SANDY SPRINGS
GEORGIA

CITY COUNCIL

Rusty Paul, Mayor
John Paulson – District 1
Melody Kelley – District 2
Melissa Mular – District 3
Jody Reichel – District 4
Tibby DeJulio – District 5
Andy Bauman – District 6

Tuesday, December 6, 2022	**Regular Meeting**	**Following Work Session**

The City Council meeting will be held in the Studio Theatre at Sandy Springs City Hall
(1 Galambos Way, Sandy Springs, GA 30328).

Live-stream:	**Public Meeting Portal (CivicClerk):** https://sandyspringsga.civicclerk.com **Zoom Webinar:** http://spr.gs/citycouncilmeeting
Teleconference:	**Phone:** (646) 558-8656 **Webinar ID:** 837 5464 0463
Public Comment:	http://spr.gs/publiccomment

I. Call to Order - Mayor Rusty Paul

II. Roll Call and General Announcements - City Clerk

III. Pledge of Allegiance - Mayor Rusty Paul

IV. Public Comment

V. Approval of Meeting Agenda

VI. Consent Agenda

A. **2022-334** Meeting Minutes
September 20, 2022 City Council Meeting
November 15, 2022 City Council Work Session
November 15, 2022 City Council Meeting

B. **2022-335** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 1245 Spalding Drive in Land Lot 378 of the 6th District, City of Sandy Springs (Tax ID #06-0378- LL-003-6); TS-111 Pitts Road at Spalding Drive Intersection Project
(Presented by William H. Martin, Jr., AIA, Public Works Director)

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in a public meeting, or who have questions regarding the accessibility of the meeting or facilities should contact the City Clerk at 770-730-5600 promptly for assistance. The City will make reasonable accommodations for those persons.

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C. **2022-336** Request for Mayor and City Council Consideration of Acceptance of a Permanent Drainage Easement on Property Located at 6100 River Shore Parkway in Land Lot 132 of the 17th District, City of Sandy Springs, Georgia (Tax ID# 17-0132-0002-029-2); River Shore Parkway Stormwater Project

(Presented by William H. Martin, Jr., AIA, Public Works Director)

D. **2022-337** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located within the Mount Vernon Walk Subdivision in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-048-2); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project

(Presented by William H. Martin, Jr., AIA, Public Works Director)

E. **2022-338** Request for Mayor and City Council Consideration of Acceptance of a Deed for Dedication of Right of Way on Property Located at 7300 Roswell Road (Tax ID# 17-0032- LL-052-8), As Part of the Development Regulations Ordinance Requirements Related to Community Development File # LDP21-00065

(Presented by William H. Martin, Jr., AIA, Public Works Director)

F. **2022-339** Request for Mayor and City Council Consideration of Acceptance of a Donation of a Temporary Construction Easement on Property Located at 7300 Roswell Road in Land Lot 32 of the 17th District, City of Sandy Springs (Tax ID# 17-0032- LL-052-8); TS-108 Dalrymple Road at Roswell Road Intersection Improvements Project

(Presented by William H. Martin, Jr., AIA, Public Works Director)

VII. Presentations

VIII. Public Hearing

A. **2022-300** TA22-0008
Request for Mayor and City Council Consideration of an Amendment to Section 1 - Landscape, Tree and Buffer Submittal Plans and Planting Standards of the Sandy Springs Technical Manual (Deferred from the November 1, 2022 City Council Meeting)

(Presented by Catherine Mercier-Baggett, Sustainability Manager)

IX. New Business

A. **2022-340** Request for Mayor and City Council Consideration of an Appointment of a Member to the Board of Ethics

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(Presented by Rusty Paul, Mayor)

B. **2022-324** Request for Mayor and City Council Consideration of Adoption of the City of Sandy Springs 2023 Holiday Schedule (Deferred from the November 15, 2022 City Council Meeting)

(Presented by Jennifer Emery, Human Resources Director)

C. **2022-341** Request for Mayor and City Council Consideration of the First Extension to the Intergovernmental Agreement for the Provision of Animal Control Services between Fulton County, Georgia, and Sandy Springs, Georgia and to Authorize Execution of the Same

(Presented by Eden Freeman, City Manager)

D. **2022-342** Request for Mayor and City Council Consideration of a Supplemental Agreement to the Existing Contract with Kimley-Horn and Associates, Inc. for Design Services for the T0019 Roswell Road Transit Access Project and to Authorize the City Manager to Execute the Supplemental Agreement

(Presented by William H. Martin, Jr., AIA, Public Works Director)

E. **2022-343** Request for Mayor and City Council Consideration of Approval of a Contract Award to Pro Cutters Lawnscapes, Inc. for On-Call Right of Way and Parks Litter Services, and to Authorize the City Manager to Execute the Contract

(Presented by William H. Martin, Jr., AIA, Public Works Director)

F. **2022-344** Request for Mayor and City Council Consideration of Approval of a Contract Award to Georgia Green Landscaping for On-Call Mowing Services, and to Authorize the City Manager to Execute the Contract

(Presented by William H. Martin, Jr., AIA, Public Works Director)

G. **2022-345** Request for Mayor and City Council Consideration of Approval of a Contract Award to Pateco Services LLC for On-Call Street Sweeping Services, and to Authorize the City Manager to Execute the Contract

(Presented by William H. Martin, Jr., AIA, Public Works Director)

H. **2022-346** Request for Mayor and City Council Consideration of Approval of a Contract Award to Lumin8 Transportation Technologies, LLC for Traffic Signal, ITS, and Fiber Maintenance, Repair, and Installation Services, and to Authorize the City Manager to Execute the Contract

(Presented by William H. Martin, Jr., AIA, Public Works Director)

I. **2022-347** Request for Mayor and City Council Consideration of an Agreement to Purchase Permanent Easement for Construction and Maintenance on That Tract of Land in

SANDY SPRINGS
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Land Lot 40 of the 17th District, City of Sandy Springs (Tax ID# 17-0040- LL-055-4) Associated with the T-0060/PATH 400 Trail Extension Project
(Presented by William H. Martin, Jr., AIA, Public Works Director)

J. **2022-348** Request for Mayor and City Council Consideration of Approval of a Contract Award to Tri Scapes, Inc. for Morgan Falls Athletic Complex Improvements, and to Authorize the City Manager to Execute the Contract
(Presented by Michael Perry, Director of Recreation and Parks)

K. **2022-349** Request for Mayor and City Council to Approve a Budget Amendment to the FY 2023 Budget for the Purpose of Purchasing Property
(Presented by Eden Freeman, City Manager)

L. **2022-350** Request for Mayor and City Council Consideration of Acceptance of the Purchase and Sale Agreement for Property Located at 142 Hilderbrand Drive, in Land Lot 89, 17th Land District, Lots 34 and 35
(Presented by Eden Freeman, City Manager)

X. Reports

A. **2022-351** Mayor and Council Report

B. **2022-352** Staff Reports

XI. Executive Session - Litigation & Real Estate

XII. Adjournment

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: November 3, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 1245 Spalding Drive in Land Lot 378 of the 6th District, City of Sandy Springs (Tax ID #06-0378-LL-003-6); TS-111 Pitts Road at Spalding Drive Intersection Project

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Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 378 of the 6th District, Fulton County, Georgia. The property is owned by Ellen Nemhauser and Jeffrey Bryan Nemhauser and is located at 1245 Spalding Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 2,271.55 square feet of Fee Simple Right of Way and 2,015.48 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-111 Pitts Road at Spalding Drive Intersection Project.

Discussion:

City Staff and the property owner have come to an amicable settlement agreement in the amount of $67,000.00. The City's appraised fair market value offer was $55,500.00. The Property owners obtained quotes for Cost to Cure mitigation items that supported the increase over the City's appraised fair market value. This settlement agreement will allow the City to acquire the required property rights without the use of Eminent Domain and it will also avoid any potential litigation expenses. Therefore, this agreement is considered reasonable, and Staff recommends Council acceptance and approval of the agreement.

Financial Impact:

Sufficient funds are available in Project TS-111 Pitts Road at Spalding Drive Intersection for this acquisition.

Alternatives:

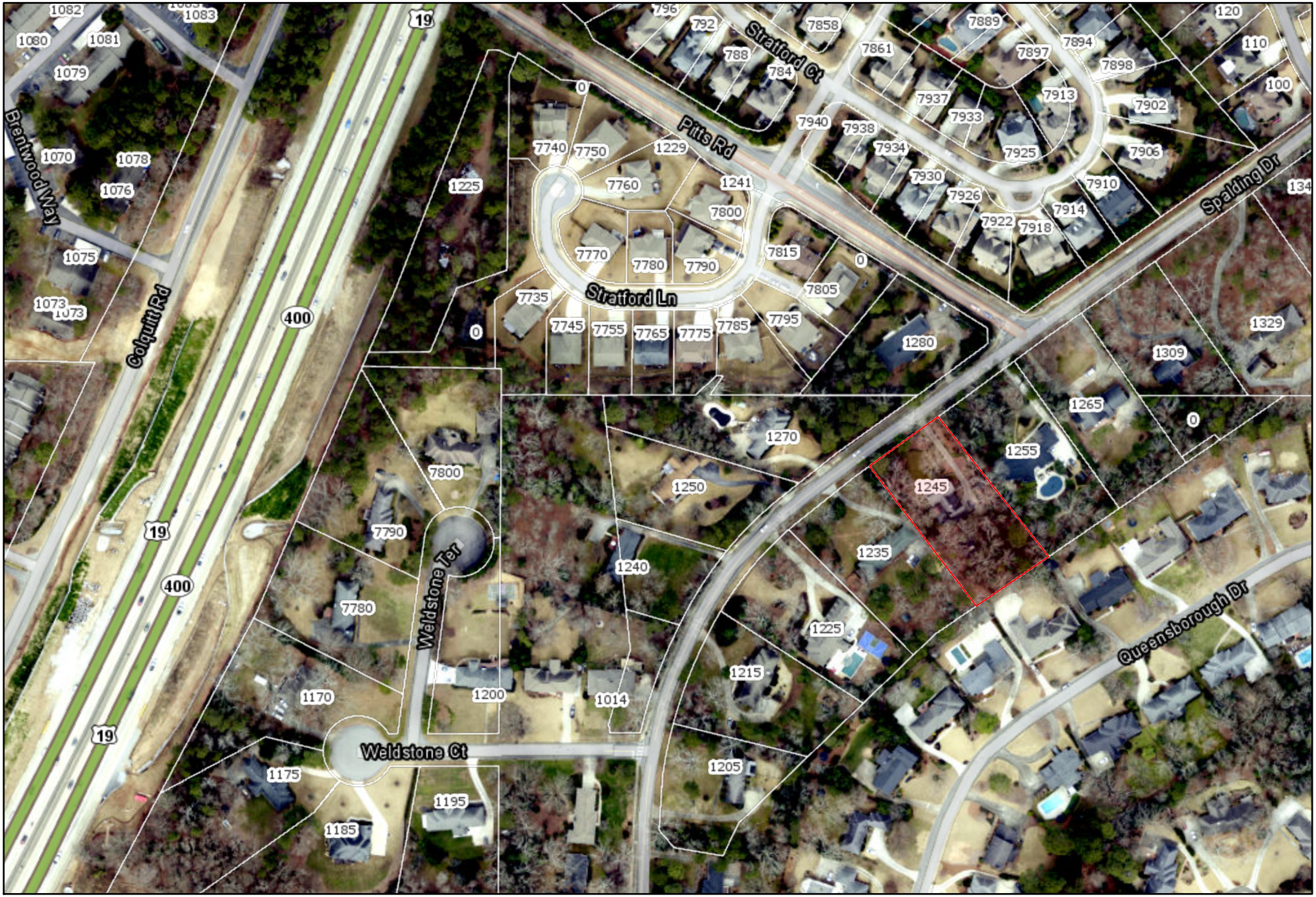
The acquisition reflects the minimum amount of right-of-way required in order to deliver the desired project. The City can decline to execute the ROW Agreement and not execute the project as designed.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 11/22/2022
Marty Martin, Director of Public Works	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/23/2022
Kathy Williams, Staff Attorney	Approved - 11/23/2022
Eden Freeman, City Manager	Final Approval - 12/1/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement. Nemhauser
4. Resolution FS ROW and Temp Const Easement. 1245 Spalding Dr. Nemhauser



0 0 0 0 mi

1245 Spalding Drive. Nemhauser

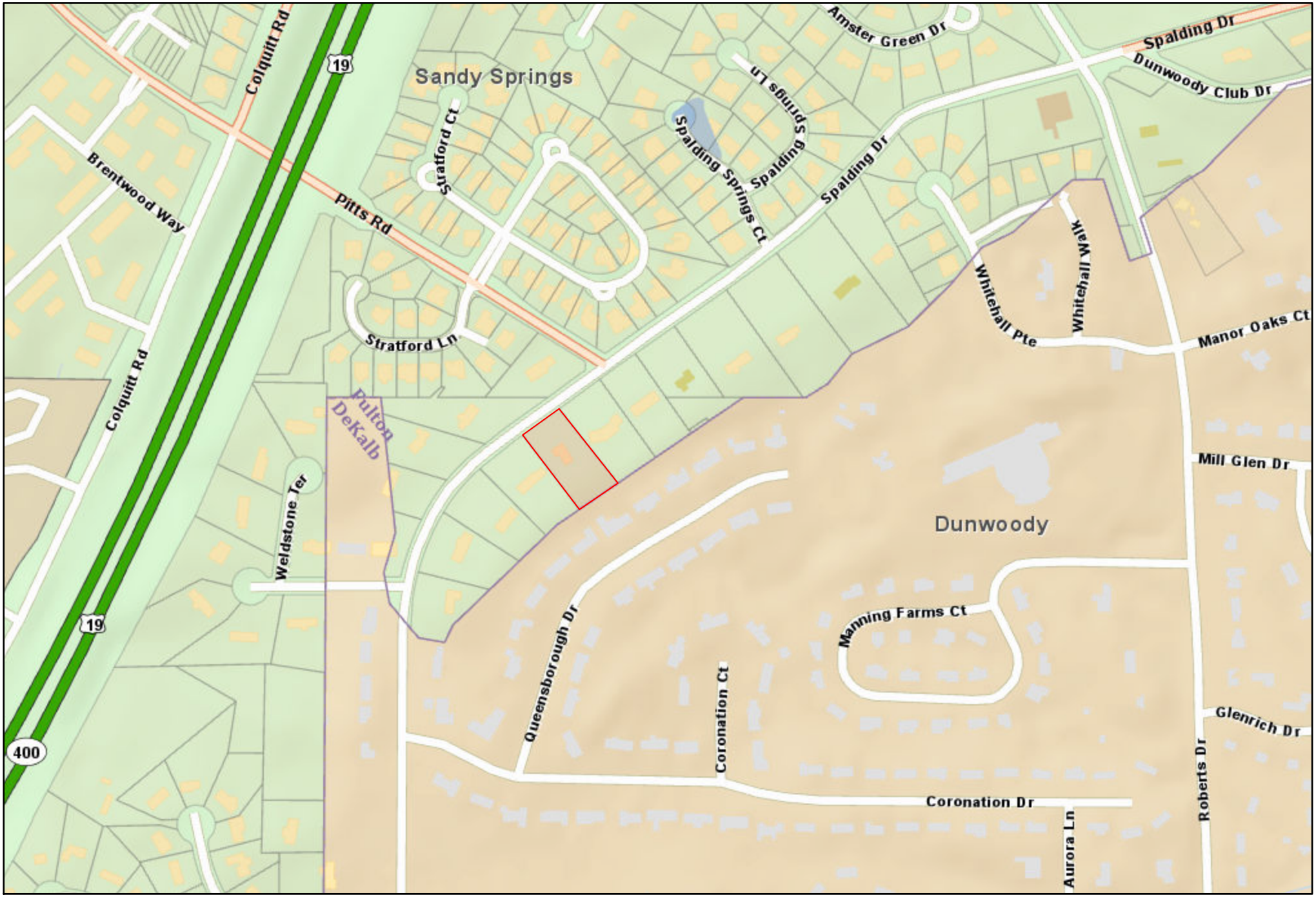
N

Date: 11/15/2022

Map Size: 8.5x11 (LETTER)

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations epicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses

FULTON COUNTY



0 0 0 0 mi

1245 Spalding Drive. Nemhauser

Date: 11/15/2022

Map Size: 8.5x11 (LETTER)

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FULTON COUNTY

AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY
AND TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

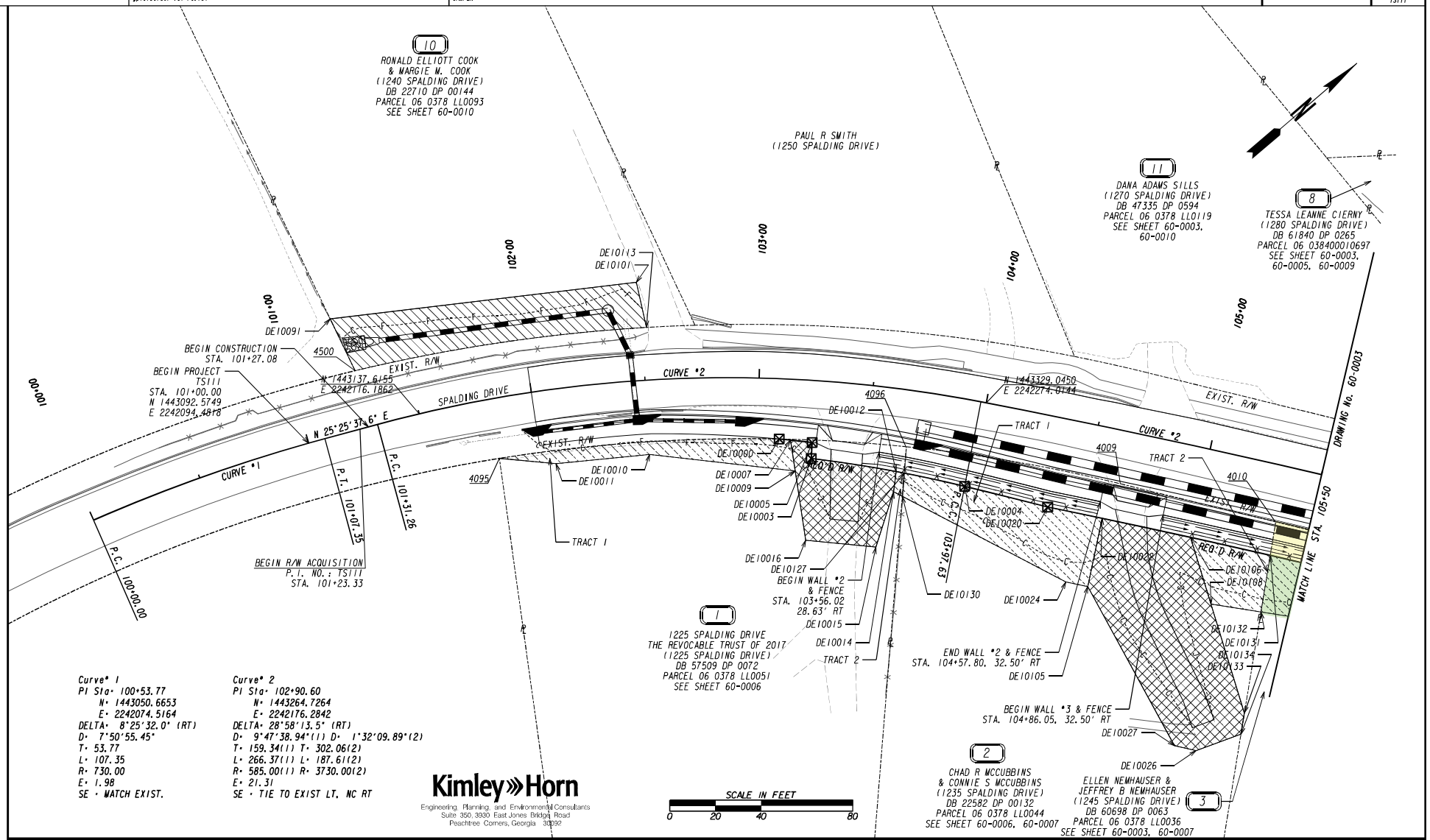
Those specified rights through that tract or parcel of land located in Land Lot 384 the 6th, formerly 18th District, of Fulton County, Georgia, and being more particularly shown on Exhibit "A", attached hereto and made a part hereof by reference.

For the sum of **$67,000.00**, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title and/or easements to the lands owned by the undersigned as reflected on the attached Exhibit "A", being the Right of Way Map, Drawing Nos. 60-0002, 60-0003, and 60-0007.

* * * *

EXHIBIT "A"

12/28/2021 jerome.sln | GPLOT-V8 gplotborder-V8I-PO.tbl | 00TS111_60-0002.dgn GRMPLN | P. I. No. TS111



Curve# 1
PI Sta= 100+53.77
N= 1443050.6653
E= 2242074.5164
DELTA= 8°25'32.0" (RT)
D= 7°50'55.45"
T= 53.77
L= 107.35
R= 730.00
E= 1.98
SE = MATCH EXIST.

Curve# 2
PI Sta= 102+90.60
N= 1443264.7264
E= 2242176.2842
DELTA= 28°58'13.5" (RT)
D= 9°47'38.94"(1) D= 1°32'09.89"(2)
T= 159.34(1) T= 302.06(2)
L= 266.37(1) L= 187.61(2)
R= 585.00(1) R= 3730.00(2)
E= 21.31
SE = TIE TO EXIST LT, NC RT

Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR & MAINTENANCE OF DRAINAGE
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
CONSTRUCTION LIMITS
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
MANHOLE
JUNCTION BOX
OUTFLOW CONTROL DEVICE
CATCH BASIN
DROP INLET

DATE	REVISIONS	DATE	REVISIONS
11/18/21	REV PARCEL 1 REQD. TESMT; REV PARCEL 2 REQD. TESMT. DMESMT;		
	REV PARCEL 3 REQD. TESMT		

CITY OF SANDY SPRINGS

RIGHT OF WAY MAP

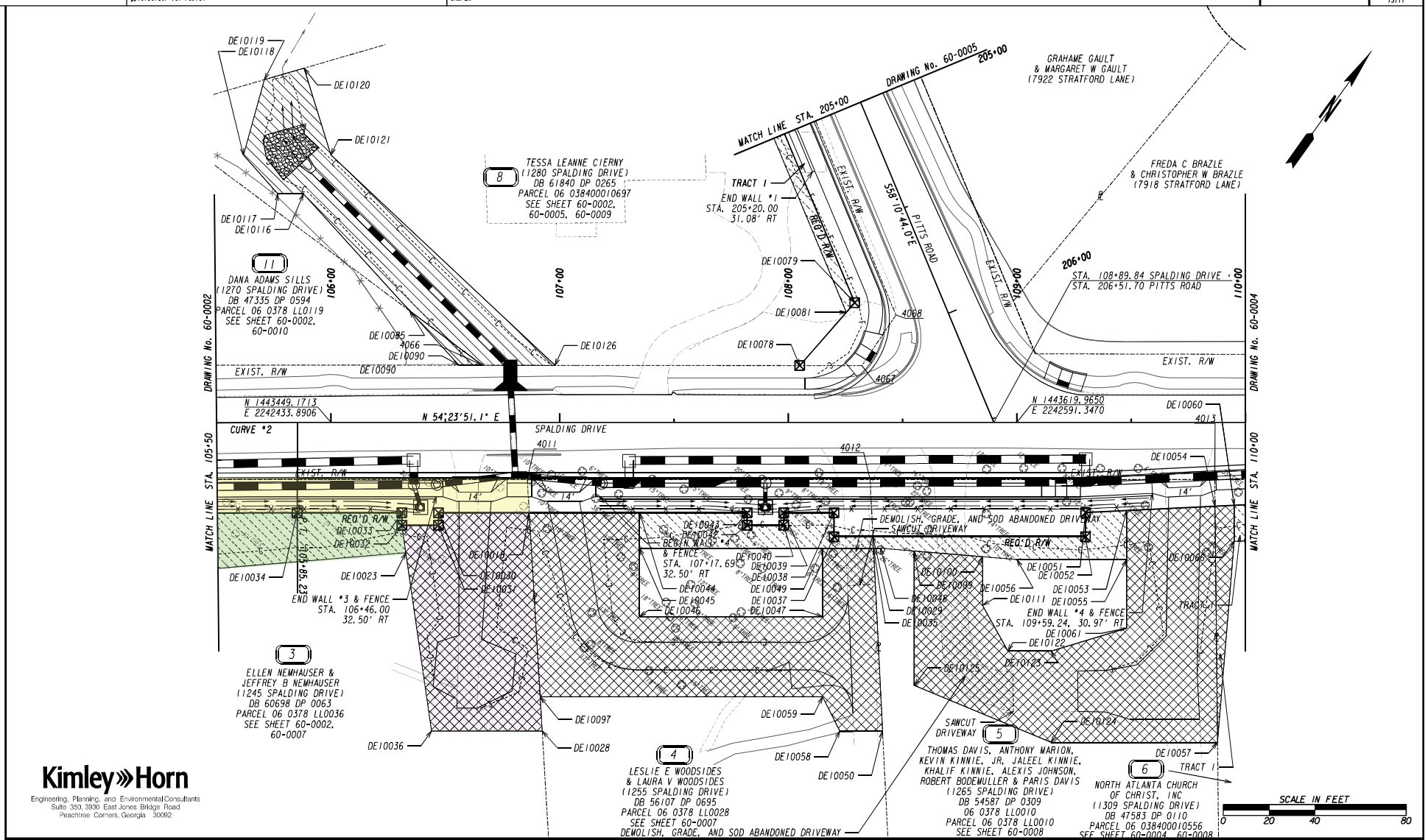
PROJECT NO: TS111
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH 2 OF 10

DRAWING No. 60-0002

7/31/2015 GRMPLN

EXHIBIT "A"

12/28/2021 jerome.sln | GPLOT-V8 gplotborder-V81-PO.tbl | 00TS111_60-0003.dgn GRMPLN | P.I. No. TS111



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PROPERTY AND EXISTING R/W LINE	CONSTRUCTION LIMITS
REQUIRED R/W LINE	LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D R/W & LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF DRAINAGE	ORANGE BARRIER FENCE
EASEMENT FOR CONSTR OF SLOPES	ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
EASEMENT FOR CONSTR OF DRIVES	MANHOLE / JUNCTION BOX
	OUTFLOW CONTROL DEVICE
	CATCH BASIN / DROP INLET

DATE	REVISIONS	DATE	REVISIONS
11/18/21	PAR 3 REQD. TESWT. DWESWT; PAR 4 REQD. TESWT. DWESWT;		
	PAR 5 REQD. TESWT		

CITY OF SANDY SPRINGS

RIGHT OF WAY MAP

PROJECT NO: TS111
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH 3 OF 10

DRAWING No. 60-0003

7/31/2015 GRMPLN

PARCEL 2 TRACT 2 REQ'D TEMP. EASM'T. DE20015

PNT	OFFSET/		STATION/	ALIGNMENT
DE10106	39.50	R	105+00.00	SPALDING DRIVE

ARC LENGTH = 35.72
CHORD BEAR = N 53°21'56.0" E
LNTH CHORD = 35.72
RADIUS = 3690.50
DEGREE = 1°33'09.1"

DE10131	39.50	R	105+36.10	SPALDING DRIVE
DE10132	64.52	R	105+37.75	SPALDING DRIVE
DE10108	66.00	R	105+15.28	SPALDING DRIVE
DE10106	39.50	R	105+00.00	SPALDING DRIVE

REQD EASMT AREA = 751.01 SF

PARCEL 2 REQ'D DRWY. EASM'T. DE30001

PNT	OFFSET/		STATION/	ALIGNMENT
DE10022	39.50	R	104+60.00	SPALDING DRIVE
DE10106	39.50	R	105+00.00	SPALDING DRIVE
DE10133	109.22	R	105+40.76	SPALDING DRIVE
DE10134	118.59	R	105+41.40	SPALDING DRIVE
DE10026	130.00	R	105+23.30	SPALDING DRIVE

ARC LENGTH = 9.68
CHORD BEAR = S 53°22'08.7" W
LNTH CHORD = 9.68
RADIUS = 3600.00
DEGREE = 1°35'29.6"

DE10027	130.00	R	105+13.27	SPALDING DRIVE
DE10105	70.00	R	104+60.00	SPALDING DRIVE
DE10022	39.50	R	104+60.00	SPALDING DRIVE

PARCEL 3 REQ'D R/W DE10002

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
4010	24.67	R	105+35.14	SPALDING DRIVE
	150.36		N 54°23'50.0" E	
4011	25.00	R	106+85.83	SPALDING DRIVE
	14.53		S 39°00'08.8" E	
DE10018	39.50	R	106+86.70	SPALDING DRIVE
	39.70		S 54°23'51.1" W	
DE10030	39.50	R	106+47.00	SPALDING DRIVE
	5.50		S 35°36'08.9" E	
DE10031	45.00	R	106+47.00	SPALDING DRIVE
	16.00		S 54°23'51.1" W	
DE10032	45.00	R	106+31.00	SPALDING DRIVE
	5.50		N 35°36'08.9" W	
DE10033	39.50	R	106+31.00	SPALDING DRIVE
	45.77		S 54°23'51.1" W	
DE10034	39.50	R	105+85.23	SPALDING DRIVE

ARC LENGTH = 48.61
CHORD BEAR = S 54°01'12.7" W
LNTH CHORD = 48.61
RADIUS = 3690.50
DEGREE = 1°33'09.1"

DE10131	39.50	R	105+36.10	SPALDING DRIVE
	14.87		N 40°03'56.8" W	
4010	24.67	R	105+35.14	SPALDING DRIVE

REQD R/W = 2271.55 SF
REQD R/W = 0.052 ACRES
REMAINDER = +/- 0.95 ACRES

PARCEL 3 REQ'D TEMP. EASM'T. DE20002

PNT	OFFSET/		STATION/	ALIGNMENT
DE10131	39.50	R	105+36.10	SPALDING DRIVE

ARC LENGTH = 48.61
CHORD BEAR = N 54°01'12.7" E
LNTH CHORD = 48.61
RADIUS = 3690.50
DEGREE = 1°33'09.1"

DE10034	39.50	R	105+85.23	SPALDING DRIVE
DE10033	39.50	R	106+31.00	SPALDING DRIVE
DE10032	45.00	R	106+31.00	SPALDING DRIVE
DE10023	57.00	R	106+32.73	SPALDING DRIVE
DE10132	64.52	R	105+37.75	SPALDING DRIVE
DE10131	39.50	R	105+36.10	SPALDING DRIVE

REQD EASMT AREA = 2015.48 SF

PARCEL 3 REQ'D DRWY. EASM'T. DE30002

PNT	OFFSET/		STATION/	ALIGNMENT
DE10032	45.00	R	106+31.00	SPALDING DRIVE
DE10031	45.00	R	106+47.00	SPALDING DRIVE
DE10030	39.50	R	106+47.00	SPALDING DRIVE
DE10018	39.50	R	106+86.70	SPALDING DRIVE
DE10028	135.00	R	106+92.37	SPALDING DRIVE
DE10036	135.00	R	106+44.00	SPALDING DRIVE
DE10032	45.00	R	106+31.00	SPALDING DRIVE

PARCEL 4 REQ'D R/W DE10003

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
4011	25.00	R	106+85.83	SPALDING DRIVE
	149.96		N 54°23'52.0" E	
4012	25.00	R	108+35.79	SPALDING DRIVE
	25.03		S 38°26'24.5" E	
DE10029	50.00	R	108+37.03	SPALDING DRIVE
	17.03		S 54°23'51.1" W	
DE10037	50.00	R	108+20.00	SPALDING DRIVE
	10.50		N 35°36'08.9" W	
DE10038	39.50	R	108+20.00	SPALDING DRIVE
	22.00		S 54°23'51.1" W	
DE10039	39.50	R	107+98.00	SPALDING DRIVE
	5.50		S 35°36'08.9" E	
DE10040	45.00	R	107+98.00	SPALDING DRIVE
	16.00		S 54°23'51.1" W	
DE10042	45.00	R	107+82.00	SPALDING DRIVE
	5.50		N 35°36'08.9" W	
DE10043	39.50	R	107+82.00	SPALDING DRIVE
	95.30		S 54°23'51.1" W	
DE10018	39.50	R	106+86.70	SPALDING DRIVE
	14.53		N 39°00'08.8" W	
4011	25.00	R	106+85.83	SPALDING DRIVE

REQD R/W = 2437.51 SF
REQD R/W = 0.056 ACRES
REMAINDER = +/- 0.96 ACRES

PARCEL 4 REQ'D TEMP. EASM'T. DE20003

PNT	OFFSET/		STATION/	ALIGNMENT
DE10044	39.50	R	107+35.00	SPALDING DRIVE
DE10043	39.50	R	107+82.00	SPALDING DRIVE
DE10042	45.00	R	107+82.00	SPALDING DRIVE
DE10040	45.00	R	107+98.00	SPALDING DRIVE
DE10039	39.50	R	107+98.00	SPALDING DRIVE
DE10038	39.50	R	108+20.00	SPALDING DRIVE
DE10037	50.00	R	108+20.00	SPALDING DRIVE
DE10029	50.00	R	108+37.03	SPALDING DRIVE
DE10035	55.00	R	108+37.28	SPALDING DRIVE
DE10045	55.00	R	107+35.00	SPALDING DRIVE
DE10044	39.50	R	107+35.00	SPALDING DRIVE

REQD EASMT AREA = 1315.28 SF

PARCEL 4 REQ'D DRWY. EASM'T. DE30003

PNT	OFFSET/		STATION/	ALIGNMENT
DE10018	39.50	R	106+86.70	SPALDING DRIVE
DE10044	39.50	R	107+35.00	SPALDING DRIVE
DE10046	85.00	R	107+35.00	SPALDING DRIVE
DE10047	85.00	R	108+15.00	SPALDING DRIVE
DE10049	55.00	R	108+15.00	SPALDING DRIVE
DE10035	55.00	R	108+37.28	SPALDING DRIVE
DE10050	135.00	R	108+41.25	SPALDING DRIVE
DE10058	135.00	R	108+22.50	SPALDING DRIVE
DE10059	120.00	R	108+15.00	SPALDING DRIVE
DE10097	120.00	R	106+91.48	SPALDING DRIVE
DE10018	39.50	R	106+86.70	SPALDING DRIVE

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DATE	REVISIONS	DATE	REVISIONS
11/18/21	REV PARCEL 2 TESMT; REV PARCEL 3 & 4 REQD, TESMT, DWESMT		

CITY OF SANDY SPRINGS

RIGHT OF WAY MAP

PROJECT NO: TS111
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD:
DATE SH 7 OF 10

DRAWING No. 60-0007

7/31/2015 GRMPLN

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT ON THAT CERTAIN TRACT OF LAND LOCATED AT 1245 SPALDING DRIVE (TAX ID# 06-0378- LL-003-6), LYING IN LAND LOT 378 OF THE 6TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

WHEREAS, the City of Sandy Springs ("City") is currently in the process of constructing the TS-111 Pitts Road @ Spalding Drive Intersection Improvements ("Project"); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 2,271.55 square feet of Fee Simple Right-of-Way and 2,015.48 square feet of Temporary Construction Easement ("Property"), located at 1245 Spalding Drive (Tax Id# 06-0384- LL-003-6), in Land Lot 378 of the 6th District, Fulton County, City of Sandy Springs, Georgia, and owned by Tessa Leanne Cierny ("Owner"); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of $67,000.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement ("Agreement") for purchase of the Property in the amount of $67,000.00; and

WHEREAS, the City desires to purchase the Property and to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA:

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of $67,000.00;

2. That the attached Agreement is hereby approved;

3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and

4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th day of November, 2022.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk

(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: November 9, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Permanent Drainage Easement on Property Located at 6100 River Shore Parkway in Land Lot 132 of the 17th District, City of Sandy Springs, Georgia (Tax ID# 17-0132-0002-029-2); River Shore Parkway Stormwater Project

---

Recommendation:

Staff recommends that the Mayor and City Council accept a Permanent Drainage Easement on that tract of land lying and located in Land Lot 132 of the 17th District, Fulton County, Georgia. The property owner is Rebecca Lineberger located at 6100 River Shore Parkway, as shown in the attached exhibits.

Background:

The acquisition of 804.00 square feet of Permanent Drainage Easement on the subject property is necessary to construct the River Shore Parkway Stormwater Project.

Discussion:

The property owner has agreed to donate the necessary easement rights required to construct the proposed project.

Financial Impact:

There is no financial impact from a land acquisition standpoint. The property owner elected to donate the required property rights needed to construct the project.

Alternatives:

The acquisition reflects the minimum amount of Permanent Drainage Easement required to deliver the desired project. The City may decline to execute acceptance of said interests and not execute the project as planned.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 11/22/2022
Marty Martin, Director of Public Works	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/23/2022
Kathy Williams, Staff Attorney	Approved - 11/23/2022
Eden Freeman, City Manager	Final Approval - 12/1/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed PDE. 6100 RSP. Lineberger
4. RESOLUTION. 6100 RSP. Lineberger

0 0 0 0 mi

6100 River Shore Parkway

Date: 11/15/2022

Map Size: 8.5x11 (LETTER)

N

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations epicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses

FULTON COUNTY

0 0 0 0 mi

6100 River Shore Parkway

Date: 11/15/2022

Map Size: 8.5x11 (LETTER)

N

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations epicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses

FULTON COUNTY

After recording, please return to:
City of Sandy Springs
City Clerk's Office
Attention to: Joy Kerley
1 Galambos Way
Sandy Springs, GA 30328

Cross-referenced instruments:
Deed Book 54788, Page 183

STATE OF GEORGIA
COUNTY OF FULTON

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that as of the 3 day of November 2022, the undersigned **REBECCA LINEBERGER**, (herein called "Grantor"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto the **CITY OF SANDY SPRINGS, GEORGIA**, a municipal corporation of the State of Georgia (herein called "Grantee"), a perpetual and exclusive (subject to limitations below) right, privilege and easement (herein called the "Easement") in, to, across, over, upon, under and through the lands of Grantor located in **Land Lot(s) 132 of the 17th District** of Fulton County, Georgia, identified by the Fulton County Board of Assessors as Tax Parcel # 17 013200020292 (herein referred to as the "Property"), the limits of such Easement being more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein and made a part hereof, for the installation, construction, maintenance, repair, replacement, testing, inspection and use of certain underground and/or above-ground drainage improvements (hereinafter the "Improvements") as shown in dark grey shading on the survey attached hereto as Exhibit "B" (hereinafter the "Easement Area") incorporated and made a part hereof by reference, for the purposes of channeling or distributing water, reuse water or treated effluent, storm water runoff, and such other substances as Grantee, or its successor, may find it expedient to manage, treat, distribute, provide, sell, or dispose of, together with the right of entry into and upon the Property for the purpose of effecting the foregoing rights, privileges and easements, and for the purpose of empowering the City of Sandy Springs Public Works Departments or its designee or successor to permit the installation and maintenance of other such construction, installation, or maintenance of slopes, drainage fixtures, stonework, pipes, or other such work as may be deemed to be required for the purposes enumerated above or that is otherwise in the public interest.

Grantee's rights, privileges, and easements shall be exercised on the following terms and conditions:

1. The Improvements shall be maintained within the location of the Easement Area as shown and/or described on Exhibit "A" and Exhibit "B". Grantee shall have the obligation to

operate, repair, replace, and maintain continuously the Improvements within the Easement Area. Temporary construction easements, if applicable, shall be utilized to facilitate construction and installation within the areas designated for such purpose on Exhibit "B," and shall become effective upon the beginning of construction of the Improvements and shall expire upon the earlier of the completion and acceptance of the work by Grantee or three months from the beginning of construction.

2. Any relocation of the Improvements as may be requested by Grantor shall be made at Grantor's expense, provided Grantee, in its sole discretion, approves the relocation. The approval of Grantee may be obtained in writing from the City of Sandy Springs Department of Public Works or its successor or designee.

3. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and undergrowth that interfere, or threaten to interfere, with the Improvements and/or Grantor's ability to construct or maintain any Improvements within the Easement Area.

4. Grantee shall have the right, when required by law, governmental regulation, or necessity, to conduct scientific or other studies including but not limited to environmental, geotechnical, and archaeological studies on or below the Property within the Easement Area.

5. The Easement granted herein is exclusive, with the following limitations: (a) the Property may be crossed at a ninety degree angle by other public or private streets and utilities, sidewalks, paving and parking areas, provided they are not inconsistent with the rights granted to Grantee herein, all applicable local, state and federal laws, ordinances and regulations are complied with, and provided that any proposed grading (cut or fill) does not impact the Installation; (b) the surface of the Easement Area may be used by Grantor, its successors and assigns, for landscaping, provided no trees are planted thereon, and provided the subsurface is not penetrated to a depth greater than one foot below the surface, and provided that no irrigation systems are installed within the Easement Area, and further provided such uses are not inconsistent with the rights granted Grantee herein; (c) Grantor may, with prior written approval of Grantee through the City of Sandy Springs Public Works Department, erect a fence of a type that could easily be removed at Grantee's expense should maintenance of the Improvements be required (stone or brick fences are examples of types that are not permitted). Furthermore, no grading (cut or fill) may be done within the Easement Area without written approval from the Grantee.

6. If any driveway, parking lot, street, road or fence located on the Property and permitted pursuant to Paragraph 5 hereof (including without limitation the wooden fence existing as of the date of this Easement) is damaged or removed as a result of the construction, installation or repair of the Improvements by Grantee, it shall be a condition of the Easement granted herein that Grantee shall, at its sole cost and expense, repair, restore or replace such driveway, street, fence or road to the condition in which it existed immediately prior to such construction or repair.

7. After the completion of any repair, maintenance, installation, construction or replacement of the Improvements, it shall be a condition of the Easement granted herein that Grantee shall leave the Property in a clean and good condition, with all debris removed therefrom and with trenches and cuts properly filled so that all grades, paved areas and seeded grass areas which may have been disturbed by such work are restored to their former condition as nearly as practicable.

8. As a condition of the Easement granted herein, Grantee shall promptly fill and repair, at its own expense, any and all sinkholes existing within the Easement Area as of the date of execution hereof or at any time thereafter.

The terms and conditions hereof shall be binding upon and inure to the benefit of the successors and assigns of Grantee and Grantor.

TO HAVE AND TO HOLD said Easement perpetually unto Grantee, its successors and assigns, the right, powers and interests herein granted, which shall be a covenant running with the title to the Land, but subject always to the covenants herein set forth.

IN WITNESS WHEREOF, Grantor has executed and delivered this Permanent Easement under seal as of the day and year first above written.

GRANTOR: REBECCA LINEBERGER

By: _____ (SEAL)
Rebecca Lineberger

Signed, sealed, and delivered this
3RD day of NOV, 2022
in the presence of:

_____
Witness

_____
Notary Public
My Commission Expires: 8.18.26

VANESSA HEARD
My Commission Expires
NOTARY
PUBLIC
August 18, 2026
DEKALB COUNTY, GEORGIA

Approved and Agreed:

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Title:

EXHIBIT "A"

Permanent Easement
6100 River Shore Parkway
(Parcel ID: 17 013200020292)

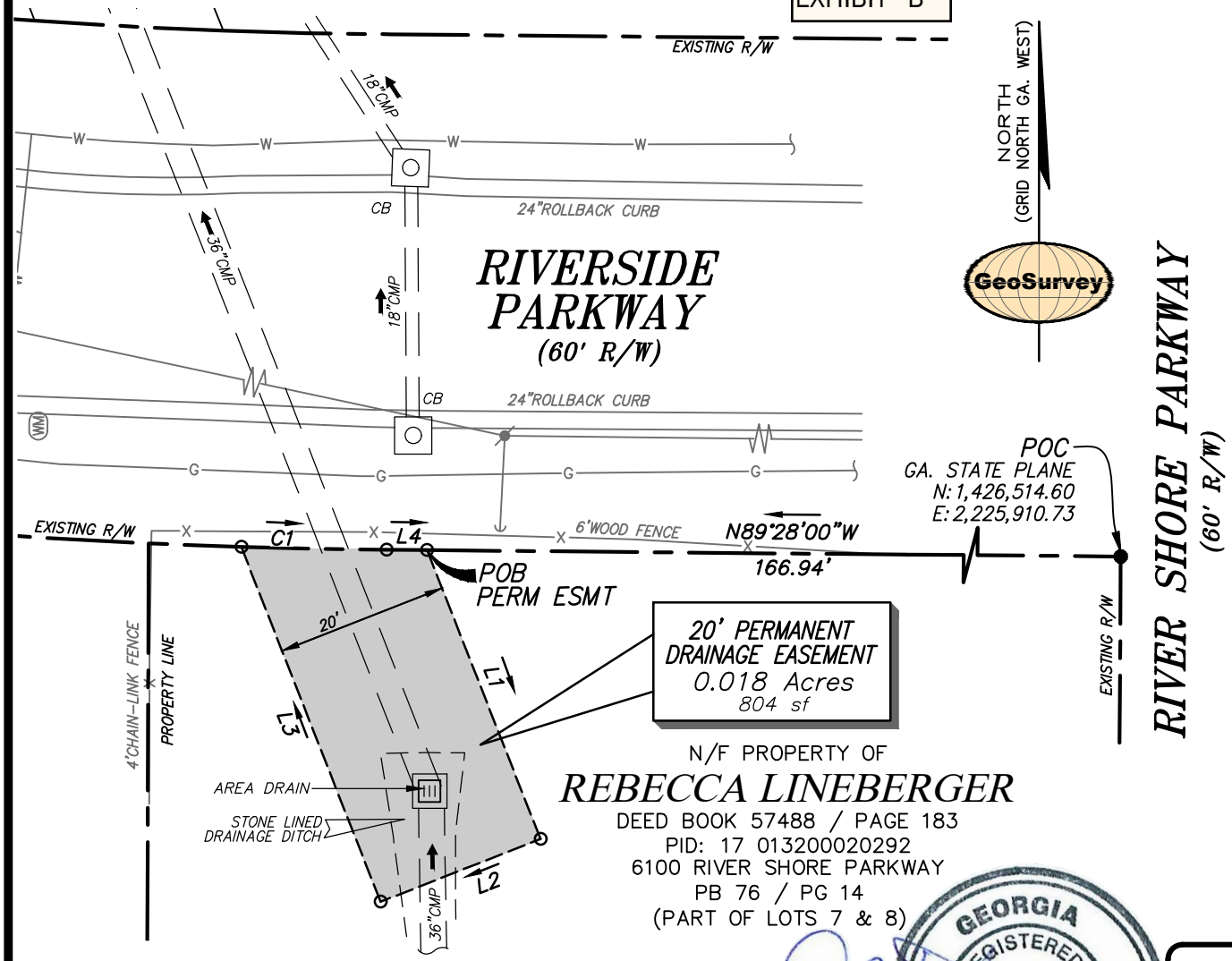
PERMANENT EASEMENT

All that tract or parcel of land lying and being in Land Lot 132 of the 17th District, Fulton County, City of Sandy Springs Georgia, and being more particularly described as follows:

Commencing at the intersection of the westerly right-of-way of River Shore Parkway (60-foot right-of-way) with the southerly right-of-way of Riverside Parkway (60-foot right-of-way); said point having Georgia State Plane coordinate values Northing: 1,426,514.60; Easting: 2,225,910.73, Georgia West Zone; Thence continuing with said northerly right-of-way of Riverside Parkway North 89 degrees 28 minutes 00 seconds West, a distance of 166.94 feet to a point, which is the **POINT OF BEGINNING;** Thence departing said right-of-way South 21 degrees 25 minutes 39 seconds East, a distance of 36.13 feet to a point; Thence South 68 degrees 34 minutes 21 seconds West, a distance of 20.00 feet to a point; Thence North 21 degrees 25 minutes 39 seconds West, a distance of 44.37 feet to a point located on the southerly right-of-way of said Riverside Parkway; Thence continuing with said right-of-way along a curve to the left having an arc length of 16.91 feet, with a radius of 727.32 feet, being subtended by a chord bearing of South 88 degrees 54 minutes 56 seconds East, for a distance of 16.91 feet to a point; Thence South 89 degrees 28 minutes 00 seconds East, a distance of 4.72 feet to a point, and the **POINT OF BEGINNING**.

Said tract or parcel of land contains 0.018 Acre (804 Square Feet).

EXHIBIT "B"



CURVE	CHORD L	CHORD BRG	RADIUS	ARC LEN
C1	16.91'	S88°54'56"E	727.32'	16.91'

LINE	BEARING	DISTANCE
L1	S21°25'39"E	36.13'
L2	S68°34'21"W	20.00'
L3	N21°25'39"W	44.37'
L4	S89°28'00"E	4.72'

GRAPHIC SCALE 1"= 20'

0 10 20 50

LEGEND

STANDARD SYMBOLS

- POWER POLE
- GUY WIRE
- POWER LINE
- WATER METER
- FIRE HYDRANT

STANDARD ABBREVIATIONS

CI	DROP INLET
CMF	CONCRETE MONUMENT FND
CTP	CRIMPED TOP PIPE
FND	FOUND
OTP	OPEN TOP PIPE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
RBR	IRON REINFORCING BAR
RBS	5/8" IRON REBAR SET
SSMH	SANITARY SEWER MANHOLE

GeoSurvey

Land Surveying • 3D Laser Scanning
1660 Barnes Mill Road
Marietta, Georgia 30062
Phone: (770) 795-9900
Fax: (770) 795-8880
www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3042 DAVID HESTER

EASEMENT EXHIBIT

City of Sandy Springs, GA.

JOB NO: 20216882	DRAWING SCALE: 1"= 20'
FIELD WORK: JEM	CITY: SANDY SPRINGS STATE:
PROJ MGR: GEE	COUNTY: FULTON DISTRICT: 17th
REVIEWED: DLH	LAND LOT: 132
DWG FILE: 20216882-2.dwg	SURVEY DATE: 2-8-2021

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT A PERMANENT DRAINAGE EASEMENT ON PROPERTY LOCATED IN LAND LOT 132 OF THE 17th DISTRICT KNOWN AS 6100 RIVER SHORE PARKWAY, SANDY SPRINGS, GEORGIA, PARCEL NO: 17-0132-0002-029-2

WHEREAS the City Manager for the City of Sandy Springs, Georgia ("City") directed the Department of Public Works ("Department") to develop standard policies for recurring matters and establish appropriate internal controls and legal compliance in order to provide for an efficient and effective means to serve the City's constituents; and

WHEREAS the Department has determined a need to facilitate the River Shore Parkway stormwater Project ("Project"); and

WHEREAS the City requires 804 sq. ft. of permanent easement ("Property Interests") upon a certain portion of the lands located in Land Lot 132 of the 17th District, Fulton County, Sandy Springs, Georgia at 6100 River Shore Parkway ("Property").

WHEREAS the Property is owned by Rebecca Lineberger ("Property Owner") and the Property Owner has agreed to donate the Property Interests required for the construction of the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA AS FOLLOWS:

That the City of Sandy Springs Mayor and Council approves the Property Interests and authorize the City Manager and City Attorney to sign and execute all documents required to facilitate this transaction.

RESOLVED this 6th day of December, 2022.

APPROVED:

_____
RUSSELL K. PAUL, Mayor

Attest:

_____
RAQUEL D. GONZALEZ, City Clerk
(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: November 14, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located within the Mount Vernon Walk Subdivision in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-048-2); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project

---

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property owner is the Mount Vernon Walk Homeowners Association, Inc., and is located within the Mount Vernon Walk Subdivision along Mt. Vernon Highway in Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 1,149.98 square feet of Fee Simple Right of Way and 1,529.98 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project.

Discussion:

The City's Appraised Fair Market Value offer was $46,500.00. The City reached an amicable agreement with the Mount Vernon Walk HOA in the amount of $48,000.00. The HOA provided Staff with a Cost to Cure/Landscaping estimate that supports the additional $1,500.00 increase. The increase is considered reasonable, and Staff recommends acceptance and approval.

Financial Impact:

Sufficient funds are available in Project TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project for this acquisition.

Alternatives:

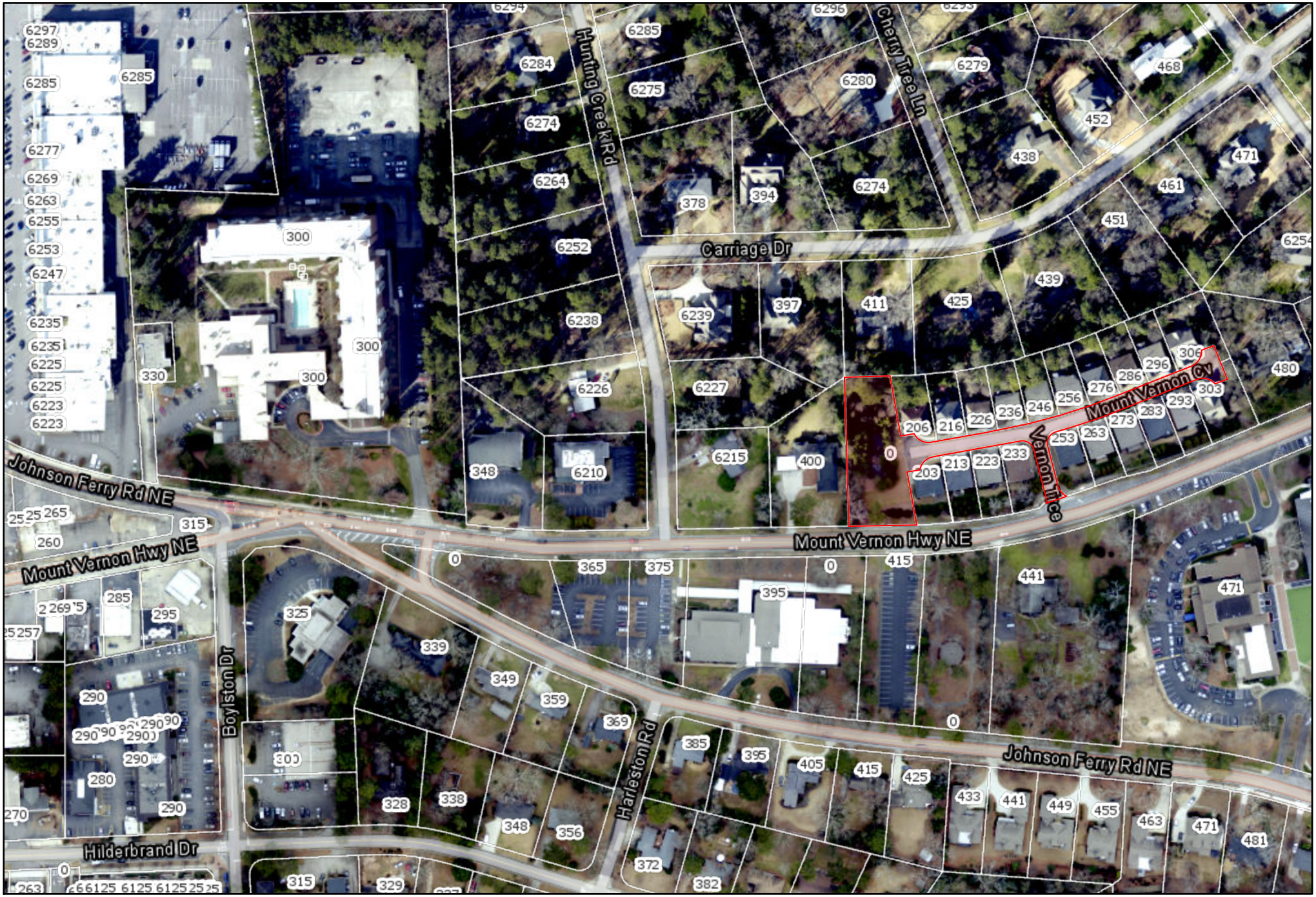
The acquisition reflects the minimum amount of right-of-way required in order to deliver the desired project. The City can decline to execute the ROW Agreement and not execute the project as designed.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 11/22/2022
Marty Martin, Director of Public Works	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/23/2022
Kathy Williams, Staff Attorney	Approved - 11/23/2022
Eden Freeman, City Manager	Final Approval - 12/1/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement
4. Resolution FS ROW and Temp Const Easement MVW HOA, Inc.



0 0 0 0 mi

TS-191 P#26 Mt. Vernon Walk HOA

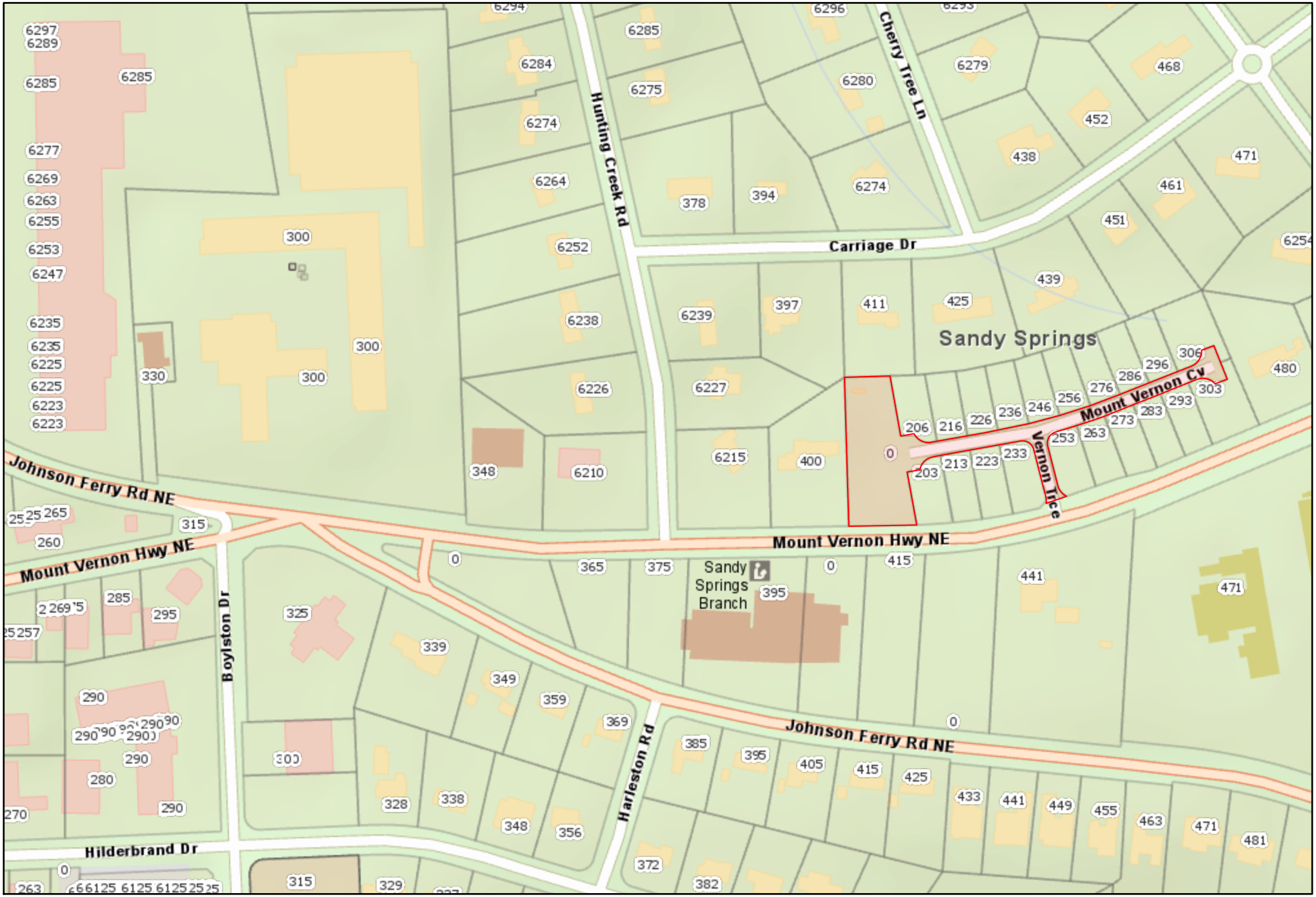
Date: 11/7/2022

Map Size: 8.5x11 (LETTER)

N

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations epicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses

FULTON COUNTY



0 0 0 0 mi

TS-191 P#26 Mt. Vernon Walk HOA

Date: 11/7/2022

Map Size: 8.5x11 (LETTER)

N

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FULTON COUNTY

AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY
AND TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 71 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

For the sum of ~~$46,500.00~~ $48,000.00 DMJD, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title and/or easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and Exhibit "B".

* *

The following conditions are imposed upon the grant of this option:

1) This option shall extend for 90 days from this date.
2) The consideration recited is full payment for all of the rights granted.

1,149.98 sf	**Fee Simple Right of Way**
1,529.98 sf	**Temporary Construction Easement**

3) Any and all Temporary Construction and/or Driveway Easement(s) granted herein shall commence upon the City's use of these Easements for construction of the TS-191 Project and shall terminate three years from the commencement of the City's use of these Easements; or upon the completion and City's final acceptance of the TS-191 Project, whichever date shall first occur.
4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
5) This Agreement shall not be binding until approved by the City Council of Sandy Springs, Georgia
6) Special Provisions, if any, are listed on Exhibit "C", which will be attached hereto and incorporated herein by reference.

Witness my hand and seal this 26th day of October, 2022.

Signed, Sealed and Delivered in the presence of:

Gyronne White
Witness

DJ m 9 D (L.S.)

Deborah Lea Nysewander
Notary Public

DEBORAH LEA NYSEWANDER
MY COMMISSION EXPIRES
NOTARY PUBLIC
JUNE 24, 2026
CHEROKEE COUNTY, GEORGIA

12/19/2019
Kay.Sharpe

GPLOT-V8
gplotborder-V8I-PO.tbl

751420-_60-0014.dgn
GRMPLN

P. I. No.

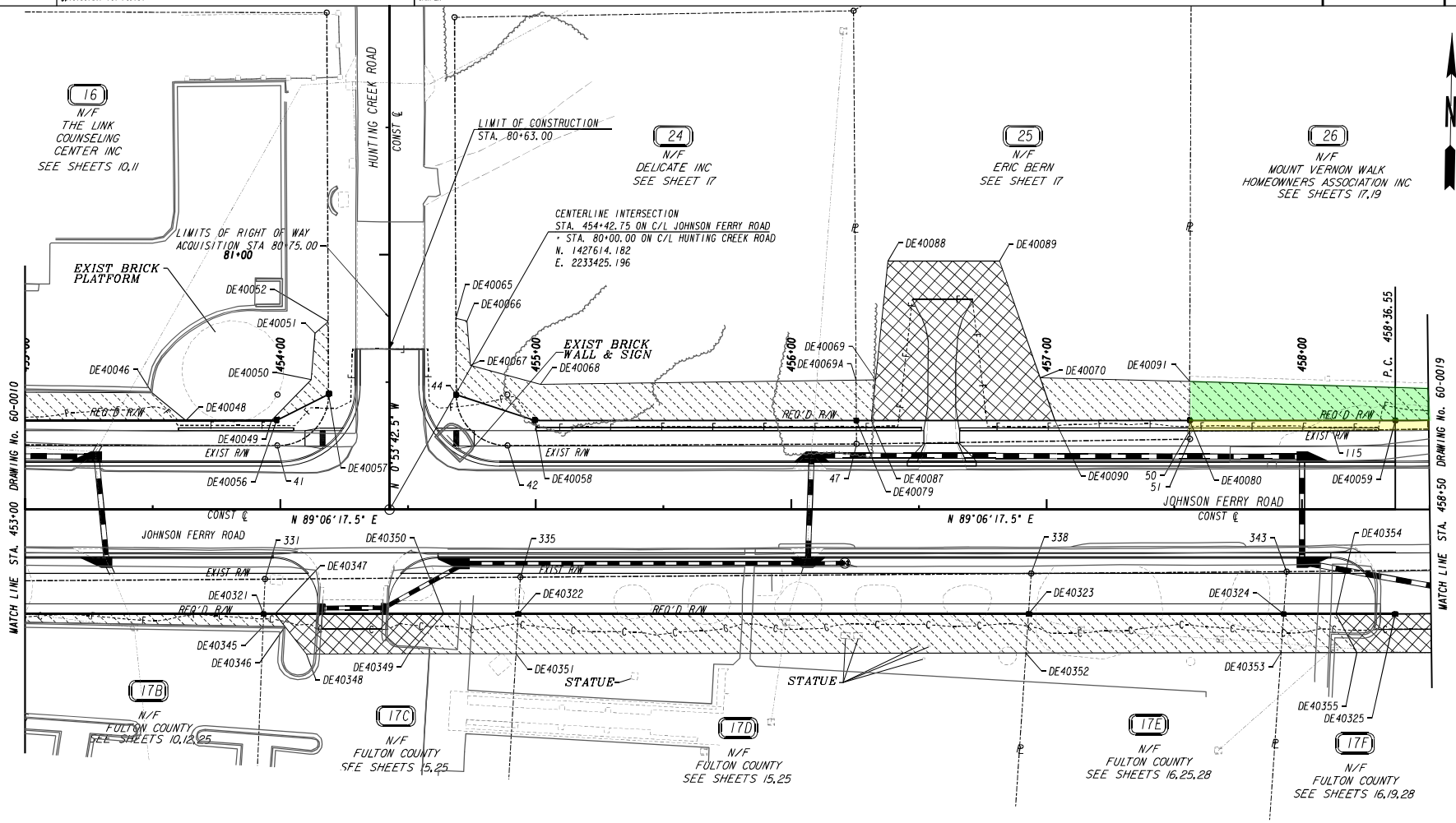


EXHIBIT "A"

PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS

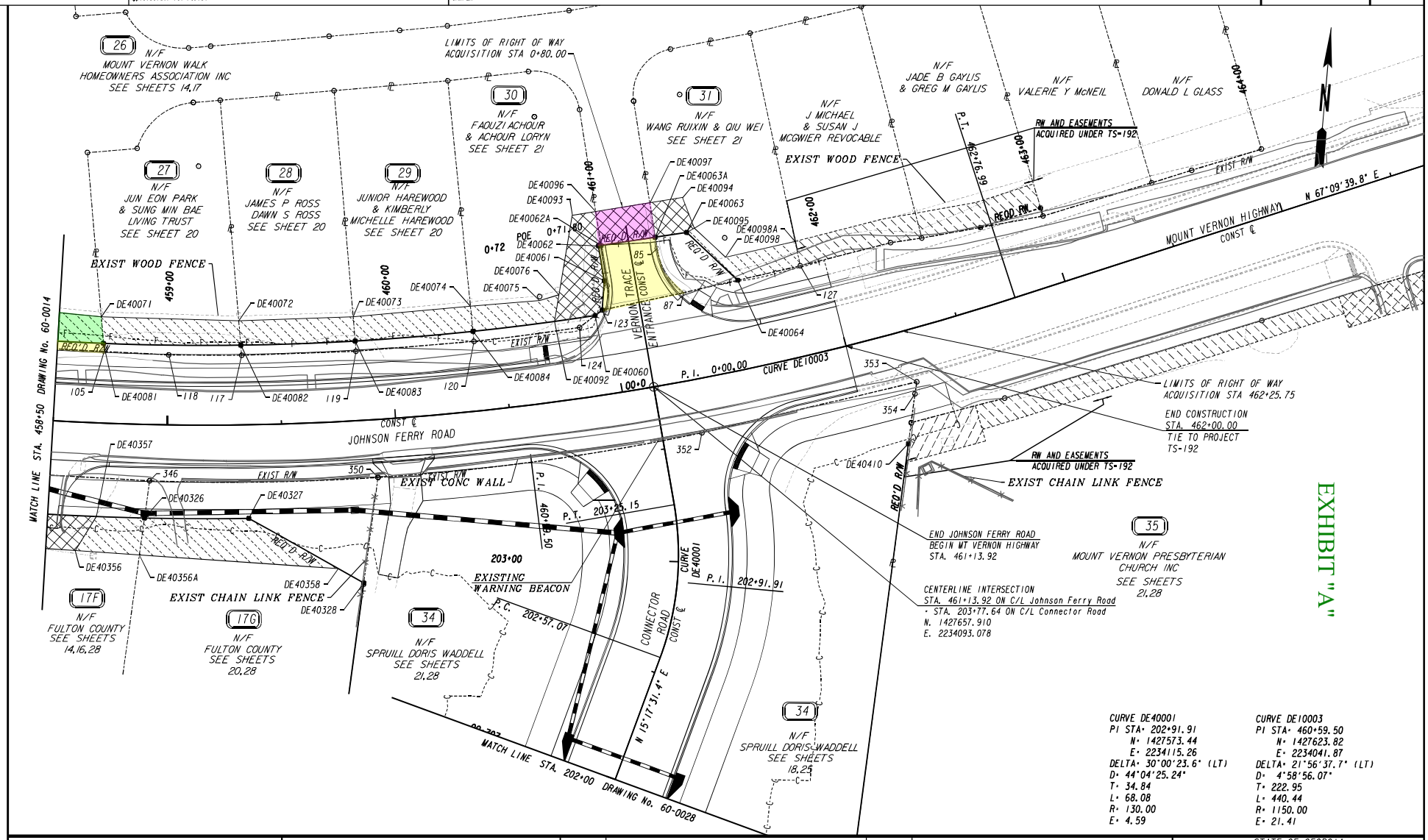
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: TS-191
COUNTY: FULTON
LAND LOT NO: 89
LAND DISTRICT: 121
GMD
DATE 12-09-19 SH 14 OF 34

DRAWING No.
60-0014

12/9/2019 GRMPLN



CURVE DE40001
PI STA= 202+91.91
N= 1427573.44
E= 2234115.26
DELTA= 30°00'23.6" (LT)
D= 44°04'25.24"
T= 34.84
L= 68.08
R= 130.00
E= 4.59

CURVE DE10003
PI STA= 460+59.50
N= 1427623.82
E= 2234041.87
DELTA= 21°56'37.7" (LT)
D= 4°58'56.07"
T= 222.95
L= 440.44
R= 1150.00
E= 21.41

EXHIBIT "A"

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: TS-191
COUNTY: FULTON
LAND LOT NO: 71
LAND DISTRICT: 121
GMD
DATE 12-09-19 SH 19 OF 34

DRAWING No.
60-0019

26

N/F
MOUNT VERNON WALK HOMEOWNERS ASSOCIATION INC
SEE SHEETS 14, 19

PARCEL 26 TRACT 1 REQ'D R/W DE50104

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
50	30.87	L	457+55.97	JOHNSON FERRY ROAD
	4.13		N 0°41'17.6" W	
DE40080	35.00	L	457+55.98	JOHNSON FERRY ROAD
	80.57		N 89°06'17.5" E	
DE40059	35.00	L	458+36.55	JOHNSON FERRY ROAD

ARC LENGTH = 33.07
CHORD BEAR = N 88°15'19.0" E
LNTH CHORD = 33.07
RADIUS = 1115.00
DEGREE = 5°08'19.1"

DE40081	35.00	L	458+70.65	JOHNSON FERRY ROAD
	3.56		S 9°41'36.8" E	
105	31.46	L	458+71.10	JOHNSON FERRY ROAD
	58.15		S 88°11'21.2" W	
115	31.04	L	458+12.01	JOHNSON FERRY ROAD
	56.04		S 88°55'52.7" W	
50	30.87	L	457+55.97	JOHNSON FERRY ROAD

REQD R/W = 434.67 SF
REQD R/W = 0.010 ACRES

PARCEL 26 TRACT 2 REQ'D R/W DE50116

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
88	36.99	L	460+99.13	JOHNSON FERRY ROAD

ARC LENGTH = 10.27
CHORD BEAR = N 4°04'14.5" W
LNTH CHORD = 10.22
RADIUS = 30.00
DEGREE = 190°59'09.4"

90	47.06	L	461+00.97	JOHNSON FERRY ROAD
	17.90		N 13°52'43.6" W	
DE40062A	64.95	L	461+01.03	JOHNSON FERRY ROAD
	24.00		N 76°25'53.0" E	
DE40063A	64.48	L	461+26.46	JOHNSON FERRY ROAD
	5.01		S 13°52'43.6" E	
85	59.47	L	461+26.33	JOHNSON FERRY ROAD

ARC LENGTH = 23.21
CHORD BEAR = S 36°02'50.5" E
LNTH CHORD = 22.64
RADIUS = 30.00
DEGREE = 190°59'08.7"

87	38.27	L	461+34.61	JOHNSON FERRY ROAD
	34.34		S 73°00'33.3" W	
88	36.99	L	460+99.13	JOHNSON FERRY ROAD

REQD R/W = 715.31 SF
REQD R/W = 0.016 ACRES

26 CONT.

N/F
MOUNT VERNON WALK HOMEOWNERS ASSOCIATION INC
SEE SHEETS 14, 19

PARCEL 26 REQ'D TEMP. EASM'T. DE50105

PNT	OFFSET/		STATION/	ALIGNMENT
DE40080	35.00	L	457+55.98	JOHNSON FERRY ROAD
DE40091	50.27	L	457+56.04	JOHNSON FERRY ROAD
DE40071	46.55	L	458+69.15	JOHNSON FERRY ROAD
DE40081	35.00	L	458+70.65	JOHNSON FERRY ROAD

ARC LENGTH = 33.07
CHORD BEAR = S 88°15'19.0" W
LNTH CHORD = 33.07
RADIUS = 1115.00
DEGREE = 5°08'19.1"

DE40059	35.00	L	458+36.55	JOHNSON FERRY ROAD
DE40080	35.00	L	457+55.98	JOHNSON FERRY ROAD

REQD EASMT AREA = 1529.98 SF

PARCEL 26 REQ'D DRWY. EASM'T. DE50117

PNT	OFFSET/		STATION/	ALIGNMENT
DE40062A	64.95	L	461+01.03	JOHNSON FERRY ROAD
DE40096	80.06	L	461+01.08	JOHNSON FERRY ROAD
DE40097	79.80	L	461+26.88	JOHNSON FERRY ROAD
DE40063A	64.48	L	461+26.46	JOHNSON FERRY ROAD
DE40062A	64.95	L	461+01.03	JOHNSON FERRY ROAD

TOTAL REQD R/W = 1149.98 SF
= 0.026 ACRES
TOTAL TEMP ESM'T = 1529.98 SF
REMAINDER = +/- 0.92 ACRES

EXHIBIT "B"

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: TS-191
COUNTY: FULTON
LAND LOT NO: 71
LAND DISTRICT: 121
GMD
DATE 12-09-19 SH 18 OF 34

DRAWING No.
60-0018

12/5/2015 GRWPLN

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT ON THAT CERTAIN TRACT OF LAND LOCATED WITHIN THE MOUNT VERNON WALK SUBDIVISION ALONG MT. VERNON HIGHWAY (TAX ID# 17-0071-0005-048-2), LYING IN LAND LOT 71 OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

WHEREAS, the City of Sandy Springs ("City") is currently in the process of constructing the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project ("Project"); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 1,149.98 square feet of fee simple right-of-way and 1,529.98 square feet of temporary construction easement ("Property"), located within the Mount Vernon Walk subdivision along Mt. Vernon Highway (Tax Id# 17-0071-0005-048-2), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by the Mount Vernon Walk Homeowners Association, Inc. ("Owner"); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of $48,000.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement ("Agreement") for purchase of the Property in the amount of $48,000.00; and

WHEREAS, the City desires to purchase the Property and to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA:

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of $48,000.00;

2. That the attached Agreement is hereby approved;

3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and

4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th day of December, 2022.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk

(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: November 14, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Deed for Dedication of Right of Way on Property Located at 7300 Roswell Road (Tax ID# 17-0032- LL-052-8), As Part of the Development Regulations Ordinance Requirements Related to Community Development File # LDP21-00065

Recommendation:

Staff recommends that the Mayor and City Council accept the right of way deed dedicating all that tract or parcel of land lying and located in Land Lot 32 of the 17th District, Fulton County, Georgia. The property, as shown in the attached exhibits, is being dedicated by the property owner, Fairfield Springs, LLC, and is more specifically known as 7300 Roswell Road, Sandy Springs, GA. The dedicated Fee Simple Right of Way totals 3,574.00 square feet and is being dedicated as required by the Development Regulations Ordinance in Connection with Community Development File # LDP21-00065 for Tax ID# 17-0032- LL-052-8.

