



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, February 21, 2023

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.portal.civicclerk.com>
YouTube Live: www.youtube.com/@CityOfSandySprings

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. 2023-051** Meeting Minutes
February 7, 2023 City Council Work Session
February 7, 2023 City Council Meeting
 - B. 2023-052** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Donate Real Estate on Property Located at 6785 Brandon Mill Road NE in Land Lot 87 of the 17th District, City of Sandy Springs (Tax ID# 17-0087-0006-015-2); TS-172 Brandon Mill Road Sidewalks – Lost Forest Drive to Brandon Ridge Project
(Presented by William H. Martin, Jr. AIA Public Works Director)
 - C. 2023-053** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Donate Real Estate on Property Located at

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



SANDY SPRINGS

GEORGIA

6755 Brandon Mill Road NE in Land Lot 87 of the 17th District,
City of Sandy Springs (Tax ID# 17-0087-0006-005-3); TS-172
Brandon Mill Road Sidewalks – Lost Forest Drive to Brandon
Ridge Project

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

- D. **2023-054** Request for Mayor and City Council Consideration of Acceptance of a Permanent Easement for Installation and Maintenance of Traffic Signal Equipment on Property Located at 6015 Riverside Drive in Land Lot 132 of the 17th District, Fulton County, City of Sandy Springs (Tax ID# 17-0132- LL-020-4)

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

VII. Presentations

VIII. Public Hearing

- A. **2023-055** ABL 97632 - Approval of Alcoholic Beverage License Application for 8295 Chevron LLC d/b/a Chevron – 8295 Roswell Rd., Sandy Springs GA 30350

Applicant is Nitesh Daroch for Retail / Package – Wine and Malt Beverages.

(Presented by Toni Carlisle, Chief Financial Officer)

- B. **2023-056 TA23-0002**
Consideration of a Text Amendment to the Recommended Tree Species List, in Article 1, Section M of the Technical Manual
(Presented by Catherine Mercier-Baggett, Sustainability Manager)

- C. **2023-057 RZ22-0006, 111 Mount Paran Road**
The Applicant requests a Zoning Map Amendment at 111 Mount Paran Road (Parcel(s) # 17 0120 LL0224) from RE-1 (Residential Estate, 1 Acre Minimum) Zoning District to RD-27 (Residential Detached, 27,000 Square Foot Minimum) Zoning District and RD-18 (Residential Detached, 18,000 Square Foot Minimum).

APPLICATION WITHDRAWN

(Presented by Michele McIntosh-Ross, Planning & Zoning Manager)

IX. New Business

- A. **2023-058** Request for Mayor and City Council Consideration of Request for Mayor and City Council to Approve Contract Award to Tri

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GEORGIA

Scapes, Inc. to Construct the Johnson Ferry at Abernathy
Hardscape Improvements Project and to Authorize the City
Manager to Execute the Contract

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

- B. **2023-059** Request for Mayor and City Council Consideration of Approval of an Infrastructure Grant Application to the United States Department of Transportation for the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant Program and Make a Commitment for Local Funding Match

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

- C. **2023-060** Request for Mayor and City Council Consideration of Request for Mayor and City Council Consideration of Approval of a Planning Grant Application to the Atlanta Regional Commission for the 2023 Livable Centers Initiative (LCI) Grant Program and Make a Commitment for Local Funding Match

(Presented by Kristen Wescott, Traffic / Transportation Unit Manager)

- D. **2023-061** Request for Mayor and City Council Consideration of Adoption of the Roswell Road Access Management Plan, T-0070

(Presented by Kristen Wescott, Traffic / Transportation Unit Manager)

X. Reports

- A. **2023-062** Mayor and Council Report

- B. **2023-063** Staff Reports

1. December 2022 Unaudited Financials

(Presented by Toni Carlisle, Chief Financial Officer)

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: January 26, 2023 Submission for the February 21, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Donate Real Estate on Property Located at 6785 Brandon Mill Road NE in Land Lot 87 of the 17th District, City of Sandy Springs (Tax ID# 17-0087-0006-015-2); TS-172 Brandon Mill Road Sidewalks – Lost Forest Drive to Brandon Ridge Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Donate Real Estate on that tract of land lying and located in Land Lot 87 of the 17th District, Fulton County, Georgia. The property is owned by Lyle William Newkirk and Kena Hawkins Newkirk and is located at 6785 Brandon Mill Road NE in Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of a 214.93 square feet of temporary construction easement on the subject property is necessary in order to construct the TS-172 Brandon Mill Road Sidewalks Project – Lost Forest Drive to Brandon Ridge Drive.

Discussion:

The Property Owner agreed to donate the required temporary construction easement in exchange for a Cost to Cure payment in the amount of \$250.00 to be used to help restore the easement area once the project is complete.

Financial Impact:

The amount of \$250.00 is to be paid to the property owners once this Agreement is accepted and approved. Sufficient funds exist within the TS-172 Project Budget.

Alternatives:

The acquisition reflects the minimum amount of right-of-way required in order to deliver the desired project.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney

Created/Initiated - 2/9/2023
Approved - 2/9/2023
Approved - 2/9/2023
Approved - 2/9/2023

Eden Freeman, City Manager

Final Approval - 2/17/2023

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement
4. Resolution Agreement to Donate RE. 6785 BMR.Newkirk



Date: 2/3/2023
Map Size: 8.5x11 (LETTER)



6785 Brandon Mill/ Newkirk

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 depicted 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



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Date: 2/3/2023
Map Size: 8.5x11 (LETTER)



6785 Brandon Mill/ Newkirk

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FULTON
COUNTY

AGREEMENT TO DONATE REAL ESTATE

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs an option to acquire Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 87 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibits "A" and "B", attached hereto and made a part hereof by reference.

With the donation of Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights in exchange for a Cost to Cure Payment of **\$250.00** for improvements being acquired/impacted, the Undersigned agrees to execute and deliver to the City of Sandy Springs, Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights on the lands owned by the undersigned as reflected on the attached Exhibits "A" and "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 the appraised fair market value for all of the rights granted.

<u>000.00 sf</u>	Fee Simple Right of Way
	Permanent Drainage Easement
<u>214.93 sf</u>	Temporary Construction Easement
	Temporary Driveway Easement

- 3) All Temporary Easements granted herein shall commence upon the City's use of the Easement Area for construction of the project. All Temporary Easements shall terminate after two years from the commencement of the City's use of the Easement Area for construction of the project, or upon the completion and final acceptance of the Project by the City, whichever date shall first occur.
- 4) This Agreement shall not be binding until accepted and approved by the City Council of Sandy Springs, Georgia.
- 5) 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 _____ day of _____, 2023.

Signed, Sealed and Delivered in
the in the presence of:

Lyle William Newkirk Jr.
Witness

Lyle William Newkirk Jr. (L.S.)
Name:

[Signature]
Notary Public

Regina Daniels (L.S.)
Name:

{NOTARY SEAL}



EXHIBIT "A"

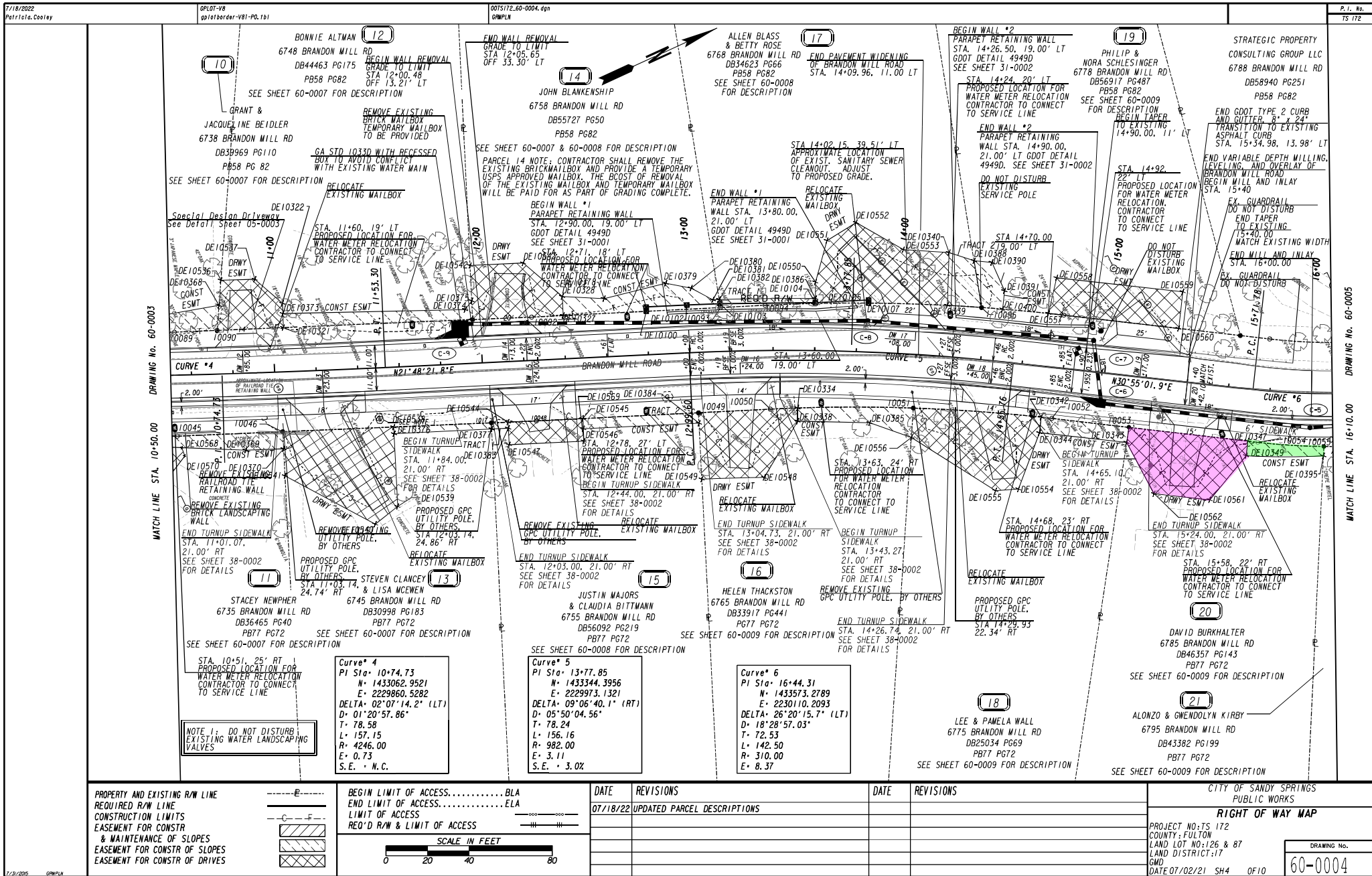


EXHIBIT "B"

7/18/2022

Patricia Cooley

09/07/20

gplborder-V81-P0.tbl

0075172.60-0006.dgn

GMPLEN

P.L. No.

TESMT - PARCEL 18 REQ'D TEMP. EASM'T. DE215

EASEMENT FOR THE CONSTRUCTION OF SLOPES

PNT	OFFSET/	STATION/	ALIGNMENT
DE10342	24.46 R	14+72.00	Brandon Mill Road
ARC LENGTH = 5.19			
CHORD BEAR = N 31°00'01.7" E			
LNTH CHORD = 5.19			
RADIUS = 1005.00			
DEGREE = 5°42'03.9"			
10052	24.46 R	14+77.19	Brandon Mill Road
10053	24.63 R	15+14.50	Brandon Mill Road
DE10343	32.00 R	15+14.20	Brandon Mill Road
DE10344	32.00 R	14+72.00	Brandon Mill Road
DE10342	24.46 R	14+72.00	Brandon Mill Road
REQD EASMT AREA = 316.07 SF			
REQD EASMT AREA = 0.007 AC			

DWESMT - PARCEL 18 REQ'D DRWY. EASM'T. DE317

EASEMENT FOR THE CONSTRUCTION OF SLOPES

PNT	OFFSET/	STATION/	ALIGNMENT
10051	25.79 R	14+09.18	Brandon Mill Road
ARC LENGTH = 61.64			
CHORD BEAR = N 28°40'47.6" E			
LNTH CHORD = 61.62			
RADIUS = 825.00			
DEGREE = 6°56'41.8"			
DE10342	24.46 R	14+72.00	Brandon Mill Road
DE10344	32.00 R	14+72.00	Brandon Mill Road
DE10554	60.00 R	14+65.00	Brandon Mill Road
DE10555	62.00 R	14+54.00	Brandon Mill Road
DE10556	40.00 R	14+09.14	Brandon Mill Road
10051	25.79 R	14+09.18	Brandon Mill Road

DWESMT - PARCEL 19 REQ'D DRWY. EASM'T. DE318

EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS

PNT	OFFSET/	STATION/	ALIGNMENT
DE10557	25.54 L	14+70.00	Brandon Mill Road
DE10558	43.00 L	14+72.00	Brandon Mill Road
DE10559	43.00 L	15+33.00	Brandon Mill Road
DE10560	25.28 L	15+33.00	Brandon Mill Road
DE10557	25.54 L	14+70.00	Brandon Mill Road

TESMT - PARCEL 19 TRACT I REQ'D TEMP. EASM'T. DE216

EASEMENT FOR THE CONSTRUCTION OF SLOPES

PNT	OFFSET/	STATION/	ALIGNMENT
10095	24.98 L	14+38.14	Brandon Mill Road
DE10388	47.00 L	14+32.71	Brandon Mill Road
DE10390	46.98 L	14+40.92	Brandon Mill Road
DE10391	34.00 L	14+48.00	Brandon Mill Road
DE10400	25.20 L	14+48.00	Brandon Mill Road
10095	24.98 L	14+38.14	Brandon Mill Road
REQD EASMT AREA = 238.30 SF			
REQD EASMT AREA = 0.005 AC			

TESMT - PARCEL 20 REQ'D TEMP. EASM'T. DE218

EASEMENT FOR THE CONSTRUCTION OF SLOPES

PNT	OFFSET/	STATION/	ALIGNMENT
DE10347	24.90 R	15+72.00	Brandon Mill Road
10054	24.96 R	15+76.53	Brandon Mill Road
ARC LENGTH = 31.85			
CHORD BEAR = N 28°11'20.5" E			
LNTH CHORD = 31.84			
RADIUS = 305.00			
DEGREE = 18°47'07.8"			
10055	25.45 R	16+05.98	Brandon Mill Road
DE10395	30.00 R	16+05.79	Brandon Mill Road
ARC LENGTH = 37.22			
CHORD BEAR = S 24°40'34.3" W			
LNTH CHORD = 37.21			
RADIUS = 335.00			
DEGREE = 17°06'11.6"			
DE10349	32.00 R	15+72.00	Brandon Mill Road
DE10347	24.90 R	15+72.00	Brandon Mill Road
REQD EASMT AREA = 214.93 SF			
REQD EASMT AREA = 0.005 AC			

DWESMT - PARCEL 20 REQ'D DRWY. EASM'T. DE319

EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS

PNT	OFFSET/	STATION/	ALIGNMENT
10053	24.63 R	15+14.50	Brandon Mill Road
DE10347	24.90 R	15+72.00	Brandon Mill Road
DE10349	32.00 R	15+72.00	Brandon Mill Road
DE10561	55.00 R	15+57.00	Brandon Mill Road
DE10562	55.00 R	15+30.00	Brandon Mill Road
DE10343	32.00 R	15+14.20	Brandon Mill Road
10053	24.63 R	15+14.50	Brandon Mill Road

DRAINAGE ESMT - PARCEL 21 REQ'D PERM. EASM'T. DE219

EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE

PNT	OFFSET/	STATION/	ALIGNMENT
DE10401	25.25 R	16+85.00	Brandon Mill Road
ARC LENGTH = 23.98			
CHORD BEAR = N 6°52'42.1" E			
LNTH CHORD = 23.97			
RADIUS = 305.00			
DEGREE = 18°47'07.8"			
10056	24.81 R	17+07.18	Brandon Mill Road
S 56°42'02.6" E			
DE10399	28.13 R	17+05.60	Brandon Mill Road
S 23°17'38.1" E			
DE10309	35.00 R	16+95.00	Brandon Mill Road
S 9°03'59.1" W			
DE10308	35.00 R	16+85.00	Brandon Mill Road
N 80°00'34.0" W			
DE10306	27.00 R	16+85.00	Brandon Mill Road
N 80°00'34.0" W			
DE10401	25.25 R	16+85.00	Brandon Mill Road
REQD EASMT AREA = 186.14 SF			
REQD EASMT AREA = 0.004 ACRES			

TESMT - PARCEL 21 REQ'D TEMP. EASM'T. DE219

EASEMENT FOR THE CONSTRUCTION OF SLOPES

PNT	OFFSET/	STATION/	ALIGNMENT
DE10350	25.61 R	16+50.00	Brandon Mill Road
ARC LENGTH = 37.88			
CHORD BEAR = N 12°41'17.4" E			
LNTH CHORD = 37.85			
RADIUS = 305.00			
DEGREE = 18°47'07.8"			
DE10401	25.25 R	16+85.00	Brandon Mill Road
S 80°00'34.0" E			
DE10306	27.00 R	16+85.00	Brandon Mill Road
S 10°11'52.3" W			
DE10396	28.00 R	16+60.00	Brandon Mill Road
S 23°37'42.5" E			
DE10353	37.00 R	16+50.00	Brandon Mill Road
N 73°32'26.1" W			
DE10350	25.61 R	16+50.00	Brandon Mill Road
REQD EASMT AREA = 126.45 SF			
REQD EASMT AREA = 0.003 ACRES			

DWESMT - PARCEL 21 REQ'D DRWY. EASM'T. DE320

EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS

PNT	OFFSET/	STATION/	ALIGNMENT
DE10563	25.53 R	16+15.00	Brandon Mill Road
ARC LENGTH = 37.89			
CHORD BEAR = N 19°48'17.7" E			
LNTH CHORD = 37.87			
RADIUS = 305.00			
DEGREE = 18°47'07.8"			
DE10350	25.61 R	16+50.00	Brandon Mill Road
DE10353	37.00 R	16+50.00	Brandon Mill Road
DE10564	43.00 R	16+40.00	Brandon Mill Road
ARC LENGTH = 22.77			
CHORD BEAR = S 20°09'21.3" W			
LNTH CHORD = 22.77			
RADIUS = 353.00			
DEGREE = 16°13'52.0"			
DE10565	43.00 R	16+20.00	Brandon Mill Road
DE10566	31.45 R	16+15.00	Brandon Mill Road
DE10563	25.53 R	16+15.00	Brandon Mill Road

TESMT - PARCEL 22 REQ'D TEMP. EASM'T. DE220

EASEMENT FOR THE CONSTRUCTION OF SLOPES

PNT	OFFSET/	STATION/	ALIGNMENT
10057	24.75 R	17+09.57	Brandon Mill Road
10058	24.28 R	17+84.44	Brandon Mill Road
10059	24.21 R	18+43.21	Brandon Mill Road
10060	24.22 R	18+50.46	Brandon Mill Road
ARC LENGTH = 18.25			
CHORD BEAR = N 28°57'14.2" E			
LNTH CHORD = 17.62			
RADIUS = 20.00			
DEGREE = 286°28'44.0"			
DE10357	32.00 R	18+66.27	Brandon Mill Road
DE10358	30.00 R	18+35.00	Brandon Mill Road
DE10398	28.00 R	18+35.00	Brandon Mill Road
DE10397	29.00 R	17+12.00	Brandon Mill Road
DE10399	28.13 R	17+05.60	Brandon Mill Road
10056	24.81 R	17+07.18	Brandon Mill Road
10057	24.75 R	17+09.57	Brandon Mill Road
REQD EASMT AREA = 677.38 SF			
REQD EASMT AREA = 0.015 AC			

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

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BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

LIMIT OF ACCESS

REQ'D R/W & LIMIT OF ACCESS

DATE

REVISIONS

DATE

REVISIONS

CITY OF SANDY SPRINGS

PUBLIC WORKS

RIGHT OF WAY MAP

PROJECT NO:TS 172

COUNTY: FULTON

LAND LOT NO:126 & 87

LAND DISTRICT:17

GWD

DATE 07/02/21 SH10 QF10

DRAWING No.

60-0009

7/3/2025

GMPLEN

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO DONATE REAL ESTATE ON THAT
CERTAIN TRACT OF LAND LOCATED AT 6785 BRANDON MILL ROAD NE
(TAX ID# 17-0087-0006-015-2), LOT 87 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-172 Brandon Mill Road Sidewalks – Lost Forest Drive to Brandon Ridge Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 214.93 square feet of Temporary Construction Easement (“Property”), located at 6785 Brandon Mill Road NE (Tax Id# 17-0087-0006-015-2), in Land Lot 87 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Lyle William Newkirk and Kena Hawkins Newkirk (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner whereas the Owner has agreed to donate the Property in exchange for a cost-to-cure mitigation payment in the amount of \$250.00; 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 Donate Real Estate (“Agreement”) for a cost-to-cure payment in the amount of \$250.00 in exchange of a donation of a the Property; and

WHEREAS, the City desires to agree to the donation of 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 cost-to-cure payment in exchange for the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$250.00;
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 21st day of February, 2023.

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: January 31, 2023 Submission for the February 21, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Donate Real Estate on Property Located at 6755 Brandon Mill Road NE in Land Lot 87 of the 17th District, City of Sandy Springs (Tax ID# 17-0087-0006-005-3); TS-172 Brandon Mill Road Sidewalks – Lost Forest Drive to Brandon Ridge Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Donate Real Estate on that tract of land lying and located in Land Lot 87 of the 17th District, Fulton County, Georgia. The property is owned by Justin L. Majors and Claudia H. Bittmann and is located at 6755 Brandon Mill Road NE in Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of a 299.85 square feet of temporary construction easement on the subject property is necessary in order to construct the TS-172 Brandon Mill Road Sidewalks Project – Lost Forest Drive to Brandon Ridge Drive.

Discussion:

The Property Owner agreed to donate the required temporary construction easement in exchange for a Cost to Cure payment in the amount of \$462.50 to be used to help restore the easement area once the project is complete.

Financial Impact:

The amount of \$462.50 is to be paid to the property owners once this Agreement is accepted and approved. Sufficient funds exist within the TS-172 Project Budget.

Alternatives:

The acquisition reflects the minimum amount of right-of-way required in order to deliver the desired project.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney

Created/Initiated - 2/9/2023
Approved - 2/9/2023
Approved - 2/9/2023
Approved - 2/9/2023

Eden Freeman, City Manager

Final Approval - 2/17/2023

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement
4. Resolution Agreement to Donate RE. 6755 BMR.Majors-Bittmann



Date: 2/3/2023
Map Size: 8.5x11 (LETTER)



6755 Brandon Mill/ Majors-Bittmann

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FULTON
COUNTY



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Date: 2/3/2023
Map Size: 8.5x11 (LETTER)



6755 Brandon Mill/ Majors-Bittmann

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FULTON
COUNTY

AGREEMENT TO DONATE REAL ESTATE

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs an option to acquire Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 87 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibits "A" and "B", attached hereto and made a part hereof by reference.

With the donation of Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights in exchange for a Cost to Cure Payment of \$462.50 for improvements being acquired/impacted, the Undersigned agrees to execute and deliver to the City of Sandy Springs, Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights on the lands owned by the undersigned as reflected on the attached Exhibits "A" and "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 the appraised fair market value for all of the rights granted.

<u>000.00 sf</u>	Fee Simple Right of Way
<u>299.95</u>	Permanent Drainage Easement
	Temporary Construction Easement
	Temporary Driveway Easement

- 3) All Temporary Easements granted herein shall commence upon the City's use of the Easement Area for construction of the project. All Temporary Easements shall terminate after two years from the commencement of the City's use of the Easement Area for construction of the project, or upon the completion and final acceptance of the Project by the City, whichever date shall first occur.
- 4) This Agreement shall not be binding until accepted and approved by the City Council of Sandy Springs, Georgia.
- 5) 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 30 day of January, 2023.

Signed, Sealed and Delivered in
the in the presence of:

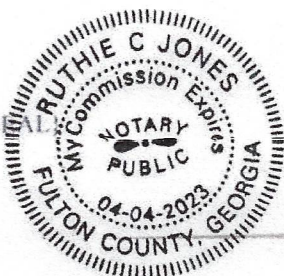
Witness

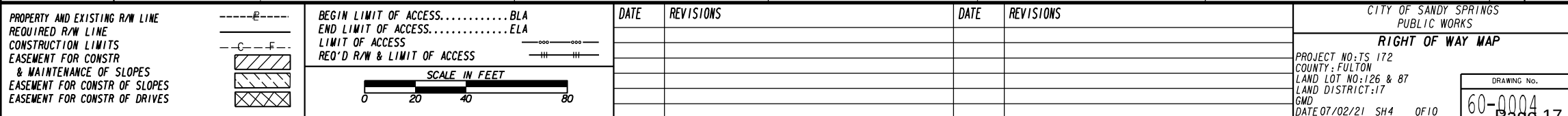
Ruthie C Jones
Notary Public

C. Wilson (L.S.)
Name:

John Wilson (L.S.)
Name:

NOTARY SEAL





***** DWESMT - PARCEL 8 REQ'D DRWY. EASM'T. DE307 EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS ***** PNT OFFSET/ STATION/ ALIGNMENT ----- DE10516 20.83 L 9+10.00 Brandon Mill Road DE10517 28.00 L 9+10.00 Brandon Mill Road DE10518 60.00 L 9+20.00 Brandon Mill Road ARC LENGTH = 17.83 CHORD BEAR = N 24°51'19.1" E LNTH CHORD = 17.83 RADIUS = 550.00 DEGREE = 10°25'02.7" DE10519 60.00 L 9+39.77 Brandon Mill Road DE10520 60.00 L 9+50.00 Brandon Mill Road DE10521 28.00 L 9+63.51 Brandon Mill Road 10087 20.59 L 9+62.50 Brandon Mill Road 10086 20.49 L 9+48.02 Brandon Mill Road ARC LENGTH = 37.01 CHORD BEAR = S 25°32'43.8" W LNTH CHORD = 37.00 RADIUS = 525.00 DEGREE = 10°54'48.5" DE10516 20.83 L 9+10.00 Brandon Mill Road ***** ***** DWESMT - PARCEL 9 REQ'D DRWY. EASM'T. DE308 EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS ***** PNT OFFSET/ STATION/ ALIGNMENT ----- DE10522 29.36 R 9+70.00 Brandon Mill Road 10044 29.12 R 10+05.64 Brandon Mill Road DE10523 55.01 R 10+05.60 Brandon Mill Road DE10524 60.00 R 9+85.00 Brandon Mill Road DE10525 33.00 R 9+70.00 Brandon Mill Road DE10522 29.36 R 9+70.00 Brandon Mill Road ***** ***** TESMT - PARCEL 8 REQ'D TEMP. EASM'T. DE221 EASEMENT FOR THE CONSTRUCTION OF SLOPES ***** PNT OFFSET/ STATION/ ALIGNMENT ----- 10085 22.32 L 8+39.34 Brandon Mill Road DE10517 28.00 L 9+10.00 Brandon Mill Road DE10516 20.83 L 9+10.00 Brandon Mill Road ARC LENGTH = 68.19 CHORD BEAR = S 31°17'08.9" W LNTH CHORD = 68.14 RADIUS = 525.00 DEGREE = 10°54'48.5" 10085 22.32 L 8+39.34 Brandon Mill Road REQD EASMT AREA = 293.67 SF REQD EASMT AREA = 0.007 AC ***** ***** DWESMT - PARCEL 15 REQ'D DRWY. EASM'T. DE314 EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS ***** PNT OFFSET/ STATION/ ALIGNMENT ----- DE10544 29.09 R 12+11.00 Brandon Mill Road 10048 29.18 R 12+24.71 Brandon Mill Road DE10545 29.13 R 12+47.00 Brandon Mill Road DE10569 40.00 R 12+47.00 Brandon Mill Road DE10547 40.00 R 12+11.00 Brandon Mill Road DE10544 29.09 R 12+11.00 Brandon Mill Road *****	***** TESMT - PARCEL 10 TRACT 1 REQ'D TEMP. EASM'T. DE205 EASEMENT FOR THE CONSTRUCTION OF SLOPES ***** PNT OFFSET/ STATION/ ALIGNMENT ----- DE10531 20.88 L 10+20.00 Brandon Mill Road DE10565 24.00 L 10+20.00 Brandon Mill Road DE10566 25.00 L 10+40.00 Brandon Mill Road DE10567 28.00 L 10+40.00 Brandon Mill Road DE10568 33.00 L 10+74.29 Brandon Mill Road 10090 21.00 L 10+73.02 Brandon Mill Road 10089 20.69 L 10+52.32 Brandon Mill Road DE10531 20.88 L 10+20.00 Brandon Mill Road REQD EASMT AREA = 396.17 SF REQD EASMT AREA = 0.009 AC ***** ***** DWESMT - PARCEL 10 REQ'D DRWY. EASM'T. DE309 EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS ***** PNT OFFSET/ STATION/ ALIGNMENT ----- DE10526 20.71 L 9+80.00 Brandon Mill Road DE10527 28.00 L 9+80.00 Brandon Mill Road DE10528 36.00 L 9+90.00 Brandon Mill Road DE10529 36.00 L 10+05.00 Brandon Mill Road DE10530 28.00 L 10+20.00 Brandon Mill Road DE10531 20.88 L 10+20.00 Brandon Mill Road 10088 20.88 L 10+04.94 Brandon Mill Road DE10526 20.71 L 9+80.00 Brandon Mill Road ***** ***** TESMT - PARCEL 11 REQ'D TEMP. EASM'T. DE206 EASEMENT FOR THE CONSTRUCTION OF SLOPES ***** PNT OFFSET/ STATION/ ALIGNMENT ----- DE10532 29.21 R 10+40.00 Brandon Mill Road 10045 29.32 R 10+52.52 Brandon Mill Road 10046 28.73 R 11+02.92 Brandon Mill Road DE10370 37.00 R 11+03.02 Brandon Mill Road DE10369 37.00 R 10+85.00 Brandon Mill Road DE10533 34.00 R 10+40.00 Brandon Mill Road DE10532 29.21 R 10+40.00 Brandon Mill Road REQD EASMT AREA = 435.88 SF REQD EASMT AREA = 0.010 AC ***** ***** DWESMT - PARCEL 11 REQ'D DRWY. EASM'T. DE310 EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS ***** PNT OFFSET/ STATION/ ALIGNMENT ----- 10044 29.12 R 10+05.64 Brandon Mill Road DE10532 29.21 R 10+40.00 Brandon Mill Road DE10533 34.00 R 10+40.00 Brandon Mill Road DE10568 34.91 R 10+54.51 Brandon Mill Road DE10570 38.97 R 10+55.77 Brandon Mill Road DE10534 52.00 R 10+45.43 Brandon Mill Road DE10535 45.00 R 10+20.00 Brandon Mill Road DE10523 55.01 R 10+05.60 Brandon Mill Road 10044 29.12 R 10+05.64 Brandon Mill Road *****	***** TESMT - PARCEL 10 TRACT 2 REQ'D TEMP. EASM'T. DE222 EASEMENT FOR THE CONSTRUCTION OF SLOPES ***** PNT OFFSET/ STATION/ ALIGNMENT ----- 10087 20.59 L 9+62.50 Brandon Mill Road DE10521 28.00 L 9+63.51 Brandon Mill Road DE10527 28.00 L 9+80.00 Brandon Mill Road DE10526 20.71 L 9+80.00 Brandon Mill Road 10087 20.59 L 9+62.50 Brandon Mill Road REQD EASMT AREA = 124.85 SF REQD EASMT AREA = 0.003 AC ***** ***** DWESMT - PARCEL 12 REQ'D DRWY. EASM'T. DE311 EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS ***** PNT OFFSET/ STATION/ ALIGNMENT ----- 10090 21.00 L 10+73.02 Brandon Mill Road DE10536 45.00 L 10+75.56 Brandon Mill Road DE10537 45.00 L 10+92.00 Brandon Mill Road DE10322 33.00 L 11+05.00 Brandon Mill Road DE10321 21.29 L 11+05.00 Brandon Mill Road 10090 21.00 L 10+73.02 Brandon Mill Road ***** ***** TESMT - PARCEL 12 REQ'D TEMP. EASM'T. DE207 EASEMENT FOR THE CONSTRUCTION OF SLOPES ***** PNT OFFSET/ STATION/ ALIGNMENT ----- DE10321 21.29 L 11+05.00 Brandon Mill Road DE10373 28.38 L 11+05.00 Brandon Mill Road DE10374 26.00 L 11+93.00 Brandon Mill Road DE10375 30.00 L 11+96.41 Brandon Mill Road 10091 21.00 L 11+96.39 Brandon Mill Road DE10321 21.29 L 11+05.00 Brandon Mill Road REQD EASMT AREA = 553.52 SF REQD EASMT AREA = 0.013 AC ***** ***** TESMT - PARCEL 13 REQ'D TEMP. EASM'T. DE208 EASEMENT FOR THE CONSTRUCTION OF SLOPES ***** PNT OFFSET/ STATION/ ALIGNMENT ----- DE10538 28.75 R 11+56.00 Brandon Mill Road 1017 29.06 R 12+02.99 Brandon Mill Road DE10377 32.00 R 12+02.99 Brandon Mill Road DE10376 32.00 R 11+56.00 Brandon Mill Road DE10538 28.75 R 11+56.00 Brandon Mill Road REQD EASMT AREA = 145.35 SF REQD EASMT AREA = 0.003 AC ***** ***** DWESMT - PARCEL 13 REQ'D DRWY. EASM'T. DE312 EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS ***** PNT OFFSET/ STATION/ ALIGNMENT ----- 10046 28.73 R 11+02.92 Brandon Mill Road DE10538 28.75 R 11+56.00 Brandon Mill Road DE10539 67.00 R 11+56.00 Brandon Mill Road DE10540 75.00 R 11+45.00 Brandon Mill Road DE10541 50.00 R 11+03.22 Brandon Mill Road 10046 28.73 R 11+02.92 Brandon Mill Road *****

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO DONATE REAL ESTATE ON THAT
CERTAIN TRACT OF LAND LOCATED AT 6755 BRANDON MILL ROAD NE
(TAX ID# 17-0087-0006-005-3), LOT 87 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-172 Brandon Mill Road Sidewalks – Lost Forest Drive to Brandon Ridge Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 299.85 square feet of Temporary Construction Easement (“Property”), located at 6755 Brandon Mill Road NE (Tax Id# 17-0087-0006-005-3), in Land Lot 87 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Justin L. Majors and Claudia H. Bittmann (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner whereas the Owner has agreed to donate the Property in exchange for a cost-to-cure mitigation payment in the amount of \$462.50; 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 Donate Real Estate (“Agreement”) for a cost-to-cure payment in the amount of \$462.50 in exchange of a donation of a the Property; and

WHEREAS, the City desires to agree to the donation of 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 cost-to-cure payment in exchange for the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$462.50;
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 21st day of February, 2023.