Background:

Section 103-75 of the Development Regulations specifies a minimum-required right of way width based on street classifications. Such width must be dedicated prior to the approval of an Exemption Plat, Final Plat or a Land Disturbance Permit submittal. Property specific zoning conditions may increase or reduce the required right of way amount. Additionally, the right of way must be either the minimum width from centerline, 11' from the back of curb or 1' behind the sidewalk, whichever is greater.

Right of way is being dedicated along the parcel's Dalrymple Road frontage per the requirements/conditions of the Development Regulations Ordinance. The property owner has paid the recording fees and met the requirements of the Transportation Services Unit of the Public Works Department and the City's Right of Way Specialist for the dedication of the right of way.

Discussion:

N/A

Financial Impact:

None. This is a dedication at no cost to the City.

Alternatives:

N/A

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 11/22/2022
Marty Martin, Director of Public Works	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/25/2022
Kathy Williams, Staff Attorney	Approved - 11/26/2022
Eden Freeman, City Manager	Final Approval - 12/1/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Deed for Dedication. Fairfield Springs.7300 RRd
4. Resolution - ROW Deed of Dedication

0 0 0 0 mi

Deed for Dedication of ROW/Fairfield Springs, LLC

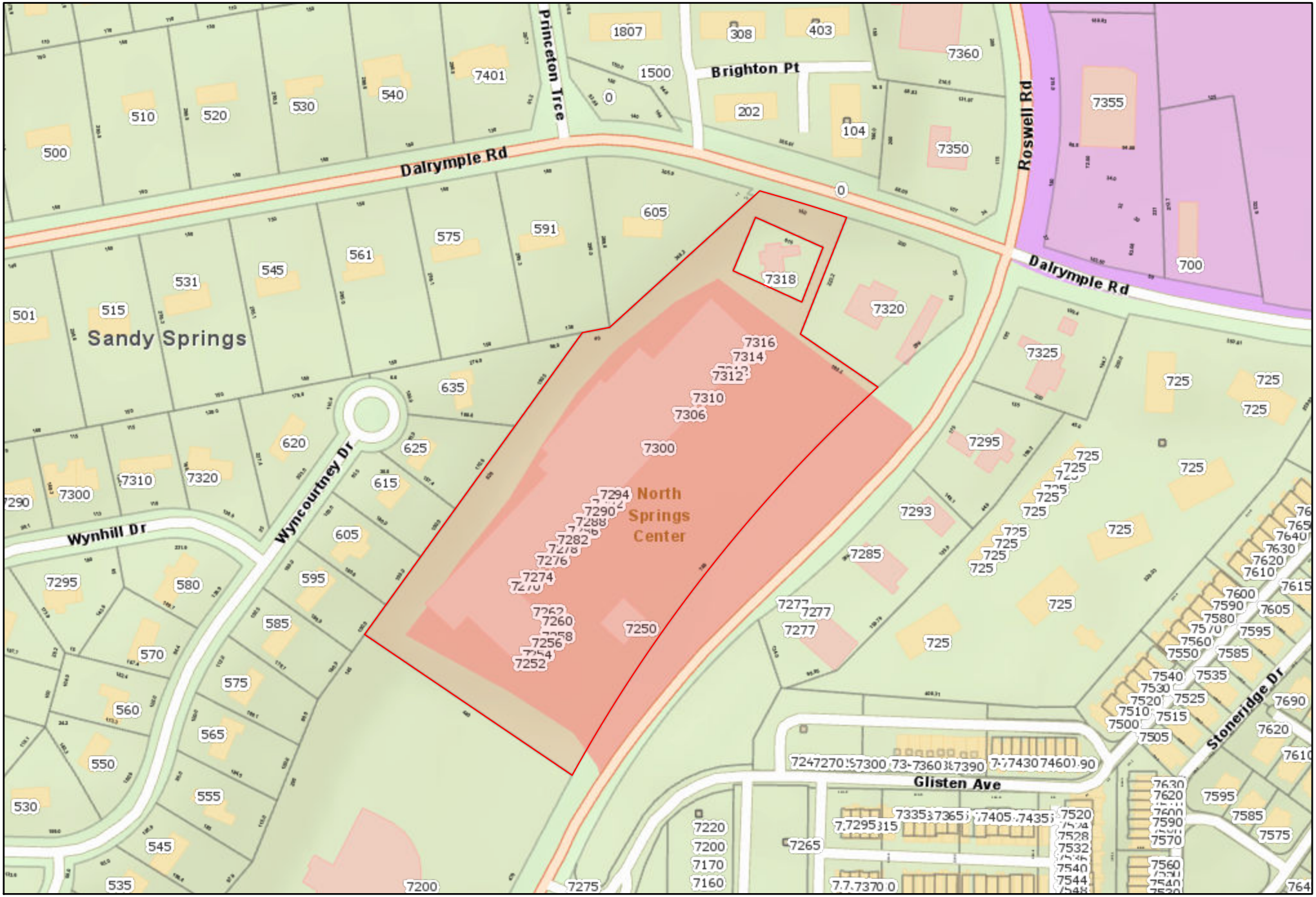
Date: 3/14/2022

Map Size: 8.5x11 (LETTER)

N

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations epicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses

FULTON COUNTY



0 0 0 0 mi

Deed for Dedication of ROW/Fairfield Springs, LLC

Date: 3/14/2022

Map Size: 8.5x11 (LETTER)

N

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations epicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses

FULTON COUNTY

AFTER RECORDING, PLEASE RETURN TO:
City Clerk's Office
1 Galambos Way
Sandy Springs, GA 30328

Cross reference:
Deed Book 64681, Page 231
Tax Parcel No: __17-0032-LL052-8__

DEED FOR DEDICATION OF RIGHT OF WAY

STATE OF GEORGIA
FULTON COUNTY

THIS INDENTURE made this 4th day of March, 2022, between Fairfield Springs, LLC, as Grantor(s), and the CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation of the State of Georgia, as Grantee.

WITNESSETH: That for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, Grantor does grant and convey unto Grantee, its successors and assigns, the following property, to wit:

> That tract of land lying and being in Land Lot 32 of the 17th District of Fulton County, Georgia and being more particularly described in Exhibit "A" and shown on Exhibit "B" both hereby made part of by reference.
>
> It is the intent of both parties that the Grantee shall receive fee simple Right of Way along Dalrymple Road, with a total depth of 45-66 feet from existing centerline and equaling 3,574 square feet (0.082 acres) for the purpose of road improvements. This dedication is in conjunction with the City of Sandy Springs Community Development Department File No.: LDP21-00065.

To have and to hold the bargained premises unto Grantee, its successors and assigns forever in fee simple.

Grantor(s) will forever warrant and defend the title to the bargained premises unto Grantee, its successors and assigns against the claims of all persons whomsoever.

IN WITNESS WHEREOF Grantor has here unto caused this deed to be executed and its seal affixed hereto the day and year above written.

Signed, sealed, and delivered in the presence of:

GRANTOR(s):

Jamison Condie

Unofficial Witness

Name: Jamison Condie

By: See Attached (SEAL)

Name:

Title:

Notary Public

My commission expires 04/09/2024

(notary seal)

By: (SEAL)

Name:

Title:

VICTOR WIREKO
Notary Public - State of Georgia
Fulton County
My Commission Expires Apr 9, 2024

SIGNATURE BLOCK FOR FAIRFIELD SPRINGS LLC

Fairfield Springs LLC,
a Georgia limited liability company

By: FRH GP LLC,
a Delaware limited liability company,
it's Non-Member Manager

By: _____
Name: Bryan Condie
Title: Vice President

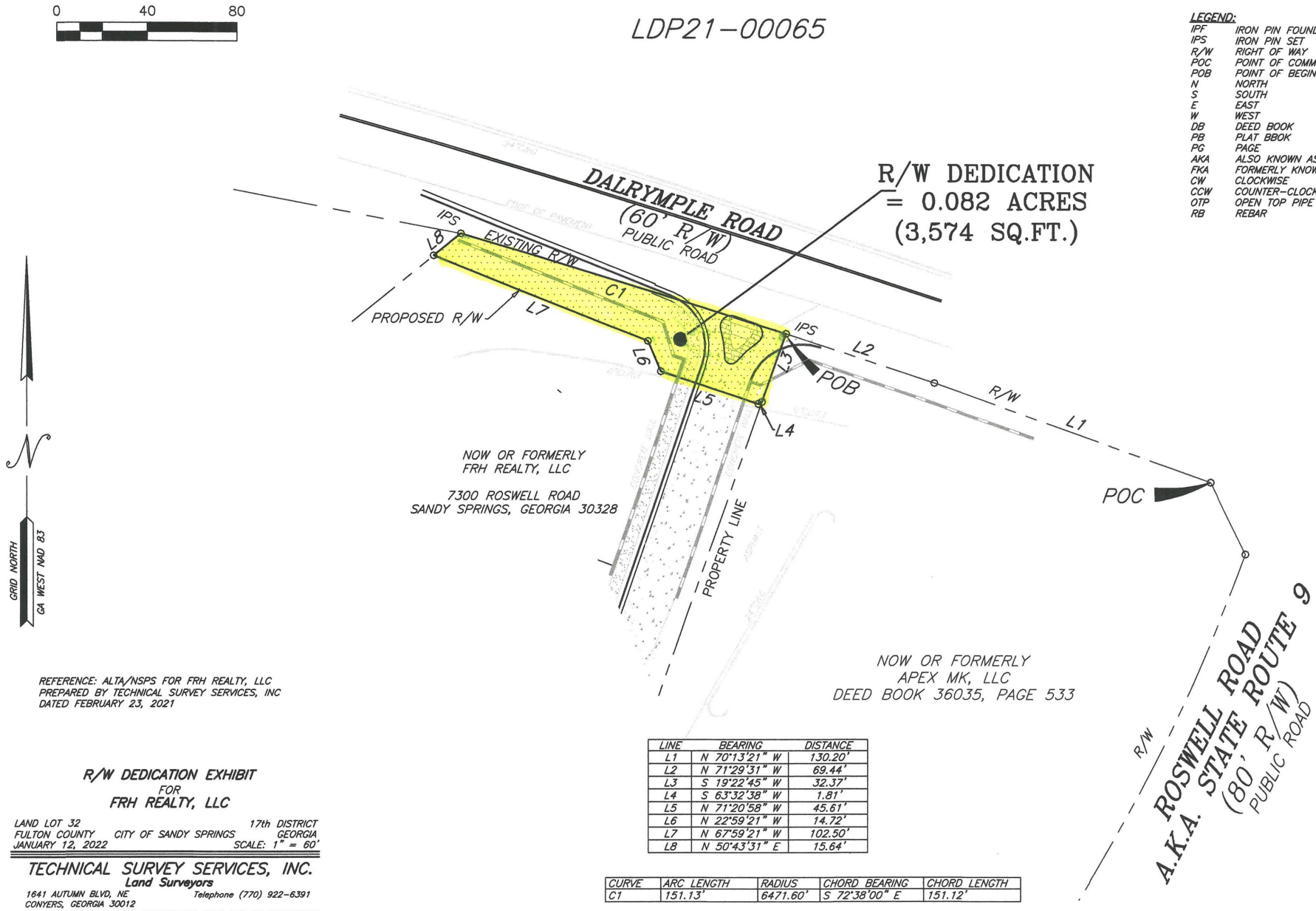
EXHIBIT "A"
Legal Description

All that tract or parcel of land lying and being in Land Lot 32 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

To Reach the True Point of Beginning, commence at a point at the northerly most mitered intersection of the southerly Right of Way of Dalrymple Road (60' R/W) and the westerly Right of Way of Roswell Road A.K.A. State Route 9 (80' R/W); thence running along the southerly Right of Way of Dalrymple Road North 70° 13' 21" West a distance of 130.20 feet to a 1/2" rebar found; thence North 71° 29' 31" West a distance of 69.44 feet to and iron pin set and the TRUE POINT OF BEGINNING, from point thus established and leaving said Right of Way and running South 19° 22' 45" West a distance of 32.37 feet to a point; thence South 63° 32' 38" West a distance of 1.81 feet to a point; thence North 71° 20' 58" West a distance of 45.61 feet to a point; thence North 22° 59' 21" West a distance of 14.72 feet to a point; thence North 67° 59' 21" West a distance of 102.50 feet to a point; thence North 50° 43' 31" East a distance of 15.64 feet to an iron pin set on the aforementioned southerly Right of Way of Dalrymple Road; thence running along said Right of Way along a curve to the right an arc length of 151.13 feet, (said curve having a radius of 6471.60 feet, with a chord bearing of South 72° 38' 00" East, and a chord length of 151.12 feet) to the TRUE POINT OF BEGINNING. Said tract contains 0.082 Acres (3,574 Square Feet).

EXHIBIT "B"
Plat

LDP21-00065



LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
DB	DEED BOOK
PB	PLAT BBOK
PG	PAGE
AKA	ALSO KNOWN AS
FKA	FORMERLY KNOWN AS
CW	CLOCKWISE
CCW	COUNTER-CLOCKWISE
OTP	OPEN TOP PIPE
RB	REBAR

LINE	BEARING	DISTANCE
L1	N 70°13'21" W	130.20'
L2	N 71°29'31" W	69.44'
L3	S 19°22'45" W	32.37'
L4	S 63°32'38" W	1.81'
L5	N 71°20'58" W	45.61'
L6	N 22°59'21" W	14.72'
L7	N 67°59'21" W	102.50'
L8	N 50°43'31" E	15.64'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	151.13'	6471.60'	S 72°38'00" E	151.12'

REFERENCE: ALTA/NSPS FOR FRH REALTY, LLC
PREPARED BY TECHNICAL SURVEY SERVICES, INC
DATED FEBRUARY 23, 2021

R/W DEDICATION EXHIBIT
FOR
FRH REALTY, LLC

LAND LOT 32 — 17th DISTRICT
FULTON COUNTY — CITY OF SANDY SPRINGS — GEORGIA
JANUARY 12, 2022 — SCALE: 1" = 60'

TECHNICAL SURVEY SERVICES, INC.
Land Surveyors
1641 AUTUMN BLVD, NE — Telephone (770) 922-6391
CONYERS, GEORGIA 30012
JOB: 2021-759 SCREEN FILE: 2021-759 RW EXHIBIT.DWG

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT A DEED FOR THE DEDICTION OF RIGHT OF WAY ON PROPERTY LOCATED IN LAND LOT 32 OF THE 17th DISTRICT, FULTON COUNTY, CITY OF SANDY SPRINGS, GEORGIA; TAX ID# 17-0032- LL-052-8

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs, and

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

That they approve the acceptance of the dedication of a Right of Way Deed from Fairfield Springs, LLC, on property more particularly described as 7300 Roswell Road in Sandy Springs, Georgia. This dedication is associated with Community Development File# LDP21-00065.

As required per conditions of the Development Regulations Ordinance, the City authorizes the acceptance of the required 3,574.00 square feet of Fee Simple Right of Way along Dalrymple Road located at the address of 7300 Roswell Road in land lot 32 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this the 6th day of December, 2022.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk
(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: November 14, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Donation of a Temporary Construction Easement on Property Located at 7300 Roswell Road in Land Lot 32 of the 17th District, City of Sandy Springs (Tax ID# 17-0032- LL-052-8); TS-108 Dalrymple Road at Roswell Road Intersection Improvements Project

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Recommendation:

Staff recommends that the Mayor and City Council accept a Donation of a Temporary Construction Easement on that tract of land lying and located in Land Lot 32 of the 17th District, Fulton County, Georgia. The property is owned by Fairfield Springs, LLC, and is located at 7300 Roswell Road, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 748.87 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-108 Dalrymple Road at Roswell Road Intersection Improvements Project.

Discussion:

The Property Owner agreed to donate the required Temporary Construction Easement at no cost to the City.

Financial Impact:

This is a dedication at no cost to the City.

Alternatives:

The acquisition reflects the minimum amount of right-of-way required in order to deliver the desired project. The City can decline to execute the ROW Agreement and not execute the project as designed.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 11/22/2022
Marty Martin, Director of Public Works	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/23/2022
Kathy Williams, Staff Attorney	Approved - 11/23/2022

Eden Freeman, City Manager Final Approval - 12/1/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed TCE. Fairfield Springs LLC
4. RESOLUTION

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Deed for Dedication of ROW/Fairfield Springs, LLC

Date: 3/14/2022

Map Size: 8.5x11 (LETTER)

N

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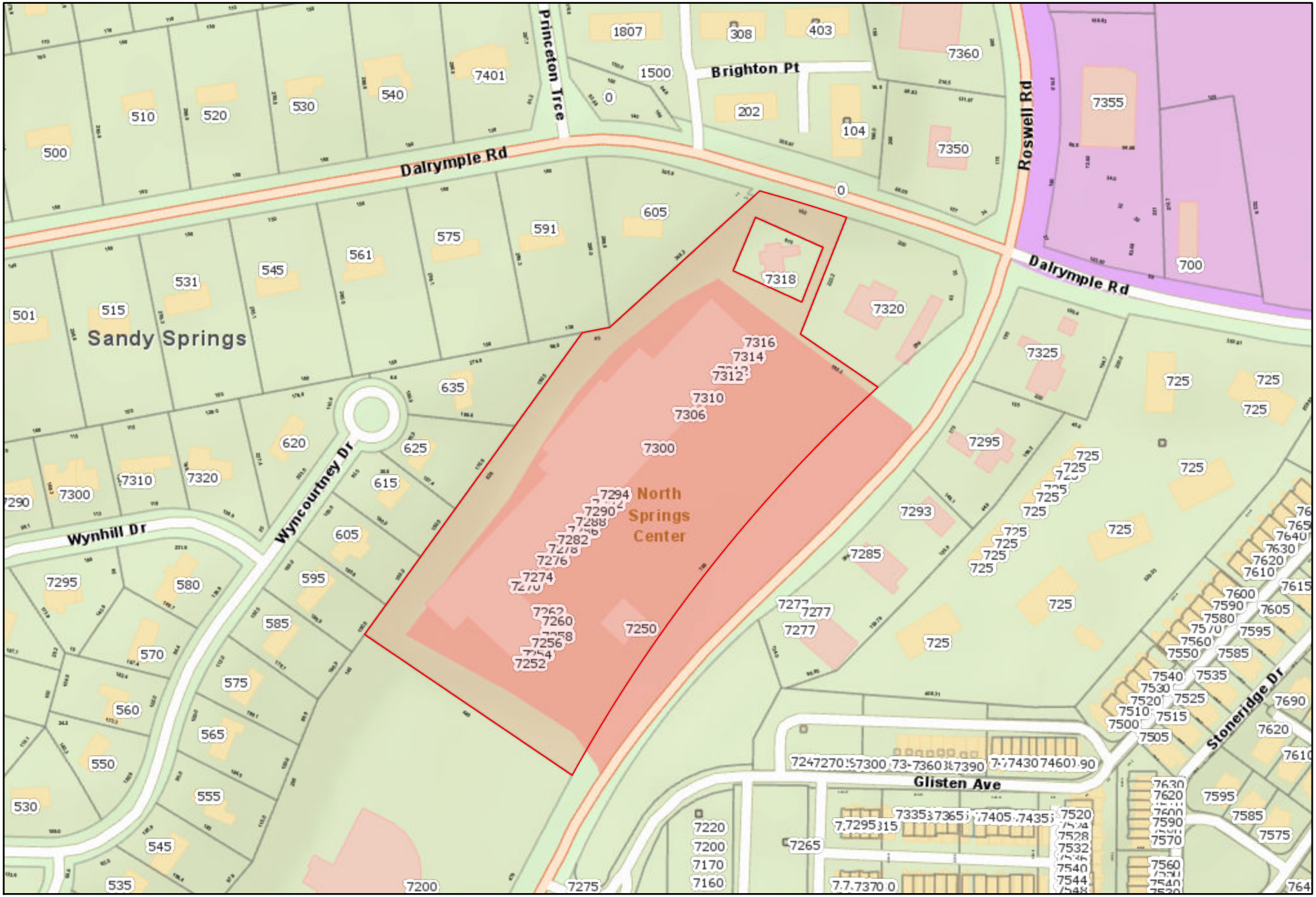
FULTON COUNTY



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Deed for Dedication of ROW/Fairfield Springs, LLC

Date: 3/14/2022

Map Size: 8.5x11 (LETTER)

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FULTON COUNTY

Tax Parcel No.: 17-0032- LL-052-8

AFTER RECORDING, PLEASE RETURN TO:
City of Sandy Springs
c/o City Clerk
1 Galambos Way
Sandy Springs, GA 30328

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS EASEMENT is made and executed the 4th day of March, 2022.

WHEREAS, the City of Sandy Springs in the County of Fulton, Georgia desires to make certain intersection improvements for the Roswell Road at Dalrymple Road Intersection, Project No. TS-108;

NOW, THEREFORE, for value received, **FAIRFIELD SPRINGS, LLC**, hereinafter referred to as the "Grantor", does (do) hereby grant a Temporary Construction Easement to the **CITY OF SANDY SPRINGS, GEORGIA**, hereinafter referred to as the "City", for the right to execute certain construction over and upon City's land abutting on and adjacent to the City's right of way in such manner as the City may deem proper to support or accommodate the improvements of said project. The easement areas are described in Exhibit "A" and shown on the plat labeled Exhibit "B", both of which are attached hereto and incorporated herein by reference. Any slopes will remain in place and the City will cease to maintain the slopes upon completion and final acceptance of the project by the City of Sandy Springs Public Works Department.

The Temporary Construction Easement granted herein shall commence upon use of this Easement for construction of the Mount Vernon Highway Multiuse Path Intersection Improvement Project, and it shall terminate three years from commencement or upon the completion and final acceptance of the Mount Vernon Highway Multiuse Path Intersection Improvement Project, whichever date shall first occur.

The Temporary Construction Easement granted herein shall bind the heirs and assigns of the undersigned party and shall inure to the benefit of the successors in title of the City.

Parcel No. 2

AND THE SAID Grantor will warrant and forever defend the right and title to the above described easement unto the said City against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this easement as of the day and year first above written.

Signed, sealed and delivered this
4th day of March, 2022,
in the presence of:

FAIRFIELD SPRINGS, LLC

Witness

By: See Attached (SEAL)

Name:

Title:

Notary Public

VICTOR WIREKO
Notary Public - State of Georgia
Fulton County
My Commission Expires Apr 9, 2024

SIGNATURE BLOCK FOR FAIRFIELD SPRINGS LLC

Fairfield Springs LLC,
a Georgia limited liability company

By: FRH GP LLC,
a Delaware limited liability company,
it's Non-Member Manager

By: _____
Name: Bryan Condie
Title: Vice President

EXHIBIT "A"
LEGAL DESCRIPTION
FAIRFIELD SPRINGS LLC
7318 DALRYMPLE ROAD NE, SANDY SPRINGS, GA 30328
PIN: 17-0032- LL-052-8

TEMPORARY EASEMENT FOR CONSTRUCTION OF SLOPES

ALL THAT TRACT or parcel of land lying and being in Land Lot 32 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a point 41.65 feet right and opposite of Station 12+48.03 on said construction centerline laid out for Dalrymple Road

THENCE S 50^44'12.7" W a distance of 5.70 feet to a point 46.51 feet right and opposite of station 12+45.05 on said construction centerline laid out for Dalrymple Road

THENCE S 67^59'21.2" E a distance of 83.32 feet to a point 50.58 feet right and opposite of station 13+28.27 on said construction centerline laid out for Dalrymple Road

THENCE S 16^23'42.3" E a distance of 13.57 feet to a point 61.61 feet right and opposite of station 13+36.16 on said construction centerline laid out for Dalrymple Road

THENCE S 80^30'36.1" E a distance of 24.10 feet to a point 57.54 feet right and opposite of station 13+59.92 on said construction centerline laid out for Dalrymple Road

THENCE N 22^59'21.2" W a distance of 14.72 feet to a point 46.64 feet right and opposite of station 13+50.04 on said construction centerline laid out for Dalrymple Road

THENCE N 67^59'21.2" W a distance of 102.13 feet back to the point of BEGINNING

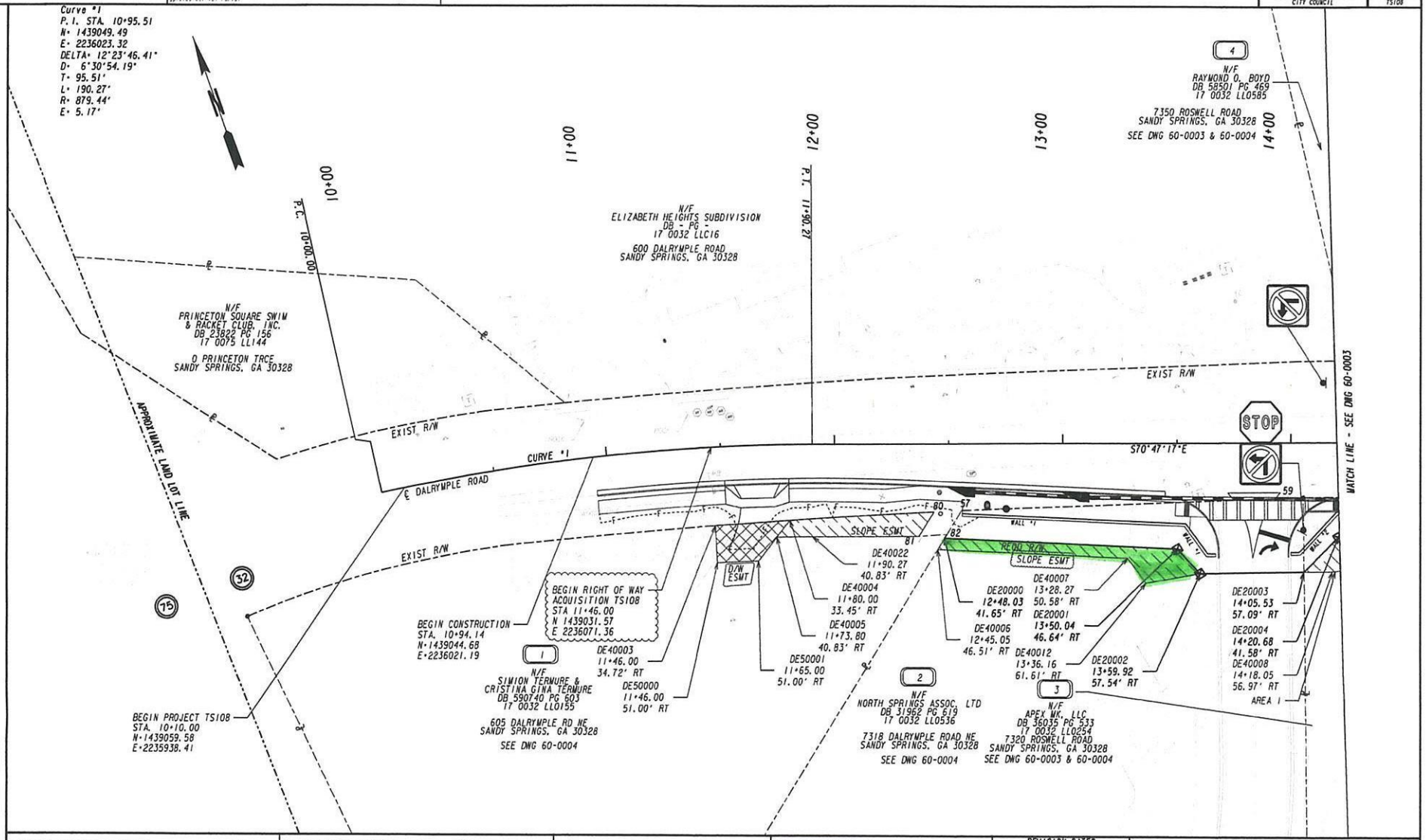
Said tract or parcel contains 748.87 SF or 0.017 acres more or less.

9/11/2020 5:37:25 PM
Holly.Painter
CP.01-V8
galotag'der'v81'PO.tbl
TS108-60-0002.dgn

CITY OF SANDY SPRINGS
CITY COUNCIL

PROJECT NO.
TS108

EXHIBIT "B" 1 OF 2



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D R/W & LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	ORANGE BARRIER FENCE
EASEMENT FOR CONSTR OF DRIVES	ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

KCI

SCALE IN FEET
0 20 40 80

SANDY SPRINGS
PROJECT FUNDED BY
T-SPLOST
IN COOPERATION WITH FULTON COUNTY

SANDY SPRINGS
GEORGIA

REVISION DATES
7/23/20
8/6/20
9/11/20

RIGHT-OF-WAY PLANS
DALRYMPLE ROAD AT ROSWELL ROAD

CHECKED:		DATE:	DRAWING No.
BACKCHECKED:		DATE:	60-0002
CORRECTED:		DATE:	
VERIFIED:		DATE:	

6/23/2020 DPW

9/11/2020 4:40:06 PM GPLOT-V8 TS108-60-0004.dgn
Holly.Painter galatoborder-v8i-PO.pl

CITY OF SANDY SPRINGS
CITY COUNCIL

PROJECT NO.
TS108

EXHIBIT "B" 2 OF 2

PAR 2 TESMT REQ'D TEMP. EASM'T. DE402

PNT	OFFSET/		STATION/	ALIGNMENT
DE20000	41.65	R	12+45.03	Dalrymple Road
DE40006	46.51	R	12+45.05	Dalrymple Road
DE40007	50.58	R	13+28.27	Dalrymple Road
DE40012	61.61	R	13+35.16	Dalrymple Road
DE20002	51.54	R	13+59.92	Dalrymple Road
DE20001	46.64	R	13+50.04	Dalrymple Road
DE20000	41.65	R	12+45.03	Dalrymple Road

REQ'D EASMT AREA = 748.87 SF

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

KCI

SANDY SPRINGS
PROJECT FUNDED BY T-SPLOST
IN COOPERATION WITH FULTON COUNTY

SANDY SPRINGS
GEORGIA

REVISION DATES		
7/23/20		
8/6/20		
9/11/20		

RIGHT-OF-WAY PLANS
DALRYMPLE ROAD AT ROSWELL ROAD

CHECKED: DATE:
BACKCHECKED: DATE:
CORRECTED: DATE:
VERIFIED: DATE:

DRAWING No.
60-0004

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT A DONATION OF A TEMPORARY CONSTRUCTION EASEMENT ON THAT TRACT OF LAND LOCATED AT 7300 ROSWELL ROAD (TAX ID# 17-0032- LL-052-8), LYING IN LAND LOT 32 OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs, and

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents; and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of a Donation of 748.87 square feet of Temporary Construction Easement for $0.00 (Donation) by the City of Sandy Springs for property located at 7300 Roswell Road, owned by Fairfield Springs, LLC, in Land Lot 32 of the 17th District, Fulton County, City of Sandy Springs, Georgia

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

To facilitate the construction of the TS-108 Dalrymple Road at Roswell Road Intersection Improvements Project, the City approves the acceptance of a Donation of a Temporary Construction Easement on property located in Land Lot 32 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 6th day of December, 2022.

APPROVED:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk
(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Catherine Mercier-Baggett, Sustainability Manager

DATE: November 2, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: TA22-0008
Request for Mayor and City Council Consideration of an Amendment to Section 1 - Landscape, Tree and Buffer Submittal Plans and Planting Standards of the Sandy Springs Technical Manual (Deferred from the November 1, 2022 City Council Meeting)

Recommendation:

Staff recommends approval of the Amendment.

Background:

This item was presented to Mayor and City Council on November 1, 2022, and was deferred to December 6, 2022, to allow Staff to work with the community on the update of the Recommended Tree Species List. Staff hosted a meeting on November 17, 2022. In order to allow sufficient time for research and community discussion, staff have removed the Tree Species List modifications from the amendment proposed for consideration this evening. The Tree Species List will be the subject of a future Text Amendment, anticipated in the first quarter of 2023.

Section 1 of the Technical Manual provides supplemental information and implementation guidance to Div. 9.3. - Tree Conservation and Div. 8.2 – Landscaping and Screening of the Development Code.

The proposed amendment applies to several subsections, with two main changes.

1. The first occurs in Sec. 1. A.5. Sample Canopy Calculations where the calculations are better explained through the use of a new example of development.
2. The second is the adoption of Sec. 1.N. Sustainable Landscape Practices, to guide new landscaping contracts and projects for City property. This section outlines best practices for the selection of plant species and the management of pests. The Sustainable Landscape Practices are a requirement of the City's accreditation as a Bee City USA Affiliate and an achievement that will be included in the Mayors Monarch Pledge report.

Discussion:

The changes, if approved, will help implement the requirements of the Development Code, and incrementally transform our landscape design and maintenance practices.

Financial Impact:

No financial impact is anticipated.

Alternatives:

Mayor and City Council may choose to deny the Amendment and maintain the Technical Manual as adopted, or provide additional guidance to staff.

Review:

Catherine Mercier-Baggett, Sustainability Manager	Created/Initiated - 11/22/2022
Kristin Byars Smith, Assistant City Manager	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/25/2022
Kathy Williams, Staff Attorney	Approved - 11/26/2022
Eden Freeman, City Manager	Final Approval - 12/2/2022

Attachments:

1. TA22-0008 Ordinance
2. TA22-0008 Presentation
3. TA22-0008 Proposed Amendment
4. TA22-0008 Staff Report

STATE OF GEORGIA
CITY OF SANDY SPRINGS

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA TO AMEND SECTION 1 - LANDSCAPE, TREE AND BUFFER SUBMITTAL PLANS AND PLANTING STANDARDS OF THE SANDY SPRINGS TECHNICAL MANUAL AS FURTHER DESCRIBED BELOW; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Sandy Springs is charged with providing for the health, safety and welfare of the citizens of the City; and

WHEREAS, the City of Sandy Springs previously adopted and amended the Technical Manual and has identified text amendments necessary to the proper implementation of The Next Ten Comprehensive Plan; and

WHEREAS, the Mayor and City Council have conducted a properly advertised Public Hearing prior to adoption of this Ordinance.

NOW THEREFORE, THE MAYOR AND COUNCIL FOR THE CITY OF SANDY SPRINGS HEREBY ORDAIN AS FOLLOWS:

SECTION I: The City of Sandy Springs Technical Manual is hereby amended by replacing Section 1 - Landscape, Tree and Buffer Submittal Plans and Planting Standards in its entirety by the following:

SECTION 1 - LANDSCAPE, TREE AND BUFFER SUBMITTAL PLANS AND PLANTING STANDARDS
Should any standard conflict with the Development Code, the Development Code shall govern.

A. **Canopy Cover Requirements**

1. Coverage area of site is based on calculation of trees to remain and trees to be planted to be no less than the allowances listed in the Tree Conservation Code, most current version.

2. Canopy cover requirements shall be established for the protection of all existing Protected Trees.

3. Canopy can be determined by general assignment.
   a. Canopy square footage is based on tree species. Refer to Section M. Recommended Species List to see which species are considered large (1,000 sq ft), medium (500 sq ft) and small (250 sq ft).

4. Trees planted to meet canopy cover standards must be 2.5” in caliper size and maintained in healthy condition for a minimum of three (3) full growing seasons.

5. Sample Canopy Calculations

The following example is for a single-family residential lot, with a 35% coverage (see Sec. 9.3.2. – Standards of the Development Code for other uses). All trees must be identified on the site plan with an inventory chart for all trees 18” in diameter and larger.

Trees impacted 25% or greater should be identified as lost without canopy credit.

Inventory Chart

DBH	Species	Landmark	Impact	Removed /Lost	Existing canopy (sq ft)	Post-Development Canopy (sq ft)
18	Hardwood	-	0%	No	1000	1000
31	Pine	Yes	3%	No	1250	1250
22	Pine	-	27%	Lost	1000	0
19	Pine	-	9%	No	1000	1000
25	Pine	-	0%	No	1000	1000
28	Hardwood	Yes	14%	No	1250	1250
19	Hardwood	-	50%	Yes	1000	0
26	Hardwood	-	21%	No	1000	1000
				Total	8,500	6,500

Calculations

Lot area	20,836 sq ft
Existing Canopy	8,500 sq ft
Required Canopy	7,293 sq ft (35% x 20,836 sq ft)
Post-Development Canopy	6,500 sq ft
Shortage	793 sq ft (7,293 sq ft - 6,500 sq ft)
Tree Fund recompense	$951.60 (793 sq ft x $1,200 / 1,000 sq ft)
Mitigation replanting	1 Tree (1000 sq ft)
Final Canopy	7,500 sq ft (6,500 sq ft + 1,000 sq ft)

B. **Landscape Strips on Private Property**

1. The width of landscape strips must, as a minimum, conform to the requirements of the conditions of zoning or the requirements of the Development Code.
2. The width is measured from the newly dedicated right-of-way or from the property lines of contiguous parcels, as applicable.
3. No permanent structures are permitted within landscape strips. This includes retaining walls, curbing, dumpsters, detention facilities, etc. Monument signs, drainage structures, transformer, and sidewalks may be allowed only with pre-approval.
4. Curb stops must be used to prevent vehicle overhang into required landscape strips and parking lot landscape islands. One curb stop per parking stall is required.
5. Signs within required landscape strips are subject to the approval of the Department of Community Development. These signs may only be located in areas of turf or groundcover and must not conflict with the growth potential of trees and shrubs. Signs are not permitted within required undisturbed buffers.
6. The deposition of storm water runoff into drainage swales through landscape strips is generally not permitted. Exceptions will be considered only if the design complies with BMPs described by standards of the Georgia Storm Water Management Manual. Under no circumstances may the width of a drainage easement through a landscape strip exceed the width of the strip. The size and configuration of the landscape strip may be altered to accommodate the drainage swale.
7. All species within required landscape strips must be ecologically compatible with the intended growing site. If non-native ornamental trees are used to satisfy landscape strip requirements, they will not count for satisfying canopy requirements.

8. A mix of species of trees is preferred when 6 or more trees are required.
9. All plant materials are subject to approval by the City of Sandy Springs.
10. All trees must be planted in a suitable soil volume. In a normal surface planting environment with average soil depths greater than or equal to 3 feet, soil volume calculations may be based on surface areas as follows:
    a. Small canopy tree = 25 square feet
    b. Medium canopy tree = 150 square feet
    c. Large canopy tree = 300 square feet
11. Required trees shall be planted between mid-October and the end of February. The survival of trees planted outside of that time period shall be guaranteed by placing funds in escrow with the Department of Community Development. Funds may be placed in escrow in lieu of planting pending the desirable planting season. The total amount deposited shall include the purchase, transport and installation of plant materials.
12. Trees planted to meet the landscape strip standards must be maintained in good health for a minimum of 3 full growing seasons.
13. Sub-surface soil cells or structural soils must be used to obtain a 3 foot minimum depth and soil volume where tree planting is to occur with limited surface areas or within built structures such as parking lots and sidewalks. Use is subject to approval by City of Sandy Springs.
14. Spacing and species selection is subject to Sandy Springs Director or designee approval. Compensation may be granted for the protection of existing trees.

C. **Planting within Rights-of-Way**

1. Approval from the Department of Community Development, Department of Public Works and the Georgia Department of Transportation (D.O.T), where applicable, is required, as planting is generally not permitted in the rights-of-way other than is required, as planting is generally not permitted in the rights-of-way other than required street trees. When trees are planted in the rights-of-way the following conditions shall be met:
    a. A minimum of three inch (3") caliper trees shall be planted.
    b. A minimum soil volume per these Administrative Standards.
    c. Ideal spacing of large trees is 30 to 50 feet on center.
    d. Underground utilities shall be installed prior to planting.
2. Where approval is received, the following conditions must be met:
    a. Indemnification and Maintenance agreements must be recorded with the City prior to permitting irrigation or planting within City rights-of-way.
    b. Agreements must be recorded in the name of a Homeowner's Association (along with documentation attesting to that association's existence), for subdivisions.
    c. These agreements must be recorded in the property owner's name for all other types of projects.
    d. Trees planted within rights-of-way cannot be counted toward the tree canopy or landscape strip requirements for a site.
    e. Prior to planting trees in rights-of-way, a shoulder cross-section must be provided indicating the placement of the trees in relation to the curb, and underground utilities. Placement and species are subject to the approval of the Sandy Springs Arborist and the Director.
    f. Drawings for irrigation system within rights-of-way must indicate the location of lines, meter, heads, spray radius, shut off valves, timers and a 24 hour emergency contact phone number.

D. **Buffers on Private Property**

1. Definitions of different buffers are found in the Development Code.
2. When land use of a property changes, the minimum requirements for the new use shall be met.
3. Required undisturbed buffers must remain undisturbed and actively protected in perpetuity under the auspices of the Tree Conservation section of the Development Code.
4. Buffers must be replanted where disturbed for approved access and utility crossings.
5. All buffer plant materials are subject to approval by the City of Sandy Springs.
6. The buffers shall be replanted to meet the following standards:

a. To accomplish screening, the plant materials must be evergreen and a minimum 5 feet in height at time of planting, with branching full to the ground.
b. The number of planting rows for tree replacement in buffers is determined by buffer width as provided in Development Code Sec. 8.2.

7. Encroachment into buffers for the construction of retaining walls, footing, or wall supports is not permitted unless otherwise specified in the conditions of rezoning. Encroachments into undisturbed buffers shall be requested through rezoning or variance, as applicable. Drainage within or through buffers may require additional width to compensate for drainage area, and is subject to the approval of the City.
8. No grading is allowed in buffers unless permission is obtained through City Arborist review and Director approval.

E. **State Water Buffers Restoration Standards**

The following standards apply to restoration of vegetation in state waters buffers regulated by the City in conjunction with a Variance, pursuant to Development Code Div. 11.6. - Relief. Other projects such as streambank stabilization are subject to bioengineering best practices.
Intrusion and disturbance in stream buffers must be promptly mitigated through revegetation. Plants are necessary to the proper functioning of the buffer by controlling erosion, slowing and filtering runoff, shading the water to stabilize temperature, and providing wildlife habitat.

1. Installation.
   a. All work inside the buffer must be conducted by hand, without the use of machinery.
2. Plant selection.
   a. All selected species must be native to the Piedmont region.
   b. No more than 25% of individual trees or shrubs may be of a same species. For example, if 20 trees are needed, only 5 (five) can be of a same species.
   c. Minimum stock sizes.
      i. Large trees: 2" caliper.
      ii. Understory trees: 1" caliper.
      iii. Shrubs: 1 trade gallon.
      iv. Groundcover and perennials: 4" pot.
   d. Plant selection should focus on species that provide rapid ground coverage and erosion control.
   e. City Staff will confirm the suitability of the proposed planting plan and plant selection.
3. Planting scheme.
   a. Plants must provide the associated coverage (see below) within three (3) years of planting. Bare areas between young plants must be stabilized with mulch.
   b. Trees and shrubs may be planted in groupings; however, the groupings must be distributed throughout the entire disturbed area. The final result should look like a naturally established buffer, as opposed to a conventional landscaped area.
   c. The calculation of plants needed is based on square footage of the area to be restored (see below).
4. Canopy coverage.
   a. Trees planted for restoration may count towards the required lot canopy; however, they cannot be counted as recompense for trees removed.
5. Calculations.
   a. A chart detailing the calculations must be provided on the planting plan, which must be approved by the City.
   b. Each stratum should cover 25% of the area to be restored.
   c. Individual plants in each stratum have an associated coverage of:

Stratum	Initial plant size	Coverage per plant (square feet)
Large tree	2" cal.	200

Stratum	Initial plant size	Coverage per plant (square feet)
Understory tree	1" cal.	100
Shrub	3 gal.	25
	1 gal.	10
Groundcover and/or perennial	1 gal.	5
	4" pot	1

d. Example:

Area to be restored: 10,000 square feet		
Each stratum coverage: 10,000 × 25% = 2,500 square feet		
Stratum	*Coverage per plant (square feet)*	*Number of plants*
Large trees (2" cal.)	200	13
Understory trees (1" cal.)	100	25
Shrubs (3 gal.)	25	20
Shrubs (1 gal.)	10	200
Groundcover and/or perennials (1 gal.)	5	100
Groundcover and/or perennials (4" pot)	1	2,000

F. **Chattahoochee River Corridor Tributary Protection Area**— See Development Code

G. **Reserved**

H. **Tree Conservation and Protection Plan (TCPP) Preparation Guidelines**

1. Evaluate the conservation potential of all trees on site based on their species, health, structural condition, and location in relation to site modifications and proposed structures and utilities.

2. Diagram the approximate location of the trees' critical root zones (CRZ), based on 1.25 feet of radius for every inch of diameter at breast height (dbh), or drip-line.
3. Evaluate trees on adjacent properties for a full range of potential impacts, and negotiate mitigating actions with the adjacent property owners.
4. Either modify the site plan or identify trees that cannot be protected to be removed. Generally, trees that suffer disturbance to 25% of the CRZ are considered destroyed. Variables include the nature of disturbance, the potential to mitigate damage, the species of tree, its condition, and vigor.
5. Disturbance to the CRZ includes changing the finish elevation of the soil 3" or greater by cutting or filling, compaction by activity or storage of materials, or any cutting or trenching.
6. The protection of clumps or groupings of trees is more effective than individual trees.
7. Plan for how the full range of site activities could potentially impact the trees. Identify staging areas for parking, material storage, construction debris, and concrete washout.
8. Identify way to ensure sub-contractor understanding and compliance with the Tree Protection Plan.

I. **TCPP Implementation**

1. Conduct pre-construction tree maintenance - fertilization, and pruning remove structural defects, deadwood, or to improve clearance for equipment and structures. Educate all workers on site about tree protection techniques and requirements.
2. Requirements shall be noted on landscape and tree plan.
3. Establish a tree protection zone equal to the trees' critical root zone, (1.25' × 1"~~cal~~ dbh), or as a minimum along the limits of disturbance.
4. Install tree protection fencing prior to any land disturbance.
5. Acceptable Tree Fencing includes the following (See Figure 2):
   a. A minimum 4 feet high barrier, constructed in a post and rail configuration. A 2-inch × 4-inch post and a double 1-inch × 4-inch rail are recommended.
   b. Four foot orange polyethylene laminar safety fencing with posts set at 6 foot on center maximum.
   c. Any deviation from the two acceptable tree fencing methods listed above must be authorized by the Sandy Springs Arborist.
6. Construction offices, vehicular parking, worker break sites, and material storage and debris area are to be place outside of the tree protection zones.
7. Underground and overhead utility lines that would require trenching or severe pruning of protected trees shall be re-routed. Tunneling or boring can be used to install underground utilities within a tree protection zone. Boring shall be at least 24 inches beneath the surface. (See Figure 3).
8. Where tree roots must be cut, make only sharp, clean cuts to promote root regeneration.
9. When clearing and grading is planned in close proximity to a tree protection zone, the limit of disturbance shall be defined by a clean trench cut to a depth of 36 inches, to prevent the shredding and tearing of protected roots.
10. Grade change in the Critical Root Zones of trees will destroy roots. Retaining walls shall be used to minimize the impact grade changes near or within the Critical Root Zones of Protected Trees to minimize damage and to count for canopy requirements (See Figure 4).
11. Monitor compliance with tree protection requirements and tree health regularly during construction.
12. Fencing may be removed at the end of the project for the installation of landscaping.

J. **TCPP Follow up Maintenance**

1. Complete post-construction tree maintenance, including pruning, mulching, fertilization, irrigation, and soil aeration where necessary.

2. Apply at least 1 inch of water per week by deep watering in the absence of adequate rainfall.

3. Fertilize trees with phosphorus, potassium, calcium, magnesium, and other macro- and micro-nutrients as indicated by a soil test, but wait at least one year to apply any nitrogen. Fertilize lightly with nitrogen after 1 year.

4. Inspect trees annually for at least 3 and up to 5 years after construction to look for changes in condition and signs of insects or disease, and to determine maintenance needs. Maintenance of plantings visible to the public streets is required and subject to Code Enforcement measures.

K. **Planting Standards**

Transplanting procedures shall follow standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual," latest edition. The following is a summary of several key practices.

1. Pre-Planting Considerations

i. Only healthy trees with a well-developed root system and a well formed top, characteristic of the species, shall be planted. Standards for selecting quality stock may be provided by the City Arborist.

ii. Trees selected for planting must be compatible with the specific site conditions. A site specific tree list is provided in subsection M, further below.

iii. Make certain there is adequate planting area and soil volume for the tree and the potential size of the tree is appropriate for the site, including potential conflicts with sight distance, traffic and pedestrian clearance, and overhead utilities. (Utilities Protection Center 1-800-282-7411).

iv. Contractors must call (811) for utility location of underground utilities prior to digging.

v. Deciduous and evergreen trees shall be planted between the end of October and the end of February.

Figure 1 - Tree Protection Fencing (not to scale)

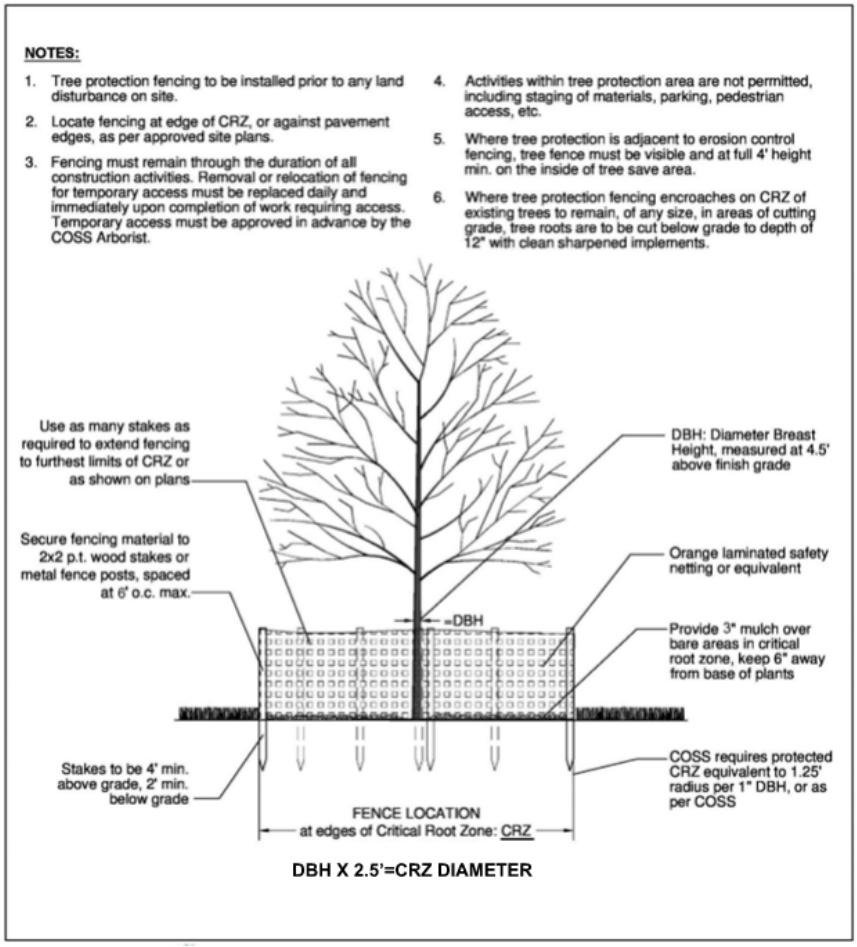
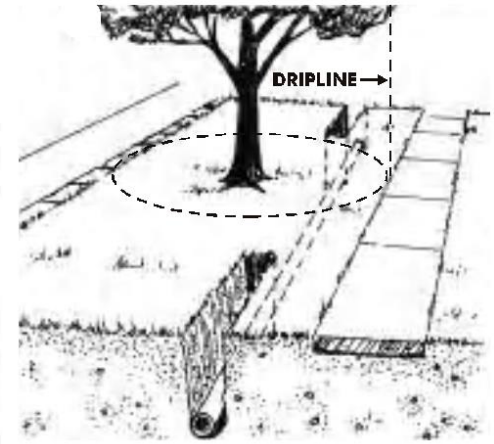
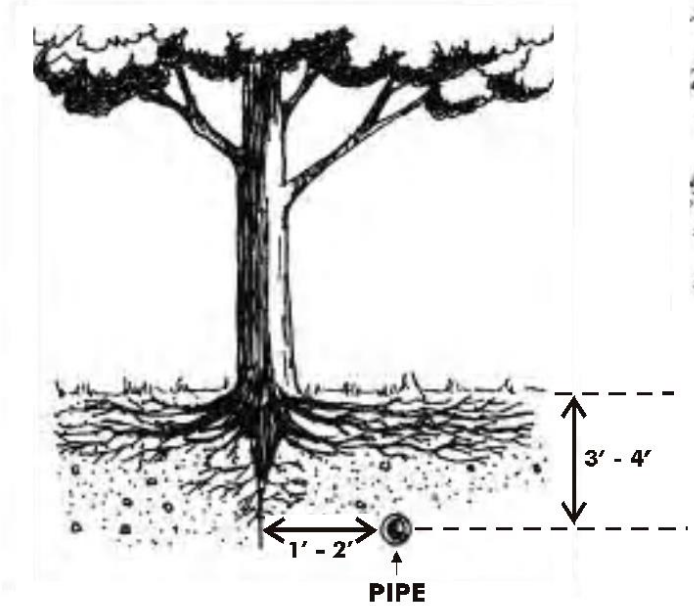


Figure 2- Tunneling for Underground Utilities

Use tunneling for underground utilities such as cable, electric, and natural gas instead of cutting an open trench. This method will help preserve existing trees or smaller tree save areas.





Why Tunneling Saves Trees
Trenching near a tree can kill as much as 40 to 50 percent of the tree's roots. This will almost certainly lead to stress, poor health, lack of firmness against wind, or outright death. A tunnel in the same place will do virtually no damage to the tree.

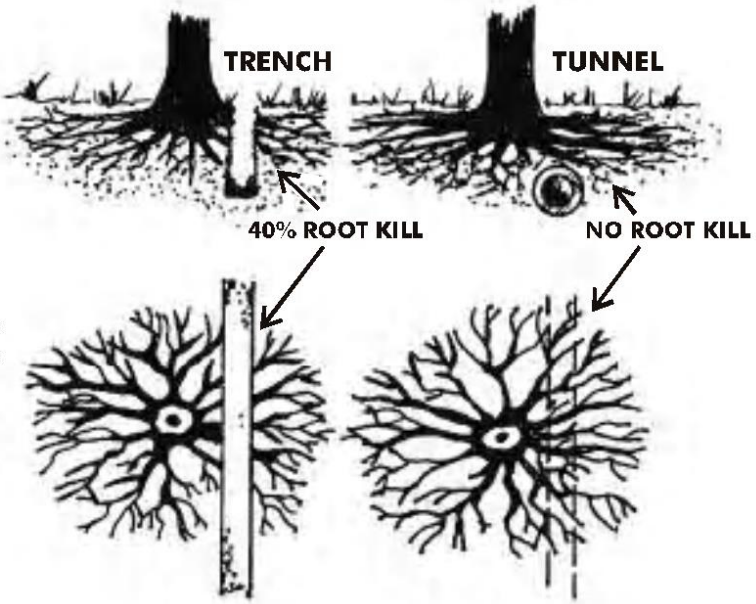
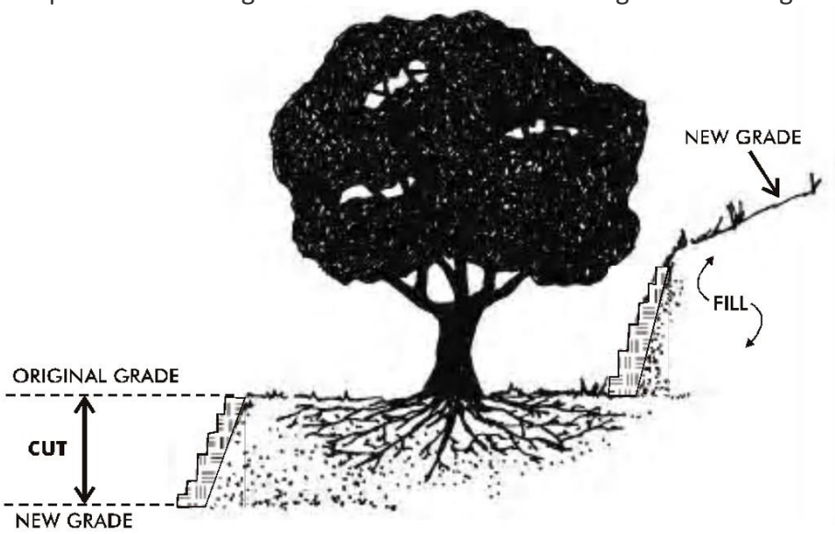
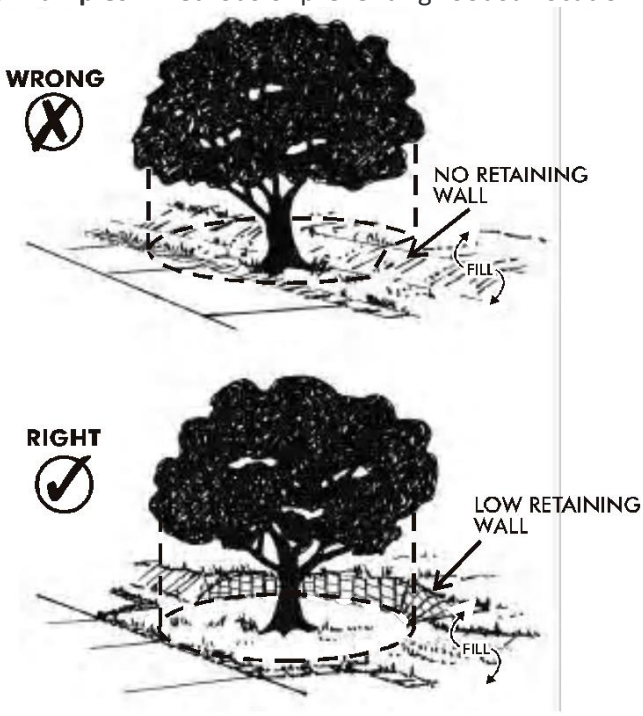


Figure 3 - Correct Methods for Grade Changes

How to preserve existing trees with the use of retaining walls when grade changes are necessary



Grade Change Examples - Methods of preventing root suffocation from fill dirt when changing grade



2. Planting Procedures

i. Planting holes shall be no less than two (2) times the width of the root ball or bare roots of the tree being planted. A planting hole 3 to 5 times the width of the root ball is recommended. Figure 5 is the Tree Planting Standard Detail.

ii. Trees shall not be planted deeper than they were in their former location or container, and shall be 1-4" higher than the surrounding finish grade.

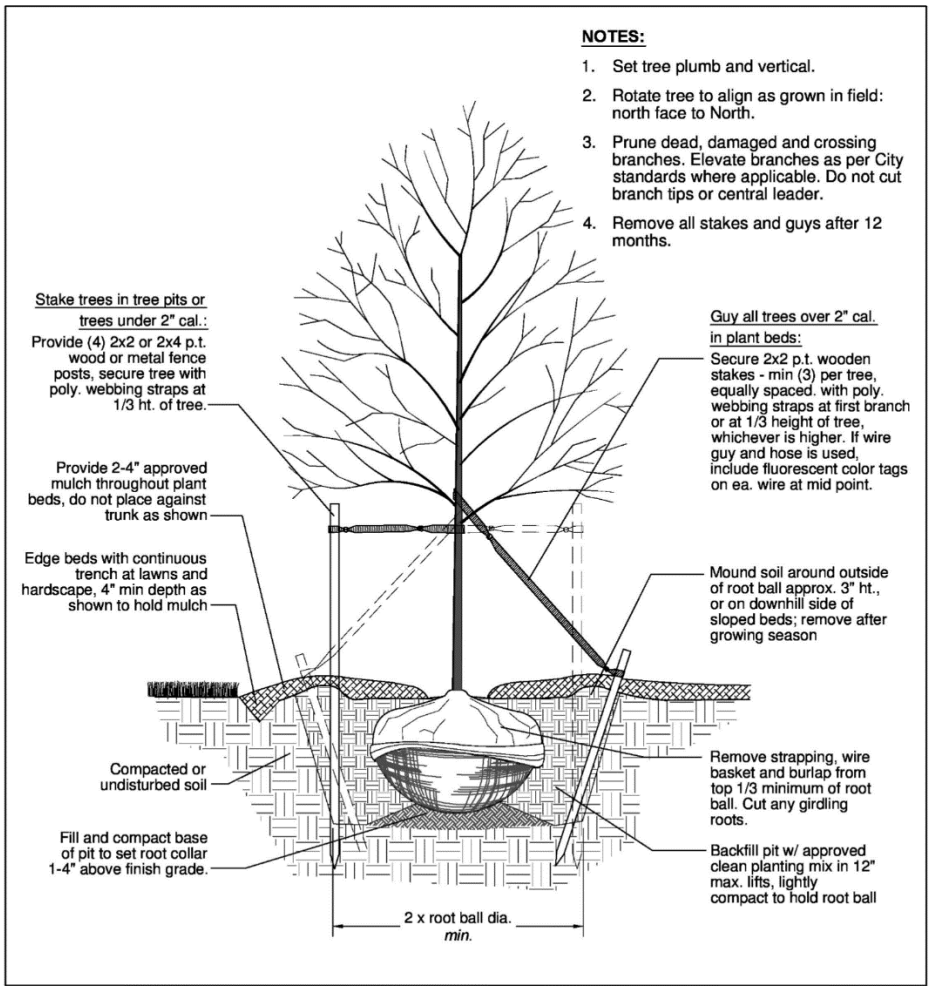
iii. Spade compacted bottom and sides of the planting hole shall be roughed or scarified to allow the penetration of developing roots.

iv. Water drainage from the bottom of the planting hole essential for root establishment.

v. Avoid the application of soil amendments or fertilizer at the time of planting.

vi. All plants must be watered to saturation immediately upon planting. When planting trees, it is recommended that trees be set and the pit backfilled half way, then soaked to verify good drainage, then planting completed, and watered again to saturation.

Figure 4 - Tree Planting Standard Detail (not to scale)



L. **Tree Maintenance**

1. Tree Pruning

a. Only experienced professional arborists shall prune trees. Arborists certified by the International Society of Arboriculture have tested to ensure a minimum level of arboricultural competency and maintain their certification with continuing education. Arborist shall follow ANSI A-300 Standards for Tree Care Operations.

b. The objectives for tree pruning shall be established prior to commencement of pruning activity.

c. Tree shall never be "topped". Topping a tree permanently damages a tree's structure, destroys its value, damages its health, and decreases the tree's safety.

d. Climbing spikes shall never be used to prune a tree.

e. Always prune branches back to parent branches or branches at least 1/3 the diameter of the branch being pruned.

f. No more than 1/4 of the foliage of a mature tree shall be removed in any one growing season.

g. Make proper pruning cuts, using the three cut method (See Figure 6).

h. Avoid stub cuts, flush cuts and wounds to the remaining limbs and trunk.

i. Pruning cuts shall be made just on the outside of the branch collar (See Figure 6).

j. At the time of planting prune only dead, damaged, broken crossing, or rubbing branches.

k. Do not remove more than 1/3 of the foliage from a young tree during any one growing season.

2. Mulching
a. Tree mulching is very beneficial to trees because it helps retain soil moisture, moderates soil temperature, suppresses weed growth, reduces soil compaction, and reduces the potential for mower and string trimmer damage to trees.
b. Use organic materials such as pine straw, leaves, aged wood chips and compost. Avoid grass clippings, plastic, and rocks.
c. Use the tree's own fallen leaves for mulch.
d. Spread mulch in an even layer, 3—4 inches deep. Avoid mounding the mulch around the tree's trunk.
e. Keep mulch at least 5 inches from the tree's trunk.
f. For newly planted trees, mulch an area at least 5 feet in diameter.
g. For older established trees, mulch out as far as practical, mulching to the drip line is most desirable.

Canopy Credit: Unaccepted Species List

Trees not acceptable for planting/canopy credit:	
Boxelder	*Acer negundo*
Silver maple	*Acer saccharinum*
Ailanthus/Tree of Heaven	*Ailanthus altissima*
Mimosa	*Albizia julibrissin*
Catalpa	*Catalpa bignonoides*
Ginkgo - female	*Ginkgo biloba* - female
Ornamental Pear	*Pyrus calleryana* varieties
Princeton Elm	*Ulmus Princeton*

Cultivars and varieties may not qualify in the same manner as the species for canopy credits.
Large and medium-sized canopy species are considered shade trees; small-sized canopy species are considered understory or ornamental trees.