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: February 14, 2023 Submission for the February 21, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Acceptance of a Permanent Easement for Installation and Maintenance of Traffic Signal Equipment on Property Located at 6015 Riverside Drive in Land Lot 132 of the 17th District, Fulton County, City of Sandy Springs (Tax ID# 17-0132- LL-020-4)

Recommendation:

Staff recommends that the Mayor and City Council accept a Permanent Easement for Installation and Maintenance of Traffic Signal Equipment on that tract of land lying and located in Land Lot 132 of the 17th District, Fulton County, Georgia. The property is owned by Jack T. Hammer and Shirley Hammer and is located at 6015 Riverside Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 141 square feet of permanent easement on the subject property is necessary in order to perform immediate-need repair to a traffic signal utility pole at the intersection of Riverside Drive and Heard Ferry Road. A guy wire and anchor will be installed to support the leaning pole. The anchor will fall just outside of the City's right of way and will require a permanent easement on the subject property.

Discussion:

The Property Owner agreed to donate the required permanent easement at no cost to the City.

Financial Impact:

This is a donation at no cost to the City.

Alternatives:

The acquisition reflects the minimum amount of permanent easement required in order to maintain the existing traffic signal pole. However, this leaning traffic signal utility pole creates a safety hazard to the community, and it needs immediate action performed to stabilize the pole. Therefore, there are no other viable options at this time other than to execute the plan and install guy wire and anchor.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer

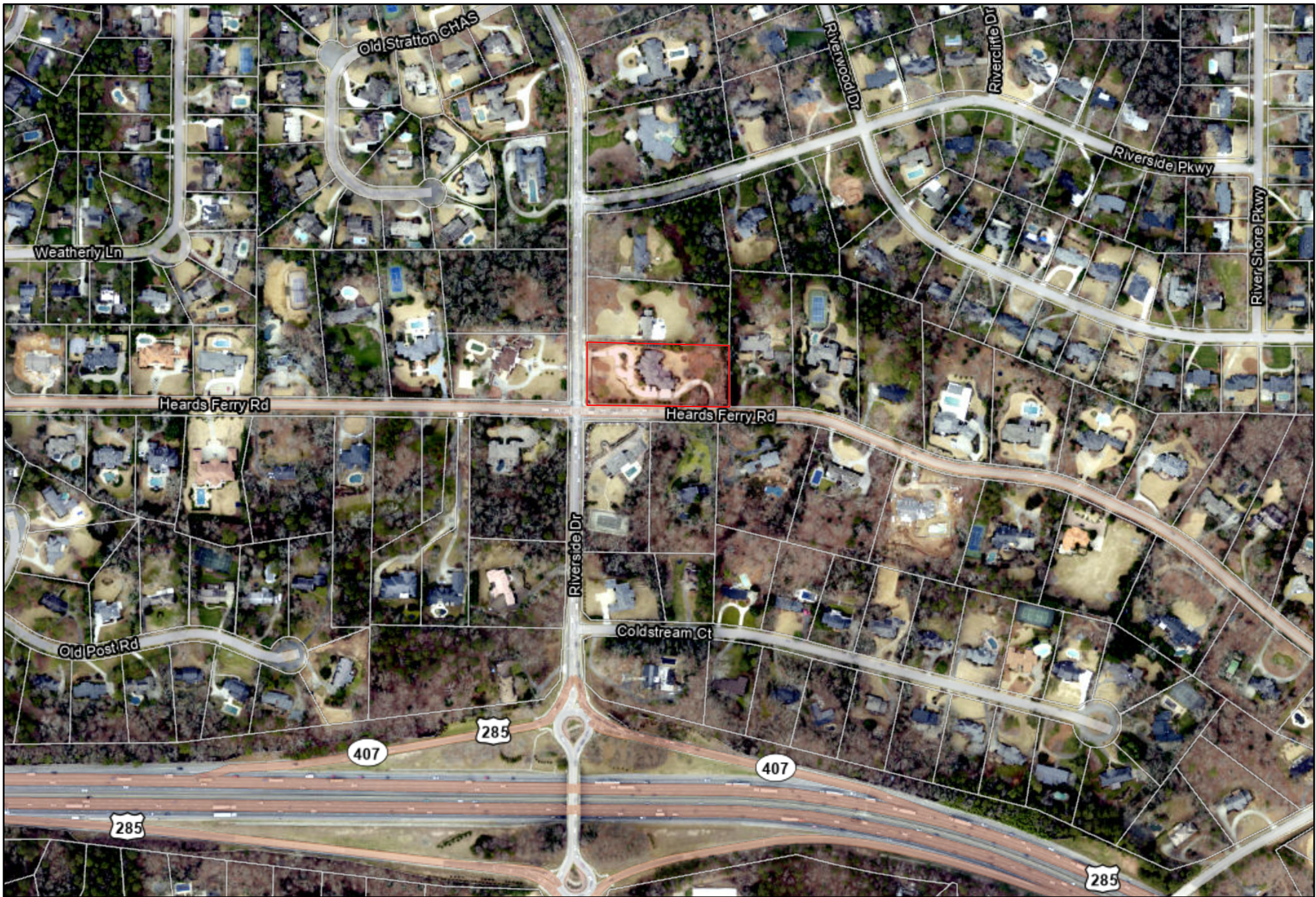
Created/Initiated - 2/14/2023
Approved - 2/14/2023
Approved - 2/14/2023

Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Approved - 2/15/2023
Final Approval - 2/17/2023

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Easement. Hammer. 6015 Riverside Drive
4. Resolution Permanent Easement.6015 Riverside.Hammer



6015 Riverside Drive/ Hammer

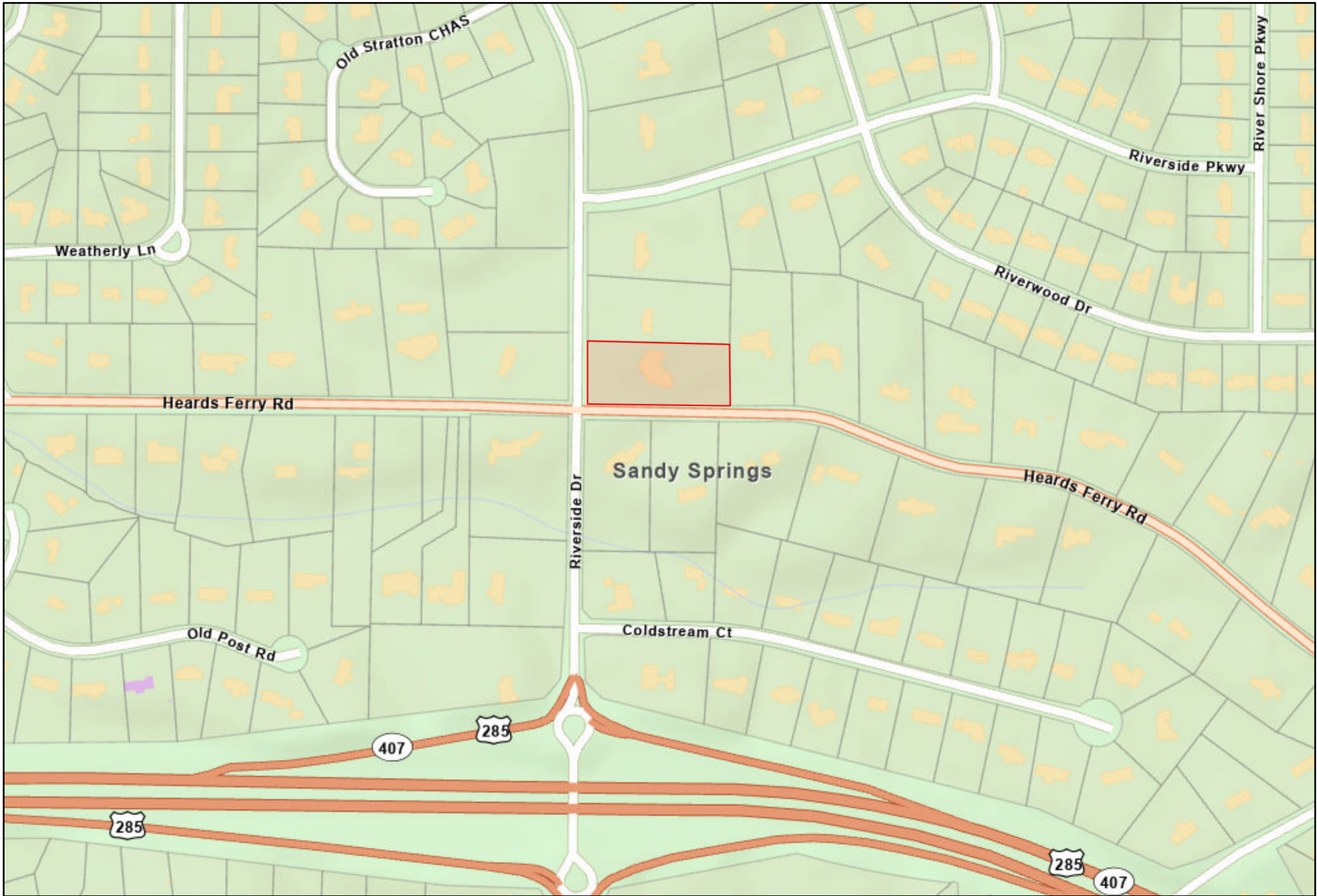
Date: 2/14/2023
Map Size: 8.5x11 (LETTER)



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 depicted 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

Date: 2/14/2023
Map Size: 8.5x11 (LETTER)



6015 Riverside Drive/ Hammer

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 depicted 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

**PERMANENT EASEMENT FOR INSTALLATION AND MAINTENANCE OF
TRAFFIC SIGNAL EQUIPMENT**

**STATE OF GEORGIA
FULTON COUNTY**

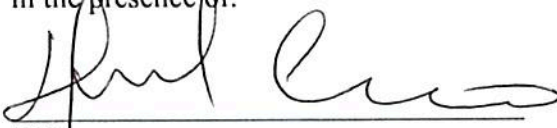
WHEREAS, THE CITY OF SANDY SPRINGS (hereafter referred to as the "Grantee") desires to install a guy wire and guy wire anchors to support a traffic signal pole along a road known as Riverside Drive (at the Heards Ferry Road intersection), located in Land Lot 132 of the 17th District of Fulton County, Georgia, as shown and delineated on Exhibits "A" and "B" attached hereto, and made a part hereof;

NOW THEREFORE, JACK T. HAMMER and SHIRLEY HAMMER, herein after referred to as "Grantor", do hereby grant to the City the right to install and maintain over and upon my land abutting on and adjacent to the right of way, any embankment or cuts, guy wires and guy wire anchors needed in such manner as said City may deem proper to support or maintain a traffic signal pole and traffic signal control equipment as shown within the easement area on the attached plan.

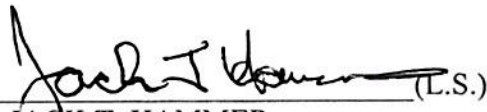
In the event maintenance of the guy wire anchors must be performed, the work will be done with as little inconvenience to the property owner as is consistent and necessary for such maintenance or repair work requires. The property will be left in like kind or in as close to pre-construction condition as practical.

IN WITNESS WHEREOF the Owner has hereunto set _____ hand and seal this 3rd day of February, 2022.

Signed, sealed and delivered
in the presence of:



Witness

 (L.S.)

JACK T. HAMMER



Notary Public

 (L.S.)

SHIRLEY HAMMER

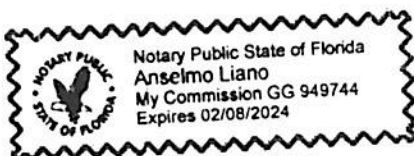
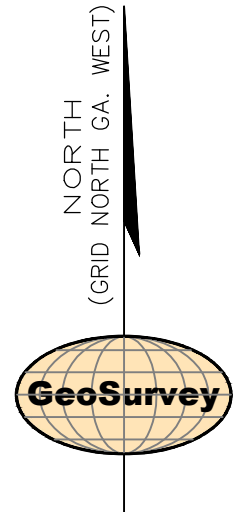
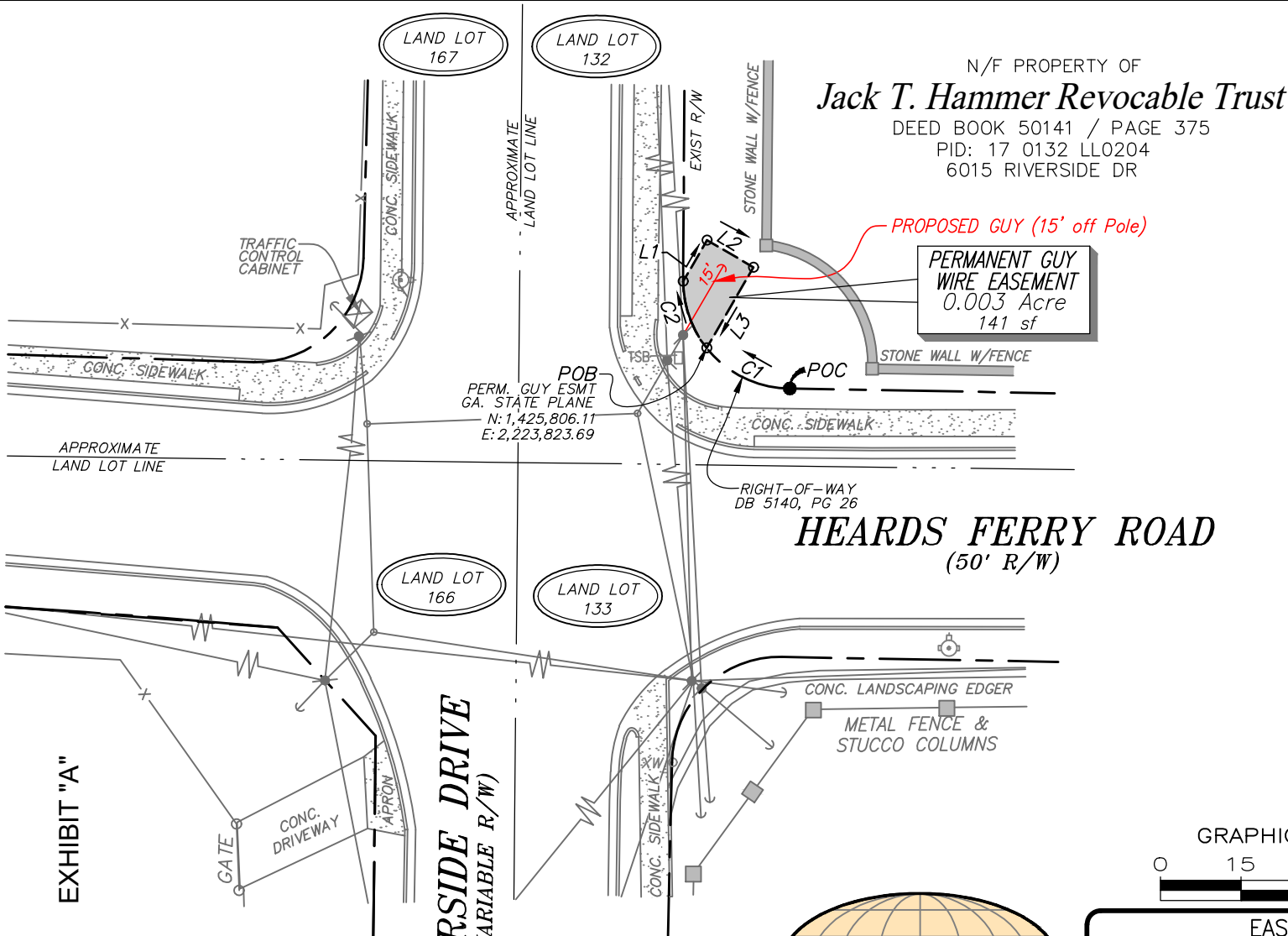


EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N30°09'53"E	8.86'
L2	S59°50'07"E	10.00'
L3	S30°09'53"W	17.39'

CURVE TABLE				
CURVE	CHORD L	CHORD BRG	RADIUS	ARC LEN
C1	17.24'	N64°05'14"W	20.00'	17.82'
C2	13.14'	N19°22'52"W	20.00'	13.39'



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

EASEMENT EXHIBIT			
City of Sandy Springs, GA.			
JOB NO: 20114118	FIELD WORK: SA	DRAWING SCALE: 1" = 30'	CITY: SANDY SPRINGS
PROJ MGR: GEE	REVIEWED: DLH	LAND LOT: 132	DISTRICT: 17th
DWG FILE: 4118-3_EsmtExhibit.dwg	SURVEY DATE: 11-16-22	EXHIBIT DATE: 12-20-22	

EXHIBIT "B"

Property Description
Proposed Guy Wire Easement
6015 Riverside Drive
(Parcel ID: 17 0132 LL0204)
(Revised: 12-20-22)

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 south end of a curved right-of-way intersection between the northerly right-of-way of Riverside Drive (variable right-of-way) and easterly right-of-way of Heard's Ferry Road (variable right-of-way), thence continuing along said curved right-of-way along a curve to the right having an arc length of 17.82 feet, with a radius of 20.00 feet, being subtended by a chord bearing of North 64 degrees 05 minutes 14 seconds West, for a distance of 17.24 feet to the **Point of Beginning**; Said point having Georgia State Plane Coordinates of North: 1,425,806.11 East: 2,223,823.69; Thence from said beginning point continue along said right-of-way along a curve to the right having an arc length of 13.39 feet, with a radius of 20.00 feet, being subtended by a chord bearing of North 19 degrees 22 minutes 52 seconds West, for a distance of 13.14 feet to a point; Thence departing said right-of-way North 30 degrees 09 minutes 53 seconds East, a distance of 8.86 feet to a point; Thence South 59 degrees 50 minutes 07 seconds East, a distance of 10.00 feet to a point; Thence South 30 degrees 09 minutes 53 seconds West, a distance of 17.39 feet to a point, which is the **Point of Beginning**.

Said tract or parcel of land contains 0.003 Acre (141 Square Feet).

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A PERMANENT EASEMENT FOR THE INSTALLATION
AND MAINTENANCE OF TRAFFIC SIGNAL EQUIPMENT ON THAT CERTAIN TRACT
OF LAND LOCATED AT 6015 RIVERSIDE DRIVE (TAX ID# 17-0132- LL-020-4), LOT 132
OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) needs to perform maintenance on traffic signal equipment in the City’s Right of Way at the intersection of Riverside Drive and Heards Ferry Road the (“Project”); and

WHEREAS, to facilitate the Project, the City requires the acquisition of 141.00 square feet of Permanent Easement for the Installation and Maintenance of Traffic Signal Equipment (“Property”), located at 6015 Riverside Drive (Tax Id# 17-0132-LL-020-4), in Land Lot 132 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Jack T. Hammer and Shirley Hammer (“Owner”); and

WHEREAS, the Owner has elected to donate the Property at no cost to the City; 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 Permanent Easement for the Installation and Maintenance of Traffic Signal Equipment (“Agreement”) and donation of a the Property; and

WHEREAS, the City desires to agree to the donation of 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 the attached Agreement is hereby approved;
2. 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 21st day of February 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Toni Carlisle, Chief Financial Officer

DATE: January 12, 2023 Submission for the February 21, 2023 City Council Meeting

ITEM: ABL 97632 - Approval of Alcoholic Beverage License Application for 8295 Chevron LLC d/b/a Chevron – 8295 Roswell Rd., Sandy Springs GA 30350

Applicant is Nitesh Daroch for Retail / Package – Wine and Malt Beverages.

Recommendation:

Approve the application Retail / Package – Wine and Malt Beverages for 8295 Chevron LLC d/b/a Chevron – 8295 Roswell Rd. Sandy Springs GA 30350.

Background:

Applicant submitted a completed application on December 5, 2022. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership for Retail / Package – Wine and Malt Beverages. The business is located at 8295 Roswell Rd. Sandy Springs GA 30350.

Financial Impact:

Revenue – \$2,000

Alternatives:

None

Review:

Yolanda White, Revenue Technician
Pellum Peters, Revenue Manager
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 1/12/2023
Approved - 2/14/2023
Approved - 2/14/2023
Approved - 2/15/2023
Final Approval - 2/17/2023

Attachments:

1. Final hearing letter- Chevron
2. public hearing letter- Chevron



SANDY SPRINGS

GEORGIA

To: Eden Freeman, City Manager

From: Toni Carlisle, Chief Financial Officer

Date: January 12, 2023, for Submission onto the February 21st, 2023, City Council Meeting

Agenda Item: 97632 - Approval of Alcoholic Beverage License Application for 8295 Chevron LLC d/b/a Chevron – 8295 Roswell Rd., Sandy Springs GA 30350

Applicant is Nitesh Daroch for Retail / Package – Wine and Malt Beverages.

CMO (City Manager’s Office) Recommendation:

Approve the application Retail / Package – Wine and Malt Beverages for 8295 Chevron LLC d/b/a Chevron – 8295 Roswell Rd. Sandy Springs GA 30350.

Background:

Applicant submitted a completed application on December 5, 2022. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership for Retail / Package – Wine and Malt Beverages. The business is located at 8295 Roswell Rd. Sandy Springs GA 30350.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue – \$2,000

Concurrent Review:

Yolanda White, Revenue Specialist



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
23-97632**

PLACE: City of Sandy Springs City Hall
1 Galambos Way
Sandy Springs, GA 30328

DATE & TIME: February 21, 2023
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Retail / Package - Wine & Malt Beverages.

APPLICANT: 8295 Chevron LLC
DBA Chevron
8295 Roswell Rd.
Sandy Springs GA 30350



TO: Eden Freeman, City Manager
FROM: Catherine Mercier-Baggett, Sustainability Manager
DATE: December 20, 2022 Submission for the February 21, 2023 City Council Meeting
ITEM: **TA23-0002**
Consideration of a Text Amendment to the Recommended Tree Species List, in Article 1, Section M of the Technical Manual

Recommendation:

Staff recommends approval of TA23-0002.

Background:

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.

A first amendment was presented to Mayor and City Council in November 2022. Staff received public feedback on the first amendment and subsequently revised the proposed amendment to remove the Recommended Tree Species List for further work. TA22-0008 was approved on December 6, 2022 and included correction of minor errors and a new section on Sustainable Landscape Practices for City projects.

Discussion:

Staff hosted an open house and two workgroup meetings in November 2022 and January 2023 with interested members of the community. The result of this collaboration is an updated recommended list of tree species that now includes a consideration for the ecological benefits provided by the native, large canopy tree species.

Staff developed a Supported Wildlife Score based on five criteria that highlight the importance of certain tree species and genera to the local wildlife. One of these criteria is the number of *Lepidoptera* (moths and butterflies) species hosted by the trees. This information was provided by Dr. Doug Tallamy, a professor at the Department of Entomology and Wildlife Ecology at the University of Delaware, at the request of Karen Meinen McEnery. The other criteria consider the number of pollinators and birds supported, the abundance of the species in Sandy Springs, and special considerations such as supporting an endangered species.

The intent of the Supported Wildlife Score is to inform builders, developers and the community at large of the relative importance of planting certain species. The Score will be an additional tool to promote the use of native tree species in landscaping.

Financial Impact:

No financial impact anticipated

Alternatives:

Mayor and City Council could deny the TA23-0002 and maintain the existing Recommended Tree Species List in place.

Review:

Catherine Mercier-Baggett, Sustainability Manager
Michael Perry, Director of Recreation and Parks
Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 2/9/2023
Approved - 2/9/2023
Approved - 2/13/2023
Approved - 2/13/2023
Approved - 2/13/2023
Final Approval - 2/17/2023

Attachments:

1. TA23-0002 Ordinance
2. TA23-0002 Presentation CMB
3. TA23-0002 SWS methodology
4. TA23-0002 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, City Staff worked with the community to develop the amendment.

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 the Recommended Species List table in Section 1 - Landscape, Tree and Buffer Submittal Plans and Planting Standards by the following:

Table 1-3. Recommended Species List

(Species not listed may be considered for City Arborist approval)

Legend

Species native to the Piedmont are indicated as “y” while species native to nearby ecoregions are indicated as “(y)”.

“Urban” refers to species that are adapted to the difficult conditions typical of the urban environment, such as parking lots and street frontage.

Note: The Supported Wildlife Score is only available for native, large canopy shade trees. Methodology available upon request.

H: height W: width N: native E: evergreen Ur: urban R: riparian Ut: utility

Large Canopy Shade Trees (1,000 sf credit)

Common Name	Botanical Name	H	W	N	E	Ur	R	Ut	Supported Wildlife Score
Maple, Red	<i>Acer rubrum</i>	40'	25'	y	n	y	y		55
Birch, river	<i>Betula nigra</i>	60'	40'	y	n	y	Y		80
Hickory, bitternut	<i>Carya cordiformis</i>	50'	50'	y	n	n	n		60
Hickory, pignut	<i>Carya glabra</i>	60'	40'	y	n	n	n		60

Hickory, shagbark	<i>Carya ovata</i>	70'	50'	y	n	n	n		60
Hickory, mockernut	<i>Carya tomentosa</i>	60'	40'	y	n	n	n		60
Chestnut, Chinese	<i>Castanea mollissima</i>	50'	50'	n	n	y	n		N/A
Beech, American	<i>Fagus grandifolia</i>	50'	50'	y	n	y	y		70
Ash, white	<i>Fraxinus americana</i>	60'	40'	y	n	n	y		65
Ash, green	<i>Fraxinus pennsylvanica</i>	50'	30'	y	n	n	y		65
Ginkgo (male only)	<i>Ginkgo biloba</i>	60'	40'		n	y	n		N/A
Walnut, black	<i>Juglans nigra</i>	50'	50'	y	n	n	y		55
Sweetgum	<i>Liquidambar styraciflua</i>	75'	50'	y	n	y	y		50
Poplar, tulip or yellow	<i>Liriodendron tulipifera</i>	70'	40'	y	n	y	y		60
Dawn redwood	<i>Metasequoia glyptostroboides</i>	75'	25'	n	n	y	n		N/A
Blackgum or tupelo	<i>Nyssa sylvatica</i>	50'	30'	y	n	y	y		65
Pine, shortleaf	<i>Pinus echinata</i>	60'	20'	y	y	y	y		65
Pine, slash	<i>Pinus elliotii</i>	60'	20'	n	y	y	n		N/A
Pine, longleaf	<i>Pinus palustris</i>	60'	20'	n	y	n	n		N/A
Sycamore, Mexican	<i>Platanus mexicana</i>	50'	30'	n	n	y	y		N/A
Sycamore, American	<i>Platanus occidentalis</i>	75'	75'	y	n		y		50
Planetree, London	<i>Platanus x acerifolia</i>	75'	60'	n	n	y	n		N/A

Cottonwood, Eastern	<i>Populus deltoides</i>	75'	50'	y	n	y	y		55
Oak, white	<i>Quercus alba</i>	50'	50'	y	n	y	n		75
Oak, swamp white	<i>Quercus bicolor</i>	60'	50'	y	n	y	n		75
Oak, scarlet	<i>Quercus coccinea</i>	60'	40'	y	n	y	n		75
Oak, overcup	<i>Quercus lyrata</i>	50'	50'	y	n	y	n		75
Oak, nuttall	<i>Quercus nuttalli</i>	50'	40'	y	n	y	n		75
Oak, willow	<i>Quercus phellos</i>	60'	50'	y	n	y	n		75
Oak, Northern red	<i>Quercus rubra</i>	60'	60'	(y)	n	y	n		75
Oak, Shumard	<i>Quercus shumardii</i>	50'	40'	y	n	y	n		75
Basswood, American	<i>Tilia americana</i>	60'	30'	n	n	y	n		N/A
Elm, American	<i>Ulmus americana</i>	50'	60'	y	n	y	y		70
Zelkova, Japanese	<i>Zelkova serrata</i>	50'	40'	n	n	y	n		N/A

Medium Canopy Trees

Legend

Species native to the Piedmont are indicated as “y” while species native to nearby ecoregions are indicated as “(y)”.

“Urban” refers to species that are adapted to the difficult conditions typical of the urban environment, such as parking lots and street frontage.

Note: The Supported Wildlife Score is only available for native, large canopy shade trees.

H: height W: width N: native E: evergreen Ur: urban R: riparian Ut: utility

Common Name	Botanical Name	H	W	N	E	Ur	R	Ut
Maple, Trident	<i>Acer buergerianum</i>	35'	30'	n	n	y		
Maple, Southern Sugar	<i>Acer barbatum</i>	40'	25'	y	n	y	y	
Hornbeam, American	<i>Carpinus caroliniana</i>	30'	30'	y	n	y	y	
Cedar, Deodar	<i>Cedrus deodora</i>	50'	25'	n	y	y		

Yellowwood	<i>Cladastris ketukea</i>	30'	40'	y	n	y		
Persimmon, American	<i>Diospyros virginiana</i>	40'	20'	y	n	n		
Honeylocust	<i>Gleditsia triacanthos</i>	70'	20'	y	n	n		
Holly, American	<i>Ilex opaca</i>	30'	15'	y	y	y		
Holly, Foster's	<i>Ilex x attenuata</i>	30'	15'	n	y	y		
Cedar, Eastern Red	<i>Juniperus virginiana</i>	50'	25'	y	y	y	n	
Magnolia, cucumbertree	<i>Magnolia acuminata</i>	50'	50'	(y)	y	n		
Magnolia, bigleaf	<i>Magnolia macrophylla</i>	30'	30'	y	y	n		
Magnolia, sweetbay	<i>Magnolia virginiana</i>	35'	15'	y	y	y	y	
Pistache, Chinese	<i>Pistacia chinensis</i>	35'	25'	n	n	y	n	
Hophornbeam or musclewood	<i>Ostrya virginiana</i>	30'	20'	y	n		y	y
Sourwood	<i>Oxydodendron arboretum</i>	25'	20'	y	n	y	y	
Oak, Georgia	<i>Quercus georgiana</i>	30'	30'	y	n	y	n	
Oak, pin/swamp	<i>Quercus palustris</i>	60'	25'	y	n	y	y	
Oak, English	<i>Quercus robur</i>	45'	12'	n	n			
Sassafras	<i>Sassafras albidum</i>	30'	20'	y	n		y	
Cypress, bald	<i>Taxodium distichum</i>	60'	30'	y	y	y	y	

Small Canopy Trees

Legend

Species native to the Piedmont are indicated as “y” while species native to nearby ecoregions are indicated as “(y)”.

“Urban” refers to species that are adapted to the difficult conditions typical of the urban environment, such as parking lots and street frontage.

Note: The Supported Wildlife Score is only available for native, large canopy shade trees.

H: height W: width N: native E: evergreen Ur: urban R: riparian Ut: utility

Common Name	Botanical Name	H	W	N	E	Ur	R	Ut
Maple, Amur	<i>Acer ginnala</i>	20'	25'	n	n			y
Buckeye, red	<i>Aesculus pavia</i>	10'	20'	y	n			
Alder or hazel	<i>Alnus serrulata</i>	15'	15'	y	n	y	y	y
Serviceberry, downy	<i>Amelanchier arborea</i>	25'	20'	y	n			y
Serviceberry, Allegheny	<i>Amelanchier laevis</i>	15'	15'	y	n			
Pawpaw	<i>Asimina triloba</i>	15'	30'	y	n		Y	
Redbud, Eastern	<i>Cercis canadensis</i>	20'	15'	y	n		y	y
Fringetree	<i>Chionanthus virginicus</i>	20'	10'	y	n			y
Dogwood, flowering	<i>Cornus florida</i>	20'	30'	y	n	y		
Dogwood, Kousa	<i>Cornus kousa</i>	15'	15'	n	n			y
Smoketree, American	<i>Cotinus obovatus</i>	20'	20'	(y)	n	y		
Hawthorn, Washington	<i>Crataegus phaenopyrum</i>	20'	20'	n	n			y
Silverbell, Carolina	<i>Halesia caroliniana</i>	35'	25'	y	n		y	
Witchhazel	<i>Hamamelis virginiana</i>	20'	20'	y	n		y	y
Winterberry	<i>Ilex verticillata</i>	10'	10'	y	n		y	y
Holly, oakleaf	<i>Ilex x 'Conaf'</i>	15'	10'	n	n			
Orange, Osage	<i>Maclura pomifera</i>	30'	25'	y	n	y		
Magnolia, saucer	<i>Magnolia x soulangeana</i>	25'	25'	n	y			y
Magnolia, star	<i>Magnolia stellata</i>	20'	20'	n	y			y
Ironwood, Persian	<i>Parrotia persica</i>	25'	20'	n	y			y
Oak, Turkey	<i>Quercus laevis</i>	25'	25'	y				

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 Technical Manual, 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 21st day of February, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)

TA23-0002

Technical Manual Section 1 Amendment



SANDY SPRINGS™
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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 a project
- **M. Recommended Species List: Removed nuisance and unsuitable species, recategorized based on canopy size, added species and **Supported Wildlife Score****
- N. Sustainable Landscape Practices: Best practices for landscape design and maintenance (including pests), for new City contracts and projects
- Variety of minor updates

- Measure for native, large canopy trees
- Considers:
 - Number of *Lepidoptera* supported
 - Dr. Doug Tallamy's research
 - Number of bird species supported
 - Number of pollinators supported
 - Desirability for biodiversity in CoSS
 - Special consideration score
- Scores range 0-100
- Lowest: 50, highest: 80



<https://natalya.com/2016-Pollinator-Partnership-Poster>

Highest Scoring Trees

- River birch (*Betula nigra*)
- American beech (*Fagus grandifolia*)
- American elm (*Ulmus americana*)
- Oaks (*Quercus* sp.)



https://en.wikipedia.org/wiki/Fagus_grandifolia#/media/File:Beech_with_Branches.jpg

Recommendation

- Staff recommends approving TA23-0002



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Supported Wildlife Score

Foreword

A meeting to discuss the Recommended Tree Species List (RTSL) was submitted by a group of concerned citizens. Led by Karen McEnerny, this group met with City Staff to present their findings and propose their ideas. City Staff present were as follows: Catherine Mercier-Baggett, James Sanders, Roger Bledsoe, Layton Rideout, and William Park. Also present in the meeting was the Head of the Georgia Native Plant Society (GNPS) and Piedmont flora subject expert matter, Ellen Honeycutt.

One outcome of the meeting was the decision to create a novel column in the RTSL Spreadsheet. Originally, Karen McEnerny wished to add, “The total number of supported *Lepidoptera* species by each genus of native tree.” This recommendation was based upon research conducted by Doug Tallamy in his book, *Bringing Nature Home*. A special thank you goes to Dr. Tallamy for compiling a master list of native Piedmont flora and associated *Lepidoptera* species. His express consent and approval of the City of Sandy Springs to use his research to guide the creation of this addendum are greatly appreciated.

Globally, there are over 160,000 described species of *Lepidoptera* (moths and butterflies). In the United States, there are 17,500 species (National Museum of Natural History). In Georgia, there are approximately 750 species of *Lepidoptera*. National population of *Lepidoptera* have decreased steadily in the past 10 years. Furthermore, researchers have found that overall *Lepidoptera* species richness has decreased in the same 10-year period (Wagner N. H., 2017). The Great Southeast Pollinator Census - formally known as the Great Pollinator Census - shows a decrease in observed *Lepidoptera* across Georgia. This is largely attributed to the destruction of habitat, increase in anthropogenic stressors, and decrease in suitable host plants (Britta Uhl, 2021).

The Urban Forest serves as essential habitat for *Lepidoptera* – as well as much other wildlife. As the development of city centers and sprawling suburban areas continues, previously undisturbed forests are destroyed and fragmented. The extent of the damage is difficult to capture, especially with current geospatial modeling technology. The City of Sandy Springs uses Canopy Coverage as its primary variable when assessing its Urban Forest. Although canopy coverage shows us the density of our Urban Forest, it does not capture the richness, fitness, or resilience of the forest or its inhabitants.

City Staff agreed that trees should be recognized for their ecological value, but beyond the number of supported *Lepidoptera* species by each tree. Therefore, a more inclusive was developed.

The Supported Wildlife Index

The Supported Wildlife Index (SWI) is a measure of a tree's overall contribution to surrounding wildlife. The SWI was created by the Urban Forest Coordinator to offer information and guidance to developers and property owners as they prepare to select trees for planting - per the requirements listed in the City of Sandy Springs Development Code. Therefore, only *native trees* found in the *Large Canopy Tree Section* will be included in the SWI.

Currently, the primary emphasis of the RTSL is "Overall Canopy Coverage". Generally, any non-invasive tree with a potential for $\geq 1000 \text{ ft}^2$ of canopy can be planted to replace canopy coverage lost during development. Although canopy protection and regeneration are a critical metric in urban forest management, it should not be used as the only metric in decision-making. The SWI seeks to introduce concepts of biodiversity, habitat conservation, and urban ecology into the decision-making process.

The Supported Wildlife Index can be seen as a framework that other municipalities may build upon. The SWI was made to be simple and easily modified for use in other contexts. Depending on the needs of the user, individual components of the model can be replaced with another. Even the name of this index can be changed to better represent the component criteria, e.g., Environmental Services Index or Forest Richness Index. Sustainable planning and management of cities is still a young field (Pourjafar, 2016). Use of the SWI (or similar indices) early in a city's decision-making process will hopefully guide them to more environmentally friendly outcomes. Repeated use of the SWI as a framework for other municipalities will help standardize it as an accepted and necessary document.

Purpose of the SWI

The SWI is a reference tool within the Sandy Springs Technical Manual that serves to inform the public, developers, and other municipal entities on the ecological value of large canopy trees found on the Recommended Tree Species List. The SWI is to be used in tandem with existing guidance in the Sandy Springs [Development Code](#) and [Technical Manual](#). The intended use of the Supported Wildlife Index is to allow users to compare the relative "Value to Wildlife" of the Large Canopy tree species on the RTSL.

The SWI is not a representation of overall ecosystem services. This index does not consider metrics such as carbon sequestration, air purification, water quality improvement, or other eco-benefits. Therefore, a tree's ranking on the SWI cannot be used to determine a species' overall value to the environment. By nature, the SWI is not comprehensive and cannot model complex forest ecosystem dynamics. Instead, it seeks to be simple and easily communicable to those with a limited environmental or natural resource background.

Construction of the SWI

"Why is the SWI needed?" The SWI is needed to capture the Urban Forest's value to wildlife, which was previously undocumented by CoSS. The Supported Wildlife Index will contribute to the informed, adaptive management of the City's natural resources and forested

areas. The CoSS Office of Sustainability established that simplicity be the guiding principle for the SWI. Since this SWI is the first of its kind for Sandy Springs, City Staff decided to prioritize the usability and scalability of the Index. Building a needlessly complicated model would reduce the usability of the Index by stakeholders. Furthermore, a complex model design would not be able to be repurposed to fit the needs of different municipalities.

To easily rank trees on the SWI, a method of scoring each species was developed by City Staff. The Supported Wildlife Score (SWS) ranges from 0%-100%, with higher numbers meaning greater value to wildlife. The SWS is composed of 5 sub-scores which reflect generalized values for the following categories:

- i: *Lepidoptera* Host Tree Species Score
- ii: Contribution to Forest Richness Score
- iii: Resident & Migratory Bird Score
- iv: Pollinator Services Score
- v: Special Consideration Score

Supported Wildlife Score (SWS)

As mentioned in the previous section, the Supported Wildlife Score is composed of the sub-scores from 5 categories. The first 4 categories have a potential score of 0-5, with higher numbers meaning greater value to wildlife. The 5th category is scored on a binary basis – meaning that an indexed tree can receive a “0” or “1”. A score of “0” indicates that the tree does not provide a unique service to wildlife. Inversely, a score of “1” indicates that the tree does provide a unique service to wildlife.

Once a sub-score is assigned for each category, the sum value of all categories is the Raw Supported Wildlife Score (rSWS). Since the range of possible rSWS is 0-21, a %modifier of .05 was used to convert the rSWS from its raw value to a percentage score out of 100. This final calculation is the true Supported Wildlife Score (SWS). The conversion from rSWS to SWS was done to allow City Staff to easily rank the indexed trees.

$$(CAT_i + CAT_{ii} + CAT_{iii} + CAT_{iv} + CAT_v) \times (\% \text{ Modifier}) = SWS$$

Supported Wildlife Score (SWS) Breakdown by Category

Lepidoptera Host Tree (LHT) Score (0-5)

Lepidoptera is an order of insects that includes butterflies and moths. *Lepidoptera* are important members of the piedmont ecosystem as they serve as pollinators, herbivores, detritivores, and prey for migratory birds, rodents, and bats in diverse terrestrial ecosystems (Wagner D. L., 2013). Scientists have long used *Lepidoptera* specimens as study subjects due to their rapid reproduction and sensitivity to environmental changes (Choi, 2011). Simply put, the presence or absence of *Lepidoptera* can be used as critical indicator species for environmental health (Abesh Kumar Sanyal, 2011).

For this index, host trees which support *Lepidoptera* are recognized in two groups – “Larval Host” and “Adult Host”. The “Larval Host” component is determined by the number of *Lepidoptera* larvae a tree can host. The “Adult Host” component is determined by the overall

number of distinct *Lepidoptera* a tree can support. Changes in *Lepidoptera* populations have been specifically cited to be influential on human-adjacent bird and bat populations (UK, n.d.). Therefore, this index considers this “*Lepidoptera* Larval Host Tree Species Score” as OUTSIDE/SEPARATE from the “Pollinator Services Score”.

The LHT score weighs the “Larval Host” and “Adult Host” components equally. A higher LHT score indicates a tree’s higher value as a *Lepidoptera* Host Tree.

Contribution to Forest Richness (CFR) Score (0-5)

Sandy Springs is located within Georgia’s Piedmont region. Unlike the piney woodlands of Georgia’s Coastal Plain, the Piedmont Region is defined by a diversity of hardwood forests and associated understory and riparian zones. The Piedmont’s vast forests are known to host an abundance of wildlife. Unfortunately, Georgia’s Piedmont region has been heavily impacted by anthropogenic activity (Edwards, 2018). As the metro area around Atlanta and Athens-Clarke County continues to develop, the interface between humans and their surrounding environment is more critical than ever. This interface, dubbed the Wildlife Urban Interface (WUI), is identified by the Georgia Forestry Commission (GFC) as a critical zone for natural resource management (Georgia Forestry Commission, n.d.).

Within these WUI’s, there is a greater risk to biodiversity and forest ecosystems due to their proximity to human development. The Urban Forest of Sandy Springs has long been valued by citizens for its beauty and services to the city. To protect this invaluable resource, overall forest richness should be measured by City Staff to ensure proper management of the forest. It has been proven that higher levels of richness and biodiversity are more resilient to natural and anthropogenic disturbances (Silva Pedro M, 2015).

Sandy Springs has a northern boundary delineated by the Chattahoochee River and its southernmost region stretches into the “Perimeter” of Atlanta. Functionally, the CoSS Urban Forest is a transitional zone from Metro Atlanta to the wilder areas north of the Chattahoochee River. This stretch of land is essentially one long wildlife-urban interface and should be managed within this context.

The CFR Score is a calculation of a tree’s contribution to forest biodiversity and number of supported wildlife genera, relative to current forest richness.

Supported Resident/Migratory Birds (RMB) Score (0-5)

Resident and Migratory birds have long been valued by society and science alike (Cornell Lab of Ornithology, n.d.). Not only are birds visually stunning and auditorily phenomenal, but they also are an integral part of urban ecosystems. Ecosystem services provided by birds include, but are not limited to, predation, pollinators, scavengers, seed dispersers, and ecosystem engineers (Whelan CJ, 2008). The success of bird populations in urban settings is directly dependent on the health and richness of the occupied forest (Isaksson, 2018).

The City of Sandy Springs is located along the Atlantic Flyway, one of four North American migratory corridors. Over 500 species of birds use this “East Coast” corridor to travel

between Canada and Central/South America. There are an estimated 250 million birds that pass-through Georgia during the spring and 675 million birds that migrate over the fall (National Audubon Society, n.d.). These traveling birds need constant forested areas to rest during their migration.

A forest that supports birds benefits more than just the wildlife. According to data provided by the Cornell Lab of Ornithology via eBird, Sandy Springs has thousands of active "birders" (eBird, n.d.). Sections of the Chattahoochee National Recreation Area (CRNRA) draw in thousands of visitors and hundreds of potential birders each year. The ecological and economic value of residential and migratory birds is insurmountable. Sandy Springs, with its location between the CRNRA and the City of Atlanta, should preserve and develop its Urban Forest to be as welcoming to migrating birds as possible.

The RMB Score is based on a tree's general ability to support and promote avian wildlife. Factors considered in this score are Nutrients, Direct Habitat, Nesting Materials, and Preferred Species. All factors have been summarized by Atlanta's Fernbank Museum (Schmalz, n.d.) and RMB scores are calculated wholistically from their findings.

Overall Pollinator Services (OPS) Score (0-5)

Trees provide general services to pollinators outside of *Lepidoptera*. These include Georgia's native bees, the European honeybee, hummingbirds, and bats. Although other SWS categories may touch on pollinators, it is an important enough metric to have its consideration (Georgia Association of Conservation Districts, n.d.). Even pollinators can be extremely specialized, they will generally seek the same things – pollen and nectar. If the intended management outcome for the CoSS Urban Forest is to maximize its value to wildlife, then the City should consider trees that offer exceptional pollinators for its official Recommended Tree Species List.

For expertise, City Staff turned to research conducted by the University of Georgia and the UGA Extension Offices. These entities have worked diligently to offer the State of Georgia excellent materials for use by the government and the public alike. Furthermore, a collaboration of multiple private and government organizations (GADNR, USDA, NWF, and Atlanta Botanical Garden), have come together to form the Georgia Pollinator Partnership (GAPP, n.d.). The CoSS utilizes a combination of these resources to create the Overall Pollinator Services (OPS) score.

The OPS Score reflects a tree's overall production of materials and services that are relative to Georgia's recognized pollinator specimen.

Special Considerations Score (0-1)

The Supported Wildlife Index serves to generalize a tree's contribution to wildlife. Current management prioritizes the entire forest unit and does not prescribe extra value to special trees. It is the opinion of the City Staff that certain trees are recognized for their unique contribution to the ecology of Sandy Springs.

Examples:

1. White/Green Ash Trees: SRS +1 as favored pilated woodpecker habitat
2. Tulip Poplar: SRS +1 for special value to honeybees (Center, n.d.)

Table 1. The Supported Wildlife Index (by species)

Highlighted in yellow are the species that received a Special Consideration Score of 1

Tree Name	<i>Lepidoptera</i> Larval Host Tree Species Score	Directly Associated Species Score	Resident/ Migratory Bird Score	Pollinator Services Score	Special Consideration Score	TOTAL SCORE
<i>Acer rubrum</i> red maple	3	2	3	3	0	55
<i>Beula nigra</i> river birch	4	3	5	3	1	80
<i>Carya sp.</i> hickories	3	4	3	2	0	60
<i>Fagus grandifolia</i> American beech	3	3	3	4	1	70
<i>Fraxinus americana</i> white ash	2	3	4	3	1	65
<i>Fraxinus pennsylvanica</i> green ash	2	3	4	3	1	65
<i>Juglans nigra</i> black walnut	2	3	3	3	0	55
<i>Juniperus virginiana</i> Eastern red cedar	2	3	4	3	0	60
<i>Liquidambar styraciflua</i> Sweetgum	1	3	3	3	0	50
<i>Liriodendron tulipifera</i> tulip poplar	2	3	4	3	1	60
<i>Nyssa sylvatica</i> blackgum/tupelo	1	3	4	4	0	60
<i>Pinus echinata</i> shortleaf pine	1	4	3	2	1	65
<i>Platanus occidentalis</i> American sycamore	1	3	4	2	0	50
<i>Populus deltoides</i> Eastern cottonwood	2	3	3	3	0	55

<i>Quercus sp.</i> oaks	5	3	3	3	1	75
<i>Ulmus americana</i> American elm	3	3	4	4	0	70

Table 2. The Supported Wildlife Index (by score)

Highlighted in yellow are the species that received a Special Consideration Score of 1

Tree Name	<i>Lepidoptera</i> Larval Host Tree Species Score	Directly Associated Species Score	Resident/ Migratory Bird Score	Pollinator Services Score	Special Consideration Score	TOTAL SCORE
<i>Beula nigra</i> river birch	4	3	5	3	1	80
<i>Fagus grandifolia</i> American beech	3	3	3	4	1	70
<i>Quercus sp.</i> oaks	5	3	3	3	0	75
<i>Ulmus americana</i> American elm	3	3	4	4	0	70
<i>Fraxinus americana</i> white ash	2	3	4	3	1	65
<i>Fraxinus pennsylvanica</i> green ash	2	3	4	3	1	65
<i>Pinus echinata</i> Shortleaf Pine	1	4	3	2	1	65
<i>Carya general</i> Hickorys	3	4	3	2	0	60
<i>Liriodendron tulipifera</i> tulip poplar	2	3	4	3	1	60
<i>Juniperus virginiana</i> Eastern Red Cedar	2	3	4	3	0	60
<i>Nyssa sylvatica</i> Blackgum/Tupelo	1	3	4	4	0	60
<i>Acer rubrum</i> red maple	3	2	3	3	0	55
<i>Juglans nigra</i> black walnut	2	3	3	3	0	55
<i>Populus deltoides</i> Eastern cottonwood	2	3	3	3	0	55
<i>Liquidambar styraciflua</i> Sweetgum	1	3	3	3	0	50

<i>Platanus occidentalis</i> American sycamore	1	3	4	2	0	50
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Special Considerations Score Reasoning

Beula nigra | river birch – Important *Lepidoptera* larval host, supports a wide array of bird species

Fagus grandifolia | American beech – *Lepidoptera* larval host, preferred by pileated woodpecker in American deciduous forests

Fraxinus americana | White ash – Important *Lepidoptera* larval and adult host, generates habitat and foodstuffs for birds

Fraxinus pennsylvanica | Green ash – Important *Lepidoptera* larval and adult host, generates habitat and foodstuffs for birds

Liriodendron tulipifera | Tulip poplar – *Lepidoptera* larval host, flowers attract native/honey bees and hummingbirds

Pinus echinata | Shortleaf pine – *Lepidoptera* larval host, needed to rebalance pine species ratio (current landscape dominated by loblolly pine)

Conclusion

The City of Sandy Springs is still young compared to other cities of similar size and is at an important crossroads in its development. Since it was first incorporated from Fulton County in 2005, Sandy Springs has become the 6th largest city in Georgia and the 2nd largest metro-Atlanta city. Yet, much of Sandy Springs remains covered by forest. In 2017, Sandy Springs conducted a study in conjunction with the University of Georgia Institute of Ecology Natural Resources Spatial Analysis Laboratory (NARSAL) in 2017. This comprehensive tree canopy study analyzed aerial photographs and determined that Sandy Springs has an estimated tree canopy of 62% (City of Sandy Springs, n.d.). The CoSS Urban Forest is a massive natural resource that produces millions in economic and environmental services (Treekeeper8). Proper management of such high-value assets should be paramount to City Officials.

The Supported Wildlife Index is another tool for City Staff to use during the policy-making process. It serves no other purpose than to advocate for the protection of the Urban Forest and its provided services. The process in which the SWI was created – data collection, list creation, and paper audits – allowed City Staff to identify gaps within its tree ordinances and canopy protection policies. Furthermore, analysis of existing canopy coverage data revealed a slight imbalance in the ratio of young to mature trees and a larger imbalance in the tree species ratio.

The Sustainability Division argues that the process of creating the SWI served a greater purpose than the Index itself. The process of research, design, and development of any index forced the commissioning entity to ask tough internal questions and truly analyze the human-wildlife interface. The CoSS invested the time to create this Index in hopes that other municipalities will find it useful and be inspired to create similar documents.

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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: February 9, 2023

PURPOSE

An Ordinance to amend Technical Manual Section 1 – Landscape, Tree and Buffer Submittal Plans and Planting Section, to update the Recommended Tree Species.

RECOMMENDATION

Staff recommends **Approval of Text Amendment TA23-0002**.

PROCESS

Planning Commission Hearing: N/A	Mayor and City Council Meeting: February 21, 2023
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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.

A first amendment was presented to Mayor and City Council in November 2022. After public opposition, Staff revised the proposed amendment to remove the Recommended Tree Species List for further work. TA22-0008 was approved on December 6, 2022 and included correction of minor errors and a new section on Sustainable Landscape Practices for City projects.

Staff hosted an open house and two workgroup meetings with interested members of the community. The result of this collaboration is an updated recommended list of tree species that now includes a consideration for the ecological benefits provided by the native, large canopy tree species.

Staff developed a Supported Wildlife Score based on five criteria that highlight the importance of certain tree species and genera to the local wildlife. One of these criteria is the number of *Lepidoptera* (moths and butterflies) species hosted by the trees. This information was provided by Dr. Doug Tallamy, a renown professor at the Department of Entomology and Wildlife Ecology at the University of Delaware, at the request of Karen Meinzen McEnery. The other criteria consider the number of pollinators and birds supported, the abundance of the species in Sandy Springs, and special considerations such as supporting an endangered species.

The intent if the Supported Wildlife Score is to inform builders, developers and the community at large of the relative importance of planting certain species. The Score will be an additional tool to promote the use of native tree species in landscaping.



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: LaQuita Williams, Planner I

DATE: January 27, 2023 Submission for the February 21, 2023 City Council Meeting

ITEM: **RZ22-0006, 111 Mount Paran Road**

The Applicant requests a Zoning Map Amendment at 111 Mount Paran Road (Parcel(s) # 17 0120 LL0224) from RE-1 (Residential Estate, 1 Acre Minimum) Zoning District to RD-27 (Residential Detached, 27,000 Square Foot Minimum) Zoning District and RD-18 (Residential Detached, 18,000 Square Foot Minimum).

APPLICATION WITHDRAWN

Recommendation:

The Planning Commission recommended denial at the January 18, 2023 public hearing. The applicant later withdrew the application. There is no action required at this time.

Background:

Currently, the site is developed with a detached home and pool. The applicant requests a rezoning from RE-1 to RD-18 & RD-27. The applicant intends to create two new residential detached lots with the RD-18 lot having 18,002 square feet and the RD-27 lot having 27,410 square feet.

The Planning Commissioners recommended denial during the January 18, 2023 public hearing. The applicant later withdrew the application.

Discussion:

This amendment request does not drastically depart from conformance with the Next Ten. However, it is unwarranted and would not be substantially in line with the Next Ten policy to limit change "within" single-family neighborhoods.

Financial Impact:

N/A

Alternatives:

N/A

Review:

LaQuita Williams, Planner I
Michele McIntosh-Ross, Planning & Zoning Manager
Ginger Sottile, Director of Community Development

Created/Initiated - 2/10/2023
Approved - 2/14/2023
Approved - 2/14/2023

Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Approved - 2/14/2023
Approved - 2/14/2023
Approved - 2/15/2023
Final Approval - 2/17/2023

Attachments:

1. RZ22-0006 Ordinance
2. RZ22-0006 Package

STATE OF GEORGIA

COUNTY OF FULTON

AN ORDINANCE TO REZONE THE PROPERTY AT 111 MOUNT PARAN ROAD (PARCEL(S) # 17 0120 LL0224) FROM RE-1 (RESIDENTIAL ESTATE, 1 ACRE MINIMUM) ZONING DISTRICT TO RD-27 (RESIDENTIAL DETACHED, 27,000 SQUARE FOOT MINIMUM) ZONING DISTRICT AND RD-18 (RESIDENTIAL DETACHED, 18,000 SQUARE FOOT MINIMUM)

BE IT ORDAINED by the City Council for the City of Sandy Springs, Georgia while in regular session on February 21, 2023, at 6:00 p.m. as follows:

SECTION 1. That the Official Zoning Map, incorporated into and part of the City of Sandy Springs Development Code be amended so the property located at 111 Mount Paran Road (parcel(s) # 17 0120 LL0224), consisting of a total of approximately 1.04 acres, as more particularly described in the attachment, be rezoned from RE-1 (Residential Estate, 1 Acre Minimum) zoning district to RD-27 (Residential Detached, 27,000 square foot minimum) zoning district and RD-18 (Residential Detached, 18,000 square foot minimum) ; and

SECTION 2. That all Ordinances or part of Ordinances in conflict with the terms of this Ordinance are hereby repealed; and

SECTION 3. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature of approval of the Mayor.

APPROVED AND ADOPTED this the 21st day of February 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)



P&Z STAFF REPORT

Mayor and City Council Meeting, February 21, 2023

Case: **RZ22-0006 – 111 Mount Paran Road *WITHDRAWN***
Staff Contact: LaQuita Williams (lwilliams@sandyspringsga.gov)
Report Date: February 10, 2023

REQUEST – WITHDRAWN BY APPLICANT

Request for a Zoning Map Amendment (Rezoning) of 111 Mount Paran Road from Residential Estate- 1 acre minimum (RE-1) to Residential Detached- 18,000 square feet minimum (RD-18) and Residential Detached- 27,000 square feet minimum (RD-27).

APPLICANT

Property Owner:	Petitioner:	Representative:
Estate of Terry Puckett, Susan Sellers, Executor	Design-Construction by Craftmaster	Ed Levin

SUMMARY

The Applicant requests a Zoning Map Amendment at **111 Mount Paran Road (Parcel(s) # 17 0120 LL0224)** from RE-1 (Residential Estate, 1 acre minimum) zoning district to RD-27 (Residential Detached, 27,000 square foot minimum) zoning district and RD-18 (Residential Detached, 18,000 square foot minimum).

RECOMMENDATIONS

Department of Community Development

Staff recommends **Denial** of **Zoning Map Amendment (Rezoning) RZ22-0006**. A

Planning Commission (January 18, 2023)

Following Staff's presentation, the petitioner spoke. There were representatives of the neighboring community present who spoke in opposition of the application as they have spent time considerable time with the applicant to discuss their plans and the community's desire for quality development.

Motion:

Commissioner Andrea Settles motioned to recommend denial. Commissioner Robin Conklin seconded the motion. The motion carried unanimously.

Applicant has withdrawn this request on February 6, 2023.

MATERIALS SUBMITTED AND REVIEWED**Materials:**

1. Application, received October 10, 2022

Plans:

1. “Revised Plans,” prepared by Site Works Surveys and Planning, prepared by Ronald E. Gudger, dated October 24, 2022, received October 31, 2022

PROPERTY INFORMATION

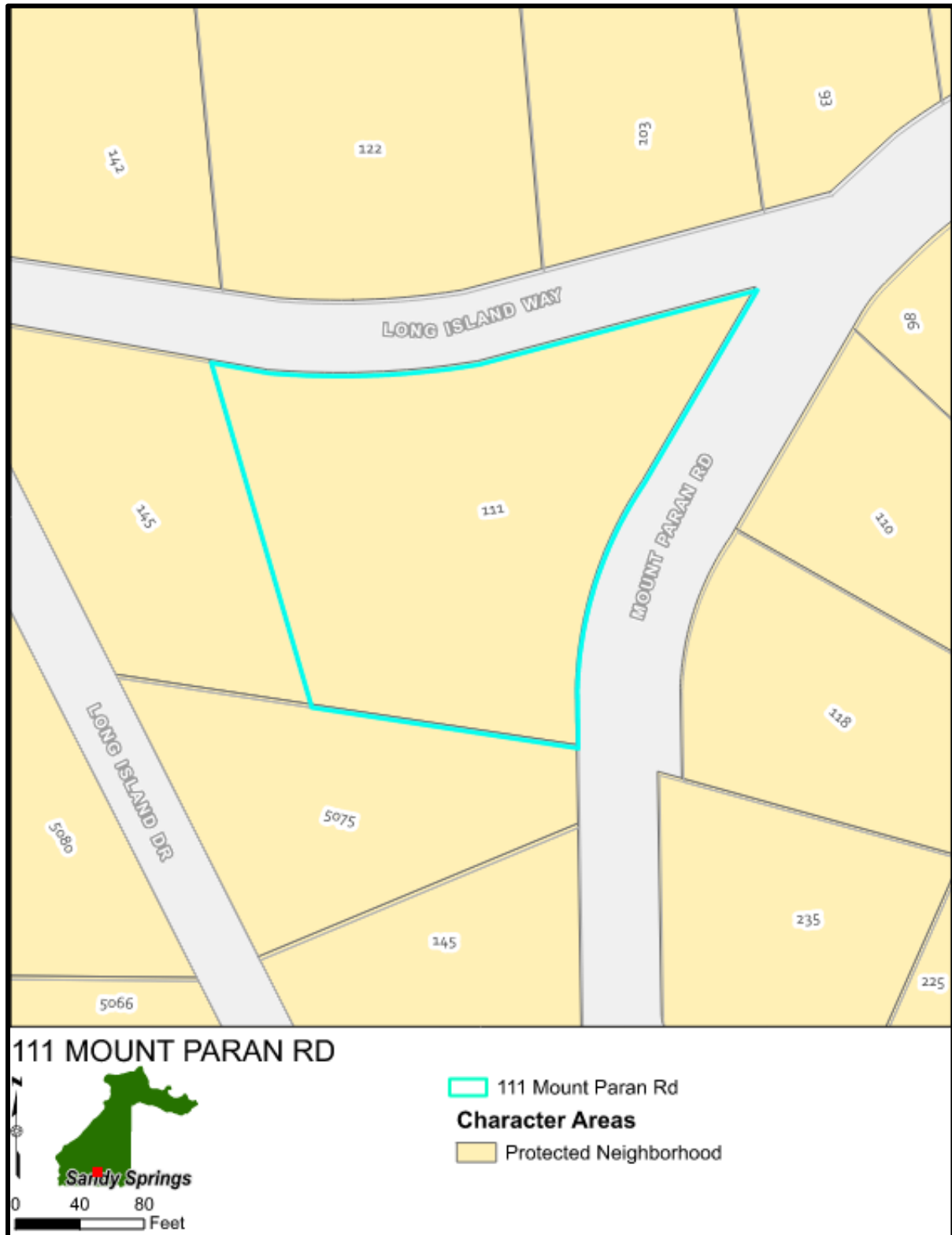
Location:	111 Mount Paran Road (Parcel # 17 0120 LL0224)
Council District:	6- Andy Bauman
Road frontage:	Approximately 346 feet of frontage on Long Island Way and approximately 313 feet of frontage on Mount Paran Road NW
Acreage:	Approximately 1.04 acres
Current Zoning:	RE-1 (Residential Estate – 1 acre minimum)
Existing Land Use:	Single Family home
Previous Zoning Case/Cases:	N/A
Character Area:	Protected Neighborhood