Table 1-3. Recommended Species List
(Species not listed may be considered for City Arborist approval)

Large Canopy Shade Trees (1,000 sf credit)

Common Name	**Botanical Name**	**Height**	**Width**	**Native**	**EvGrn**	**Urban**	**Riparian**	**Utility**
Maple, Sugar	*Acer saccharum/A. barbatum*	60	30	y			y	

Hickory, Bitternut	*Carya cordiformis*	50	50	y				
Hickory, Pignut	*Carya glabra*	60	40	y				
Hickory, Shagbark	*Carya ovata*	70	50	y				
Hickory, Mockernut	*Carya tomentosa*	60	40	y				
Chestnut, Chinese	*Castanea mollissima*	50	50			y		
Ash, White	*Fraxinus americana*	60	40	y			y	
Ash, Green	*Fraxinus pennsylvanica*	50	30	y			y	
Ginkgo (male only)	*Ginkgo biloba*	60	40			y		
Sweetgum	*Liquidambar styraciflua*	75	50	y			y	
Poplar, Tulip or Yellow	*Liriodendron tulipifera*	70	40	y			y	
Southern Magnolia	*Magnolia grandiflora*	70	40	y	y			
Dawn Redwood	*Metasequoia glyptostroboides*	75	25			y		
Blackgum or Tupelo	*Nyssa sylvatica*	50	30	y		y	y	
Pine, Shortleaf	*Pinus echinata*	60	20	y			y	
Pine, Slash	*Pinus elliotii*	60	20					
Pine, Longleaf	*Pinus palustris*	60	20					

Pine, Loblolly	*Pinus taeda*	80	20	y			y	
Sycamore	*Platanus occidentalis*	75	75	y			y	
Planetree, London	*Platanus x acerifolia*	75	60			y		
Oak, Swamp White	*Quercus bicolor*	60	50	y			y	
Oak, Scarlet	*Quercus coccinea*	60	40	y				
Oak, Overcup	*Quercus lyrata*	50	50	y			y	
Oak, Nuttall	*Quercus nuttalli*	50	40	y				
Oak, Willow	*Quercus phellos*	60	50	y		y	y	
Oak, Shumard	*Quercus shumardii*	50	40	y				
Elm, American	*Ulmus americana*	50	60	y			y	
Zelkova, Japanese	*Zelkova serrata*	50	40			y		

Medium Canopy Trees (500 sf credit)

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Maple, Trident	*Acer buergerianum*	35	30			y		
Maple, Red	*Acer rubrum*	40	25	y			y	
Maple, Southern Sugar	*Acer barbatum*	40	25	y			y	
Hornbeam, European	*Carpinus betulus*	35	20			y		

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Hornbeam, American	*Carpinus caroliniana*	30	30	y			y	
Cedar, Deodar	*Cedrus deodora*	50	25		y			
Honeylocust	*Gleditsia triacanthos*	70	20	y				
Silverbell, Carolina	*Halesia caroliniana*	35	25	y			y	
Holly, American	*Ilex opaca*	30	15	y	y	y		
Holly, Foster's	*Ilex x attenuata*	30	15		y	y		
Goldenrain Tree	*Koelreuteria paniculata*	35	35					
Magnolia, Sweetbay	*Magnolia virginiana*	35	15	y	y		y	
Pistache, Chinese	*Pistacia chinensis*	35	25			y		
Hophornbeam or Musclewood	*Ostrya virginiana*	30	20	y			y	y
Oak, Georgia	*Quercus georgiana*	30	30	y				
Oak, English	*Quercus robur*	45	12					
Sassafras	*Sassafras albidum*	30	20	y			y	
Cypress, Bald	*Taxodium distichum*	60	30	y		y	y	
Lacebark Elm	*Ulmus parvifolia*	50	40			y		

Small Canopy Trees (250 sf credit)

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Maple, Amur	*Acer ginnala*	20	25					y
Alder, Hazel	*Alnus serrulata*	15	15	y		y	y	y
Serviceberry	*Amelanchier aroborea*	25	20	y				y
Redbud, Eastern	*Cercis canadensis*	20	15	y			y	y
Fringetree	*Chionanthus virginicus*	20	10	y				y
Dogwood, Kousa	*Cornus kousa*	15	15					y
Hawthorn, Washington	*Crataegus phaenopyrum*	20	20					y
Witchhazel	*Hamamelis virginiana*	20	20	y			y	y
Winterberry	*Ilex verticilata*	10	10	y			y	y
Holly, Yaupon	*Ilex vomitoria*	20	12	y		y		y
Crape Myrtle	*Lagerstroemia indica*	15	15			y		y
Orange, Osage	*Maclura pomifera*	30	25			y		
Saucer Magnolia	*Magnolia x soulangeana*	25	25					y
Star magnolia	*Magnolia stellata*	20	20		y			y
Ironwood, Persian	*Parrotia persica*	25	20		y			y
Oak, Turkey	*Quercus laevis*	25	25	y				

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Sumac, Flameleaf or Shining	*Rhus copallina*	15	15			y		

N. **Sustainable Landscape Practices**

1. Applicability

The Sustainable Landscape Practices apply to all City-owned property, to work conducted by City staff and all contracted vendors. It establishes guidelines for the design, installation, and maintenance of landscaping, including plantings and hardscape.

2. Sustainable Design

a. Goals

Sustainable design guiding principles shall be followed to:

- Create appealing landscapes
- Promote the use of plant species native to the Piedmont
- Support wildlife by creating suitable habitats
- Protect existing, desirable plant communities
- Limit landscape maintenance needs
- Improve stormwater management
- Reduce the island heat effect

b. Design Considerations

i. Applicability

When creating new landscape designs or updating existing ones, the designers must implement the following considerations.

ii. Site Planning

- Stormwater should be managed on-site whenever possible
- Whenever possible, hand water instead of installing irrigation
- Whenever possible, use temporary irrigation rather than permanent

iii. Plant Selection

- Favor plant species native to the Piedmont, aim for 75% of species diversity to be native
- Favor plant species that generate multiple benefits, such as:
    - Wildlife support, including pollinators
    - Erosion control
    - Stormwater management
- Selected species should be drought tolerant (except in wet conditions)
- Species that are prone to destructive pests should be avoided
- Consider groundcover alternatives to lawn in areas of low traffic
- Stream buffer plantings are subject to the Technical Manual, Sec. 1.E. State Water Buffers Restoration Standards

Invasive plant species are prohibited

- See GA Exotic Pest Plant Council Category 1 and 1a lists: https://www.gaeppc.org/list/
- In addition to those listed under Category 1 and 1a:
    - *Miscanthus sinensis* (silvergrass)
    - *Nandina domestica* (heavenly bamboo)
    - *Vinca major, V. minor* (periwinkle)
    - *Berberis thunbergia* (Japanese barberry)
    - *Euonymus fortunei* (wintercreeper)
    - *Liriope spicata, L. muscari* (liriope, monkey/mondograss)
    - *Mahonia beali* (leatherleaf mahonia)
- Favor plants regionally produced

iv. Hardscape

- Minimize the area covered by impervious surfaces
- Consider the life cycle of materials and prioritize durability
- Favor materials regionally produced

c. Implementation Process

- Planting plans part of the regular permitting process with Community Development will be reviewed with that permit.
- Planting plans that are not linked to another permit must be submitted to Community Development for review as a minor LDP. Only a planting plan will be required for the application unless the scope of work includes more than plantings.
- Changes to approved plans must be resubmitted for review to Community Development.

3. Integrated Pest Management

a. Goals

An integrated pest management program shall be implemented to:

- Maintain healthy, attractive plants, maximize resistance to pests and outcompete weeds
- Monitor for presence of pests and to evaluate pest impact on plant health and appearance and nuisance to the public
- Provide control treatments that have minimal negative effects on all but the pest and that protect air and water quality
- Prevent unnecessary exposure of humans and wildlife, including pollinator species, to toxic substances

b. Overall Strategy

The nuisance level generated by pest insects, disease, and weeds must be assessed prior to consider treating a landscaped area. Environmental, aesthetic or economic damage must be present to qualify the presence of undesirable species as a nuisance. Different areas of the City will have different thresholds for aesthetics: the planting bed in front of a landmark building should be maintained with higher standards than a remote patch of forest.

When selecting a correcting measure, the following criteria should be applied:

- Least disruptive of naturally occurring controls;
- Least hazardous to human health;
- Least toxic to non-target organisms;
- Least damaging to the general environment, surface and ground water, and overall ecosystem function and

stability;
- Most likely to produce a permanent reduction in the environment's ability to support target pests;
- Economic and environmental cost-effectiveness in the short- and long-term.

c. Implementation
- The Landscape Manager in the Recreation and Parks Department is the designated IPM Coordinator.
- The Landscape Manager will work with other departments to implement the IPM in all City landscaping activities.
- Each City department is responsible for keeping accurate records and results of all IPM treatments, to include how, when, by whom, where and why the treatment was applied – see Recordkeeping and reporting section below.
- The IPM requirements will be incorporated into all new and existing City landscaping contracts as they come up for renewal or bid.

d. Pest Insects and Disease Management

The City of Sandy Springs seeks to control pests without harming non-target organisms, or negatively affecting air and water quality and public health. An Integrated Pest Management program uses a range of cultural, mechanical, physical, and biological control methods before using pesticides.

i. Target plants and pests

The Contractor shall identify the problematic plant species and cultivars in the landscape (target plants) and the pests that commonly cause significant harm to these plants (target pests).

ii. Monitoring

The Contractor shall monitor landscape areas regularly to identify presence of beneficial insects and pests, determine populations, life stage, and degree of damage to plants. Target plants and pests must be monitored closely during normal periods of pest activity. This information will be the basis on which pest control methods are initiated. Records of monitoring activity shall be kept.

iii. Controls

Chemical controls are applied only when monitoring indicates that preventative and non-chemical methods are not feasible (for example, not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control is applied.

1. Cultural/mechanical/physical methods

   A number of maintenance practices or modifications of them can make the environment unfavorable for pest reproduction, movement, or survival. Often simply modifying an existing maintenance practice, such as timing of pruning or fertilization, can produce positive results. Other mechanical or physical practices may specifically combat plant pests or increase host resistance. Key treatments include:
   - Fostering a healthy soil, judicious fertilization only when needed, and managing irrigation appropriately
   - Pruning to remove infected or infested branches and shoots; time pruning to avoid periods of insect infestation, for example prune pines in winter (December-February) when bark beetles and borers are inactive
   - Removing fallen twigs, leaves, and fruit that contains disease inoculums
   - Mulching soil surface to reduce weeds and to reduce splashing and the drops of mud that would protect spores deposited on plant surfaces
   - Trapping insects using sticky surfaces (also used for monitoring)
   - Bringing to attention of the City Representative 'target plants' that are disease or insect prone and suggesting resistant plant replacements or those better suited to the site and microclimate

2. Biological methods
   Biological controls are pesticides of natural origin that have limited or no adverse effects on the environment or beneficial organisms. Determining the effective biological control and proper timing of application are critical to success in pest control. The Contractor shall consider the following biological control methods when cultural/mechanical/physical methods are not adequate to lower pest populations to the target level.
   - *Bacillus thuringiensis* (bt)
   - Parasitic nematodes
   - Pheromone traps
   - Beneficial insect release and conservation

3. Pesticides (chemical methods)
   The term pesticide applies to insecticides, fungicides, and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides.
   - When cultural, mechanical, physical and biological controls resulted in inadequate pest control, the Contractor may select and apply an appropriate least-toxic pesticide as a last resort. Least-toxic pesticides have a high LD-50, low residual and narrow range of toxicity. Application must be timed to the appropriate life stage of the pest and when environmental conditions allow.
   - Examples include:
     - Insecticidal soaps
     - Horticultural oils
     - Herbicidal soaps
     - Neem
     - Pyriproxyfen insect growth regulator (e.g. Distance IGR)
   - Restricted chemicals: Organophosphate-containing pesticides are prohibited. Common active ingredients of organophosphate products include acephate, chlorpyrifos, diazinon, dicrotophos, ethoprophos, malathion, phorate, phosmet, terbufos, tribufos. They have been found to persist in the environment and cause water quality impairment of creeks, streams, and rivers.
   - Pyrethroids and pyrethrins containing piperonyl butoxide (PBO) should be avoided. They are toxic to birds, fish, and beneficial insects. Their application should carefully avoid runoff and contact with non-target plants. Use of pyrethroids and pyrethrins may only be allowed upon approval of the City Representative with a written request.
   - Contractor shall not apply any pesticide marked with the “Danger” warning on the label.
   - All chemical applications shall be performed by a licensed, trained technician. The Contractor (or subcontractor) must hold a Class 24 Pesticide Applicator’s License from the Georgia Department of Agriculture, and strictly adhere to all laws.
   - The Contractor shall submit to the City Representative a list of all product selections proposed for the season for approval prior to use.
   - Pesticides shall be applied before 8:00am, and preferably outside of blooming periods, to avoid conflict with pollinator insects. Areas to be treated shall be blocked off and warning signs posted.
   - The Contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.
   - Avoid spray drift by using a low-pressure, large-droplet sprayer.

   A. Notice of pesticide use
   - Signs shall be posted at time of application of the pesticide product following the rules of the <u>Georgia Pesticide Use and Application Act of 1976</u> – Section 40-21-9-.02 Posting and Notification.
   - The Contractor shall not be required to post signs in right-of-way locations that the general public does not use, but shall notify the City Representative in writing at least prior to the application.

B. Recordkeeping and reporting

- The Contractor shall maintain records of all pest management activities. Each record shall include the following information:
  - Date the pesticide was used
  - Name of the pesticide applicator
  - Target pest
  - Name and quantity of pesticide used
  - Location and area of the pesticide application
  - Application equipment used
  - Prevention and other non-chemical methods of control used
- The Contractor shall submit monthly the pest management record to the Representative.

e. Weed management

i. Target weeds

The Contractor shall identify target weeds (pests) present and plan a weed management program to target those species.

ii. Priority areas

Landscapes shall be maintained in a healthy and attractive manner according to the scope of work outlined under the appropriate Sandy Springs contract. Weeds with invasive tendencies in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly within the priority areas defined in the contract. Weeds shall be removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Dispose of weeds off-site.

iii. Invasive Plant Species

Exotic invasive plant species might be present in the landscape, whether as volunteers or deliberately planted. Those plants shall be removed by the Contractor. Refer to http://www.gainvasives.org/ for a list of invasive species.

Invasive plants control activities covered under a separate contract, such as City parks maintenance, are exempt from the provisions of the IPM.

iv. Controls

A. Cultural/mechanical/physical methods shall be used as the first choice in weed management.

- Monitor planting areas frequently to identify and eradicate weeds early in the growth stage prior to their setting seed.
- Cut or pull weeds using hand operated equipment where possible.
- Mow large areas according to schedule to reduce weed growth, and eliminate species that are not tolerant of mowing. Mowing is especially effective when done prior to seed set. Mowing also reduces fire hazard in open space.
- Mulch shall be maintained at all times over soil surface that is not covered by vegetation.
- Flame weeding may be used in winter and spring with approval by the Fire Marshal to kill early-season, non-grass weeds by heating the cells until they burst. With this method, the weed quickly wilts and dies.

B. Least toxic herbicides may be employed by the Contractor as a last resort. Least toxic herbicides may contain natural or organic ingredients with minimal environmental impact.

C. In no case will soil pre-emergent or other types of weed killers be permitted, unless otherwise stated in the contract, and without prior approval of the City Representative.

D. The Contractor shall submit to the Representative a list of all product selections proposed for the season for approval prior to use.

4. Installation & Maintenance

a. Irrigation

- Irrigation systems must be inspected against leaks, time malfunction and other problems quarterly
- If available, use rainwater harvesting systems rather than potable water
- For further information, refer the Sandy Springs Technical Manual Section 1.L.5

b. Mulching

- Mulch should be applied and maintained at a minimum depth of 2”
- Colored mulch is prohibited outside of high priority areas
- Additional information can be found in the Sandy Springs Technical Manual Section 1.L.2

c. Debris Management

- Whenever possible, healthy tree material that is removed should be mulched and reused on-site

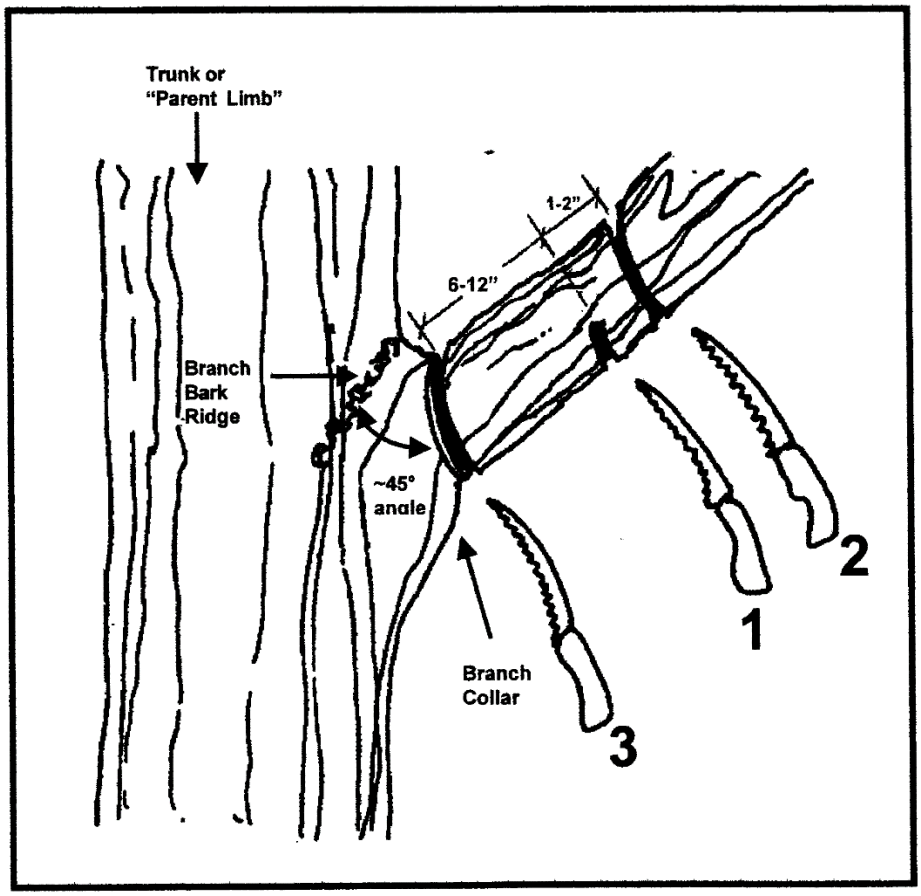
d. Soil Amendments

- Whenever possible, use local compost rather than chemical amendments (such as fertilizers) to add nutrients to the native soil.
- When chemical amendments are needed, refer to the Sandy Springs Technical Manual Section 1.L.3 and Section 1.L.4

e. Equipment

- The purchase of new and replacement motorized equipment must consider energy sources other than fossil fuels
- Batteries for electric tools cannot be recharged with gas-powered generators

Figure 5. Three Cut Pruning Method



3. Soil Environment

a. Maintaining healthy soils reduces tree stress and improves tree the survival, growth, and longevity; improves root structure, and reduces the potential for tree failure.

b. Adequate soil volume shall be maintained throughout the life time of tree. In a normal surface planting environment with average soil depths greater than or equal to 3 feet, soil volume calculations can be based on surface areas as follows:

   i. Small tree = 25 square feet

   ii. Medium tree = 150 square feet

   iii. Large tree = 300 square feet

c. Soil organic matter content shall be maintained at 5 percent volume.

d. Mulching trees will increase soil nutrient levels, organic matter content and improve soil structure.

e. Root barriers shall be used to redirect root growth away from sidewalks, curbs and driveways.

f. Avoid soil compaction within the critical root zone of trees. Soil compaction results in an increase in soil bulk density, reduces soil pore space, decreases soil oxygen, and limits the availability of water.

g. Parking, driving, and the temporary storage of construction material within a tree's critical root zone will result in soil compaction.

4. Fertilization

a. Trees that are in an urban growing environment with limited natural nutrient cycling shall be fertilized on a regular basis.

b. If trees are exhibiting symptoms of nutrient deficiency, soils shall be tested prior to fertilization, and the fertilizer formulation shall be adjusted to address the specific deficiency.

c. Newly planted, drought stressed or severely damaged or injured trees shall not be fertilized.
d. Fertilizer shall be applied when roots are actively growing. The best times are late winter, early spring through early summer.
e. Nitrogen, phosphorus, and potassium (NPK) in a ratio of 3:1:1 is most desirable.
f. Slow release nitrogen shall be applied at a rate of 2 to 4 pounds (of elemental nitrogen) per 1,000 square feet of rooting area.
g. Fertilizer shall be applied within the entire root zone of trees. Sub-surface applications to a depth of 4 to 12 inches are ideal.
h. The use of trunk fertilizer injections or implants is not recommended.

5. Irrigation
a. Adequate soil moisture levels result in better tree growth, reduced stress, and reduced susceptibility to insect or disease problems.
b. Excessive soil moisture can result in anaerobic conditions, nutrient deficiencies, and tree decline.
c. Tree species shall be matched to anticipated soil conditions.
d. Mulching trees helps conserve water.
e. In the absence of adequate rainfall trees shall be irrigated at the rate of 1 inch of water every 5 to 7 days. Refer to Approximate Watering Time chart below for approximate water application times.
f. Water shall be applied evenly throughout the outer 75% of a tree's critical root zone; runoff shall be avoided.

Approximate Watering Time to Apply One Inch of Water Across Various Sized Critical Root Zones

Radius of CRZ (ft)	Volume of Water (gals) to Equal 1"	Total Application Time (minutes and hours) at a delivery rate of 5 gallons per				
		5 Sec	15 Sec	30 Sec	45 Sec	60 Sec
5	37	1 min	2 min	4 min	6 min	7 min
10	147	3 min	7 min	15 min	22 min	30 min
15	330	6 min	17 min	33 min	50 min	1 hr
20	587	10 min	29 min	1 hr	1 hr 30 min	2 hrs
25	917	15 min	46 min	1 hr 30 min	2 hr 30 min	3 hrs
30	1,322	22 min	1 hr	2 hrs	3 hr 30 min	4 hrs 30 min
35	1,799	30 min	1 hr 30 min	3 hrs	4 hr 30 min	6 hrs
40	2,349	39 min	2 hrs	4 hrs	6 hrs	8 hrs
45	2,973	50 min	1 hr 30 min	5 hrs	7 hrs 30 min	10 hrs

Radius of CRZ (ft)	Volume of Water (gals) to Equal 1"	Total Application Time (minutes and hours) at a delivery rate of 5 gallons per				
		5 Sec	**15 Sec**	**30 Sec**	**45 Sec**	**60 Sec**
50	3,670	1 hr	3 hrs	6 hrs	9 hrs	12 hrs

M. **Recommended Species List**
The Sandy Springs Tree Species List is intended to support site planning and design activities for tree conservation and establishment, and tree maintenance planning and decision-making. In the list, trees are arranged alphabetically by the tree's common name with the "genus" listed first. For example, red maple is listed as "Maple, Red" (maple is the genus name). The Latin name is also listed for more definitive species identification. In some cases, the commonly planted variety or cultivar of the species has also been included apart from the species.

Canopy Credit: Unaccepted Species List

Trees not acceptable for planting/canopy credit:	
Boxelder	*Acer negundo*
Silver maple	*Acer saccharinum*
Ailanthus/Tree of Heaven	*Ailanthus altissima*
Mimosa	*Albizia julibrissin*
Catalpa	*Catalpa bignonoides*
Ginkgo - female	*Ginkgo biloba* - female
Ornamental Pear	*Pyrus calleryana* varieties
Princeton Elm	*Ulmus Princeton*

Cultivars and varieties may not qualify in the same manner as the species for canopy credits.
Large and medium-sized canopy species are considered shade trees; small-sized canopy species are considered understory or ornamental trees.

Table 1-3. Recommended Species List
(Species not listed may be considered for City Arborist approval)

Large Canopy Shade Trees (1,000 sf credit)

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility

Maple, Sugar	*Acer saccharum/A. barbatum*	60	30	y			y	
Hickory, Bitternut	*Carya cordiformis*	50	50	y				
Hickory, Pignut	*Carya glabra*	60	40	y				
Hickory, Shagbark	*Carya ovata*	70	50	y				
Hickory, Mockernut	*Carya tomentosa*	60	40	y				
Chestnut, Chinese	*Castanea mollissima*	50	50			y		
Ash, White	*Fraxinus americana*	60	40	y			y	
Ash, Green	*Fraxinus pennsylvanica*	50	30	y			y	
Ginkgo (male only)	*Ginkgo biloba*	60	40			y		
Sweetgum	*Liquidambar styraciflua*	75	50	y			y	
Poplar, Tulip or Yellow	*Liriodendron tulipifera*	70	40	y			y	
Southern Magnolia	*Magnolia grandiflora*	70	40	y	y			
Dawn Redwood	*Metasequoia glyptostroboides*	75	25			y		
Blackgum or Tupelo	*Nyssa sylvatica*	50	30	y		y	y	
Pine, Shortleaf	*Pinus echinata*	60	20	y			y	
Pine, Slash	*Pinus elliotii*	60	20					

Pine, Longleaf	*Pinus palustris*	60	20					
Pine, Loblolly	*Pinus taeda*	80	20	y			y	
Sycamore	*Platanus occidentalis*	75	75	y			y	
Planetree, London	*Platanus x acerifolia*	75	60			y		
Oak, Swamp White	*Quercus bicolor*	60	50	y			y	
Oak, Scarlet	*Quercus coccinea*	60	40	y				
Oak, Overcup	*Quercus lyrata*	50	50	y			y	
Oak, Nuttall	*Quercus nuttalli*	50	40	y				
Oak, Willow	*Quercus phellos*	60	50	y		y	y	
Oak, Shumard	*Quercus shumardii*	50	40	y				
Elm, American	*Ulmus americana*	50	60	y			y	
Zelkova, Japanese	*Zelkova serrata*	50	40			y		

Medium Canopy Trees (500 sf credit)

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Maple, Trident	*Acer buergerianum*	35	30			y		
Maple, Red	*Acer rubrum*	40	25	y			y	
Maple, Southern Sugar	*Acer barbatum*	40	25	y			y	

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Hornbeam, European	*Carpinus betulus*	35	20			y		
Hornbeam, American	*Carpinus caroliniana*	30	30	y			y	
Cedar, Deodar	*Cedrus deodora*	50	25		y			
Honeylocust	*Gleditsia triacanthos*	70	20	y				
Silverbell, Carolina	*Halesia caroliniana*	35	25	y			y	
Holly, American	*Ilex opaca*	30	15	y	y	y		
Holly, Foster's	*Ilex x attenuata*	30	15		y	y		
Goldenrain Tree	*Koelreuteria paniculata*	35	35					
Magnolia, Sweetbay	*Magnolia virginiana*	35	15	y	y		y	
Pistache, Chinese	*Pistacia chinensis*	35	25			y		
Hophornbeam or Musclewood	*Ostrya virginiana*	30	20	y			y	y
Oak, Georgia	*Quercus georgiana*	30	30	y				
Oak, English	*Quercus robur*	45	12					
Sassafras	*Sassafras albidum*	30	20	y			y	
Cypress, Bald	*Taxodium distichum*	60	30	y		y	y	
Lacebark Elm	*Ulmus parvifolia*	50	40			y		

Small Canopy Trees (250 sf credit)

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Maple, Amur	*Acer ginnala*	20	25					y
Alder, Hazel	*Alnus serrulata*	15	15	y		y	y	y
Serviceberry	*Amelanchier aroborea*	25	20	y				y
Redbud, Eastern	*Cercis canadensis*	20	15	y			y	y
Fringetree	*Chionanthus virginicus*	20	10	y				y
Dogwood, Kousa	*Cornus kousa*	15	15					y
Hawthorn, Washington	*Crataegus phaenopyrum*	20	20					y
Witchhazel	*Hamamelis virginiana*	20	20	y			y	y
Winterberry	*Ilex verticilata*	10	10	y			y	y
Holly, Yaupon	*Ilex vomitoria*	20	12	y		y		y
Crape Myrtle	*Lagerstroemia indica*	15	15			y		y
Orange, Osage	*Maclura pomifera*	30	25			y		
Saucer Magnolia	*Magnolia x soulangeana*	25	25					y
Star magnolia	*Magnolia stellata*	20	20		y			y
Ironwood, Persian	*Parrotia persica*	25	20		y			y
Oak, Turkey	*Quercus laevis*	25	25	y				

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Sumac, Flameleaf or Shining	*Rhus copallina*	15	15			y		

N. **Sustainable Landscape Practices**

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- Create appealing landscapes
- Promote the use of plant species native to the Piedmont
- Support wildlife by creating suitable habitats
- Protect existing, desirable plant communities
- Limit landscape maintenance needs
- Improve stormwater management
- Reduce the island heat effect

b. Design Considerations

i. Applicability

When creating new landscape designs or updating existing ones, the designers must implement the following considerations.

ii. Site Planning

- Stormwater should be managed on-site whenever possible
- Whenever possible, hand water instead of installing irrigation
- Whenever possible, use temporary irrigation rather than permanent

iii. Plant Selection

- Favor plant species native to the Piedmont, aim for 75% of species diversity to be native
- Favor plant species that generate multiple benefits, such as:
    - Wildlife support, including pollinators
    - Erosion control
    - Stormwater management
- Selected species should be drought tolerant (except in wet conditions)
- Species that are prone to destructive pests should be avoided
- Consider groundcover alternatives to lawn in areas of low traffic
- Stream buffer plantings are subject to the Technical Manual, Sec. 1.E. State Water Buffers Restoration Standards

Invasive plant species are prohibited

- See GA Exotic Pest Plant Council Category 1 and 1a lists: https://www.gaeppc.org/list/
- In addition to those listed under Category 1 and 1a:
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    - *Nandina domestica* (heavenly bamboo)
    - *Vinca major, V. minor* (periwinkle)
    - *Berberis thunbergia* (Japanese barberry)
    - *Euonymus fortunei* (wintercreeper)
    - *Liriope spicata, L. muscari* (liriope, monkey/mondograss)
    - *Mahonia beali* (leatherleaf mahonia)
- Favor plants regionally produced

iv. Hardscape

- Minimize the area covered by impervious surfaces
- Consider the life cycle of materials and prioritize durability
- Favor materials regionally produced

c. Implementation Process

- Planting plans part of the regular permitting process with Community Development will be reviewed with that permit.
- Planting plans that are not linked to another permit must be submitted to Community Development for review as a minor LDP. Only a planting plan will be required for the application unless the scope of work includes more than plantings.
- Changes to approved plans must be resubmitted for review to Community Development.

3. Integrated Pest Management

a. Goals

An integrated pest management program shall be implemented to:

- Maintain healthy, attractive plants, maximize resistance to pests and outcompete weeds
- Monitor for presence of pests and to evaluate pest impact on plant health and appearance and nuisance to the public
- Provide control treatments that have minimal negative effects on all but the pest and that protect air and water quality
- Prevent unnecessary exposure of humans and wildlife, including pollinator species, to toxic substances

b. Overall Strategy

The nuisance level generated by pest insects, disease, and weeds must be assessed prior to consider treating a landscaped area. Environmental, aesthetic or economic damage must be present to qualify the presence of undesirable species as a nuisance. Different areas of the City will have different thresholds for aesthetics: the planting bed in front of a landmark building should be maintained with higher standards than a remote patch of forest.

When selecting a correcting measure, the following criteria should be applied:

- Least disruptive of naturally occurring controls;
- Least hazardous to human health;
- Least toxic to non-target organisms;
- Least damaging to the general environment, surface and ground water, and overall ecosystem function and

stability;
- Most likely to produce a permanent reduction in the environment's ability to support target pests;
- Economic and environmental cost-effectiveness in the short- and long-term.

c. Implementation
- The Landscape Manager in the Recreation and Parks Department is the designated IPM Coordinator.
- The Landscape Manager will work with other departments to implement the IPM in all City landscaping activities.
- Each City department is responsible for keeping accurate records and results of all IPM treatments, to include how, when, by whom, where and why the treatment was applied – see Recordkeeping and reporting section below.
- The IPM requirements will be incorporated into all new and existing City landscaping contracts as they come up for renewal or bid.

d. Pest Insects and Disease Management

The City of Sandy Springs seeks to control pests without harming non-target organisms, or negatively affecting air and water quality and public health. An Integrated Pest Management program uses a range of cultural, mechanical, physical, and biological control methods before using pesticides.

i. Target plants and pests

The Contractor shall identify the problematic plant species and cultivars in the landscape (target plants) and the pests that commonly cause significant harm to these plants (target pests).

ii. Monitoring

The Contractor shall monitor landscape areas regularly to identify presence of beneficial insects and pests, determine populations, life stage, and degree of damage to plants. Target plants and pests must be monitored closely during normal periods of pest activity. This information will be the basis on which pest control methods are initiated. Records of monitoring activity shall be kept.

iii. Controls

Chemical controls are applied only when monitoring indicates that preventative and non-chemical methods are not feasible (for example, not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control is applied.

4. Cultural/mechanical/physical methods

   A number of maintenance practices or modifications of them can make the environment unfavorable for pest reproduction, movement, or survival. Often simply modifying an existing maintenance practice, such as timing of pruning or fertilization, can produce positive results. Other mechanical or physical practices may specifically combat plant pests or increase host resistance. Key treatments include:
   - Fostering a healthy soil, judicious fertilization only when needed, and managing irrigation appropriately
   - Pruning to remove infected or infested branches and shoots; time pruning to avoid periods of insect infestation, for example prune pines in winter (December-February) when bark beetles and borers are inactive
   - Removing fallen twigs, leaves, and fruit that contains disease inoculums
   - Mulching soil surface to reduce weeds and to reduce splashing and the drops of mud that would protect spores deposited on plant surfaces
   - Trapping insects using sticky surfaces (also used for monitoring)
   - Bringing to attention of the City Representative ‘target plants’ that are disease or insect prone and suggesting resistant plant replacements or those better suited to the site and microclimate

5. Biological methods
   Biological controls are pesticides of natural origin that have limited or no adverse effects on the environment or beneficial organisms. Determining the effective biological control and proper timing of application are critical to success in pest control. The Contractor shall consider the following biological control methods when cultural/mechanical/physical methods are not adequate to lower pest populations to the target level.
   - *Bacillus thuringiensis* (bt)
   - Parasitic nematodes
   - Pheromone traps
   - Beneficial insect release and conservation

6. Pesticides (chemical methods)
   The term pesticide applies to insecticides, fungicides, and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides.
   - When cultural, mechanical, physical and biological controls resulted in inadequate pest control, the Contractor may select and apply an appropriate least-toxic pesticide as a last resort. Least-toxic pesticides have a high LD-50, low residual and narrow range of toxicity. Application must be timed to the appropriate life stage of the pest and when environmental conditions allow.
   - Examples include:
     - Insecticidal soaps
     - Horticultural oils
     - Herbicidal soaps
     - Neem
     - Pyriproxyfen insect growth regulator (e.g. Distance IGR)
   - Restricted chemicals: Organophosphate-containing pesticides are prohibited. Common active ingredients of organophosphate products include acephate, chlorpyrifos, diazinon, dicrotophos, ethoprophos, malathion, phorate, phosmet, terbufos, tribufos. They have been found to persist in the environment and cause water quality impairment of creeks, streams, and rivers.
   - Pyrethroids and pyrethrins containing piperonyl butoxide (PBO) should be avoided. They are toxic to birds, fish, and beneficial insects. Their application should carefully avoid runoff and contact with non-target plants. Use of pyrethroids and pyrethrins may only be allowed upon approval of the City Representative with a written request.
   - Contractor shall not apply any pesticide marked with the “Danger” warning on the label.
   - All chemical applications shall be performed by a licensed, trained technician. The Contractor (or subcontractor) must hold a Class 24 Pesticide Applicator’s License from the Georgia Department of Agriculture, and strictly adhere to all laws.
   - The Contractor shall submit to the City Representative a list of all product selections proposed for the season for approval prior to use.
   - Pesticides shall be applied before 8:00am, and preferably outside of blooming periods, to avoid conflict with pollinator insects. Areas to be treated shall be blocked off and warning signs posted.
   - The Contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.
   - Avoid spray drift by using a low-pressure, large-droplet sprayer.

   A. Notice of pesticide use
   - Signs shall be posted at time of application of the pesticide product following the rules of the <u>Georgia Pesticide Use and Application Act of 1976</u> – Section 40-21-9-.02 Posting and Notification.
   - The Contractor shall not be required to post signs in right-of-way locations that the general public does not use, but shall notify the City Representative in writing at least prior to the application.

B. Recordkeeping and reporting

- The Contractor shall maintain records of all pest management activities. Each record shall include the following information:
  - Date the pesticide was used
  - Name of the pesticide applicator
  - Target pest
  - Name and quantity of pesticide used
  - Location and area of the pesticide application
  - Application equipment used
  - Prevention and other non-chemical methods of control used
- The Contractor shall submit monthly the pest management record to the Representative.

e. Weed management

i. Target weeds

The Contractor shall identify target weeds (pests) present and plan a weed management program to target those species.

ii. Priority areas

Landscapes shall be maintained in a healthy and attractive manner according to the scope of work outlined under the appropriate Sandy Springs contract. Weeds with invasive tendencies in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly within the priority areas defined in the contract. Weeds shall be removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Dispose of weeds off-site.

iii. Invasive Plant Species

Exotic invasive plant species might be present in the landscape, whether as volunteers or deliberately planted. Those plants shall be removed by the Contractor. Refer to http://www.gainvasives.org/ for a list of invasive species.

Invasive plants control activities covered under a separate contract, such as City parks maintenance, are exempt from the provisions of the IPM.

iv. Controls

E. Cultural/mechanical/physical methods shall be used as the first choice in weed management.

- Monitor planting areas frequently to identify and eradicate weeds early in the growth stage prior to their setting seed.
- Cut or pull weeds using hand operated equipment where possible.
- Mow large areas according to schedule to reduce weed growth, and eliminate species that are not tolerant of mowing. Mowing is especially effective when done prior to seed set. Mowing also reduces fire hazard in open space.
- Mulch shall be maintained at all times over soil surface that is not covered by vegetation.
- Flame weeding may be used in winter and spring with approval by the Fire Marshal to kill early-season, non-grass weeds by heating the cells until they burst. With this method, the weed quickly wilts and dies.

F. Least toxic herbicides may be employed by the Contractor as a last resort. Least toxic herbicides may contain natural or organic ingredients with minimal environmental impact.

G. In no case will soil pre-emergent or other types of weed killers be permitted, unless otherwise stated in the contract, and without prior approval of the City Representative.

H. The Contractor shall submit to the Representative a list of all product selections proposed for the season for approval prior to use.

4. Installation & Maintenance

a. Irrigation

- Irrigation systems must be inspected against leaks, time malfunction and other problems quarterly
- If available, use rainwater harvesting systems rather than potable water
- For further information, refer the Sandy Springs Technical Manual Section 1.L.5

b. Mulching

- Mulch should be applied and maintained at a minimum depth of 2”
- Colored mulch is prohibited outside of high priority areas
- Additional information can be found in the Sandy Springs Technical Manual Section 1.L.2

c. Debris Management

- Whenever possible, healthy tree material that is removed should be mulched and reused on-site

d. Soil Amendments

- Whenever possible, use local compost rather than chemical amendments (such as fertilizers) to add nutrients to the native soil.
- When chemical amendments are needed, refer to the Sandy Springs Technical Manual Section 1.L.3 and Section 1.L.4

e. Equipment

- The purchase of new and replacement motorized equipment must consider energy sources other than fossil fuels
- Batteries for electric tools cannot be recharged with gas-powered generators

SECTION II: It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of the City of Sandy Springs Development Code, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

SECTION IV: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION V: 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 VI: This Ordinance shall become effective immediately upon adoption.

APPROVED AND ADOPTED this the 1st day of November, 2022.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel Gonzalez, City Clerk

(Seal)

TA22-0008

Technical Manual Section 1 Amendment

December 6, 2022

SANDY SPRINGS™
GEORGIA

Proposed Amendments

- Sec. 1 – Landscape, Tree and Buffer Submittal Plans and Planting Standards
- A.5. Sample Canopy Calculations: New example, easier to understand and more representative of real projects
- ~~M. Recommended Species List: Removed nuisance and unsuitable species, recategorized based on canopy size, added species~~
- N. Sustainable Landscape Practices: Best practices for landscape design and maintenance (including pests), for new City contracts and projects
- Variety of minor updates

SANDY SPRINGS™

GEORGIA

TA22-0008 – Proposed Amendments to Section 1 of the Technical Manual

In red: Text to be removed
In blue: Proposed text
In *italic green*: Formatting notes

SECTION 1 - LANDSCAPE, TREE AND BUFFER SUBMITTAL PLANS AND PLANTING STANDARDS

Should any standard conflict with the Development Code, the Development Code shall govern.

A. **Canopy Cover Requirements**

1. Coverage area of site is based on calculation of trees to remain and trees to be planted to be no less than the allowances listed in the Tree Conservation Code, most current version.
2. Canopy cover requirements shall be established for the protection of all existing Protected Trees.
3. Canopy can be determined by ~~actual measurement or by~~ general assignment.
   ~~a. Actual measurement is the measured square footage of the canopy of a tree.~~
   ~~b. General assignment attributes square footage base on the potential canopy size of a species (small, medium, or large) as indicated in the Recommended Species List (See Section 1.L).~~
   a. Canopy square footage is based on tree species. Refer to Section M. Recommended Species List to see which species are considered large (1,000 sq ft), medium (500 sq ft) and small (250 sq ft).
4. Trees planted to meet canopy cover standards must be 2.5" in caliper size and maintained in healthy condition for a minimum of three (3) full growing seasons. ~~See Figure 1 for sample canopy calculations.~~

Subsection B. Landscape Strips on Private Property is moved after Figure 1 – Sample Canopy Calculations, to group all canopy cover requirements

~~**Figure 1 - Sample Canopy Calculations**~~

~~This example is a single family residential lot. Please see Development Code for specific requirements of property. All trees 18" caliper and above must be identified on the site plan. Additional calculations are required for the Tree Fund, if applicable according to Development Code.~~

~~Existing (to be removed):~~

~~CANOPY REQUIREMENT~~
~~Example Site = 34,189 sf Coverage requirement: Site Area (sq. ft.) x 35%~~
~~34,189 x 0.35 = 11,966 sf Required Canopy Coverage (RCC)~~
~~PROTECTED TREES *Show tree save areas and tree protection fencing.*~~
~~(3) 18" Oak~~
~~(1) 18" Sweetgum~~
~~(2) 20" Oak~~
~~(1) 22" Sweetgum~~
~~(1) 24" Magnolia~~
~~(1) 36" Oak~~
~~_____~~
~~(9) Total x 1,000 sf = 9,000 sf Existing Canopy to remain (EC)~~
~~LANDMARK REPLACEMENT *Landmark trees are 18" and larger.*~~
~~Landmark canopy to be removed:~~
~~(1) 48" Oak~~
~~(1) 30" Oak~~

~~_____~~
~~(2) Total x 1,000 sf x 1.5 = 3,000 sf to be replaced (LR)~~
~~CANOPY REPLACEMENT (CR)~~
~~RCC - EC + LR = CR~~
~~11,966 - 9,000 + 3,000 = 5,966 sf Canopy Replacement required~~
~~REPLACEMENT TREES Show proposed planted trees on site plan.~~
~~(4) 3" Shumard Oak~~
~~(2) 4" Southern Magnolia~~
~~_____~~
~~(6)Total x 1,000 sf = 6,000 sf Replaced~~
~~Site Canopy Replacement Requirement Satisfied~~

5. Sample Canopy Calculations

The following example is for a single-family residential lot, with a 35% coverage (see Sec. 9.3.2. – Standards of the Development Code for other uses). All trees must be identified on the site plan with an inventory chart for all trees 18" in diameter and larger.

Trees impacted 25% or greater should be identified as lost without canopy credit.

Inventory Chart

DBH	Species	Landmark	Impact	Removed /Lost	Existing canopy (sq ft)	Post-Development Canopy (sq ft)
18	Hardwood	-	0%	No	1000	1000
31	Pine	Yes	3%	No	1250	1250
22	Pine	-	27%	Lost	1000	0
19	Pine	-	9%	No	1000	1000
25	Pine	-	0%	No	1000	1000
28	Hardwood	Yes	14%	No	1250	1250
19	Hardwood	-	50%	Yes	1000	0
26	Hardwood	-	21%	No	1000	1000
				Total	8,500	6,500

Calculations

Lot area	20,836 sq ft
Existing Canopy	8,500 sq ft
Required Canopy	7,293 sq ft (35% x 20,836 sq ft)
Post-Development Canopy	6,500 sq ft
Shortage	793 sq ft (7,293 sq ft - 6,500 sq ft)
Tree Fund recompense	$951.60 (793 sq ft x $1,200 / 1,000 sq ft)
Mitigation replanting	1 Tree (1000 sq ft)
Final Canopy	7,500 sq ft (6,500 sq ft + 1,000 sq ft)

B. **Landscape Strips on Private Property**

1. The width of landscape strips must, as a minimum, conform to the requirements of the conditions of zoning or the requirements of the Development Code.
2. The width is measured from the newly dedicated right-of-way or from the property lines of contiguous parcels, as applicable.
3. No permanent structures are permitted within landscape strips. This includes retaining walls, curbing, dumpsters, detention facilities, etc. Monument signs, drainage structures, transformer, and sidewalks may be allowed only with pre-approval.
4. Curb stops must be used to prevent vehicle overhang into required landscape strips and parking lot landscape islands. One curb stop per parking stall is required.
5. Signs within required landscape strips are subject to the approval of the Department of Community Development. These signs may only be located in areas of turf or groundcover and must not conflict with the growth potential of trees and shrubs. Signs are not permitted within required undisturbed buffers.
6. The deposition of storm water runoff into drainage swales through landscape strips is generally not permitted. Exceptions will be considered only if the design complies with BMPs described by standards of the Georgia Storm Water Management Manual. Under no circumstances may the width of a drainage easement through a landscape strip exceed the width of the strip. The size and configuration of the landscape strip may be altered to accommodate the drainage swale.
7. All species within required landscape strips must be ecologically compatible with the intended growing site. If non-native ornamental trees are used to satisfy landscape strip requirements, they will not count for satisfying canopy requirements.
8. A mix of species of trees is preferred when 6 or more trees are required.
9. All plant materials are subject to approval by the City of Sandy Springs.
10. All trees must be planted in a suitable soil volume. In a normal surface planting environment with average soil depths greater than or equal to 3 feet, soil volume calculations may be based on surface areas as follows:
    a. Small canopy tree = 25 square feet
    b. Medium canopy tree = 150 square feet
    c. Large canopy tree = 300 square feet
11. Required trees shall be planted between mid-October and the end of February. The survival of trees planted outside of that time period shall be guaranteed by placing funds in escrow with the Department of Community Development. Funds may be placed in escrow in lieu of planting pending the desirable planting season. The total amount deposited shall include the purchase, transport and installation of plant materials.
12. Trees planted to meet the landscape strip standards must be maintained in good health for a minimum of 3 full growing seasons.
13. Sub-surface soil cells or structural soils must be used to obtain a 3 foot minimum depth and soil volume where tree planting is to occur with limited surface areas or within built structures such as parking lots and sidewalks. Use is subject to approval by City of Sandy Springs.
14. Spacing and species selection is subject to Sandy Springs Director or designee approval. Compensation may be granted for the protection of existing trees.

C. **Planting within Rights-of-Way**

1. Approval from the Department of Community Development, Department of Public Works and the Georgia Department of Transportation (D.O.T), where applicable, is required, as planting is

generally not permitted in the rights-of-way other than is required, as planting is generally not permitted in the rights-of-way other than required street trees. When trees are planted in the rights-of-way the following conditions shall be met:
a. A minimum of three inch (3") caliper trees shall be planted.
b. A minimum soil volume per these Administrative Standards.
c. Ideal spacing of large trees is 30 to 50 feet on center.
d. Underground utilities shall be installed prior to planting.

2. Where approval is received, the following conditions must be met:
a. Indemnification and Maintenance agreements must be recorded with the City prior to permitting irrigation or planting within City rights-of-way.
b. Agreements must be recorded in the name of a Homeowner's Association (along with documentation attesting to that association's existence), for subdivisions.
c. These agreements must be recorded in the property owner's name for all other types of projects.
d. Trees planted within rights-of-way cannot be counted toward the tree canopy or landscape strip requirements for a site.
e. Prior to planting trees in rights-of-way, a shoulder cross-section must be provided indicating the placement of the trees in relation to the curb, and underground utilities. Placement and species are subject to the approval of the Sandy Springs Arborist and the Director.
f. Drawings for irrigation system within rights-of-way must indicate the location of lines, meter, heads, spray radius, shut off valves, timers and a 24 hour emergency contact phone number.

D. **Buffers on Private Property**

1. Definitions of different buffers are found in the Development Code.
2. When land use of a property changes, the minimum requirements for the new use shall be met.
3. Required undisturbed buffers must remain undisturbed and actively protected in perpetuity under the auspices of the Tree Conservation section of the Development Code.
4. Buffers must be replanted where disturbed for approved access and utility crossings.
5. All buffer plant materials are subject to approval by the City of Sandy Springs.
6. The buffers shall be replanted to meet the following standards:
a. To accomplish screening, the plant materials must be evergreen and a minimum 5 feet in height at time of planting, with branching full to the ground.
b. The number of planting rows for tree replacement in buffers is determined by buffer width as provided in Development Code Sec. 8.2.
7. Encroachment into buffers for the construction of retaining walls, footing, or wall supports is not permitted unless otherwise specified in the conditions of rezoning. Encroachments into undisturbed buffers shall be requested through rezoning or variance, as applicable. Drainage within or through buffers may require additional width to compensate for drainage area, and is subject to the approval of the City.
8. No grading is allowed in buffers unless permission is obtained through City Arborist review and Director approval.

E. **State Water Buffers Restoration Standards**

The following standards apply to restoration of vegetation in state waters buffers regulated by the City in conjunction with a Variance, pursuant to Development Code Div. 11.6. - Relief. Other projects such as streambank stabilization are subject to bioengineering best practices.
Intrusion and disturbance in stream buffers must be promptly mitigated through revegetation. Plants are necessary to the proper functioning of the buffer by controlling erosion, slowing and filtering runoff, shading the water to stabilize temperature, and providing wildlife habitat.

1. Installation.
   a. All work inside the buffer must be conducted by hand, without the use of machinery.
2. Plant selection.
   a. All selected species must be native to the Piedmont region.
   b. No more than 25% of individual trees or shrubs may be of a same species. For example, if 20 trees are needed, only 5 (five) can be of a same species.
   c. Minimum stock sizes.
      i. Large trees: 2" caliper.
      ii. Understory trees: 1" caliper.
      iii. Shrubs: 1 trade gallon.
      iv. Groundcover and perennials: 4" pot.
   d. Plant selection should focus on species that provide rapid ground coverage and erosion control.
   e. City Staff will confirm the suitability of the proposed planting plan and plant selection.
3. Planting scheme.
   a. Plants must provide the associated coverage (see below) within three (3) years of planting. Bare areas between young plants must be stabilized with mulch.
   b. Trees and shrubs may be planted in groupings; however, the groupings must be distributed throughout the entire disturbed area. The final result should look like a naturally established buffer, as opposed to a conventional landscaped area.
   c. The calculation of plants needed is based on square footage of the area to be restored (see below).
4. Canopy coverage.
   a. Trees planted for restoration may count towards the required lot canopy; however, they cannot be counted as recompense for trees removed.
5. Calculations.
   a. A chart detailing the calculations must be provided on the planting plan, which must be approved by the City.
   b. Each stratum should cover 25% of the area to be restored.
   c. Individual plants in each stratum have an associated coverage of:

Stratum	Initial plant size	Coverage per plant (square feet)
Large tree	2" cal.	200
Understory tree	1" cal.	100
Shrub	3 gal.	25
	1 gal.	10
Groundcover and/or perennial	1 gal.	5
	4" pot	1

d. Example:

Area to be restored: 10,000 square feet		
Each stratum coverage: 10,000 × 25% = 2,500 square feet		
Stratum	*Coverage per plant (square feet)*	*Number of plants*
Large trees (2" cal.)	200	13
Understory trees (1" cal.)	100	25
Shrubs (3 gal.)	25	20
Shrubs (1 gal.)	10	200
Groundcover and/or perennials (1 gal.)	5	100
Groundcover and/or perennials (4" pot)	1	2,000

F. ~~Chattahochee~~ **Chattahoochee River Corridor Tributary Protection Area**— See Development Code

~~G. **Off-Street Parking**~~
~~Storm water runoff into parking lot landscape islands may be permitted upon approval by the Sandy Springs Arborist and Chief Engineer, provided design complies with standards established by the Georgia Storm Water Manual, most current edition. See Div. 8.2 of the Development Code for other landscaping requirements in off-street parking.~~

G. **Reserved**

H. **Tree Conservation and Protection Plan (TCPP) Preparation Guidelines**

1. Evaluate the conservation potential of all trees on site based on their species, health, structural condition, and location in relation to site modifications and proposed structures and utilities.
2. Diagram the approximate location of the trees' critical root zones (CRZ), based on 1.25 feet of radius for every inch of diameter at breast height (dbh), or drip-line.
3. Evaluate trees on adjacent properties for a full range of potential impacts, and negotiate mitigating actions with the adjacent property owners.
4. Either modify the site plan or identify trees that cannot be protected to be removed. Generally, trees that suffer disturbance to 25% of the CRZ are considered destroyed. Variables include the nature of disturbance, the potential to mitigate damage, the species of tree, its condition, and vigor.

5. Disturbance to the CRZ includes changing the finish elevation of the soil 3" or greater by cutting or filling, compaction by activity or storage of materials, or any cutting or trenching.
6. The protection of clumps or groupings of trees is more effective than individual trees.
7. Plan for how the full range of site activities could potentially impact the trees. Identify staging areas for parking, material storage, construction debris, and concrete washout.
8. Identify way to ensure sub-contractor understanding and compliance with the Tree Protection Plan.

I. **TCPP Implementation**

1. Conduct pre-construction tree maintenance - fertilization, and pruning remove structural defects, deadwood, or to improve clearance for equipment and structures. Educate all workers on site about tree protection techniques and requirements.
2. Requirements shall be noted on landscape and tree plan.
3. Establish a tree protection zone equal to the trees' critical root zone, (1.25' × 1"~~cal~~ dbh), or as a minimum along the limits of disturbance.
4. Install tree protection fencing prior to any land disturbance.
5. Acceptable Tree Fencing includes the following (See Figure 2):
   a. A minimum 4 feet high barrier, constructed in a post and rail configuration. A 2-inch × 4-inch post and a double 1-inch × 4-inch rail are recommended.
   b. Four foot orange polyethylene laminar safety fencing with posts set at 6 foot on center maximum.
   c. Any deviation from the two acceptable tree fencing methods listed above must be authorized by the Sandy Springs Arborist.
6. Construction offices, vehicular parking, worker break sites, and material storage and debris area are to be place outside of the tree protection zones.
7. Underground and overhead utility lines that would require trenching or severe pruning of protected trees shall be re-routed. Tunneling or boring can be used to install underground utilities within a tree protection zone. Boring shall be at least 24 inches beneath the surface. (See Figure 3).
8. Where tree roots must be cut, make only sharp, clean cuts to promote root regeneration.
9. When clearing and grading is planned in close proximity to a tree protection zone, the limit of disturbance shall be defined by a clean trench cut to a depth of 36 inches, to prevent the shredding and tearing of protected roots.
10. Grade change in the Critical Root Zones of trees will destroy roots. Retaining walls shall be used to minimize the impact grade changes near or within the Critical Root Zones of Protected Trees to minimize damage and to count for canopy requirements (See Figure 4).
11. Monitor compliance with tree protection requirements and tree health regularly during construction.
12. Fencing may be removed at the end of the project for the installation of landscaping.

J. **TCPP Follow up Maintenance**

1. Complete post-construction tree maintenance, including pruning, mulching, fertilization, irrigation, and soil aeration where necessary.

2. Apply at least 1 inch of water per week by deep watering in the absence of adequate rainfall.

3. Fertilize trees with phosphorus, potassium, calcium, magnesium, and other macro- and micro-nutrients as indicated by a soil test, but wait at least one year to apply any nitrogen. Fertilize lightly with nitrogen after 1 year.

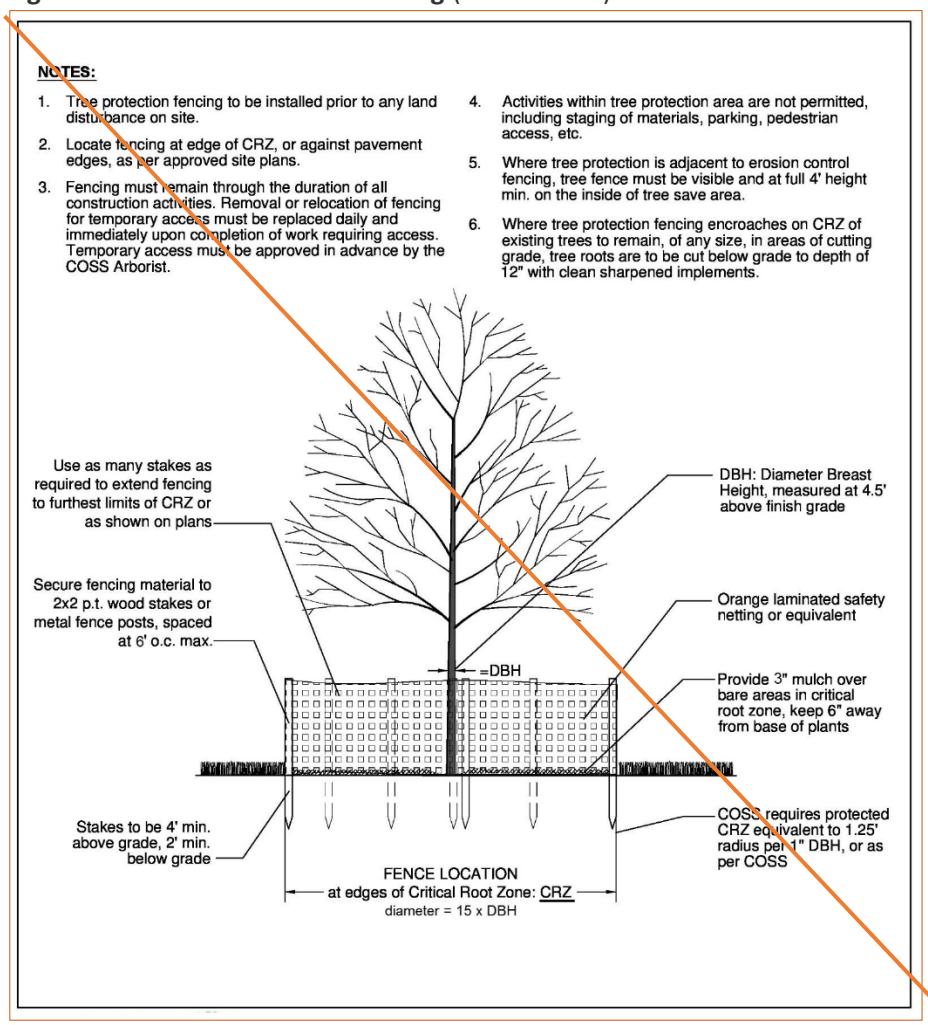
4. Inspect trees annually for at least 3 and up to 5 years after construction to look for changes in condition and signs of insects or disease, and to determine maintenance needs. Maintenance of plantings visible to the public streets is required and subject to Code Enforcement measures.

K. **Planting Standards**

Transplanting procedures shall follow standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual," latest edition. The following is a summary of several key practices.

1. Pre-Planting Considerations
   i. Only healthy trees with a well-developed root system and a well formed top, characteristic of the species, shall be planted. Standards for selecting quality stock may be provided by the City Arborist.
   ii. Trees selected for planting must be compatible with the specific site conditions. A site specific tree list is provided in subsection M, further below.
   iii. Make certain there is adequate planting area and soil volume for the tree and the potential size of the tree is appropriate for the site, including potential conflicts with sight distance, traffic and pedestrian clearance, and overhead utilities. (Utilities Protection Center 1-800-282-7411).
   iv. Contractors must call (811) for utility location of underground utilities prior to digging.
   v. Deciduous and evergreen trees shall be planted between the end of October and the end of February.

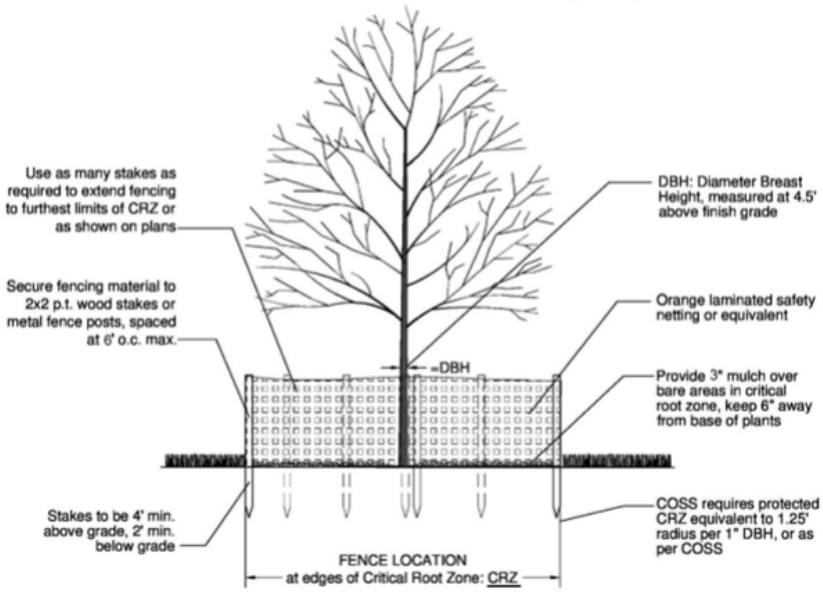
Figure ~~2~~ 1 - Tree Protection Fencing (not to scale)



Replace existing detail above by the following

NOTES:

1. Tree protection fencing to be installed prior to any land disturbance on site.
2. Locate fencing at edge of CRZ, or against pavement edges, as per approved site plans.
3. Fencing must remain through the duration of all construction activities. Removal or relocation of fencing for temporary access must be replaced daily and immediately upon completion of work requiring access. Temporary access must be approved in advance by the COSS Arborist.
4. Activities within tree protection area are not permitted, including staging of materials, parking, pedestrian access, etc.
5. Where tree protection is adjacent to erosion control fencing, tree fence must be visible and at full 4' height min. on the inside of tree save area.
6. Where tree protection fencing encroaches on CRZ of existing trees to remain, of any size, in areas of cutting grade, tree roots are to be cut below grade to depth of 12" with clean sharpened implements.



DBH X 2.5'=CRZ DIAMETER

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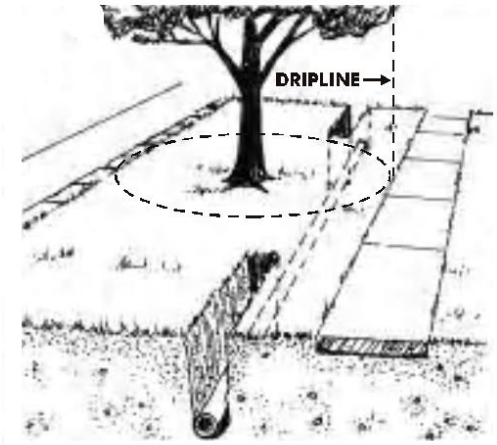
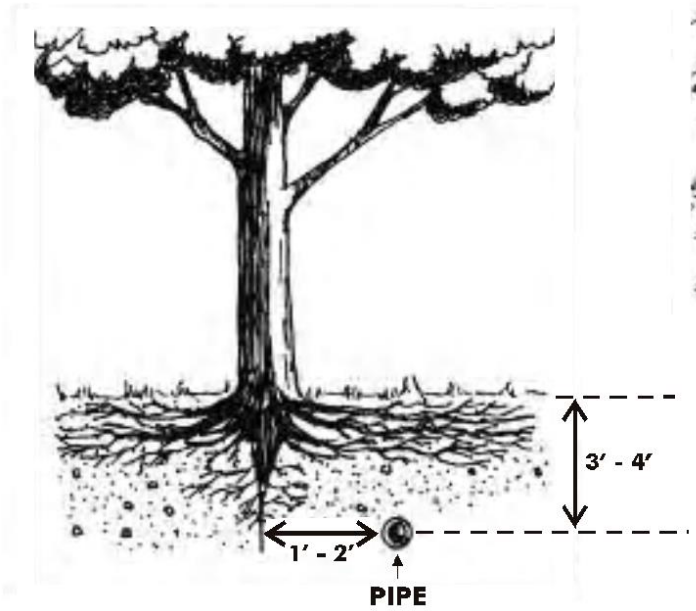
Figure ~~3~~ 2- Tunneling for Underground Utilities

Use tunneling for underground utilities such as cable, electric, and natural gas instead of cutting an open trench. This method will help preserve existing trees or smaller tree save areas.





Why Tunneling Saves Trees
Trenching near a tree can kill as much as 40 to 50 percent of the tree's roots. This will almost certainly lead to stress, poor health, lack of firmness against wind, or outright death. A tunnel in the same place will do virtually no damage to the tree.

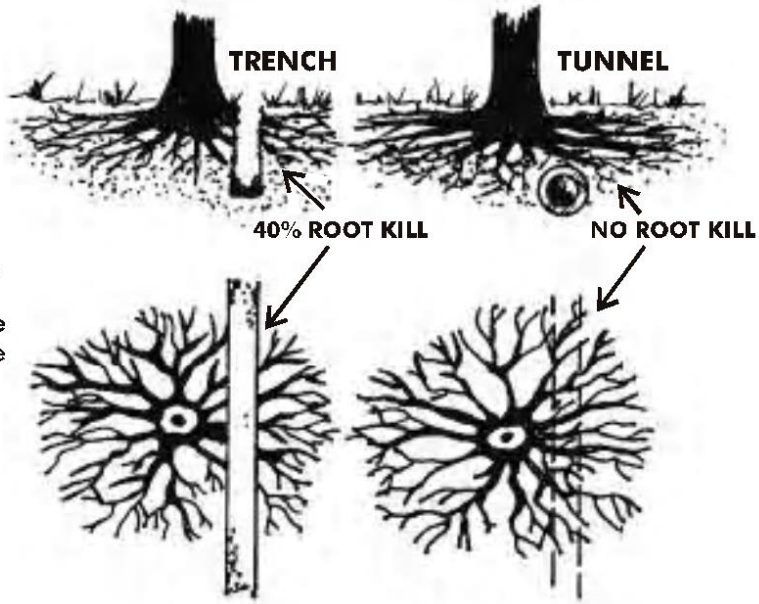
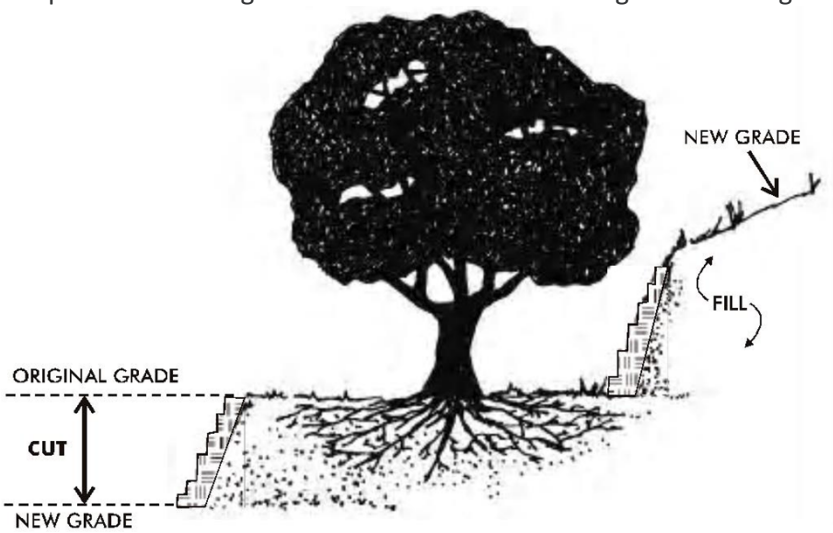
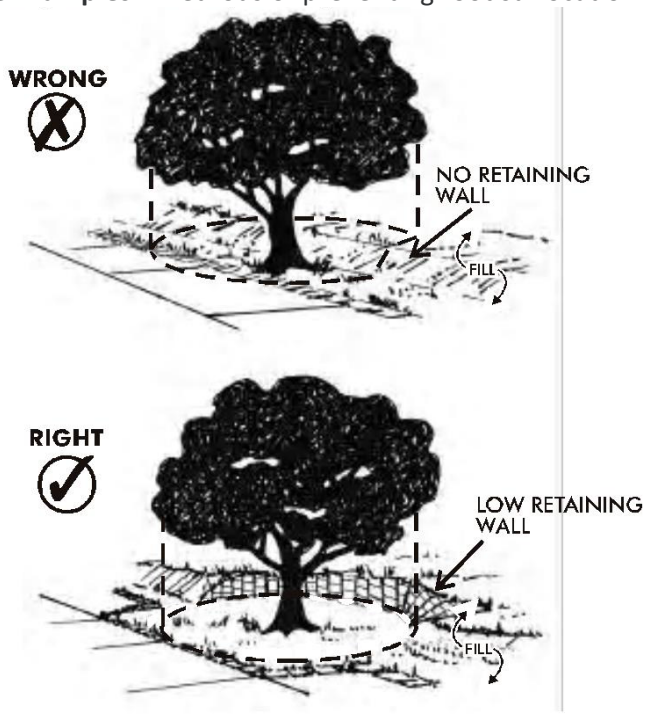


Figure 4 3 - Correct Methods for Grade Changes

How to preserve existing trees with the use of retaining walls when grade changes are necessary



Grade Change Examples - Methods of preventing root suffocation from fill dirt when changing grade



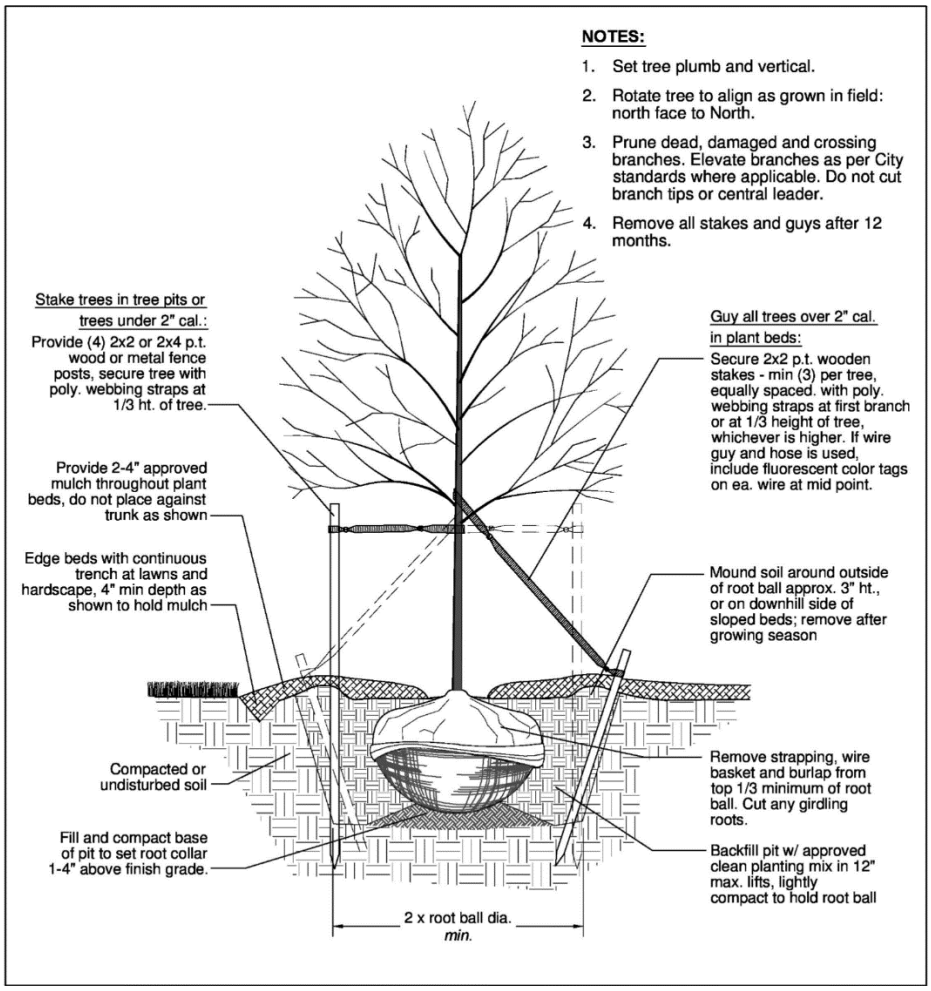
2. Planting Procedures

i. Planting holes shall be no less than two (2) times the width of the root ball or bare roots of the tree being planted. A planting hole 3 to 5 times the width of the root ball is recommended. Figure 5 is the Tree Planting Standard Detail.

ii. Trees shall not be planted deeper than they were in their former location or container, and shall be 1-4" higher than the surrounding finish grade.

iii. Spade compacted bottom and sides of the planting hole shall be roughed or scarified to allow the penetration of developing roots.
iv. Water drainage from the bottom of the planting hole essential for root establishment.
v. Avoid the application of soil amendments or fertilizer at the time of planting.
vi. All plants must be watered to saturation immediately upon planting. When planting trees, it is recommended that trees be set and the pit backfilled half way, then soaked to verify good drainage, then planting completed, and watered again to saturation.

Figure ~~5~~ 4 - Tree Planting Standard Detail (not to scale)



L. **Tree Maintenance**

1. Tree Pruning

a. Only experienced professional arborists shall prune trees. Arborists certified by the International Society of Arboriculture have tested to ensure a minimum level of arboricultural competency and maintain their certification with continuing education. Arborist shall follow ANSI A-300 Standards for Tree Care Operations.

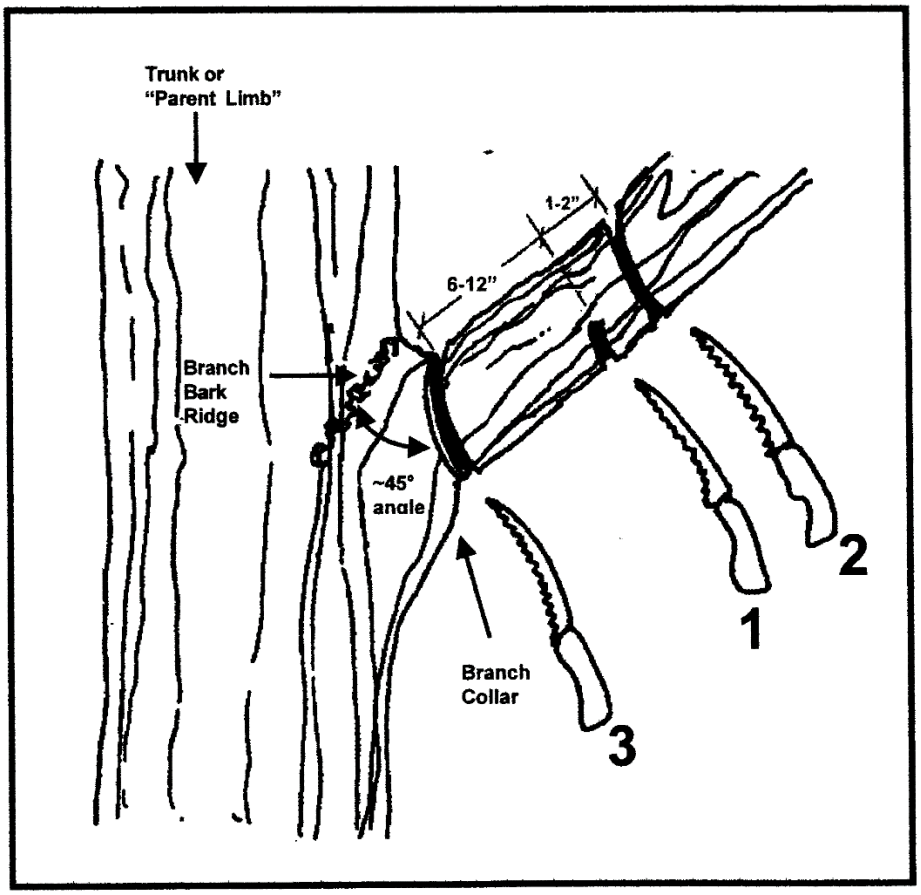
b. The objectives for tree pruning shall be established prior to commencement of pruning activity.

c. Tree shall never be "topped". Topping a tree permanently damages a tree's structure, destroys its value, damages its health, and decreases the tree's safety.

d. Climbing spikes shall never be used to prune a tree.
e. Always prune branches back to parent branches or branches at least 1/3 the diameter of the branch being pruned.
f. No more than 1/4 of the foliage of a mature tree shall be removed in any one growing season.
g. Make proper pruning cuts, using the three cut method (See Figure 6).
h. Avoid stub cuts, flush cuts and wounds to the remaining limbs and trunk.
i. Pruning cuts shall be made just on the outside of the branch collar (See Figure 6).
j. At the time of planting prune only dead, damaged, broken crossing, or rubbing branches.
k. Do not remove more than 1/3 of the foliage from a young tree during any one growing season.

2. Mulching
a. Tree mulching is very beneficial to trees because it helps retain soil moisture, moderates soil temperature, suppresses weed growth, reduces soil compaction, and reduces the potential for mower and string trimmer damage to trees.
b. Use organic materials such as pine straw, leaves, aged wood chips and compost. Avoid grass clippings, plastic, and rocks.
c. Use the tree's own fallen leaves for mulch.
d. Spread mulch in an even layer, 3—4 inches deep. Avoid mounding the mulch around the tree's trunk.
e. Keep mulch at least 5 inches from the tree's trunk.
f. For newly planted trees, mulch an area at least 5 feet in diameter.
g. For older established trees, mulch out as far as practical, mulching to the drip line is most desirable.

Figure ~~6~~ 5. Three Cut Pruning Method



3. Soil Environment

a. Maintaining healthy soils reduces tree stress and improves tree the survival, growth, and longevity; improves root structure, and reduces the potential for tree failure.

b. Adequate soil volume shall be maintained throughout the life time of tree. In a normal surface planting environment with average soil depths greater than or equal to 3 feet, soil volume calculations can be based on surface areas as follows:

   i. Small tree = 25 square feet

   ii. Medium tree = 150 square feet

   iii. Large tree = 300 square feet

c. Soil organic matter content shall be maintained at 5 percent volume.

d. Mulching trees will increase soil nutrient levels, organic matter content and improve soil structure.

e. Root barriers shall be used to redirect root growth away from sidewalks, curbs and driveways.

f. Avoid soil compaction within the critical root zone of trees. Soil compaction results in an increase in soil bulk density, reduces soil pore space, decreases soil oxygen, and limits the availability of water.

g. Parking, driving, and the temporary storage of construction material within a tree's critical root zone will result in soil compaction.

4. Fertilization

a. Trees that are in an urban growing environment with limited natural nutrient cycling shall be fertilized on a regular basis.

b. If trees are exhibiting symptoms of nutrient deficiency, soils shall be tested prior to fertilization, and the fertilizer formulation shall be adjusted to address the specific deficiency.
c. Newly planted, drought stressed or severely damaged or injured trees shall not be fertilized.
d. Fertilizer shall be applied when roots are actively growing. The best times are late winter, early spring through early summer.
e. Nitrogen, phosphorus, and potassium (NPK) in a ratio of 3:1:1 is most desirable.
f. Slow release nitrogen shall be applied at a rate of 2 to 4 pounds (of elemental nitrogen) per 1,000 square feet of rooting area.
g. Fertilizer shall be applied within the entire root zone of trees. Sub-surface applications to a depth of 4 to 12 inches are ideal.
h. The use of trunk fertilizer injections or implants is not recommended.

5. Irrigation
a. Adequate soil moisture levels result in better tree growth, reduced stress, and reduced susceptibility to insect or disease problems.
b. Excessive soil moisture can result in anaerobic conditions, nutrient deficiencies, and tree decline.
c. Tree species shall be matched to anticipated soil conditions.
d. Mulching trees helps conserve water.
e. In the absence of adequate rainfall trees shall be irrigated at the rate of 1 inch of water every 5 to 7 days. Refer to Approximate Watering Time chart below for approximate water application times.
f. Water shall be applied evenly throughout the outer 75% of a tree's critical root zone; runoff shall be avoided.

Approximate Watering Time to Apply One Inch of Water Across Various Sized Critical Root Zones

Radius of CRZ (ft)	Volume of Water (gals) to Equal 1"	Total Application Time (minutes and hours) at a delivery rate of 5 gallons per				
		5 Sec	15 Sec	30 Sec	45 Sec	60 Sec
5	37	1 min	2 min	4 min	6 min	7 min
10	147	3 min	7 min	15 min	22 min	30 min
15	330	6 min	17 min	33 min	50 min	1 hr
20	587	10 min	29 min	1 hr	1 hr 30 min	2 hrs
25	917	15 min	46 min	1 hr 30 min	2 hr 30 min	3 hrs
30	1,322	22 min	1 hr	2 hrs	3 hr 30 min	4 hrs 30 min
35	1,799	30 min	1 hr 30 min	3 hrs	4 hr 30 min	6 hrs

Radius of CRZ (ft)	Volume of Water (gals) to Equal 1"	Total Application Time (minutes and hours) at a delivery rate of 5 gallons per				
		5 Sec	**15 Sec**	**30 Sec**	**45 Sec**	**60 Sec**
40	2,349	39 min	2 hrs	4 hrs	6 hrs	8 hrs
45	2,973	50 min	1 hr 30 min	5 hrs	7 hrs 30 min	10 hrs
50	3,670	1 hr	3 hrs	6 hrs	9 hrs	12 hrs

M. **Recommended Species List**

The Sandy Springs Tree Species List is intended to support site planning and design activities for tree conservation and establishment, and tree maintenance planning and decision-making. In the list, trees are arranged alphabetically by the tree's common name with the "genus" listed first. For example, red maple is listed as "Maple, Red" (maple is the genus name). The Latin name is also listed for more definitive species identification. In some cases, the commonly planted variety or cultivar of the species has also been included apart from the species.

~~Table 1-2.~~ Canopy Credit: Unaccepted Species List

Trees not acceptable for planting/canopy credit:	
Boxelder	*Acer negundo*
Silver maple	*Acer saccharinum*
Ailanthus/Tree of Heaven	*Ailanthus altissima*
Mimosa	*Albizia julibrissin*
Catalpa	*Catalpa bignonoides*
Ginkgo - female	*Ginkgo biloba* - female
Ornamental Pear	*Pyrus calleryana* varieties
Princeton Elm	*Ulmus Princeton*

Cultivars and varieties may not qualify in the same manner as the species for canopy credits.
Large and medium-sized canopy species are considered shade trees; small-sized canopy species are considered understory or ornamental trees.

Table 1-3. Recommended Species List
(Species not listed may be considered for City Arborist approval)

Large Canopy Shade Trees (1,000 sf credit)

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Maple, Sugar	*Acer saccharum/A. barbatum*	60	30	y			y	
Hickory, Bitternut	*Carya cordiformis*	50	50	y				
Hickory, Pignut	*Carya glabra*	60	40	y				
Hickory, Shagbark	*Carya ovata*	70	50	y				
Hickory, Mockernut	*Carya tomentosa*	60	40	y				
Chestnut, Chinese	*Castanea mollissima*	50	50			y		
Ash, White	*Fraxinus americana*	60	40	y			y	
Ash, Green	*Fraxinus pennsylvanica*	50	30	y			y	
Ginkgo (male only)	*Ginkgo biloba*	60	40			y		
Sweetgum	*Liquidambar styraciflua*	75	50	y			y	
Poplar, Tulip or Yellow	*Liriodendron tulipifera*	70	40	y			y	

Southern Magnolia	*Magnolia grandiflora*	70	40	y	y			
Dawn Redwood	*Metasequoia glyptostroboides*	75	25			y		
Blackgum or Tupelo	*Nyssa sylvatica*	50	30	y		y	y	
Pine, Shortleaf	*Pinus echinata*	60	20	y			y	
Pine, Slash	*Pinus elliotii*	60	20					
Pine, Longleaf	*Pinus palustris*	60	20					
Pine, Loblolly	*Pinus taeda*	80	20	y			y	
Sycamore	*Platanus occidentalis*	75	75	y			y	
Planetree, London	*Platanus x acerifolia*	75	60			y		
Oak, Swamp White	*Quercus bicolor*	60	50	y			y	
Oak, Scarlet	*Quercus coccinea*	60	40	y				
Oak, Overcup	*Quercus lyrata*	50	50	y			y	
Oak, Nuttall	*Quercus nuttalli*	50	40	y				
Oak, Willow	*Quercus phellos*	60	50	y		y	y	
Oak, Shumard	*Quercus shumardii*	50	40	y				

Elm, American	*Ulmus americana*	50	60	y			y	
Zelkova, Japanese	*Zelkova serrata*	50	40			y		

Medium Canopy Trees (500 sf credit)

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Maple, Trident	*Acer buergerianum*	35	30			y		
Maple, Red	*Acer rubrum*	40	25	y			y	
Maple, Southern Sugar	*Acer barbatum*	40	25	y			y	
Hornbeam, European	*Carpinus betulus*	35	20			y		
Hornbeam, American	*Carpinus caroliniana*	30	30	y			y	
Cedar, Deodar	*Cedrus deodora*	50	25		y			
Honeylocust	*Gleditsia triacanthos*	70	20	y				
Silverbell, Carolina	*Halesia caroliniana*	35	25	y			y	
Holly, American	*Ilex opaca*	30	15	y	y	y		
Holly, Foster's	*Ilex x attenuata*	30	15		y	y		
Goldenrain Tree	*Koelreuteria paniculata*	35	35					

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Magnolia, Sweetbay	*Magnolia virginiana*	35	15	y	y		y	
Pistache, Chinese	*Pistacia chinensis*	35	25			y		
Hophornbeam or Musclewood	*Ostrya virginiana*	30	20	y			y	y
Oak, Georgia	*Quercus georgiana*	30	30	y				
Oak, English	*Quercus robur*	45	12					
Sassafras	*Sassafras albidum*	30	20	y			y	
Cypress, Bald	*Taxodium distichum*	60	30	y		y	y	
Lacebark Elm	*Ulmus parvifolia*	50	40			y		

Small Canopy Trees (250 sf credit)

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Maple, Amur	*Acer ginnala*	20	25					y
Alder, Hazel	*Alnus serrulata*	15	15	y		y	y	y
Serviceberry	*Amelanchier aroborea*	25	20	y				y
Redbud, Eastern	*Cercis canadensis*	20	15	y			y	y
Fringetree	*Chionanthus virginicus*	20	10	y				y

Common Name	Botanical Name	Height	Width	Native	EvGrn	Urban	Riparian	Utility
Dogwood, Kousa	*Cornus kousa*	15	15					y
Hawthorn, Washington	*Crataegus phaenopyrum*	20	20					y
Witchhazel	*Hamamelis virginiana*	20	20	y			y	y
Winterberry	*Ilex verticilata*	10	10	y			y	y
Holly, Yaupon	*Ilex vomitoria*	20	12	y		y		y
Crape Myrtle	*Lagerstroemia indica*	15	15			y		y
Orange, Osage	*Maclura pomifera*	30	25			y		
Saucer Magnolia	*Magnolia x soulangeana*	25	25					y
Star magnolia	*Magnolia stellata*	20	20		y			y
Ironwood, Persian	*Parrotia persica*	25	20		y			y
Oak, Turkey	*Quercus laevis*	25	25	y				
Sumac, Flameleaf or Shining	*Rhus copallina*	15	15			y		

N. **Sustainable Landscape Practices**

1. Applicability

The Sustainable Landscape Practices apply to all City-owned property, to work conducted by City staff and all contracted vendors. It establishes guidelines for the design, installation, and maintenance of landscaping, including plantings and hardscape.

2. Sustainable Design

a. Goals

Sustainable design guiding principles shall be followed to:

- Create appealing landscapes
- Promote the use of plant species native to the Piedmont
- Support wildlife by creating suitable habitats
- Protect existing, desirable plant communities
- Limit landscape maintenance needs
- Improve stormwater management
- Reduce the island heat effect

b. Design Considerations

i. Applicability

When creating new landscape designs or updating existing ones, the designers must implement the following considerations.

ii. Site Planning

- Stormwater should be managed on-site whenever possible
- Whenever possible, hand water instead of installing irrigation
- Whenever possible, use temporary irrigation rather than permanent

iii. Plant Selection

- Favor plant species native to the Piedmont, aim for 75% of species diversity to be native
- Favor plant species that generate multiple benefits, such as:
    - Wildlife support, including pollinators
    - Erosion control
    - Stormwater management
- Selected species should be drought tolerant (except in wet conditions)
- Species that are prone to destructive pests should be avoided
- Consider groundcover alternatives to lawn in areas of low traffic
- Stream buffer plantings are subject to the Technical Manual, Sec. 1.E. State Water Buffers Restoration Standards

Invasive plant species are prohibited

- See GA Exotic Pest Plant Council Category 1 and 1a lists: https://www.gaeppc.org/list/
- In addition to those listed under Category 1 and 1a:
    - *Miscanthus sinensis* (silvergrass)
    - *Nandina domestica* (heavenly bamboo)
    - *Vinca major, V. minor* (periwinkle)
    - *Berberis thunbergia* (Japanese barberry)
    - *Euonymus fortunei* (wintercreeper)
    - *Liriope spicata, L. muscari* (liriope, monkey/mondograss)
    - *Mahonia beali* (leatherleaf mahonia)
- Favor plants regionally produced

iv. Hardscape

- Minimize the area covered by impervious surfaces
- Consider the life cycle of materials and prioritize durability
- Favor materials regionally produced

c. Implementation Process

- Planting plans part of the regular permitting process with Community Development will be reviewed with that permit.
- Planting plans that are not linked to another permit must be submitted to Community Development for review as a minor LDP. Only a planting plan will be required for the application unless the scope of work includes more than plantings.
- Changes to approved plans must be resubmitted for review to Community Development.

3. Integrated Pest Management

a. Goals

An integrated pest management program shall be implemented to:

- Maintain healthy, attractive plants, maximize resistance to pests and outcompete weeds
- Monitor for presence of pests and to evaluate pest impact on plant health and appearance and nuisance to the public
- Provide control treatments that have minimal negative effects on all but the pest and that protect air and water quality
- Prevent unnecessary exposure of humans and wildlife, including pollinator species, to toxic substances

b. Overall Strategy

The nuisance level generated by pest insects, disease, and weeds must be assessed prior to consider treating a landscaped area. Environmental, aesthetic or economic damage must be present to qualify the presence of undesirable species as a nuisance. Different areas of the City will have different thresholds for aesthetics: the planting bed in front of a landmark building should be maintained with higher standards than a remote patch of forest.

When selecting a correcting measure, the following criteria should be applied:

- Least disruptive of naturally occurring controls;
- Least hazardous to human health;
- Least toxic to non-target organisms;
- Least damaging to the general environment, surface and ground water, and overall ecosystem function and stability;
- Most likely to produce a permanent reduction in the environment's ability to support target pests;
- Economic and environmental cost-effectiveness in the short- and long-term.

c. Implementation

- The Landscape Manager in the Recreation and Parks Department is the designated IPM

Coordinator.

- The Landscape Manager will work with other departments to implement the IPM in all City landscaping activities.
- Each City department is responsible for keeping accurate records and results of all IPM treatments, to include how, when, by whom, where and why the treatment was applied – see Recordkeeping and reporting section below.
- The IPM requirements will be incorporated into all new and existing City landscaping contracts as they come up for renewal or bid.

d. Pest Insects and Disease Management

The City of Sandy Springs seeks to control pests without harming non-target organisms, or negatively affecting air and water quality and public health. An Integrated Pest Management program uses a range of cultural, mechanical, physical, and biological control methods before using pesticides.

i. Target plants and pests

The Contractor shall identify the problematic plant species and cultivars in the landscape (target plants) and the pests that commonly cause significant harm to these plants (target pests).

ii. Monitoring

The Contractor shall monitor landscape areas regularly to identify presence of beneficial insects and pests, determine populations, life stage, and degree of damage to plants. Target plants and pests must be monitored closely during normal periods of pest activity. This information will be the basis on which pest control methods are initiated. Records of monitoring activity shall be kept.

iii. Controls

Chemical controls are applied only when monitoring indicates that preventative and non-chemical methods are not feasible (for example, not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control is applied.

1. Cultural/mechanical/physical methods

   A number of maintenance practices or modifications of them can make the environment unfavorable for pest reproduction, movement, or survival. Often simply modifying an existing maintenance practice, such as timing of pruning or fertilization, can produce positive results. Other mechanical or physical practices may specifically combat plant pests or increase host resistance. Key treatments include:

   - Fostering a healthy soil, judicious fertilization only when needed, and managing irrigation appropriately
   - Pruning to remove infected or infested branches and shoots; time pruning to avoid periods of insect infestation, for example prune pines in winter (December-February) when bark beetles and borers are inactive
   - Removing fallen twigs, leaves, and fruit that contains disease inoculums
   - Mulching soil surface to reduce weeds and to reduce splashing and the drops of mud that would protect spores deposited on plant surfaces
   - Trapping insects using sticky surfaces (also used for monitoring)
   - Bringing to attention of the City Representative 'target plants' that are disease or insect prone and suggesting resistant plant replacements or those better suited to the

site and microclimate

2. Biological methods
   Biological controls are pesticides of natural origin that have limited or no adverse effects on the environment or beneficial organisms. Determining the effective biological control and proper timing of application are critical to success in pest control. The Contractor shall consider the following biological control methods when cultural/mechanical/physical methods are not adequate to lower pest populations to the target level.
   - *Bacillus thuringiensis* (bt)
   - Parasitic nematodes
   - Pheromone traps
   - Beneficial insect release and conservation

3. Pesticides (chemical methods)
   The term pesticide applies to insecticides, fungicides, and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides.
   - When cultural, mechanical, physical and biological controls resulted in inadequate pest control, the Contractor may select and apply an appropriate least-toxic pesticide as a last resort. Least-toxic pesticides have a high LD-50, low residual and narrow range of toxicity. Application must be timed to the appropriate life stage of the pest and when environmental conditions allow.
   - Examples include:
     - Insecticidal soaps
     - Horticultural oils
     - Herbicidal soaps
     - Neem
     - Pyriproxyfen insect growth regulator (e.g. Distance IGR)
   - Restricted chemicals: Organophosphate-containing pesticides are prohibited. Common active ingredients of organophosphate products include acephate, chlorpyrifos, diazinon, dicrotophos, ethoprophos, malathion, phorate, phosmet, terbufos, tribufos. They have been found to persist in the environment and cause water quality impairment of creeks, streams, and rivers.
   - Pyrethroids and pyrethrins containing piperonyl butoxide (PBO) should be avoided. They are toxic to birds, fish, and beneficial insects. Their application should carefully avoid runoff and contact with non-target plants. Use of pyrethroids and pyrethrins may only be allowed upon approval of the City Representative with a written request.
   - Contractor shall not apply any pesticide marked with the “Danger” warning on the label.
   - All chemical applications shall be performed by a licensed, trained technician. The Contractor (or subcontractor) must hold a Class 24 Pesticide Applicator’s License from the Georgia Department of Agriculture, and strictly adhere to all laws.
   - The Contractor shall submit to the City Representative a list of all product selections proposed for the season for approval prior to use.
   - Pesticides shall be applied before 8:00am, and preferably outside of blooming periods, to avoid conflict with pollinator insects. Areas to be treated shall be blocked off and warning signs posted.
   - The Contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. Follow the recommendations of the pesticide manufacturer and all applicable

governmental and industry regulations.

- Avoid spray drift by using a low-pressure, large-droplet sprayer.

A. Notice of pesticide use

- Signs shall be posted at time of application of the pesticide product following the rules of the Georgia Pesticide Use and Application Act of 1976 – Section 40-21-9-.02 Posting and Notification.
- The Contractor shall not be required to post signs in right-of-way locations that the general public does not use, but shall notify the City Representative in writing at least prior to the application.

B. Recordkeeping and reporting

- The Contractor shall maintain records of all pest management activities. Each record shall include the following information:
    - Date the pesticide was used
    - Name of the pesticide applicator
    - Target pest
    - Name and quantity of pesticide used
    - Location and area of the pesticide application
    - Application equipment used
    - Prevention and other non-chemical methods of control used
- The Contractor shall submit monthly the pest management record to the Representative.

e. Weed management

i. Target weeds

The Contractor shall identify target weeds (pests) present and plan a weed management program to target those species.

ii. Priority areas

Landscapes shall be maintained in a healthy and attractive manner according to the scope of work outlined under the appropriate Sandy Springs contract. Weeds with invasive tendencies in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly within the priority areas defined in the contract. Weeds shall be removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Dispose of weeds off-site.

iii. Invasive Plant Species

Exotic invasive plant species might be present in the landscape, whether as volunteers or deliberately planted. Those plants shall be removed by the Contractor. Refer to http://www.gainvasives.org/ for a list of invasive species.

Invasive plants control activities covered under a separate contract, such as City parks maintenance, are exempt from the provisions of the IPM.

iv. Controls

A. Cultural/mechanical/physical methods shall be used as the first choice in weed management.

- Monitor planting areas frequently to identify and eradicate weeds early in the growth stage

prior to their setting seed.

- Cut or pull weeds using hand operated equipment where possible.
- Mow large areas according to schedule to reduce weed growth, and eliminate species that are not tolerant of mowing. Mowing is especially effective when done prior to seed set. Mowing also reduces fire hazard in open space.
- Mulch shall be maintained at all times over soil surface that is not covered by vegetation.
- Flame weeding may be used in winter and spring with approval by the Fire Marshal to kill early-season, non-grass weeds by heating the cells until they burst. With this method, the weed quickly wilts and dies.

B. Least toxic herbicides may be employed by the Contractor as a last resort. Least toxic herbicides may contain natural or organic ingredients with minimal environmental impact.

C. In no case will soil pre-emergent or other types of weed killers be permitted, unless otherwise stated in the contract, and without prior approval of the City Representative.

D. The Contractor shall submit to the Representative a list of all product selections proposed for the season for approval prior to use.

4. Installation & Maintenance

a. Irrigation

- Irrigation systems must be inspected against leaks, time malfunction and other problems quarterly
- If available, use rainwater harvesting systems rather than potable water
- For further information, refer the Sandy Springs Technical Manual Section 1.L.5

b. Mulching

- Mulch should be applied and maintained at a minimum depth of 2”
- Colored mulch is prohibited outside of high priority areas
- Additional information can be found in the Sandy Springs Technical Manual Section 1.L.2

c. Debris Management

- Whenever possible, healthy tree material that is removed should be mulched and reused on-site

d. Soil Amendments

- Whenever possible, use local compost rather than chemical amendments (such as fertilizers) to add nutrients to the native soil.
- When chemical amendments are needed, refer to the Sandy Springs Technical Manual Section 1.L.3 and Section 1.L.4

e. Equipment

- The purchase of new and replacement motorized equipment must consider energy sources other than fossil fuels
- Batteries for electric tools cannot be recharged with gas-powered generators

SANDY SPRINGS
GEORGIA

STAFF REPORT

Case:	**TA22-0008 – Technical Manual Section 1 - Landscape, Tree and Buffer Submittal Plans and Planting Standards**
Staff Contact:	Catherine Mercier-Baggett (cmercier-baggett@sandyspringsga.gov)
Report Date:	December 6, 2022

PURPOSE
An Ordinance to amend Technical Manual Section 1 – Landscape, Tree and Buffer Submittal Plans and Planting Section, to correct minor errors, update the recommended tree species list and adopt a sustainable landscape practices policy for City projects.

RECOMMENDATION
Staff recommends **Approval** of **Text Amendment** TA22-0008.

PROCESS	
Planning Commission Hearing: N/A	Mayor and City Council Hearing: *November 1, 2022- deferred* December 6, 2022

BACKGROUND
Section 1 of the Technical Manual provides supplement information and implementation guidance to Div. 9.3. - Tree Conservation and Div. 8.2 – Landscaping and Screening of the Development Code. The proposed amendment applies to several subsections, with two main changes. The first occurs in Sec. 1. A.5. Sample Canopy Calculations where the calculations are better explained through the use of a new example of development. The second one is the adoption of Sec. 1.N. Sustainable Landscape Practices that will guide new landscaping contracts and projects for City property. This section outlines best practices for the selection of plant species and the management of pests. The Sustainable Landscape Practices are a requirement of the City's accreditation as a Bee City USA Affiliate and an achievement that will be included in the Mayors Monarch Pledge report. The update of the Recommended Species List in Sec. 1.M. is withdrawn from this version and will be brought back before Mayor and City Council in February 2023. Staff is working with the community to add information on the list. A first meeting occurred on November 17, 2022.

SUMMARY OF AMENDMENTS
Refer to the Proposed Amendments document for details. A. Canopy Cover Requirements, Par. 3. Canopy size is assigned a value based on species, to simplify calculations of canopy coverage. A. Canopy Cover Requirements, Par. 5. A new example of canopy calculations is provided to improve communication with permit applicants. B. Landscape Strips on Private Property Moved after the Sample Canopy Calculations. F. Chattahoochee River Corridor Tributary Protection Correcting a misspelling. G. Off Street Parking Section removed and marked "Reserved". Per Sec. 8.2.2.E of the Development Code, tree islands are required to be designed to accept stormwater runoff. K. Planting Standards Figures are renumbered. The Tree Protection Fencing detail is updated with the diameter of fence required. L. Tree Maintenance Figures are renumbered and a grammar error is fixed. ~~M. Recommended Species List~~ ~~The list is replaced in its entirety to remove nuisance species and add more recommended species.~~ N. Sustainable Landscape Practices This new section outlines best practices for sustainable landscape design and the management of pest insects, diseases and weeds. Those practices offer guidance for City contractors working on the maintenance of public landscaped areas or designing capital improvement projects.

RESOLUTION NO. 2022-22-xxxx

STATE OF GEORGIA
CITY OF SANDY SPRINGS

A RESOLUTION APPOINTING THE SECOND ALTERNATE-MEMBER TO THE SANDY SPRINGS BOARD OF ETHICS

BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia ("City") while in regular session on December 6, 2022 at 6:00 p.m. as follows:

SECTION 1. That Bill Murray is appointed to the Board of Ethics as the second alternate-member for a first term of three (3) years commencing on December 7, 2022 and ending on December 7, 2025; and

SECTION 3. That members and alternates of the Board of Ethics shall be eligible for reappointment upon nomination by the Mayor and confirmation by the City Council and shall not serve for more than two (2) consecutive terms when serving as a member, or two (2) consecutive terms when serving as an alternate; and

SECTION 3. That this Resolution shall become effective upon its adoption.

RESOLVED this the 6th day of December, 2022.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. González, City Clerk

(Seal)

SANDY SPRINGS
CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Jennifer Emery, Human Resources Director

DATE: November 18, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Adoption of the City of Sandy Springs 2023 Holiday Schedule (Deferred from the November 15, 2022 City Council Meeting)

Recommendation:

Staff recommends that the Council adopt the attached Resolution to Adopt the City of Sandy Springs 2023 Holiday Schedule

Background:

The City of Sandy Springs has established ten holidays which are defined in the City of Sandy Springs Employee Handbook Section 6.04.

Discussion:

Attached is the schedule of the 2023 dates for the established City of Sandy Springs holidays.

Financial Impact:

No financial impact.

Alternatives:

The City of Sandy Springs could adopt different holidays than previously established.

Review:

Raquel Gonzalez, City Clerk	Created/Initiated - 12/2/2022
Raquel Gonzalez, City Clerk	Approved - 12/2/2022
Kathy Williams, Staff Attorney	Approved - 12/2/2022
Eden Freeman, City Manager	Final Approval - 12/2/2022

Attachments:

1. 2023 Holiday Presentation
2. 2023 Holiday Schedule Slides - Dr. Melody Kelley
3. Resolution - 2023 Holiday Calendar
4. City of Sandy Springs 2023 Holiday Schedule

2023 Holiday Discussion

December 6, 2022

SANDY SPRINGS™
GEORGIA

2023 Holiday Schedule

- New Years Day
- Martin Luther King, Jr Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Options for Consideration

Options for Consideration

Option One

- Add one floating holiday in recognition of the two federal holidays that are not included, must be taken within the calendar year
- Work with community to create an annual Juneteenth event/celebration

Option Two

- No change to holiday calendar
- Work with community to create an annual Juneteenth event/celebration

Questions

2023 Holiday Schedule

Monday, January 2, 2023	New Year's Day Holiday
Monday, January 16, 2023	Martin Luther King, Jr. Day Holiday
Monday, February 20, 2023	President's Day Holiday
Monday, May 29, 2023	Memorial Day Holiday
Tuesday, July 4, 2023	Independence Day Holiday
Monday, September 4, 2023	Labor Day Holiday
Monday, October 9, 2023	Columbus Day Holiday
Thursday, November 23, 2023	Thanksgiving Day Holiday
Friday, November 24, 2023	Day After Thanksgiving Holiday
Monday, December 25, 2023	Christmas Day Holiday

And Then Came Juneteenth

2022	City	State	Federal
New Year's Day	Yes	Yes	Yes
Martin Luther King, Jr Birthday	Yes	Yes	Yes
President's Day	Yes	Yes	Yes
Good Friday	No	Yes	No
Memorial Day	Yes	Yes	Yes
Juneteenth	No	Yes	Yes
Independence Day	Yes	Yes	Yes
Labor Day	Yes	Yes	Yes
Columbus Day	Yes	Yes	Yes
Veterans Day	No	Yes	Yes
Thanksgiving Day	Yes	Yes	Yes
Day After Thanksgiving	Yes	Yes	No
Christmas Day	Yes	Yes	Yes
TOTAL HOLIDAYS	**10**	**13**	**11**

We ***now*** have more Federal (and State) adopted holidays than holiday slots in the schedule.

What's a City to do?

Add a Holiday?

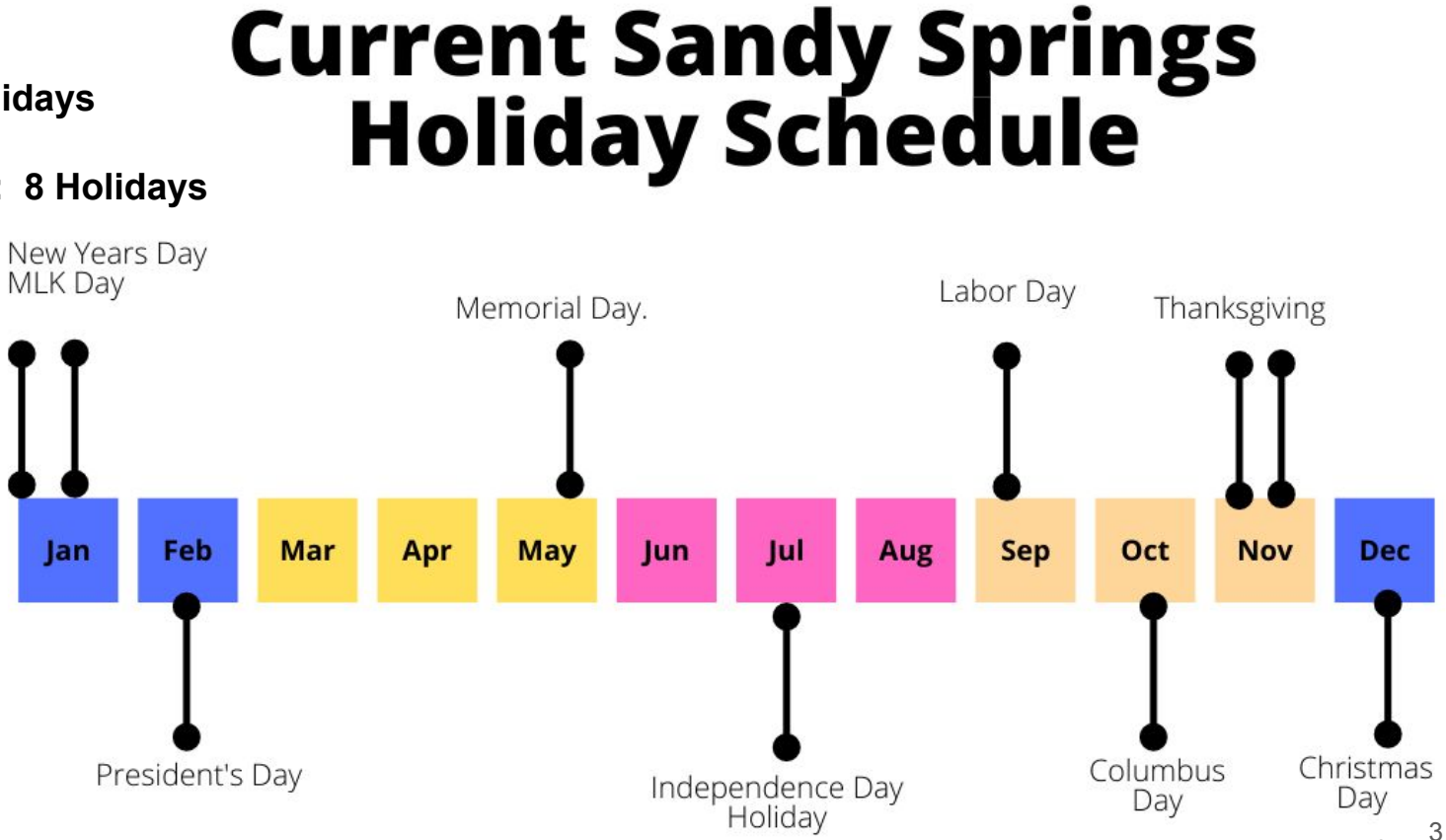
Transition to a Flex Model?

Swap Holidays?

Impact on Calendar Year Distribution of Holidays

<u>March-August</u>: 2 Holidays

<u>September-February</u>: 8 Holidays



Comparison to Similarly Sized GA Cities

80% of similarly sized cities offer more paid holidays

73% have adopted Juneteenth

67% have <u>not</u> adopted Columbus Day

60% have <u>not</u> adopted President's day

87% have adopted Veterans day

GA Cities	Total Paid Holidays	Juneteenth?	Veterans Day?	Columbus Day?	President's Day
Atlanta	10	Yes	Yes	No	No
Augusta	12	Yes	Yes	No	No
Columbus	12	Yes	Yes	Yes	No
Macon-Bibb	12	Yes	Yes	No	No
Savannah	12	Yes	Yes	No	Yes
Athens	13	Yes	yes	Yes	No
South Fulton	14	Yes	Yes	Yes	Yes
Sandy Springs	10	No	No	Yes	Yes
Roswell	11	No	Yes	No	Yes
Johns Creek	11	No	Yes	No	Yes
Warner Robins	13	Yes	Yes	Yes	Yes
Albany	10	Yes	No	No	No
Alpharetta	11	No	No	No	No
Marietta	12	Yes	Yes	No	No
Stonecrest	12	Yes	Yes	No	No
Average	**11.66666667**				

Comparison to Nearby Metro Atlanta Governments

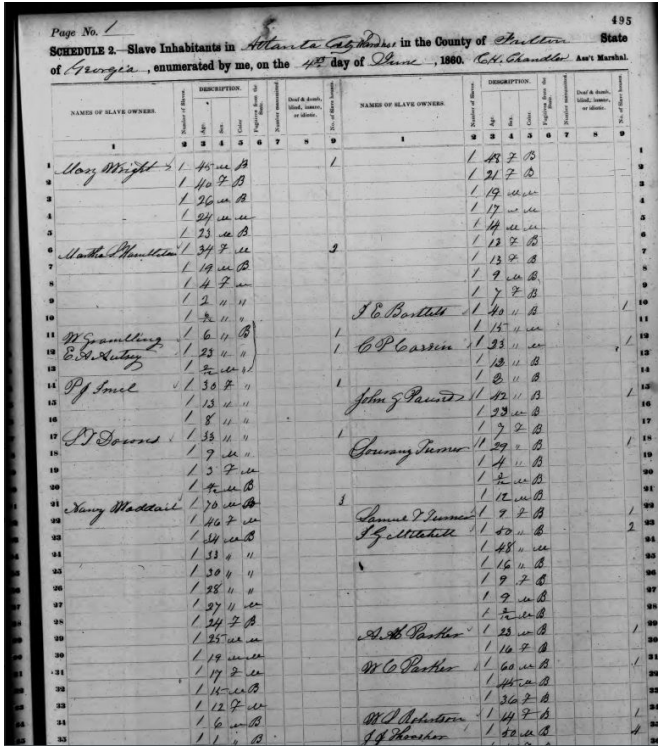
80% of neighboring governments offer more paid holidays

80% have adopted Juneteenth

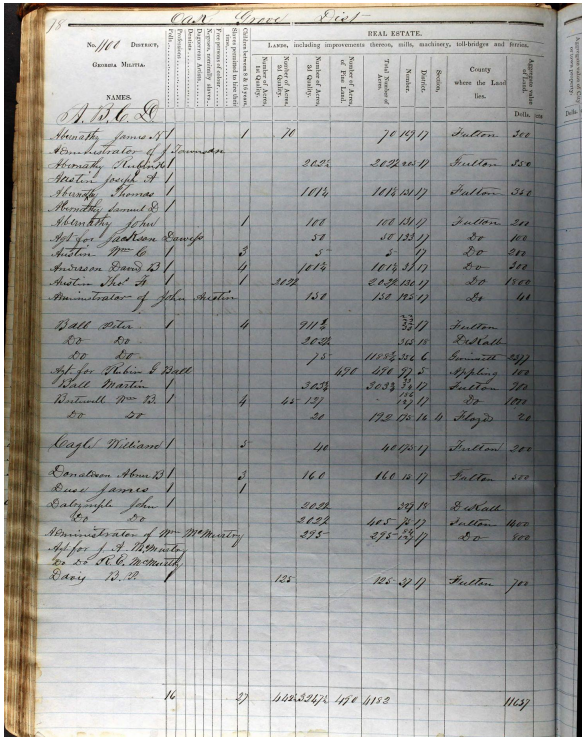
Government Agency	Total Paid Holidays	Juneteenth
Fulton County	13	Yes
Cobb County	12	Yes
City of Roswell	11	No
Gwinnett County	12	Yes
City of Peachtree Corners	12	Yes
Atlanta	10	Yes
Brookhaven	13	Yes
Dunwoody	14	Yes
Dekalb County	11	Yes
Sandy Springs	10	No

Cultural Value: A Glimpse of the Historical Context

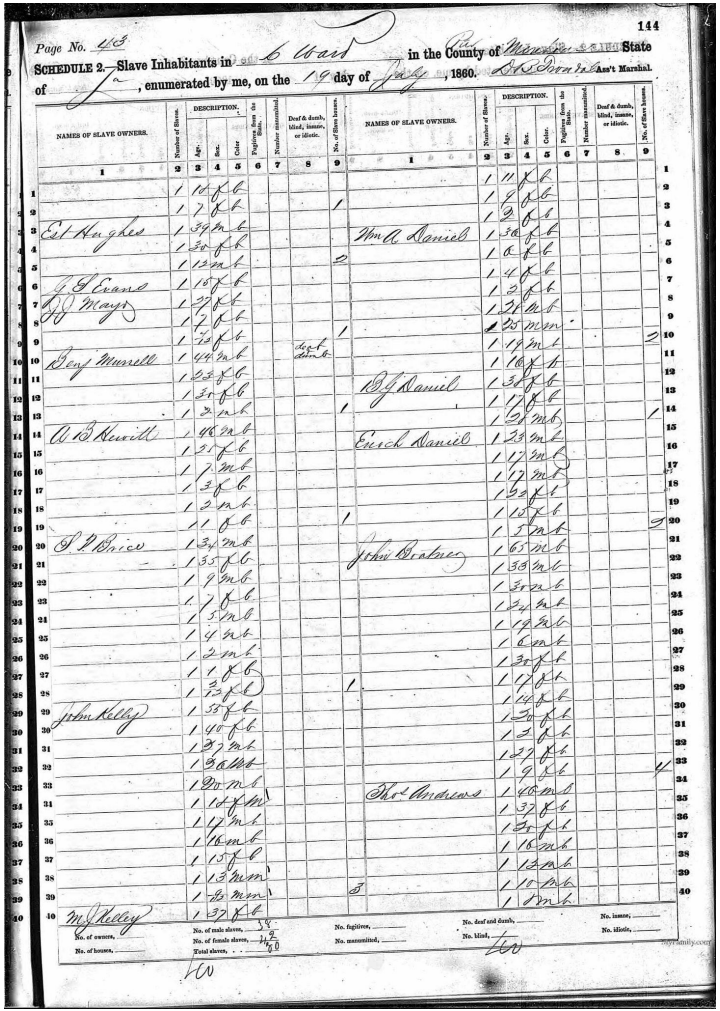
1860 Fulton County Slave Schedule:
2880 Enslaved Persons



1859 Fulton County (Oakgrove) Tax Digest:
34 (taxable) Enslaved Persons (77 property owners) in Sandy Springs



1860 Louisiana Morehouse Parish Slave Schedule



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Page No. 48

SCHEDULE 2.—Slave Inhabitants in 6 Ward in the County of Morehouse State of La, enumerated by me, on the 19 day of July, 1860. Jos Dorman Ass't Marshal.

	Names of Slave Owners	Number of Slaves	Description: Age	Sex	Color	Fugitives from the State	Number manumitted	Deaf & dumb, blind, insane, or idiotic	No. of Slave houses
	1	2	3	4	5	6	7	8	9
1		1	10	f	b				
2		1	7	f	b				1
3	Est Hughes	1	39	m	b				
4		1	30	f	b				
5		1	12	m	b				2
6	J. H. Evans	1	15	f	b				
7	J. J. Mays	1	22	f	b				
8		1	7	f	b				
9		1	23	f	b				1
10	Benj Murrell	1	49	m	b			deaf & dumb	
11		1	23	f	b				
12		1	30	f	b				
13		1	2	m	b				1
14	A. B. Hewitt	1	46	m	b				
15		1	21	f	b				
16		1	1	m	b				
17		1	3	f	b				
18		1	2	m	b				
19		1	1	f	b				1
20	T. P. Brice	1	34	m	b				
21		1	35	f	b				
22		1	9	m	b				
23		1	7	f	b				
24		1	5	m	b				
25		1	4	m	b				
26		1	2	m	b				
27		1	1	f	b				
28		1	23	f	b				1
29	John Kelly	1	55	f	b				
30		1	40	f	b				
31		1	22	m	b				
32		1	3	m	b				
33		1	20	m	b				
34		1	14	f	m				
35		1	12	m	b				
36		1	10	m	b				
37		1	5	f	b				
38		1	3	m	m				
39		1	1	m	m				
40	M. J. Kelly	1	37	f	b				

	Names of Slave Owners	Number of Slaves	Description: Age	Sex	Color	Fugitives from the State	Number manumitted	Deaf & dumb, blind, insane, or idiotic	No. of Slave houses
	1	2	3	4	5	6	7	8	9
1		1	11	f	b				
2		1	4	f	b				
3		1	2	f	b				
4	Wm A Daniel	1	30	f	b				
5		1	6	f	b				
6		1	4	f	b				
7		1	2	f	b				
8		1	7	m	b				
9		1	25	m	m				
10		1	19	m	b				2
11		1	16	f	b				
12	B. J. Daniel	1	30	f	b				
13		1	12	f	b				
14		1	3	m	b				1
15	Enoch Daniel	1	23	m	b				
16		1	17	m	b				
17		1	17	m	b				
18		1	9	f	b				
19		1	15	f	b				
20		1	5	m	b				2
21	John Bratney	1	65	m	b				
22		1	38	m	b				
23		1	3	m	b				
24		1	2	m	b				
25		1	12	m	b				
26		1	6	m	b				
27		1	3	f	b				
28		1	1	f	b				
29		1	14	f	b				
30		1	30	f	b				
31		1	3	f	b				
32		1	22	f	b				
33		1	9	f	b				4
34	Thos Andrews	1	60	m	b				
35		1	32	f	b				
36		1	30	f	b				
37		1	16	m	b				
38		1	12	m	b				
39		1	10	m	b				
40		1	7	m	b				

No. of owners, ____ No. of houses, ____

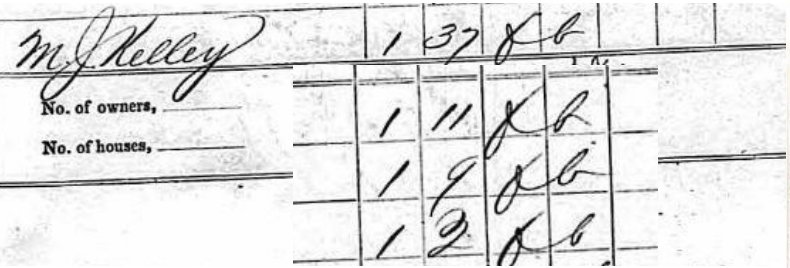
No. of male slaves, 38 No. of female slaves, 42 Total slaves, 80

No. fugitives, ____ No. manumitted, ____

No. deaf and dumb, ____ No. blind, ____

No. insane, ____ No. idiotic, ____

1860 Louisiana Morehouse Parish Slave Schedule



RESOLUTION NO. 2022-12-XX

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ADOPT THE CITY OF SANDY SPRINGS 2023 HOLIDAY SCHEDULE

WHEREAS, the Mayor and City Council find that it is necessary to provide a holiday schedule for the orderly, planned and legal provision of City services; and

WHEREAS, the Mayor and City Council find that the Holiday Schedule for the 2023 calendar year must be established and published in a timely manner.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

That the City Council of the City of Sandy Springs does hereby adopt the City of Sandy Springs 2023 Holiday Schedule attached hereto.

RESOLVED this the 6th day of December, 2022.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. González, City Clerk (SEAL)

SANDY SPRINGS
GEORGIA

2023 Holiday Schedule

Monday, January 2, 2023	New Year's Day Holiday
Monday, January 16, 2023	Martin Luther King, Jr. Day Holiday
Monday, February 20, 2023	President's Day Holiday
Monday, May 29, 2023	Memorial Day Holiday
Tuesday, July 4, 2023	Independence Day Holiday
Monday, September 4, 2023	Labor Day Holiday
Monday, October 9, 2023	Columbus Day Holiday
Thursday, November 23, 2023	Thanksgiving Day Holiday
Friday, November 24, 2023	Day After Thanksgiving Holiday
Monday, December 25, 2023	Christmas Day Holiday

1 Galambos Way, Sandy Springs, Georgia 30328 • 770-730-5600 • SandySpringsGA.gov

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Andrew Spears, Captain

DATE: November 10, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of the First Extension to the Intergovernmental Agreement for the Provision of Animal Control Services between Fulton County, Georgia, and Sandy Springs, Georgia and to Authorize Execution of the Same

---

Recommendation:

The Police Department recommends that Council approve the attached First Extension to the Intergovernmental Agreement for the Provision of Animal Control Services between Fulton County, Georgia, and Sandy Springs, Georgia ("IGA") and authorize its execution.

Background:

Animal control services are currently provided by Fulton County to the City through an intergovernmental agreement, which is set to terminate on December 31, 2022. Fulton County has proposed a First Extension to the IGA to continue providing animal control services to the City for an additional term ending on December 31, 2023.

Discussion:

Services to be provided include, without limitation: respond to requests for services; patrol on a scheduled basis area of designated responsibility; cite animal owners for violations, participate in prosecutions of violations, and investigate and prepare reports regarding serious violations; impound animals; attempt to locate owners of impounded animals; enforce the quarantine of animals and regulations; inspect premises where animals are kept for sanitary conditions; and transfer injured animals to designated destinations as necessary.

Financial Impact:

During the term of the new IGA, the estimated share of the total cost to operate the animal services program for the City will be based on the classification and location of calls received by the animal control services during the month of service with the payment amount determined by the following formula:

Payment Amount = (A + V + C + M + D)(R/TR)

A Annualized contract amount

V Vehicle replacement (total cost $832,592 over 5 years - approx. cost per unity $52,037)

C 5-year capital improvement plan (total cost $2,500,000 over 5 years)
M Annual maintenance cost
D Call taking and dispatch services (24/7/365)
R Number of responses for a particular jurisdiction
TR Total number of responses

Alternatives:

Alternatives are limited due to current termination date of December 31, 2022.

Review:

Raquel Gonzalez, City Clerk	Created/Initiated - 11/4/2022
Kenneth DeSimone, Police Chief	Approved - 11/7/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/9/2022
Kathy Williams, Staff Attorney	Approved - 11/9/2022
Eden Freeman, City Manager	Final Approval - 12/2/2022

Attachments:

1. Extension to IGA Animal Services Fulton County Letter
2. Resolution - Authorizing IGA First Extension
3. First Extention to the Animal Control IGA
4. Attachment 1 - Estimated Annual Payment Amounts

Office of the County Manager
Fulton County Government
141 Pryor Street, S.W.
Atlanta, Georgia 30303
(404) 612- 8335

October 27, 2022

Eden Freeman
City Manager
1 Galambos Way
Sandy Springs, GA 30328

Dear Ms. Freeman,

The current Intergovernmental Agreement (IGA) for providing Animal Services by Fulton County for your City ends on December 31, 2022. As you are aware, Fulton County partners with Lifeline Animal Project to provide a range of animal welfare services including veterinary care, trained case workers, pet supplies, an adoption and fostering program, as well as field services. Next year is a big inflection point for animal services as we will open the new animal shelter and release a RFP for a services provider. To that end, we have attached an IGA that temporarily extends the current service through December 31, 2023. This extension will provide us the opportunity to negotiate a new contract with the appropriate parties as we prepare to bring the new animal shelter online in Q4 of 2023. Everyone on the Animal Services team is beyond excited for this new facility and we can't wait to welcome you to the grand opening.

The cost for services in 2023 is estimated to remain the same, as the County plans to absorb the one-year increase in operating and labor costs for our contractor, Lifeline Animal Project, while the new animal shelter is completed. Our team has included a cost estimator with this correspondence that is based on the percentage of calls received by animal services that were specific to your jurisdiction for one year from July 2021 – June 2022. As a point of reference, the cost calculation was based on the same formula used in the original IGA between Fulton County and your City (2018-2022).

We are requesting that you sign and return three (3) original copies by December 29, 2022, to the following address:

Fulton County Animal Services
Attn: Matthew Kallmyer
130 Peachtree Street SW
Suite G-157
Atlanta, Georgia 30303

Office of the County Manager
Fulton County Government
141 Pryor Street, S.W.
Atlanta, Georgia 30303
(404) 612- 8335

Should you need to discuss any questions or concerns that you may have regarding this extension, please do not hesitate to contact the Director of Emergency Management, Matthew Kallmyer, at 404-931-2020 | Matthew.Kallmyer@fultoncountyga.gov.

Sincerely,

Alton Adams
Chief Operating Officer
Office of the County Manager

Attachments
- IGA
- Estimated Annual Animal Control Services Payment Amounts for Municipalities and Fulton County

Cc
Matthew Kallmyer, Director, Emergency Management

RESOLUTION NO. 2022-11-XXXX

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO AUTHORIZE THE FIRST EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND SANDY SPRINGS, GEORGIA, AND TO AUTHORIZE EXECUTION OF THE SAME

WHEREAS, the current intergovernmental agreement, for the provision of animal control services, as extended, between Fulton County, Georgia, and Sandy Springs, Georgia, terminates on December 31, 2022; and

WHEREAS, Fulton County has proposed to continue providing animal control services to Sandy Springs pursuant to the terms of a first extension to the intergovernmental agreement, a copy of which is attached hereto, through December 31, 2023; and

WHEREAS, Sandy Springs desires that Fulton County continue to provide animal control services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, **GEORGIA,** as follows:

1. The attached first extension to the intergovernmental agreement for the Provision of Animal Control Services between Fulton County, Georgia, and Sandy Springs, Georgia, is hereby approved.

2. City Council hereby authorizes the execution of the attached first extension and any other documents in furtherance of this resolution, subject to approval of the City Attorney and the City Manager.

RESOLVED, this the 15th day of November, 2022.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. González, City Clerk

(SEAL)

FIRST EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND SANDY SPRINGS, GEORGIA

This First Extension to the Intergovernmental Agreement ("First Extension") is made and entered this ___ day of _____, 2022, by and between the City of Sandy Springs, Georgia (**"Sandy Springs"**), a municipal corporation, and Fulton County, Georgia (**"County"**), herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, cities and counties are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement, or as otherwise provided by law; and

WHEREAS, Sandy Springs, and the County entered into that certain Intergovernmental Agreement on or about July 7, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement"), for the purpose of authorizing the County to provide animal control services to Sandy Springs, by way of a contract with an animal control services vendor; and

WHEREAS, the term of the Original Agreement is set to expire on December 31, 2022 and the County and Sandy Springs desire to maintain the same level of services for an additional period beyond this set date so that the parties can evaluate the scope and manner of deliver of these services moving forward; and

WHEREAS, the Parties desire, through this First Extension, to extend the Term (Article 2) of the Original Agreement under the same terms and conditions set forth in the Original Agreement for an additional period of three hundred and sixty-five (365) days, up to and including December 31, 2023.

NOW THEREFORE, Sandy Springs and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

Section 1. Sandy Springs and the County do hereby agree that Article 2 (Term of Agreement) of the Original Agreement is hereby amended by this First Extension for an additional period of three hundred and sixty-five (365) days, up to and including December 31, 2023.

Section 2. The Parties further agree that all the terms and conditions, including, but not limited to, Article 3 (Compensation and Consideration), that are set out in the Original Agreement, as modified by this First Extension, will continue to be enforceable during the First Extension.

Section 2. The Original Agreement, as modified by the First Extension, contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting

by and through the Fulton County Board of Commissioners, and Sandy Springs, acting by and through its duly authorized officers.

Section 3. In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Original Agreement, as modified by the First Extension.

Section 4. The Original Agreement, as modified by the First Extension, shall be governed in all respects as to the validity, construction, capacity performance, or otherwise by the laws of the State of Georgia.

Section 5. Nothing contained in the Original Agreement, as modified by the First Extension, shall be constructed to be a waiver of any of the Parties' sovereign immunity, any individual's qualified immunity, or any other immunity or exemption from liability provided for by law.

Section 6. The Original Agreement, as modified by the First Extension, shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Section 7. Except as modified by this First Extension, all terms and conditions of the Original Agreement remain in full force and effect.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

SANDY SPRINGS, GEORGIA

_____ Date: _____
Russell K. Paul
Mayor

(SEAL)

Attest:_____ Date: _____
City Clerk

APPROVED AS TO FORM:

_____ Date:_____
City Attorney's Office

FULTON COUNTY, GEORGIA

_____ Date: _____
By: Robert L Pitts, Chairman
Fulton County Board of Commissioners

(SEAL)

Attest: _____ Date: _____
By: Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____ Date: _____
Y. Soo Jo, County Attorney

ATTACHMENT 1

Estimated Annual Animal Control Services Payment Amounts for Municipalities and Fulton County

(Based on data for the period ending 7/1/2021 thru 6/30/2022

Payment Amount= (A+V+C+M+D)(C/TC)

A	2023 Annualized contract amount	$ 4,900,000.00	36.11% increase from the 2018-2022 contract amount ($3,600,000)
V	Vehicle replacement (total cost $832,592 over 5 years -- Approx cost per unit $52,037)	$ 166,518.40	
C	Capital improvement plan	$ 500,000.00	
M	Annual maintenance cost	$ 300,000.00	
D	Call Taking and Dispatch Services (24/7/365)	$ 328,000.00	
TC	Total Calls		
	2023 Annual Shared Costs	**$ 6,194,518.40**	
	County Contribution	$ 128,000.00	
	County one-time absorbtion of contract increase during 1 year extension	$ 1,300,000.00	
Paid by Cities	**2023 Total Annual Shared Cost** (Minus County annual contribution & one-time absorbtion of contract increase)	$ 4,766,518.40	0% increase from 2018-2022 contract amount ($4,766,518.40)
	Additional Animal Services Costs Covered by the County	$ 209,115.00	
	2023 Total Cost for Animal Services Program	$ 6,531,633.40	

	Name of Jurisdiction	# of Responses Per Jurisdiction		% of Jurisdiction Responses to Total Responses		Share of Total Cost
1	Alpharetta	326		1.76%		$ 84,034.67
2	Atlanta	10192		55.12%		$ 2,627,243.28
3	College Park	137		0.74%		$ 35,315.18
4	East Point	1267		6.85%		$ 326,600.98
5	Fairburn	447		2.42%		$ 115,225.45
6	Hapeville	80		0.43%		$ 20,622.00
7	Mountain Park	1		0.01%		$ 257.78
8	Palmetto	124		0.67%		$ 31,964.11
9	Sandy Springs	648		3.50%		$ 167,038.23
10	Roswell	516		2.79%		$ 133,011.92
11	Union City	836		4.52%		$ 215,499.94
12	Johns Creek	333		1.80%		$ 85,839.09
13	Milton	163		0.88%		$ 42,017.33
14	South Fulton	3284		17.76%		$ 846,533.26
15	Chattahoochee	96		0.52%		$ 24,746.40
16	Fulton Industrial District	41		0.22%		$ 10,568.78
	Total	**18491**		**100.00%**		**$ 4,766,518.40**

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr., AIA, Public Works Director

DATE: October 25, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of a Supplemental Agreement to the Existing Contract with Kimley-Horn and Associates, Inc. for Design Services for the T0019 Roswell Road Transit Access Project and to Authorize the City Manager to Execute the Supplemental Agreement

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Recommendation:

Staff recommends that the Mayor and Council approve the Supplemental Agreement in the amount of $1,270,185.00 with Kimley-Horn and Associates, Inc. to develop preliminary plans, right-of-way plans, and final construction plans along with providing right-of-way pre-acquisition services for the T0019 Roswell Road Transit Access Project.

Background:

The Roswell Road Transit Access Project is being designed and let by the City of Sandy Springs through use of a Federal Transit Authority (FTA) grant, which is covering 80% of project costs with the City share at 20%. The Metropolitan Atlanta Regional Transit Authority (MARTA) serves as project sponsor.

Project limits extend from the City of Sandy Springs southernmost city limits on Roswell Road to I-285. Project elements include eight (8) foot wide sidewalk, five (5) foot wide landscape strip, ADA compliant curb ramps, accessible bus stop pads, and standard streetscape elements to include lighting, brick pavers, and landscaping.

The City has contracted with Kimley-Horn for design services for the Project, with the award approved by Council on March 3, 2021. The original scope included Tasks 1 and 2 which were field survey work and concept plans. The current value of the contract is $524,830.44.

The concept design was presented to the public at the Public Information Open House meeting on August 18, 2022. Public comments were collected and addressed by the Consultant and staff and are included in the Concept Report.

Discussion:

The design services in this Supplemental Agreement will advance the project from Tasks 1 and 2, Survey/Concept Design into Task 3. Task 3 includes preliminary plans, right-of-way plans, additional survey, utility coordination, permitting, final plans, and right-of-way acquisition services.

As part of the design documents that will be generated by this Task 3, the project will be phased in order

to more practically manage construction. Three phases are currently proposed with the following limits: Phase 1 from Meadowbrook Drive to Long Island Drive; Phase 2 from Long Island Drive to Glenridge Drive; and Phase 3 from Glenridge Drive to I-285. Design, permitting and right-of-way acquisition will begin for the entire corridor at the same time.

Financial Impact:

The proposed fee for this Supplemental Agreement is reasonable per staff estimates and review. Adequate funds are available to award this Supplemental Agreement for final design and right-of-way pre-acquisition services.

Alternatives:

The Mayor and City Council could decide not to approve the Supplemental Agreement as submitted. Staff could renegotiate with Kimley-Horn and Associates or advertise these services for proposals from other consultants.

Review:

Cheryl Oslund, Administrative Coordinator	Created/Initiated - 11/22/2022
Marty Martin, Director of Public Works	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/25/2022
Kathy Williams, Staff Attorney	Approved - 11/26/2022
Eden Freeman, City Manager	Final Approval - 12/2/2022

Attachments:

1. Resolution
2. Attachment 4 Fee Schedule
3. Attachment 3 Draft Concept Summary Report
4. Vicinity Map

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS TO AUTHORIZE A SUPPLEMENTAL AGREEMENT TO THE EXISTING CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES FOR THE T0019 ROSWELL ROAD TRANSIT ACCESS PROJECT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE SUPPLEMENTAL AGREEMENT.

WHEREAS, pursuant to competitive procurement, the City of Sandy Springs ("City") awarded a contract ("Contract") to Kimley-Horn and Associates, Inc. ("Kimley-Horn") on March 3, 2021 for design services to develop preliminary plans, right-of-way plans, and final construction plans along with providing right-of-way pre-acquisition services for the T0019 Roswell Road Transit Access project ("Project"); and

WHEREAS, the original scope of the Contract included Tasks 1 and 2, which were field survey work and concept plans; and

WHEREAS, staff is requesting an amendment to the Contract in the amount of $1,270,185.00 with the approval of a supplemental agreement ("Supplemental Agreement"); and

WHEREAS, the Supplemental Agreement will advance the Project from Tasks 1 and 2 into Task 3, which includes preliminary plans, right-of-way plans, additional survey, utility coordination, permitting, final plans, and right-of-way acquisition services; and

WHEREAS, the total proposed increase covered by the Supplemental Agreement is reasonable per staff review of Contract item pricing; and

WHEREAS, sufficient funds are available in the Project to cover the additional scope and associated expenses; and

WHEREAS, the City desires to so amend the Contract by executing the Supplemental Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, **GEORGIA:**

1. That the Supplemental Agreement in the amount of $1,270,185.00, amending the existing Contract with Kimley-Horn, is hereby authorized for the described additional scope and associated expenses for the Project; and

2. That the City Manager is authorized to execute the Supplemental Agreement; and

3. That the City Manager and the City Attorney are hereby authorized to take such further actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the _____ day of December, 2022**.**

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk

(SEAL)

Table 1. Task and Fee Summary

Task 3 Scope of Services	
Task 3A Preliminary Plans Preparation	$291,083.00
Task 3B Right-of-Way (R/W) Phase	
Subtask A Right-of-Way Plans/Staking	$121,003.00
Subtask B Right-of-Way Negotiations/Acquisition	$196,650.00
Task 3C Final Plans Preparation	$195,095.00
Task 3D Meetings and Coordination	$100,827.00
Task 3 Total	$904,658.00
As Directed Scope of Services	
Task AD1 Environmental Documentation and Permitting	$29,093.00
Task AD2 Right-of-Way Acquisiton Support	$291,201.00
Task AD3 Miscellaneous Services	$45,233.00
Task AD Total	$365,527.00

Sincerely,

Mike Rushing, P.E.
Project Manager

Attachment 1 Assumed Schedule

SANDY SPRINGS
GEORGIA

City of Sandy Springs
Department of Public Works
PROJECT CONCEPT SUMMARY

Project #:	City Project T-0019 / ARC Project FN-205 / GDOT PI 0016061		
Project Name:	Roswell Road Transit and Streetscape Improvements		
Federal Route No:	US 19	**State Route No:**	SR 9

Prepared by:
Kimley-Horn and Associates, Inc.

Kimley»Horn

November 11, 2022

PROJECT LOCATION

ROSWELL ROAD TRANSIT AND STREETSCAPE IMPROVEMENTS (CIP PROJECT T-0019)

The purpose of this Concept Summary Report is to summarize the development of CIP Project T-0019 to date through completion of the Concept Phase. This document describes the project purpose, outlines key project components that are proposed within the development of the Concept Layouts, and documents decisions surrounding various proposed components required to meet that purpose.