PROCESS

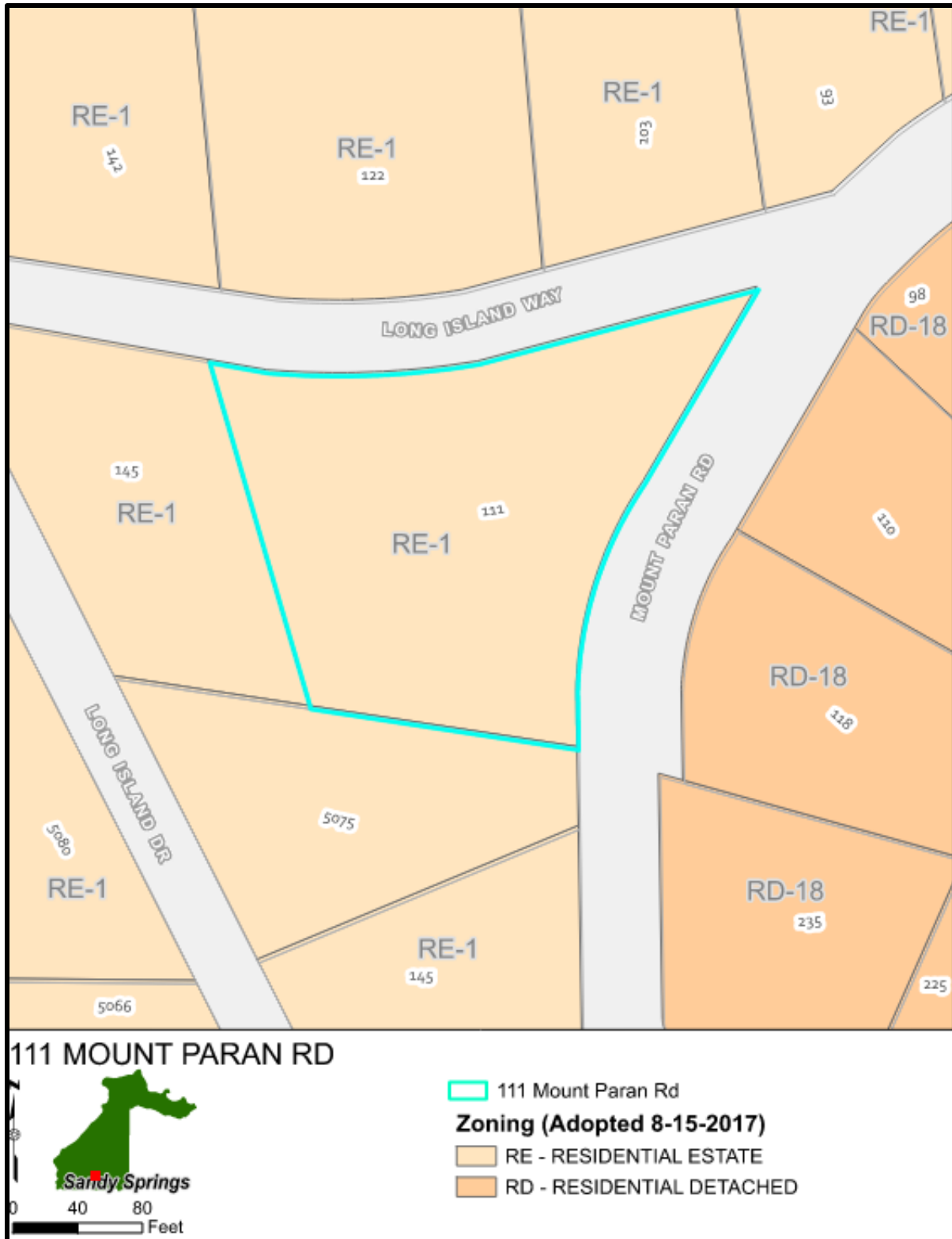
Initial Community Meeting (CMI): October 25, 2022	Second Community Meeting (CMII): December 1, 2022	Planning Commission Hearing: January 18, 2023	Mayor and City Council Hearing: February 21, 2023
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EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
Northwest	Protected Neighborhood / RE-1 / Single unit detached residence	142 Long Island Way	1.01 acres
North	Protected Neighborhood / RE-1 / Single unit detached residence	122 Long Island Way	0.99 acres
Northeast	Protected Neighborhood / RE-1 / Single unit detached residence	103 Long Island Way	1.19 acres
Northeast	Protected Neighborhood / RE-1 / Single unit detached residence	93 Mount Paran Road NW	1.19 acres
East	Protected Neighborhood / RD-18 / Single unit detached residence	98 Mount Paran Road NW	0.84 acres
East	Protected Neighborhood / RD-18 / Single unit detached residence	110 Mount Paran Road NW	0.87 acres
East	Protected Neighborhood / RD-18 / Single unit detached residence	118 Mount Paran Road NW	0.84 acres
Southeast	Protected Neighborhood / RD-18 / Single unit detached residence	235 Helmsley Drive	0.54 acres
South	Protected Neighborhood / RE-1 / Single unit detached residences	5075 Long Island Drive	0.83 acres
West	Protected Neighborhood / RE-1 / Single unit detached residences	145 Long Island Drive	0.88 acres
PROPOSED DEVELOPMENT	Protected Neighborhood / RD-27 & RD-18 / Single unit detached residences	111 Mount Paran Road NW	1.04 acres

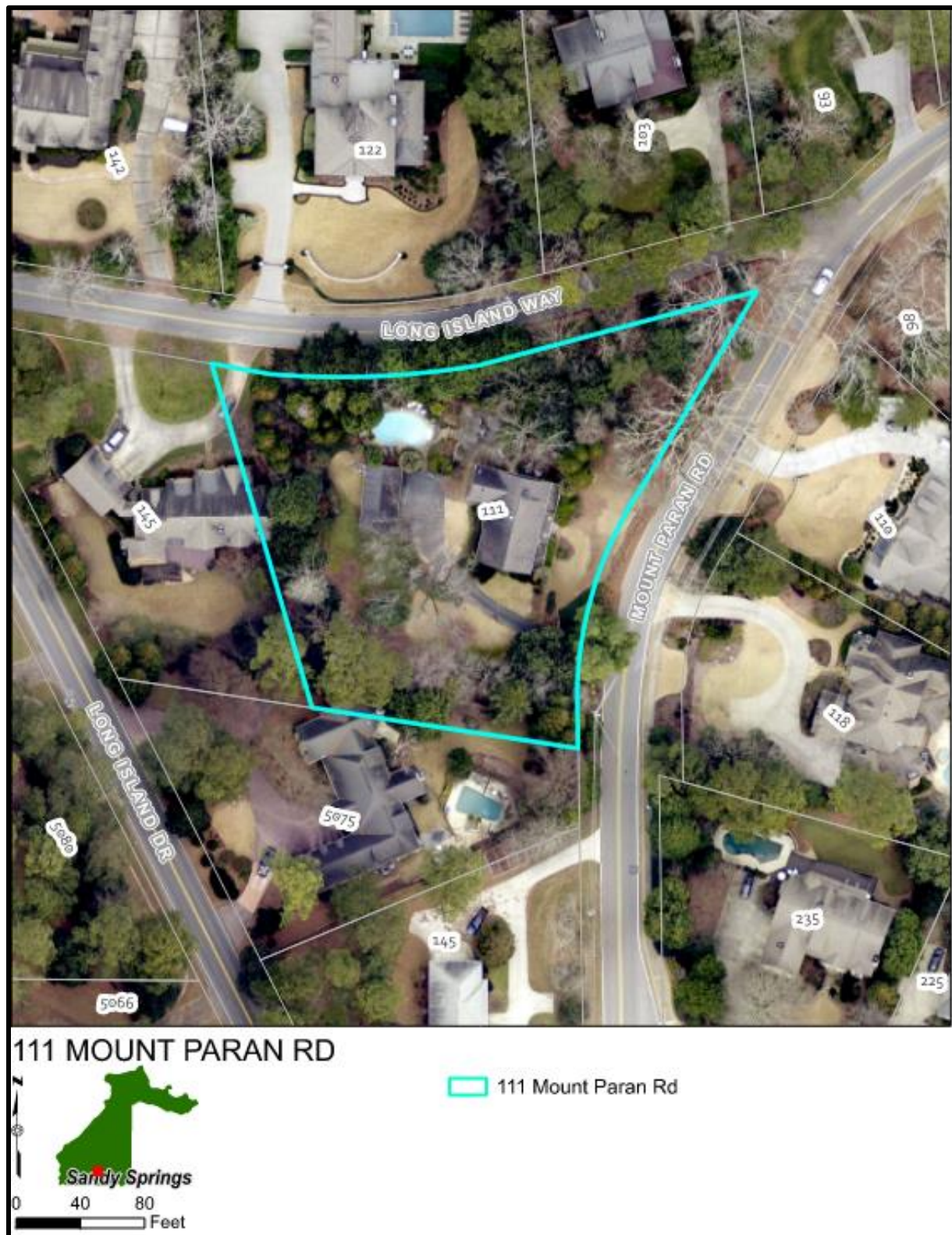
CHARACTER AREA MAP

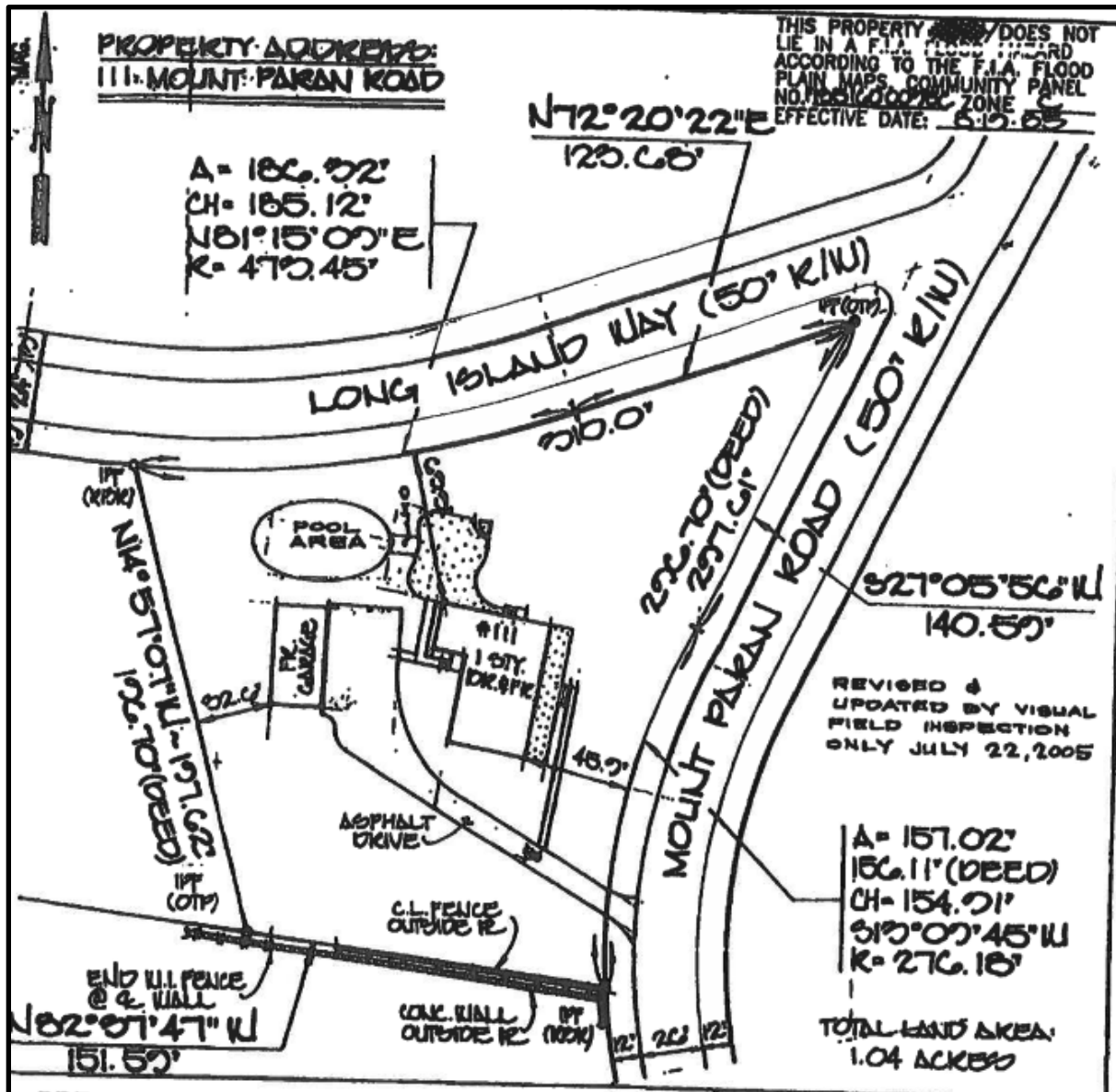


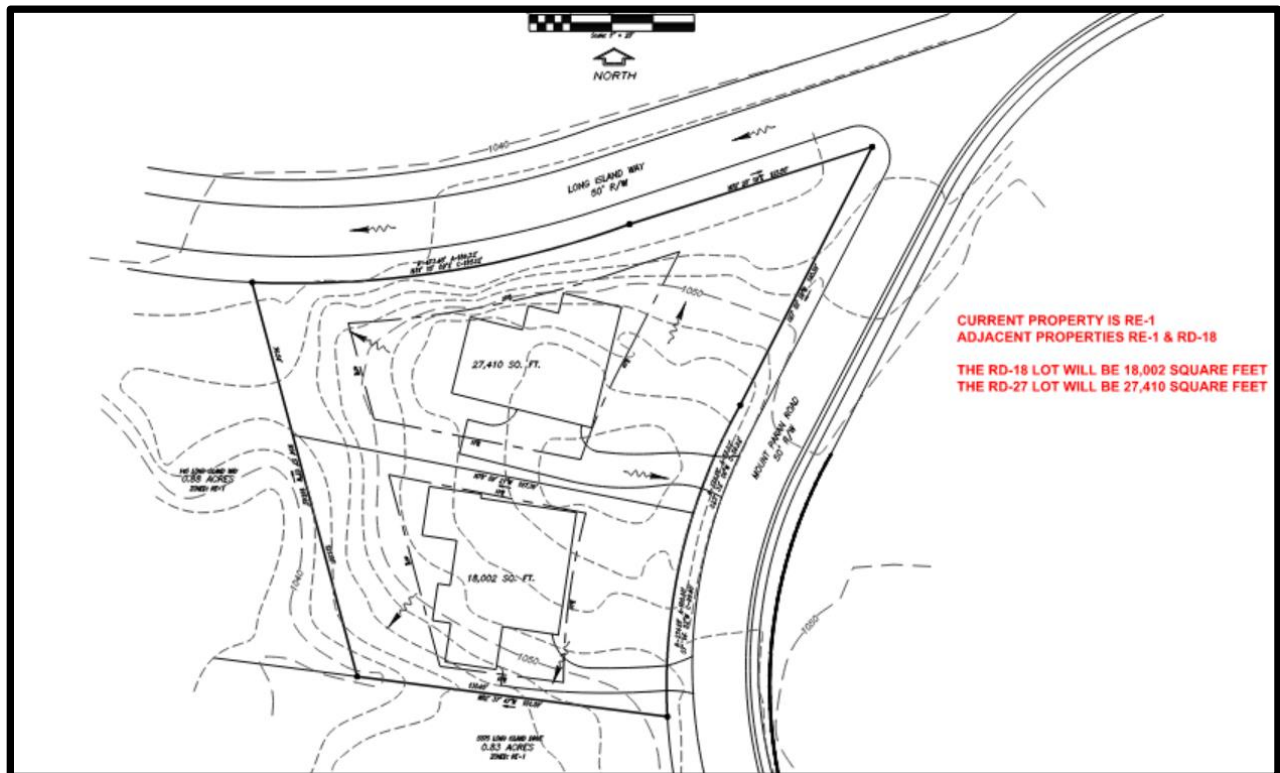
ZONING MAP



AERIAL IMAGE







EXISTING DEVELOPMENT

The 1.04-acre subject property is developed with a one-story ranch style home (currently vacant). The site also includes a detached two-car garage/carport in the rear, and a pool. According to Fulton County's records, the house and carport were built in 1920, and the pool was installed in 1998. The property is one of four Residential Estate (RE-1) lots which form an island surrounded by three streets: Long Island Drive NW, Long Island Way NW, and Mount Paran Road NW. All four lots are larger than 36,000 square feet with the largest lot being the subject lot at 57,935 square feet.

Surrounding the island of lots neighboring the subject site, to the north, south, and west are properties also all zoned RE-1; most of which were development in the 1940's and 1950's. To the east and southeast, on the opposite side of Mount Paran Road are two subdivision neighborhoods zoned RD-18, the Helmsley Place and Paran Oaks Court. These subdivisions were platted more recently, in December 1987 and developed in the 1990's before Sandy Springs became a city. The lots which range in size from 18,000 square feet all the way up to nearly nine tenths of an acre, were all zoned R-3 under Fulton County's zoning. The R-3 zoning designation, was most consistent with today's Sandy Springs RD-18 zoning, and therefore those lots transitioned to RD-18 in the 2017 Citywide rezoning. Both subdivisions include exterior facing perimeter lots, and interior facing lots on a cul-de-sac. The lots that are exterior facing, and are opposite to the subject property, are larger than 27,000 square feet (compatible with RD-27), serving as a tolerant transition in size and character closer to larger RE-1 lot neighborhood of the subject property.

Note: The RD-18 zoned parcels closest to the subject property are slightly larger than 30,000 square feet, making them larger than the minimum lot size for RD-27 lots. There are no RD-27 zoned properties adjacent to the subject property.



Existing single-family home on subject property

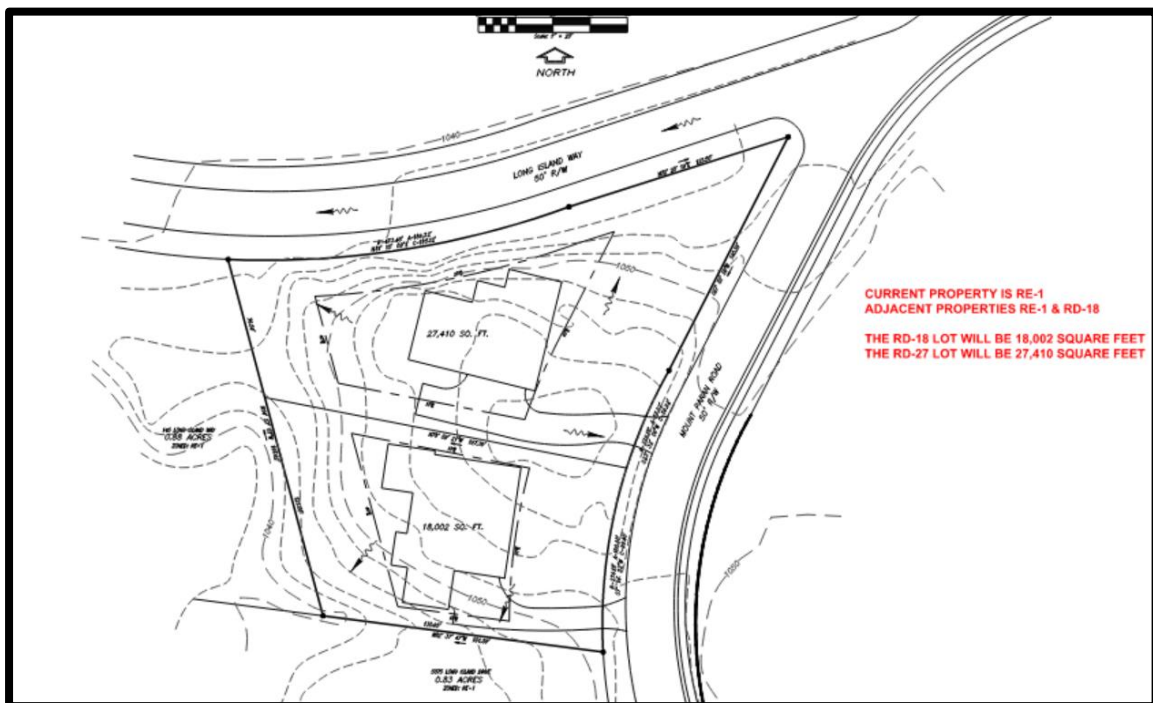


Current two car garage/carport in the rear of subject property

PROPOSED DEVELOPMENT

The proposed rezoning includes subdividing the 1.04-acre lot into two (2) lots, each with a different Protected Neighborhood zoning classification— from the current RE-1 (Residential Estate— 1 acre minimum) zoning district to RD-27 (Residential Detached, 27,000 square foot minimum) and RD-18 (Residential Detached, 18,000, square foot minimum) zoning districts. The proposed RD-18 lot would be 18,002 square feet and the RD-27 lot would be 27,410 square feet respectively.

Typically, no site plan is required for a Zoning Map Amendment (rezoning). The goal with Zoning Map Amendments is to consider the proposed zoning and land use change, rather than the specifics of a future development. However, in this case with the unique nature of the request (two zoning districts/two lots), specification and delineation are necessary. The following site plan shows the lot split and possible home and site layout as a concept that has been considered by the applicant.



ZONING MAP AMENDMENT (REZONING) CONSIDERATIONS

Per Sec. 11.3.6.C. of the Development Code, the following list of approval criteria for a Zoning Map Amendment (Rezoning) provides guidance for making decisions on approval:

1. *The Zoning Map Amendment corrects an error or meets the challenge of some changing condition, trend or fact.*

Finding: The proposed Zoning Map Amendment does not correct an error, nor does it meet the challenge of some changing condition, trend, or fact. The current zoning of the property (RE-1) is consistent with its historical zoning in Sandy Springs (R-2). It is also consistent with the lot's size (between 1 and 2 acres).

The proposal would not meet the challenge of a changing condition, trend, or fact. The area has not seen any changes to its character in terms of size of lots in many decades. The most recognizable character traits of the area are its large lots, dense tree canopy, and general conservation of the lot layout, particularly concerning the lots on the more northern side of Mount Paran Road. It is Staff's opinion that the character of the area is its conserved appearance and layout.

2. *The Zoning Map Amendment substantially conforms with the Comprehensive Plan.*

Finding: The proposed Zoning Map Amendment does not substantially conform with The Next Ten Comprehensive Plan. *The Next Ten* prioritizes redevelopment that achieves a "distinct sense of place" (pg.76 *The Next Ten*). Given the location, splitting this large lot into two smaller lots is out of character with the surrounding neighborhoods and is deviating from the existing appeal of the area. Additionally, a key policy that *The Next Ten* emphasizes is to "limit change within existing single-family neighborhoods". The most recent change was the development of Helmsley Place and Paran Oaks Court to the east of the subject property in the 1990's long before the incorporation of Sandy Springs; and with that development, the resulting parcels along Mount Paran Road (zoned RD-18), closest to the subject property, are larger than each of the two (2) proposed split lots, thus the proximity of these RD-18 zoned properties should not be viewed as precedent setting.

It is Staff's view; the amendment request, while not a drastic departure from conformance with the Next Ten- the proposed lots would still be of the Protected Neighborhood Character, and single unit residential detached- the proposal is unwarranted and would not be substantially in line with the Next Ten policy to limit change "within" single family neighborhoods as it would be a departure from the existing and historical zoning of the overall neighborhood.

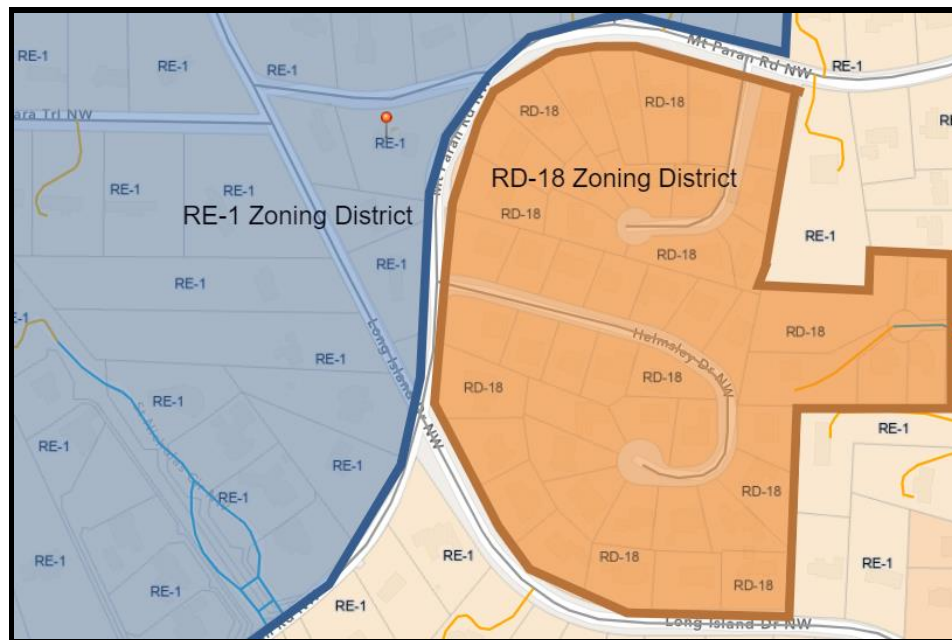
3. *The Zoning Map Amendment substantially conforms with the stated purpose and intent of this Development Code.*

Finding: The proposed Zoning Map Amendment does conform with the stated purpose and intent of the Development Code as the residential nature of the permitted uses would not be altered. However, in general, *The Next Ten* discourages rezoning that intensifies the density within single unit neighborhoods which this proposal does by adding the potential for another single unit home on a smaller lot. At least one of the zoning categories that is being requested (RD-27), does not appear in the vicinity of the subject property and can be considered spot zoning. This is not in conformance with *The Next Ten* which is intended to be a guide for the Development Code.

4. <i>The Zoning Map Amendment will reinforce the existing or planned character of the area.</i> Finding: The proposed Zoning Map Amendment will generally be consistent with the existing or planned character of the area. The current and proposed character area is Protected Neighborhood. However, at the specific site, within an existing residential neighborhood, the density would be increased, and not supported by neighboring properties of similar size.
5. <i>The subject property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties.</i> Finding: The subject property is appropriate for the use nature allowed in the proposed district as it is the same as the existing allowance, single unit detached residential. It should be noted that the lot coverage allowance for the current lot as two (2) individual lots (proposed) would increase by nearly 27%. Also of note, is the change in setbacks. The existing RE-1 lots would be adjacent to the proposed RD-18 lot with reduced setbacks from fifteen (15) feet to ten (10) feet at the side, from forty (40) feet to thirty-five (35) feet in the rear, and from sixty (60) feet to fifty (50) feet in the front. Staff sees these facts as making the property inappropriate when considering the goal to limit change within existing single-family neighborhoods, used as a criterion for the character of the neighborhood.
6. <i>There are substantial reasons why the property must not be used according to the existing zoning.</i> Finding: It is Staff's view that there are no substantial reasons for why the property must not be used according to the existing zoning.
7. <i>There is a need for the proposed use at the proposed location.</i> Finding: It is Staff's view that there is a need for the proposed use at the proposed location. However, the use is not in question as the property is already permitted for the use under the current zoning designation.
8. <i>The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.</i> Finding: Staff does not anticipate changes in the ability of the City and other service providers to provide sufficient public facilities and services, or any lapses in maintaining sufficient levels of services to existing development.
9. <i>The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management, wildlife and vegetation.</i> Finding: Staff does anticipate that the proposal will impact the natural environment. There would be by default, a reduction in existing tree canopy and an increase of impervious surfaces. As mentioned previously, the lot coverage allowance for the current lot as two (2) individual lots (proposed) would increase by nearly 27%. It is Staff's view that the proposed Zoning Map Amendment will impact the natural environment and vegetation, but can be mitigated.

10. The Zoning Map Amendment will not have a significant adverse impact on property in the vicinity of the subject property.

Finding: Staff does believe that the proposed Zoning Map Amendment would have a substantially adverse impact on property in the vicinity of the subject properties. As evidenced via the Existing Land Uses and Zoning of Property in the Vicinity Table on page 3 and the Zoning Map below, all of the parcels in the vicinity of the subject properties north of Mount Paran Road are zoned similarly with larger lot sizes. One of the proposed zoning categories being requested, RD-27, does not exist in the vicinity of the subject property, and could be considered a spot zoning, which goes against the City's zoning policy. Allowing spot zoning could set precedent that would adversely affect the neighborhood in the future.



The proposed Zoning Map Amendment would create two smaller lots when compared to the adjacent and surrounding properties. The largest lot to be proposed is 27,410 square feet. The property immediately to the south of the subject lot would be negatively impacted from this proposal in that it would effectively decrease the neighboring side setback line from fifteen (15) feet to ten (10) feet.

It is Staff's view that the proposed Zoning Map Amendment will have adverse impacts on property neighboring to and in the vicinity of the subject property.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

If subdivided, parcels should be required to share a driveway. Frontage improvements should be implemented per the Development Code.

Sandy Springs Transportation Engineer:

Mount Paran Road is classified as a Minor Arterial Street with AADT>4900 vehicles per day. If approved, Transportation would recommend access be obtained only through joint use easement/driveway from Long Island Way.

Sandy Springs City Engineer:

Stormwater requirements including design storm attenuation will be required for development of each lot individually.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

Adherence to Section 8.2.3, Division 9.3, and Section 9.4.2.G of the Sandy Springs Development Code will be required for each lot.

Sandy Springs Sustainability Manager:

The additional house would cause a reduction in tree canopy with tree removal, and create additional impervious surfaces that would increase stormwater runoff if not mitigated. However, building on an already developed lot is environmentally preferred than greenfield development.

Sandy Springs Site:

Stormwater requirements including design storm attenuation will be required for development of each lot individually.

Sandy Springs Fire Marshal:

No comment provided.

Fulton County Schools:

No comment provided.

Fulton County Public Services and Utilities:

No comment provided.

PUBLIC PARTICIPATION

Community Meeting I

There were 18 in person and virtual attendees, including the applicant's team and the President of Sandy Springs Council of Neighborhoods (SSCN) held on October 25, 2022. Questions and topics discussed included the appropriateness of split zoning and spot zoning and the impact to the tree canopy.

Community Meeting II

There were 21 in person and virtual attendees, including the applicant's team and the President of SSCN held on December 1, 2022. Questions and topics discussed included the neighbors' market value, surrounding lot sizes, and the character and nature of the neighborhood.

Correspondence Received

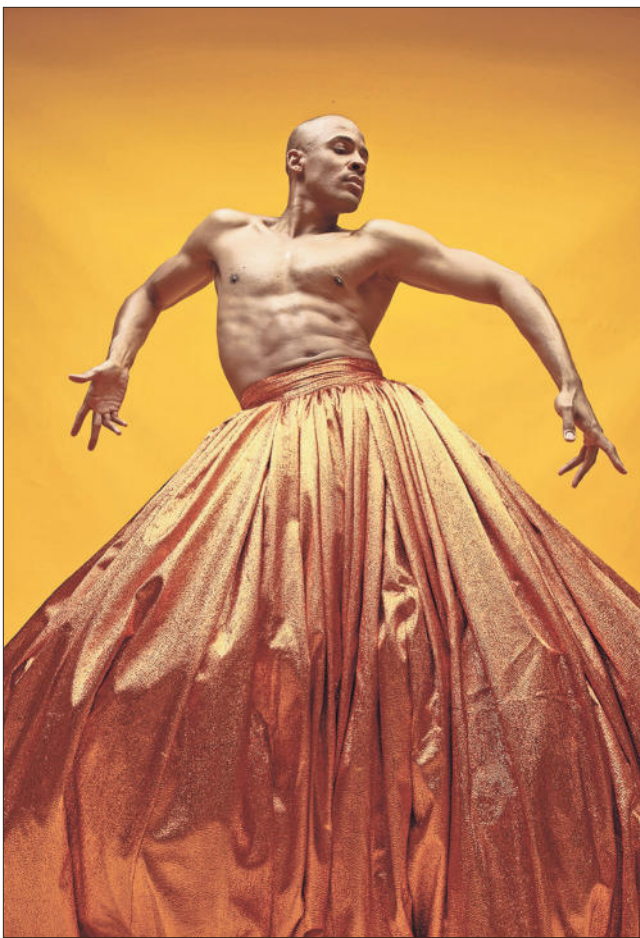
At the time of this draft, there were thirteen (13) public comments in opposition and (1) in support.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Denial** of **Zoning Map Amendment** RZ22-0006, request for a Zoning Map Amendment of **111 Mount Paran Road** from the RE-1 (Residential Estate, 1 acre minimum) zoning district to RD-27 (Residential Detached, 27,000 square foot minimum) zoning district and RD-18 (Residential Detached, 18,000, square foot minimum) zoning district.

Should the Commission wish to recommend approval of this request, staff recommends the following condition:

- Both new parcels must share a driveway/easement accessed from Long Island Way



Special Photo: Dario Calmese

Led by Artistic Director Robert Battle, the 2023 Atlanta engagement will showcase the passionate spirit and extraordinary technique of Ailey's dancers, including Yannick Lebrun (pictured).

Alvin Ailey American Dance Theater brings tales of transcendence to Fox Theatre

By Elizabeth Nouryeh-Clay
@NouryehNeighbor

Metro-Atlanta residents will once again be able to witness the storytelling of Alvin Ailey American Dance Theater at the Fox Theatre Feb. 16 through 19, 2023.

Led by Artistic Director Robert Battle, the 2023 Atlanta engagement will showcase the passionate spirit and extraordinary technique of Ailey's dancers in five exciting performances featuring premieres, new productions and repertory favorites.

The inspiring finale of all programs will be Alvin Ailey's must-see American masterpiece "Revelations," acclaimed around the world for sending hearts soaring and lifting audiences to their feet. Since its debut in 1960, "Revelations" has been seen by more people around the world than any other modern dance work moving audiences with its powerful storytelling and soul-stirring music, evoking timeless themes of determination, hope and transcendence.

Springing from Ailey's childhood memories of growing up in the south and attending services at Mount Olive Baptist Church in Texas, "Revelations" pays homage to the rich cultural heritage of the African-American and explores the emotional spectrum of the human condition.

To help introduce young audiences to the magic of Ailey during Black History Month, a school-time performance Feb. 17, at 10:30 a.m. will engage and enlighten Atlanta students. The hour-long program, moderated by one of the dancers, will give young audiences a peak behind the scenes into the world of dance and introduces young audiences to the magic of Alvin Ailey's must-see masterpiece, "Revelations."

In 1958, Alvin Ailey and a small group of dancers took the stage in New York and forever changed American dance and culture. One of the country's groundbreaking greats, his Company earned a reputation as one of the finest international ambassadors of American culture, promoting the uniqueness of the African American cultural experience and the preservation and enrichment of American modern dance.

Now in its seventh decade, Alvin Ailey American Dance Theater continues to move forward under the leadership of Artistic Director Robert Battle, along with Associate Artistic Director Matthew

Rushing, a renowned former dancer who is marking his 30th anniversary with Ailey this season. In 2014, Robert Battle accepted the Presidential Medal of Freedom, the nation's highest civilian honor, on behalf of the late Alvin Ailey, a trailblazing artist who is the subject of the acclaimed documentary Ailey, currently streaming on Hulu.