Project Need and Purpose:
The purpose of the project is to complete the pedestrian network that serves MARTA transit users and provide total walk-up access to transit elements along this segment of Roswell Rd within Sandy Springs.

Existing Conditions:
Roswell Road (SR 9/US 19) within the limits of the proposed project is an urban four-lane Principal Arterial, providing two lanes in the NB and SB directions with a posted speed of 35 mph. The NB and SB through lanes are divided by a center two-way left-turn lane throughout the corridor limits with intermittent left-turn lanes developed from the center two-way lane at major intersections and driveways. Similarly, right-turn lanes are added to this typical section at various major intersections and driveways throughout the corridor. Raised median separation of the through lanes does not exist within the corridor except for a very short segment at a mid-block pedestrian crossing (near Long Island Dr) and then again at the northern project limit (north of Lake Placid Dr).

Generally, sidewalk and urban streetscape exists along the west side of Roswell Rd throughout the project limits. Previous City project T-0033 completed portions of the sidewalk and streetscape along the west side, including pedestrian lighting. Intermittent redevelopment has also constructed streetscape and sidewalks and pedestrian lighting in various segments along both sides of Roswell Rd. The intersection of Roswell Rd at Glenridge Dr has been recently reconstructed and compliant pedestrian facilities now exist in the immediate vicinity of this intersection along both sides of Roswell Rd.

Pedestrian and streetscape conditions are inconsistent along the east side of Roswell Rd throughout the corridor, with sample conditions illustrated in the photos below. Approximately 75% of the T-0019 project area lacks standard pedestrian facilities.

Multiple transit stop locations (MARTA) are located within the project corridor. As shown in the sample conditions above, the existing sidewalk and streetscape conditions hamper access to the transit services.

Description of the Proposed Improvements:
The project corridor is approximately 2.3 miles in length along Roswell Rd (SR 9). The proposed improvements begin at the southern Sandy Springs City Limits (near Meadowbrook Dr) and continue to north of Lake Placid Dr. The proposed project constructs sidewalks and streetscape along the east side of Roswell Rd throughout the above-noted corridor limits. The proposed project also constructs sidewalks and streetscape along the west side of Roswell Rd within the southernmost corridor segment from Meadowbrook Dr to Long Island Dr. The sidewalk and streetscape typical section includes 2.5-ft curb and gutter, 5-ft landscape strip, and 8-ft sidewalk. Note, the typical section is modified at various locations throughout the corridor based on corridor constraints. Minimum sidewalk width at these locations does not reduce below 6-ft. At constrained locations, the improvements will include turn-up and turn-down retaining walls to minimize impacts to adjacent properties commercial properties.

The proposed improvements tie into existing segments of sidewalk and streetscape that have been built to City of Sandy Springs redevelopment standards at various locations (Windsor Chastain, for example) and existing sidewalk and streetscape segments previously-constructed through Project T-0033. The proposed improvements include pedestrian lighting to complete the streetscape.

The project proposes concrete raised median separation within two segments of the corridor:

1. Meadowbrook Dr to Windsor Pkwy based on crash history, as documented in a median study;
2. Peruca Pl to northern Project Limit based on pedestrian mid-block crossing study;

The proposed median improvements support the pedestrian mobility goal of the project, including supporting the installation of a signalized mid-block pedestrian hybrid beacon north of Lake Placid Dr.

The project does not propose reconstruction or changes in operations at any of the existing intersections within the project limits. Signal modifications are limited only to those necessary to provide ADA-compliant pedestrian facilities and signalization.

As shown in the Location Map, the proposed improvements are anticipated to be implemented in three (3) phases generally progressing from south to north. This phased approach is proposed to practically manage the design and construction. The phasing approach described herein is based on a preliminary assessment of segments that are anticipated to be designed and permitted the soonest based on the Concept Layout as shown. Design, right of way acquisition, and permitting are intended to begin for the entire corridor at the same time as indicate in the Anticipated Schedule. The final construction phasing is subject to change based on further project development.

The project is being funded by federal funds being administered by the Federal Transit Authority (FTA) with local matching funds. The project's funding is programmed in the ARC RTP as FN-205 and is programmed as PI 0016061 with GDOT.

See Attachment 1 for Concept Layout.
See Attachment 6 for Anticipated Schedule.

Adjacent/Related Projects:

1. Roswell Road at Glenridge Drive (T-0043)
2. Community Development Block Grant Sidewalk/Streetscape (T-0033)

Traffic Data:

Corridor-wide traffic forecasting was not performed in the Concept Phase due to the nature of the project improvements. However, traffic counts and crash data were collected throughout the corridor and applied to specific intersection, crash, and pedestrian traffic studies at certain locations.

A traffic study was performed, documenting the need for the proposed raised median (near Meadowbrook Dr). This study included evaluation of historical crash data for the most-recent complete 5-year data set (2015 thru 2019).

Pedestrian counts were collected in May 2022 for a segment of the project located generally between Lake Placid Dr and Northwood Dr based on knowledge of high pedestrian activity. Pedestrian counts were observed at 3 zones within this segment. Subsequent analysis indicates a pedestrian signal is warranted within this segment. Upon coordination with MARTA, the existing NB transit stop south of Lake Placid Dr is being removed. An existing NB transit stop north of Lake Placid Dr will remain, although in a slightly relocated placement. The pedestrian crossing warranted within this overall segment is located to consider proximity to the relocated transit stop.

See Attachment 2 for the related Traffic Study.

Key Information Gathered:

Background information was compiled to form the foundation for development of the Concept Layouts and Cost Estimates. Key information gathered is summarized in the table below:

Information	Completion Date
Topographic/Property Surveys	11/30/2021
Traffic Counts	11/22/2021
Subsurface Utility Location	2/12/2022
Phase 1 Environmental Site Assessments	3/25/2022

Major Interchanges/Intersections:
Major intersections are defined as Roswell Rd intersecting another roadway with a functional classification of Major Collector or higher (as defined by GDOT's *State Functional Classification Map*). Four (4) major intersections are located within the project limits:

1. Roswell Rd at Windsor Pkwy (Major Collector)
2. Roswell Rd at Long Island Dr (Major Collector)
3. Roswell Rd at Mount Paran Rd (Minor Arterial)
4. Roswell Rd at Glenridge Dr (Minor Arterial)

One (1) interchange is present near the northern project limit:

1. Roswell Rd at I-285 EB Ramps

Design Exceptions to FHWA/AASHTO Controlling Criteria:
None

UTILITY AND PROPERTY IMPACTS
Based on Level B subsurface utility location completed in the Concept phase, utility owners of record within the project limits are summarized below:

Type	Utility Owner Name
Electric	Georgia Power
Gas	Atlanta Gas Light
Water/Sewer	Fulton County
Water/Sewer	City of Atlanta Water & Sewer
Television/Cable	Comcast
Telecom	AT&T Distribution
Telecom	Windstream
Telecom	Zayo

Based on the Concept Layouts, the parcel impact breakdown is summarized below:

Preliminary Total Number of Parcels Impacted	53
Anticipated Displacements	0
Driveway Easements Only	4

PERMITS
US Army Corps of Engineers 404 Permitting is not anticipated. No jurisdictional waters impacts are expected. Georgia EPD Stream Buffer Variance is not anticipated. The City of Sandy Springs has a buffer exemption for sidewalk projects.

GDOT Encroachment Permit and Signal Permit will be required for access to the state route right-of-way for improvements. New signals and signal modifications require permitting through GDOT.

ENVIRONMENTAL DOCUMENTATION

The FTA grant application for the T0019 Roswell Road Transit Access Project determined that the action qualified as a Class II(c) - Categorical Exclusion under the following types:

- Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

- Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Class II(c) projects qualify as categorical exclusions because they are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) projects do not require documentation.

FTA concurred with this determination when it awarded the grant (FAIN: GA-2019-015-00) on August 1, 2019. Since that time, the project details presented in the grant application have not changed such that the class-of-action determination above would be invalidated.

See Attachment 5 for FTA Documentation.

PUBLIC INFORMATION

The City of Sandy Springs hosted one (1) Public Information Open House (PIOH) on August 18, 2022 at City Springs. The City of Sandy Springs also hosted one (1) Community Meeting on August 25, 2022 at the Community Assistance Center. A Virtual PIOH was also hosted on an external website as a supplement to the in-person meetings above. The comment period was open for 30 days until September 18, 2022. Comments were received and responses were provided in a memo that is hereby incorporated into the project record.

See Attachment 3 for Public Information Outreach Summaries.

COST ESTIMATES

Based on the preferred concept presented herein and illustrated in Attachment 1, itemized cost estimates by phase are summarized below:

Phase	Estimated Cost
Engineering and Design	$1,500,000
Right of Way (53 Parcels Impacted)	$2,500,000
Utility Relocation	$400,000
Construction	
Phase 1 Meadowbrook Dr to Long Island Dr (4,082 LF *)	$1,400,000
Phase 2 Long Island Dr to Glenridge Dr (4,664 LF *)	$2,000,000
Phase 3 Glenridge Dr to I-285 EB Ramps (2,547 LF *)	$1,000,000
Total	**$8,800,000**

*Segment length is longer; Linear footage of actual sidewalk construction per Concept Layout

ALTERNATIVES DISCUSSION

The project team evaluated various combinations of improvements within select constrained segments of the project to determine the most effective balance of improvements. Generally, the various combinations of improvements considered variations in sidewalk width, landscape strip width, and grading solutions. The evaluation of these various combinations considered impacts to property and utilities balanced against construction costs.

See Attachment 4 for Alternatives Analysis.

ADDITIONAL SUPPORTING DOCUMENTS

Attachment 1 – Concept Layout

Attachment 2 – Traffic Studies

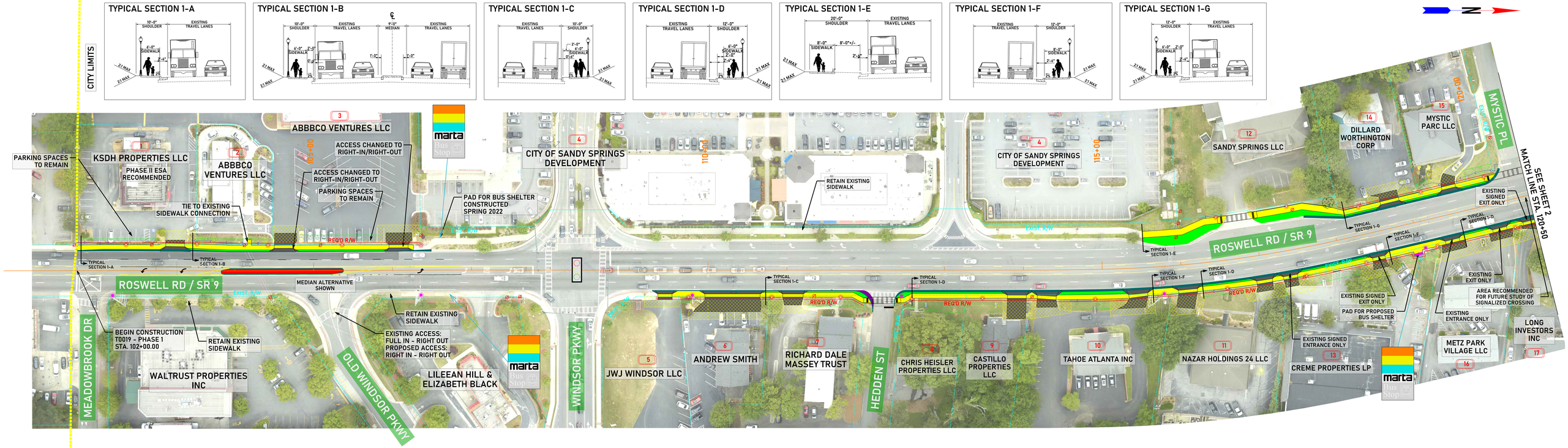
Attachment 3 – Public Information Outreach Summaries

Attachment 4 – Alternatives Analysis

Attachment 5 – FTA Documentation

Attachment 6 – Anticipated Schedule

ATTACHMENT 1



T0019 - ROSWELL ROAD TRANSIT ACCESS

PHASE 1

MEADOWBROOK LN TO LONG ISLAND DR

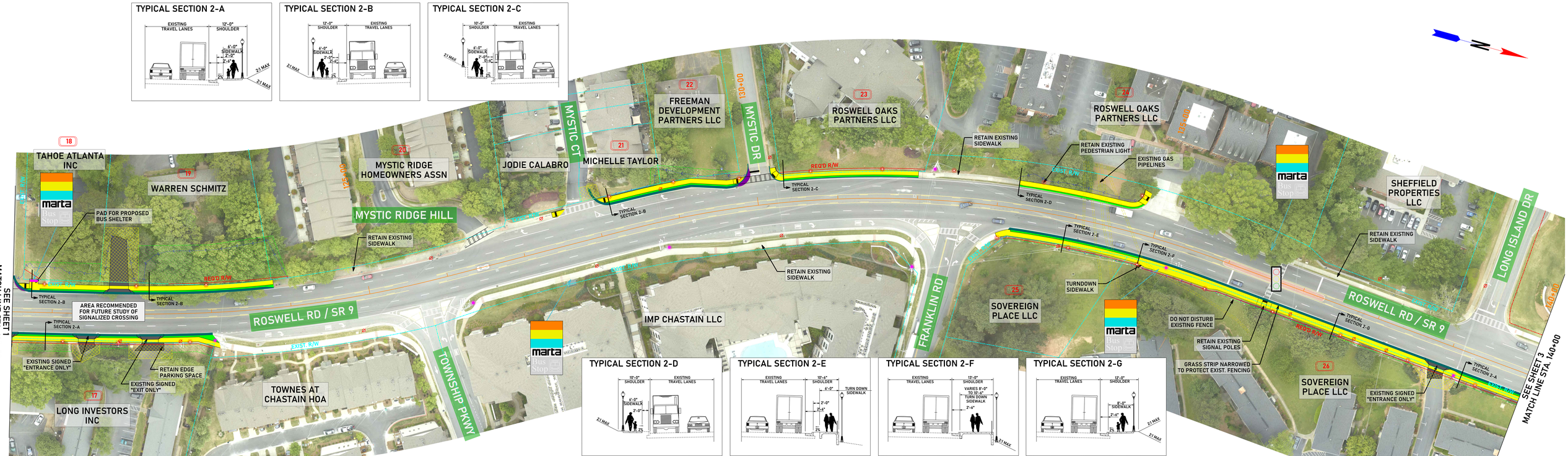
SCALE IN FEET
0 20 40 80

SHEET 1 OF 7

AUGUST 18, 2022

Kimley»Horn

SANDY SPRINGS GEORGIA



LEGEND

- CONCRETE SIDEWALK
- CONCRETE CURB&GUTTER/ HEADER CURB
- FULL DEPTH PAVEMENT
- DRIVEWAY
- GRASS STRIP
- GUARDRAIL
- RETAINING WALL
- TURNDOWN/TURNUP SIDEWALK
- CONCRETE ISLAND
- STREET TREE
- PROPERTY LINES
- REQUIRED R/W
- CONSTRUCTION LIMITS
- TEMPORARY EASEMENT
- DRIVEWAY EASEMENT
- PEDESTRIAN LIGHTING
- DISTRIBUTION POLE
- TRANSMISSION POLE
- MARTA BUS STOP
- EXISTING TRAFFIC SIGNAL

T0019 - ROSWELL ROAD TRANSIT ACCESS

PHASE 1

MEADOWBROOK LN TO LONG ISLAND DR

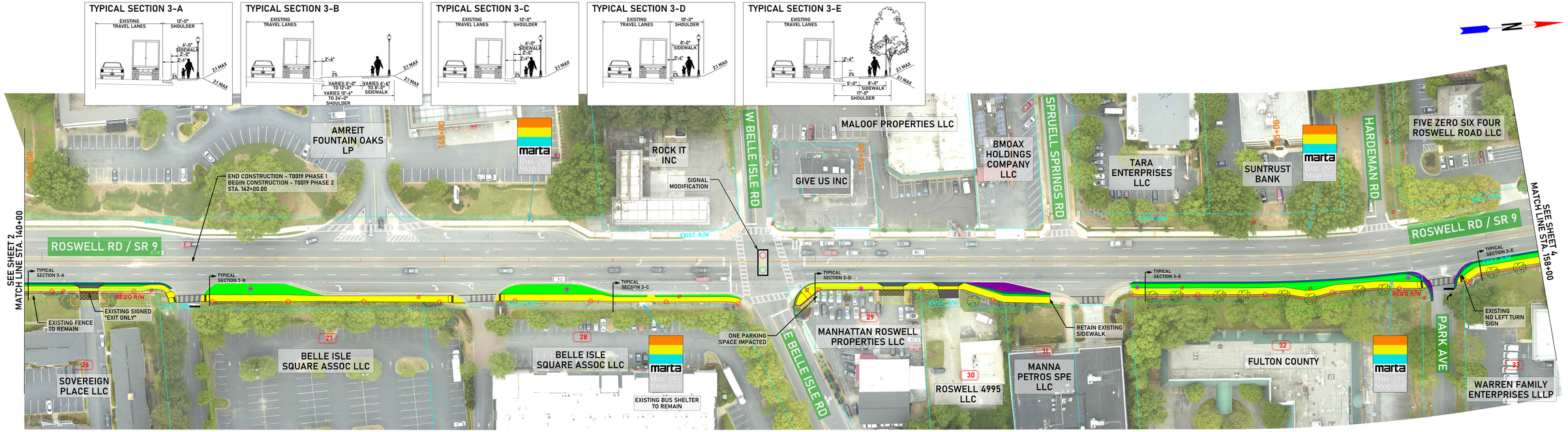
SCALE IN FEET
0 20 40 80

SHEET 2 OF 7

AUGUST 18, 2022

Kimley»Horn

SANDY SPRINGS GEORGIA



LEGEND

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- DRIVEWAY EASEMENT
- PEDESTRIAN LIGHTING
- DISTRIBUTION POLE
- TRANSMISSION POLE
- EXISTING TRAFFIC SIGNAL

T0019 - ROSWELL ROAD TRANSIT ACCESS

PHASE 2

LONG ISLAND DR TO GLENRIDGE DR

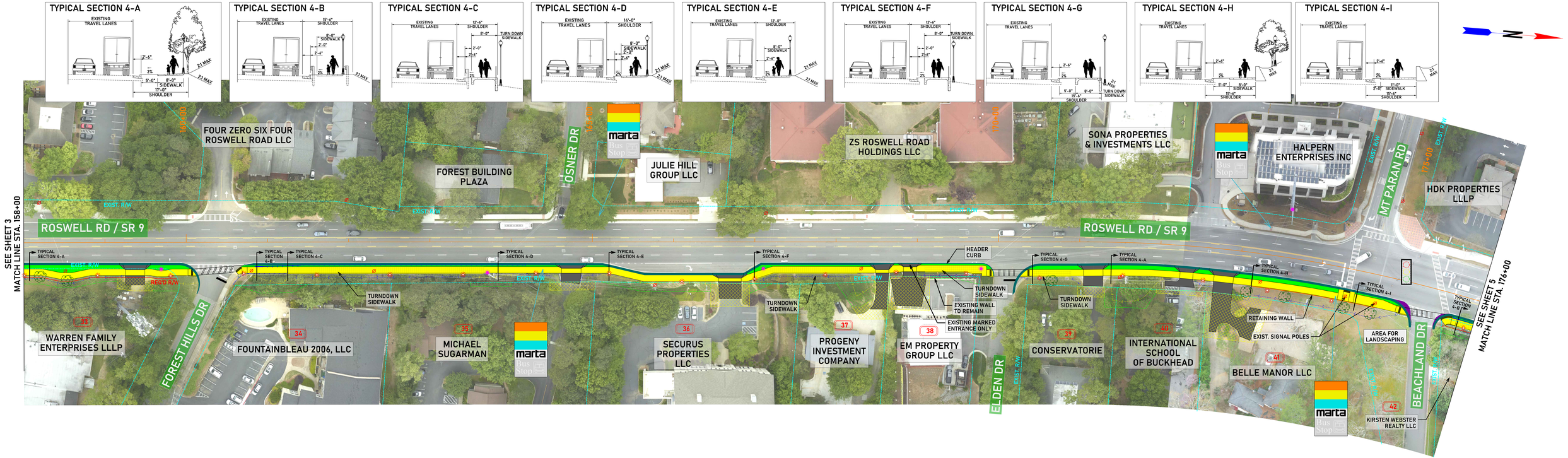
SCALE IN FEET
0 20 40 80

SHEET 3 OF 7

AUGUST 18, 2022

Kimley»Horn

SANDY SPRINGS
GEORGIA



LEGEND

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- DRIVEWAY EASEMENT
- PEDESTRIAN LIGHTING
- DISTRIBUTION POLE
- TRANSMISSION POLE
- EXISTING TRAFFIC SIGNAL

T0019 - ROSWELL ROAD TRANSIT ACCESS

PHASE 2

LONG ISLAND DR TO GLENRIDGE DR

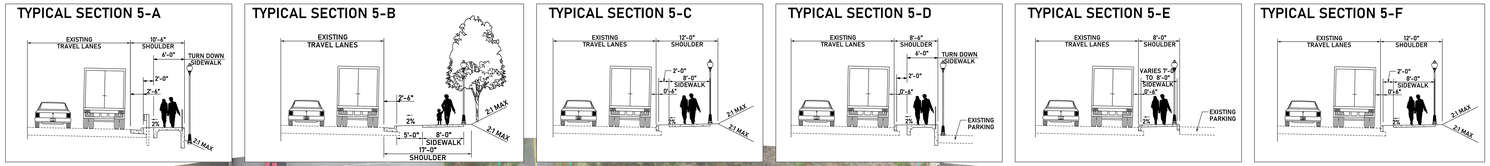
SCALE IN FEET
0 20 40 80

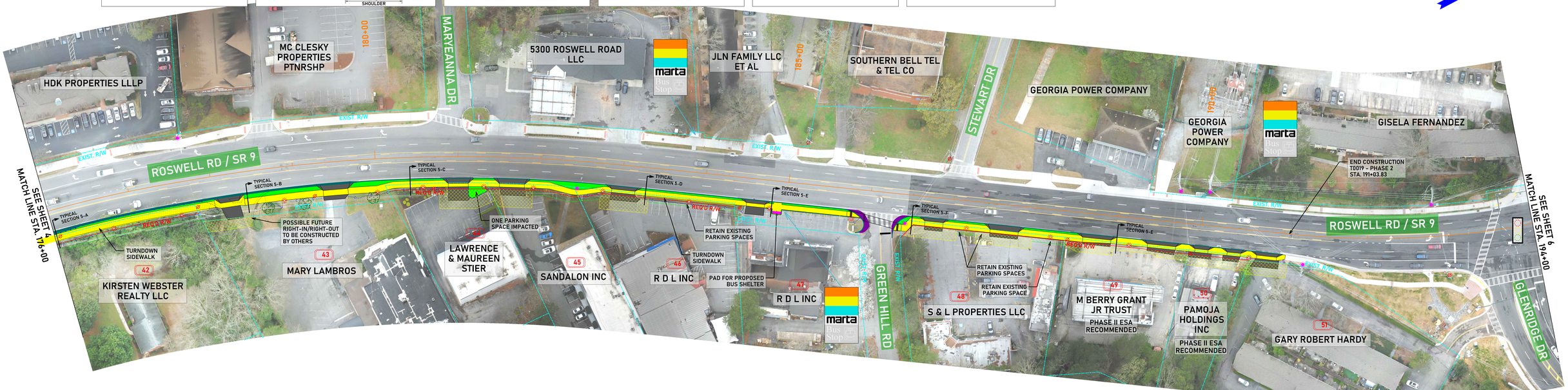
SHEET 4 OF 7

AUGUST 18, 2022

Kimley»Horn

SANDY SPRINGS GEORGIA





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- EXISTING TRAFFIC SIGNAL

T0019 - ROSWELL ROAD TRANSIT ACCESS

PHASE 2

LONG ISLAND DR TO GLENRIDGE DR

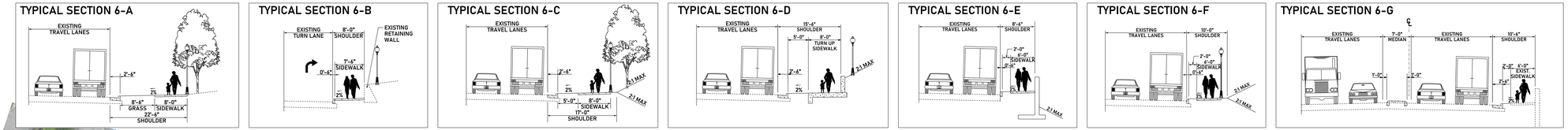
SCALE IN FEET
0 20 40 80

SHEET 5 OF 7

AUGUST 18, 2022

Kimley»Horn

SANDY SPRINGS GEORGIA



LEGEND

- CONCRETE SIDEWALK
- CONCRETE CURB&GUTTER/ HEADER CURB
- FULL DEPTH PAVEMENT
- DRIVEWAY
- GRASS STRIP
- GUARDRAIL
- RETAINING WALL
- TURNDOWN/TURNUP SIDEWALK
- CONCRETE ISLAND
- STREET TREE
- PROPERTY LINES
- REQUIRED R/W
- CONSTRUCTION LIMITS
- TEMPORARY EASEMENT
- DRIVEWAY EASEMENT
- PEDESTRIAN LIGHTING
- DISTRIBUTION POLE
- TRANSMISSION POLE
- MARTA BUS STOP
- EXISTING TRAFFIC SIGNAL

T0019 - ROSWELL ROAD TRANSIT ACCESS

PHASE 3

GLENRIDGE DR TO I-285

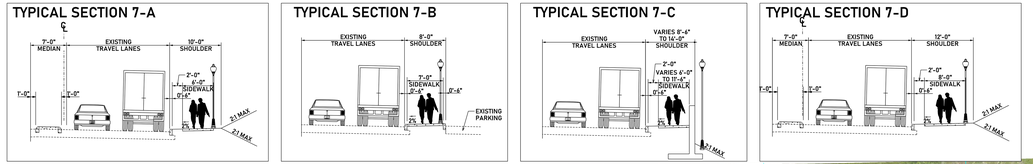
SCALE IN FEET
0 20 40 80

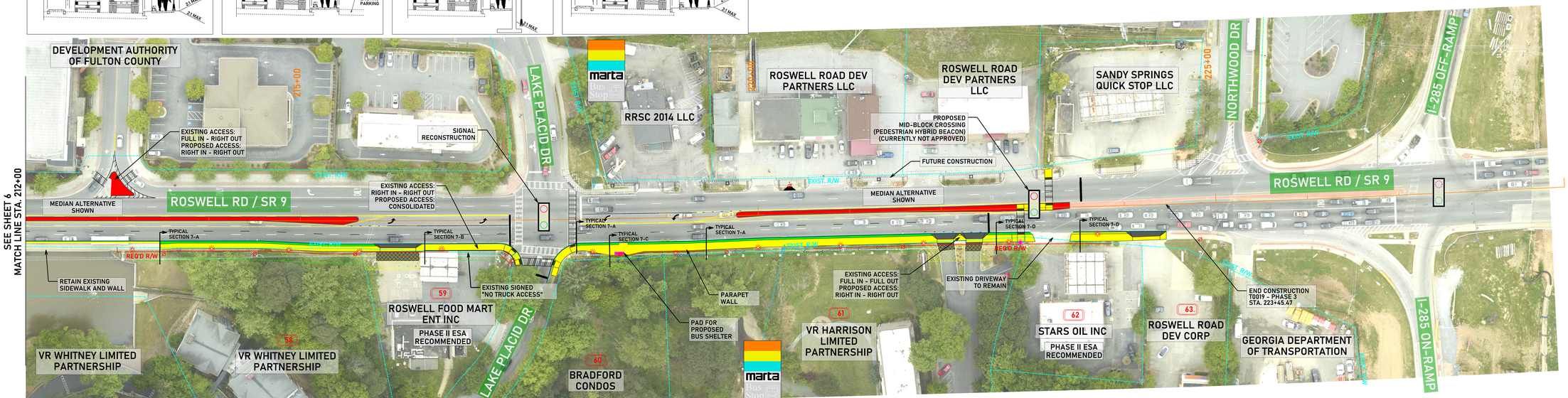
SHEET 6 OF 7

AUGUST 18, 2022

Kimley»Horn

SANDY SPRINGS GEORGIA





LEGEND

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T0019 - ROSWELL ROAD TRANSIT ACCESS

PHASE 3

GLENRIDGE DR TO I-285

SCALE IN FEET
0 20 40 80

SHEET 7 OF 7

AUGUST 18, 2022

Kimley»Horn

SANDY SPRINGS GEORGIA

ATTACHMENT 2

Kimley»Horn

MEMORANDUM

To: W. Wesley Waters, P.E.
Jesus Sanchez, P.E.
City of Sandy Springs

From: Jourdyn R. Fuga, P.E., RSP
Jerome Sin, P.E.
Kimley-Horn

Date: December 13, 2021

Subject: T0019 Roswell Road Transit Access Project
Sandy Springs, GA
Median Closure Traffic Engineering Study

Kimley-Horn and Associates, Inc. was retained by the City of Sandy Springs to provide professional engineering services for the Roswell Road Transit Access project. The purpose of the project is to complete the pedestrian network that serves Metropolitan Atlanta Rapid Transit Authority (MARTA) Bus Route 5 and to provide total walk-up access to transit elements along SR 9 (Roswell Road) in southern Sandy Springs, Georgia. As part of the design of this project, the City is seeking to promote *The Next Ten: Comprehensive Plan* (2017) and the City's vision for Roswell Road by proposing raised, concrete medians at two locations along the corridor: between Meadowbrook Drive and Windsor Parkway and between Peruca Place and the current raised, concrete median that terminates north of Rosewell Road.

The City's goal is to transform Roswell Road into a "pedestrian-friendly urban boulevard with a beautifully planted median, enhanced sidewalks, and safe pedestrian crossings, while preserving existing traffic lanes." Installing raised medians at these two locations is an incremental step towards achieving this goal, while providing the opportunity for safer pedestrian crossings, managing travel speeds and turning movements, and increasing safety through more predictable traffic operations.

Constructing raised medians as part of this project would convert some existing, full-access driveways into right-in/right-out (RIRO) driveways, which would impact travel patterns as some movements would have to reroute through signalized intersections to make a U-turn or left-turn movement. The purpose of this study is to analyze the operational impacts of traffic rerouted through the signalized intersections that are affected by the two proposed raised medians. A project location map is provided in **Attachment A**, and concepts for the proposed medians are provided in **Attachment B**.

Study Area

The Roswell Road Transit Access project extends along Roswell Road from the Sandy Springs city limit at Meadowbrook Drive to the I-285 Eastbound interchange terminal. Within the project limits, Roswell Road is a four-lane, principal arterial oriented in the north-south direction with a posted speed limit of 35 mph. The roadway is divided by a two-way left-turn lane for most of the corridor, though there is a raised, concrete median at the northern end of the project limits that extends from just north of Rosewell Road to

I-285 Eastbound. The signal system along Roswell Road operates with the real-time adaptive signal management system Split Cycle Offset Optimization Technique (SCOOT), which automatically adjusts signal timings to adapt to current traffic conditions using flow data from sensors.

This study focuses on two sub-area segments:

- Segment 1: Roswell Rd from Meadowbrook Lane to Windsor Parkway
- Segment 2: Roswell Rd from Peruca Place to I-285 Eastbound

Segment 1: Meadowbrook Drive to Windsor Parkway

The section of Roswell Road from Meadowbrook Lane to Windsor Parkway is a 625-foot segment located approximately two miles south of I-285. The intersection of Roswell Road at Meadowbrook Drive is a three-leg intersection that operates with side-street stop control. Meadowbrook Drive is a two-lane, local roadway oriented in the east-west direction that runs east of Roswell Road with a posted speed limit of 35 mph. No auxiliary lanes are present at the intersection, though the two-way left-turn lane is used as storage for southbound left-turning motorists waiting for a gap in northbound traffic.

The intersection of Roswell Road at Windsor Parkway is a four-leg intersection that operates with a signal of mast-arm design. The east leg of the intersection, Windsor Parkway, is a two-lane major collector oriented in the east-west direction with a posted speed limit of 35 mph. Approximately 470 feet east of the intersection, Windsor Parkway reorients and travels northeast-southwest. The west leg of the intersection is a driveway to the Gateway mixed-use development. The northbound, southbound, and eastbound approaches of the intersection have a single, exclusive left-turn lane, while the westbound approach has dual left-turn lanes. The southbound and eastbound approaches also have a single, channelized right-turn lane. The northbound, southbound, and eastbound left-turn movements operate with protected-permissive left-turn phasing using four-section flashing yellow arrow (FYA) signal heads, while the westbound left-turn movement operates with protected-only left-turn phasing. Crosswalks are present across all four legs of the intersection and operate with countdown pedestrian signal heads.

The area surrounding Segment 1 is a mix of commercial and residential land uses. Single-family residential is located to the east along Meadowbrook Drive and Windsor Parkway, while the Gateway mixed-use development containing retail, restaurant, and multi-family residential is on the west side of the segment. Sidewalks are present along both sides of Roswell Road, Windsor Parkway, and the Gateway driveway. Northbound and southbound MARTA bus stops are located on Roswell Road approximately 200 feet south of Windsor Parkway.

Three full-movement driveways are on the east side of Segment 1 and one full-movement driveway is on the west side. Additionally, Old Windsor Parkway is a dead-end street segment that intersects the east side of Roswell Road approximately 300 feet south of Windsor Parkway, where Windsor Parkway used to meet of Roswell Road at a skewed-angle intersection before being realigned to its current location. Old Windsor Parkway is designed and intended to operate allowing both right-turn and left-turn movements inbound but restricting outbound movements to right turns only; however, traffic was observed to make left-turn movements from Old Windsor Parkway during field observations—this behavior was also captured in collected traffic count data.

Segment 2: Peruca Place to I-285 Eastbound

The section of Roswell Road from Peruca Place to I-285 Eastbound is an approximately 1,950-foot segment in which there are three signalized intersections. The intersection of Roswell Road at Peruca Place is a four-leg intersection operated by a signal of mast-arm design. The west leg, Peruca Place, is

one of the major entrances to The Prado commercial development, and the east leg of the intersection is the driveway to a boutique office building. The northbound, southbound, and eastbound approaches have a single, exclusive left-turn lane, and the southbound approach also has a single, channelized right-turn lane. The northbound left-turn movement operates with protected-permissive left-turn phasing, while all other left-turn movements operate with permissive left-turn phasing. Crosswalks are present across all four legs of the intersection and operate with pedestrian signals.

The intersection of Roswell Road at Lake Placid Drive is a four-leg intersection operated by a span-wire signal, approximately 975 feet north of Peruca Place. The side street, Lake Placid Drive, is a two-lane, local roadway oriented in the east-west direction with a posted speed limit of 35 mph. The northbound, southbound, and westbound legs of the intersection have a single, exclusive left-turn lane. The northbound and southbound left-turn movements operate with protected-permissive left-turn phasing, while the eastbound and westbound left-turn movements operate with permissive phasing. Crosswalks are present across all four legs of the intersection and operate with pedestrian signals.

The intersection of Roswell Road at I-285 Eastbound is a four-leg intersection operated by a signal of mast-arm design, located approximately 950 feet north of Lake Placid Drive. The east leg of the intersection is the entrance ramp to I-285, and the west leg of the intersection is the exit ramp. The eastbound exit ramp has an exclusive left-turn lane and an exclusive right-turn lane. The northbound approach has a single, channelized right-turn lane, while the southbound approach has a single, exclusive left-turn lane that operates with protected-permissive left-turn phasing. Crosswalks with pedestrian signals are located across the south, east, and west legs of the intersection.

The area surrounding Segment 2 is a mix of commercial and residential land uses. Commercial retail is present at The Prado and along Roswell Road, while multifamily housing is present along Lake Placid Drive as well as Rosewell Road and Northwood Drive, which are side streets between Lake Placid Drive and I-285 Eastbound. A continuous sidewalk is present along the east side of Roswell Road. Sidewalk is mostly present along the west side of Roswell Road, though there are some sections without sidewalk between Lake Placid Drive and Northwood Drive. Northbound and southbound MARTA bus stops are located on Roswell Road approximately 375 feet south of Peruca Place, at the Prado driveway between Peruca Place and Lake Placid Drive, and just north of Lake Placid Drive.

Between Peruca Place and Lake Placid Drive, two full-access driveways are located on the east side of Roswell Road and one of the primary driveways to The Prado is located on the west side. Six full-access driveways as well as an entrance-only driveway are located on the west side of Roswell Road between Lake Placid Drive and the existing median north of Rosewell Road. Rosewell Road, which provides a full-access driveway to The Harrison multifamily residential development, as well as four full-movement driveways are located on the east side of Roswell Road between Lake Placid Drive and I-285.

Crash Analysis

Crash data was extracted from *Numetric*, Georgia's online crash database and analytics tool, for Segment 1 and Segment 2. Data was extracted for the five-year period from January 1, 2015 to December 31, 2019. Because crash types can often be miscoded in the data due to the individual discretion of reporting law enforcement officers, the data coded for each crash was reviewed to analyze harmful events, directions of travel, and driving maneuvers to determine appropriate crash types; individual crash reports were not reviewed. Crash data tables are provided in **Attachment C**.

Segment 1: Meadowbrook Drive to Windsor Parkway

Over the five-year crash history, a total of 111 crashes were reported along Roswell Road between Meadowbrook Drive and Windsor Parkway, including 17 injury crashes and no fatal crashes. The number of crashes per year increased from 9 crashes reported in 2015 to 39 crashes reported in 2019, with a slight dip in 2018 (16 crashes). The five-year crash history is summarized in **Table 1**.

Table 1: 5-Year Crash History (Segment 1: Meadowbrook Dr to Windsor Pkwy)

Year	Total Crashes	Injury Crashes	Fatal Crashes	Dark Crashes	Wet Crashes	Bike/Ped Crashes
2015	9	3	0	1	0	1
2016	20	2	0	2	1	0
2017	27	6	0	6	1	0
2018	16	2	0	5	4	0
2019	39	4	0	9	5	0
Total	**111**	**17**	**0**	**23**	**11**	**1**
Average	22.2	3.4	0.0	4.6	2.2	0.2
Percent		*15.3%*	*0.0%*	*20.7%*	*9.9%*	*0.9%*

The crash data was manipulated to identify any trends in the circumstances surrounding each crash and the following observations were made:

- Nearly 21 percent of the crashes reported occurred during dark conditions.
- Approximately 10 percent of the crashes occurred on wet pavement.
- Nearly 1 percent of the crashes involved a vulnerable roadway user (one pedestrian crash).
- 5 of the crashes were coded as resulting from a motorist attempting to enter/exit a driveway.
- 51 percent of the crashes occurred at-fault in the northbound direction, while 47 percent occurred at-fault in the southbound direction.
- 20 crashes occurred at the intersection of Roswell Road at Meadowbrook Drive (19 percent), 45 occurred at the intersection with Old Windsor Parkway (42 percent), and 31 crashes occurred at the intersection of Roswell Road at Windsor Parkway (29 percent).
- One of the crashes reported involved a driver under the influence of drugs and/or alcohol.
- The peak period for crash frequency occurred from 3:00 PM to 5:00 PM, as shown in **Figure 1**. Secondary peaks occurred from 8:00 AM to 9:00 AM and 6:00 PM to 7:00 PM.
- Using the National Safety Council's (NSC) "KABCO" injury severity scale, 14 percent of the crashes were coded as "complaint of injury" (KABCO "C" rating) crashes and 2 percent were coded as "visible injury" ("B" rating). Nearly 84 percent of the crashes were property-damage-only crashes ("O" rating).

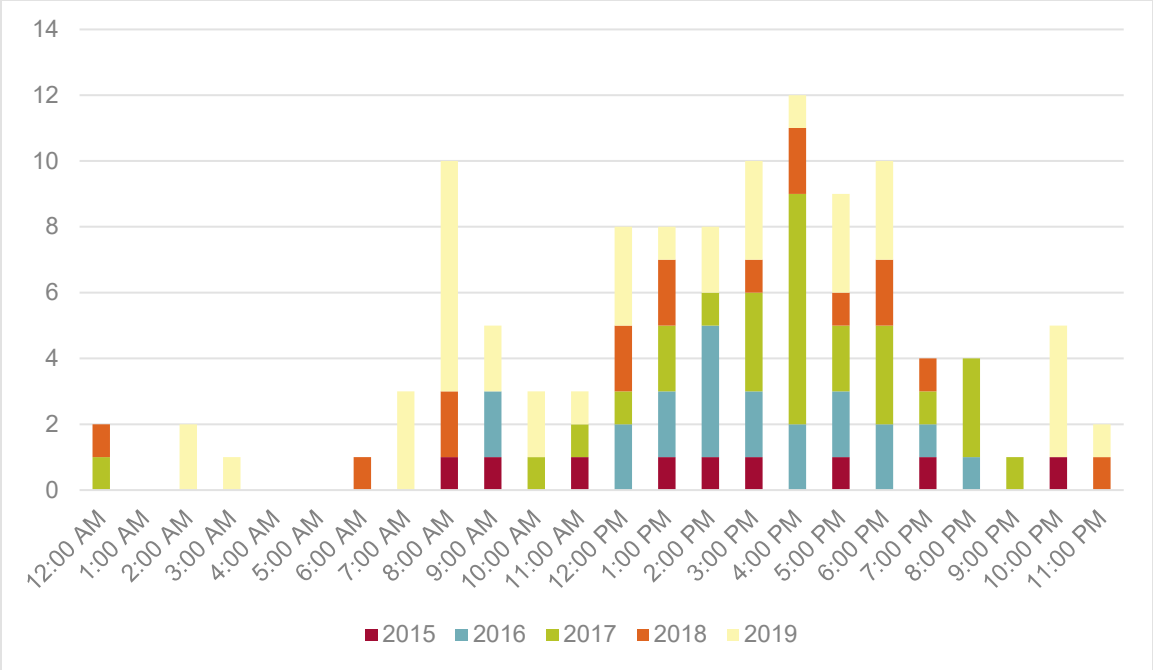

Figure 1: Crashes by Time of Day (Segment 1: Meadowbrook Dr to Windsor Pkwy)

Crashes were analyzed by type, as summarized in **Table 2**. The predominant crash types along the corridor were rear-end crashes (34 percent), followed by same-direction sideswipe crashes (26 percent), angle crashes (14 percent), and left-turn crashes (14 percent). Rear-end and same-direction sideswipe crashes were closely split between the northbound (45 percent) and southbound (39 percent) directions. Of the 20 angle crashes, 5 were reported at Meadowbrook Drive and 5 were reported at Windsor Parkway—the remaining 10 occurred mid-block, likely resulting from driveway interaction.

Table 2: Crashes by Type (Segment 1: Meadowbrook Dr to Windsor Pkwy)

Crash Type	2015	2016	2017	2018	2019	Total	Percent
Rear End	3	7	8	4	16	**38**	34.2%
Sideswipe-Same Direction	2	5	5	8	9	**29**	26.1%
Angle	2	1	5	4	4	**16**	14.4%
Left Turn	1	1	6	0	7	**15**	13.5%
Hit Parked Vehicle	0	1	3	0	1	**5**	4.5%
Sideswipe-Opposite Direction	0	0	0	0	2	**2**	1.8%
Hit Other Fixed Object	0	2	0	0	0	**2**	1.8%
Right Turn	0	1	0	0	0	**1**	0.9%
Backed Into	0	1	0	0	0	**1**	0.9%
Pedestrian	1	0	0	0	0	**1**	0.9%
Other	0	1	0	0	0	**1**	0.9%

Segment 2: Peruca Place to I-285 Eastbound

Over the five-year crash history, a total of 687 crashes were reported along Roswell Road between Peruca Place and I-285 Eastbound, including 1 fatal crash and 160 injury crashes. The number of crashes per year increased from 142 crashes reported in 2015 to 153 crashes reported in 2017, before decreasing in 2018 and 2019 (113 crashes). The five-year crash history is summarized in **Table 3**.

Table 3: 5-Year Crash History (Segment 2: Peruca Pl to I-285 EB)

Year	Total Crashes	Injury Crashes	Fatal Crashes	Dark Crashes	Wet Crashes	Bike/Ped Crashes
2015	143	30	0	28	19	3
2016	157	41	0	44	12	3
2017	153	36	0	41	18	4
2018	122	29	1	23	20	5
2019	113	25	0	28	17	3
Total	**687**	**160**	**1**	**164**	**86**	**18**
Average	137.4	32.0	0.2	32.8	17.2	3.6
Percent		*23.2%*	*0.1%*	*23.9%*	*12.5%*	*2.6%*

The crash data was manipulated to identify any trends in the circumstances surrounding each crash and the following observations were made:

- Nearly 24 percent of the crashes reported occurred during dark conditions.
- Approximately 13 percent of the crashes occurred on wet pavement.
- Nearly 3 percent of the crashes involved a vulnerable roadway user, including 17 pedestrian crashes and 1 bicycle crash.
- 26 of the crashes were coded as resulting from a motorist attempting to enter/leave a driveway, and an additional 7 crashes were coded as occurring at a driveway intersection.
- 36 percent of the crashes occurred at-fault in the northbound direction, and nearly 25 percent occurred at-fault in the southbound direction. 36 percent occurred at-fault in the eastbound direction, most of which were located on the I-285 Eastbound exit ramp.
- Nearly 78 percent of the crashes occurred at the three signalized intersections, while 22 percent occurred mid-block.
    - Nearly 47 percent of the crashes were clustered at the intersections of Northwood Drive and I-285 Eastbound, of which 71 percent were rear-end crashes and 19 percent were angle crashes. 64 percent of the rear-end crashes reported at this cluster occurred eastbound, while 20 occurred southbound and 17 occurred northbound.
    - 28 percent of the crashes occurred at the intersection with Lake Placid Drive, of which 35 percent were rear-end crashes and 31 percent were angle crashes.
    - Approximately 3 percent of the crashes occurred at the intersection with Peruca Place.
- Four of the crashes reported involved a driver under the influence of drugs and/or alcohol.
- The peak period for crash frequency occurred from 3:00 PM to 7:00 PM, as shown in **Figure 2**. A secondary peak was observed from 8:00 AM to 9:00 AM.
- Using the NSC “KABCO” injury severity scale, approximately 19 percent of the crashes were coded as “complaint of injury” (KABCO “C” rating) crashes, nearly 4 percent were coded as “visible injury” (“B” rating), and less than 1 percent were coded as “severe injury” (“A” rating). Approximately 76 percent of the crashes were property-damage-only crashes (“O” rating). One fatal crash was reported over the five-year history (“K” rating).
- The fatal crash fatal crash occurred in 2018 when a pedestrian crossing the north crosswalk of Roswell Road at Lake Placid Drive during the pedestrian “Walk” phase was struck by an eastbound motorist attempting a left turn during the permissive left-turn phase.

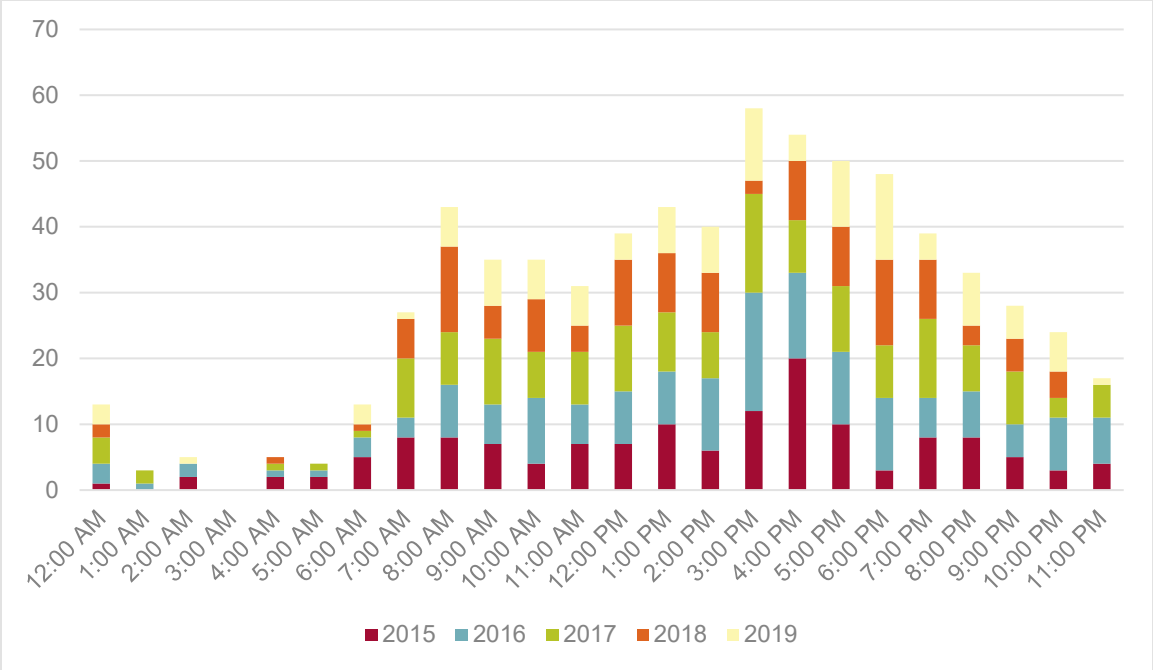

Figure 2: Crashes by Time of Day (Segment 2: Peruca Pl to I-285 EB)

Crashes were analyzed by type, as summarized in **Table 4**. The predominant crash types along the corridor were rear-end crashes (53 percent), followed by same-direction sideswipe crashes (17 percent), angle crashes (11 percent), and left-turn crashes (8 percent).

Table 4: Crashes by Type (Segment 2: Peruca Pl to I-285 EB)

Crash Type	2015	2016	2017	2018	2019	Total	Percent
Rear End	78	98	82	56	51	365	53.1%
Sideswipe-Same Direction	26	22	25	20	23	116	16.9%
Angle	14	14	12	22	16	78	11.4%
Left Turn	11	12	11	9	14	57	8.3%
Hit Parked Vehicle	5	4	13	6	1	29	4.2%
Pedestrian	1	3	3	1	3	11	1.6%
Hit Other Fixed Object	1	2	1	1	3	8	1.2%
Sideswipe-Opposite Direction	2	0	3	1	1	7	1.0%
Head On	1	1	2	2	0	6	0.9%
Other Single Vehicle	1	1	1	2	0	5	0.7%
Backed Into	2	0	0	1	1	4	0.6%
Bicycle	0	0	0	1	0	1	0.1%

Existing Traffic Volumes

24-hour bidirectional counts and 4-hour turning movements counts (TMCs) were collected at each study segment and at the four study intersections, respectively, on Wednesday, September 1, 2021. TMCs were also collected at two driveway clusters along Segment 1 and at the Prado driveway and three driveway clusters along Segment 2 to capture peak-hour turning movements to/from driveways that would be impacted by installing raised concrete medians. The TMCs were collected from 7:00 AM to 9:00 AM

and 4:00 PM to 6:00 PM and included passenger car, heavy vehicle, bicycle, and pedestrian volumes to capture multimodal characteristics in the study area.

The morning peak hour was determined to be from 8:00 AM to 9:00 AM and the evening peak hour was determined to be from 5:00 PM to 6:00 PM. Traffic volumes were adjusted to reflect peak season conditions using Georgia Department of Transportation (GDOT) seasonal adjustment factors: a peak season monthly factor of 0.98 and a daily factor of 0.96 were applied to all traffic counts. Peak-hour traffic volumes are presented in **Attachment D**. Annual average daily traffic (AADT) along Segment 1 and Segment 2 of Roswell Road are summarized in **Table 5**.

Table 5: Roswell Road AADT

Volume Characteristic	Segment 1	Segment 2		
	South of Windsor Pkwy	North of Peruca Pl	South of Rosewell Rd	North of Northwood Dr
AADT – NB	16,527	16,431	18,503	19,361
AADT – SB	16,581	16,476	18,727	20,279
AADT – Total	**33,108**	**32,907**	**37,229**	**39,640**
Heavy Vehicle %	1.9%	2.4%	2.3%	2.3%

Pedestrian and truck counts were also conducted with the TMCs. The number of pedestrians crossing each individual intersection ranged from 0 to 15 pedestrians per hour. The percentage of trucks was evaluated by movement and typically ranged from 0 to 9 percent. The higher truck percentages were observed at movements with relatively lower peak-hour volumes. Overall, truck percentages were consistent with those observed daily. Volume development worksheets are provided in **Attachment E**, and raw traffic count data is provided in **Attachment F**.

Existing Capacity Analysis

Intersection capacity analyses were completed for Existing (2021) traffic conditions during the AM and PM peak hours using Trafficware's *Synchro 11.0* software, which applies methodologies outlined in the *Highway Capacity Manual (HCM), 6th* and *2000 Editions*. Intersection and approach delay and level-of-service (LOS) were evaluated for four study intersections:

- Segment 1: Roswell Road at Windsor Parkway (signalized)
- Segment 2:
  - Roswell Road at Peruca Place (signalized)
  - Roswell Road at Peruca Place (signalized)
  - Roswell Road at I-285 Eastbound (signalized)

LOS is a quantitative measure from the *HCM* that represents a transportation facility's quality of service with six levels (A through F), with LOS A representing the best operating conditions and LOS F representing the worst. LOS is based on delay and volume-to-capacity ratio, as summarized in **Table 6**. For signalized intersections, LOS A represents exceptionally favorable progression, with most vehicles arriving during the green indication and traveling through the intersection without stopping. LOS D represents inefficient progression, with most vehicles stopping at the intersection and with noticeable individual cycle failures, and LOS F represents very poor progression with most cycles failing to clear the queue.

Table 6: Level-of-Service Criteria

LOS	Seconds of Delay
A	0-10
B	>10-20
C	>20-35
D	>35-55
E	>55-80
F	>80

The signal system along Roswell Road operates with the real-time adaptive signal management system SCOOT, which automatically adjusts signal timings to adapt to current traffic conditions using flow data from sensors. SCOOT provides for optimized signal operations along Roswell Road to minimize daily vehicular delay and congestion by changing cycle lengths, splits, and offsets to ensure that timings are coordinated as well as possible—and that delays and stops are minimized. Signal timing changes with SCOOT are typically small to avoid major disruptions to traffic flows, though the changes are also frequent to allow for quick responses to changing traffic conditions.

Since there are limitations in modeling real-time adaptive signal management systems in *Synchro*, the study intersections were modeled using back-up signal timing plans provided by the City of Sandy Springs. The back-up plans show that in Segment 1, the intersection of Roswell Road at Windsor Parkway operates with a 150-second cycle length during the morning peak and evening peak hours. The back-up plans also show that the signalized intersections in Segment 2 operate in coordination along Roswell Road with a 180-second cycle length during the morning and evening peak hours. Pedestrian phases were included in the *Synchro* modeling.

The results of the Existing capacity analyses for Segment 1 and Segment 2 are summarized in **Table 7**. LOS and delay are reported by intersection and approach. *Synchro* analysis worksheets are provided in **Attachment G**. Since Roswell Road normally operates with SCOOT, the results of this analysis are a more conservative observation of traffic operations; actual operations along the corridor with the real-time adaptive system are typically better than what is modeled.

Table 7: Existing Capacity Analysis (LOS and Delay)

Intersection	Control	Peak Hour	Delay (sec) and LOS				
			Overall	NB	SB	EB	WB
Segment 1							
Windsor Pkwy/ Gateway driveway	Signalized	AM Peak	29.0 / C	17.3 / B	14.3 / B	57.5 / E	77.8 / E
		PM Peak	33.4 / C	22.8 / C	19.3 / B	59.2 / E	81.9 / F
Segment 2							
Peruca Pl	Signalized	AM Peak	3.8 / A	2.5 / A	0.4 / A	86.8 / F	81.2 / F
		PM Peak	15.7 / B	5.1 / A	8.7 / A	81.1 / F	71.7 / E
Lake Placid Dr	Signalized	AM Peak	18.6 / B	1.2 / A	13.3 / B	76.6 / E	77.0 / E
		PM Peak	16.4 / B	1.3 / A	10.9 / B	78.0 / E	86.2 / F
I-285 EB	Signalized	AM Peak	49.6 / D	50.1 / D	27.4 / C	62.8 / E	-
		PM Peak	81.2 / F	58.1 / E	23.3 / C	131.7 / F	-

The results of the Existing capacity analysis for the intersection of Roswell Road at Windsor Parkway indicate that, while operating with the back-up signal timing plans, the intersection operates at LOS C with a delay of 29.0 seconds during the AM peak hour and at LOS C with a delay of 33.4 second during the PM peak hour. During the PM peak hour, the westbound approach operates at LOS F with a delay of 81.9 seconds, due to high right-turn volumes in the shared through/right-turn lane.

The results of the Existing (2021) capacity analysis for Segment 2 indicate that while operating with the back-up signal timing plans, all three signalized intersections operate at LOS D or better during the AM peak hour. During the PM peak hour, the intersections at Peruca Place and Lake Placid Drive operate at LOS B while the intersection at I-285 operates at LOS F with over 80 seconds of delay. This is attributed to heavy right-turn volumes at the eastbound approach and insufficient capacity on the exit ramp. During the AM peak hour, both the eastbound and westbound approaches at the intersection of Roswell Road at Peruca Place operate at LOS F. During the PM peak hour, the eastbound approach of Peruca Place and the westbound approach of Lake Placid Drive operate at LOS F. These approaches operating at LOS F can be attributed to the proportion of the cycle length that is allocated to the side streets at these intersections in the back-up signal timing plans.

Future Capacity Analysis

To evaluate whether the signalized intersections in the study area can maintain acceptable operations with the proposed, raised medians—and subsequent traffic rerouting from impacted driveways—future volume projections were completed to evaluate No-Build and Build conditions for the Base Year (2027), which represents the year construction is anticipated to be complete, and for the Design Year (2047), which represents a 20-year horizon from the Base Year.

Future traffic growth projections from the City of Sandy Springs' 2050 travel demand model, which was developed specifically for the City as part of the *Sandy Springs Transportation Master Plan* (2021), were reviewed alongside population projections and historical growth at nearby GDOT count stations. An annual percent growth rate of 0.7 percent was selected for this analysis and was applied to existing traffic volumes at all approaches for both the Base (2027) and Design (2027) Year scenarios. The factors that determined the selected growth rate are summarized in **Attachment H**. Future-year volume calculations are provided in the volume development worksheets in **Attachment E**, and future-year traffic volume figures also are provided in **Attachment D**.

No-Build Conditions

To evaluate No-Build conditions, volume projections were evaluated with the same geometry and model inputs as the existing conditions models. The same back-up signal timing plans, truck percentages, peak hour factors, and pedestrian inputs used in the existing analyses were also used for the future analyses to provide a baseline comparison. The results of the No-Build capacity analyses for Segment 1 and Segment 2 are summarized in **Table 8**. *Synchro* analysis worksheets are provided in **Attachment G**.

The results of the No-Build capacity analyses indicate that delay and LOS continue to worsen over time. The eastbound approach of Peruca Place operates at LOS F during both peak hours of both analysis years, while the westbound approach operates at LOS F during the AM peak hour of both analysis years. Both the eastbound and westbound approaches of Lake Placid Drive operate at LOS in 2047. Delay continues to grow at the intersection of Roswell Road at I-285, which operates at LOS F during the 2027 PM peak hour and both 2047 peak hours. When operating with SCOOT, traffic operations in the No-Build scenarios are likely to be better than what is reported in **Table 8**.

Table 8: No-Build Capacity Analysis (LOS and Delay)

Intersection	Control	Analysis Year	Peak Hour	Delay (sec) and LOS				
				Overall	NB	SB	EB	WB
Segment 1								
Windsor Pkwy/ Gateway driveway	Signalized	Base (2027)	AM Peak	29.6 / C	18.3 / B	14.9 / B	57.5 / E	78.1 / E
			PM Peak	34.8 / C	23.9 / C	21.3 / C	61.1 / E	82.7 / F
		Design (2047)	AM Peak	33.6 / C	23.4 / C	18.7 / B	56.8 / E	82.0 / F
			PM Peak	46.3 / D	28.9 / C	37.9 / D	76.5 / E	98.0 / F
Segment 2								
Peruca Pl	Signalized	Base (2027)	AM Peak	4.3 / A	2.6 / A	0.4 / A	86.5 / F	82.7 / F
			PM Peak	16.2 / B	5.5 / A	9.2 / A	80.9 / F	72.4 / E
		Design (2047)	AM Peak	4.5 / A	3.0 / A	0.5 / A	86.2 / F	81.6 / F
			PM Peak	17.7 / B	8.2 / A	9.6 / A	81.3 / F	69.8 / E
Lake Placid Dr	Signalized	Base (2027)	AM Peak	19.5 / B	1.3 / A	14.4 / B	78.6 / E	77.1 / E
			PM Peak	17.1 / B	1.4 / A	11.4 / B	78.7 / E	91.4 / F
		Design (2047)	AM Peak	23.6 / C	1.7 / A	16.2 / B	103.7 / F	96.6 / F
			PM Peak	21.5 / C	1.8 / A	12.8 / B	100.2 / F	125.5 / F
I-285 EB	Signalized	Base (2027)	AM Peak	54.1 / D	42.2 / D	27.2 / C	80.3 / F	-
			PM Peak	101.2 / F	56.0 / E	22.8 / C	182.3 / F	-
		Design (2047)	AM Peak	98.3 / F	26.7 / C	27.3 / C	201.2 / F	-
			PM Peak	198.5 / F	49.8 / D	23.2 / C	422.8 / F	-

Build Conditions

To evaluate traffic operations under Build conditions, U-turn and left-turn movements at the signalized intersections were adjusted to account for traffic at driveways impacted by installing the proposed raised medians. During data collection, peak hour TMCs were collected at five driveway clusters—two along Segment 1 and three along Segment 2—as well as at the Prado driveway. These counts captured left-turn movements in/out of driveways that would be prohibited once a median is constructed, as summarized by peak hour and analysis year in **Table 9**. The impacted left-turn movements were rerouted to downstream signals and were either assigned to a U-turn or left-turn movement, as summarized in **Table 10**, based on side-street or inter-parcel access at the signalized intersections:

Segment 1

Driveway Cluster #1 and Driveway Cluster #2 capture the impacted driveways between Meadowbrook Drive and Windsor Parkway. All the eastbound and southbound left-turn movements were rerouted southbound to a U-turn movement at a signalized intersection south of the study area. Northbound and westbound left-turn movements were rerouted northbound to the Windsor Parkway signal. Since inter-parcel access is provided at the Gateway mixed-used development, 1/4-1/3 of this traffic (based on the total volume in a particular scenario) were assigned to the northbound left-turn movement, while the rest were assigned to the northbound U-turn movement.

Segment 2

In addition to driveway clusters being impacted, the proposed median along Segment 2 would prohibit northbound left-turn movements from Roswell Road into the Prado driveway. As such, these volumes were rerouted northbound through the Lake Placid Drive intersection. Since the west leg of Lake Placid Drive provides several access points to The Prado, minimal volumes were assigned to the U-turn movement and the rest were assigned to the left-turn movement.

Driveway Cluster #3 and Driveway Cluster #4 capture the impacted driveways between Lake Placid Drive and Rosewell Road that are on the west side of Roswell Road. Driveway Cluster #5 captures Rosewell Road and the driveways immediately across from it on the west side of Roswell Road. All northbound and westbound left-turn movements from Driveway Clusters #3, #4, and #5 were rerouted northbound and assigned to the northbound U-turn movement at the I-285 Eastbound signal. All eastbound left-turn movements—as well as southbound U-turn movements that were captured at Driveway Cluster #4—were rerouted southbound and assigned to the southbound U-turn movement at the Lake Placid Drive signal. Since the west leg of Lake Placid Drive and Rosewell Road provide access to the same multifamily residential development (The Harrison), assignment of southbound left-turn movements from Driveway Cluster #5 was evenly split between the southbound U-turn and left-turn movements at Lake Placid Drive.

Table 9: Rerouted Driveway Traffic Volumes

Driveway Cluster	Movement	2027		2047	
		AM	PM	AM	PM
Segment 1					
1	NB LT	30	20	30	20
	EB LT	10	5	10	5
2	NB LT	10	15	10	15
	SB LT	5	10	5	10
	EB LT	10	10	10	10
	WB LT	5	5	5	5
Segment 2					
The Prado	NB LT	40	25	45	30
3	NB LT	0	0	0	0
	EB LT	5	5	5	5
4	NB LT	5	5	5	5
	SB UT	5	5	5	5
	EB LT	5	10	5	10
5	NB LT	5	5	5	5
	SB LT	50	65	60	75
	EB LT	5	5	5	5
	WB LT	10	10	10	10

Table 10: Rerouted Driveway Traffic Volume Assignments

Intersection	Movement	2027		2047	
		AM	PM	AM	PM
Segment 1					
Windsor Pkwy	NB UT	30	30	30	30
	NB LT	15	15	15	15
Segment 2					
Lake Placid Dr	NB UT	5	5	5	5
	NB LT	35	20	40	25
	SB UT	45	55	50	55
	SB LT	25	35	30	45
I-285 EB	NB UT	20	20	20	20

Build conditions were modeled with the same truck percentages, peak hour factors, and pedestrian inputs; though signal timing inputs were updated to reflect modifications that could be made to the back-up signal timing plans as part of this project. The results of the Build capacity analyses for Segment 1 and Segment 2 are summarized in **Table 11**. *Synchro* analysis worksheets are provided in **Attachment G**.

Table 11: Build Capacity Analysis (LOS and Delay)

Intersection	Control	Analysis Year	Peak Hour	Delay (sec) and LOS				
				Overall	NB	SB	EB	WB
Segment 1								
Windsor Pkwy/ Gateway driveway	Signalized	Base (2027)	AM Peak	26.7 / C	23.6 / C	20.4 / C	36.3 / D	44.2 / D
			PM Peak	37.0 / D	35.2 / D	25.3 / C	48.6 / D	62.8 / E
		Design (2047)	AM Peak	31.4 / C	31.1 / C	24.2 / C	36.3 / D	47.0 / D
			PM Peak	50.6 / D	53.3 / D	34.2 / C	60.9 / E	75.8 / E
Segment 2								
Peruca Pl	Signalized	Base (2027)	AM Peak	3.6 / A	3.8 / A	0.6 / A	45.0 / D	43.5 / D
			PM Peak	12.6 / B	6.9 / A	9.7 / A	43.9 / D	40.7 / D
		Design (2047)	AM Peak	3.9 / A	3.7 / A	0.7 / A	55.8 / E	53.2 / D
			PM Peak	15.3 / B	8.6 / A	11.3 / B	54.6 / D	48.4 / D
Lake Placid Dr	Signalized	Base (2027)	AM Peak	15.0 / B	9.4 / A	9.7 / A	54.1 / D	37.9 / D
			PM Peak	16.7 / B	12.7 / B	11.3 / B	51.6 / D	47.0 / D
		Design (2047)	AM Peak	20.0 / B	15.1 / B	11.5 / B	74.7 / E	48.2 / D
			PM Peak	21.1 / C	19.0 / B	11.7 / B	68.7 / E	58.6 / E
I-285 EB	Signalized	Base (2027)	AM Peak	49.5 / D	34.9 / C	53.3 / D	59.6 / E	-
			PM Peak	73.5 / E	48.1 / D	72.0 / E	97.7 / F	-
		Design (2047)	AM Peak	86.2 / F	40.7 / D	76.2 / E	104.9 / F	-
			PM Peak	134.5 / F	28.8 / C	79.1 / E	131.0 / F	-

The results of the Build capacity analyses indicate that with adjusting cycle lengths and splits, the intersections at Windsor Parkway, Peruca Place, and Lake Placid Drive have the capacity to serve projected traffic growth as well as traffic that would be rerouted as part of this project. The intersection at I-285 Eastbound continues to operate at LOS F, though this is because of projected traffic growth in the area, not because of the traffic impacts of this project.

Adjusting side-street splits at the intersections of Windsor Parkway, Peruca Place, and Lake Placid Drive also improved approaches that were operating at LOS F in the No-Build scenarios. However, while the westbound approach at Windsor Parkway is operating at LOS D and LOS E in the Build (2047) AM peak hour and PM peak hour scenarios, respectively, growing right-turn volumes in the shared through/right-turn lane may start to impact operations. The addition of a right-turn lane should be considered in future planning.

Optimizing the cycle length for the intersection at I-285 and adjusting splits improved delay at the intersection between No-Build (2047) and Build (2047) AM peak hour and PM peak hour scenarios by 12 and 64 seconds, respectively—though the intersection continues to operate at LOS F during both peak hours. The existing, single right-turn lane does not provide enough capacity for right-turn volumes during Existing (2021) conditions, the operations of which will continue to worsen as traffic volumes grow. While the I-285/Roswell Road Innovative Interchange Study recommended as part of the *Sandy Springs*

Transportation Master Plan should address this need, installing a second right-turn lane may be an appropriate short-term improvement to meet the needs of the area.

Projected Turn-Lane Length Calculations

Turn-lane length calculations were completed to determine if the existing turn lanes that would be impacted by the proposed raised medians are sufficient to accommodate the anticipated queues under proposed Build (2047) conditions, based on guidance from the GDOT *Regulations for Driveway and Encroachment Control* manual. For a roadway with a posted speed limit of 35 mph, the minimum required full-width storage is 160 feet while the minimum required taper is 50 feet. Approach and departure tapers are not required for the study area since the turn lanes analyzed are existing and developed from the existing two-way left-turn lane median, avoiding the need to transition/shift the roadway.

Table 12 summarizes the required turn-lane lengths for proposed conditions. For signalized intersections, GDOT requires the full-width storage should be sufficient to accommodate the number of vehicles arriving during 1.5 signal cycles. Results from the AM and PM peak hour capacity analyses for Build (2047) conditions were used to determine the lengths needed for appropriate traffic operations.

Table 12: Turn-Lane Lengths

Intersection	Turn Lane	Existing Storage Length	Minimum Required Storage Length	Calculated Storage Length		Required Taper Length	Required Total Length
				AM	PM		
Windsor Pkwy	NBL	90’	**160’**	53’	103’	50’	210’
Peruca Pl	SBL	235’	**160’**	2’	5’	50’	210’
Lake Placid Dr	NBL	55’	**160’**	52’	49’	50’	210’
Lake Placid Dr	SBL	45’	**160’**	66’	77’	50’	210’

For all four of the turn lanes analyzed, the storage length required for appropriate traffic operations was less than the GDOT minimum of 160 feet. The existing southbound left-turn lane at Peruca Place is the only turn lane of the four that extends beyond the required minimum length. While the existing northbound left-turn lane at Lake Placid Drive does not meet the required minimum length, it is sufficient for appropriate traffic operations. The existing northbound left-turn lane at Windsor Parkway and the existing southbound left-turn lane at Lake Placid Drive do not meet the GDOT-required minimum length and would need to be extended for projected Build (2047) conditions.

Conclusion

Kimley-Horn and Associates, Inc. was retained by the City of Sandy Springs to provide professional engineering services for the Roswell Road Transit Access project. As part of the design of this project, the City is proposing raised, concrete medians at two locations along the corridor: between Meadowbrook Drive and Windsor Parkway and between Peruca Place and the current raised, concrete median that terminates north of Rosewell Road. Constructing raised medians as part of this project would convert some existing, full-access driveways into right-in/right-out (RIRO) driveways, which would impact travel patterns as some movements would have to reroute through signalized intersections to make a U-turn or left-turn movement. The purpose of this study was to analyze the operational impacts of traffic rerouted through the signalized intersections that are affected by the two proposed raised medians.

The results of the Existing (2021) conditions capacity analysis indicate that all study intersections operate at LOS D or better, except for the intersection of Roswell Road at I-285 Eastbound. This intersection operates at LOS F during the PM peak hour because of heavy right-turn volumes at the eastbound approach and insufficient capacity on the exit ramp. Some of the side-street approaches at Windsor Parkway, Peruca Place, and Lake Placid Drive also operate at LOS F. Future, No-Build scenarios were analyzed using projected traffic volumes and the same model inputs as used in the Existing conditions analysis for signal timings, truck percentages, peak hour factors, and pedestrians. The results of the No-Build capacity analyses indicate that delay and LOS continue to worsen over time.

To evaluate traffic operations under Build conditions, U-turn and left-turn movements at the signalized intersections were adjusted to account for traffic at driveways impacted by installing the proposed raised medians. Build conditions were modeled with the same truck percentages, peak hour factors, and pedestrian inputs; though signal timing inputs were updated to reflect modifications that could be made to the back-up signal timing plans as part of this project. The results of the Build capacity analyses indicate that with adjusting cycle lengths and splits, the intersections at Windsor Parkway, Peruca Place, and Lake Placid Drive have the capacity to serve projected traffic growth as well as traffic that would be rerouted as part of this project. The intersection at I-285 Eastbound continues to operate at LOS, though this is because of projected traffic growth in the area, not because of the traffic impacts of this project.

Turn-lane length calculations were completed to determine if the existing turn lanes that would be impacted by the proposed raised medians are sufficient to accommodate the anticipated queues under proposed Build (2047) conditions. For all four of the turn lanes analyzed, the storage length required for appropriate traffic operations was less than the GDOT minimum. The existing southbound left-turn lane at Peruca Place extends beyond the required minimum length and while the existing northbound left-turn lane at Lake Placid Drive does not meet the required minimum length, it is sufficient for appropriate traffic operations. The existing northbound left-turn lane at Windsor Parkway and the existing southbound left-turn lane at Lake Placid Drive do not meet the GDOT-required minimum length.

Installing raised medians at these two locations is an incremental step to achieve the City's goal of transforming Roswell Road into a pedestrian-friendly urban boulevard, while providing the opportunity for safer pedestrian crossings, managing travel speeds and turning movements, and increasing safety through more predictable traffic operations.

Attachments

The following attachments are included in supplement to this memorandum:

A. Project Location Map
B. Median Concept Designs
C. Crash Data Tables
D. Traffic Volume Figures
E. Volume Development Worksheets
F. Traffic Count Data (submitted electronically)
G. *Synchro* Analysis Worksheets
H. Growth Rate Selection Factors
I. Turn-Lane Calculation Worksheet

Pedestrian Count || EB WB 15min

Sandy Springs, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Ped Zone 7
GA-9 Roswell Rd NE,
at Northwood Dr

Date
Tuesday, May 3, 2022

Weather
Mostly Cloudy
76°F

Lat/Long
33.911075°, -84.378953°

Click here for Map

0600 - 2000 (14h Session)
EB WB 15min

	Eastbound			Westbound			15min	60min
TIME	Peds	P/Cycle	Total	Peds	P/Cycle	Total	Total	Total
0600 - 0615	0	0	**0**	0	0	**0**	**0**	
0615 - 0630	0	0	**0**	0	0	**0**	**0**	
0630 - 0645	2	0	**2**	0	0	**0**	**2**	
0645 - 0700	0	0	**0**	0	0	**0**	**0**	**2**
0700 - 0715	1	0	**1**	0	0	**0**	**1**	
0715 - 0730	2	0	**2**	2	0	**2**	**4**	
0730 - 0745	1	0	**1**	1	0	**1**	**2**	
0745 - 0800	1	0	**1**	1	0	**1**	**2**	**9**
0800 - 0815	2	0	**2**	1	0	**1**	**3**	
0815 - 0830	0	0	**0**	0	0	**0**	**0**	
0830 - 0845	1	0	**1**	0	0	**0**	**1**	
0845 - 0700	1	0	**1**	0	0	**0**	**1**	**5**
0900 - 0915	0	0	**0**	0	0	**0**	**0**	
0915 - 0930	0	0	**0**	0	0	**0**	**0**	
0930 - 0945	0	0	**0**	0	0	**0**	**0**	
0945 - 0800	0	0	**0**	0	0	**0**	**0**	**0**
1000 - 1015	0	0	**0**	0	0	**0**	**0**	
1015 - 1030	0	0	**0**	0	0	**0**	**0**	
1030 - 1045	0	0	**0**	0	0	**0**	**0**	
1045 - 0700	0	0	**0**	0	0	**0**	**0**	**0**
1100 - 1115	0	0	**0**	0	0	**0**	**0**	
1115 - 1130	0	0	**0**	1	0	**1**	**1**	
1130 - 1145	0	0	**0**	0	0	**0**	**0**	
1145 - 0800	0	0	**0**	0	0	**0**	**0**	**1**
1200 - 1215	0	0	**0**	0	0	**0**	**0**	
1215 - 1230	0	0	**0**	0	0	**0**	**0**	
1230 - 1245	0	0	**0**	0	0	**0**	**0**	
1245 - 0700	1	0	**1**	1	0	**1**	**2**	**2**
1300 - 1315	1	0	**1**	0	0	**0**	**1**	
1315 - 1330	0	0	**0**	1	0	**1**	**1**	
1330 - 1345	0	0	**0**	0	0	**0**	**0**	
1345 - 0800	0	0	**0**	0	0	**0**	**0**	**2**
1400 - 1415	0	0	**0**	0	0	**0**	**0**	
1415 - 1430	0	0	**0**	0	0	**0**	**0**	
1430 - 1445	0	0	**0**	0	0	**0**	**0**	
1445 - 0700	0	0	**0**	0	0	**0**	**0**	**0**
1500 - 1515	0	0	**0**	0	0	**0**	**0**	
1515 - 1530	1	0	**1**	0	0	**0**	**1**	
1530 - 1545	1	0	**1**	0	0	**0**	**1**	
1545 - 0800	1	0	**1**	0	0	**0**	**1**	**3**
1600 - 1615	2	0	**2**	2	0	**2**	**4**	
1615 - 1630	2	0	**2**	0	0	**0**	**2**	
1630 - 1645	0	0	**0**	0	0	**0**	**0**	
1645 - 0700	0	0	**0**	1	0	**1**	**1**	**7**
1700 - 1715	0	0	**0**	0	0	**0**	**0**	
1715 - 1730	2	0	**2**	0	0	**0**	**2**	
1730 - 1745	0	0	**0**	0	0	**0**	**0**	
1745 - 0800	2	0	**2**	0	0	**0**	**2**	**4**
1800 - 1815	1	0	**1**	0	0	**0**	**1**	
1815 - 1830	1	0	**1**	1	0	**1**	**2**	
1830 - 1845	2	0	**2**	2	0	**2**	**4**	
1845 - 0900	0	0	**0**	0	0	**0**	**0**	**7**
1900 - 1915	0	0	**0**	0	0	**0**	**0**	
1915 - 1930	0	0	**0**	0	0	**0**	**0**	
1930 - 1945	0	0	**0**	0	0	**0**	**0**	
1945 - 2000	2	0	**2**	0	0	**0**	**2**	**2**

Session Total	30	0	30	14	0	14	**44**
Session Average	0.54	0.00	0.54	0.25	0.00	0.25	**0.79**
Session Percentage	100.00	0.00	**68.18**	100.00	0.00	**31.82**	

Pedestrian Count || EB WB 15min

Sandy Springs, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Ped Zone 9
GA-9 Roswell Rd NE,
at Roswell Rd NE

Date
Tuesday, May 3, 2022

Lat/Long
33.985071°, -84.350583°

Click here for Map

Weather
Mostly Cloudy
76°F

0600 - 2000 (14h Session)
EB WB 15min

	Eastbound			Westbound				
TIME	Peds	P/Cycle	**Total**	Peds	P/Cycle	**Total**	**15min Total**	**60min Total**
0600 - 0615	3	0	**3**	0	0	**0**	**3**	
0615 - 0630	0	0	**0**	0	0	**0**	**0**	
0630 - 0645	3	0	**3**	0	0	**0**	**3**	
0645 - 0700	3	0	**3**	4	0	**4**	**7**	**13**
0700 - 0715	3	0	**3**	1	0	**1**	**4**	
0715 - 0730	4	0	**4**	6	0	**6**	**10**	
0730 - 0745	0	0	**0**	2	0	**2**	**2**	
0745 - 0800	1	0	**1**	2	0	**2**	**3**	**19**
0800 - 0815	1	0	**1**	0	0	**0**	**1**	
0815 - 0830	2	0	**2**	1	0	**1**	**3**	
0830 - 0845	1	0	**1**	1	0	**1**	**2**	
0845 - 0700	1	0	**1**	0	0	**0**	**1**	**7**
0900 - 0915	0	0	**0**	1	0	**1**	**1**	
0915 - 0930	1	0	**1**	1	0	**1**	**2**	
0930 - 0945	0	0	**0**	1	0	**1**	**1**	
0945 - 0800	1	0	**1**	2	0	**2**	**3**	**7**
1000 - 1015	0	0	**0**	1	0	**1**	**1**	
1015 - 1030	1	0	**1**	0	0	**0**	**1**	
1030 - 1045	0	0	**0**	1	0	**1**	**1**	
1045 - 0700	2	0	**2**	1	0	**1**	**3**	**6**
1100 - 1115	0	0	**0**	2	0	**2**	**2**	
1115 - 1130	0	0	**0**	1	0	**1**	**1**	
1130 - 1145	0	0	**0**	0	0	**0**	**0**	
1145 - 0800	0	0	**0**	0	0	**0**	**0**	**3**
1200 - 1215	0	0	**0**	0	0	**0**	**0**	
1215 - 1230	0	0	**0**	0	0	**0**	**0**	
1230 - 1245	0	0	**0**	1	0	**1**	**1**	
1245 - 0700	0	0	**0**	3	0	**3**	**3**	**4**
1300 - 1315	0	0	**0**	1	0	**1**	**1**	
1315 - 1330	0	0	**0**	1	0	**1**	**1**	
1330 - 1345	0	0	**0**	0	0	**0**	**0**	
1345 - 0800	1	0	**1**	3	0	**3**	**4**	**6**
1400 - 1415	2	0	**2**	0	0	**0**	**2**	
1415 - 1430	2	0	**2**	2	0	**2**	**4**	
1430 - 1445	2	0	**2**	0	0	**0**	**2**	
1445 - 0700	0	0	**0**	3	0	**3**	**3**	**11**
1500 - 1515	0	0	**0**	0	0	**0**	**0**	
1515 - 1530	0	0	**0**	2	0	**2**	**2**	
1530 - 1545	2	0	**2**	0	0	**0**	**2**	
1545 - 0800	2	0	**2**	3	0	**3**	**5**	**9**
1600 - 1615	1	0	**1**	3	0	**3**	**4**	
1615 - 1630	1	0	**1**	1	0	**1**	**2**	
1630 - 1645	0	0	**0**	0	0	**0**	**0**	
1645 - 0700	1	0	**1**	2	0	**2**	**3**	**9**
1700 - 1715	0	0	**0**	1	0	**1**	**1**	
1715 - 1730	0	0	**0**	1	0	**1**	**1**	
1730 - 1745	1	0	**1**	0	0	**0**	**1**	
1745 - 0800	3	0	**3**	2	0	**2**	**5**	**8**
1800 - 1815	2	0	**2**	4	0	**4**	**6**	
1815 - 1830	0	0	**0**	1	0	**1**	**1**	
1830 - 1845	3	0	**3**	2	0	**2**	**5**	
1845 - 0900	1	0	**1**	1	0	**1**	**2**	**14**
1900 - 1915	0	0	**0**	0	0	**0**	**0**	
1915 - 1930	0	0	**0**	1	0	**1**	**1**	
1930 - 1945	0	0	**0**	1	0	**1**	**1**	
1945 - 2000	3	0	**3**	1	0	**1**	**4**	**6**

Session Total	54	0	54	68	0	68	**122**
Session Average	0.96	0.00	0.96	1.21	0.00	1.21	**2.18**
Session Percentage	100.00	0.00	**44.26**	100.00	0.00	**55.74**	

Pedestrian Count || EB WB 15min

Sandy Springs, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Ped Zone 10
GA-9 Roswell Rd NE,
at Driveway

Date
Tuesday, May 3, 2022

Lat/Long
33.909895°, -84.378858°

Click here for Map

Weather
Mostly Cloudy
76°F

0600 - 2000 (14h Session)
EB WB 15min

	Eastbound			Westbound				
TIME	Peds	P/Cycle	**Total**	Peds	P/Cycle	**Total**	**15min Total**	**60min Total**
0600 - 0615	0	0	**0**	0	0	**0**	**0**	
0615 - 0630	0	0	**0**	1	0	**1**	**1**	
0630 - 0645	0	0	**0**	4	0	**4**	**4**	
0645 - 0700	0	0	**0**	0	0	**0**	**0**	**5**
0700 - 0715	0	0	**0**	0	0	**0**	**0**	
0715 - 0730	0	0	**0**	0	0	**0**	**0**	
0730 - 0745	0	0	**0**	0	0	**0**	**0**	
0745 - 0800	0	0	**0**	0	0	**0**	**0**	**0**
0800 - 0815	0	0	**0**	0	0	**0**	**0**	
0815 - 0830	0	0	**0**	0	0	**0**	**0**	
0830 - 0845	0	0	**0**	0	0	**0**	**0**	
0845 - 0700	0	0	**0**	0	0	**0**	**0**	**0**
0900 - 0915	0	0	**0**	1	0	**1**	**1**	
0915 - 0930	1	0	**1**	0	0	**0**	**1**	
0930 - 0945	0	0	**0**	0	0	**0**	**0**	
0945 - 0800	0	0	**0**	0	0	**0**	**0**	**2**
1000 - 1015	0	0	**0**	0	0	**0**	**0**	
1015 - 1030	1	0	**1**	2	0	**2**	**3**	
1030 - 1045	0	0	**0**	0	0	**0**	**0**	
1045 - 0700	0	1	**1**	0	0	**0**	**1**	**4**
1100 - 1115	0	0	**0**	1	0	**1**	**1**	
1115 - 1130	0	0	**0**	0	0	**0**	**0**	
1130 - 1145	0	0	**0**	0	0	**0**	**0**	
1145 - 0800	0	0	**0**	0	0	**0**	**0**	**1**
1200 - 1215	0	0	**0**	0	0	**0**	**0**	
1215 - 1230	0	0	**0**	1	0	**1**	**1**	
1230 - 1245	0	0	**0**	0	0	**0**	**0**	
1245 - 0700	0	0	**0**	0	0	**0**	**0**	**1**
1300 - 1315	0	0	**0**	0	0	**0**	**0**	
1315 - 1330	0	0	**0**	0	0	**0**	**0**	
1330 - 1345	0	0	**0**	0	0	**0**	**0**	
1345 - 0800	0	0	**0**	0	0	**0**	**0**	**0**
1400 - 1415	0	0	**0**	0	0	**0**	**0**	
1415 - 1430	0	0	**0**	0	0	**0**	**0**	
1430 - 1445	1	0	**1**	1	0	**1**	**2**	
1445 - 0700	0	0	**0**	0	0	**0**	**0**	**2**
1500 - 1515	0	0	**0**	0	0	**0**	**0**	
1515 - 1530	0	0	**0**	0	0	**0**	**0**	
1530 - 1545	0	0	**0**	0	0	**0**	**0**	
1545 - 0800	0	0	**0**	0	0	**0**	**0**	**0**
1600 - 1615	0	0	**0**	0	0	**0**	**0**	
1615 - 1630	0	0	**0**	0	0	**0**	**0**	
1630 - 1645	0	0	**0**	0	0	**0**	**0**	
1645 - 0700	0	0	**0**	0	0	**0**	**0**	**0**
1700 - 1715	0	0	**0**	0	0	**0**	**0**	
1715 - 1730	0	0	**0**	0	0	**0**	**0**	
1730 - 1745	0	0	**0**	0	0	**0**	**0**	
1745 - 0800	0	0	**0**	0	0	**0**	**0**	**0**
1800 - 1815	0	0	**0**	0	0	**0**	**0**	
1815 - 1830	0	0	**0**	2	0	**2**	**2**	
1830 - 1845	0	0	**0**	0	0	**0**	**0**	
1845 - 0900	0	0	**0**	0	0	**0**	**0**	**2**
1900 - 1915	0	0	**0**	0	0	**0**	**0**	
1915 - 1930	0	0	**0**	0	0	**0**	**0**	
1930 - 1945	0	0	**0**	0	0	**0**	**0**	
1945 - 2000	0	0	**0**	0	0	**0**	**0**	**0**

Session Total	3	1	4	13	0	13	**17**	
Session Average	0.05	0.02	0.07	0.23	0.00	0.23	**0.30**	
Session Percentage	75.00	25.00	**23.53**	100.00	0.00	**76.47**		

PEDESTRIAN SIGNAL WARRANT ANALYSIS

Time Period	**Segment Total **** between Northwood Drand El Taco Veloz
6:00 AM to 7:00 AM	20
7:00 AM to 8:00 AM	28
8:00 AM to 9:00 AM	12
9:00 AM to 10:00 AM	9
10:00 AM to 11:00 AM	10
11:00 AM to 12 noon	5
12:00 noon to 1:00 PM	7
1:00 PM to 2:00 PM	8
2:00 PM to 3:00 PM	13
3:00 PM to 4:00 PM	12
4:00 PM to 5:00 PM	16
5:00 PM to 6:00 PM	12
6:00 PM to 7:00 PM	23
7:00 PM to 8:00 PM	8
Max Hourly Xings	28
Roswell Rd Speed Limit	35 MPH
Xing Distance	
Roswell Rd Volume	> 1500 vph
Xing Threshold for PHB	20
PHB warrant met?	YES
MARTA Bus Stops	902699; 906290
Peak Hour Total Ons/Offs	50

** Represents the total of Zone 7, 9, and 10 Pedestrian Counts

ATTACHMENT 3

SANDY SPRINGS
GEORGIA

Roswell Road Transit and Streetscape Improvements
Public Open House

Thank you for attending the Public Information Open House for the Roswell Road Transit and Streetscape Improvements.

The purpose of this meeting is to provide the public an opportunity to provide input on the proposed improvements in affiliation with this project.

City of Sandy Springs representatives will be available this evening to discuss this project in detail as well as proposed locations.

You can provide your comments by Friday, September 16 using any of the following formats:

- Provide your comment card to a staff member before you leave tonight's meeting.
- Online at: http://spr.gs/roswellroad
- Mail in your comment card to Jesus Sanchez of Sandy Springs, Public Works, 1 Galambos Way, Sandy Springs, Georgia 30328.

Again, thank you for attending. Your input is greatly appreciated. If you should have any questions or need additional information, please email jsanchez@SandySpringsga.gov

SANDY SPRINGS
GEORGIA

Roswell Road Transit and Streetscape Improvements Public Meeting Comment Card

August 18, 2022

Please print responses.

Name _____

Address _____

_____

_____

Please share your specific feedback via the survey at: http://spr.gs/roswellroad

General Comments: _____

_____

_____

_____

_____

_____

_____

_____

_____

How did you hear about this Open House? (check) ☐ ***Newspaper*** ☐ ***Signs*** ☐ ***Sandy Springs Website***

☐ ***Word of Mouth*** ☐ ***Social Media*** ☐ ***Other*** _____

Was the location of the Open House convenient for you to attend? ☐ **Yes** ☐ **No**

If no, please suggest a general location that is more convenient to your community.

_____

Was the time of the meeting convenient for you to attend? ☐ **Yes** ☐ **No**

If no, please suggest a time frame that is more convenient for you. _____

Were your questions answered by Sandy Springs representatives? ☐ **Yes** ☐ **No**

Do you understand the City's plans for the future after attending this meeting? ☐ **Yes** ☐ **No**

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GEORGIA

Roswell Road Transit and Streetscape Improvements Public Meeting - August 18, 2022

Name	Address	Email
[illegible]	211 Sandy circle	williamstroy68@yahoo.com
Ted Davis	5230 Green Oak Court	tdavis@ktslaw.com
Erin Jamal	242 Manting Lane	erinjamal90@gmail.com
Josette Marshall	5301 Glenridge Dr.	j3h2010@gmail.com
Janet McCleskey	4590 Northside DR	[illegible]sh2525@aol.com
EMMANUEL CARRIER	5155 VERNON SPRINGS TRL	emmanuelcarrier@hotmail.com
Jim Dickert	5645 Glen Errol Rd	n/a
RONDA SMITH	76 LONG ISLAND PL SS 30328	president@sandyspringscouncil.org
Gemma Patel	495 Franklin Rd Atlanta GA 30342	gemmakpatel@gmail.com

PLEASE PRINT CLEARLY

SANDY SPRINGS™

GEORGIA

Roswell Road Transit and Streetscape Improvements Public Meeting - August 18, 2022		
Name	**Address**	**Email**
Theodore Davis III	5230 Green Oak Court	theodorehdavisiii@gmail.com
MICHAEL ZALANTS	2004 Wheaton Way	mzalante yahoo.com
Susan MAZAR	5350 Timber Trail	susmaz@aol.com
Xavier Jamal	242 Meeting Lane	xavierjamal1@gmail.com
Vladimir Shklovsky	4530 Jolyn Pl	pondinabottle@gmail.com
Brent Schwieder	5555 Roswell RD	Schwieger comcastnet
Joya Goolsby	9465 Huntcliff Trace	joyceagoolsby@
DOUG FALCIELLA	5925 BROOKGREEN	DMR3@JUNO.com
Ethan Carrier	5155 Vernon Springs Trl NW	ethannamcarrier2021@gmail.com

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SANDY SPRINGS™

GEORGIA

Roswell Road Transit and Streetscape Improvements Public Meeting - August ~~18~~ 25, 2022		
Name	**Address**	**Email**
Bob Pepalis	Sandy Springs Reporter	bob@springspublishing.com
Celia Crespo	Sandisprins	
Robert Nelson	145 NORTHWOOD DR	WILLANT156@AOL.COM
Honorm Bulu	145 Northwood Dr 116	
eufemia Calvillo		
Eugenia Calvillo	ciudad de Sandy.	
Carmen Santiago	145 ~~Rodfoo~~ Northwood Dr	csantiago070@gmail.com

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SANDY SPRINGS™

GEORGIA

Roswell Road Transit and Streetscape Improvements Public Meeting - August ~~18~~ 25, 2022		
Name	**Address**	**Email**
Gemma Patel	495 Franklin Rd 30342	gemmakpatel@gmail.com
Adriana Espaul	201 Northwood DR Apt GG 30342	adrianaespaul404417035@gmail.com

PLEASE PRINT CLEARLY

SANDY SPRINGS
GEORGIA

October 1, 2022

Re: Responses to Open House Comments for Sandy Springs Project T-0019
Roswell Rd/SR 9 Transit and Streetscape Improvements

Thank you for your comments concerning the proposed project referenced above. We appreciate your participation and the input that was received as a result of the *August 18, 2022 Public Information Open House* (open house), August 25 Community Assistance Center (CAC) Community Meeting, and *Virtual Public Information Open House* (VPIOH). Every written comment received is hereby made part of this Project's record.

A total of 18 people attended the in-person open house at City Hall and 9 attended the CAC community meeting, and 553 people viewed the VPIOH website.

The attendees of the open house and those persons submitting comments within the comment period raised the following questions, suggestions, and/or concerns. The City of Sandy Springs has prepared this response memo to address all comments received so that everyone can be aware of the questions raised and the City's responses. Please find the comments summarized below (in *italics*) followed by our response.

1. *Bus stop shelter to be built beside Crème de la Crème daycare should be large enough to block sun + rain, not their tiny ones. You should build the proposed crosswalk between Windsor and long island. That is a big hill very hard for pedestrians to walk to an existing crossing. Plus more crosswalks will encourage long distance drivers to use 400 instead of Roswell. Add bollards to protect Creme day care - multiple cars going north miss the bend and drive at full speed into the daycare parking lot where they can murder kids.*

   Response: Bus stop shelters have been coordinated with MARTA and will be installed to their current standards (April 2021). Proposed crosswalk between Windsor and Long Island requires an additional engineering study.

2. *Project will be helpful for people who cannot afford a car. I do not really see why the project is broken into 3 phases. Why it cannot be done in 1 phase.*

   Response: The project is proposed to be broken down into 3 phases in order to more practically manage the design and construction. At the public meeting, it was indicated that the priority order will progress from the southern phase to the northern phase. That was based on which phases are anticipated to be able to be designed and permitted the soonest based on the concept layout as shown. However, design, right of way acquisition, and permitting will begin for the entire corridor at the same time. The order of construction of the phases will be based on completion of those efforts.

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3. *I attended the open house on Aug 18. As a homeowner in the City Springs district (Atwater subdivision), I look forward to improvement in aesthetics on that stretch of Roswell Rd. (The transit aspects are secondary to me). Anything will be an improvement on the "phase 3" portion. However, the idea of a "signalled" pedestrian crosswalk just south of I-285 is almost ludicrous. The traffic volume (and congestion) on that portion of Roswell Rd is currently very high. Adding a crosswalk that will periodically stop traffic will be nightmarish for drivers. Expect folks "to contact their congressman" on that blunder! The signalled crosswalk works okay farther down Roswell Rd near Fountain Oaks plaza. However, the traffic volume is less, in addition to other factors. If a pedestrian crossing is essential for phase 3 (i.e. to obtain FTA funding), consider a pedestrian bridge or other alternatives. Also, include much landscaping on phase 3 to visually shield the eyesores of businesses.*

   Response: The proposed signal would be two-phase (i.e. the pedestrian crossing of SB Roswell Road does not require NB Roswell Road traffic to be stopped, and vice versa). The median provides refuge between the pedestrian crossing phases. A pedestrian bridge would be cost prohibitive and impactful to property. ADA compliance requires significant costs and property footprint to build ramps/elevators. The pedestrian signal could be timed appropriately to sync with phasing of the signal at the I-285/Roswell Rd intersection to the north. The signalized crosswalk location requires permitting with GDOT, including satisfying GDOT requirements for traffic operations and placement relative to the intersection.

4. *There are more pedestrians illegally crossing Roswell Rd in the phase 3 section due to a lack of sidewalks/crosswalks. It seems dangerous. In my opinion, this area should be considered for updates before phase 1. There is a lot more housing in this condensed area than there is further south; therefore, resulting in more walkability.*

   Response: The concern is noted. Please see the response to Item #2 regarding project phasing above.

5. *Sidewalks on both sides of the road are important. Windsor parkway to forest hills drive sidewalk is dangerous because it's so close to the road and there is no curb there. Would love to see some greenery islands in the middle of the road in some places, would bring a nicer feel to the very urban road.*

   Response: Landscaping will be evaluated based on available space within medians and buffers between curb and sidewalk. Please note that landscaping is required to meet certain standards for height and placement to ensure that driver and pedestrian sight lines are not obscured.

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GEORGIA

6. *Great concepts. Would love to see more landscaping.*

   Response: Landscaping will be evaluated based on available space within medians and buffers between curb and sidewalk. Please note that landscaping is required to meet certain standards for height and placement to ensure that driver and pedestrian sight lines are not obscured.

7. *there need to be actual bays for buses (MARTA and others) to pull into when pulling up to a stop. they are kept out of the way of traffic and passengers can safely get on board. the side lane a bus could pull in to will help with flow of traffic and cars.*

   Response: Bus bays are beyond the scope of funding and purpose of this project.

8. *Great start! Medians and sidewalks are needed all along Roswell Road. Anything to prevent left hand turns when not at a traffic light should be design priority.*

   Response: These concerns are noted. The priority for the current project is for pedestrian access to transit services. The proposed sidewalks and medians support that priority.

9. *The mid-block crossing below I-285 needs to be a split crossing with separate signalized crossings, preferably linked to the traffic signals directly north and south of the crossing. Not only would this help to minimize the impact on traffic, this would also be a safer alternative compared to the single mid-block crossing by both providing a safety island in the middle and not forcing pedestrians to make a mad dash across the crossing in case they arrive near the end of the signal.*

   Across from the Fountain Oaks shopping center for the property owned by Belle Isle Square Assoc LLC, the southernmost entry/exit point needs to have its markers moved forward. As currently constructed, it is exceedingly dangerous for any cars exiting at that point because the line of sight towards oncoming traffic is heavily obstructed.

   For the properties owned by Abbbco Ventures LLC, instead of having multiple "right in, right out" access points, one of those points should be closed entirely, preferably the one right by the north part of Starbucks. The area would still have a sufficient number of access points, and the one in question is not easy to use due to the parking space arrangements and the lane design around Starbucks.

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While multiple traffic lights have been marked for signal timing modifications, the Roswell-Glenridge signal should be among them. More specifically, it should be more responsive towards traffic conditions and shorten specific signals when needed, particularly the southbound Roswell turn signal onto Glenridge, as the light often lasts much longer than is needed.

Response: The proposed signal would be two-phase (i.e. the pedestrian crossing of SB Roswell Road does not require NB Roswell Road traffic to be stopped, and vice versa). The median provides refuge between the pedestrian crossing phases. The pedestrian signal could be timed appropriately to sync with phasing of the signal at the I-285/Roswell Rd intersection to the north. The signalized crosswalk location requires permitting with GDOT, including satisfying GDOT requirements for traffic operations and placement relative to the intersection.

The Fountain Oaks shopping center area will be reviewed for improvement to the sight distance conditions. The proposed project is expected to improve this condition because the over-growth would be cleared and graded flat for the sidewalk.

Driveway configurations will continue to be evaluated with the final design and through coordination with property owners.

Roswell Rd-Glenridge Drive intersection improvements are beyond the scope of this project. The comment regarding signal timing and responsiveness to traffic volumes will be passed along to City of Sandy Springs Transportation Management Center (TMC) staff.

Again, thank you for your comments. Should you have further questions or comments, please contact the City of Sandy Springs project manager, David Sustaita, at DSustaita@SandySpringsga.gov.

ATTACHMENT 4

Kimley»Horn

MEMORANDUM

To: W. Wesley Waters, P.E.
David Sustaida
City of Sandy Springs

From: Mike Rushing, P.E.
Jerome Sin, P.E.
Kimley-Horn

Date: October 27, 2022

Subject: T0019 Roswell Road Transit Access Project
Sandy Springs, GA
Concept Design Alternatives Analysis

Kimley-Horn and Associates, Inc. was retained by the City of Sandy Springs (City) to provide professional engineering services for the Roswell Road Transit Access project. The purpose of the project is to complete the pedestrian network that serves Metropolitan Atlanta Rapid Transit Authority (MARTA) Bus Route 5 and to provide total walk-up access to transit elements along Roswell Road (SR 9) in southern Sandy Springs, Georgia.

Due to the length of the project, alternatives analysis focused on six key locations along the corridor, highlighted in markups delivered by the City on January 4, 2022, and identified as Segments A through F. At each of these locations, alternatives were examined that balance the intent of the *Roswell Road Small Area Plan* with construction costs and right-of-way implications, including impacts to commercial parking spaces. As a foundation for the design, The *Roswell Road Small Area Plan* proposed shoulder cross-sectional areas that include a 5-ft tree lawn and a 6-ft sidewalk, highlighted in **Attachment A**. One working assumption is that the cross-sectional areas include edge of pavement treatments, either in the form of a 30-in curb and gutter, which is the preferred design to aid in stormwater drainage and increase the buffer between vehicles and pedestrians, or a 6-in header curb.

Throughout the Concept Design phase, the project team visited the corridor on multiple occasions and regularly engaged with City staff to produce several iterations of the project design. The purpose of this memo is to aid the City in its evaluation of pursuing preferred alternatives in the context of the entire project as it progresses to the Preliminary Design phase.

Segment A

Segment A is located on Roswell Road from Meadowbrook Drive to Windsor Parkway and is approximately 450-ft long. Alternatives include a 5-ft concrete median at Old Windsor Parkway or no concrete median, and a sidewalk along the west side of Roswell Road. The design characteristics of the three alternatives are shown in **Attachment B** and are as follows:

Alternative 1

- 0-ft to 2-ft grass buffer
- 6-ft sidewalk
- 30-in curb and gutter
- 5-ft raised median

Alternative 2

- 5-ft grass buffer
- 8-ft sidewalk
- 30-in curb and gutter
- 5-ft raised median

Alternative 3

- 2-ft grass buffer
- 6-ft sidewalk
- 30-in curb and gutter

In Segment A, the design team has selected Alternative 1 due to its smaller design footprint and subsequent reduced construction costs and right-of-way impacts, while maintaining a minimum 6-ft sidewalk. In addition, this alternative minimizes existing utility poles relocations.

Segment B

Segment B is located along the east side of Roswell Road between Hedden Street and 350-ft north of Mystic Place and is approximately 1,150-ft long. The alternatives include varying grass buffer and sidewalk widths versus a standard 5-grass buffer and 8-ft sidewalk along both sides of Roswell Road in this area. The design characteristics of the two alternatives are shown in **Attachment B** and are as follows:

Alternative 1

- West side
  - 2-ft to 5-ft grass buffer
  - 6-ft to 8-ft sidewalk
  - 30-in curb and gutter
- East side
  - 2-ft to 4-ft grass buffer
  - 6-ft to 8-ft sidewalk
  - 30-in curb and gutter

Alternative 2

- 5-ft grass buffer
- 8-ft sidewalk
- 30-in curb and gutter

In Segment B, the design team has selected Alternative 1 due to its smaller design footprint and subsequent reduced construction costs and right-of-way impacts, while maintaining a minimum 6-ft sidewalk. As this segment fronts multiple commercial properties, the smaller design footprint also minimizes parking space displacements and required right-of-way.

Segment C

Segment C is located along the east side of Roswell Road, between Franklin Road, fronting the property of 4883 Roswell Road (Sovereign Place LLC), to the north property line and is approximately 870-ft long. The design characteristics of the two alternatives are shown in **Attachment B** and are as follows:

Alternative 1

- 0-ft to 2-ft grass buffer
- 6-ft to 8-ft sidewalk
- 30-in curb and gutter
- Turndown sidewalk

Alternative 2

- 5-ft grass buffer
- 8-ft sidewalk
- 30-in curb and gutter
- Turndown sidewalk

In Segment C, the design team has selected Alternative 1 due to its smaller design footprint and subsequent reduced construction costs and right-of-way impacts, while maintaining a minimum 6-ft sidewalk. In addition, this alternative minimizes existing decorative fence relocations.

Segment D

Segment D is located along the east side of Roswell Road from Forest Hills Drive to approximately 325-ft north of Forest Hills Drive and is approximately 325-ft long. The alternatives include a turndown sidewalk with guardrail over the curb line versus a parapet wall. The design characteristics of the two alternatives are shown in **Attachment B** and are as follows:

Alternative 1

- 2-ft grass buffer
- 8-ft sidewalk
- 30-in curb and gutter
- Guardrail
- Turndown sidewalk

Alternative 2

- 2-ft grass buffer
- 8-ft sidewalk
- 30-in curb and gutter
- Parapet wall and guardrail

In Segment D, the design team has selected Alternative 1 due to the reduced construction costs of installing a turndown sidewalk with a guardrail versus a parapet wall. This segment is ideal for a turndown sidewalk as the grade differential between the proposed sidewalk elevation and the existing ground is minimal and there are no existing driveways or MARTA bus stops along the length of the turndown sidewalk. The project footprint for both alternatives is similar.

Segment E

Segment E is located along the east side of Roswell Road, north of Beachland Drive along the Kirsten Webster Realty LLC property and is approximately 235-ft long. The alternatives include a turndown sidewalk with guardrail over the curb line versus a parapet wall. The design characteristics of the two alternatives are shown in **Attachment B** and are as follows:

Alternative 1

- 2-ft grass buffer
- 8-ft sidewalk
- 30-in curb and gutter
- Guardrail
- Turndown sidewalk

Alternative 2

- 2-ft grass buffer
- 8-ft sidewalk
- 30-in curb and gutter
- Parapet wall and guardrail

In Segment E, the design team has selected Alternative 1 due to the reduced construction costs of installing a turndown sidewalk with a guardrail versus a parapet wall. This segment is ideal for a turndown sidewalk as the grade differential between the proposed sidewalk elevation and the existing ground is minimal and there are no existing driveways or MARTA bus stops along the length of the turndown sidewalk. The project footprint for both alternatives is similar.

Segment F

Segment F is located at the northeast corner of Roswell Road and Lake Placid Drive and is approximately 235-ft long. Alternatives 1 and 2 include a concrete median and accommodates a bus shelter per MARTA bus stop relocation plans; Alternative 2 includes a U-turn eyebrow to accommodate passenger vehicles; Alternative 3 does not include a concrete median and cannot accommodate a bus shelter or bus stop. The design characteristics of the alternatives are shown in **Attachment B** and are as follows:

Alternative 1

- 2-ft grass buffer
- 6-ft sidewalk
- 6-in header curb
- 5-ft raised median
- Parapet wall

Alternative 2

- 2-ft grass buffer
- 6-ft sidewalk
- 30-in curb and gutter
- 5-ft raised median
- U-turn eyebrow to accommodate passenger vehicles
- Parapet wall

Alternative 3

- 2-ft grass buffer
- 6-ft sidewalk
- 30-in curb and gutter
- Guardrail
- Turndown sidewalk

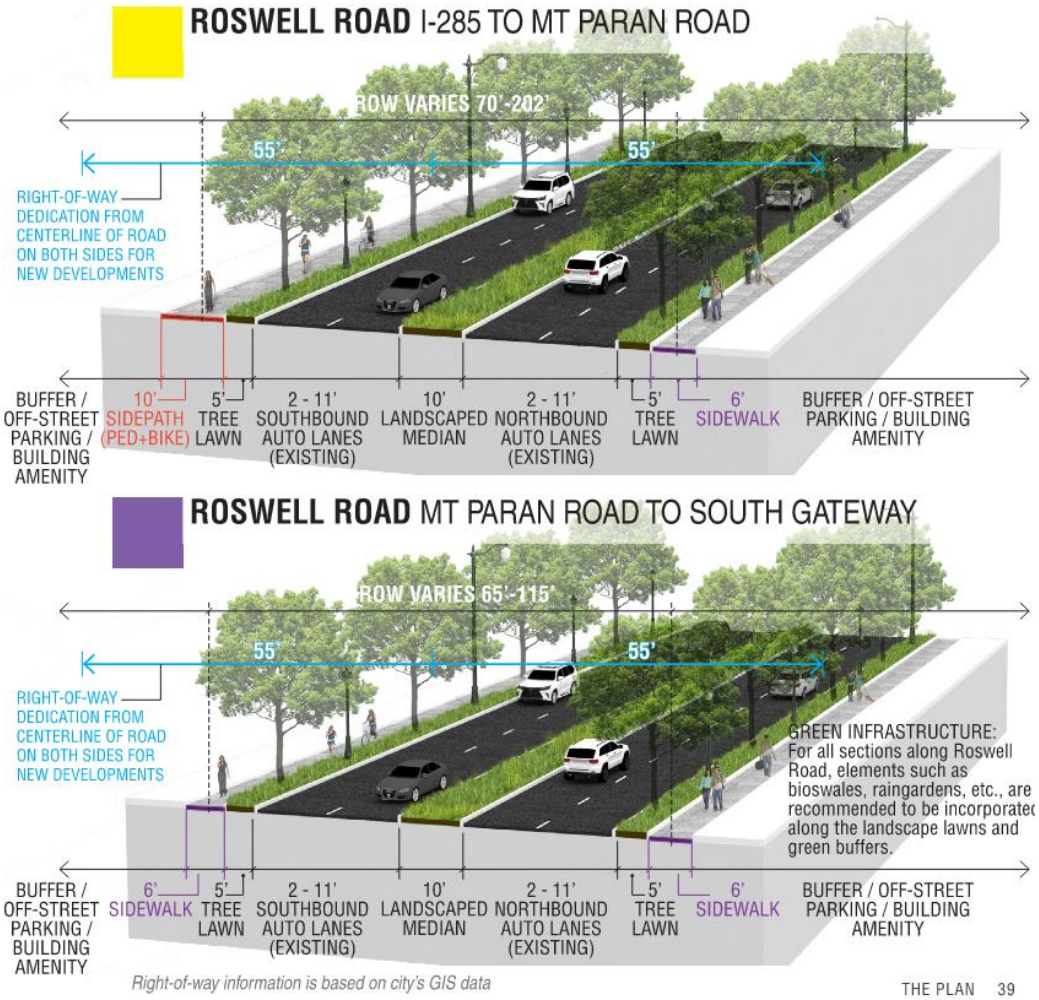
In Segment F, the design team has selected Alternative 1 due to its smaller design footprint and subsequent reduced construction costs and right-of-way impacts. In addition, the impacts to the existing signal infrastructure are reduced as the existing signal strain poles may be retained. While U-turns are not accommodated, vehicles may access both Parcels 60 and 61 through an inter-parcel connection in the rear of the properties.

Attachments

The following attachments are included in supplement to this memorandum:

A. Project Location Map
B. Alternative Design Displays

Attachment A



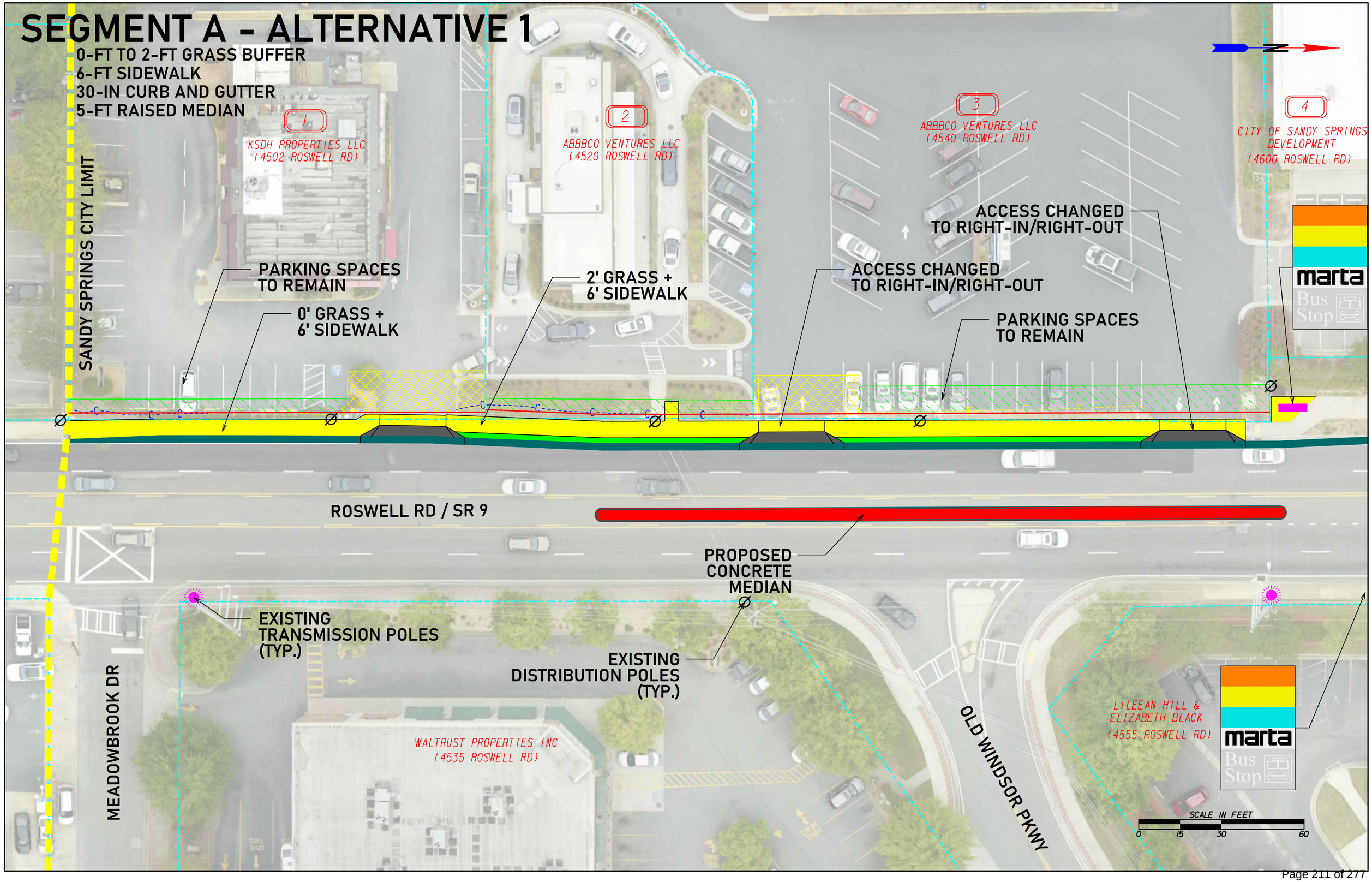
Roswell Road Small Area Plan, February 2017

Attachment B

Legend

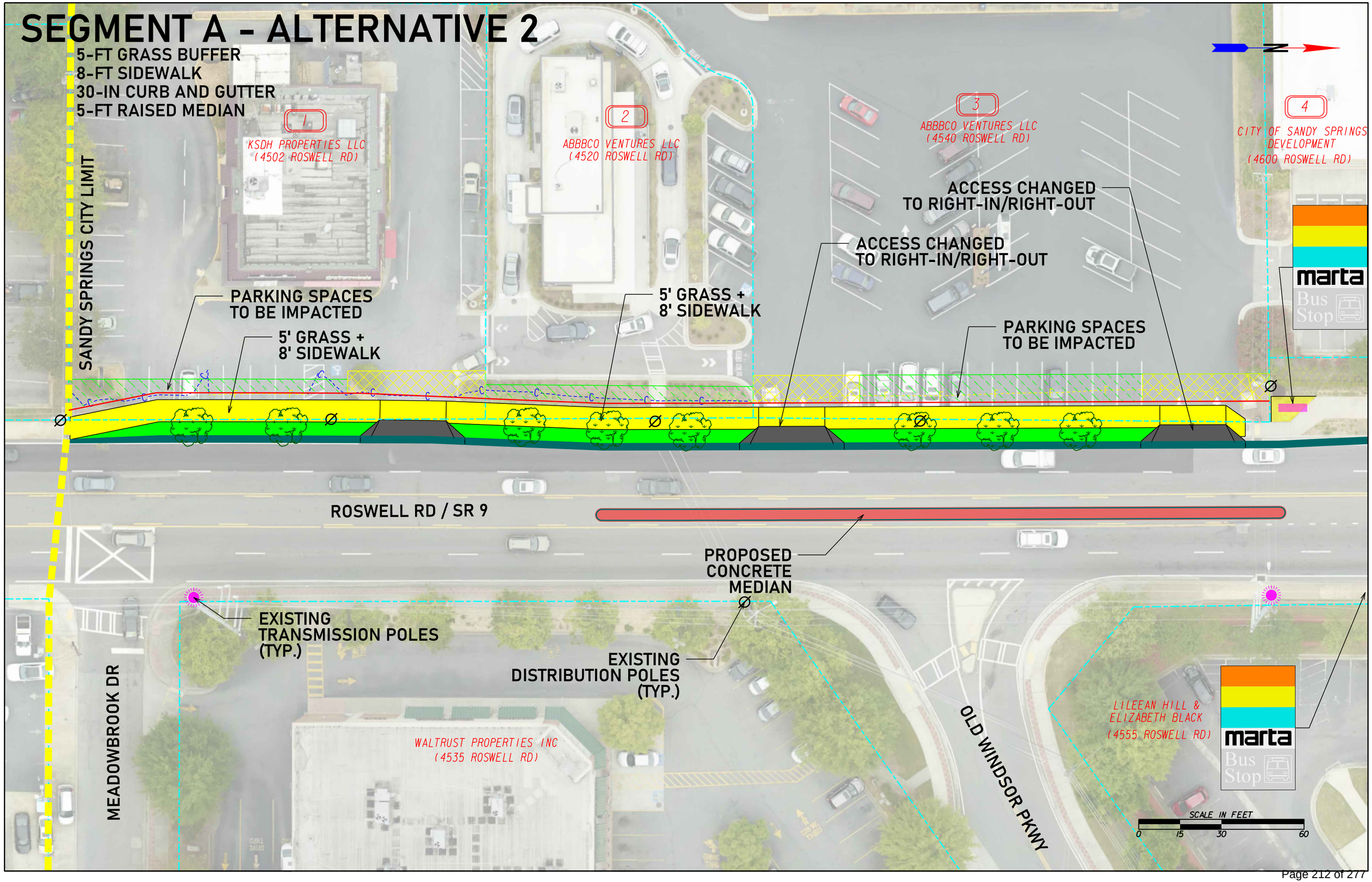
SEGMENT A - ALTERNATIVE 1

0-FT TO 2-FT GRASS BUFFER
6-FT SIDEWALK
30-IN CURB AND GUTTER
5-FT RAISED MEDIAN

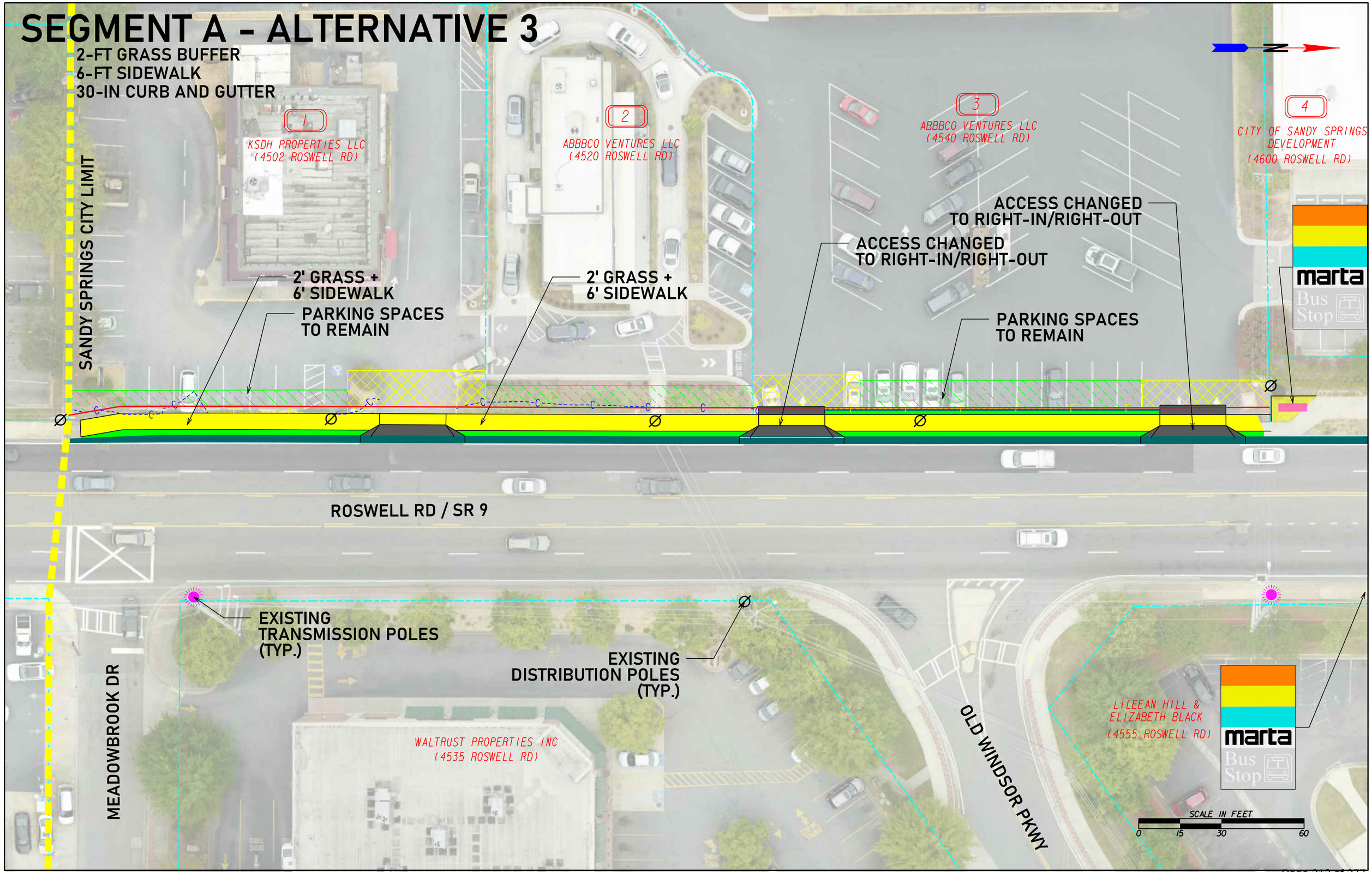


SEGMENT A - ALTERNATIVE 2

5-FT GRASS BUFFER
8-FT SIDEWALK
30-IN CURB AND GUTTER
5-FT RAISED MEDIAN



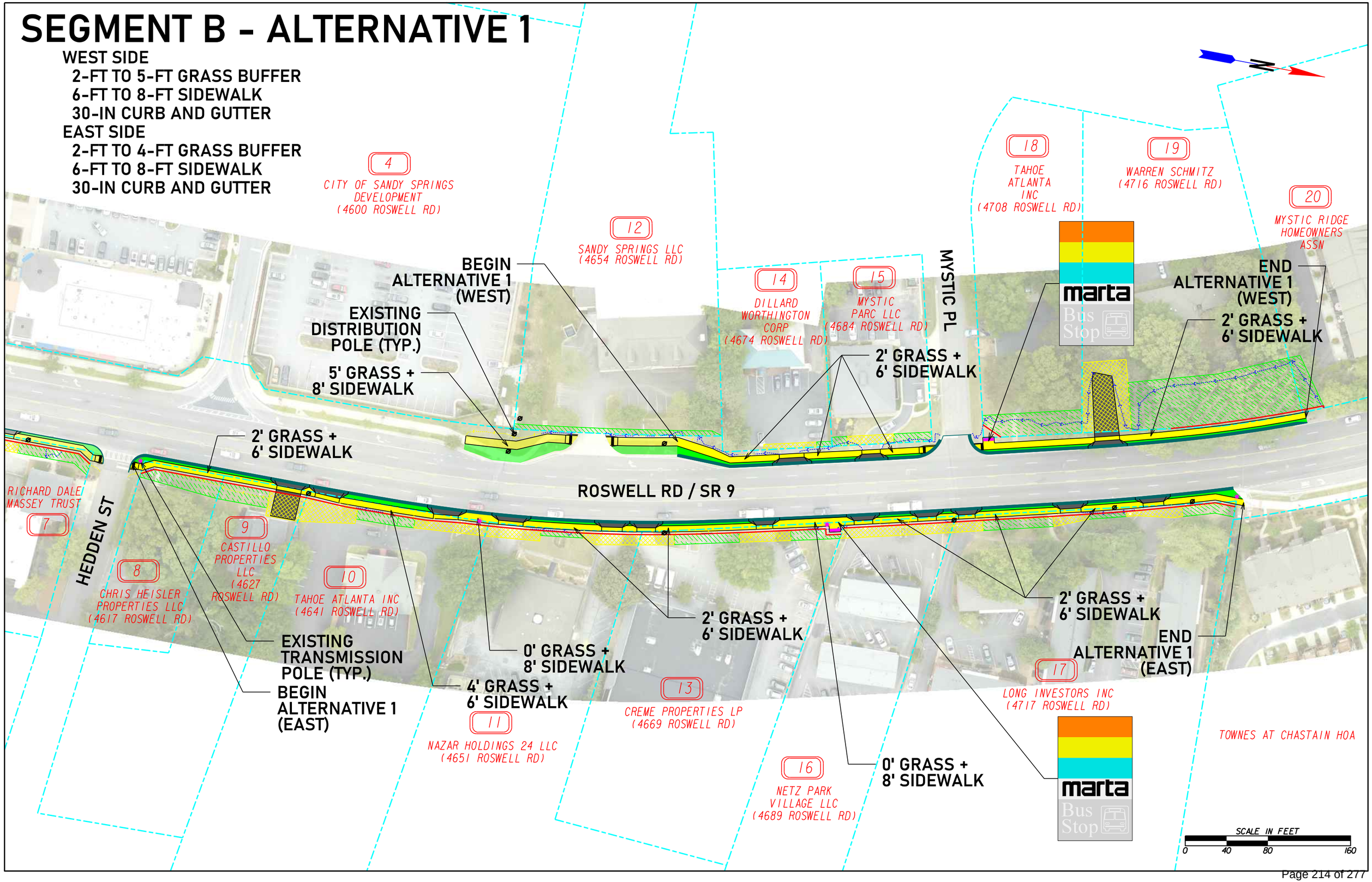
SEGMENT A - ALTERNATIVE 3



SEGMENT B - ALTERNATIVE 1

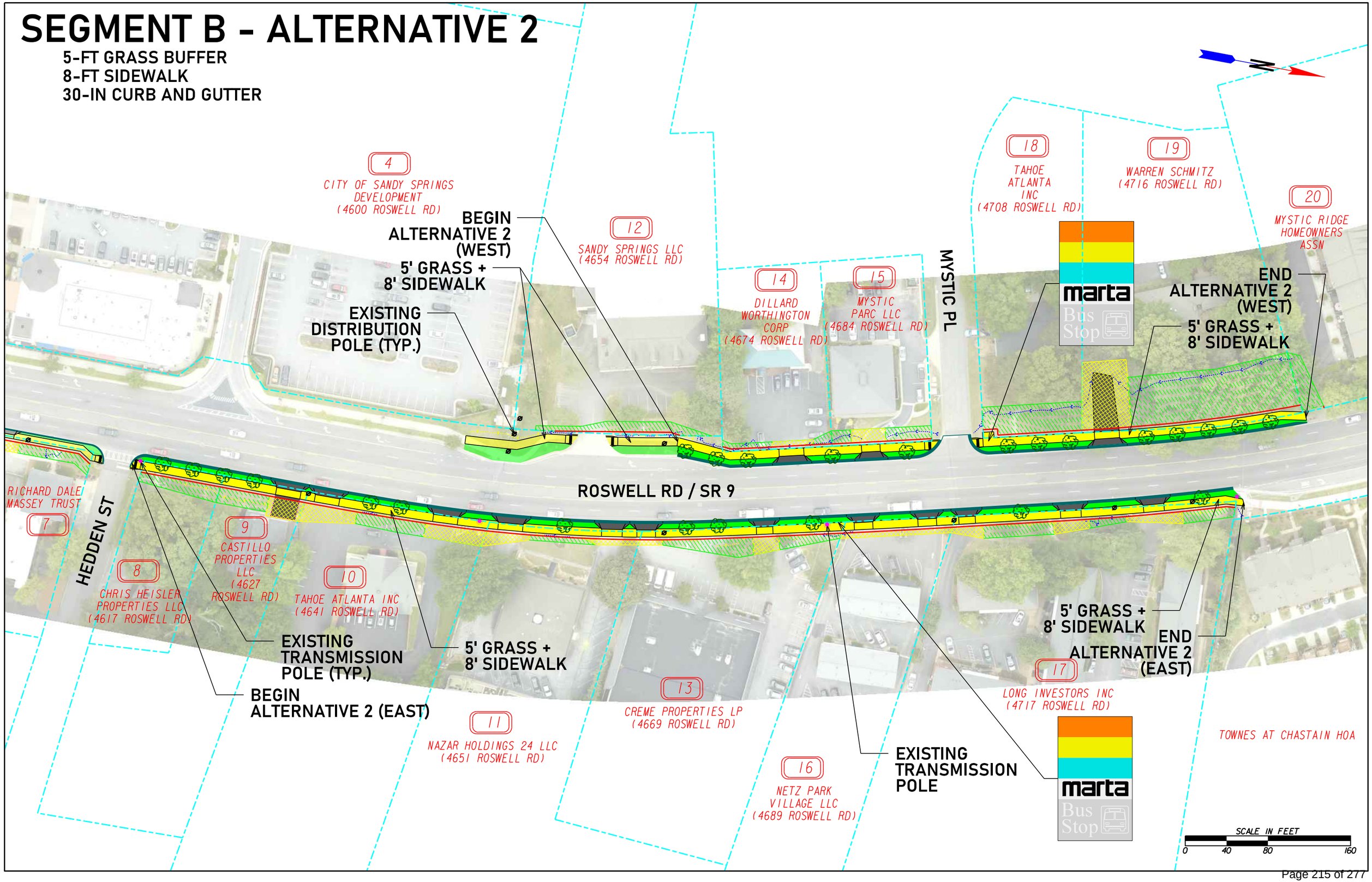
WEST SIDE
- 2-FT TO 5-FT GRASS BUFFER
- 6-FT TO 8-FT SIDEWALK
- 30-IN CURB AND GUTTER