Tickets starting at \$29, are now on sale at The Fox Theatre box office, 660 Peachtree Street NE, www.alvinailey.org, www.foxatltix.com or by calling 855-285-8499. Full programming will be announced at a later date.



Special Photo: Dario Calmese

The inspiring finale of all programs will be Alvin Ailey's must-see American masterpiece "Revelations" (not pictured).



Special Photo: Dario Calmese

Alvin Ailey American Dance Theater's Renaldo Maurice is one of many dancers who will take the stage of the Fox Theatre Feb. 16 through 19, 2023.



Special Photo: Dario Calmese

AAADT's Yannick Lebrun, James Gilmer and Constance Stamatiou will perform at the Fox Theatre Feb. 16, 17 and 19, 2023.

SANDY SPRINGS NOTICE OF PUBLIC HEARING		SANDY SPRINGS NOTICE OF ZONING MAP AMENDMENT (REZONING)	
Petition Number:	TA22-0009	Petition Number:	RZ22-0006
Petitioner:	City of Sandy Springs	Petitioner:	Ed Levin (Design Construction by Craftmaster)
Purpose:	An Ordinance to amend Development Code Section 1.2.1. Districts Established and Section 10.3.1. Blocks	Property Location:	111 Mount Paran Road Parcel # 17 0120 LL0224
Public Hearing:	Mayor & City Council January 17, 2023 at 6:00 p.m.	Request:	Request for a Zoning Map Amendment (Rezoning) from RE-1 to RD-27 and RD-18.
Location:	Sandy Springs City Hall 1 Galambos Way Sandy Springs, GA 30328 770-730-5600	Public Hearing:	Planning Commission January 18, 2023 at 6:00 p.m.
Virtual Option:	Zoom Webinar at http://spr.gs/citycouncilmeeting . For instructions on how to provide public comment during the Public Hearing, please visit http://spr.gs/publiccomment .	Location:	Sandy Springs City Hall 1 Galambos Way Sandy Springs, GA 30328 770-730-5600
		Virtual Option:	Zoom Webinar at http://spr.gs/pcmeeting . For instructions on how to provide public comment during the Public Hearing, please visit http://spr.gs/publiccomment

2022 YEAR END REPORT - CITY OF SANDY SPRINGS TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX (TSPLOST)

Fulton County provides transportation services for the City of Sandy Springs. Pursuant to Senate Bill 369, Section 48-8-269-6, the following chart represents the 2022 annual non-technical report on financial status of each Tier I purpose/program. This report represents the period from the start of the TSPLOST-2016 program on April 1, 2017 through December 15, 2022. For additional questions, please contact Allen Johnson, TSPLOST Program Manager, Department of Public Works, at 770-206-2013.

TIER 1 PURPOSE / PROGRAMS	Original Estimated Cost	Current Estimated Cost	Amount Expended in Prior Years	Amount Contracted in 2022	Amount Expended in 2022
Transportation Enhancement Projects (Intersections)	\$16,200,000	\$17,907,437	\$7,522,895	\$3,464,468	\$2,001,707
Sidewalk Projects	9,685,224	13,285,096	6,162,422	4,332,239	3,748,252
Major Improvements	47,384,108	56,160,286	15,335,403	2,950,914	2,347,759
Last Mile Connectivity	5,850,000	6,588,480	488,480	0	0
Program Admin Costs	9,029,677	7,550,000	4,310,299	797,593	797,593
Tier 1 Total Costs	\$88,149,009	\$101,491,298	\$33,819,498	\$11,545,213	\$8,895,311

2022 Contracted

- * **Transportation Enhancement Projects**
 - TS103--Spalding Drive @ Dalrymple/Trowbridge Roads (completed 03/22)
 - TS105--Roswell Road @ Grogans Ferry Road
 - TS106--Riverview Road @ Northside Drive
 - TS108--Roswell Road @ Dalrymple Road
 - TS111--Spalding Drive @ Pitts Road
- * **Sidewalk Projects**
 - TS166--Spalding Drive - Spalding Lake Court to Publix
 - TS167--Brandon Mill Road - Marsh Creek to Lost Forest Drive
 - TS168--Dalrymple Road - Princeton to Duncourtney
 - TS169--Dunwoody Club Road - Spalding to Fenimore
 - TS170--Interstate North - City Limit to Northside
 - TS171--Roberts Road - Northridge to Davis Academy (completed 01/22)
 - TS172--Brandon Mill Road - Lost Forest Drive to Brandon Ridge Drive
- * **Major Improvements**
 - TS191--Johnson Ferry Road @ Mount Vernon Highway
 - TS193--Hammond Road
 - TS192--Mount Vernon Highway Corridor Study
- * **Last Mile Connectivity Projects**
 - None this period
- * **Program Admin Costs**
 - TS999--Includes TSPLOST dedicated staff costs and other non-project related expenses



SANDY SPRINGS™
GEORGIA

Case No.: _____
Planner's initials: _____

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 111 MOUNT PARRAN RD. SANDY SPRINGS 30327	
	Parcel Tax ID(s):	
	Total acreage: 1.033	Council District:
	Current zoning: RE-1	Current use: ONE SINGLE FAMILY HOME
	Character Area: SINGLE FAMILY HOMES	

APPLICATION	Purpose of the Application:	
	Check all that apply:	
	☒ Zoning Map Amendment (Rezoning)	☐ Conditional Use Permit
	Detailed request:	
	FROM RE-1 TO RD27+RD18	
	Petitioner: ED LEVIN	
Petitioner's address: 195 CHASELAND RD		
SANDY SPRING GA. 30328		
Phone: 404-372-0300	Email: CRAFTMASTERED@ICLOUD.COM	

OWNER	Property owner: SUSAN SEWERS - 111 MT PARRAN & NASHVILLE	
	Owner's address: TENN.	
	Phone: [REDACTED]	Email: [REDACTED]
	Signature (authorizing initiation of the process): [Signature]	
	If the property is under contract, provide a copy of the contract	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date:	Anticipated Application date:
CMI date, time, and location:	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	



SANDY SPRINGS™
GEORGIA

Case No.: _____
Planner's initials: _____

APPLICATION FORM

APPLICATION	Purpose of the Application: <u>TO REZONE 111 MT PARN RD.</u>
	<u>FROM RE-1 TO RD27 + RD18 FOR TWO HOMES</u>
	Check all that apply:
	☒ Zoning Map Amendment (Rezoning) ☐ Conditional Use Permit
	Detailed request:
	<u>TO REZONE FROM RE-1 TO ONE LOT</u>
	<u>TO RD27 + ONE TO RD-10</u>

COMMUNITY MEETING REPORT	Date and location of CMI: <u>25 OCT (TUESDAY) - MUTATION BREWERY</u>
	Beginning time: <u>6:00 PM</u> End time: <u>6:45</u>
	Summary of concerns discussed:
	<u>TO ALLOW TWO HOMES</u>
	<u>MOST DID NOT LIKE</u>
	Does the Application address the concerns discussed at the CMI? ☒ Yes ☐ No
	Explain:
	<u>WILL TRY ON THE NEXT</u>
	<u>MEETING TO CHANGE SOME OF</u>
	<u>THE PEOPLES MINDS-</u>

- TO BE FILLED OUT BY P&Z STAFF -

Application date:	Tentative Planning Commission date:
CMI date and time:	Tentative Mayor and City Council date:
OFFICIAL REQUEST (FOR PUBLICATION):	



SANDY SPRINGS™

GEORGIA

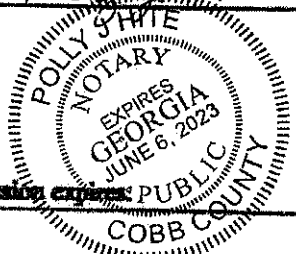
AUTHORIZATION FORM - PART I

A- The property owner must fill out the following section and have it notarized. If a property has multiple owners, each owner must separately fill out a copy of the Authorization Form.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name:	Sworn and subscribed before me this _____ * day of _____ 20____ Notary public: Seal: Commission expires:
Address:	
City, State, Zip Code:	
Email address:	
Phone number:	
Owner's signature:	

B- If the Applicant is not the current owner of the subject property:

Fill out the following section, check the appropriate statement, and have it notarized.

Applicant states under oath that:	
☒ He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (attach a copy of the contract); or ☐ He/she has an option to purchase the subject property (attach a copy of the contract); or ☐ He/she has an estate of years which permits the Applicant to apply (attach a copy of the lease)	
Applicant's name: Estate of Terry Puckett	Sworn and subscribed before me this 7 th * day of October 20 22 Notary public: Polly D. Hite Seal:  Commission expires:
Company name: Susan Sellers, executor	
Address: 111 MT PARNER RD	
City, State, Zip Code: SANDY SPRING, GA 30327	
Email address: [REDACTED]	
Phone number: [REDACTED] Applicant's signature: Susan Sellers, executor	

7/28/2021

Zoning Map Amendment (Removal) & Conditional Use Permit Application

p.2

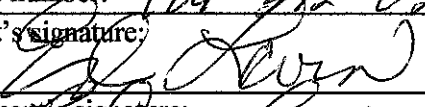
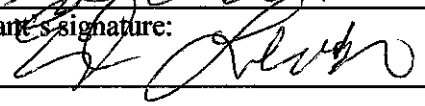


SANDY SPRINGS™

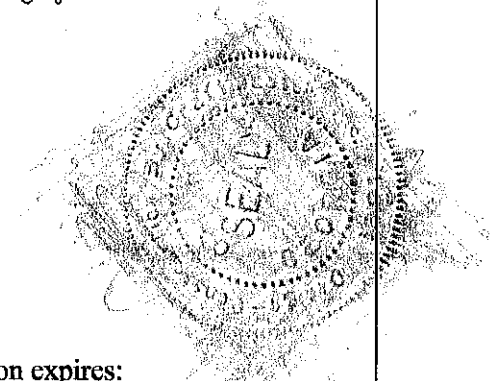
GEORGIA

AUTHORIZATION FORM – PART II

C- If an agent or attorney will represent the owner and/or the Applicant:
Fill out the following section and have it notarized.

Agent's name:	ED LEVIN
Company:	DESIGN CONSTRUCTION BY CRAFTMASTER
Address:	195 CHASELAND RD
City, State, Zip Code:	SANDY SPRINGS GA 30328
Email address:	CRAFTMASTERED@KLOON.COM
Phone number:	404-322-0300
Agent's signature:	
Applicant's signature:	

Sworn and subscribed before me this
31 th day of October 2022
Notary public:

Seal:

Commission expires:

DESIGN-CONSTRUCTION
by
CRAFTMASTER, INC.

October 31, 2022

Petitioner: Ed Levin, Design Construction by Craftmaster

Property Address: 111 Mt. Paran Road Atlanta GA 30327

Letter of Intent

We are seeking to rezone the property from RE-1, (which is currently a one-acre lot zoning) to 2 lots. One lot would be RD-27, (minimum 27,000 square ft) and the other lot would be RD-18 (minimum of 18,000 square feet). The RD-18 is the current zoning across Mt. Paran to the subject property.

The proposal would be to build two homes which would be approximately 5 thousand square feet on two floors. The actual lot sizes will be 27,410 square feet for the RD-27 and 18,002 square feet for the RD-18.



DESIGN-CONSTRUCTION
by
CRAFTMASTER, INC.

October 31, 2022

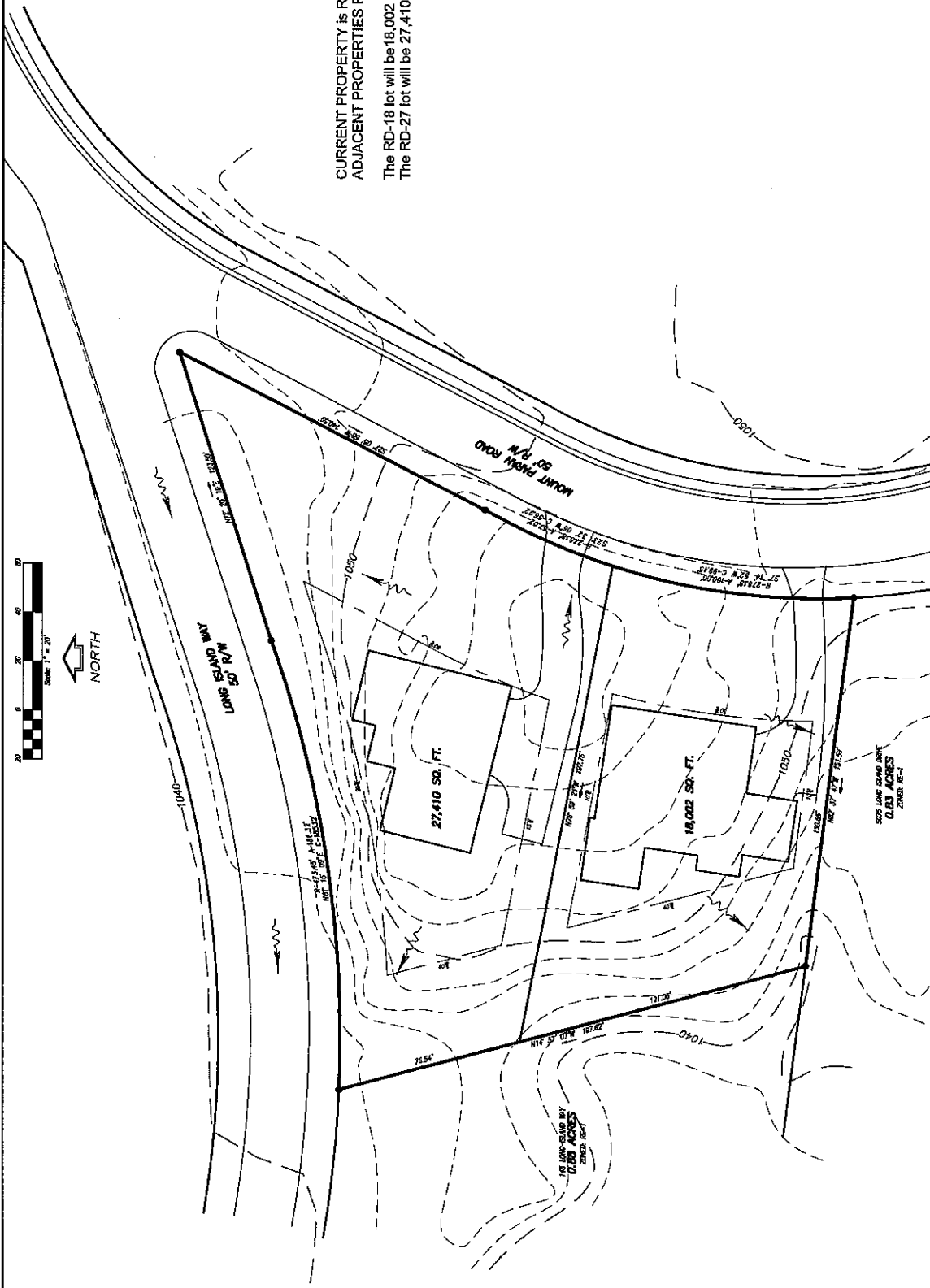
Petitioner: Ed Levin, Design Construction by Craftmaster

Property Address: 111 Mt. Paran Road Atlanta GA 30327

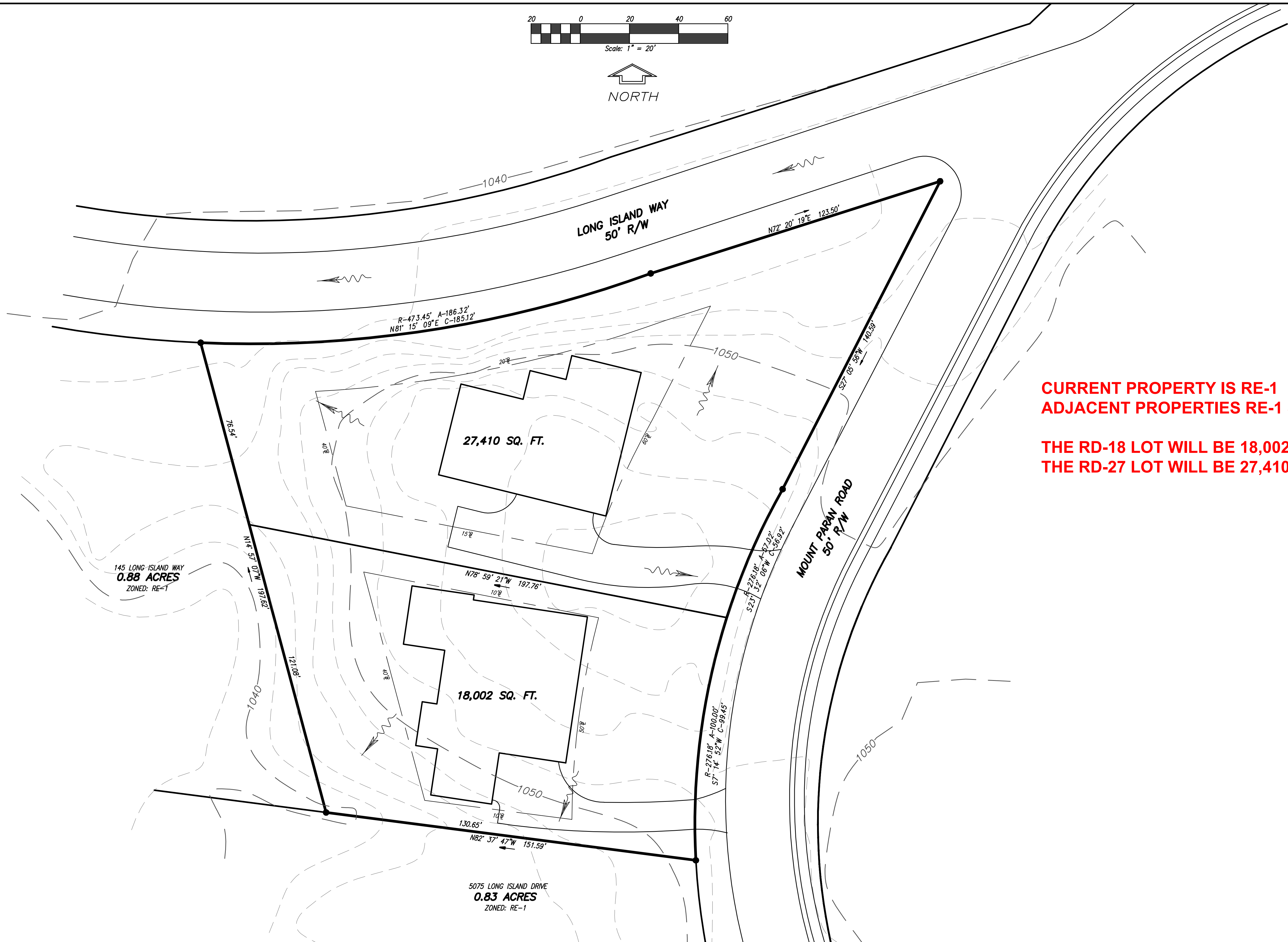
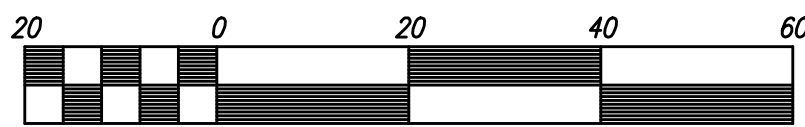
Zoning Impact Analysis

1. The Zoning Map Amendment should not affect other properties in the area.
2. The Zoning Map Amendment currently does not conform with the Comprehensive Plan.
3. The Zoning map Amendment does conform with the purpose of building a single-family home
4. The Zoning Map Amendment will still reinforce existing or planned character of the area which are high-end single-family homes.
5. The subject property is appropriate for the development of two single family lots. In the proposed district and use in development of adjacent properties. RD-18 is across the street.
6. The reason the property should be changed from its RE-1 to RD-18 and RD-27 becomes a better use for the property compared to building one single use family home.
7. There are very few new homes in the 5,000 square feet area for sale at this time and there is a need for two homes.
8. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire, and emergency medical services, while maintaining sufficient levels of service to existing development. There should not be any economic impact by adding one lot. The only thing required would be one additional sewer tap and one additional water meter. There is a sewer manhole in the street of Long Island Way adjacent to the property. There will be no traffic impact by adding one home.
9. The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management (all downspouts off of the new homes will be piped for underground storage areas), wildlife and vegetation. Heavy wooded buffer along Long Island Way in the rear of the property will remain. There will also be less storm water runoffs because of the water quality pits now required under new construction.
10. The Zoning Map Amendment will not have a significant adverse impact on property in the vicinity of the subject property. The homes that will be built will be in the low/high two million price range.





SURVEYED CALCULATED DRAWN DATE OCT. 24, 2022	SITE SURVEY & PLANNING 4798 ASHFORD HUNTERWOOD ROAD SUITE 111 FULTON COUNTY, GEORGIA 30836 PHONE: 770-300-8011 e-mail: gulfenergytag@hollanb.net	PROPOSED LOT SHOW 111 MOUNT PAIN ROAD LOT 111 171 DWS L224 LL 120 DISTRICT 17 CITY OF SANDY SPRINGS FULTON COUNTY, GEORGIA		NO. DATE REVISION



**CURRENT PROPERTY IS RE-1
ADJACENT PROPERTIES RE-1 & RD-18**

**THE RD-18 LOT WILL BE 18,002 SQUARE FEET
THE RD-27 LOT WILL BE 27,410 SQUARE FEET**

SURVEYED _____		SITE WORKS SURVEYS & PLANNING 4780 ASHFORD DUNWOODY ROAD SUITE 540-208 ATLANTA, GEORGIA 30328 PHONE: 770-396-6011 e-mail: gudgersurveying@bellsouth.net	PROPOSED LOT DIVISION 111 MOUNT PARAN ROAD TAX I.D. #17 0120 LL0224 L.L. 120, DISTRICT 17 CITY OF SANDY SPRINGS FULTON COUNTY, GEORGIA			
CALCULATED _____						
DRAWN _____						
DWG. NAME MOUNT PARAN 111						
DATE OCT. 24, 2022						
NO.	DATE	REVISION				

922-12

STATE OF GEORGIA
COUNTY OF DEKALB

GEORGIA, FULTON COUNTY
FILED AND RECORDED

92 FEB 17 AM 8:30

JUANITA HICKS
CLERK, SUPERIOR COURT

WARRANTY DEED

THIS INDENTURE, Made the 13th day of February, 1992, by and between

Charles L. Cain and Ann A. Cain

as party or parties of the first part, hereinafter referred to as "Grantor", and

Terry Puckett

Fulton County, Georgia

Real Estate Transfer Tax

Paid \$ 14.90

Date 2-17-92

JUANITA HICKS

Clerk, Superior Court

By: [Signature] Clerk

as party or parties of the second part, hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and plural

WITNESSETH

FOR AND IN CONSIDERATION of the sum of Ten Dollars in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor, has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee

All that tract or parcel of land lying and being in Land Lot 120 of the 17th District of Fulton County, Georgia, and being more particularly described follows:

BEGINNING at the Intersection of the Northwestern side of Mount Paran Road (a 50' Right of Way) and the Southeastern side of Long Island Way (a 50' Right of Way); thence Southwesterly and Southerly along the Northwestern and Westerly side of Mount Paran Road South 27 degrees, 25 minutes, 40 seconds West a distance of 140.59 feet to a point; thence continuing along the Northwestern and Westerly side of Mount Paran Road an arc distance of 156.11 feet, said arc subtended by a chord bearing South 12 degrees, 48 minutes, 16 seconds West a chord distance of 154.04 feet to a 3/8 inch rod found; thence North 82 degrees, 36 minutes, 12 seconds West a distance of 151.59 feet to a 1 inch pipe found; thence North 15 degrees, 09 minutes 10 seconds West a distance of 196.70 feet to a 1/2 inch rebar set on the Southerly side of Long Island Way; thence following the curvature thereof an arc distance of 186.32 feet, said arc subtended by a chord bearing North 81 degrees, 15 minutes, 09 seconds East a chord distance of 185.12 feet to a point; thence continuing along the Southerly side of Long Island Way North 72 degrees, 22 seconds, 39 minutes East a distance of 123.68 feet to a 1/2 inch rebar set and the POINT OF BEGINNING. All in accordance with that survey prepared for Terry Puckett dated December 23, 1991 prepared by Mark A. Buckner, GRLS No. 2422 of Pearson & Associates, Inc., containing 1.0365 acres.

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of Grantee, forever, in FEE SIMPLE.

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee, against the claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of:

[Signature]
Unofficial Witness
[Signature]
Notary Public
After Notary Stamp and Seal

[Signature]
Charles L. Cain (Seal)
[Signature]
Ann A. Cain (Seal)
by Charles L. Cain, Attorney-in-Fact *



Notary Public for Fulton County, Georgia
My Comm. Expiration Sept. 19, 1993

*By virtue of that Power of Attorney recorded in Deed Book 15021, Page 182, Fulton County, Georgia records.

15021-184

DESIGN-CONSTRUCTION
by
CRAFTMASTER, INC.

October 31, 2022

Petitioner: Ed Levin, Design Construction by Craftmaster

Property Address: 111 Mt. Paran Road Atlanta GA 30327

Site

Roads: Existing and adjacent roads are Mt. Paran Road and Long Island Way

Improvements: Existing building to be torn down is one story and approximately three thousand square feet. In addition, there is a free-standing garage that is approximately 400 square feet. Location of the new homes is shown on plat. Total area of the sites is listed at 18,002 and 27,410 square feet. Building foot prints will be approximately 35,00 square feet on each lot. There will be a minimum of two parking spaces as well as three car garage. Lot coverage will be per zoning at 30-35%.

Environmental: There is no floodplain in the area. Proposed storm water management will be underground gravel pits. The lots will be sewer. Sewer is currently on Long Island Way adjacent to the property. Water is available on Mt. Paran Road and there is currently one water meter. The heavy tree line along Long Island Way and the rear of the property will be maintained. There are no wetlands.

DESIGN-CONSTRUCTION
by
CRAFTMASTER, INC.

October 31, 2022

Petitioner: Ed Levin, Design Construction by Craftmaster

Property Address: 111 Mt. Paran Road Atlanta GA 30327

Summary of Sign-In Sheet

We had 15 people show up that lived in the area. We had 1 person show up that does not live in the area. Her name is Rhonda Smith. She is known to come to all zone and variance meetings and tries to convince people to turn everything down. Myself and the two property owners were also in attendance. Laquita Williams was there to verify this.

I feel like we would have had a 50/50 split on approval until this lady convinced all the people that live in the area to listen to her. When asked for a show of hands who was against this, approximately 2/3 raised their hands immediately and the other 1/3 were hesitant but then raised their hands after seeing their neighbors do so.

Prior to the next meeting, I am going to try and meet with all the owners that came to the first meeting and convince them my plan and rezoning is not harmful to the area.



Ed Levin

Owner

Design Construction by Craftmaster

October 25th, 2022

1ST Community Meeting for Zoning of 111 Mt. Paran Road

SIGN IN SHEET

Name	Address	Phone number	Email address
Barb Meyer	[REDACTED]	[REDACTED]	[REDACTED]
Mike Amerson	[REDACTED]	[REDACTED]	[REDACTED]
Andy Meyer	[REDACTED]	[REDACTED]	[REDACTED]
Fathy Leeman	[REDACTED]	[REDACTED]	[REDACTED]
* Robert Smith	[REDACTED]	[REDACTED]	[REDACTED]
Glenda Beerman	[REDACTED]	[REDACTED]	[REDACTED]
Bernard Pollock	[REDACTED]	[REDACTED]	[REDACTED]
Shirley Tim Leeman	[REDACTED]	[REDACTED]	[REDACTED]
CHRISTINE MAY	[REDACTED]	[REDACTED]	[REDACTED]
Michele McIntosh-Ross	[REDACTED]	[REDACTED]	[REDACTED]
Andy Barkas	[REDACTED]	[REDACTED]	[REDACTED]
GABRIEL LITTLE	[REDACTED]	[REDACTED]	[REDACTED]
Jay Flax	[REDACTED]	[REDACTED]	[REDACTED]
Fred Flax	[REDACTED]	[REDACTED]	[REDACTED]

SIGN IN SHEET

1ST Community Meeting for Zoning of 111 Mt. Paran Road

Name _____

Address

Phone number

Email address

Early Practice

Shawn Adams

Jim Valitzky

Street View

PURCHASE AND SALE AGREEMENT

Offer Date: September 27, 2022



2022 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. **Property Identification:** Address: 111 Mount Paran Rd
City Sandy Springs, County Fulton, Georgia, Zip Code 30327
MLS Number: N/A Tax Parcel I.D. Number: 17 0120 LL0224

b. **Legal Description:** The legal description of the Property is [select one of the following below]:

- ☒ (1) attached as an exhibit hereto;
☐ (2) Condominium (attach F204 Condominium Resale Purchase and Sale Exhibit)
☐ (3) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; **OR**
☐ (4) Land Lot(s) _____ of the _____ District, _____ Section/GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. **Purchase Price of Property to be Paid by Buyer.**
\$ 1,300,000.

3. **Closing Costs.**
Seller's Contribution at Closing: \$ SEE STIPS

4. **Closing Date and Possession.**
Closing Date shall be SEE SPECIAL STIPS(TBD) with possession of the Property transferred to Buyer
☒ at Closing **OR** ☐ _____ days after Closing at _____ o'clock ☐ AM ☐ PM (attach F219 Temporary Occupancy Agreement).

5. **Closing Law Firm.** Campbell Brannon Phone Number: 770-804-7842

6. **Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Weichert Realtors-The Collective

7. **Earnest Money.** Earnest Money shall be paid by ☒ check ☐ ACH ☐ cash or ☐ wire transfer of immediately available funds as follows:
☐ a. \$ _____ as of the Offer Date.
☒ b. \$ 25,000. (SEE STIPS) within 3 days from the Binding Agreement Date.
☐ c. _____

8. **Inspection and Due Diligence.**
a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of see stips days from the Binding Agreement Date.
b. **Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
(2) shall pay directly to Seller additional option money of \$ N/A by ☐ check ☐ ACH or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. **Lead-Based Paint.** To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) ☒ was (attach F316 Lead-Based Paint Exhibit) **OR** ☐ was not built prior to 1978.

10. Brokerage Relationships in this Transaction.

- a. **Buyer's Broker is** Weichert Realtors-The Collective **and is:**
(1) ☐ representing Buyer as a client.
(2) ☒ working with Buyer as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where: _____
has been assigned to exclusively represent Buyer.
- b. **Seller's Broker is** Rise Property Group **and is:**
(1) ☒ representing Seller as a client.
(2) ☐ working with Seller as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where: _____
has been assigned to exclusively represent Seller.

c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:

11. **Time Limit of Offer.** The Offer set forth herein expires at _____ o'clock _____ m. on the date _____.

Buyer(s) Initials EJL

Seller(s) Initials SJS

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B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. Purchase and Sale.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage.

2. Purchase Price to be Paid by Buyer. The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

3. Closing Costs.

- a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any commission obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- b. **Items Paid by Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

4. Closing Date and Possession.

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. Closing Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

6. Holder of Earnest Money. The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

7. Earnest Money.

- a. **Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
- c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages (collectively, "Claims") arising out of the performance by Holder of its duties, including Claims caused, in whole or in part, by the negligence of the Holder; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. Inspection and Due Diligence.

- a. **Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. If any portion of the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached an Exhibit to the Agreement. Buyer shall have the right to conduct a lead hazard evaluation within ten (10) days from the Binding Agreement Date (or other mutually agreed upon time period) and to terminate this Agreement without penalty upon notice to Seller if lead-based paint and/or lead hazards are found (unless these rights are waived by Buyer in the Lead-Based Paint Exhibit (F316)). If the Lead-Based Paint Exhibit (F316) gives Buyer the right to terminate this Agreement if lead-based paint or lead hazards are found and such notice of termination is not given within ten (10) days from Binding Agreement Date (or other mutually agreed upon time period), the right to terminate for lead-based paint and/or lead hazards shall be waived. The above right to enter the Property shall include the time period after the end of any Due Diligence Period to, among other things, and without limitation, conduct inspections, surveys and evaluations, meet contractors and vendors, measure for renovations and confirm that any agreed upon repairs have been made and the Property otherwise remains in the same condition. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.
- b. **Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.

c. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.

d. **Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**

(1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.

(2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.

(3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.

e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

9. **Lead-Based Paint.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.

10. **Brokerage Relationships in this Transaction.**

a. **Agency Disclosure:** No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

(1) **No Agency Relationship:** Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

(2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:

i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*

(a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;

(b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;

(c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.

(d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

ii. **Designated Agency Disclosure:** If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

b. **Brokerage:** Unless otherwise specified herein, the real estate commissions owing to the Seller's Broker and Buyer's Broker, if any, are being paid pursuant to separate brokerage engagement agreements. Buyer and Seller agree that any commissions to be paid to Broker(s) shall be shown on the settlement statement and collected by closing attorney as a pre-condition to Buyer and Seller closing on the Property so long as the same is permitted by Buyer's mortgage lender, if any. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective commissions pursuant to written instructions from the Broker(s) at closing, their respective commissions pursuant to written instructions from the Broker(s). If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein. The broker(s) are express third-party beneficiaries to this Agreement.

c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

11. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) even if it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
- c. **Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. Risk of Damage to Property. Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Offer Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Offer Date and a new certificate of occupancy (if required) is issued.

4. Other Provisions.

- a. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- c. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- d. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
- f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- g. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept notices on behalf of a party (but not send notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court or arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
- j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes notice of the Binding Agreement Date to the other party.

- k. Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving notice of Binding Agreement Date, the party objecting shall send notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- l. Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement;
 - (4) Notwithstanding the above, any amendatory clause in an FHA or VA exhibit shall control over inconsistent or conflicting provisions contained in a special stipulation, another exhibit or the main body of the Agreement.
- m. Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- n. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) the section on condemnation; (5) the section on attorney's fees; (6) the obligations of the parties regarding ad valorem real property taxes; and (7) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the Closing.
- o. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
- p. Time of Essence:** Time is of the essence of this Agreement.
- 5. Definitions.**
- a. Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
 - b. Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
 - c. Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
 - d. Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
 - e. Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
 - f. Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- 6. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.
- 7. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**
- a. SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THEN THE SUM OF \$100; AND**
 - b. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

8. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- ☒ All Cash Sale Exhibit (F401) " A "
- ☐ Back-up Agreement Contingency Exhibit (F604) " _____ "
- ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " _____ "
- ☐ Community Association Disclosure Exhibit (F322) " _____ "
- ☐ Condominium Resale Purchase and Sale Exhibit (F204) " _____ "
- ☐ Conventional Loan Contingency Exhibit (F404) " _____ "
- ☐ FHA Loan Contingency Exhibit (F407) " _____ "
- ☒ Lead-Based Paint Exhibit (F316) " B "
- ☐ Lease Purchase and Sale Exhibit (F207) (to be used with F916) " _____ "
- ☐ Lease for Lease/Purchase Agreement (F916) (to be used with F207) " _____ "
- ☒ Legal Description Exhibit (F807 or other) " C "
- ☐ Loan Assumption Exhibit (F416) " _____ "
- ☐ Sale or Lease of Buyer's Property Contingency Exhibit (F601) " _____ "
- ☐ Seller's Property Disclosure Statement Exhibit (F301, F302, F304, F307 or F310) " _____ "
- ☒ Survey of Property as Exhibit " D "
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- ☐ USDA-RD Loan Contingency Exhibit (F413) " _____ "
- ☐ VA Loan Contingency Exhibit (F410) " _____ "
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

- 1). All parties agree that there is NO (0 days) Due Diligence, and seller will execute the Lead Base Paint exhibit.
- 2). All parties agree that Seller will pay their OWN attorneys fees and pay their OWN Routine prorations in regards to the closing costs.
- 3). All parties agree - Seller will have property insured; If there should be a problem, Seller will keep all insurance monies, but the sale will continue as it is assumed that Buyer is primarily Interested in real estate, not the improvements on the real estate.
- 4). All parties agree that this is an OFF MARKET property , and Seller agrees to pay a Total of FOUR (4) % Commission, to be split each side , TWO (2) % paid to Rise Property Group , and TWO (2) % paid to Welchert Realtors-The Collective at closing.
- 5). All parties agree that this this contract is Contingent upon city of sandy springs Final Approval to subdivide the property into (2) parcels of land. Furthermore, Buyer will apply for and diligently process all zoning activity on a timely basis to secure the desired zoning. Buyer will pursue the zoning application in a diligent and timely manner.- Zoning Dates To Be:
 - A). SEPTEMBER 27, 2022=PRE-APPLICATION MEETING DEADLINE.
 - B). OCTOBER 25, 2022=INITIAL COMMUNITY MEETING DEADLINE.
 - C). NOVEMBER 01, 2022=APPLICATION FILING DEADLINE(IF NO NEGATIVE FEEDBACK, THEN BUILDER/BUYER WILL HAVE APPLICATIONS BY THE DATE OF -11/01/2022.
 - D). DECEMBER 01, 2022=2ND COMMUNITY MEETING DEADLINE.
 - E). JANUARY 03, 2022= PLANNING COMMISSION MEETING SIGN POSTING DEADLINE, FOR WHICH THE SIGN HAS TO BE UP.
 - F). JANUARY 18, 2022(WEDNESDAY)=PLANNING COMMISSION MEETING.
 - G - FEBRUARY 15, 2022=MAYORS AND CITY COUNCIL MEETING(IF APPROVED, CLOSING DATE SHALL BE 30 DAYS AFTER zoning.
- 6). All parties agree , Stipulation Letters- E, F, G, those dates are Approximate dates to be determined by city of Sandy Springs and once dates are determined they will become Final Dates.
- 7). All parties agree and is specified that if the zoning is not approved and this contract is then void, if Seller puts the property on the market, Buyer will have a First Right of Refusal within 48 hours to purchase the property on the same terms as a subsequent contract. If Buyer does not exercise that right the subsequent contract goes forward, all parties agree that if the subsequent contract does not close for any reason, Buyer Right of First Refusal no longer applies to future contracts.
- 8). All parties agree that if Zoning is Not approved, all earnest money will be returned to buyer by holder within 24 hours.
- 9). All parties agree that this is an All Cash Sale.

☐ Additional Special Stipulations (F246) are attached.

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

Eddie Levin

1 **Buyer's Signature** October 2, 2022

Design Construction by Craftmaster Inc.

Print or Type Name

Date

Buyer's Address for Receiving Notice

4043720300

Buyer's Phone Number: ☒ Cell ☐ Home ☐ Work

craftmastered@att.net

Buyer's E-mail Address

2 **Buyer's Signature**

Print or Type Name

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Weichert Realtors-The Collective

Buyer Brokerage Firm

Gabriel Little

Broker/Affiliated Licensee Signature Date

Gabriel Little October 2, 2022

Print or Type Name

247291

GA Real Estate License #

Licensee's Phone Number

Fax Number

Licensee's E-mail Address

ARA

REALTOR® Membership

Broker's Address

Broker's Phone Number

Fax Number

MUFF01

H76956

MLS Office Code

Brokerage Firm License Number

Seller Acceptance and Contact Information

Susan Sellers

1 **Seller's Signature** October 3, 2022

Estate of Terry Puckett, Susan Sellers Executrix

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☒ Cell ☐ Home ☐ Work

Seller's E-mail Address

2 **Seller's Signature**

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

Rise Property Group

Seller Brokerage Firm

October 2, 2022

9:12 AM

Broker/Affiliated Licensee Signature Date

Andrew Barkan

Print or Type Name

GA Real Estate License #

Licensee's Phone Number

Fax Number

Licensee's Email Address

REALTOR® Membership

Broker's Address

Broker's Phone Number

Fax Number

MLS Office Code

44540

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of 10 / 03 / 2022
and has been filled in by Gabriel Little

ADDITIONAL PAGE " 1 "

to Purchase and Sale Agreement Date-September 28, 2022



2022 Printing

This additional page is a continuation of _____ Special Stipulations _____ dated September 28, 2022
for the Property known as 111 Mount Paran Rd. Sandy Springs Ga. 30327

- 10). All parties agree that this is "AS/IS" sale, with No sellers disclosure, although the Lead Base Pain Exhibit "B" is attached to this contract.
- 11). All parties agree that Buyer is paying his OWN closing costs.
- 12). All parties agree that Buyer is a Licensed real estate broker with Georgia real estate commission.
- 13). All parties agree that this contract can be assigned to end user prior to closing.
- 14). All parties agree that anything attached to the subject property belongs to the buyer after closing. In the event any attached items are removed from the home by the seller , buyer will be reimbursed a specific amount of money agreed to by both buyer and seller after closing and this agreement survives the closing.
- 15). All parties agree that the 1st community meeting will be held at the subject property on October 25, 2022 depending on the weather.

Buyer's/Tenants Initials: EGL

Buyer's/Tenant's Broker's Initials: DL
(or Broker's Affiliated Licensee)

Seller's/Landlord's Initials: SPS

Seller's/Landlord's Broker's Initials: RL
(or Broker's Affiliated Licensee)

**ALL CASH SALE
(NO FINANCING CONTINGENCY)
EXHIBIT " A "**



2022 Printing

This Exhibit is part of the Agreement with an Offer Date of September 27, 2022 for the purchase and sale of that certain Property known as: 111 Mount Paran Rd., Sandy Springs, Georgia 30327.

1. **All Cash Sale.** While Buyer has sufficient liquid assets to purchase the Property in this transaction for "all cash", Buyer:
- A. ☐ reserves the right to pay all or a portion of the purchase price by obtaining an institutional first mortgage secured by a deed to secure debt on the Property; AND/OR
- ☐ reserves the right to pay all or a portion of the purchase price by obtaining a non-institutional first mortgage or other loan (including a private "hard-money" loan).

OR

- B. ☒ shall not have the right to obtain a mortgage financing to pay for all or a portion of the purchase price of the Property. The Buyer is not obtaining a loan; therefore, the Buyer has no right to unilaterally extend the closing date for eight (8) days for reasons of mortgage lender delay.

2. **Verification of Funds.** Within 5 days from the Binding Agreement Date Buyer shall be obligated to provide or cause to be provided to Seller information describing in specific detail all of the sources of Buyer's funds to purchase the Property ("Required Information"). The Required Information shall consist of at least one of the following:

- A. A letter or letters from a trust, stock brokerage firm and/or financial institution holding funds, stocks, bonds and/or other assets (hereinafter collectively referred to as "Assets") of or on behalf of Buyer and dated subsequent to the Binding Agreement Date stating that Buyer has funds of at least an amount specified in the letter and/or Assets on deposit with the institution of a value specified in the letter, that are sufficient to allow Buyer to complete the purchase of the Property;
- B. An account statement or statements from the trust, stock brokerage firm and/or financial institution(s) holding funds and/or Assets confirming a specific amount of funds and/or Assets on deposit with the institution. Such account statement must be for the regular time period that such statements are issued (immediately preceding the Binding Agreement Date).

3. **Authorization and Security.** Buyer does hereby authorize Seller and Listing Broker to communicate with any person providing information regarding Buyer's source of funds to purchase the Property to verify such information and to answer any questions Seller or Listing Broker may have regarding the source of Buyer's funds to purchase the Property. In providing any account statement to Seller, Buyer shall be entitled to delete or otherwise shield account numbers, social security numbers, telephone numbers and other information the release of which could jeopardize the security of the account or put the Buyer at greater risk of identity theft.

4. **Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Required Information within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

5. **Appraisal Contingency.** In addition to the other rights of Buyer set forth herein, this Agreement ☐ shall or ☒ shall not be subject to the Property appraising for at least the purchase price. Buyer shall have the rights set forth in this exhibit in the event the Property does not appraise for at least the purchase price in accordance with the terms and conditions set forth below:

- A. **Type of Appraisal:** The appraisal shall be a "certified appraisal" of the Property (as that term is defined in O.C.G.A. § 43-39A-2) performed or signed off by a licensed or certified appraiser (as those terms are defined in the rules and regulations of the Georgia Real Estate Appraiser's Board) and include a statement that the appraiser performed an "independent appraisal assignment" (as that term is defined in O.C.G.A. § 43-39A-2(24)) with respect to the Property.

- B. **Selection of Appraiser:** The appraiser shall be selected by [Select one. The sections not selected shall not be a part of this Agreement.]: ☐ Buyer, ☐ Seller, OR ☐ Other (N/A); and all parties agree that this appraiser shall only perform a single certified appraisal of the Property.

- C. Rights of Buyer If Property Does Not Appraise:** If any appraisal performed pursuant to and in accordance with this exhibit is for less than the purchase price of the Property, the Buyer shall have the right to request within N/A days from the Binding Agreement Date that Seller reduce the sales price of the Property to a price not less than the appraisal price by submitting an Amendment to Sales Price ("ATSP") to Seller along with a complete copy of the appraisal which is for less than the purchase price. In the event that Buyer does not submit an ATSP within the time frame referenced above, Buyer shall be deemed to have waived Buyer's right to request a reduction in the sales price and this Agreement shall no longer be subject to an appraisal contingency. The time limit of the offer for the Seller to accept or reject the ATSP shall run through the earlier of: (1) three (3) days from the date that the ATSP is delivered to Seller; or (2) the time of closing (excluding any extensions of the closing resulting from the unilateral extension of the closing date).
- If Seller does not accept the ATSP, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three (3) days of the earlier of: (a) the date that Buyer receives notice that Seller has not accepted the ATSP; or (b) the last date Seller could have accepted the ATSP. In neither circumstance shall the Buyer's right to terminate extend beyond the time of closing.
- D. Buyer Not Obligated to Seek Price Reduction:** Nothing herein shall require Buyer to seek any reduction in the sales price of the Property. If Buyer does not seek a reduction in the sales price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.

Buyer's Initials: EGL

Seller's Initials: SPS

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS IN
PURCHASE AND SALE TRANSACTIONS
("LEAD-BASED PAINT EXHIBIT")
EXHIBIT " B "**



2022 Printing

This Exhibit pertains to that certain Property known as: 111 Mount Paran Rd., Sandy Springs, Georgia 30327.

UNDER FEDERAL LAW, THIS EXHIBIT MUST BE SIGNED BY THE SELLER AND BUYER, AND THE BUYER PROVIDED WITH A COPY OF THE LEAD-BASED PAINT BROCHURE PRIOR TO THE BUYER AND SELLER ENTERING INTO A BINDING AGREEMENT. THIS AGREEMENT MUST BE FILLED OUT FOR ALL HOUSING BUILT PRIOR TO 1978.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Hazards Lead Warning Statement

Every buyer of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead paint hazard (initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit).

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

☐ Check box if additional pages of explanations are attached and incorporated herein.

(ii) SPS Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller (initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit):

(i) _____ Seller has provided the Buyer with all the available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list document below):

(ii) SPS Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial all applicable sections below):

(c) EGL Buyer has received copies of all information, if any, listed above.

(d) EGL Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*

(e) Buyer has: (initial (i) or (ii) below):

(i) _____ Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (prior to Buyer being obligated under the Purchase and Sale Agreement); or

(ii) EGL Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (which shall not prevent Buyer from evaluating the Property for lead-based paint and lead-based paint hazards during any Due Diligence or Right to Request Repairs Period).

Agent's Acknowledgment (Agent who informed Seller of Seller's Obligations should Initial).

(f) Seller's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Eddie Levin

1 Buyer's Signature October 3, 2022
Design Construction by Craftmaster Inc.
Print or Type Name

2 Buyer's Signature
Print or Type Name

☐ Additional Signature Page (F267) is attached.

Gabriel Little

Buyer's Agent Signature
October 3, 2022
Gabriel Little
Print or Type Name

Welchert Realtors-The Collective
Buyer Brokerage Firm

Susan Sellers

1 Seller's Signature October 3, 2022
Susan Sellers
Print or Type Name

2 Seller's Signature
Print or Type Name

☐ Additional Signature Page (F267) is attached.

Seller's Agent Signature
October 3, 2022
2:15 PM
Andrew Barkan
Print or Type Name

Rise Property Group
Seller Brokerage Firm

PROPERTY ADDRESS:
111. MOUNT PAKAN ROAD

THIS PROPERTY ~~DOES~~ DOES NOT
 LIE IN A F.I.A. FLOOD
 PLAIN MAPS, COMMUNITY PANEL
 NO. 115100012C ZONE C
 EFFECTIVE DATE: 8-13-85

A = 186.72'
 CH = 185.12'
 NB1°15'03"E
 R = 473.45'

N72°20'22"E
 123.60'

LONG ISLAND WAY (50' R/W)
 310.0'

226.70 (DEED)
 297.61'

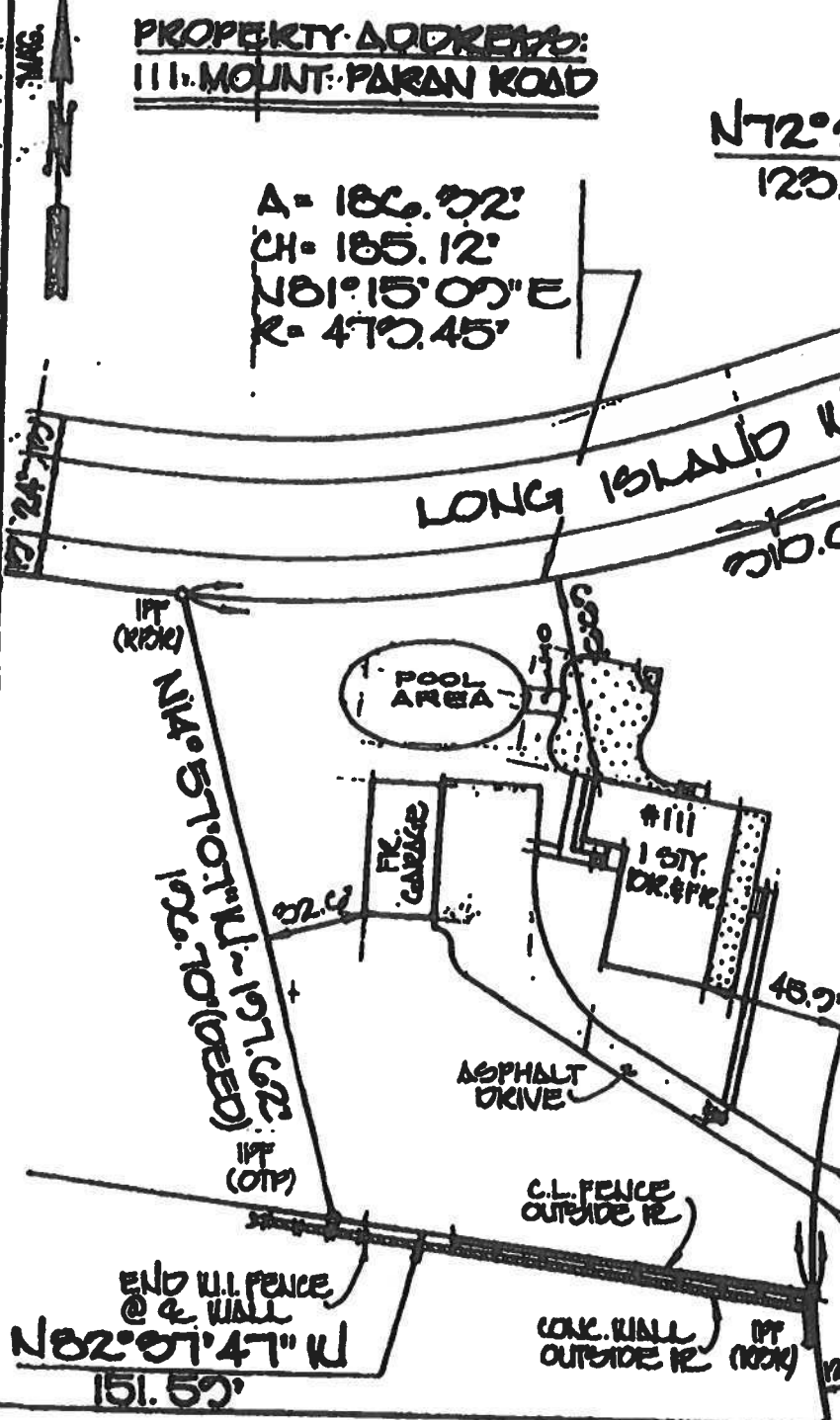
MOUNT PAKAN ROAD (50' R/W)

S27°05'56"W
 140.50'

REVISED &
 UPDATED BY VISUAL
 FIELD INSPECTION
 ONLY JULY 22, 2005

A = 157.02'
 156.11' (DEED)
 CH = 154.71'
 S13°03'45"W
 R = 276.18'

TOTAL LAND AREA:
 1.04 ACRES



PREPARED FOR: **TERRY PUCKETT**

LOT BLOCK UNIT
 SUBDIVISION
 LAND LOT 120 17TH DIST. SECT.
 FULTON COUNTY, GA. DATE: DEC. 16, 1993
 REC. IN PLAT BOOK PG. 60
 SCALE: 1" = 60'



IN MY OPINION, THIS PLAT IS A CORRECT
 REPRESENTATION OF THE LAND PLATTED AND
 WAS PREPARED IN CONFORMITY WITH
 THE MINIMUM STANDARDS AND REQUIREMENTS
 OF LAW.

1. LOCATION & DESCRIPTION OF BOUNDARIES
 AND DISTANCES SHOWN CORRESPOND TO THE
 RECORDS OF THE SURVEYOR'S OFFICE.
 2. NO PART OF THIS PLAT IS TO BE USED FOR
 PROPERTY LINE OR FENCE LINE LOCATION.
 3. ALL DISTANCES OF THIS
 PLAT ARE IN FEET.
 4. NOT FOR RECORDING.
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PERCENT OF ONE PART IN 10,000.
 THE PLAT WAS CORRECTED FOR CLOSURE AND FOUND TO CLOSE ONE PART IN 20,000 FEET.

01-7207 PL SURVEY SYSTEMS AND ASSOCIATES, INC.
 FAX (404) 760-0011 1151 W. PEACHTREE ST. SUITE C
 ATLANTA, GA. 30309

LaQuita Williams

From: Sandy Springs GIS
Sent: Wednesday, November 16, 2022 8:15 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Follow Up Flag: Follow up
Flag Status: Flagged

Case ID: RZ22-0006
Time Submitted: 20221116131320.074000
Citizen Name: Penelope Malone
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 4655 Lake Forrest Drive

Comment: This rezoning is in direct opposition to the objectives of the City's comprehensive plan. The citizens of Sandy Springs clearly and repeatedly have expressed their desire to maintain the existing character of this neighborhood with the existing lot sizes. Gutting the plan with overly dense housing benefits a single homeowner but has a severe negative effect on the surrounding homeowners AND an extremely negative effect on the environment. One of the simplest and easiest ways to prevent global warming is to maintain our existing tree canopy. This rezoning would do massive harm to this lot and this neighborhood and also set a precedent for every homeowner to thwart the objectives of the master plan by rezoning requests. Please vote NO on this rezoning. Thank you.

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LaQuita Williams

From: Sandy Springs GIS
Sent: Wednesday, November 2, 2022 8:35 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Follow Up Flag: Follow up
Flag Status: Flagged

Case ID: RZ22-0006
Time Submitted: 20221025220509.895000
Citizen Name: Loraine McMurray DiSalvo
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 145 Mount Paran Rd

Comment: The passcode given for this meeting is not working, although I am trying to attend virtually. I do not support this rezoning request. If it is granted, the resulting two lots and any buildings built on them will be significantly out of character with the rest of the properties on this triangle of land, and will negatively impact the three other homes already on the triangle, including but not limited to mine. I strongly believe that the existing zoning for 111 Mount Paran Rd should be retained.

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LaQuita Williams

From: Sandy Springs GIS
Sent: Wednesday, November 16, 2022 12:30 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Case ID: RZ22-0006
Time Submitted: 20221116172841.134000
Citizen Name: Janet Lenowitz
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 11 Misty Ridge Manor

Comment: I am against this spot zoning at 111 Mt. Paran Rd. I do not want to see an increase in density nor lots being subdivided. The traffic on Mt. Paran is bad enough. Also I do not want our tree canopy diminished.

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LaQuita Williams

From: Sandy Springs GIS
Sent: Wednesday, November 16, 2022 5:15 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Case ID: RZ22-0006

Time Submitted: 20221116221318.751000

Citizen Name: John Champion

Citizen Email: [REDACTED]

Citizen Phone:

Citizen Address: 4655 Lake Forrest Dr Sandy Springs, GA

Comment: I am opposed to this rezoning for all the reasons that have been presented before. I live on Lake Forrest Drive and do not want to see any further subdividing of properties, loss of trees, and increases in housing density.

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LaQuita Williams

From: Sandy Springs GIS
Sent: Thursday, December 1, 2022 1:00 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Case ID: RZ22-0006
Time Submitted: 20221201174825.723000
Citizen Name: Simon Malko
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 5075 Long Island Drive NW

Comment: I own the adjacent property at 5075 Long Island Drive and I oppose the rezoning of this property.

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LaQuita Williams

From: Sandy Springs GIS
Sent: Thursday, November 17, 2022 7:30 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Case ID: RZ22-0006

Time Submitted: 20221117020934.687000

Citizen Name: Glenda Beerman

Citizen Email: [REDACTED]

Citizen Phone:

Citizen Address: 2 Misty Ridge Manor Sandy Springs, Ga.

Comment: I think the zoning request RZ22-0006 to rezone 111 Mt. Paran Rd. should be denied. The large lots (RE-1) on the north side of Mt. Paran Rd. should be preserved to maintain the integrity of the existing single-family residential neighborhood. Building 2 houses that Mr. Levin proposes would clearly strip the lot of the existing tree canopy since there would be 2 house footprints, driveways, walkways, and decks or patios. This would be split zoning within a spot zoning request which does not "protect and enhance neighborhood character and quality of life". It is not reasonable to pass this rezoning request in order to satisfy Mr. Levin's business plan.

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LaQuita Williams

From: Sandy Springs GIS
Sent: Thursday, December 1, 2022 1:15 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Case ID: RZ22-0006
Time Submitted: 20221201180854.490000
Citizen Name: Simon Malko
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 5075 Long Island Drive NW

Comment: Further comments opposed to the petition. The petitioner argues that the RD18 zoning is appropriate because there are several other properties on Mount Paran that are zoned RD18. But, the smallest lot size of those properties is .705 acres (30,773 Sq. Ft.) at 56 Mount Paran. Petitioner is proposing to build his RD18 property on just .41 acres (18,002 sq. ft.). This would be the smallest lot in the immediate vicinity by a significant margin. That is not consistent with the character of the neighborhood.

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LaQuita Williams

From: Sandy Springs GIS
Sent: Sunday, November 27, 2022 12:30 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Case ID: RZ22-0006
Time Submitted: 20221127172232.377000
Citizen Name: Tammie Gietl
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 4824 Kitty Hawk Drive

Comment: I object to this rezoning request. This area is a protected community with 1 acre minimum and does not fit the area best interest to preserve larger lots. Please deny rezoning request

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LaQuita Williams

From: Sandy Springs GIS
Sent: Saturday, November 26, 2022 11:45 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Case ID: RZ22-0006

Time Submitted: 20221126163023.731000

Citizen Name: Pamela Foster

Citizen Email: [REDACTED]

Citizen Phone:

Citizen Address: 4730 Kitty Hawk Drive, Sandy Springs

Comment: I object to this proposed zoning change

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LaQuita Williams

From: Sandy Springs GIS
Sent: Friday, December 2, 2022 7:30 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Case ID: RZ22-0006
Time Submitted: 20221202122209.106000
Citizen Name: Loraine M. DiSalvo
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 145 Mount Paran Rd

Comment: After attending the community meeting on December 1, 2022, about this proposed rezoning, I am still adamantly opposed to granting this request. The proposed lots will both be smaller than all of the other lots in the vicinity, which will significantly change the look and feel of the neighborhood. Having two homes, instead of one, on the same property will also increase run off, even if downspouts must be run into an underground cistern- just from the increased amount of space that will be covered by driveways and buildings and not permeable coverings. And all of the surrounding homes will be greatly affected- what is now one home on a large lot will become two homes on two small lots, making a much more urban feel out of an area that today retains a pastoral feel even though the lots are developed. The rezoning of this lot should not be approved.

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LaQuita Williams

From: Sandy Springs GIS
Sent: Thursday, January 12, 2023 7:31 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Case ID: RZ22-0006
Time Submitted: 20230112010947.805000
Citizen Name: Steven Michael Amerson
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 145 Long Island

Comment: As one of the neighbors most impacted by this rezoning request, I ask the city to deny the applicant's request to split this lot into two smaller lots. I cannot imagine the number of trees that the builder and new owners would cut down to build two new houses along with any amenities such as a pool. In addition, to my knowledge, there has not been an RE-1 lot subdivided into R-18 and R-27 lots along Mount Paran since Sandy Springs has become its own city. To reiterate, I ask the Planning Commission and the City Council to deny the applicant's request to rezoning 111 Mount Paran Road.

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LaQuita Williams

From: Sandy Springs GIS
Sent: Tuesday, January 17, 2023 2:16 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Case ID: RZ22-0006
Time Submitted: 20230117191325.674000
Citizen Name: Andy Meyer
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 122 Long Island Way

Comment: My wife and I live at 122 Long Island Way which is adjacent to the subject property located at 111 Mount Paran Road. My wife and I are OPPOSED to the rezoning of 111 Mount Paran Road. We urge the Planning Commission and City Council to DENY the requested rezoning. The reason for this opposition is that the rezoning is against the 'character' of the neighborhood in that all of the lots on the north side of Mount Paran Road are zoned R1 for one acre or larger lots. This would be a spot zoning and a split zoning which would set a bad precedent going forward for any lots located on the north side of Mount Paran Road. Approval of this rezoning request would also violate the City's Next Ten Policy. For these reasons, we respectfully request a DENIAL of this rezoning request. Thank you.

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LaQuita Williams

From: Sandy Springs GIS
Sent: Friday, December 2, 2022 12:45 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0006

Case ID: RZ22-0006
Time Submitted: 20221202174159.863000
Citizen Name: Jim Winestock
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 142 Long Island Way

Comment: I stand opposed to the zoning change requested by the applicant. My interest is in preserving the integrity and the character of the neighborhood which is characterized by extended tree canopy, large lots with single family homes, minimum traffic and associated noise, and the resulting quality of life provided for in the existing neighborhood. I am asking that you deny this spot zoning request and maintain the character of the area set forth under the 2017 Plan adopted by the Sandy Springs Council.

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LaQuita Williams

From: confirmation@sandyspringsga.gov
Sent: Tuesday, January 17, 2023 10:26 PM
To: Dulac, Samantha; Wiltz, Samantha
Subject: Public Comment: Matthew Sellers - Planning Commission

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Meeting Type : Planning Commission

Name : Matthew, Sellers

Address : 111 Mt Paran Rd, Sandy Springs, Ga, 30327

Phone : [REDACTED]

Email : [REDACTED]

Name of :

Group

Meeting Date : 01/18/2023

Type of : Public Hearing Item Comment
Comment

Agenda Item : all
Number

Position : Support

Affiliations : I am the applicant. : Yes I am a Sandy Springs resident. : No I am a Sandy Springs business owner. : No I am a paid representative of either the support or opposition. : No I am a local lobbyist duly registered with the Georgia Government Transparency and Campaign Finance Commission. : No

Please Select : No

Method - : I will attend the meeting at City Hall
General

Subject : Homeowner of the property to discuss/defend the application.



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: February 7, 2023 Submission for the February 21, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Request for Mayor and City Council to Approve Contract Award to Tri Scapes, Inc. to Construct the Johnson Ferry at Abernathy Hardscape Improvements Project and to Authorize the City Manager to Execute the Contract

Recommendation:

Staff recommends contract award to Tri Scapes, Inc ("Tri Scapes") for construction of a hardscape improvement project at Johnson Ferry Road at Abernathy Road ("Project"), and authorization for the City Manager to execute a contract with Tri Scapes, subject to approval of the City of Sandy Springs ("City") Legal and Finance Departments.

Background:

As a part of the City's efforts to beautify rights of way, the City has developed plans to extend the current hardscape aesthetics of the Abernathy Greenway Park at the intersection of Abernathy Road, Johnson Ferry Road, and Brandon Mill Road ("Intersection"). Hardscape elements, plantings, and shrubs will be installed to enhance the intersection at the three (3) unimproved corners of the intersection.

Discussion:

The City issued an Invitation to Bid for Hardscape Improvements at the Intersection on December 7, 2022. The City received the following single bid on January 10, 2023.

<u>Firm</u>	<u>Total Bid</u>
Tri Scapes, Inc.	\$218,663.61

The bid from Tri Scapes was evaluated by City staff and compared favorably to the engineer's estimate of \$237,035.50. The single bidder has successfully completed several projects with the City. Staff recommends contract award to Tri Scapes to construct the Project

Financial Impact:

There are adequate funds available in the T-4000 City Beautification Program for the contract.

Alternatives:

The City may choose not to award this contract to Tri Scapes and provide further instruction to staff.

Review:

Karen Lugassy, Executive Assistant

Created/Initiated - 2/9/2023

Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Approved - 2/9/2023
Approved - 2/9/2023
Approved - 2/9/2023
Final Approval - 2/17/2023

Attachments:

1. Vicinity Map
2. Resolution to Award Contract for Johnson Ferry Abernathy Hardscapes Project (Tri Scapes)
(020823)

[illegible][illegible]

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS TO
AUTHORIZING AUTHORIZE CONTRACT AWARD TO TRI SCAPES, INC. TO CONSTRUCT
ABERNATHY ROAD AND JOHNSON FERRY ROAD HARDSCAPE IMPROVEMENTS AND
TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT**

WHEREAS, the City of Sandy Springs ("City") has determined the necessity for construction of a hardscape improvements project ("Project") at the intersection of Abernathy Road and Johnson Ferry Road ("Intersection"); and

WHEREAS, the Project will provide aesthetic enhancements to the currently unimproved corners of this Intersection; and

WHEREAS, to advance the Project, the City issued an Invitation to Bid ("Solicitation") on December 7, 2022, soliciting bids from qualified firms to construct the Project; and

WHEREAS, on January 10, 2023, the City received one (1) bid in response to the Solicitation, a bid from Tri Scapes, Inc. ("Tri Scapes") in the amount of \$218,663.61; and

WHEREAS, the bid was reviewed and it compared favorably to the engineer's estimate of \$237,035.50; and

WHEREAS, the City desires to make contract award to Tri Scapes in the amount of \$218,663.61;

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

1. That contract award for the Project shall be made to Tri Scapes in the amount of \$218,663.61.
2. That the City Manager is authorized to execute a contract in the amount of \$218,663.61 with Tri Scapes to perform the Project, subject to approval of the City Attorney and the City Finance Director.
3. That the City Manager and appropriate City staff take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the _____ day of _____, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



TO: Eden Freeman, City Manager

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

DATE: January 31, 2023 Submission for the February 21, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of an Infrastructure Grant Application to the United States Department of Transportation for the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant Program and Make a Commitment for Local Funding Match

Recommendation:

Staff recommends submitting an application to the United States Department of Transportation (USDOT) for the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program for the PATH 400 Trail Extension project.