EAST SIDE
- 2-FT TO 4-FT GRASS BUFFER
- 6-FT TO 8-FT SIDEWALK
- 30-IN CURB AND GUTTER



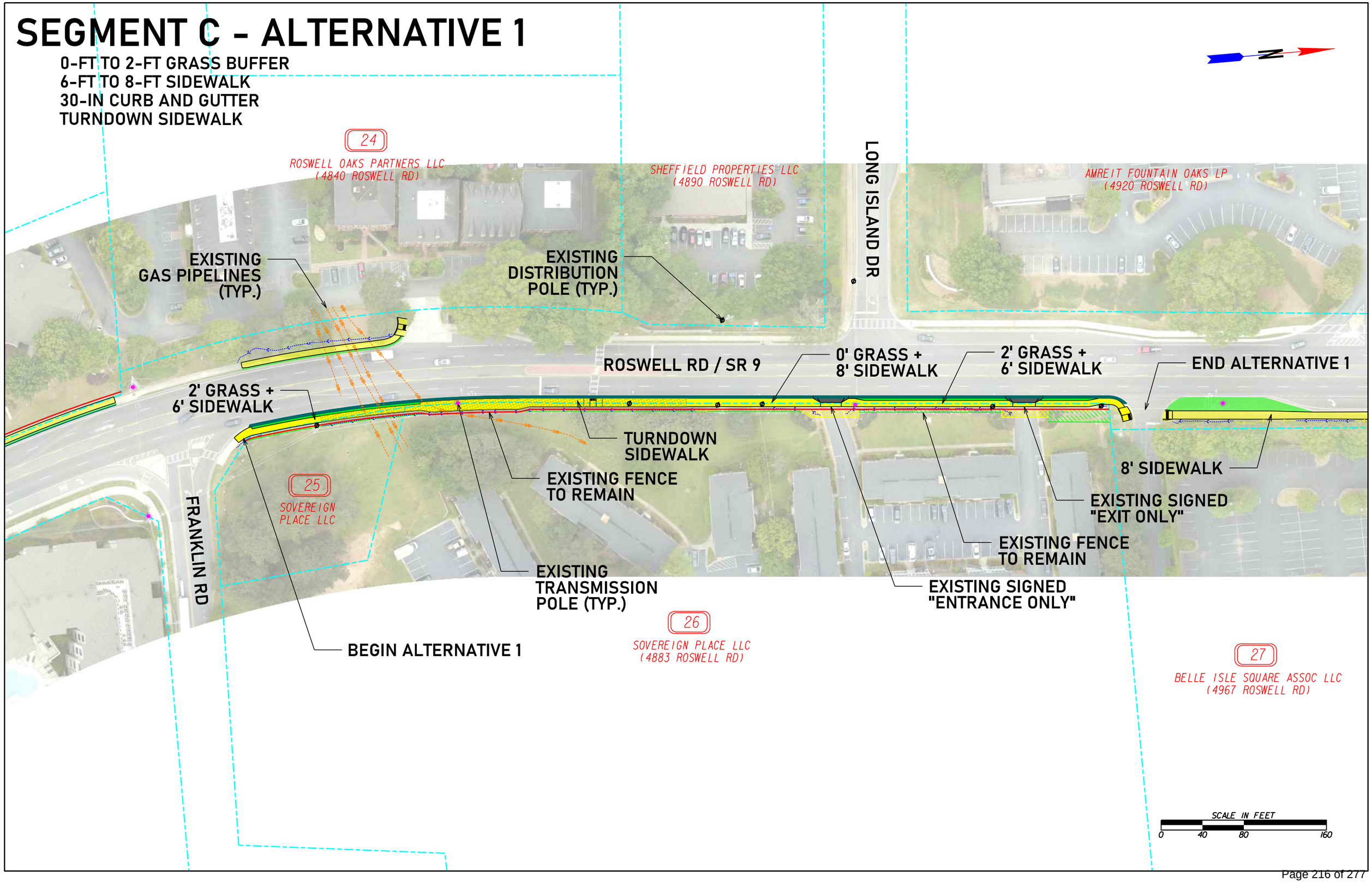
SEGMENT B - ALTERNATIVE 2

5-FT GRASS BUFFER
8-FT SIDEWALK
30-IN CURB AND GUTTER



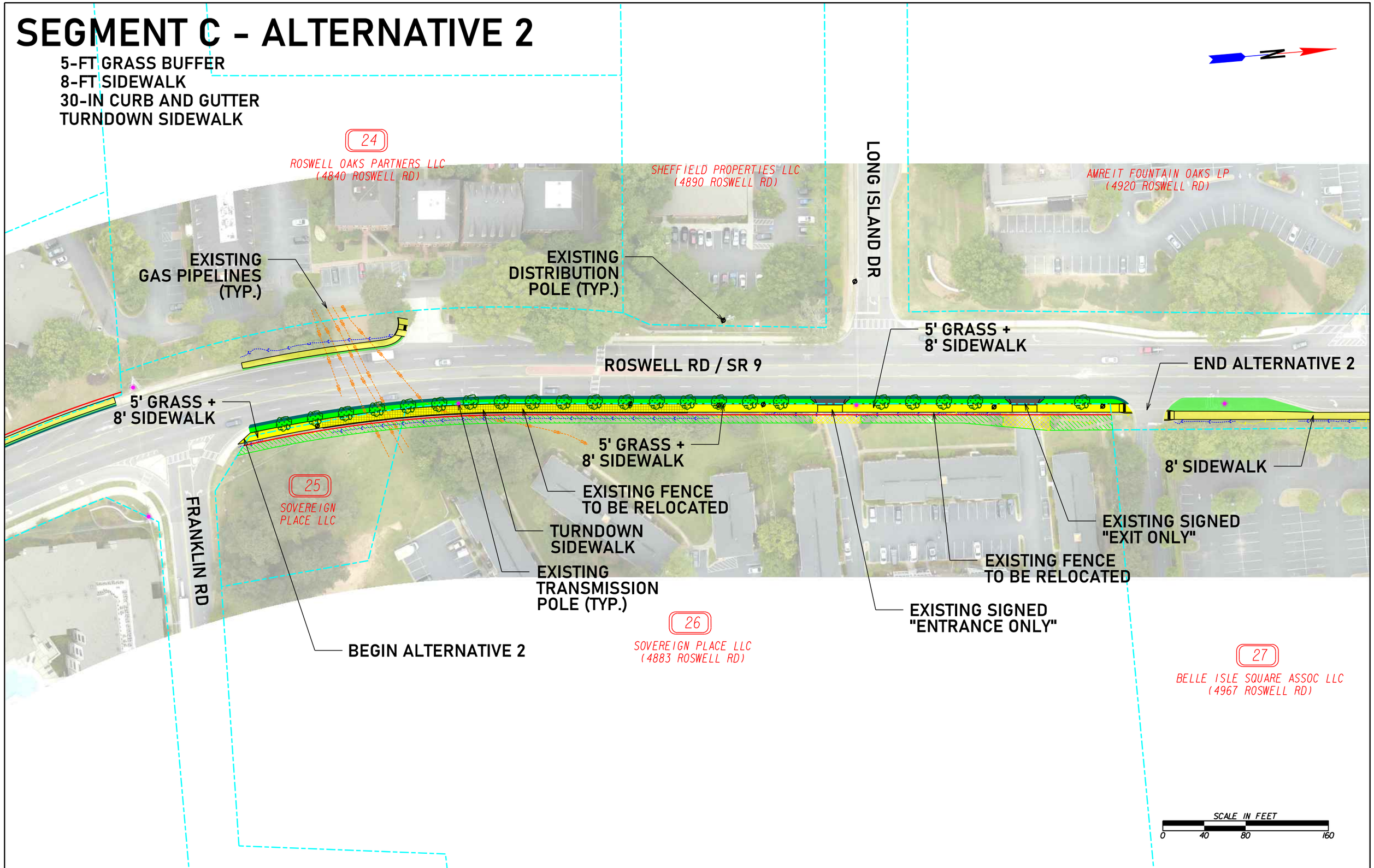
SEGMENT C - ALTERNATIVE 1

0-FT TO 2-FT GRASS BUFFER
6-FT TO 8-FT SIDEWALK
30-IN CURB AND GUTTER
TURNDOWN SIDEWALK



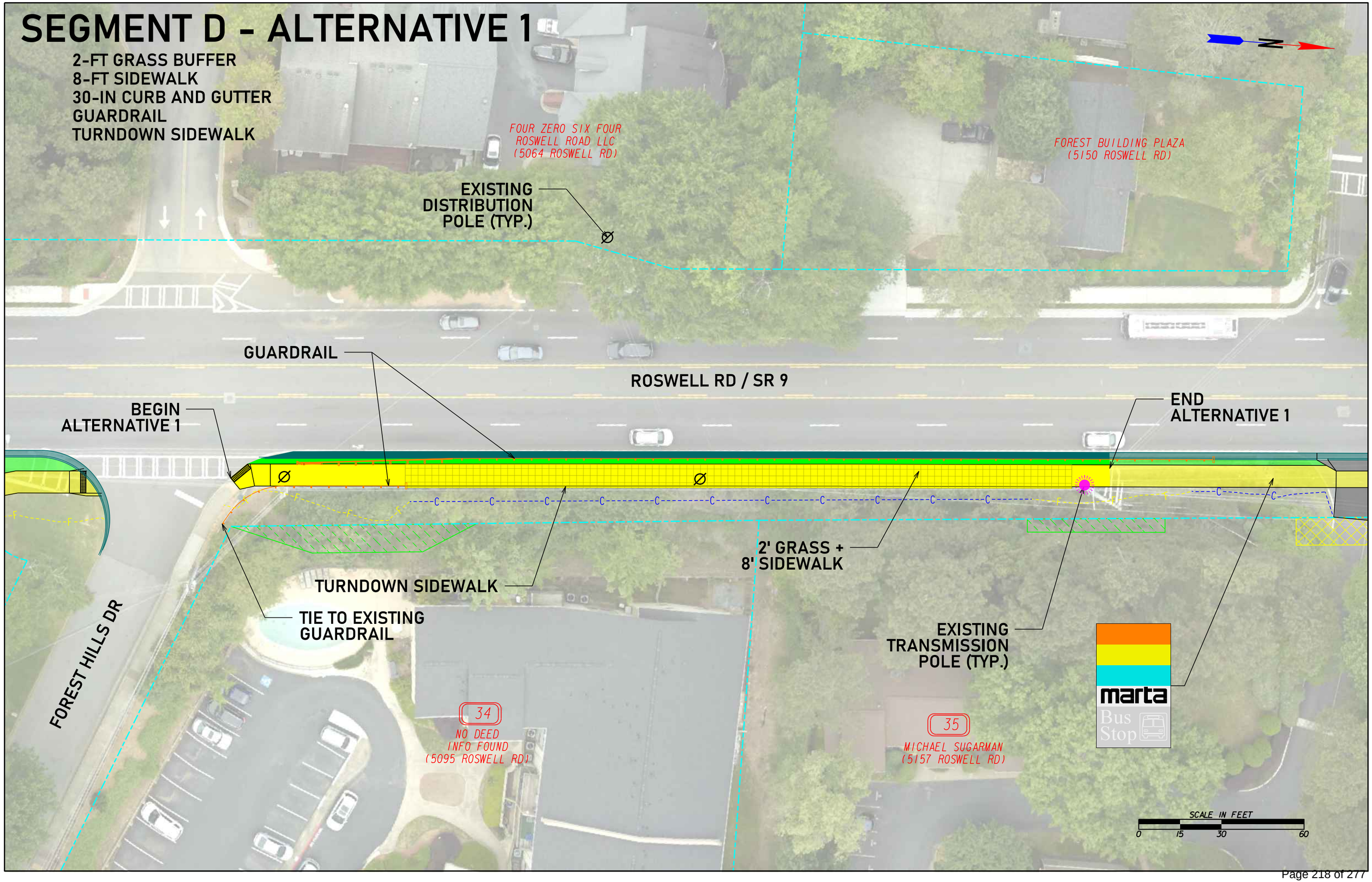
SEGMENT C - ALTERNATIVE 2

5-FT GRASS BUFFER
8-FT SIDEWALK
30-IN CURB AND GUTTER
TURNDOWN SIDEWALK



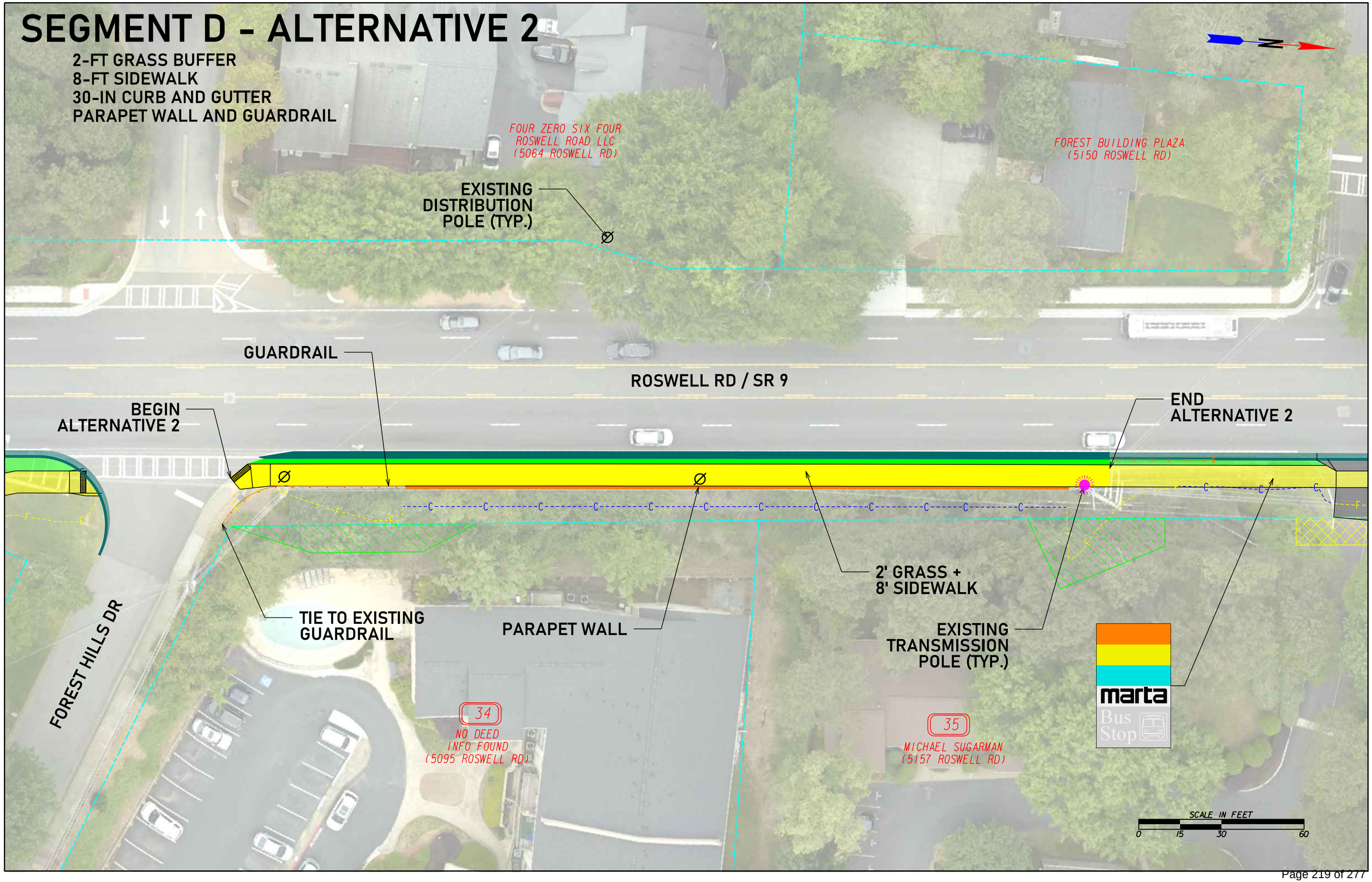
SEGMENT D - ALTERNATIVE 1

2-FT GRASS BUFFER
8-FT SIDEWALK
30-IN CURB AND GUTTER
GUARDRAIL
TURNDOWN SIDEWALK



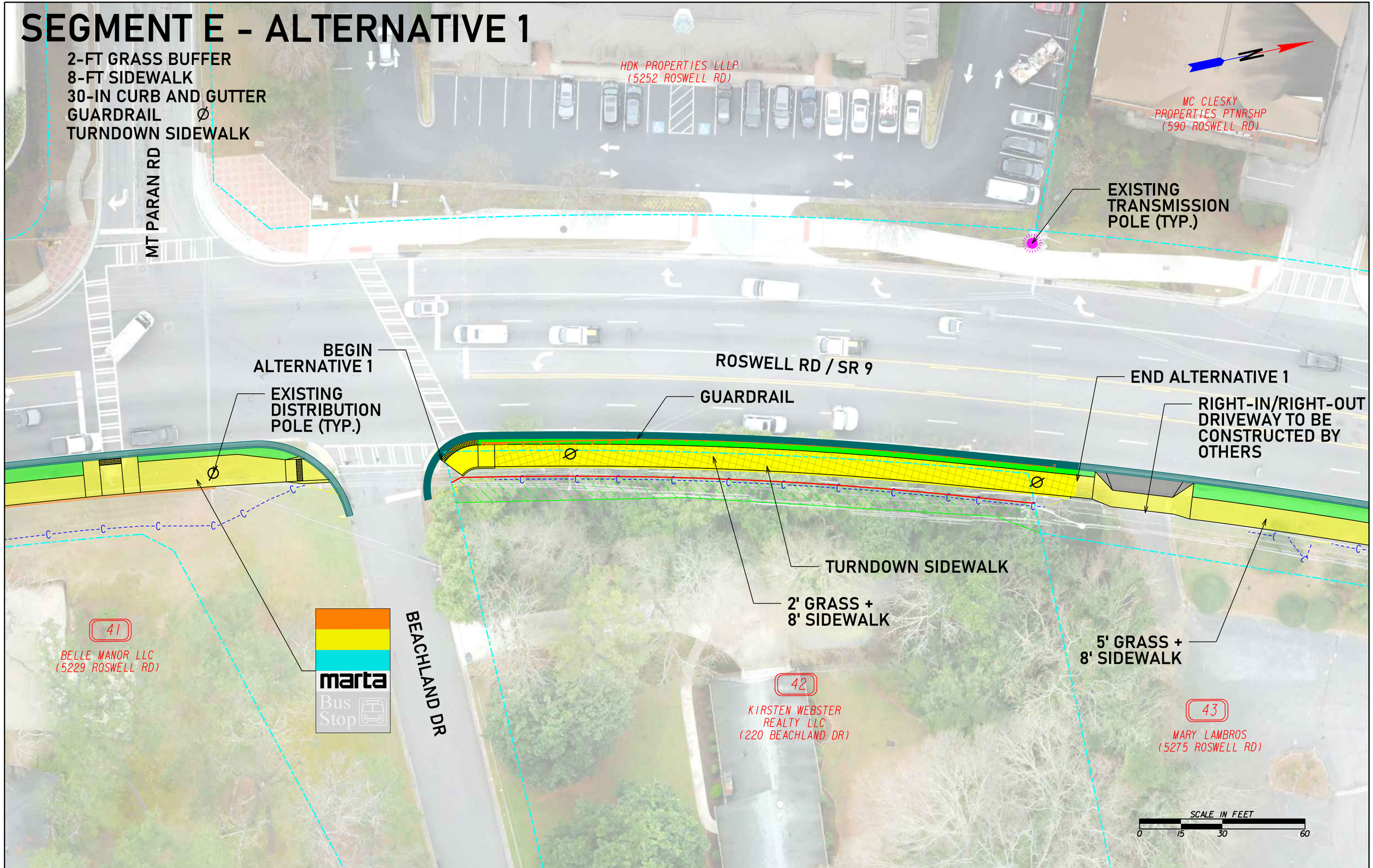
SEGMENT D - ALTERNATIVE 2

2-FT GRASS BUFFER
8-FT SIDEWALK
30-IN CURB AND GUTTER
PARAPET WALL AND GUARDRAIL

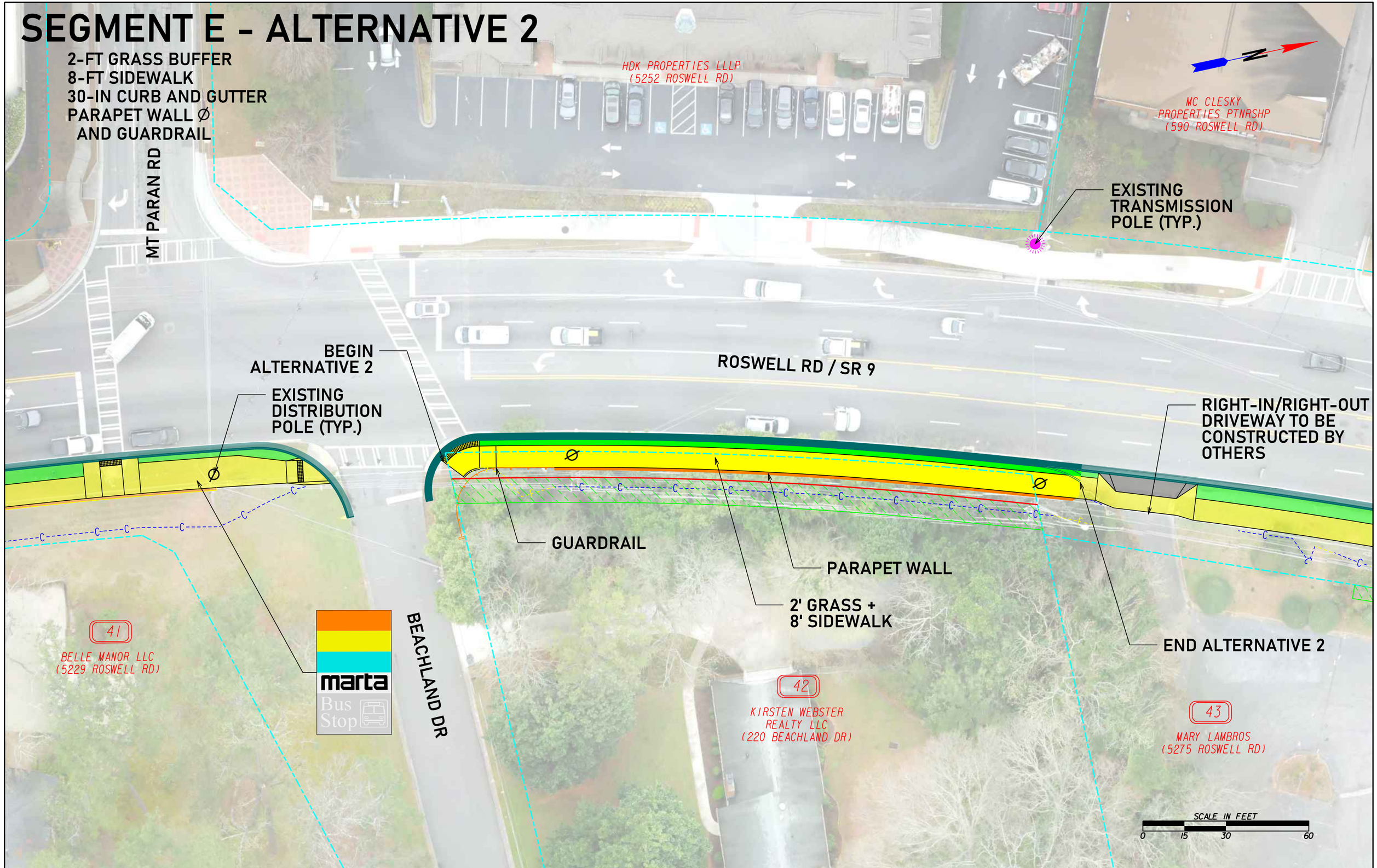


SEGMENT E - ALTERNATIVE 1

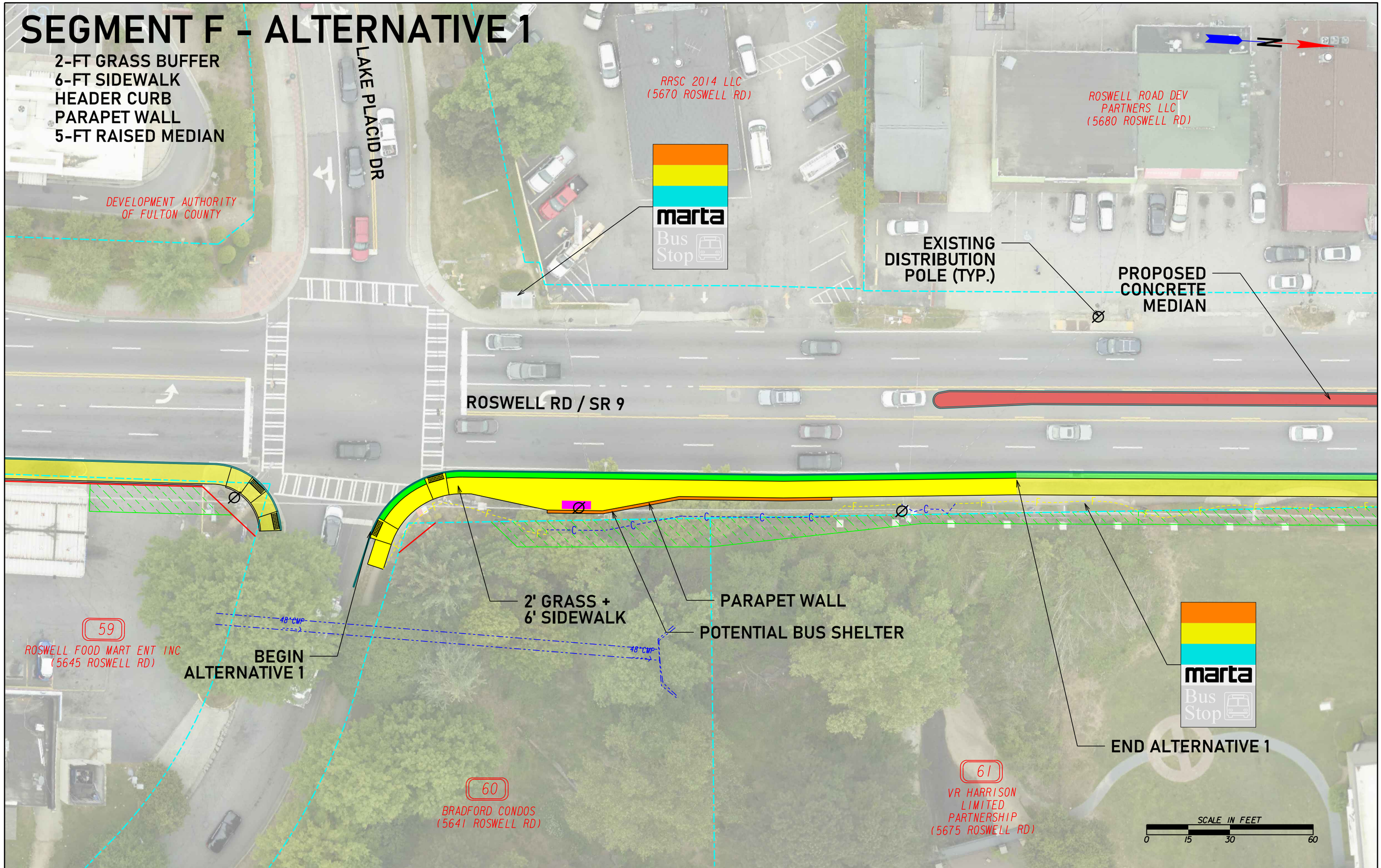
2-FT GRASS BUFFER
8-FT SIDEWALK
30-IN CURB AND GUTTER
GUARDRAIL Ø
TURNDOWN SIDEWALK



SEGMENT E - ALTERNATIVE 2

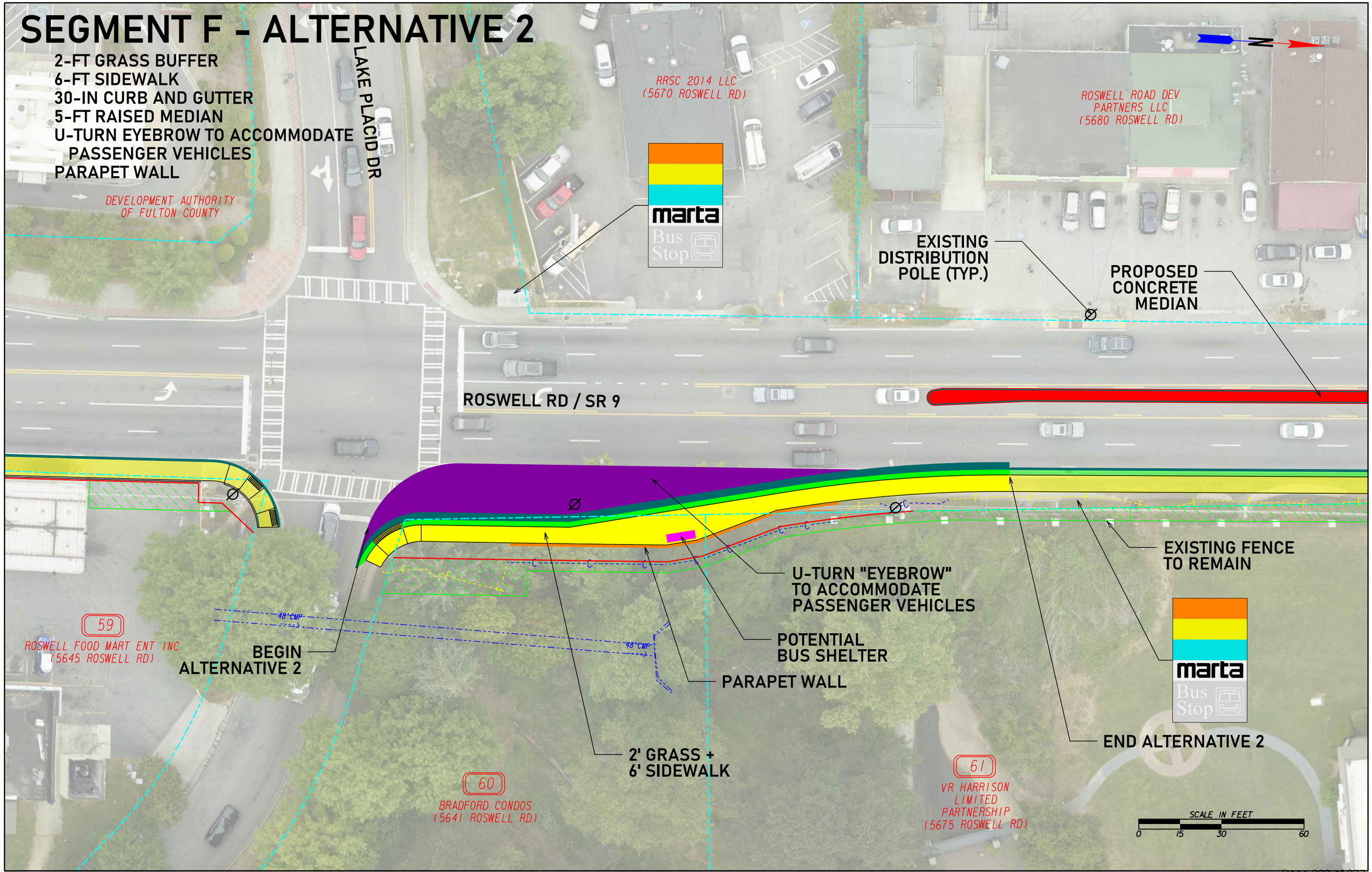


SEGMENT F - ALTERNATIVE 1

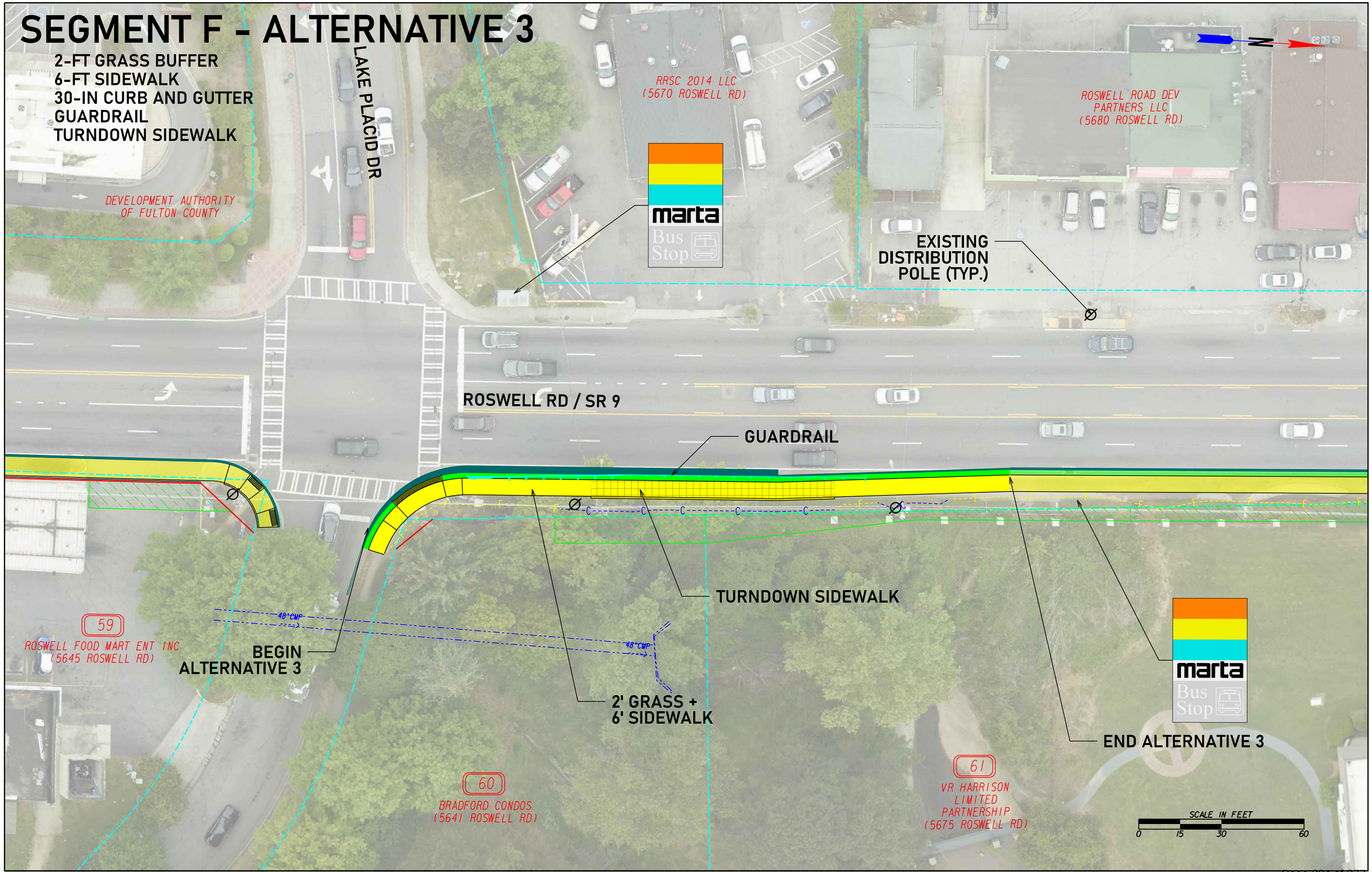


SEGMENT F - ALTERNATIVE 2

2-FT GRASS BUFFER
6-FT SIDEWALK
30-IN CURB AND GUTTER
5-FT RAISED MEDIAN
U-TURN EYEBROW TO ACCOMMODATE PASSENGER VEHICLES
PARAPET WALL



SEGMENT F - ALTERNATIVE 3



ATTACHMENT 5

Rushing, Mike

From: Sanchez, Jesus <JSanchez@SandySpringsga.gov>
Sent: Wednesday, July 22, 2020 2:25 PM
To: Bradley, Michael
Cc: DeBellotte, Yvonne; Waters, Wesley
Subject: RE: Categorical Exclusion for Environmental Documentation

Michael,
THANK YOU VERY MUCH for the information and the quick response. We just wanted to make sure.
By the way, how are you folks doing with your final RFQ review?
Have a great day!!
Jesus
From: Bradley, Michael <mbradley1@itsmarta.com>
Sent: Wednesday, July 22, 2020 1:49 PM
To: Sanchez, Jesus <JSanchez@SandySpringsga.gov>
Cc: DeBellotte, Yvonne <ydebellotte@itsmarta.com>
Subject: RE: Categorical Exclusion for Environmental Documentation

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Jesus,
This grant/project received a determination of Categorical Exclusion (CE) C-list which does not require the documentation of a D-list CE. CE's are the most common type of NEPA approval FTA processes. The joint Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) regulation 23 CFR Part 771.117(a) identifies the types of actions that qualify for CE determinations. Since this is the case the approval date would be that of the FTA Award of the Grant Agreement. The Award Date of the grant was **8/1/2019**.
Thanks,
Michael

From: Sanchez, Jesus [mailto:JSanchez@SandySpringsga.gov]
Sent: Wednesday, July 22, 2020 9:34 AM
To: Bradley, Michael <mbradley1@itsmarta.com>; DeBellotte, Yvonne <ydebellotte@itsmarta.com>
Subject: Categorical Exclusion for Environmental Documentation
Good morning Michael/Yvonne,
I hope you folks are doing well.
As you know we are in the process completing the RFQ. But we wanted to make sure that the project had the environmental documentation complete. If you notice on page 11 of the attached document (highlighted in yellow) the document seems to have been approved but where the date is supposed to be there is no date. So we aren't quite sure that it was approved.
Is there any possible way that you could find out for me if the environment documentation was in fact approved?
Or maybe you can lead me to someone that may help?
Thanks,
Jesus Sanchez, P.E.
CIP Project Manager - Public Works
City of Sandy Springs
Phone: 770.206.2556 | Cell: 470-702-8178
1 Galambos Way, Sandy Springs, GA 30328
SandySpringsGA.gov | Facebook.com/SandySpringsGA | Twitter.com/SandySpringsGA
City Springs - CitySprings.com | Facebook.com/CitySprings | Twitter.com/CitySprings | Instagram.com/VisitCitySprings

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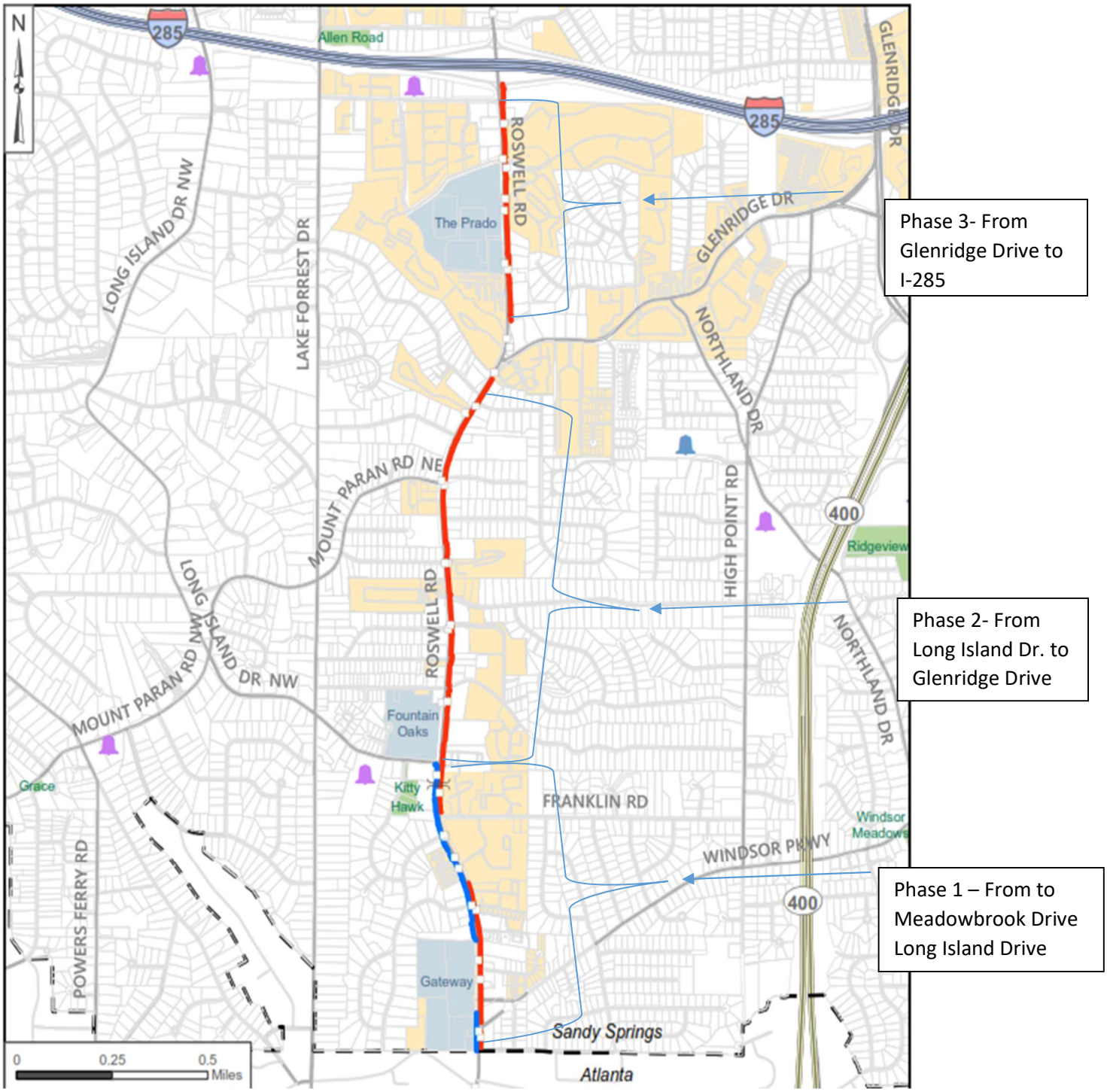
ATTACHMENT 6

T0019 Project Schedule

ROSWELL ROAD/SR 9/US 19 TRANSIT ACCESS PROJECT



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: November 9, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a Contract Award to Pro Cutters Lawnscapes, Inc. for On-Call Right of Way and Parks Litter Services, and to Authorize the City Manager to Execute the Contract

---

Recommendation:

Staff recommends that the Mayor and City Council approve contract award to Pro Cutters, Inc. ("Pro Cutters") for on-call right of way services and parks litter services (together, "Services").

Background:

On August 17, 2022, the City advertised its request for contractor qualifications ("RFQ") for the Services. The deadline for submission of responses to the RFQ ("Responses") was September 20, 2022. Staff reviewed Responses received and determined three (3) contractors to be qualified to perform the Services. On November 7, 2022, bids were solicited from the three (3) contractors. The resulting bids were as follows:

Firm	Bid
Pro Cutters Lawnscapes, Inc.	$691,200.00
American Eagle LLC	$971,640.00
Russell Landscape	$1,107,960.00

Discussion:

The City has previously contracted with Pro Cutters to obtain on-call litter services with successful results. Based upon this information and the fact that Pro Cutters submitted the lowest, most responsible and responsive bid, staff recommends award of a contract to Pro Cutters to perform the Services in the amount of $345,600.00 for the six (6) months remaining in fiscal year 2023. Emergency response services are an important aspect of this contract and are paid on an as needed basis. Emergency service expenditure history indicates a $10,000.00 contingency should be added to the contract, which would increase the overall contract amount to $355,600.00.

Financial Impact:

Public Works will be responsible for the contracted amount of $240,400.00. Recreation and Parks will be responsible for the contracted amount of $115,200.00. There is sufficient funding within Public Works Contractual Services account and Recreation and Parks Contractual Services account to fund this contract.

Alternatives:

The City may choose not to award to Pro Cutters and provide further instruction to staff.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 11/22/2022
Marty Martin, Director of Public Works	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/25/2022
Kathy Williams, Staff Attorney	Approved - 11/26/2022
Eden Freeman, City Manager	Final Approval - 12/1/2022

Attachments:

1. Resolution for On Call ROW and Litter Services Contract Award - Pro Cutters (112122)

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE CONTRACT AWARD TO PRO CUTTERS LAWNSCAPES, INC. FOR ON-CALL RIGHT OF WAY AND PARKS LITTER SERVICES, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, on August 17, 2022, the City advertised its request for contractor qualifications ("RFQ") for on-call right of way services and parks litter services (together, "Services"); and

WHEREAS, staff received responses to the RFQ ("Responses") on September 20, 2022; and

WHEREAS, following review, staff determined three (3) contractors to be qualified to perform the Services, including Pro Cutters Lawnscapes, Inc. ("Pro Cutters"); and

WHEREAS, on November 7, 2022, bids were solicited from the three (3) qualified contractors, including Pro Cutters; and

WHEREAS, Pro Cutters submitted the lowest, most responsive and responsible bid; and

WHEREAS, Pro Cutters proposes to perform the Services for the six (6) months remaining in fiscal year 2023 for $345,600.00, plus a $10,000.00 contingency, for a total contract amount of $355,600.00; and

WHEREAS, City Council desires to approve contract award to Pro Cutters;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, **GEORGIA,** that:

1. Pro Cutters is hereby awarded a contract in the amount of $355,600.00 to perform the Services for the six (6) months remaining in fiscal year 2023, which includes a $10,000.00 contingency; and

2. the City Manager is authorized to execute a contract with Pro Cutters, subject to approval of the City Attorney and the City Finance Director; and

3. the City Manager and appropriate City staff shall take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this _____ day of December, 2022.

APPROVED:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk

(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: November 9, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a Contract Award to Georgia Green Landscaping for On-Call Mowing Services, and to Authorize the City Manager to Execute the Contract

---

Recommendation:

Staff recommends that the Mayor and City Council approve the award of the on-call mowing services to Georgia Green Landscaping.

Background:

On August 17, 2022, the City advertised its request for contractor qualifications ("RFQ") for the Services. The deadline for submission of responses to the RFQ ("Responses") was September 20, 2022. Staff reviewed Responses received and determined four (4) contractors to be qualified to perform the Services. On November 9, 2022, bids were solicited from the four (4) contractors. The resulting bids were as follows:

Firm	Bid
Georgia Green Landscaping	$571,360.00
Yellowstone Landscape-Southeast, LLC	$639,075.00
Pro Cutters Lawnscapes, Inc.	$1,082,200.08
Russell Landscape	$1,150,680.00

Discussion:

The City has previously contracted with Georgia Green Landscaping to obtain mowing services with successful results. Based upon this information and the fact that Georgia Green Landscaping submitted the lowest, most responsible and responsive bid, staff recommends award of a contract to Georgia Green Landscaping to perform the Services in the amount of $285,680.00 for the six (6) months remaining in fiscal year 2023.

Financial Impact:

There are adequate funds available in the Public Works Contractual Services Account to award this contract.

Alternatives:

The City may choose not to award to Georgia Green Landscaping and provide further instruction to staff.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 11/22/2022
Marty Martin, Director of Public Works	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/25/2022
Kathy Williams, Staff Attorney	Approved - 11/26/2022
Eden Freeman, City Manager	Final Approval - 12/1/2022

Attachments:

1. Resolution for On Call Mowing Services Contract Award - Georgia Green Landscaping (112122)

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE CONTRACT AWARD TO GEORGIA GREEN LANDSCAPING FOR ON-CALL MOWING SERVICES, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, on August 17, 2022, the City advertised its request for contractor qualifications ("RFQ") for on-call mowing services ("Services"); and

WHEREAS, staff received responses to the RFQ ("Responses") on September 20, 2022; and

WHEREAS, following review, staff determined four (4) contractors to be qualified to perform the Services, including Georgia Green Landscaping; and

WHEREAS, on November 9, 2022, bids were solicited from the four (4) qualified contractors, including Georgia Green Landscaping; and

WHEREAS, Georgia Green Landscaping submitted the lowest, most responsive and responsible bid; and

WHEREAS, Georgia Green Landscaping proposes to perform the Services for $285,680.00 for the six (6) months remaining in fiscal year 2023; and

WHEREAS, City Council desires to approve contract award to Georgia Green Landscaping;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, **GEORGIA,** that:

1. Georgia Green Landscaping is hereby awarded a contract in the amount of $285,680.00 to perform the Services for the six (6) months remaining in fiscal year 2023; and

2. the City Manager is authorized to execute a contract with Georgia Green Landscaping, subject to approval of the City Attorney and the City Finance Director; and

3. the City Manager and appropriate City staff shall take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this _____ day of December, 2022.

APPROVED:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk

(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: November 9, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a Contract Award to Pateco Services LLC for On-Call Street Sweeping Services, and to Authorize the City Manager to Execute the Contract

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Recommendation:

Staff recommends that the Mayor and City Council approve contract award to Pateco Services LLC ("Pateco") for on-call street sweeping services ("Services").

Background:

On August 17, 2022, the City advertised its request for contractor qualifications ("RFQ") for the Services. The deadline for submission of responses to the RFQ ("Responses") was September 20, 2022. Staff reviewed Responses received and determined two (2) contractors to be qualified to perform the Services. On November 7, 2022, bids were solicited from the two (2) contractors. The resulting bids were as follows:

Firm	Bid
Pateco Services LLC	$183,276.00
Sweeping Corporation of America, LLC	$540,566.97

Discussion:

The City has previously contracted with Pateco to obtain on-call sweeping street services with successful results. Based upon this information and the fact that Pateco submitted the lowest, most responsible and responsive bid, staff recommends award of a contract to Pateco to perform the Services in the amount of $91,638.00 for the six (6) months remaining in fiscal year 2023. Emergency response services are an important aspect of this contract and are paid on an as needed basis. Emergency service expenditure history indicates a $12,500.00 contingency should be added to the contract, which would increase the overall contract amount to $104,138.00.

Financial Impact:

There are adequate funds available in the Public Works Contractual Services Account to award this contract.

Alternatives:

The City may choose not to award to Pateco and provide further instruction to staff.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 11/22/2022
Marty Martin, Director of Public Works	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/25/2022
Kathy Williams, Staff Attorney	Approved - 11/26/2022
Eden Freeman, City Manager	Final Approval - 12/1/2022

Attachments:

1. Resolution for On Call Street Sweeping Services Contract Award - Pateco (112122)

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE CONTRACT AWARD TO PATECO SERVICES LLC FOR ON-CALL STREET SWEEPING SERVICES, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, on August 17, 2022, the City advertised its request for contractor qualifications ("RFQ") for on-call street sweeping services ("Services"); and

WHEREAS, staff received responses to the RFQ ("Responses") on September 20, 2022; and

WHEREAS, following review, staff determined two (2) contractors to be qualified to perform the Services, including Pateco Services LLC ("Pateco"); and

WHEREAS, on November 7, 2022, bids were solicited from the two (2) qualified contractors, including Pateco; and

WHEREAS, Pateco submitted the lowest, most responsive and responsible bid; and

WHEREAS, Pateco proposes to provide the Services in the amount of $91,638.00 for the six (6) months remaining in fiscal year 2023, plus a $12,500.00 contingency for a total contract amount of $104,138.00; and

WHEREAS, City Council desires to approve contract award to Pateco;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, **GEORGIA,** that:

1. Pateco is hereby awarded a contract to perform the Services for the six (6) months remaining in fiscal year 2023 in the amount of $104,138.00, which includes a $12,500.00 contingency; and

2. the City Manager is authorized to execute a contract with Pateco, subject to approval of the City Attorney and the City Finance Director; and

3. the City Manager and appropriate City staff shall take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this _____ day of December, 2022.

APPROVED:

_____A
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk

(Seal)

SANDY SPRINGS
CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: November 9, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a Contract Award to Lumin8 Transportation Technologies, LLC for Traffic Signal, ITS, and Fiber Maintenance, Repair, and Installation Services, and to Authorize the City Manager to Execute the Contract

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Recommendation:

Staff recommends that the Mayor and Council approve the contract award to Lumin8 Transportation Technologies, LLC ("Lumin8") for traffic signal, ITS, and fiber maintenance, repair, and installation services (together, "Services").

Background:

On August 17, 2022, the City advertised its request for contractor qualifications ("RFQC") for the Services. The deadline for submission of responses to the RFQC ("Responses") was September 22, 2022. Staff reviewed Responses received and determined three (3) contractors to be qualified to perform the Services. On November 9, 2022, bids were solicited from the three (3) contractors. The resulting bids were as follows:

Firm	**Bid**
Lumin8 Transportation Technologies, LLC	$ 775,561.00
GTG Traffic Signals, LLC	$ 958,152.00
Yunex, LLC	$1,154,268.00

Discussion:

Upon administrative review of the bids and reference checks, staff recommends award be made to Lumin8 as the most responsible and responsive bidder in the amount of $387,780.50 for the six (6) months remaining in fiscal year 2023. Emergency response services are an important aspect of this contract and are paid on an as-needed basis. Emergency service history indicates a $25,000.00 contingency should be added to the contract which would increase the overall contract amount to $412,780.50. The term of the contract resulting from this solicitation will be five (5) performance years, including one (1) base year and four (4) one-year renewal options contingent upon annual appropriation of funds by the City Council. The contract will terminate at the close of each fiscal year but will automatically renew absent any positive action by the City.

Financial Impact:

There is sufficient FY23 budget under Contractual Services to award the contract for Services for January 1, 2023 through June 30, 2023, as well as provide sufficient budget for after-hours, on-call services for a total of $412,780.50.

Alternatives:

1. Not award the contract and provide staff with further guidance
2. Re-advertise the solicitation

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 11/22/2022
Marty Martin, Director of Public Works	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/25/2022
Kathy Williams, Staff Attorney	Approved - 11/26/2022
Eden Freeman, City Manager	Final Approval - 12/1/2022

Attachments:

1. Resolution for Traffic Signal Contract Award - Lumin8 (111822)

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE CONTRACT AWARD TO LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC FOR TRAFFIC SIGNAL, ITS, AND FIBER MAINTENANCE, REPAIR, AND INSTALLATION SERVICES, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, on August 17, 2022, the City advertised its request for contractor qualifications ("RFQC") for traffic signal, ITS, and fiber maintenance, repair, and installation services (together, "Services"); and

WHEREAS, staff received responses to the RFQC ("Responses") on September 22, 2022; and

WHEREAS, following review, staff determined three (3) contractors to be qualified to perform the Services, including Lumin8 Transportation Technologies, LLC ("Lumin8"); and

WHEREAS, on November 9, 2022, bids were solicited from the three (3) qualified contractors, including Lumin8; and

WHEREAS, Lumin8 submitted the lowest, most responsive and responsible bid; and

WHEREAS, Lumin8 proposes to provide the Services in the amount of $387,780.50 for the six (6) months remaining in fiscal year 2023, plus a $25,000.00 contingency for a total contract amount of $412,780.50; and

WHEREAS, City Council desires to approve contract award to Lumin8;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, **GEORGIA,** that:

1. Lumin8 is hereby awarded a contract to perform the Services for the six (6) months remaining in fiscal year 2023 in the amount of $412,780.50, which includes a $25,000.00 contingency; and

2. the City Manager is authorized to execute a contract with Lumin8, subject to approval of the City Attorney and the City Finance Director; and

3. the City Manager and appropriate City staff shall take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this _____ day of December, 2022.

APPROVED:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk

(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: November 14, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of an Agreement to Purchase Permanent Easement for Construction and Maintenance on That Tract of Land in Land Lot 40 of the 17th District, City of Sandy Springs (Tax ID# 17-0040- LL-055-4) Associated with the T-0060/PATH 400 Trail Extension Project

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Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Permanent Easement for Construction and Maintenance ("Agreement") on that tract of land lying and located in Land Lot 40 of the 17th District, Fulton County, Georgia. The property owner is the Fulton County Board of Education, a body politic, ("Owner") and is located at 5340 S. Trimble Road (Ridgeview Charter Middle School) in Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 64,227.76 square feet of Permanent Easement for Construction and Maintenance on the subject property is necessary in order to construct the T-0060 /PATH 400 Trail Extension Project ("Project").

Discussion:

The City's Appraised Fair Market Value offer was $160,600.00 and the Property Owner elected to accept the City's offer of Fair Market Value as full compensation for the property rights being acquired.

Financial Impact:

Sufficient funds are available in Project T-0060 PATH 400 Trail Extension Project for this acquisition. This Project contains FHWA/GDOT funding and the City has entered into a contract with GDOT to be reimbursed for Right of Way Acquisition costs for the Project. The maximum amount of reimbursement is $688,000.00. This is the fifth and final agreement reached on the project and this amount of $160,600.00 is fully eligible for reimbursement.

Alternatives:

The acquisition reflects the minimum amount of right of way required in order to deliver the desired Project. The City can decline to execute the Agreement and not implement the Project as designed.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 11/22/2022
Marty Martin, Director of Public Works	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/23/2022
Kathy Williams, Staff Attorney	Approved - 11/23/2022
Eden Freeman, City Manager	Final Approval - 12/1/2022

Attachments:

1. Aerial Overlay Map for FCBOE Ridgeview Charter Middle School
2. P#4-4A FCBOE Executed Agreement
3. Resolution Agreement to Purchase PEFCM. 5340 S. Trimble Rd. FCBOE

Ridgeview Charter Middle School
SCALE IN FEET
0
60
120
240

AGREEMENT TO PURCHASE PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE

Fulton County Board of Education
c/o Bill Boyajan, Fulton County Schools
Executive Director Capital Programs
6201 Powers Ferry Road
Atlanta, GA 30339

RE:	Project No.:	PI# 15023 / COSS Project # T-0060
	Project Name:	PATH 400 Trail Extension
	Parcel No.:	4/4A Fulton County Board of Education/ Ridgeview MS
	Tax Parcel ID#:	17-0039- LL-055-4

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, Fulton County Board of Education ("**Seller**" or "**the undersigned**") and the City of Sandy Springs, Georgia ("**Purchaser**"), acting on behalf of the Georgia Department of Transportation ("**Department**"), do hereby agree as follows:

Seller grants to the Purchaser an option to acquire, in the name of the Department, the following described interest in real estate:

Permanent Easement rights (as described below) through that tract or parcel of land having Tax Parcel Identification Number 17-0039- LL-055-4 located in Land Lot **39** of the **17th** District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of **$160,600.00** (the "**Purchase Price**") to be paid by the City of Sandy Springs, Georgia to the undersigned, the undersigned agrees to execute and deliver to Purchaser, in the name of the Department as grantee, a permanent easement in the form of Exhibit "D" hereto, on the lands owned by the undersigned as reflected on the attached Exhibit "A" and "B".

* * * *

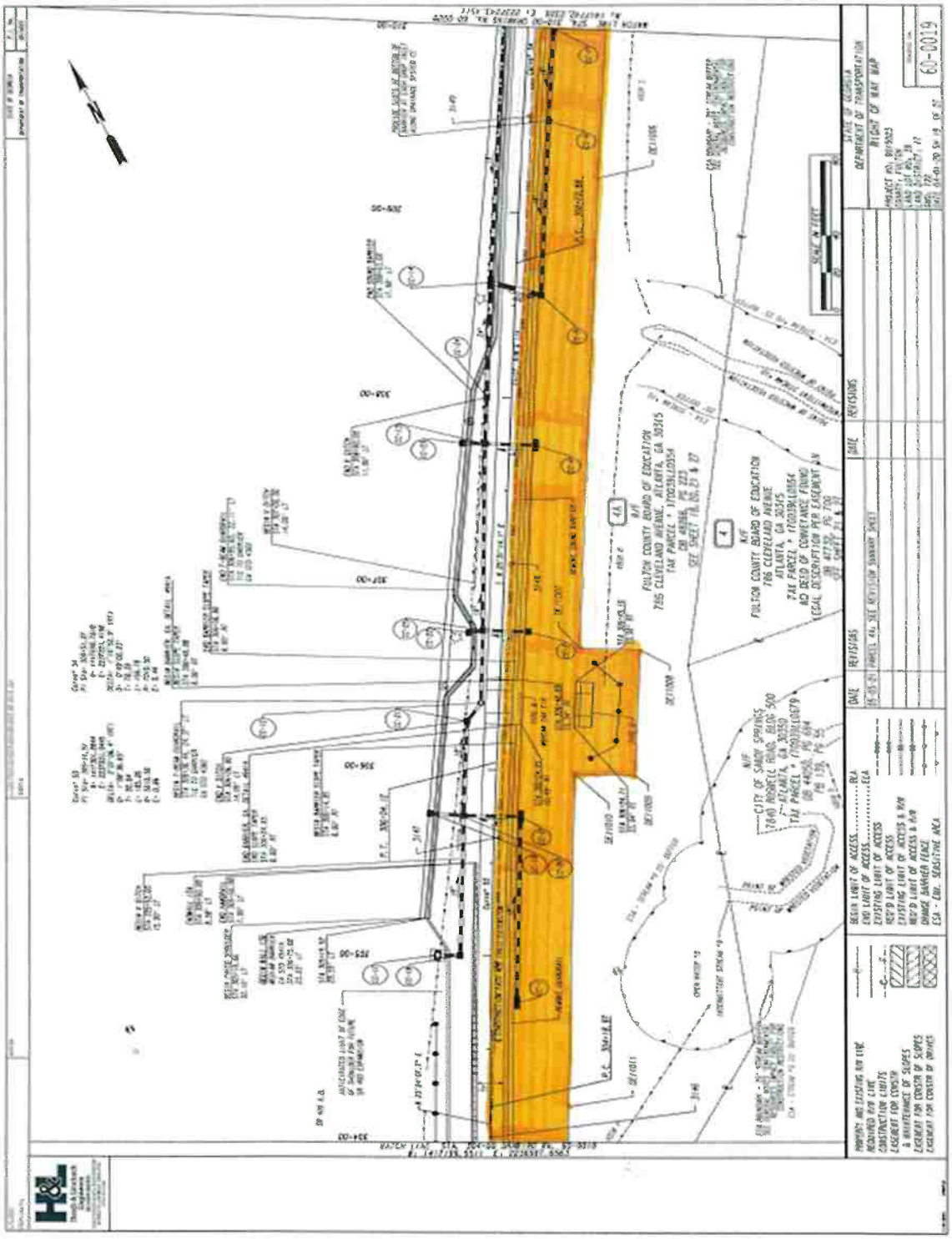
[PURCHASER'S SIGNATURE PAGE TO AGREEMENT TO PURCHASE PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE]

PURCHASER:

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Name:
Title:

Exhibit "A"
Plans



Hall & Gresham Engineers

PARCEL 1 REQ'D R/W DE10000 SEE SHT. 14 & 15

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10000	55.00 R	215+23.08	PATH 400 TRAIL EXTENSION
	41.63	N 89°50'46.4" W	
2156	15.63 R	215+13.46	PATH 400 TRAIL EXTENSION
	55.63	N 2°49'36.5" E	
25622	16.22 R	215+66.00	PATH 400 TRAIL EXTENSION
	56.22	N 2°45'36.2" E	
2157	15.22 R	215+71.34	PATH 400 TRAIL EXTENSION
	55.22	N 2°53'36.8" W	
25621	15.63 R	215+65.15	PATH 400 TRAIL EXTENSION
	55.63	N 2°54'40.0" E	
DE10001	55.00 R	215+48.00	PATH 400 TRAIL EXTENSION
	396.77	S 2°41'16.3" W	
DE10002	40.00 R	215+46.00	PATH 400 TRAIL EXTENSION
	15.00	S 89°24'20.5" E	
DE10003	55.00 R	215+88.00	PATH 400 TRAIL EXTENSION
	55.00	S 2°35'39.5" W	
DE10000	55.00 R	215+71.00	PATH 400 TRAIL EXTENSION

REQD R/W = 8175.80 SF
REQD R/W = 0.187 ACRES
REMAINDER = +/- 1.6 ACRES

PARCEL 2 LASW 1 FOR CONSTR & MAINT. OF SLOPES DE11000 SEE SHT. 16

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE12000	23.00 R	226+53.45	PATH 400 TRAIL EXTENSION
	140.42	N 2°34'47.1" W	
2799	11.54 R	226+54.16	PATH 400 TRAIL EXTENSION
	11.54	S 89°52'13.6" E	
DE12001	25.00 R	226+56.57	PATH 400 TRAIL EXTENSION
	149.53	S 2°37'46.1" W	
DE12000	23.00 R	226+58.45	PATH 400 TRAIL EXTENSION

REQD LASW1 = 1326.17 SF
REQD LASW1 = 0.023 ACRES

PARCEL 3 LASW 1 FOR CONSTR & MAINT. OF SLOPES DE11000 SEE SHT. 18

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
25643	144.16 R	236+61.18	PATH 400 TRAIL EXTENSION

ARC LENGTH = 23.08
CHORD BEAR = S 2°37'20.8" E
LAST CHORD = 23.07
RADIUS = 1024.20
DELTA = 1°17'06.1"

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
25644	143.49 R	236+62.42	PATH 400 TRAIL EXTENSION
	143.42	S 89°31'53.3" E	
25645	177.55 R	236+62.00	PATH 400 TRAIL EXTENSION
	5.07	S 89°28'49.6" W	
DE10004	177.00 R	236+57.00	PATH 400 TRAIL EXTENSION
	45.42	N 89°28'12.8" W	
2721	152.84 R	236+62.53	PATH 400 TRAIL EXTENSION
	152.84	S 89°28'53.8" E	
25645	144.16 R	236+66.18	PATH 400 TRAIL EXTENSION

REQD LASW1 = 247.80 SF
REQD LASW1 = 0.006 ACRES

PARCEL 4A LASW 1 FOR CONSTR & MAINT. OF SLOPES DE11000 SEE SHT. 20

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3144	36.37 L	450+66.34	NORTHLAND DR SPUR
	138.84	N 1°13'45.3" E	
3145	7.67 R	451+05.76	PATH 400 TRAIL EXTENSION
	240.43	N 2°57'31.1" E	
3146	5.13 R	451+07.33	PATH 400 TRAIL EXTENSION
	167.23	N 2°57'33.0" E	
3147	5.14 R	451+53.53	PATH 400 TRAIL EXTENSION
	147.17	N 2°57'46.1" E	
3148	5.19 R	452+41.32	PATH 400 TRAIL EXTENSION
	247.13	N 2°57'33.9" E	
3149	5.67 R	453+04.19	PATH 400 TRAIL EXTENSION

ARC LENGTH = 113.87
CHORD BEAR = N 20°51'20.5" E
LAST CHORD = 112.96
RADIUS = 1944.00
DELTA = 3°40'37.0"

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3151	6.33 R	210+60.19	PATH 400 TRAIL EXTENSION
	636.24	N 1°06'33.3" E	
3152	6.33 R	210+66.52	PATH 400 TRAIL EXTENSION
	27.57	N 42°24'43.8" E	
25652	22.31 R	210+88.33	PATH 400 TRAIL EXTENSION
	22.31	S 8°30'33.3" E	
DE10006	21.00 R	210+64.00	PATH 400 TRAIL EXTENSION
	21.00	S 8°30'33.3" E	
DE10005	30.14 R	210+00.00	PATH 400 TRAIL EXTENSION
	30.14	S 8°30'33.3" E	
DE12002	30.84 R	210+47.00	PATH 400 TRAIL EXTENSION
	28.57	S 8°30'33.3" E	
DE11000	50.43 R	214+00.00	PATH 400 TRAIL EXTENSION
	43.89	S 4°00'33.3" W	
DE11001	54.00 R	214+54.00	PATH 400 TRAIL EXTENSION
	54.00	S 3°07'26.7" W	
DE11002	54.00 R	214+97.00	PATH 400 TRAIL EXTENSION
	64.00	S 4°30'33.3" W	
DE11003	54.00 R	215+48.00	PATH 400 TRAIL EXTENSION
	54.00	S 3°07'26.7" W	
DE11004	54.00 R	215+84.00	PATH 400 TRAIL EXTENSION
	208.34	S 24°30'36.5" W	
DE11005	54.00 R	216+01.00	PATH 400 TRAIL EXTENSION
	136.00	S 24°30'20.8" W	
DE11006	60.00 R	216+37.00	PATH 400 TRAIL EXTENSION
	252.76	S 24°30'22.7" W	
DE11007	60.00 R	216+66.00	PATH 400 TRAIL EXTENSION
	60.00	S 44°30'33.3" W	
DE11008	60.00 R	217+00.00	PATH 400 TRAIL EXTENSION
	67.94	S 2°30'33.3" W	
DE11009	60.00 R	217+60.00	PATH 400 TRAIL EXTENSION
	60.00	N 44°30'26.7" W	
DE11010	60.00 R	218+00.00	PATH 400 TRAIL EXTENSION
	114.27	S 2°30'33.3" W	
DE11011	60.00 R	218+44.00	PATH 400 TRAIL EXTENSION
	272.84	S 2°30'33.3" W	
DE11012	60.00 R	219+08.00	PATH 400 TRAIL EXTENSION
	54.00	S 2°30'33.3" W	
DE11013	45.00 R	219+46.00	PATH 400 TRAIL EXTENSION
	45.34	S 8°30'33.3" W	
DE11014	45.00 R	219+88.00	PATH 400 TRAIL EXTENSION
	45.00	S 2°30'33.3" E	
DE11015	45.00 R	220+25.00	PATH 400 TRAIL EXTENSION
	45.00	S 8°30'33.3" E	
DE11016	45.00 R	220+67.00	NORTHLAND DR SPUR
	45.00	S 42°30'33.3" E	
DE11017	81.00 R	421+08.11	NORTHLAND DR SPUR

ARC LENGTH = 49.57
CHORD BEAR = S 5°12'42"36.1" W
LAST CHORD = 49.57
RADIUS = 1024.15
DELTA = 2°46'33.3"

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3154	55.13 R	421+43.72	NORTHLAND DR SPUR

ARC LENGTH = 55.13
CHORD BEAR = S 32°26'22.8" W
LAST CHORD = 54.97
RADIUS = 1024.97
DELTA = 3°05'05.8"

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3155	5.44 L	421+09.12	NORTHLAND DR SPUR
	23.84	N 51°24'33.3" W	
3144	26.27 L	421+08.74	NORTHLAND DR SPUR

REQD LASW1 = 5270.54 SF
REQD LASW1 = 0.121 ACRES

PARCEL 4A LASW 1 FOR CONSTR & MAINT. OF SLOPES DE11000 SEE SHT. 20

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10002	35.00 R	210+13.00	PATH 400 TRAIL EXTENSION
	35.34	N 8°30'33.3" W	
DE10005	30.14 R	210+00.00	PATH 400 TRAIL EXTENSION
	30.14	N 8°30'33.3" W	
DE10006	21.00 R	210+44.00	PATH 400 TRAIL EXTENSION
	42.44	N 8°30'33.3" W	
25652	22.31 R	210+88.33	PATH 400 TRAIL EXTENSION
	22.31	S 8°30'33.3" E	
DE12004	37.00 R	210+45.33	PATH 400 TRAIL EXTENSION
	33.33	S 8°30'33.3" E	
DE10007	42.00 R	210+00.00	PATH 400 TRAIL EXTENSION
	42.00	S 8°30'33.3" E	
DE10008	45.00 R	209+15.00	PATH 400 TRAIL EXTENSION
	14.82	S 8°30'33.3" E	
DE10009	45.00 R	209+18.00	PATH 400 TRAIL EXTENSION
	45.00	S 42°30'33.3" W	
DE10000	35.00 R	210+13.00	PATH 400 TRAIL EXTENSION

REQD LASW1 = 3170.00 SF
REQD LASW1 = 0.073 ACRES

PARCEL 5 TRACT 1 REQ'D R/W DE10000 SEE SHT. 14

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10009	26.83 R	300+19.71	GLENRIDGE CONNECTOR SPUR
	103.83	S 87°48'30.5" W	
25142	26.21 L	301+50.25	GLENRIDGE CONNECTOR SPUR

ARC LENGTH = 49.91
CHORD BEAR = S 88°40'12.7" W
LAST CHORD = 49.90
RADIUS = 950.88
DELTA = 3°00'31.2"

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
25143	44.24 L	301+52.49	GLENRIDGE CONNECTOR SPUR
	88.39	N 1°43'23.9" E	
DE10010	16.84 R	302+06.00	GLENRIDGE CONNECTOR SPUR
	63.43	S 42°30'33.3" E	
DE10011	22.00 R	301+82.00	GLENRIDGE CONNECTOR SPUR
	165.12	S 8°30'33.3" E	
DE10012	16.00 R	300+20.00	GLENRIDGE CONNECTOR SPUR
	16.00	S 1°37'46.5" E	
DE10009	26.83 R	300+19.71	GLENRIDGE CONNECTOR SPUR

REQD R/W = 3259.08 SF
REQD R/W = 0.075 ACRES

PARCEL 5 TRACT 2 REQ'D R/W DE10000 SEE SHT. 15

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10013	34.36 R	226+56.00	PATH 400 TRAIL EXTENSION
	34.40	N 1°43'23.9" E	
2808	24.21 R	227+24.16	PATH 400 TRAIL EXTENSION
	24.21	N 1°24'31.4" E	
DE10014	34.37 R	227+25.00	PATH 400 TRAIL EXTENSION
	104.84	S 1°47'29.5" W	
DE10016	34.00 R	227+25.00	PATH 400 TRAIL EXTENSION
	34.00	S 88°12'31.1" W	
DE10015	34.36 R	226+66.00	PATH 400 TRAIL EXTENSION

REQD R/W = 1012.09 SF
REQD R/W = 0.023 ACRES

TOTAL REQD R/W PARCEL 5

REQD R/W (TRACT 1) = 0.111 ACRES
REQD R/W (TRACT 2) = 0.092 ACRES

TOTAL REQD R/W = 0.203 ACRES
REMAINDER = +/- 13 ACRES

NO SCALE

DATE	REVISIONS	DATE	REVISIONS
05-09-21	SEE REVISION SUMMARY SHEET		
11-05-21	SEE REVISION SUMMARY SHEET		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0010002
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
DATE 04-04-20 SH 20 OF 27

60-0027

Exhibit " B"
Legal Description of Permanent Easement Areas

Project:	PI# 0015023
Name:	PATH400 Trail Extension
Parcel #:	4/ Fulton County Board of Education
Tax ID#:	170039LL0554

Alignment Name:	DE11003
Alignment Description:	PARCEL 4 PERM ESMT

Beginning at a point 35.860 feet right of Centerline PATH400 Trail Extension at Station 315+13.00 thence N 9°30'33.3" W a distance of 19.383 feet to a point 30.343 feet right of Centerline PATH400 Trail Extension at Station 315+25.00 thence N 9°30'33.3" W a distance of 21.091 feet to a point 27.564 feet right of Centerline PATH400 Trail Extension at Station 315+44.00 thence N 9°30'33.3" W a distance of 42.649 feet to a point 22.314 feet right of Centerline PATH400 Trail Extension at Station 315+86.33 thence S 89°25'34.1" E a distance of 14.706 feet to a point 37.000 feet right of Centerline PATH400 Trail Extension at Station 315+85.55 thence S 9°38'39.1" E a distance of 39.867 feet to a point 42.000 feet right of Centerline PATH400 Trail Extension at Station 315+46.00 thence S 9°52'03.1" E a distance of 22.304 feet to a point 45.000 feet right of Centerline PATH400 Trail Extension at Station 315+26.00 thence S 11°33'41.5" E a distance of 14.804 feet to a point 49.000 feet right of Centerline PATH400 Trail Extension at Station 315+18.00 thence S 67°15'41.8" W a distance of 15.658 feet to a point 35.860 feet right of Centerline PATH400 Trail Extension at Station 315+13.00 and the POINT OF BEGINNING.

The above described parcel contains ± 0.03 acres (1173.216 sq. ft.)

TOGETHER WITH:

Project:	PI# 0015023
Name:	PATH400 Trail Extension
Parcel #:	4A/ Fulton County Board of Education
Tax ID#:	170039LL0554

Alignment Name:	DE11000
Alignment Description:	PARCEL 4A PERM ESMT

Beginning at a point 26.271 feet left of Centerline Northland Drive Spur at Station 401+06.74 thence N 17°37'40.2" E a distance of 178.805 feet to a point 7.605 feet right of Centerline PATH400 Trail Extension at Station 301+62.76 thence N 22°51'05.7" E a distance of 240.397 feet to a point 0.129 feet right of Centerline PATH400 Trail Extension at Station 304+02.57 thence N 25°00'10.0" E a distance of 161.228 feet to a point 2.537 feet right of Centerline PATH400 Trail Extension at Station 305+63.83 thence N 25°42'46.5" E a distance of 147.169 feet to a point 3.193 feet right of Centerline PATH400 Trail Extension at Station 307+11.02 thence N 25°43'39.9" E a distance of 241.127 feet to a point 3.616 feet right of Centerline PATH400 Trail Extension at Station 309+52.19 thence along an arc 112.965 feet to the right, having a radius of 2864.390 feet, the chord of which is N 26°51'28.5" E for a distance of 112.958 feet, to a point 4.152 feet right of Centerline PATH400 Trail Extension at Station 310+65.19 thence N 27°58'51.9" E a distance of 476.082 feet to a point 20.764 feet left of Centerline PATH400 Trail Extension at Station 315+65.79 thence N 62°04'43.8" E a distance of 47.721 feet to a point 22.314 feet right of Centerline PATH400 Trail Extension at Station 315+86.33 thence S 9°30'33.3" E a distance of 42.649 feet to a point 27.564 feet right of Centerline PATH400 Trail Extension at Station 315+44.00 thence S 9°30'33.3" E a distance of 21.091 feet to a point 30.343 feet right of Centerline PATH400 Trail Extension at Station 315+25.00 thence S 9°30'33.3" E a distance of 19.383 feet to a point 35.860 feet right of Centerline PATH400 Trail Extension at Station 315+13.00

thence S 9°30'33.3" E a distance of 29.505 feet to a point 50.433 feet right of Centerline PATH400 Trail Extension at Station 314+98.00 thence S 60°05'12.2" W a distance of 43.691 feet to a point 34.000 feet right of Centerline PATH400 Trail Extension at Station 314+74.00 thence S 50°08'25.2" W a distance of 59.645 feet to a point 34.000 feet right of Centerline PATH400 Trail Extension at Station 314+12.00 thence S 41°29'30.2" W a distance of 61.557 feet to a point 34.000 feet right of Centerline PATH400 Trail Extension at Station 313+45.00 thence S 34°27'26.3" W a distance of 34.019 feet to a point 34.000 feet right of Centerline PATH400 Trail Extension at Station 313+08.00 thence S 28°30'56.9" W a distance of 208.356 feet to a point 34.000 feet right of Centerline PATH400 Trail Extension at Station 310+97.00 thence S 26°16'20.6" W a distance of 176.010 feet to a point 35.000 feet right of Centerline PATH400 Trail Extension at Station 309+20.00 thence S 25°33'22.7" W a distance of 252.764 feet to a point 35.000 feet right of Centerline PATH400 Trail Extension at Station 306+67.00 thence S 64°28'45.9" E a distance of 27.000 feet to a point 62.000 feet right of Centerline PATH400 Trail Extension at Station 306+67.00 thence S 25°31'06.2" W a distance of 67.937 feet to a point 62.000 feet right of Centerline PATH400 Trail Extension at Station 305+99.00 thence N 64°32'16.9" W a distance of 27.000 feet to a point 35.000 feet right of Centerline PATH400 Trail Extension at Station 305+99.00 thence S 24°25'58.2" W a distance of 178.733 feet to a point 35.000 feet right of Centerline PATH400 Trail Extension at Station 304+19.00 thence S 23°35'11.4" W a distance of 223.839 feet to a point 36.000 feet right of Centerline PATH400 Trail Extension at Station 301+98.00 thence S 16°56'57.5" W a distance of 19.316 feet to a point 40.000 feet right of Centerline PATH400 Trail Extension at Station 301+80.00 thence S 8°59'37.9" W a distance of 37.336 feet to a point 53.000 feet right of at Station 301+45.00 thence S 1°35'36.5" E a distance of 23.324 feet to a point 65.000 feet right of Centerline PATH400 Trail Extension at Station 301+25.00 thence S 8°59'07.1" E a distance of 58.248 feet to a point 69.000 feet right of Centerline Northland Drive Spur at Station 401+70.00 thence S 52°48'01.8" E a distance of 16.853 feet to a point 81.000 feet right of Centerline Northland Drive Spur at Station 401+58.17 thence along an arc 49.821 feet to the left, having a radius of 225.150 feet, the chord of which is S 65°42'34.7" W for a distance of 49.719 feet, to a point 33.426 feet right of Centerline Northland Drive Spur at Station 401+43.72 thence along an arc 55.103 feet to the left, having a radius of 224.969 feet, the chord of which is S 52°26'03.8" W for a distance of 54.966 feet, to a point 3.506 feet left of Centerline Northland Drive Spur at Station 401+09.10 thence N 57°24'10.3" W a distance of 22.887 feet to a point 26.271 feet left of Centerline Northland Drive Spur at Station 401+06.74 and the POINT OF BEGINNING.