Background:

The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021) authorized and appropriated \$1.5 billion to be awarded by the USDOT for FY 2023 for Local and Regional Project Assistance Program Grants. This appropriation is known as the RAISE Transportation Grants program. The Consolidated Appropriations Act, 2023 appropriated an additional \$775 million for the FY 2023 RAISE program, for a total of \$2.275 billion. Funds for the FY 2023 RAISE Transportation grants program are to be awarded for surface transportation infrastructure projects that will have a significant local or regional impact. The last RAISE project solicitation was in 2022. The current project solicitation closes on February 28, 2023. The minimum grant amount awarded to a grantee is \$5 million.

To date, the City of Sandy Springs received federal funding in the amounts of \$1,790,400 in preliminary engineering, \$688,000 in right-of way, \$12,000 in utilities, and \$13,566,000 in construction for the PATH 400 Trail Extension project (TS201, FN-304, PI 0015023). The project limits, as determined as logical termini by Georgia Department of Transportation (GDOT), were from Loridans Drive to Johnson Ferry Road and included 1.8 miles of trail in the City of Sandy Springs and 0.5 miles of trail in the City of Atlanta. The proposed project, SR 400 Trail Extension, is seeking additional construction funding for 1.8 miles of the trail within the City of Sandy Springs city limits.

Discussion:

Staff has been coordinating with ARC, GDOT, City of Atlanta, and Livable Buckhead to design and construct a 1.8-mile multiuse trail alongside State Route (SR) 400. The proposed project will extend the corridor north from the Sandy Springs City limits to Johnson Ferry Road in Sandy Springs, where it will tie into the I-285/SR 400 interchange improvement project (PI 0000784). The typical section for the project is a 12-foot poured concrete path with a minimum of 2-foot shoulders on either side. The regional trail vision seeks to develop a connected regional trail network, including providing the opportunity to provide access to major employment centers. PATH400 provides a critical link in the regions trail

network, opening the entire north metro area to access the system and the Atlanta Beltline. The expansion of the PATH400 network is a high regional priority to provide alternative transportation in the GA 400 corridor.

The project's environmental document was approved on August 14, 2020, and the project is wrapping up its right-of-way and design phases. The City was awarded partial funding for the construction phase from the Atlanta Regional Commission in 2020 and 2022. The 2023 Consolidated Appropriations Act also provided an additional \$750,000 for the project. Construction is tentatively scheduled to begin in Summer 2023. The City will either need to secure additional funding to complete the full project or build the project in phases as funding becomes available. The current funding gap for construction is \$7,138,812.

The proposed project has been included in a number of the City's adopted plans, including the Transportation Master Plan (2021), Bicycle, Pedestrian, and Trail Plan (2014); The Next 10 Comprehensive Plan (2017); and the Perimeter Center Small Area Plan (2017). In 2016, the City initiated the Transportation Special Purpose Local Options Sales Tax (TSPLOST) project TS-201, SR 400 Multi-Use Trail project, to provide preliminary funding for the project. TSPLOST 2021 will provide \$4.4 million in local matching funds for the project, but additional local funds will be needed due to increase in costs on the project.

In order for the City to expedite the project, staff recommends seeking funding through the 2023 RAISE grant program.

Financial Impact:

Staff has prepared a cost estimate for funding based on the GDOT approved concept report and additional design work to date. In order for the City to be eligible for federal funding, it is required to match funding of a minimum of 20% of the funding requested. Staff estimates the minimum required to match \$5,711,050 is \$1,427,762, for a total proposed project funding of \$7,138,812.00. The local match of \$1,427,762 is currently unfunded.

Alternatives:

Staff has not identified an alternative funding source for the remaining construction costs of the PATH 400 Trail Extension project. The City can forego advancing the SR 400 PATH 400 Trail Extension application at this time and build the project in phases, while considering future funding opportunities, such as the next Atlanta Regional Commission's Transportation Improvement Projects (TIP) solicitation, for future phases.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney

Created/Initiated - 2/9/2023
Approved - 2/9/2023
Approved - 2/9/2023
Approved - 2/9/2023

Eden Freeman, City Manager

Final Approval - 2/17/2023

Attachments:

1. RAISE Grant_02.21.2023
2. RAISE_Path400Trail_Resolution 02-21-2023

Grant Opportunities

2023 RAISE and LCI



SANDY SPRINGS™
GEORGIA

RAISE

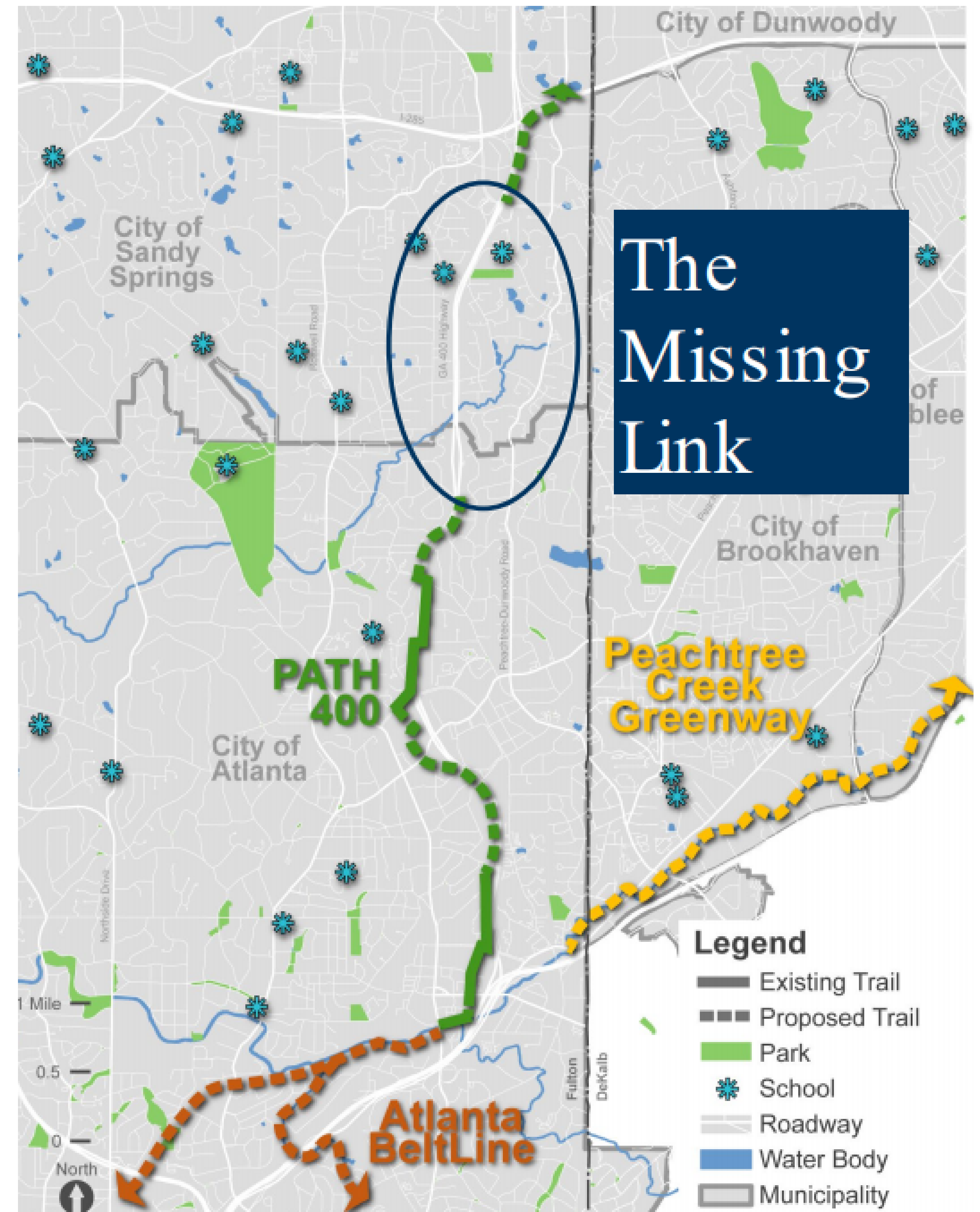
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)

- US Department of Transportation Grant Opportunity
 - Federal funds
 - Discretionary grant program
 - Replacement of BUILD and TIGER grant programs
- Eligible Projects:
 - Surface transportation infrastructure projects that will have a significant local or regional impact
- \$2.275 Billion Funding Available
 - Minimum award \$5 million, maximum award \$25 million/project
 - Requires 20% matching funds
- Previously applied to RAISE program for this project in 2021

Applications due: February 28, 2023

RAISE Grant – PATH 400 Trail Extension

SR 400 Multi-Use Trail (T-0060, TS202) is a 2.3 mile multi-use trail along SR 400 that would connect the current PATH400 in the City of Atlanta to the Perimeter CID.



RAISE Grant – PATH 400 Trail Extension

- The project has received federal funding for preliminary engineering, ROW, Utilities, and partial construction funding.
- Current construction funding gap is: \$7,138,812. Our grant request would be as follows:
 - \$5,711,050 Federal funding request
 - \$1,427,762 local match

LCI

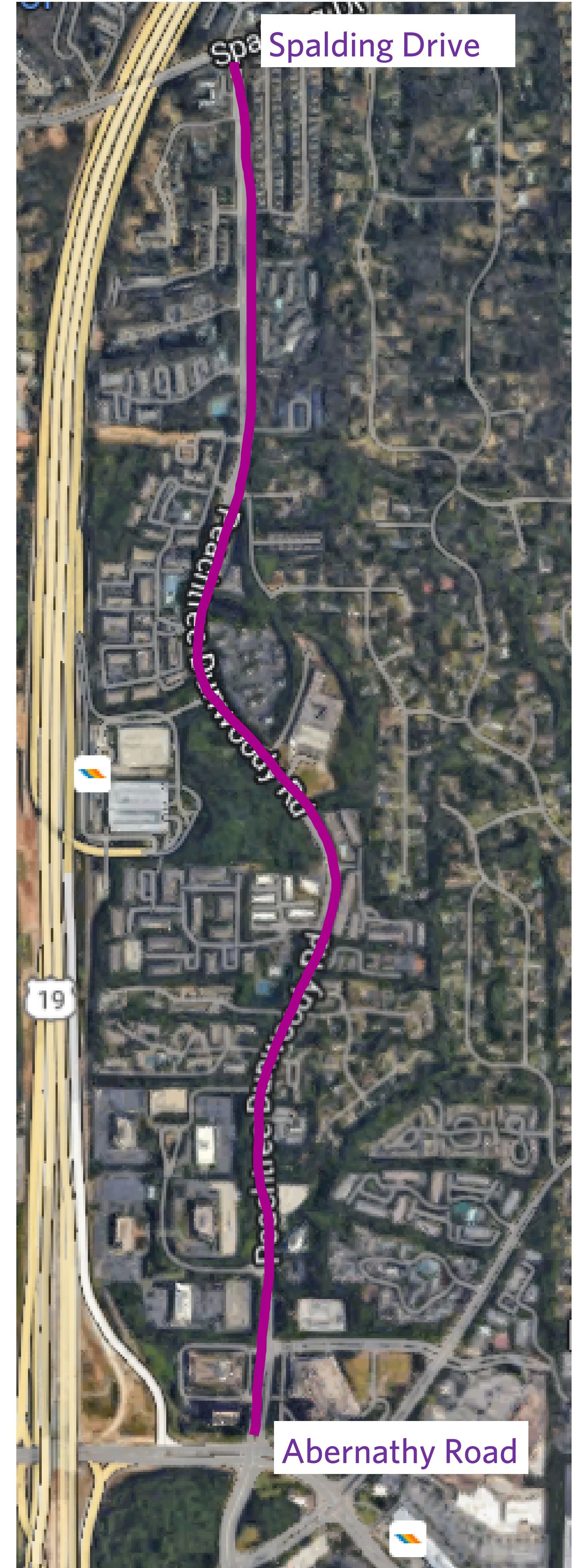
Livable Centers Initiative (LCI)

- The Atlanta Regional Commission's (ARC) Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles and provide improved access to jobs and services
- Several LCIs in Sandy Springs: Perimeter LCI, Sandy Springs LCI, and Roswell Road LCI

Since an LCI is already established, we can pursue a TACTICAL study

LCI – Peachtree Dunwoody Road Corridor Study

- **Project Limits:** Peachtree Dunwoody Road, Abernathy Rd and Spalding Dr
- The corridor study will address:
 - Develop a consistent cross section for the corridor;
 - Balance needs of different transportation modes;
 - Identify improvements to encourage more multimodal first and last mile trips to PCID and the North Springs MARTA station and enhance the current user experience; and
 - Identify alignment for Path 400 Trail Extension to Spalding Drive from Abernathy Road.



LCI – Peachtree Dunwoody Road Corridor Study

- Study Cost: \$175,000
 - Federal Request: \$140,000
 - Local Match: \$35,000
- Letters of support from MARTA and PCID

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE AN INFRASTRUCTURE GRANT APPLICATION
TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE 2023
REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY
(RAISE) TRANSPORTATION DISCRETIONARY GRANT PROGRAM
AND MAKE A COMMITMENT FOR LOCAL FUNDING MATCH**

WHEREAS, the City of Sandy Springs' adopted Transportation Master Plan, Bicycle, Pedestrian, and Trail Plan; The Next 10 Comprehensive Plan; and Perimeter Center Small Area Plan have recommended a bicycle and pedestrian multi-use trail adjacent to State Route (SR) 400;

WHEREAS, the City of Sandy Springs initiated the Transportation Special Purpose Local Option Sales project, SR 400 Multi-Use Path, in 2016 to provide preliminary funding for the project and the 2021 TSPLOST will be providing additional funding;

WHEREAS, the expansion of the SR 400 trail network is a high regional priority to provide alternative transportation in the GA 400 corridor, businesses, schools, and MARTA stations and stops;

WHEREAS, the United States Department of Transportation requires a funding commitment of at least 20% from urban applicants for the RAISE grant program;

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

That they approve the submittal of an application to the United States Department of Transportation for the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant program for the PATH 400 Trail Extension project.

Commits to providing local matching funding of 20 percent of up to \$1,427,762.00, for a federal grant match of up to \$5,711,050.00 (80 percent) for a total of \$7,138,812.00 for project implementation.

RESOLVED this the 21st day of February, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)



TO: Eden Freeman, City Manager

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

DATE: January 31, 2023 Submission for the February 21, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Request for Mayor and City Council Consideration of Approval of a Planning Grant Application to the Atlanta Regional Commission for the 2023 Livable Centers Initiative (LCI) Grant Program and Make a Commitment for Local Funding Match

Recommendation:

Staff recommends submitting an application to the Atlanta Regional Commission (ARC) for the 2023 Livable Centers Initiative (LCI) Grant Program for the Peachtree Dunwoody Road Corridor Study.

Background:

The ARC's Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles and provide improved access to jobs and services. The program funds both Catalytic studies focused on visioning plans and Tactical studies focused on studies that aid in implementing the vision. The last LCI Call for Ideas was in 2022. The current project solicitation closes on February 28, 2023. The 2023 priority areas are affordable/diverse housing, creative placemaking, green infrastructure, and smart city technology.

The Peachtree Dunwoody Road Corridor Study would help implement the current Perimeter LCI plan as well as the City of Sandy Springs' vision established in the Perimeter Small Area Plan and MARTA Stations Small Area Plan. It would focus on Peachtree Dunwoody Road, between Abernathy Road and Spalding Drive. This corridor study would develop a concept for the Peachtree Dunwoody Road corridor that balances multimodal needs, provides for a further extension of the Path 400 Trail, and identifies placemaking opportunities at the North Springs MARTA station.

Discussion:

This study will focus on the 1.75-mile segment of Peachtree Dunwoody Road corridor in Sandy Springs between Abernathy Road and Spalding Drive. Peachtree Dunwoody Road is a north-south connector street, connecting multi-family residential communities, single family home neighborhoods, the North Springs MARTA Station, Sandy Springs MARTA Station, and the Perimeter Center Improvement District (PCID). This corridor has a diverse mix of housing, and already has many pedestrians walking around, but the corridor is bleak, lacks pedestrian lighting, and has minimal pedestrian and bicycle infrastructure.

The City's Transportation Master Plan (2021) recommended a corridor study for this segment of Peachtree Dunwoody Road because it has been identified as a location that needs improved bicycle and

pedestrian infrastructure, as well as a location that has vehicular capacity issues. The Trails Master Plan (2019), the Bicycle, Pedestrian Trail Plan (2014), Perimeter Small Area Plan (2016), and the Perimeter Center LCI recommend a sidepath for this corridor. The purpose of this study will be to identify the appropriate cross section that will facilitate future mobility and align with the Perimeter Center LCI, MARTA Station Areas Small Area Plan, and Perimeter Small Area Plan's vision for the area. The Perimeter Center LCI envisions a walkable, pedestrian friendly environment with both internal connectivity and connectivity to MARTA rail station areas.

In addition, Sandy Springs is working to build out an extension of the PATH 400 Trail, as envisioned in the Atlanta Regional Commission's Regional Trails Plan. Current programmed and planned projects will bring the trail up to Abernathy Road, east of SR 400. This study will consider Peachtree Dunwoody Road as an appropriate option to continue the trail northbound to Spalding Drive or identify other potential alignments for further consideration.

Financial Impact:

The Peachtree Dunwoody Road Corridor study is estimated to cost \$175,000.00, with \$140,000.00 as the requested amount of federal funds, and a local match of \$35,000.00. Staff had identified the Peachtree Dunwoody Road Corridor Study for programming in FY24 under intersection and operation improvements capital fund. This funding could serve as the local match to the study grant, or the City can forego advancing the LCI study application at this time.

Alternatives:

The City may choose to not submit a grant application to this year's 2023 LCI program, and either submit in a later year, fully fund the study locally, or not move forward with the study.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 2/9/2023
Approved - 2/9/2023
Approved - 2/9/2023
Approved - 2/9/2023
Final Approval - 2/17/2023

Attachments:

1. LCI_PTDCorridor_Resolution 02-21-2023

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A PLANNING GRANT APPLICATION
TO THE ATLANTA REGIONAL COMMISSION FOR THE
2023 LIVABLE CENTERS INITIATIVE (LCI) GRANT PROGRAM
AND MAKE A COMMITMENT FOR LOCAL FUNDING MATCH**

WHEREAS, the City of Sandy Springs' adopted Transportation Master Plan; Bicycle, Pedestrian, and Trail Plan; The Next 10 Comprehensive Plan; MARTA Station Small Area Plan and Perimeter Center Small Area Plan have recommended bicycle and pedestrian infrastructure on Peachtree Dunwoody Road;

WHEREAS, the Transportation Master Plan identified vehicular capacity concerns at intersections and there is a need to balance needs of different modes on Peachtree Dunwoody Road;

WHEREAS, the expansion of the SR 400 trail network is a high regional priority to provide alternative transportation in the GA 400 corridor, businesses, schools, and MARTA stations and stops;

WHEREAS, the North Springs MARTA Station is designed to be auto-centric and provides an unwelcoming environment to those who arrive on bike or foot;

WHEREAS, the Atlanta Regional Commission requires a funding commitment of at least 20% from applicants for the LCI grant program;

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

That they approve the submittal of an application to the Atlanta Regional Commission for the 2023 Livable Centers Initiative (LCI) grant program for the Peachtree Dunwoody Road Corridor Study.

Commits to providing local matching funding of 20 percent of up to \$35,000.00, for a federal grant match of up to \$140,000.00 (80 percent) for a total of \$175,000.00 for project implementation.

RESOLVED this the 21st day of February, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)



TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: January 31, 2023 Submission for the February 21, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Adoption of the Roswell Road Access Management Plan, T-0070

Recommendation:

Staff recommends the adoption of the Roswell Road Access Management Plan.

Background:

The City of Sandy Springs ("City") adopted the Roswell Road Small Area Plan in 2016, which established a vision for Roswell Road as a "boulevard" with safer access for motorists, pedestrians, and cyclists. The Small Area Plan proposed several ideas to better manage access along Roswell Road, including new cross and parallel streets with redevelopment, installing medians, filling sidewalk gaps, and improving connectivity.

In August 2021, the City undertook a planning effort, the Roswell Road Access Management Plan, to advance these ideas by completing a comprehensive analysis of safety deficiencies and developing a sample configuration of the improvements. The final plan includes a list of priority projects and implementation guidance to help the City of Sandy Springs achieve its long-term vision for the Roswell Road corridor.

This planning study was funded with federal funds (80%) and local matching funds (20%).

Discussion:

Roswell Road serves as the principal north/south roadway for the City of Sandy Springs. It is regionally significant, touches all six council districts, and is served by two of the most utilized MARTA routes, 5 and 87. Roswell Road also experiences the highest number of crashes and highest crashes/mile rate compared to all other City roadways.

During the existing conditions review, the City's consultant performed a crash analysis, driveway inventory, review of existing plans, and traffic operations analysis. The City held stakeholder meetings, hosted a virtual public meeting (with interactive poll), and utilized an online mapping tool to collect public input on safety and mobility concerns along Roswell Road that supplement the data analyzed in the existing conditions report.

Following the existing conditions assessment, an access management alternative was developed to lay out how the corridor could look when applying treatments including a raised median, midblock crossings, traffic signals, and pedestrian/bicycle infrastructure. The Alternative was evaluated to understand the

safety need/benefit, operational impact, standard compliance, equity, and multimodal impacts.

The community was invited to provide feedback on the alternative at the public meeting held in June 2022 and through an online tool that was open for comments three weeks after the meeting. While there were several comments in support of improving the safety of Roswell Road, there were concerns about impacting access to businesses and increased U-turns on the corridor.

To address public concerns, there was additional scrutiny for the top projects that were recommended based on the highest safety need and benefit. In addition, the implementation guidance provides different treatment options to consider during the design stage, and the trade-offs involved. The top priority projects that are recommended to be started over the next 10 years include:

Raised Median and Complete Streets Projects:

1. Peruca Place/Prado to I-285 Eastbound Ramps and Meadowbrook Drive to Windsor Parkway – *To be completed with T0019*
2. I-285 Westbound Ramps to Hammond Drive
3. Johnson Ferry Road to north of Chaseland Drive
4. Northridge Road to Hightower Trail

Standalone Midblock Crossing Projects:

1. Between Lake Placid and Northwood Drive – *To be completed with T0019*
2. Between Trowbridge Road and Cimarron Parkway
3. Near Mystic Place
4. Between Northridge Parkway and Hellenic Tower Driveway
5. Between Huntcliff and Dunwoody Place

Given the scope of this plan outside of the priority projects, the majority of the improvements would need to be completed in conjunction with redevelopment. The City's Development Code already includes several requirements for driveway spacing, interparcel connections, and deceleration lanes. The Roswell Road Access Management Plan reinforces the importance of these standards and includes additional recommendations to strengthen interparcel connectivity requirements on Roswell Road and reconciling the desired cross section with current requirements.

Statewide average crash rate for the roadway classification based on the GDOT Statewide Mileage, Travel & Crash Data report for 2017.

Financial Impact:

The approval of the Roswell Road Access Management Plan does not have any direct financial impacts. The plan is intended to provide guidance for future implementation of access management treatments, but the City is not beholden to the plan recommendations.

Alternatives:

Mayor and City Council can choose not to approve the Roswell Road Access Management Plan. If the plan is not adopted, it may be more difficult to secure grants and regional support to move forward priority projects on Roswell Road/SR 9.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 2/9/2023
Approved - 2/9/2023
Approved - 2/9/2023
Approved - 2/9/2023
Final Approval - 2/17/2023

Attachments:

1. 2023.01.23_Final_DRAFT_Roswell_Rd_Access_Management_Plan
2. Access Management Adoption_Resolution 02-21-2023



SANDY SPRINGS™
GEORGIA



Roswell Road

Access Management Plan

Final Report

February 2023





Roswell Road Access Management Plan

Final Report

Prepared for
The City of Sandy Springs

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

Prepared by Gresham Smith
in partnership with Metro Analytics, Blue Cypress Consulting,
and Gannett Fleming

February 2023



Table of Contents

Executive Summary	1
Introduction	1
Safety Issues	1
Access Management Improvements	1
Project Identification	2
Priority Projects	2
Implementation Guidance.....	3
Chapter 1: Introduction.....	5
Background and Purpose	5
Study Area Context and Location	6
Public and Stakeholder Engagement.....	8
Chapter 2: Existing Conditions along Roswell Road	10
Land Use and Development Patterns.....	10
Multimodal Environment	10
Driveway Spacing	11
Crash History.....	14
Findings	14
Chapter 3: Access Management Improvements	17
Access Management Improvements	17
Raised Median.....	17
Reduction in Driveway Density	17
Wider Sidewalks/Sidepaths	17
Pedestrian Improvements at Intersections	18
Mid-Block Pedestrian Crossings	18
Access Management Alternative	18
Methodology/Standards Used.....	18
Roswell Road Small Area Plan.....	19
GDOT Design Policy Manual.....	20
GDOT Driveway & Encroachment Manual.....	20



City of Sandy Springs Development Code and Technical Manual	21
Corridor Evaluation	22
Effectiveness	22
Feasibility	23
Equity	25
Chapter 4: Recommendations & Implementation Plan	26
Project Identification	26
Prioritization Process	27
Implementation Plan	30
Priority Project Cost Estimates.....	34
Implementation Timeline.....	35
Long-Term Project List	37
Funding Sources	39
Federal Funding	39
State Funding	40
Local Funding	40
Chapter 5: Implementation Guidance.....	41
Capital Projects	41
Project Identification	41
Project Development	41
Project Design	42
Transit Stops.....	46
Sidewalks and Sidepaths.....	46
Mid-Block Crossings	47
Lighting.....	48
Project Evaluation	48
Improvements Upon Redevelopment	49
Street Framework Map	49
Driveway Access.....	50
Pedestrian Facilities	51
Coordination with MARTA for Bus Stop Relocation	51
Long-Term Corridor Vision.....	51



Intergovernmental Coordination	52
Appendix A: Right-of-Way Requirements for Access Management Alternative.....	53
Appendix B: Ranked Project List	54
Appendix C: Project Benefits and Costs	55
Appendix D: Long-Term Corridor Vision.....	56
Appendix E: Sample Rendering for Priority Segment Project.....	59
Appendix F: Long-Term Projects.....	62
Appendix G: Access Management Alternative.....	63

List of Figures

Figure 1. Roswell Road Access Management Plan Study Corridor	7
Figure 2. Community Engagement Timeline	8
Figure 3. Stakeholder Groups for Roswell Road Access Management Plan.....	9
Figure 4. Numerous driveways along Roswell Road create an inhospitable environment for pedestrians.	10
Figure 5. Roswell Road Overall – Driveway Spacing (Both Sides).....	13
Figure 6. Numerous uncontrolled left-turns contribute to the high rate of crashes along Roswell Road.....	14
Figure 7. Roswell Road – 2015-2019 Crash Density Map	16
Figure 8. Typical Sections from the Roswell Road Small Area Plan	19
Figure 9. Priority Corridor Segment Projects.....	31
Figure 10. Priority Mid-Block Crossing Projects	33
Figure 11. Mountable median adjacent to fire station (Kimball Bridge Rd, Alpharetta, GA).....	41
Figure 12. Truck/Emergency Vehicle U-Turn Accommodation (US 74, Whittier, NC).....	42
Figure 13. Landscaped Median along SR 9 (S. Main Street) in Alpharetta, GA	43
Figure 14. Concrete Median along SR 9 (Roswell Road) in Sandy Springs.....	43
Figure 15. RCUT Median Opening Design (Source: FHWA)	44
Figure 16. Long-Term Corridor Vision for Roswell Road North	56
Figure 17. Long-Term Corridor Vision for Roswell Road Central.....	57
Figure 18. Long-Term Corridor Vision for Roswell Road South	58
Figure 19. Visual Rendering of Segment Project (RCUT Design)	60
Figure 20. Visual Rendering of Segment Project (Traffic Signal).....	61



Figure 21. Access Management Alternative (1 of 6)	64
Figure 22. Access Management Alternative (2 of 6)	65
Figure 23. Access Management Alternative (3 of 6)	66
Figure 24. Access Management Alternative (4 of 6)	67
Figure 25. Access Management Alternative (5 of 6)	68
Figure 26. Access Management Alternative (6 of 6)	69

List of Tables

Table 1. GDOT Driveway Spacing Standards	21
Table 2. City of Sandy Springs Driveway Spacing Criteria	21
Table 3. Primary Segmentation along Roswell Road	26
Table 4. Priority Projects along Roswell Road	28
Table 5. Top Ranked Mid-Block Pedestrian Crossing Projects along Roswell Road	29
Table 6. Priority Segment Projects along Roswell Road	30
Table 7. Priority Mid-block Pedestrian Crossing Projects along Roswell Road	32
Table 8. Estimated Costs for Priority Projects along Roswell Road	34
Table 9. Estimated Costs for Priority Mid-block Pedestrian Crossing Projects along Roswell Road	35
Table 10. Implementation Timeline for Priority Projects	36
Table 11. Long-Term Project List for Roswell Road Access Management Plan	38
Table 12. Right-of-Way (ROW) Requirements for Access Management Alternative	53
Table 13. Ranked Project List	54



Executive Summary

Introduction

The Roswell Road Small Area Plan, developed in 2017 as part of the Next Ten Comprehensive Plan, proposes several ideas to better manage access along Roswell Road, including new cross and parallel streets with redevelopment, installing medians, filling sidewalk gaps, and improving connectivity. A key recommendation of the Roswell Road Small Area Plan was for the City of Sandy Springs to conduct an Access Management Plan with a layout that would include a landscaped median and streetscape improvements; costs and implementation phases; and a summary of potential funding sources. The Roswell Road Access Management Plan advances these ideas to concepts by:

- Completing a comprehensive analysis of safety deficiencies, inefficient turning movements, and other aspects of the street network and built environment that impede mobility and connectivity.
- Identifying specific improvements for the benefit of motorists and non-motorists alike, such as medians, intersection treatments, and improved pedestrian crossings

Safety Issues

The land use and development patterns along Roswell Road, sidewalk gaps and narrow sidewalk widths, lack of buffers and pedestrian crossings, and high concentration of driveways contribute to a dangerous environment along the corridor for both vehicles and pedestrians. Between 2015 and 2019, there were 5,543 reported crashes along the Roswell Road corridor, resulting in a total of 1,857 injuries and 11 fatalities. The crash rate along Roswell Road is nearly twice as high as the average crash rate among urban principal arterials statewide. Among all recorded crashes, 1,300 involved left-turn movements, and 387 crashes occurred at driveways. Thirty-percent of the left-turn crashes resulted in injuries, and four of the left-turn crashes resulted in a fatality.

There are several risk factors along Roswell Road that contribute to the high rate of vehicular and pedestrian crashes on the corridor. These risk factors include the presence of a two-way center left-turn lane, driveways located in close proximity to one another and to adjacent intersections, the lack of a buffer between the sidewalk and roadway, and long distances between safe pedestrian crossings.

Access Management Improvements

The recommended access management improvements build upon the vision established in the Roswell Road Small Area Plan. The layout is based on a number of standards and policies, including the Georgia Department of Transportation (GDOT) Design Policy Manual, GDOT Driveway and Encroachment Manual, and City of Sandy Springs Development Code and Technical



Manual. The layout for the corridor includes several elements that address risk factors and help to create a more walkable environment. These include:

- Raised landscaped median with median openings that conform to safety standards established by GDOT
- Reduction in driveway density
- Wider sidewalks/sidepaths
- Pedestrian improvements at intersections
- Mid-block pedestrian crossings

Project Identification

The corridor-wide layout serves as the “access management alternative.” The proposed layout was evaluated based on metrics related to effectiveness, feasibility, and equity. In order to facilitate implementation, the corridor was segmented based on several factors, including crash concentrations, changes in land use along the corridor, location of signalized and unsignalized intersections, and the termini of projects currently underway or programmed along the corridor. The findings from the corridor evaluation were used to perform a weighted ranking of the segments based on the following criteria for effectiveness:

- Safety Benefit – 40%
- Crash Rate – 30%
- Change in Travel Time – 10%
- Improvement in Driveway Density – 10%
- Multimodal Facilities – 10%

The findings of the evaluation were used to help identify priority projects along Roswell Road.