The above described parcel contains ± 1.45 acres (63054.544 sq. ft.)

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE ON THAT TRACT OF LAND (TAX ID# 17-0040- LL-055-4), LYING IN LAND LOT 40 OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

WHEREAS, the City of Sandy Springs ("City") is currently in the process of constructing the T-0060 path 400 Trail Extension Project ("Project"); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 64,227.76 square feet of Permanent Easement for Construction and Maintenance ("Property"), on [Tax ID# 17-0040- LL-055-4], in Land Lot 40 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by the Hospital Authority of Fulton County ("Owner"); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of $160,600.00; and

WHEREAS, the settlement is $166,600.00 and is based upon the appraised fair market value for purchase of the Property; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Permanent Easement for Construction and Maintenance ("Agreement") for purchase of the Property in the amount of $160,600.00; and

WHEREAS, the City desires to purchase the Property and to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA:

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of $160,600.00;

2. That the attached Agreement is hereby approved;

3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and

4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th day of December, 2022.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk

(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: November 15, 2022 Submission for the December 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a Contract Award to Tri Scapes, Inc. for Morgan Falls Athletic Complex Improvements, and to Authorize the City Manager to Execute the Contract

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Recommendation:

Staff recommends that the Mayor and City Council approve contract award to Tri Scapes, Inc. ("Tri Scapes") for improvements at Morgan Falls Athletic Complex ("Project").

Background:

On October 5, 2022, the City advertised its Invitation to Bid seeking bids ("Responses") to perform the Project. The deadline for submission of Responses was November 11, 2022. Four (4) Responses received and following review, two (2) Responses were determined to be non-responsive. The Responses were as follows:

Firm	Bid
Tri Scapes, Inc.	$1,249,100.45
Bayne Development Group	$1,439,125.00
The Wind Screen Factory	$ 366,441.08 (non-responsive)
Warren Collins &Associates, Inc. DBA Collins Company	$ 299,659.00 (non-responsive)

Discussion:

The Project includes design and work related to overhead safety netting, shade structures, bleacher seating, trench drainage, and adding a bottle filling station. Sandy Springs Youth Sports Association ("SSYSA") has a contract with the City to use the Morgan Falls Athletic Park for its programming and has been included on discussions and recommendations related to the Project. SSYSA understands the coordination that must take place to accommodate performance of the Project. A six (6) month construction period is anticipated. Since Tri Scapes is the lowest, most responsible and responsive bid, staff recommends award of a contract to Tri Scapes in the amount of $1,249,100.45.

Financial Impact:

Recreation and Parks will be responsible for the contracted amount of $1,249,100.45. There is sufficient funding within Recreation and Parks' Capital Improvement account P2216 to fund this contract.

Alternatives:

Mayor and City Council may choose not to award to Tri Scapes and provide further instruction to staff.

Review:

Erika Sherman, Administrative Asst.	Created/Initiated - 11/23/2022
Michael Perry, Director of Recreation and Parks	Approved - 11/23/2022
Kristin Byars Smith, Assistant City Manager	Approved - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/25/2022
Kathy Williams, Staff Attorney	Approved - 11/26/2022
Eden Freeman, City Manager	Final Approval - 12/1/2022

Attachments:

1. Resolution

RESOLUTION NO: _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE CONTRACT AWARD TO TRI SCAPES INC. FOR IMPROVEMENTS AT MORGAN FALLS ATHLETIC COMPLEX, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, on October 5, 2022, the City advertised its Invitation to Bid ("ITB") seeking bids to perform certain improvements at Morgan Falls Athletic Complex ("Project"); and

WHEREAS, the Project includes design and construction of overhead safety netting, shade structures, bleacher seating, water bottle filling station, and trench drainage; and

WHEREAS, staff received responses to the ITB ("Responses") on November 11, 2022, including a Response from Tri Scapes, Inc. ("Tri Scapes"); and

WHEREAS, two (2) Responses were deemed non-responsive to the ITB; and

WHEREAS, Tri Scapes was determined to have submitted the lowest, most responsive and responsible bid at $1,249,100.45; and

WHEREAS, staff recommends contract award to Tri Scapes;

NOW, THERFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, that:

1. Tri Scapes is hereby awarded the contract to perform the Project in the amount of $1,249,100.45; and
2. the City Manager is hereby authorized to execute a contract with Tri Scapes, subject to approval of the City Attorney and the City Finance Director, and
3. the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLOVED this 6th day of December, 2022.

APPROVED:

By: _____
Russell K. Paul, Mayor

Attest:

_____
Raquel Gonzalez, City Clerk

(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members

FROM: Eden Freeman, City Manager

DATE: November 28, 2022 Submission for the December 6, 2022 Meeting

ITEM: Request for Mayor and City Council to Approve a Budget Amendment to the FY 2023 Budget for the Purpose of Purchasing Property

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Recommendation:

The City Manager and the City Attorney recommend the Mayor and City Council accept and approve the Purchase and Sale Agreement for the property located at 142 Hilderbrand Drive, Land Lot 89, 17th Land District, Lots 34 and 35, owned by William and Lynn H. Galusha.

It is also recommended that the Mayor and City Council first authorize a budget amendment to the FY 2023 budget, transferring $500,000 from General Fund Balance to Project CC001 (Land Acquisition), to accomplish the purchase.

Background:

In efforts to support the need to promote the development of the City Springs area and to further the development of the downtown of the City, City Staff has identified this parcel as the last parcel necessary to assemble the area between City Hall and areas south. The City Manager and City Attorney have negotiated in good faith with the Owners to come to an amicable agreement that includes the sell of the property and business.

Discussion:

The property in question is a commercial operation and the purchase will end the business of the current owner. The value of the building is to tear it down and assemble the property for a planned development.

Financial Impact:

City Staff negotiated a Purchase and Sale Agreement wherein the City may acquire the Property and business for the purchase price of $1,500,000.00. The closing, per the proposed agreement, would occur January 3, 2023. A budget amendment in the the amount of $500,000 is required achieve the purchase. It is recommended that the Mayor and City Council authorize the transfer of $500,000.00 from General Fund Balance to Project CC001 (Land Acquisition).

Alternatives:

n/a

Review:

Raquel Gonzalez, City Clerk	Created/Initiated - 12/1/2022
Toni Carlisle, Chief Financial Officer	Approved - 12/1/2022
Kathy Williams, Staff Attorney	Approved - 12/1/2022
Eden Freeman, City Manager	Final Approval - 12/2/2022

Attachments:

1. Ordinance - Budget Amendment CC0001

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE TO AMEND THE CITY OF SANDY SPRINGS FY 2023 BUDGET TO AUTHORIZE ADDITIONAL FUNDING FOR PROJECT CC0001 (CITY CENTER LAND ACQUISITION)

WHEREAS, the City of Sandy Springs ("City") has the need for additional funding for the City Center Land Acquisition project (CC001); and

WHEREAS, Staff recommends transferring $500,000.00 to City Center Land Acquisition project (CC0001) from the General Fund Balance; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, that the FY 2023 budget is hereby amended to increase the budget for the City Center Land Acquisition Project in the amount of $500,000.00, as described above.

APPROVED AND ADOPTED this the 6th day of December, 2022.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
City Clerk

(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members

FROM: Eden Freeman, City Manager

DATE: November 15, 2022 Submission for the December 6, 2022 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of the Purchase and Sale Agreement for Property Located at 142 Hilderbrand Drive, in Land Lot 89, 17th Land District, Lots 34 and 35

Recommendation:

The City Manager and the City Attorney recommend the Mayor and City Council accept and approve the Purchase and Sale Agreement for the property located at 142 Hilderbrand Drive, Land Lot 89, 17th Land District, Lots 34 and 35, owned by William and Lynn H. Galusha.

It is also recommended that the Mayor and City Council first authorize a budget amendment to the FY 2023 budget, transferring $500,000 from General Fund Balance to Project CC001 (Land Acquisition), to accomplish the purchase.

Background:

In efforts to support the need to promote the development of the City Springs area and to further the development of the downtown of the City, City Staff has identified this parcel as the last parcel necessary to assemble the area between City Hall and areas south. The City Manager and City Attorney have negotiated in good faith with the Owners to come to an amicable agreement that includes the sell of the property and business.

Discussion:

The property in question is a commercial operation and the purchase will end the business of the current owner. The value of the building is to tear it down and assemble the property for a planned development.

Financial Impact:

City Staff negotiated a Purchase and Sale Agreement wherein the City may acquire the Property and business for the purchase price of $1,500,000.00. The closing, per the proposed agreement, would occur January 3, 2023. A budget amendment in the the amount of $500,000 is required achieve the purchase. It is recommended that the Mayor and City Council authorize the transfer of $500,000.00 from General Fund Balance to Project CC001 (Land Acquisition).

Alternatives:

n/a

Review:

Raquel Gonzalez, City Clerk	Created/Initiated - 11/23/2022
Toni Carlisle, Chief Financial Officer	Approved - 11/25/2022
Kathy Williams, Staff Attorney	Approved - 11/26/2022
Eden Freeman, City Manager	Final Approval - 12/1/2022

Attachments:

1. Resolution - PSA 142 Hilderbrand Drive
2. Purchase and Sale Agreement - 142 Hilderbrand Drive
3. Property Survey - PSA 142 Hilderbrand Drive
4. Aerial Map - PSA 142 Hilderbrand Drive
5. GIS Map - PSA 142 Hilderbrand Drive

RESOLUTION NO. 2022-12-XXXX

STATE OF GEORGIA
COUNTY FULTON

A RESOLUTION OF THE CITY OF SANDY SPRINGS MAYOR AND CITY COUNCIL TO APPROVE THE PURCHASE OF CERTAIN PROPERTY LOCATED AT 142 HILDERBRAND DRIVE, IN LAND LOT 89, 17TH LAND DISTRICT, LOTS 34 AND 35; TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAME; AND FOR OTHER PURPOSES

WHEREAS, the City of Sandy Springs Mayor and City Council has determined it is necessary to promote the development of the City Springs area within the City of Sandy Springs ("City") to protect and serve the community ("Project"); and

WHEREAS, in order to promote the development, fee simple rights are required over, under, and through the property located at **142 HILDERBRAND DRIVE, IN LAND LOT 89, 17TH LAND DISTRICT, LOTS 34 AND 35** ("Property"); and

WHEREAS, City Staff has negotiated a Purchase and Sale Agreement wherein the City may acquire the Property and business for the purchase price of $1,500,000.00 ("Agreement"); and

WHEREAS, the Mayor and City Council have considered the Purchase and Sale Agreement and have decided the most efficient way to ensure the promotion of the proper development of the City Springs area is to acquire the Property by purchase under the terms and conditions of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS:

The City Manager is authorized to accept the Purchase and Sale Agreement to acquire the fee simple rights over, under, and across the property located at **142 HILDERBRAND DRIVE, IN LAND LOT 89, 17TH LAND DISTRICT, LOTS 34 AND 35**, in order to ensure the timely completion of the Project. The City Manager is hereby authorized to execute any documents in the furtherance of this Resolution, subject to approval by Legal and Finance.

APPROVED AND ADOPTED this 6th day of December, 2022.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. González, Clerk

(Seal)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (**"Agreement"**) is made and entered into as of the Effective Date specified below, by and between **WILLIAM AND LYNN H. GALUSHA** (**"Seller"**) and **CITY OF SANDY SPRINGS, GEORGIA,** a municipal corporation organized and existing under the laws of the State of Georgia (**"Purchaser"**).

W I T N E S S E T H:

1. Agreement to Purchase Property. Purchaser hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following property and business ("Property"):

All that tract or parcel of land lying and being in Land Lot 89 of the 17th District, Fulton County, Georgia, being part of lots 34 and 35, subdivision of E. S. Hilderbrand property, and being more particularly described as follows:

Beginning at a point on the north side of Hilderbrand Ave, 900 feet West from the northwestern intersection of Roswell Road and Hildebrand Avenue, said point being at the southwest point of Lot 36 and running thence West along the north side of Hilderbrand avenue a distance of 100 feet to the southeast corner of Lot 33; thence northeasterly 129.5 feet; thence easterly 100 feet, thence southerly 137.1 feet to the north side of Hildebrand Avenue and the point of beginning, and being full interest in same property as described in Deed Book 7062, page 95, Fulton County, Georgia Superior Court records.

AND

All the interest Seller may hold in the good will of the, business, Flo Ken, Inc.

2. Purchase Price, Method of Payment.

(a) Purchase Price of Property. The purchase price for the Property (**"Purchase Price"**) shall be **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (**$1,500,000.00**). This total price is derived from the value of the real property, described above, $860,000.00 and the value of the Seller's interest in the good will of the business, Flo Ken, Inc., valued at $640,000.00, added together to make the total Purchase Price. The Purchase Price, after crediting the Earnest Money, subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller on the Closing Date.

3. Earnest Money.

(a) Within three (3) business days after the Effective Date, as defined herein below, Purchaser shall pay to The Law Firm of John W. Bell, P.C. ("Escrow Agent") the sum of **TEN THOUSAND AND NO/100 DOLLARS** (**$10,000.00**) as the initial earnest money deposit. The initial earnest money deposit and any additional earnest money paid to the Escrow Agent by the Purchaser pursuant to this Agreement are herein called the "**Earnest Money**."

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(b) If Closing should occur hereunder, Escrow Agent shall pay the Earnest Money to the closing agent and the Earnest Money shall be applied and credited in reduction of the Purchase Price.

(c) If Closing does not occur hereunder because: (1) Purchaser exercises any unexpired right or option under this Agreement to rescind, cancel or terminate this Agreement within the time provided herein; (2) Seller fails or is unable to deliver Seller's deed and other Deliveries to the Purchaser conveying the quality of title to the Property required by this Agreement; or (3) Seller defaults under this Agreement and fails to cure such default within the period allowed for cure, the Purchaser shall have the option to notify Escrow Agent, after the passage of any required notice period, to immediately refund the Earnest Money to Purchaser, less the sum of **TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($225.00)**, which shall be paid to Seller in consideration for this Agreement, whereupon this Agreement shall terminate and the parties to this Agreement shall have no further rights, duties or obligations to the other, except as otherwise specifically provided by this Agreement.

(d) Otherwise, the Earnest Money shall be deemed non-refundable and shall be paid to the Seller upon the termination of this Agreement. Until one of the preceding conditions should exist, the Earnest Money shall be held and disbursed by Escrow Agent strictly in accordance with the terms and provisions of Section 6 of this Agreement.

4. Title.

(a) Warranty of Title. At Closing, Seller shall convey Good and Marketable Fee Simple Title (as hereinafter defined) to said Property by limited warranty deed, in proper form for recording, subject only to the Permitted Exceptions (as hereinafter defined). Seller warrants that on the Closing Date as herein defined, the Property is unencumbered by any leases and there is no tenant in possession.

(b) Good and Marketable Fee Simple Title/ Existing Title Exceptions. For all purposes of this Agreement, "**Good and Marketable Fee Simple Title**" shall mean fee simple title, such title as is insurable by a title insurance company selected by the Purchaser, which is licensed to do business in Georgia under such title company's standard ALTA form of Georgia owner's policy of title insurance, at its standard rates subject only to the following (collectively, the "**Permitted Exceptions**"): (i) the standard exclusions therein; (ii) ad valorem taxes assessed against the Property not due and payable on or before the Closing Date; (iii) zoning and land use laws and regulations; (iv) all matters, if any, not objected to by Purchaser within the time period specified in Section 4(c) below; and (v) any matter objected to but not cured by Seller and which Purchaser elects to accept.

(c) Title Objections. Purchaser shall have thirty (30) days following the Effective Date to conduct an examination of the condition of Seller's title to the Property (including matters of survey), and to deliver to the Seller written notice of any objections ("**Title Objection Notice**") by the Purchaser to the condition of the Seller's title. Subject to Section 4(f) below, any objectionable matters omitted from Purchaser's Title Objection Notice or if Purchaser fails to deliver the Title Objection Notice within the thirty (30) day period specified, all such matters of title except for "**Monetary Encumbrances**" as defined in Section 4(e) below shall be deemed waived by Purchaser.

(d) Cure Period. Seller shall have until thirty (30) days from the date of Purchaser's initial notice of objections, if any, in which to review such title objections and, if Seller elects, to give Purchaser notice of any objections specified in such notice which Seller intends to attempt to cure ("**Seller's Title Response**"). With the exception of any "Monetary Encumbrances," Seller shall have no obligation to take any action whatsoever to cure any objections by Purchaser to the condition of Seller's title. Any matters to which the Purchaser does not object within the thirty (30) day period provided herein (other than Monetary Encumbrances) shall become Permitted Exceptions at the end of such thirty (30) day

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period. Unless Seller notifies the Purchaser within such thirty (30) day period of any of Purchaser's objections which the Seller intends to cure, the Seller shall be deemed to have declined to cure any such objections. Seller shall have a reasonable time, but not more than thirty (30) days after the delivery of Purchaser's notice of title objections, to remove any of Purchaser's objections to Seller's title which the Seller has agreed to attempt to cure, provided that the Seller shall not be deemed to be in default of this Agreement, if the Seller fails or is unable to remove any such title objections.

(e) Removal of Monetary Encumbrances. Notwithstanding any other provision of this Agreement, the Seller shall be obligated to remove not later than Closing all security deeds, mortgages, tax liens, financing statements and other liquidated financial encumbrances of any kind affecting Seller's title to the Property incurred by, against or at the instance of the Seller, whether or not such matters were included in any notice of objection by the Purchaser to Seller's title ("Monetary Encumbrances"). The closing attorney shall withhold and disburse from the Purchase Price a sufficient amount thereof to satisfy all such Monetary Encumbrances.

(f) Purchaser's Termination Right. If Seller fails to attempt or is unable to cure all of the Purchaser's valid objections to the condition of the Seller's title hereunder of which Seller received timely notice as provided in Section 4(c) above, or if the Seller fails to remove all such objections, if any, which the Seller has agreed to attempt to cure within the time allowed herein, then at the option of the Purchaser, to be exercised by the Purchaser within ten (10) days following delivery (or deemed delivery) of Seller's Title Response, Purchaser may, in Purchaser's sole discretion and as its sole remedy: (1) waive all of Purchaser's unsatisfied objections (other than Monetary Encumbrances) and purchase the Property, in which case, all remaining objections other than Monetary Encumbrances shall become Permitted Exceptions; or (2) terminate this Agreement by written notice to the Seller, in which case Seller shall promptly refund any Earnest Money paid (less the sum of **TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($225.00)**, which shall be paid to Seller in consideration for this Agreement) and, upon receipt of such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other.

(g) Changes in Condition of Seller's Title after the Effective Date. Seller agrees and covenants with the Purchaser that, from and after the Effective Date, Seller will not take any action or allow any condition to exist which will adversely affect the condition of the Seller's title on the Effective Date without the prior written consent of Purchaser, which consent shall not be unreasonably withheld. However, notwithstanding Subsection (f) hereof, in the event that, after the county record date of the Purchaser's examination of title or title commitment and before Closing, Purchaser discovers any adverse change in the condition of Seller's title (other than Monetary Encumbrances) which did not first appear of record until after the Effective Date of this Agreement, Purchaser shall have the additional right to object to such new matters at any time prior to the Closing; and, in the event of such objections, Seller shall have thirty (30) days within which to cure all such objections. If Seller should fail to cure all such new objections within such thirty (30) day period, Purchaser shall have the right to elect within ten (10) days following the end of such thirty (30) day period between the actions described in Paragraphs (1) and (2) of Subsection (f) hereof. If the Purchaser elects to Close notwithstanding such objections, all title restrictions of record on the Closing Date (other than Monetary Encumbrances) shall become Permitted Exceptions.

(h) Failure to Deliver Written Election. If the Purchaser should fail to make a timely election by delivery of written notice to the Seller between the waiver and termination alternatives of Paragraphs (1) and (2) of Subsections (f) and (g) hereof, Purchaser shall be conclusively deemed to have waived such objections.

5. Purchaser's Inspection and Other Due Diligence

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(a) Access and Inspection. From the Effective Date of this Agreement (as defined below) until the Closing Date, Seller hereby grants Purchaser the right to enter upon the Property at reasonable times after reasonable prior notice to the Seller, after Seller has agreed to the timing and at the Purchaser's sole risk and expense, for the purpose of conducting such appraisals, traffic studies, wetlands studies, noninvasive environmental and soils tests and reports, engineering and any other inspections and investigations contemplated by this Agreement. Notwithstanding the foregoing, without the Seller's express consent, representatives of the Purchaser shall not enter the interior of the buildings that may be located upon the Property or any areas of the Property that may be fenced and gated without a representative of the Seller being present. To the extent permitted by law, Purchaser hereby agrees to indemnify and hold Seller harmless from any and all liability, damage, injury, claims and/or actions (including, without limitation, reasonable attorneys' fees, and court costs) and against any and all claims for death or injury to persons or damage to properties arising out of or as a result of Purchaser's or its agents or contractors or other representatives or their employees going upon the Property pursuant to the provisions of this Paragraph or otherwise. This obligation to indemnify and hold Seller harmless shall survive the Closing and any termination of this Agreement. Purchaser shall promptly restore the Property to its condition on the date hereof to the extent practicable after all such tests or surveys, with Purchaser's obligation so to restore to survive any termination of this Agreement. Purchaser agrees that, prior to undertaking any physical inspections of the Property, Purchaser or Purchaser's agents will obtain not less than One Million ($1,000,000.00) Dollars commercial general liability insurance with a contractual liability endorsement which insures Purchaser's indemnity obligations hereunder and which names Seller and Seller's property manager at the Property, as insureds thereunder (a copy of which policy shall be provided by Purchaser to Seller prior to undertaking any inspections under this Section).

(b) Seller Due Diligence Deliveries. Seller shall deliver to the Purchaser within five (5) business days after the Effective Date complete and accurate copies of any surveys, inspections, leases, environmental tests and reports, or other documents in Seller's possession evidencing any encumbrances existing on the Property.

(c) Purchaser's Right to Terminate. In the event that Purchaser's inspection and investigation of the Property results in a determination by the Purchaser that the Property is unsatisfactory for Purchaser's intended uses or is otherwise unsuitable or unacceptable in any respect, the Purchaser may terminate this Agreement by delivery to the Seller (with a copy to the Escrow Agent) of written notice of termination on or before close of business (5:00 p.m. local time) thirty (30) days after the Effective Date. The period beginning on the Effective Date and ending on the earlier of: (1) the date the Purchaser delivers written notice to the Seller that the Purchaser waives all rights to terminate this Agreement pursuant to this Subsection; or (2) thirty (30) days after acceptance of this Purchase and Sale Agreement (sometimes referred to herein as the "Free Look Period"). Upon receipt of a timely notice of termination, the Escrow Agent shall promptly refund all Earnest Money paid (less the sum of **TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($225.00)**, which shall be paid to Seller in consideration for this Agreement), and, upon receipt of such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other. If the Purchaser does not deliver such written notice of termination on or before such date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 5, and such right shall expire, become null and void and shall have no further force or effect. Except in the case of an express written waiver, nothing herein shall be deemed, however, to result in a waiver of any other express right or option of the Purchaser to terminate this Agreement, including the Purchaser's right to terminate under Section 4 - Title, which shall be conditions separate from the Purchaser's termination right hereunder.

(d) Inspections at Purchaser's Risk and Expense. All inspections and testing of the Property by Purchaser and its agents shall be performed at the sole cost and risk of the Purchaser. If this

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Agreement is terminated, Purchaser shall promptly return to Seller all information that exists in any form or media regarding the Property provided by or on behalf of Seller, together with copies, at no cost to Seller, of all title, surveys, engineering, traffic, environmental, soils and other reports and studies obtained by Purchaser through its investigation of the Property assigned to Seller, if possible.

(e) Invasive Testing. Any invasive testing or inspections may be performed only upon Seller's prior written approval of the same, which consent may be withheld in Seller's sole discretion.

6. Escrow Instructions

(a) Handling of Earnest Money. Escrow Agent shall promptly advise Seller and Purchaser in writing if the Earnest Money is not received by Escrow Agent in a timely fashion. Escrow Agent shall promptly deposit and hold the Earnest Money in the federally insured account at the banking institution where the Escrow Agent maintains the other funds it holds in escrow for its clients and others ("Escrow Account"). Escrow Agent may commingle the Deposit with funds of other clients in the Escrow Account and shall retain the interest earned on the Earnest Money to compensate the Escrow Agent for performing its obligations hereunder. Escrow Agent shall not be accountable for any direct or indirect incidental benefit which Escrow Agent may receive from the depository bank which is attributable to the Earnest Money.

(b) Disbursement of Funds. At such time as Escrow Agent receives written notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, and the person to whom the Earnest Money is to be disbursed is other than the closing attorney, Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of five (5) calendar days after giving such notice. If the Escrow Agent receives written notice from either Seller or Purchaser within such five (5) day period, which notice countermands or objects to the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Section 5, then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in Section 5 without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or objecting to a request for disbursement.

(c) Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (1) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (2) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

(d) Disputes/ Interpleader. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing

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so, or if Escrow Agent has not disbursed the Earnest Money on or before the thirtieth (30th) day following the Closing Date specified in Section 7, then Escrow Agent shall be entitled, but not required, to tender the Earnest Money into the registry or custody of any court of competent jurisdiction, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for negligence, willful misconduct or breach of trust by Escrow Agent). The Escrow Agent may reimburse itself from the Earnest Money for a reasonable attorney's fee and other reasonable costs of filing any such interpleader action. The Escrow Agent may also, in its discretion, elect to refrain for any period from initiating any such interpleader action, and may in lieu thereof, continue to hold the Earnest Money in escrow subject to the terms and conditions of this Section pending a resolution of all disputes between the parties.

7. Closing. The term "Closing," as used herein, means the consummation of the purchase and sale of the Property pursuant to this Agreement. The Closing shall include, *inter alia,* the delivery and acceptance of the Purchase Price by the Seller and the execution and delivery by the Purchaser and Seller as applicable of the Closing Documents and other Deliveries described herein.

(a) Closing Date. The term "Closing Date," as used herein, means the date on which the Closing is consummated.

(1) Initial Closing Date. Subject to the rights of the Purchaser and the Seller to defer the Closing Date by exercising their respective extension rights as set forth in this Agreement, the Closing shall take place on January 3, 2023 ("**Initial Closing Date**") via mail away through the escrow services of the closing attorney, as elected by Purchaser, within fifteen (15) miles of the City of Sandy Springs.

(2) Purchaser's Right to Extend. Should Purchaser, in Purchaser's sole discretion, desire to extend the Closing Date by up to an additional thirty (30) days, Purchaser shall have the one time right to extend Closing and may obtain such extension upon delivery of written notice of such thirty (30) day extension to Seller before the date five (5) business days before the Initial Closing Date and payment to the Escrow Agent of **TEN THOUSAND AND NO/100 DOLLARS ($10,000.00)** as additional Earnest Money. If this Agreement should terminate without Closing, all additional Earnest Money shall be treated as Earnest Money subject to the provisions of this Agreement.

(b) Closing Documents. On the Closing Date:

(1) Seller Deliveries. Seller shall execute the following documents and instruments provided by Purchaser's counsel, all in a standard form and substance reasonably satisfactory to legal counsel for the Purchaser and Seller, duly executed by or on behalf of Seller (where applicable under oath or in proper legal form for recording): (i) a limited warranty deed conveying Seller's Good and Marketable Fee Simple Title to the Property to the Purchaser, subject only to Permitted Exceptions; (ii) any curative documents which the Seller may agree to furnish in connection with the Closing pursuant to Section 4 hereof; (iii) a Sellers' affidavit of ownership with respect to the Property, qualified to the knowledge of Seller and providing that nothing contained therein shall in any way enlarge or otherwise modify the warranty of title given in the deed of conveyance at Closing which shall include a statement that the Property is unencumbered by any leases or tenants in possession; and (iv) such tax certifications, affidavits of authority and residency, and other customary closing documents as reasonably requested.

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(2) Purchaser Deliveries. Purchaser shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement and shall also execute and deliver other customary closing documents as reasonably requested.

(3) Closing Memorandum. Purchaser and Seller shall execute and deliver a settlement statement, HUD-1 Form or other closing memorandum disclosing the prorations, adjustments, funds paid and received by and to all parties at the Closing in reasonable detail, together with such other information concerning the Closing as the closing attorney should reasonably consider necessary and proper to properly and accurately document the Closing.

(c) Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Purchaser and Seller at Closing, or thereafter if Purchaser and Seller shall agree:

(1) All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property, hereinafter called the "Taxes", for the year in which Closing occurs shall be prorated between the Seller and the Purchaser.

(2) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date. All such prorations and adjustments to be made in conjunction with the Closing shall be made as of the Closing Date and shall be effective at Closing, except as otherwise provided and as further specified herein.

(d) Costs of Closing. At Closing:

(1) the Seller shall pay: (i) the fees of the Seller's attorney and any other advisors; (ii) the cost of satisfying all Monetary Encumbrances and removing the same from the public records; (iii) the cost of preparing and filing any curative documents which the Seller may agree to deliver pursuant to Section 4 hereof; and (iv) any other costs which the Seller may expressly agree to pay pursuant to this Agreement, but no other charges;

(2) The Purchaser shall pay: (i) as required by law, the State of Georgia Real Estate Transfer Tax payable on the recording of the Seller's deed; (ii) all recording costs not payable by the Seller; (iii) all costs of Purchaser's title examination, title commitment and any updates and Purchaser's title premiums; (iv) all costs of Purchaser's surveys, appraisals, soils and environmental testing, wetlands investigations and other due diligence costs incurred in connection with the Purchaser's due diligence investigation of the Property; (v) the fees of Purchaser's attorney and other advisors; and (vi) any other costs and expenses of the transaction which are not the obligation of any other person hereunder.

8. Warranties and Representations of the Seller / Limitations and Merger. Seller represents, warrants and covenants that, to the best of Seller's present knowledge, information and belief:

(a) Seller has the right, power, authority, discretion and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement. Any individuals who may have executed this Agreement on behalf of the Seller in their representative capacities are duly constituted, appointed or elected and authorized to do so; any consent required by the Seller's members or shareholders to make such action effective has been obtained,

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(b) There are no lawsuits pending or threatened against or involving Seller or the Property which affect Seller's title to the Property;

(c) Seller has not received notice of pending or threatened claims, special assessments, or other adverse claims affecting the Property;

(d) The Purchaser and Seller agree that Seller shall be entitled to occupy and otherwise use the property, without paying rent, until May 30, 2023, on that Date, Seller warrants that the Property will not be encumbered by any leases, and that there will be no Tenants in possession of the Property; and

(e) On or before May 30, 2023, Seller shall provide Purchaser with all keys, door openers, codes, and other similar equipment pertaining to the Property.

8. Purchaser's Representations and Warranties. The Purchaser is a municipal corporation duly authorized and existing under the laws of the State of Georgia. Subject to the conditions specified herein below, Purchaser has the right, power, authority, discretion and capacity to buy the Property in accordance with the terms, provisions and conditions of this Agreement. The individual who has executed this Agreement on behalf of the Purchaser in his representative capacities is duly constituted, appointed or elected and authorized to do so.

9. Default and Remedies

(a) If the purchase and sale of the Property contemplated hereby does not Close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Purchaser of Purchaser's obligations under this Agreement, and if the Purchaser fails or refuses to cure such default within ten (10) days after delivery of notice thereof from Seller describing the default and, if any action is possible to cure the same, describing such action, Seller shall retain the Earnest Money as bargained for liquidated damages incurred by the Seller arising from the Purchaser's failure to close, and not a penalty.

(b) If the purchase and sale of the Property contemplated hereby does not Close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Seller of Seller's obligations under this Agreement, and if the Seller fails or refuses to cure such default within ten (10) days after delivery of notice thereof from Purchaser describing the default and, if any action is possible to cure the same, describing such action, Purchaser shall elect either, as its sole remedy: (1) to terminate this Agreement by delivery of written notice of termination to the Seller, in which case the Earnest Money shall be promptly refunded to Purchaser; or (2) in the alternative, the Purchaser shall have the right to sue Seller for specific performance of this Agreement. The inability of Seller to convey the Property to the Purchaser on the Closing Date with the quality of title required by this Agreement shall not constitute a default by Seller under this Agreement unless the title restriction causing such inability arises after the Effective Date by reason of a willful action of the Seller in violation of this Agreement or the failure to take an action required by this Agreement which Seller could have taken.

10. Damage or Destruction Before Closing. Seller shall continue to maintain its current property and casualty and general liability insurance coverages in effect through the later of the Closing Date or the date Seller tenders possession of the Property to the Purchaser.

11. Assignment. This Agreement may not be assigned by Purchaser, in whole or in part, without the prior written consent of Seller.

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12. Binding Effect. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective legal representatives, successors and permitted assigns, pursuant to Section 24 below.

13. Brokerage Commission; Disclosure. Seller and Purchaser hereby represent and warrant to the other that he/she/they have not dealt with any real estate Broker, agent or salesperson so as to create any legal right or claim in any such Broker, agent or salesperson for a commission or similar fee or compensation with respect to the negotiation and/or consummation of this Contract. Purchaser and Seller acknowledge that they are not represented by a Broker unless they have signed a brokerage agreement with said Broker. Each party acknowledges full responsibility for protecting his/ her/their own interests.

14. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between Seller and Purchaser with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

15. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Notwithstanding the foregoing, Seller shall deliver to Purchaser one original signed copy of this Agreement.

17. Time. Time is and shall be of the essence of this Agreement.

18. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

19. Exhibits. Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall 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.

20. Notices. All notices, requests, demands, tenders and other communications hereunder shall be in writing. Any such notice, request, demand, tender or other communications shall be deemed to have been duly given if personally delivered or on the third business day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below its execution hereof. Any party, by written notice to the others in the manner herein provided, may designate an address different from that set forth herein. The duty shall be upon the party making a change of address to inform the other parties.

WDG
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SELLER:

William Galusha
Lynn H. Galusha
3769 Oak Lane
Marietta, Georgia 30062

With a copy to:
Mike Kessler
Attorney for Seller
4062 Peachtree Roas, Suite A-573
Brookhaven, Georgia 30319

PURCHASER:

City of Sandy Springs, Georgia
Eden E. Freeman
City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With a copy to:

Daniel Lee
City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

ESCROW AGENT:

The Law Firm of John W. Bell, P.C.
12600 Deerfield Parkway
Suite 100
Alpharetta, Georgia 30004

21. Survival. Except as otherwise specified in this Agreement, all conditions or stipulations shall merge with the closing herein.

22. Miscellaneous. If the final date for any period provided for herein for the performance of any obligation or for the taking of any action falls on Saturday, Sunday, or banking holiday, then the time

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of the period shall be deemed extended to the next day which is not a Saturday, Sunday, or banking holiday.

23. Special Stipulations. The following Special Stipulations, if conflicting or inconsistent with any of the preceding portions of this Agreement, or any exhibit, addendum attached hereto, shall control the rights and obligations of the parties and the interpretation of this Agreement:

(a) Environmental Condition. Seller acknowledges that Purchaser's obligation to close the purchase of the Property shall be conditioned upon the receipt of a Phase I and, if recommended by the Purchaser's environmental engineer or consultant and approved by Seller in its sole discretion, a Phase II environmental assessment of the Property with the scope and specific tests recommended by the Purchaser's environmental engineer or consultant. All such environmental testing shall be at the Purchaser's sole cost and risk. If any Phase II testing is required Purchaser shall notify Seller in writing of such occurrence prior to the expiration of the Free Look Period, and Seller shall have the right, in its sole discretion, to elect in writing within five (5) days after notice from Purchaser to (i) permit such Phase II testing, or (ii) not permit such Phase II testing. If Seller fails to timely provide such written election, Seller shall be deemed to have elected to not permit such Phase II testing. If Seller elects (or is deemed to have elected) to not permit such Phase II testing, Purchaser shall have the right to terminate this Agreement within two (2) days after the next regularly scheduled meeting of the Mayor and City Council of Sandy Springs, Georgia to be held following receipt (or deemed receipt) of Seller's election. If Purchaser fails to provide such notice prior to expiration of the Free Look Period or fails to timely terminate this Agreement pursuant to the preceding sentence, Purchaser shall have waived any right to terminate the Agreement related to the environmental condition of the Property as set forth on the Phase I report. If Purchaser provides such written notice to Seller and Seller elects to permit such Phase II testing, Purchaser may order any applicable Phase II testing if ordered before the end of the Free Look Period. In the event that; (1) any Phase II testing has been ordered within the time and under the conditions provided herein, but the report with the results of such tests has not been completed and received by the Purchaser before the end of the Free Look Period, and (2) if the Purchaser elects, in Purchaser's discretion, to extend the Initial Closing Date as permitted by Paragraph 7(a)(2) hereof, and (3) if, after the results of such Phase II testing reveals contamination of the improvements, soil or groundwater of the Property at levels which are reasonably unacceptable to the Purchaser, the Purchaser may terminate this Agreement by delivery of written notice of termination to the Seller within ten (10) days after the delivery of the such Phase II environmental report to the Purchaser, in which case this Agreement shall terminate, the Escrow Agent shall refund the Earnest Money to Purchaser (less **TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($225.00)** to be paid to the Seller for entering into this Agreement), and neither party shall have any further obligation or liability to the other, except as otherwise specifically provided by this Agreement. If the Purchaser has not delivered Purchaser's notice of termination to the Seller within the time provided herein, the Purchaser's right to terminate the Agreement pursuant to this Subsection (a) of this Stipulation shall expire.

24. Time for Acceptance. The actual date that this Agreement shall become binding on Purchaser and Seller is the date the Agreement is ratified pursuant to Section 25 below ("**Effective Date**"). The Purchaser shall confirm the Effective Date by entering the date that all conditions of binding acceptance have been satisfied in the space provided below and returning one copy to the Seller.

25. Ratification by City of Sandy Springs. The approval and enforceability of this Agreement shall be subject to the approval and ratification of this Agreement by the Mayor and City Council of the City of Sandy Springs, Georgia. Should the Mayor and City Council fail to approve this Agreement, the Agreement shall become void and all Escrow Funds shall be refunded to Purchaser.

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26. PROPERTY AS-IS. Except as expressly provided in this Agreement: (a) the Property is being sold without representations or warranties of any kind, whether express or implied, in "as is" "where is" condition and with all faults and Purchaser acknowledges that it is being provided a full opportunity to conduct any and all investigations, studies or tests it sees fit to perform; (b) Seller has specifically bargained for Purchaser to assume the risk of all unknown conditions; and (c) Seller has not made and will not make any warranties or representations whatsoever regarding the Property including without limitation the physical condition of the Property, the size of the Property, its suitability for Purchaser's intended use, its fitness for a particular purpose, its suitability for development, the availability of approvals or entitlements, title to the Property, the availability of utilities and services, the availability of water, geologic conditions, soil conditions, hazardous materials, existing or contemplated zoning or planning designations or condemnation proceedings, the presence or absence of political opposition to development of the Property, or any other matter whatsoever related to the Property. PURCHASER ACKNOWLEDGES THAT IT AND ITS REPRESENTATIVES HAVE FULLY INSPECTED THE PROPERTY, OR WILL BE PROVIDED WITH AN ADEQUATE OPPORTUNITY TO DO SO, ARE OR WILL BE FULLY FAMILIAR WITH THE FINANCIAL AND PHYSICAL (INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION THEREOF, AND THAT THE PROPERTY IS BEING PURCHASED BY PURCHASER IN AN "AS IS" AND "WHERE IS" CONDITION AND WITH EXISTING DEFECTS INCLUDING, WITHOUT LIMITATION, LATENT DEFECTS AS A RESULT OF SUCH INSPECTIONS AND INVESTIGATIONS AND NOT IN RELIANCE ON ANY AGREEMENT, UNDERSTANDING, CONDITION, WARRANTY (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATION MADE BY SELLER OR ANY AGENT, EMPLOYEE OR PRINCIPAL OF SELLER OR ANY OTHER PARTY (EXCEPT AS EXPRESSLY ELSEWHERE PROVIDED IN THIS AGREEMENT) AS TO THE FINANCIAL OR PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION OF THE PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR A BREACH BY SELLER OF ITS REPRESENTATIONS AND WARRANTIES HEREIN, PURCHASER HEREBY RELEASES SELLER AND (AS THE CASE MAY BE) SELLER'S OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, TRUSTEES, PARTNERS, EMPLOYEES, MANAGERS AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES WHETHER THE SUIT IS INSTITUTED OR NOT) WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS") ARISING FROM OR RELATING TO (i) ANY DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY WHETHER THE SAME ARE THE RESULT OF NEGLIGENCE OR OTHERWISE, OR (ii) ANY OTHER CONDITIONS, AFFECTING THE PROPERTY WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. THE RELEASE SET FORTH IN THIS SECTION SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS OF THE UNITED STATES, THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF OR UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, AS ANY OF THOSE LAWS MAY BE AMENDED FROM TIME TO TIME, AND ANY REGULATIONS, ORDERS, RULES OR PROCEDURES OR GUIDELINES PROMULGATED IN CONNECTION WITH SUCH LAWS, REGARD LESS OF WHETHER THEY ARE IN EXISTENCE ON THE DATE OF THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF PURCHASER'S SELECTION AND PURCHASER IS GRANTING THIS RELEASE OF ITS OWN VOLITION AND AFTER CONSULTATION WITH PURCHASER'S COUNSEL. The foregoing provisions of this Section 26 shall survive Closing or termination of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and sealed by their duly authorized representatives on the dates written below.

WDG
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SELLER:

11-2-2022

William ~~Gallusha~~ GALUSHA Date

11-2-2022

Lynn H. ~~Gallusha~~ GALUSHA Date

PURCHASER:
SANDY SPRINGS, GEORGIA

By: _____

Printed: _____
Title: _____
Date: _____

ESCROW AGENT:

By: _____

Printed: _____
Title: _____
Date: _____

WDG
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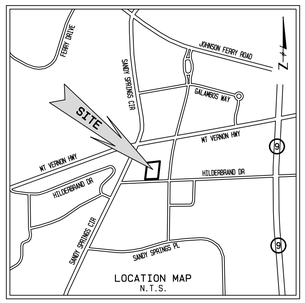
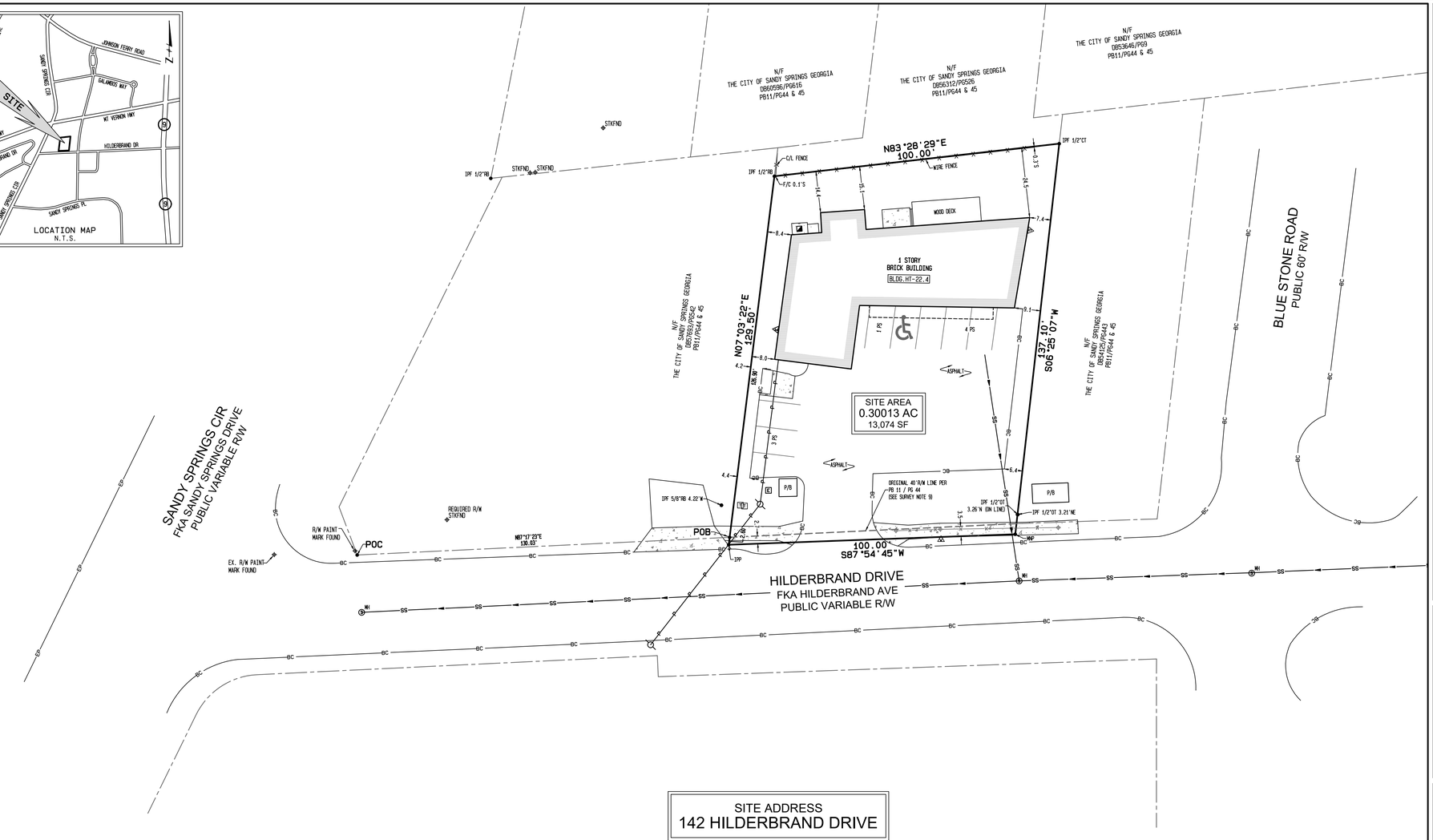
BOUNDARY SURVEY FOR
CITY OF SANDY SPRINGS
LOCATED IN
LAND LOT 89
17TH DISTRICT
FULTON COUNTY, GEORGIA



LEGEND

A ~ ARC
AC ~ ACRE(S)
AE ~ ACCESS EASEMENT
AGLC ~ ATLANTA GAS LIGHT COMPANY
ASP ~ ASPHALT
BB ~ BOTTOM OF BANK
BC ~ BACK OF CURB
B/C ~ BUILDING CORNER
B.F.E ~ BASE FLOOD ELEVATION
BL ~ BUILDING SETBACK LINE
BM ~ BENCHMARK
BPF ~ BLUE PIN FLAG
BPM ~ BLUE PAINT MARK
BS ~ BOTTOM OF SLOPE
BSO ~ BELLSOUTH TELEPHONE CO.
BSOCM ~ BELLSOUTH CABLE MARKER
BSOMH ~ BELLSOUTH MANHOLE
BW ~ BOTTOM OF WALL
B/W ~ BARBED WIRE
CB ~ CATCH BASIN
CCA ~ CORNER CONCRETE APRON
CCW ~ CORNER CONCRETE WALK
CI ~ CURB INLET
CL ~ CENTERLINE
CL ~ CHAINLINK
CMF ~ CONCRETE MONUMENT FOUND
CMP ~ CORRUGATED METAL PIPE
CO ~ CLEANOUT
COMM ~ COMMUNICATION
CT ~ CRIMPED TOP PIPE
CTV ~ CABLE TELEVISION
C/W ~ CONCRETE WALK
DB ~ DEED BOOK
DE ~ DRAINAGE EASEMENT
DI ~ DROP INLET
DIP ~ DUCTILE IRON PIPE
DNR ~ DEPT.OF NATURAL RESOURCES
DNRMS ~ DNR MONUMENT SET
DR ~ DRIVE
EB ~ ELECTRIC BOX
EMC ~ ELECTRIC MEMBERSHIP CORP.
EP ~ EDGE OF PAVEMENT
FC ~ FACE OF CURB
F/C ~ FENCE CORNER
FDC ~ FIRE DEPARTMENT CONNECTION
FFE ~ FINISHED FLOOR ELEVATION
FH ~ FIRE HYDRANT
F/L ~ FENCE LINE
FOCM ~ FIBRE OPTIC CABLE MARKER
F/P ~ FENCE POST
F/P ~ FLAG POLE
GLMP ~ GAS LINE MARKER POST
GM ~ GAS METER
G/P ~ GATE POST
GP ~ GUY POLE
GPC ~ GEORGIA POWER COMPANY
G/R ~ GUARD RAIL
GV ~ GAS VALVE
GW ~ GUY WIRE
HDPE ~ HIGH DENSITY POLYETHYLENE
H/C ~ HANDICAP PARKING SPACE
H/P/P ~ HIGH VOLTAGE POWER POLE
H/W ~ HEADWALL
ICV ~ IRRIGATION CONTROL VALVE
INV ~ INVERT
IPF ~ IRON PIN FOUND
IPP ~ IRON PIN PLACED 1/2" RB W/ CAP
IRF ~ INTERMEDIATE REGIONAL FLOOD
JB ~ JUNCTION BOX
(L) ~ CURVE TO THE LEFT
L/A ~ LIMIT OF ACCESS
Lc ~ LENGTH OF CHORD
LLL ~ LAND LOT LINE
L/P ~ LAMP POSTLIGHT POLE
L/S ~ LANDSCAPED AREA
M/B ~ MAILBOX
MFE ~ MINIMUM FLOOR ELEVATION
MFN ~ METROMEDIA FIBRE NETWORK
MH ~ MANHOLE
MNP ~ MAG NAIL PLACED
MW ~ MONITORING WELL
NF ~ NAIL FOUND
N/F ~ NOW OR FORMERLY
OCS ~ OUTLET CONTROL STRUCTURE
OPF ~ ORANGE PIN FLAG
OPM ~ ORANGE PAINT MARK
OT ~ OPEN TOP PIPE
P ~ POWER LINE
PB ~ PLAT BOOK
P/B ~ POWER BOX
PG ~ PAGE(S)
PIV ~ POST INDICATOR VALVE
PL ~ PROPERTY LINE
POB ~ POINT OF BEGINNING
POC ~ POINT OF COMMENCING
PM ~ POWER METER
P/P ~ POWER POLE
PS ~ PARKING SPACE(S)
PVC ~ POLYVINYLCHLORIDE PIPE
R ~ RADIUS
(R) ~ CURVE TO THE RIGHT
RB ~ RE-BAR
RCP ~ REINFORCED CONCRETE PIPE
RPF ~ RED PIN FLAG
RPM ~ RED PAINT MARK
RR ~ RAILROAD
R/T ~ RETAINING
R/W ~ RIGHT OF WAY
SF ~ SQUARE FEET
S/P ~ SERVICE POLE
SR ~ SOLID ROD
SS ~ SANITARY SEWER
SSE ~ SANITARY SEWER EASEMENT
S/W ~ SIDEWALK
T ~ TELEPHONE LINE
T/B ~ TRAFFIC SIGNAL BOX
T/D ~ TRENCH DRAIN
TBM ~ TEMPORARY BENCHMARK
T/C ~ TOP OF CURB
T/P ~ TELEPHONE POLE
TP ~ TRAFFIC POLE
TRANS ~ TRANSMISSION
T/S ~ TRAFFIC SIGNAL
TSI ~ TRAFFIC SIGN
TW ~ TOP OF WALL
T/W ~ TEST WELL
U/G ~ UNDERGROUND
VB ~ VALVE BOX
VMP ~ VALVE MARKER POST
W ~ WATER LINE
WF ~ WETLAND FLAG
W/F ~ WROUGHT IRON FENCE
WM ~ WATER METER
WV ~ WATER VALVE
X ~ CORNER
Y/I ~ YARD INLET
YPF ~ YELLOW PIN FLAG
YPM ~ YELLOW PAINT MARK



SITE ADDRESS
142 HILDERBRAND DRIVE

SURVEYORS NOTES:

1. THE DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.

2. THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED ENTITIES WITHOUT AN EXPRESSED RECERTIFICATION BY THE SURVEYOR NAMING SAID ENTITIES.

3. ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. WATTS & BROWNING HAS NOT RESEARCHED UNDERGROUND UTILITY LOCATIONS. INFORMATION SHOWN HEREON REGARDING THE EXISTENCE, SIZE, TYPE AND LOCATION OF UNDERGROUND UTILITIES IS BASED ON MARKINGS IN THE FIELD AND INFORMATION FURNISHED BY OTHERS AND WATTS & BROWNING ENGINEERS IS UNABLE TO CERTIFY TO THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. INDICATED LOCATIONS SHOULD BE CONFIRMED IN THE FIELD WITH UTILITY COMPANIES PRIOR TO PROCEEDING WITH PLANNING, DESIGN OR CONSTRUCTION.

4. ANY DEPICTION OF GROUNDWATER FEATURES (RIVERS, STREAMS, CREEKS, SPRINGS, DITCHES, PONDS, LAKES), NATURAL OR OTHERWISE, SHOWN ON THIS SURVEY ARE MERELY OBSERVATIONS AT THE TIME OF THE SURVEY AND NOT A STATEMENT AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY ENVIRONMENTAL CONDITION. WATTS & BROWNING ENGINEERS, INC. SURVEY PERSONNEL ARE NOT ENVIRONMENTAL PROFESSIONALS. WATTS & BROWNING ENGINEERS, INC. OFFERS NO CERTIFICATION AS TO EXISTENCE OR NONEXISTENCE OF ANY GROUNDWATER FEATURE OR ENVIRONMENTALLY SENSITIVE AREAS ON OR NEAR THE SUBJECT PROPERTY AS MAY BE DEFINED BY FEDERAL, STATE OR LOCAL GOVERNMENTAL REGULATIONS. PRIOR TO PLANNING OR CONSTRUCTION, AN ENVIRONMENTAL PROFESSIONAL SHOULD BE CONSULTED TO DETERMINE HOW THE SUBJECT PROPERTY MAY, OR MAY NOT, BE AFFECTED BY ENVIRONMENTAL ISSUES.

5. BEARING BASIS: GRID NORTH WAS DETERMINED BY MULTIPLE RTK OBSERVATIONS ON SURVEY CONTROL POINTS UTILIZING A LEICA GPS GS4 ROVER CONNECTED TO THE LEICA SMARTNET REFERENCE NETWORK.

6. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF HUMAN BURIALS OR CEMETERIES.

7. 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.

8. THIS SURVEY SHOWN HEREON WAS PREPARED WITHOUT THE BENEFIT OF ANY ABSTRACT OF TITLE; THEREFORE WATTS & BROWNING ENGINEERS, INC. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. THE EASEMENTS AND AGREEMENTS SHOWN HEREON WERE FOUND DURING NORMAL RESEARCH BY THIS FIRM.

9. SOUTHERLY RIGHT OF WAY LINE OF HILDERBRAND DRIVE APPEAR TO HAVE BEEN EXPANDED BY 10' AND PAINT MARKS AND R/W STAKES FOUND ON ADJOINING LANDS TO THE WEST APPEAR TO SUGGEST PROPOSED CHANGES TO THE NORTHERLY RIGHT OF WAY LINE ARE POSSIBLY FORTHCOMING. WATTS AND BROWNING ENGINEERS WERE UNABLE TO OBTAIN ANY RIGHT OF WAY DOCUMENTS FOR THE SUBJECT PARCEL DURING THE NORMAL COURSE OF RESEARCH FOR THIS PROJECT.

SYMBOL LEGEND

A/C AIR CONDITIONING UNIT
BFP BACKFLOW PREVENTOR
BOLL BOLLARD
BSO BSOAT&TCOMM BOX
BSOMH BSOAT&TCOMM MANHOLE
CMF CONCRETE MONUMENT FOUND
CO CLEANOUT
CON CONDUIT
CTV CABLE TV BOX
DI DROP INLET
FOCM FIBER OPTIC CABLE MARKER
FDC FIRE DEPT CONNECTION
FH FIRE HYDRANT
GLMP GAS LINE MARKER POST
GMH GAS MANHOLE
GM GAS METER
GV GAS VALVE
GT GREASE TRAP
G/L GROUND LIGHT
GP GUYPOLE
GW GUYWIRE
ICV IRRIGATION CONTROL VALVE
IPF IRON PIN FOUND
H/W HEADWALL
JB JUNCTION BOX
L/P LAMP POSTLIGHT POLE
M/B MAIL BOX/KIOSK
MW MONITORING WELL
PMTWK UTILITY PAINT MARK
PKMTR PARKING METER
PMCON POWER CONDUIT
P/B POWER/ELEC BOX
P/P POWER POLE
PMH POWER MANHOLE
PM POWER METER
SSMH SANITARY SEWER MANHOLE
SIGN SIGN
T/B TRAFFIC SIGNAL BOX
TP TRAFFIC POLE
T/S TRAFFIC SIGNAL
TRANS TRANSFORMER
TREE TREE
UB UTILITY BOX
UM UTILITY MANHOLE
UP UTILITY POLE
VMP VALVE MARKER POST
WLMP WATER LINE MARKER POST
WMH WATER MANHOLE
WM WATER METER
WV WATER VALVE
XMP CROSS WALK SIGNAL POLE
CTV CABLE TV
X FENCE LINE
P POWER LINE
TRANS TRANSMISSION LINE
P-T POWER & TELEPHONE
GAS GAS LINE
S SANITARY SEWER LINE
STORM STORM LINE
T TELEPHONE LINE
U/G P UG POWER
U/G T UG TEL
W WATER LINE

WATTS & BROWNING ENGINEERS, INC. HAS EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) AND BY GRAPHICALLY PLOTTING THE LOCATION OF THE SUBJECT PROPERTY ONTO FULTON COUNTY FIRM MAP NUMBER 13121C0142F DATED 09/18/2013 THE REFERENCED PROPERTY IS LOCATED IN THE ZONE LISTED BELOW:

ZONE X (UNSHADED): AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

THE FLOOD LINE, IF SHOWN, IS APPROXIMATE AND THE ACTUAL LIMITS OF FLOOD LINE BASED ON PUBLISHED ELEVATIONS MAY EXTEND BEYOND THOSE SHOWN HEREON.

EXPLANATION OF PAINT MARKING AND/OR PIN FLAGS FOUND, MARKED BY UTILITY LOCATORS, UTILITY COMPANIES OR BY OTHERS.

1. BPM (BLUE PAINT MARK) OR BPF (BLUE PIN FLAG) WATER LINE.
2. GPM (GREEN PAINT MARK) OR GPF (GREEN PIN FLAG): SANITARY SEWER LINE.
3. OPM (ORANGE PAINT MARK) OR OPF (ORANGE PIN FLAG): UNDERGROUND COMMUNICATION, ALARM, SIGNAL LINES, CABLES OR CONDUIT LINES.
4. PPM (PURPLE PAINT MARK) OR PPF (PURPLE PIN FLAG): IRRIGATION OR SLURRY LINES.
5. RPM (RED PAINT MARK) OR RPF (RED PIN FLAG): UNDERGROUND ELECTRIC POWER LINES OR CABLES.
6. YPM (YELLOW PAINT MARK) OR YPF (YELLOW PIN FLAG): GAS LINE.

REFERENCE MATERIALS

1. DEED: WARRANTY DEED DATED APRIL 9, 1999, BETWEEN SUBURBAN PAINT AND WALLPAPER, INC., TO WILLIAM D. GALUSHA, AND LYNN H. GALUSHA, FILED FOR RECORD APRIL 13, 1999 IN DEED BOOK 26747, PAGE 121 OF FULTON COUNTY RECORDS, GEORGIA.

2. DEED: LIMITED WARRANTY DEED DATED JUNE 30, 2017, BETWEEN 140 HILDERBRAND, LLC, TO THE CITY OF SANDY SPRINGS, FILED FOR RECORD JULY 12, 2017 IN DEED BOOK 57693, PAGES 542-544 OF FULTON COUNTY RECORDS, GEORGIA.

3. DEED: QUIT CLAIM DEED DATED SEPTEMBER 9, 2019, BETWEEN RICHARD R. BEAVERS TO THE CITY OF SANDY SPRINGS, FILED FOR RECORD SEPTEMBER 25, 2019 IN DEED BOOK 60596, PAGES 616-618 OF FULTON COUNTY RECORDS, GEORGIA.

4. DEED: LIMITED WARRANTY DEED, DATED JUNE 23, 2016, BETWEEN BARBARA BECK PRYOR, TO THE CITY OF SANDY SPRINGS, FILED FOR RECORD JUNE 29, 2016 IN DEED BOOK 56312, PAGES 526-528 OF FULTON COUNTY RECORDS, GEORGIA.

5. DEED: LIMITED WARRANT DEED, DATED MARTH 13, 2014, BETWEEN ERIC BERN, TO THE CITY OF SANDY SPRINGS, FILED FOR RECORD MARCH 20, 2014 IN DEED BOOK 53646, PAGES 9-11 OF FULTON COUNTY RECORDS, GEORGIA.

6. DEED: LIMITED WARRANTY DEED, DATED AUGUST 22, 2014, BETWEEN W. SCOTT SMITH PC, TO THE CITY OF SANDY SPRINGS, FILED FOR RECORD SEPTEMBER 4, 2014 IN DEED BOOK 54125, PAGES 443-445 OF FULTON COUNTY RECORDS, GEORGIA.

7. PLAT: TOPOGRAPHIC SURVEY FOR JACK H. MONROE, ~ LOCATED IN LAND LOT 89, 17TH DISTRICT, FULTON COUNTY, GEORGIA ~ PREPARED BY WATS AND BROWNING ENGINEERS, DATED JANUARY 6, 1984, LAST REVISED MAY 9, 1984.

8. PLAT: SUBDIVISION OF E.S. HILDERBRAND PROPERTY ~LOCATED IN LAND LOT 89, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA ~ PREPARED BY CIVIL ENGINEER C.R. HUGHES, DATED MARCH OF 1925, FILED FOR RECORD IN PLAT BOOK 11, PAGES 44-45 OF FULTON COUNTY RECORDS, GEORGIA.

9. PLAT: BOUNDARY SURVEY FOR CITY OF SANDY SPRINGS ~ LOCATED IN LAND LOT 89, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA ~ PREPARED BY WATTS AND BROWNING ENGINEERS, INC. DATED JUNE 11, 2020, FILED FOR RECORD JUNE 29, 2020 IN PLAT BOOK 431, PAGE 142 OF FULTON COUNTY RECORDS, GEORGIA.

GRAPHIC SCALE
20 0 20 40
(IN FEET)
1 inch = 20 ft.

LOCAL GRID NORTH - NAD 27 GEORGIA WEST ZONE

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 43,963 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS LEAST SQUARES ADJUSTED.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,954,891 FEET.

A LEICA TS06+ TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. **RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.** FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Brock J. Buchholz 01/20/2021
BROCK J. BUCHHOLZ DATE
GEORGIA REGISTERED LAND SURVEYOR NUMBER 3210

GEORGIA REGISTERED LAND SURVEYOR
B.J.B.
BROCK J. BUCHHOLZ

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	02/01/21	BJB	CHANGED ENTITY IN TITLE BLOCK

W&B
WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 324-6192
FAX: (770) 694-6870
WWW.WBENGR.COM
LSF000429 - PEF000714

SCALE:	1" = 20'
DATE SURVEYED:	01/20/2021
DATE UPDATED:	N/A
SURVEYED BY:	AWT
DATE DRAFTED:	01/27/2021
UPDATE DRAFTED:	N/A
DRAWN BY:	AMCM
CHECKED BY:	BJB
FIELD BOOK #:	2763
JOB NUMBER:	210103
FOLDER NUMBER:	210103
COGO FILE:	N/A
DISC FILE:	210103
COUNTY/LL/D/S:	FULTON/89/17
PLAT FILE:	B
SHEET:	1 OF 1

0 0 0 0 mi

142 Hilderbrand Drive

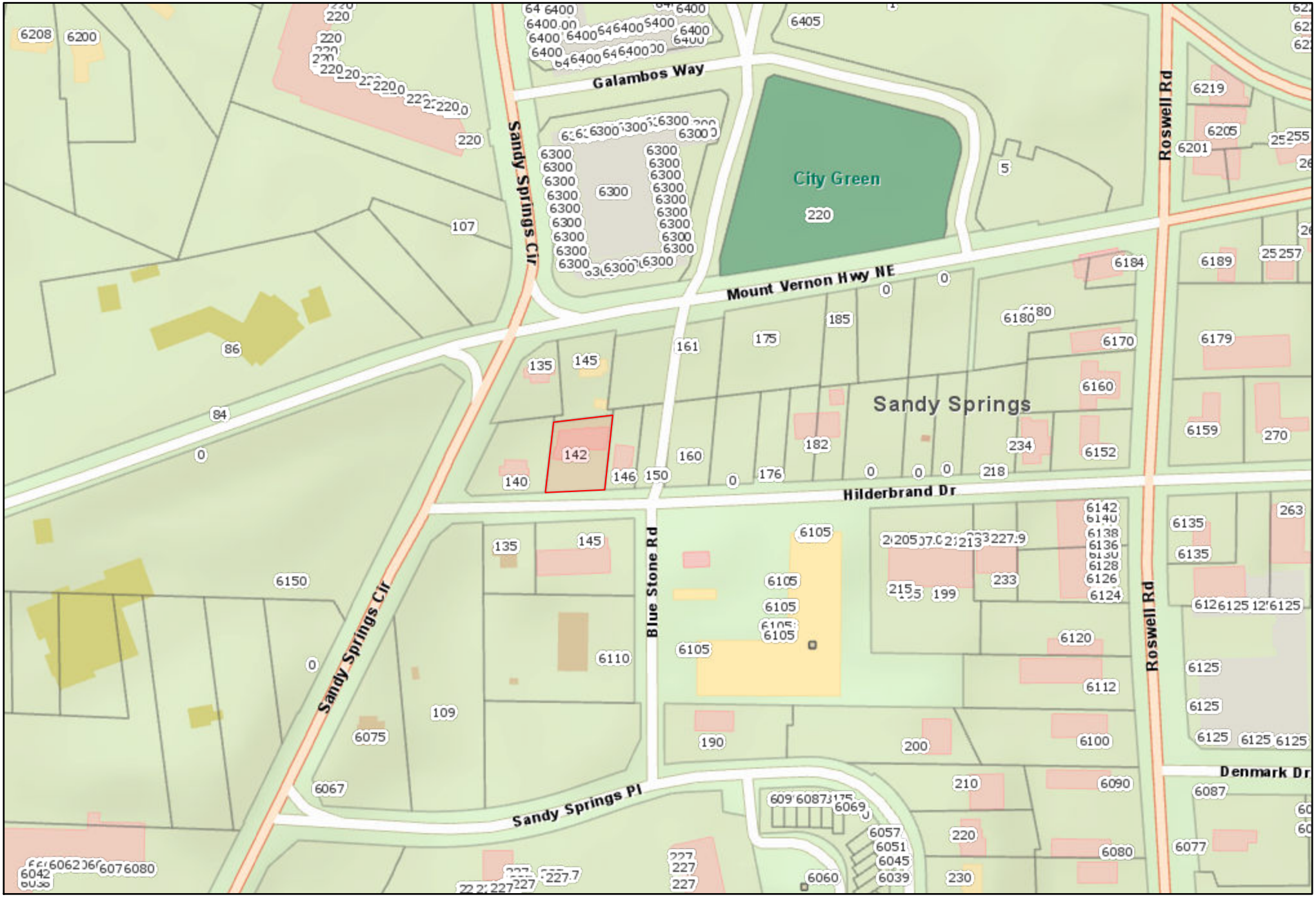
Date: 11/15/2022

Map Size: 8.5x11 (LETTER)

N

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations epicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses

FULTON COUNTY



0 0 0 0 mi

142 Hilderbrand Drive

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