Priority Projects

The priority segment projects for the Access Management Plan are as follows:

1. **Peruca Place/Prado to I-285 Eastbound Ramps and Meadowbrook Drive to Windsor Parkway:** Reconstruct Roswell Road (SR 9) with two travel lanes in each direction, a wide raised and landscaped median (11-19'), a wide urban border area on either side (17-18') inclusive of a 2.5' wide curb and gutter, a 2-5' wide landscaped buffer and an 8-10' wide sidewalk. Install U-turn eye-brows at median openings as site constraints allow. The majority would be completed in conjunction with current City project T-0019, the Roswell Road Transit Access and Streetscape Improvements project.
2. **I-285 Westbound Ramps to Hammond Drive:** Reconstruct Roswell Road (SR 9) from the I-285 WB ramp termini intersection to the Hammond Drive intersection with two 11' wide travel lanes in each direction, a 19' wide raised and landscaped median, and a 17' wide



urban border area on either side inclusive of a 2.5' wide curb and gutter, a 2' wide hardscape buffer and a 10' wide sidewalk. Install a new traffic signal to provide access to the Lowes Shopping Center and the Parkside Shopping Center. Install U-turn eye-brows at median openings as site constraints allow. Coordinate interparcel connections.

3. **Johnson Ferry Road to north of Chaseland Road:** Reconstruct Roswell Road (SR 9) from the Johnson Ferry Road intersection to just north of the Chaseland Road intersection with two 11' wide travel lanes in each direction, a 19' wide raised and landscaped median, and a 17' wide urban border area on either side inclusive of a 2.5' wide curb and gutter, a 2' wide hardscape buffer and a 10' wide sidewalk. Install U-turn eye-brows at median openings as site constraints allow.
4. **Northridge Road to Hightower Trail:** Reconstruct Roswell Road (SR 9) from the Northridge Road intersection to the Hightower Trail intersection with two 11' wide travel lanes in each direction, a 19' wide raised and landscaped median, and a 27' wide urban border area on either side inclusive of a 2.5' wide curb and gutter, a 10' wide landscape buffer and a 12' wide sidewalk. Install U-turn eye-brows at median openings as site constraints allow.

The priority mid-block crossing projects for the Access Management Plan include the following:

1. Lake Placid – I-285 Eastbound Ramps Mid-Block Crossing
2. Trowbridge – Cimarron Pkwy Mid-Block Crossing
3. Mystic Place Mid-Block Crossing
4. Northridge Parkway – Hellenic Tower Mid-Block Crossing
5. Dunwoody Place – Huntcliff Mid-Block Crossing

Implementation Guidance

The Roswell Road Access Management Plan details several considerations for implementation of capital projects, which would be initiated by the City in coordination with GDOT, as well as projects that would be driven by redevelopment activity. For capital projects, this includes guidance on project development, project design, potential relocation of transit stops, considerations for installing mid-block crossings and lighting, and post-construction evaluation of the improvements. For improvements upon redevelopment, the implementation guidance highlights several best practices in access standards that the City has already codified, and provides additional recommendations related to driveway access, pedestrian facilities, and long-term considerations, which include potential new streets, traffic signals, and pedestrian crossings that would create a safer and more connected network.

The priority projects and long-term projects identified in the Roswell Road Access Management Plan serve as recommendations to move forward access management improvements on Roswell Road. Approval by GDOT and Mayor and City Council will still be needed for any project during



the design stage, which will take into account the corridor conditions at that time, as well as feedback from property owners, business owners, and the general public.



Chapter 1: Introduction

The Roswell Road Access Management Plan provides a roadmap for implementing access management treatments along Roswell Road (State Route 9) in Sandy Springs between Dunwoody Place and the south city limit near Meadowbrook Drive.¹ The numerous access points, land uses, and types of users have contributed to safety and operational deficiencies along the roadway. Building upon other planning efforts, this access management plan identifies what specific access management treatments would best improve the safety of the corridor and provides an implementation plan for advancing the improvements forward.

Background and Purpose

The Next Ten Comprehensive Plan was adopted by the City of Sandy Springs in February 2017. The plan serves as a ten-year policy and planning document guiding land use and redevelopment throughout the City. The final plan includes a small area plan for Roswell Road, which covers the entirety of the corridor within Sandy Springs, with the exception of the City Springs area between I-285 and Abernathy Road. The Roswell Road Small Area Plan establishes a vision for Roswell Road:

Roswell Road will be transformed from a primarily suburban, auto-oriented corridor—defined by strip-commercial centers and surface parking lots—into a great multimodal boulevard that will connect vibrant mixed-use neighborhoods. The new boulevard will serve as a strong north-south spine through the heart of the city that will reshape the image of the corridor—and the city as a whole—by establishing a safe, walkable, bicycle-friendly, transit-friendly and attractive streetscape environment.

Strategic redevelopment, incorporating a mix of land uses in compact development patterns, will create a dynamic, “live-work-play” corridor that links and protects neighborhoods and celebrates the area’s exceptional natural resources, while providing additional housing options, neighborhood amenities and job opportunities.

The Roswell Road Access Management Plan builds upon the Roswell Road Small Area Plan’s vision for Roswell Road as a “boulevard” with safer access for motorists, pedestrians, and cyclists. The Small Area Plan proposes several ideas to better manage access along Roswell Road, including new cross and parallel streets with redevelopment, installing medians, filling sidewalk gaps, and improving connectivity.

¹The portion of Roswell Road between Dunwoody Place and the northern city limit is not included in the Roswell Road Access Management Plan because the City has an access management project underway there (S2105 Roswell Road North End Boulevard).



The Roswell Road Access Management Plan further advances these ideas by achieving the following:

- Completing a comprehensive analysis of safety deficiencies, inefficient turning movements, and other aspects of the street network and built environment that impede mobility and connectivity.
- Identifying specific improvements for the benefit of motorists and non-motorists alike, such as medians, intersection treatments, and improved pedestrian crossings.

The plan includes a phased list of projects, costs, and other implementation guidance to help the City of Sandy Springs achieve its ultimate vision for the Roswell Road corridor.

Study Area Context and Location

The Roswell Road study corridor is approximately 8.9 miles long, extending from the intersection of Roswell Road with Meadowbrook Drive (at the southern City border) to Dunwoody Place. Roswell Road, which is also designated as State Route (SR) 9, is the primary north/south arterial through the City of Sandy Springs. The corridor serves as a parallel route to GA 400, located approximately one mile to the east of the study corridor. Roswell Road connects to the City of Roswell to the north and City of Atlanta to the south, and facilitates regional connections via other roadways to Cobb County to the west and the City of Dunwoody and Gwinnett County to the east. Roswell Road also serves local traffic, connecting to numerous arterials, collectors, and local roads within the City of Sandy Springs.

Roswell Road provides access to a variety of restaurants and retail businesses, government facilities, and residential communities. In addition, the corridor serves a variety of users, including motorists, pedestrians, cyclists, and transit users, making both local and regional trips.

The study corridor has been designated into three segments of varying lengths based on land use, intensity of development, and traffic volume, shown in Figure 1:

- **Roswell Road North** – Between Dunwoody Place and Abernathy Road (4.74 miles)
- **Roswell Road Central** – Between Abernathy Road and Glenridge Drive (1.74 miles)
- **Roswell Road South** – Between Glenridge Drive and Meadowbrook Drive (2.42 miles)

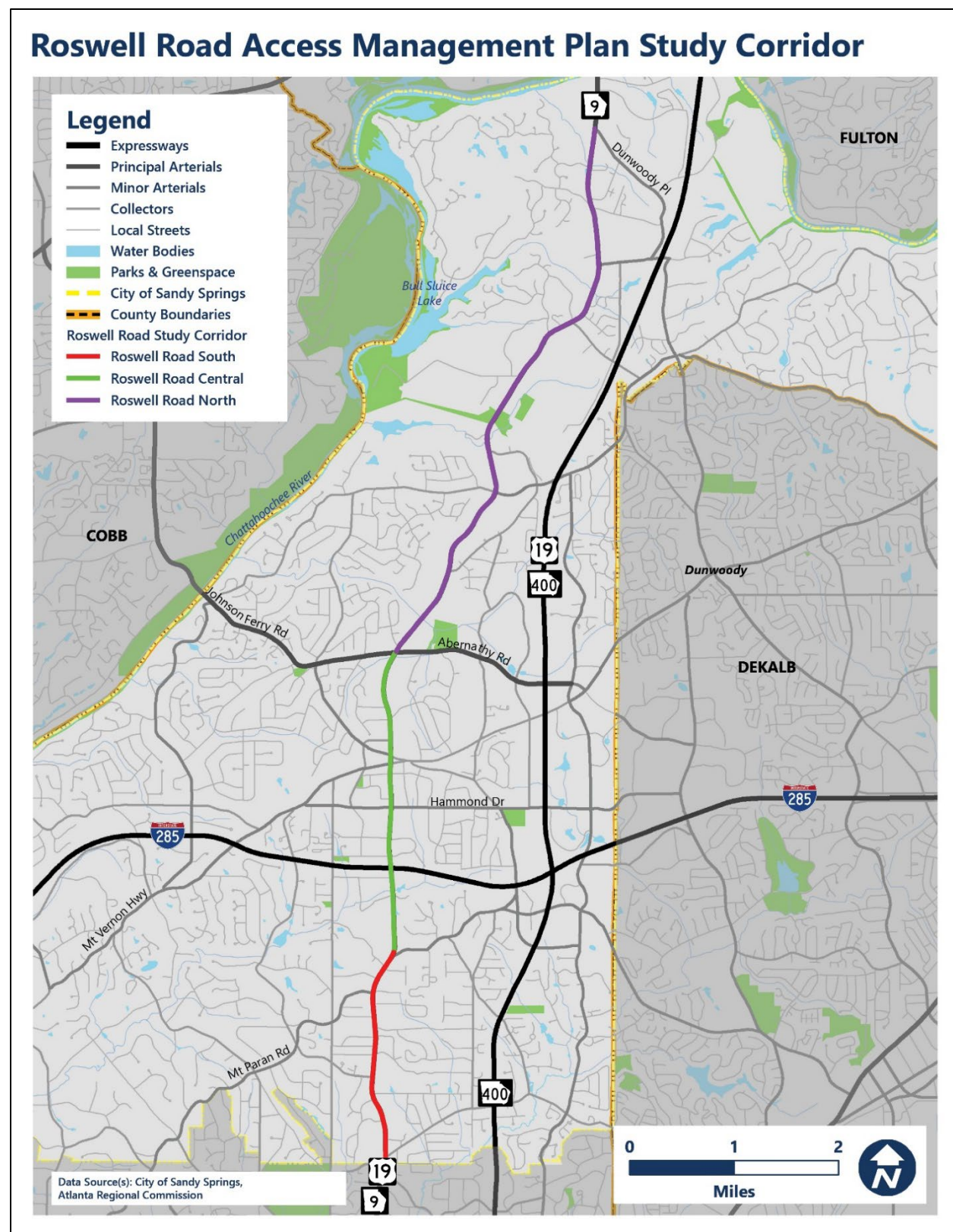


Figure 1. Roswell Road Access Management Plan Study Corridor



Public and Stakeholder Engagement

The development of the Roswell Road Access Management Plan relied on both technical analysis and extensive input from stakeholders and the general public. As the plan was developed from August 2021 through February 2023, the City made participation as easy as possible amidst changing public health conditions. A hybrid in-person and virtual public involvement strategy was carried out to boost participation. With each public meeting, an online input tool was available for several weeks to continue soliciting community feedback. A project-specific email, which was referenced on the project webpage and all meeting materials, provided an additional avenue through which the public could share their ideas. The Community Engagement Timeline shown in Figure 2 highlights key engagement activities that occurred over the course of the planning process.

Stakeholder engagement was at the core of the outreach approach. The planning team identified key stakeholders representing the different vested interests and users of Roswell Road, such as property owners, business owners, public safety professionals, and those who walk, bike, or use transit. The major stakeholder groups are identified in Figure 3. The Project Management Team, consisting of key City staff, representatives from the Atlanta Regional Commission (ARC), and the Georgia Department of Transportation (GDOT), and the consultant team, was also integral for leading the overall planning process.

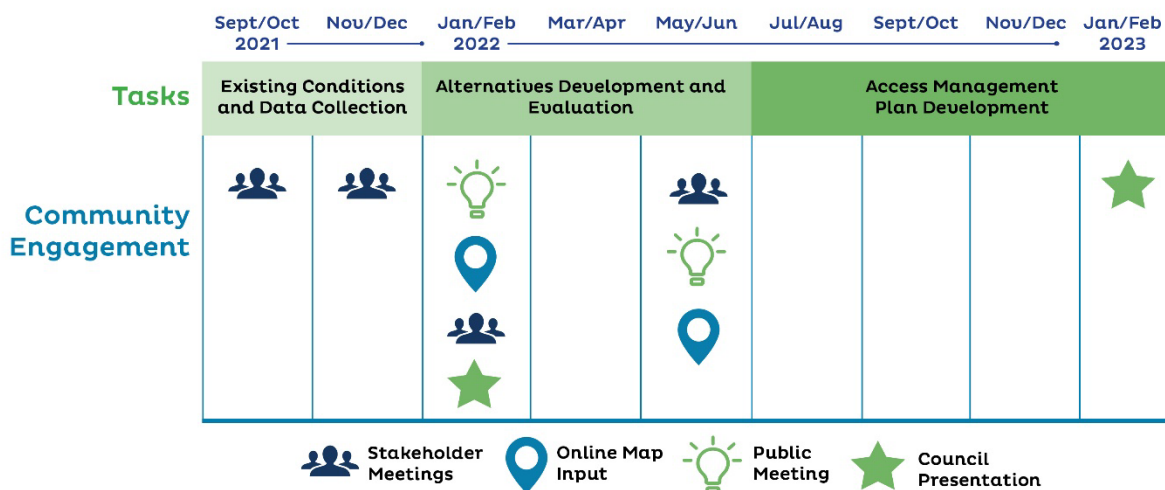


Figure 2. Community Engagement Timeline



Figure 3. Stakeholder Groups for Roswell Road Access Management Plan

A full summary of outreach activities and outcomes is available in the Public Involvement Summary document.

Chapter 2: Existing Conditions along Roswell Road

The following section highlights key findings from the Existing Conditions Report developed for the Roswell Road Access Management Plan. The Existing Conditions Report details key observations related to safety and access along the corridor and includes a review of prior plans and programmed projects, demographic analysis, land use and development review, multimodal analysis, access point inventory, crash history, and traffic conditions.

Land Use and Development Patterns

Roswell Road has a diverse mix of land uses that draws a variety of users, including residents, workers, and visitors. There are numerous residential communities, including apartments and condo complexes that generate significant pedestrian traffic. There are also several shopping centers, nodes of retail activity, office parks, and institutional uses that attract workers and visitors by car, foot, and bus. Several commercial developments along the corridor are anticipated to redevelop in the near future. The City Springs area, located in the central portion of the corridor, has a growing mix of uses and a vision to become a more pedestrian-oriented environment. The mix of land uses, intensity of activity in specific nodes, and variety of travelers along Roswell Road underscores the need for access management improvements.

Multimodal Environment

One goal of the Roswell Road Access Management Plan is to improve walkability along Roswell Road. Most of the Roswell Road corridor has sidewalk on both sides of the roadway. However, there are some gaps, including near the intersection with Mt. Paran Road and near Mystic Place, forcing pedestrians to walk along private property or the roadway shoulder; and areas where the sidewalk is close to the road, creating an uncomfortable environment for pedestrians. The close proximity of numerous driveways along the corridor creates multiple conflict points between pedestrians and drivers, contributing to an inhospitable pedestrian environment.

Each of the 26 signalized intersections along Roswell Road includes crosswalks and pedestrian signals on at least two legs of the intersection, providing opportunities for pedestrians to cross the road. There are some segments of the corridor, however, that have long distances between signalized intersections, limiting the number of places where pedestrians can safely cross the corridor. This is particularly true north



Figure 4. Numerous driveways along Roswell Road create an inhospitable environment for pedestrians.



of Abernathy Road. Pedestrians have been observed darting across the corridor outside of protected pedestrian crosswalks, putting them at risk of being hit by a vehicle. Currently, there is one dedicated mid-block crossing location south of Long Island Drive, which consists of a pedestrian hybrid beacon (PHB) with a crosswalk and median pedestrian refuge island. There is also a project under design to add a mid-block crossing on Roswell Road at the North Fulton Government Service Center (7741 Roswell Road) adjacent to Big Trees Forest Preserve.

The Metropolitan Atlanta Rapid Transit Authority (MARTA) provides bus service along Roswell Road within the study area. Two MARTA bus routes, Routes 5 and 87, serve over 100 stops along Roswell Road, drawing numerous transit riders daily. Transit ridership is highest in locations corresponding to major shopping centers, such as between Abernathy Road and Glenridge Drive, as well as large apartment complexes in the vicinity of Northridge Road and Belle Isle Road, among other locations along Roswell Road. While many of the bus stops are located near signalized intersections with pedestrian crossings, there are several mid-block bus stops that are not located near controlled pedestrian crossings.

Driveway Spacing

As motorists travel along the corridor approaching driveways, they must be aware of other motorists decelerating to turn into a driveway or turning from driveways and accelerating onto the main corridor. Motorists who are turning into or out of driveways must also be aware of pedestrians and cyclists who are traveling in their path. When driveways are located in close proximity to each other, these multiple, and often conflicting, maneuvers reduce operational efficiency and present safety hazards, increasing the risk of crashes. Furthermore, when driveways are located within the functional area of an intersection², additional conflict points are introduced, contributing to confusing and unsafe maneuvers among vehicles.

There are 406 access points, including driveways and side streets, along Roswell Road as shown in Figure 5. This figure depicts segments of the corridor where the spacing of driveways and spacing between driveways and side streets:

- Do not meet the minimum spacing standards recommended by GDOT (shown in red);
- Do not meet the minimum spacing standards recommended by GDOT, but fall within 10 percent of the standard (shown in yellow); or
- Meet the minimum spacing standards recommended by GDOT (shown in green).

Along the 8.9-mile corridor, there are 3.92 miles of Roswell Road, or 44 percent of the corridor, where the spacing of driveways and spacing between driveways and side streets (referred to as

² The functional area of an intersection refers to the physical area of the intersection as well as upstream and downstream areas with auxiliary lanes. On the upstream approach, this includes the distances traveled when motorists perceive the intersection and maneuver into the correct lanes, as well as storage for queuing vehicles.



corner clearance) do not meet the minimum standards recommended by GDOT. The portions of the corridor with the greatest concentration of driveways includes Dunwoody Place to Northridge Road, Abernathy Road to Lake Placid Drive, Glenridge Road to Osner Drive, and Mystic Place to Meadowbrook Drive. These are segments that have higher crash incidences associated with movements in and out of driveways.

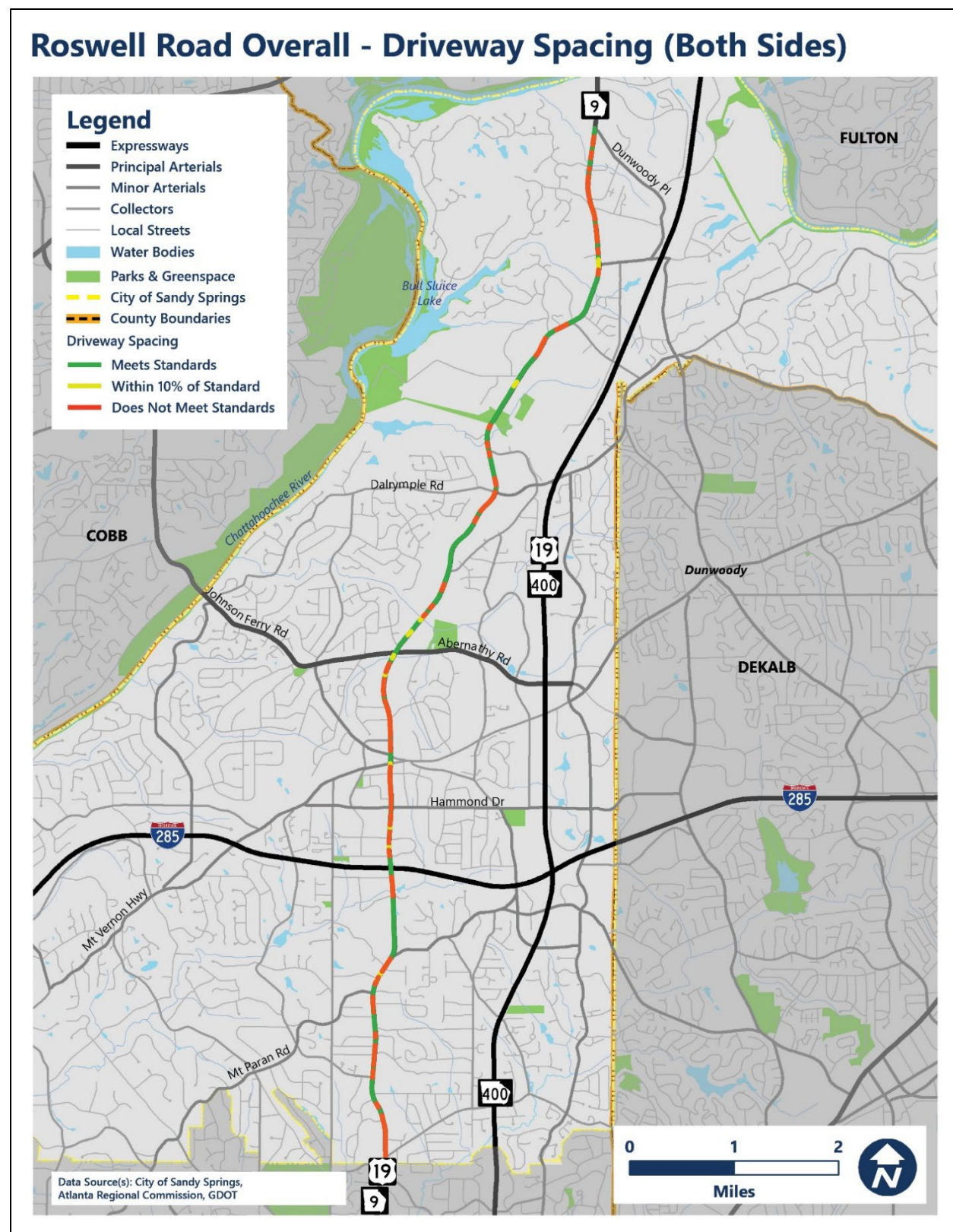


Figure 5. Roswell Road Overall – Driveway Spacing (Both Sides)



Crash History

The land use and development patterns along Roswell Road, design of sidewalks, lack of buffers and pedestrian crossings, and high concentration of driveways contribute to a dangerous environment along the corridor for both vehicles and pedestrians. This section summarizes the findings of a crash analysis for Roswell Road.

Crash history supporting materials are included in the Existing Conditions Report and its appendices.



Figure 6. Numerous uncontrolled left-turns contribute to the high rate of crashes along Roswell Road.

Findings

Between 2015 and 2019³, there were 5,543 reported crashes along the Roswell Road corridor, resulting in a total of 1,857 injuries and 11 fatalities. The number of total crashes has increased annually between 2015 and 2019. The crash rate along Roswell Road is nearly twice as high as the average crash rate among urban principal arterials statewide. Roswell Road Central (from Abernathy Road to Glenridge Drive) has the highest crash rates for total crashes, serious injury crashes, and fatal crashes; the total and serious injury crashes are approximately four times higher than the statewide average, and the fatal crash rate is over six times higher than the statewide average.

Crash History Related to Access

- Left-turn crashes are generally among the most severe. There were 1,300 left-turn crashes between 2015 and 2019, which increased annually over the five-year period. Thirty (30) percent of left-turn crashes resulted in injuries, and four left-turn crashes were fatal, accounting for 36 percent of fatal crashes.
- The high concentration of driveways can cause conflicting turning movements and contributes to the high crash rate along Roswell Road. There were 387 driveway crashes between 2015 and 2019, which increased annually over the five-year period. The greatest concentration of driveway crashes occurred near Abernathy Road, The Prado Shopping Center, and between Hammond Drive and Cliftwood Drive/Carpenter Drive. Nearly a quarter of driveway crashes

³ Because the COVID-19 pandemic resulted in lower traffic volumes, 2020 crash data was reviewed separately, with a focus on fatal, serious injury, and vulnerable user crashes.



(23 percent) caused injuries, and two driveway crashes were fatal. Thirty-three (33) percent of fatal crashes involved movements in and out of driveways.

- Fifty-four (54) crashes along the corridor have involved a pedestrian. The most pedestrian crashes (8) occurred at Roswell Road and Lake Placid Drive. Four pedestrian crashes were fatal, occurring at Lake Placid Drive, north of Cliftwood Drive, south of Glenridge Drive, and at Vernon Woods Drive. Nearly half of all pedestrian crashes occurred within 100 feet of a bus stop, and most (69 percent) occurred within 100 feet of a commercial or mixed-use parcel. Seven pedestrian crashes involved turning maneuvers at driveways; in four of these crashes, a pedestrian was crossing the driveway when struck.

The design of Roswell Road and its driveways present several risk factors that contribute to the high rate of vehicular and pedestrian crashes on the corridor:

- **Two-Way Center Left-Turn Lane:** The presence of the two-way center left-turn lane allows for uninhibited left-turn movements throughout the corridor and increases the risk of head-on collisions, particularly where there are offset driveways on either side of the road.
- **Driveway Spacing:** Numerous driveways in close proximity of each other along the corridor contributes to higher turning volumes, which are often conflicting and unsafe. Driveways located in close proximity of intersections, both along Roswell Road and at minor streets, contribute to driver confusion and increase the risk of angle crashes.
- **Roadway Buffers:** While most of the corridor has sidewalks, the lack of buffer between the sidewalk and roadway in some areas creates an uncomfortable walking environment.
- **Controlled Pedestrian Crossing Spacing:** In the northern portion of the corridor (north of Abernathy Road) and towards the southern portion of the corridor (near Mystic Drive), there is generally a longer distance between safe pedestrian crossings, which results in pedestrians having to walk longer distance or attempt unsafe mid-block crossings. This is particularly true at shopping complexes and other commercial uses that attract pedestrian activity.

The maneuvers and contributing factors among these crashes indicate that several of these could be mitigated by access management treatments and improvements to pedestrian access.

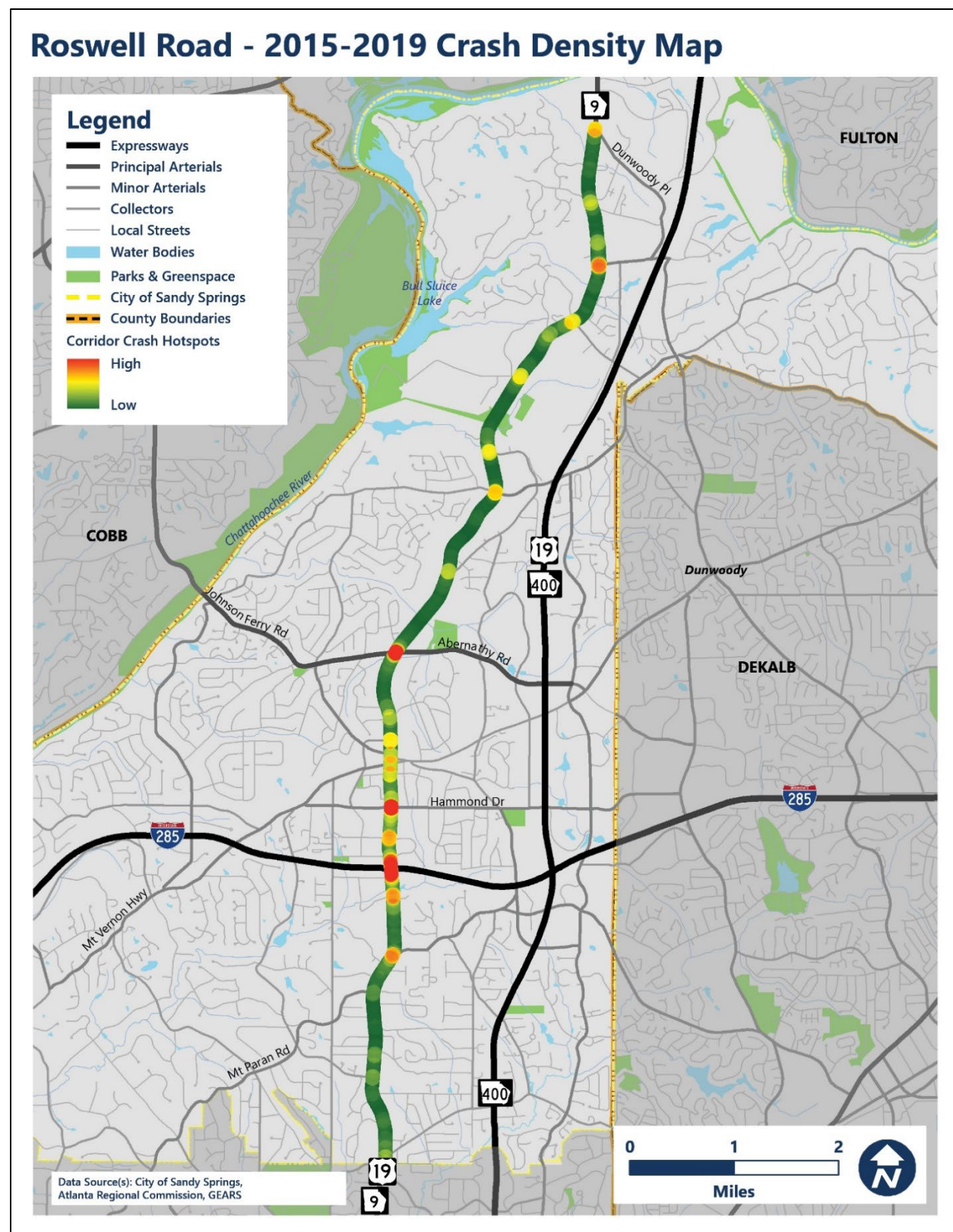


Figure 7. Roswell Road – 2015-2019 Crash Density Map



Chapter 3: Access Management Improvements

Access Management Improvements

Several access management improvements can address the corridor crashes and risk factors identified in Chapter 2. These improvements include a raised median, reduction in driveway density, wider sidewalks/sidepaths with a wide buffer from the travel lanes, intersection-level pedestrian improvements, and mid-block pedestrian crossings.

Raised Median

A raised median physically separates vehicles moving in opposite directions, greatly reducing the potential of head-on collisions and prohibiting left-turns except where there are openings in the median. At median openings, there is space for vehicles to decelerate and queue to make left-turns, reducing the speed differential between turning traffic and through-vehicles and reducing the risk of rear-end collisions. Converting a two-way center left turn lane to a raised median reduces the incidence of turning conflicts and can reduce crashes by 23%.⁴

Reduction in Driveway Density

Driveways introduce conflict between through-traffic and vehicles entering and exiting driveways. Along corridors where there is a two-way center left-turn lane, like along Roswell Road, driveways facilitate uncontrolled left-turns across through-traffic. Even if a corridor has a median that prohibits left-turns, a high concentration of driveways that facilitate right-in and right-outs cause through-vehicles to slow or stop, raising the risk of rear-end collisions. Driveways that are located in close proximity to one another also introduce numerous curb-cuts along the sidewalk, creating an inhospitable pedestrian environment. Reducing the density of driveways, which could occur as properties along Roswell Road redevelop, would minimize the number of potential conflict points along the corridor and could reduce fatal and severe injury crashes by 25-31%.⁵

Wider Sidewalks/Sidepaths

As previously noted, there are some gaps in sidewalk along Roswell Road that force pedestrians to walk along private property or the roadway shoulder; and areas where the sidewalk is close to the road, creating an uncomfortable environment for pedestrians. Filling sidewalk gaps, widening sidewalks, and increasing the buffer between sidewalks and travel lanes creates a safer and more pedestrian-friendly environment. Installing sidewalks can result in a 65 to 89% reduction in crashes involving pedestrians walking along roadways.⁶

⁴ [CMF Clearinghouse >> Study Details](#)

⁵ [CMF Clearinghouse >> Study Details](#) and [CMF Clearinghouse >> Study Details](#)

⁶ [Walkways | FHWA \(dot.gov\)](#)



Pedestrian Improvements at Intersections

While most of the signalized crossings along Roswell Road have at least two legs of crosswalks and pedestrian signals, there are opportunities to enhance existing crosswalks with elements such as pedestrian-scale lighting, Leading Pedestrian Intervals (LPIs) and high-visibility crosswalk pavement markings. High-visibility crosswalks can reduce pedestrian injury crashes by up to 40%, and intersection lighting can reduce pedestrian crashes by up to 42%.⁷ Installing an LPI at an intersection can reduce pedestrian crashes by 13%.⁸

Mid-Block Pedestrian Crossings

As previously noted, there are some segments of Roswell Road without controlled pedestrian crossings. This limits pedestrian mobility and sometimes prompts pedestrians to have to make hazardous crossings at mid-block locations. A mid-block pedestrian crossing protected by a pedestrian hybrid beacon would provide a safe crossing, particularly where there is a long distance between pedestrian crosswalks at signalized intersections. Installation of a mid-block pedestrian crossing and a pedestrian hybrid beacon could reduce pedestrian crashes by 55%.⁹

Access Management Alternative

The access management alternative provides an example of how access management treatments can be configured on Roswell Road. The alternative has been designed to align with the vision established in the Roswell Road Small Area Plan and includes the aforementioned access management treatments – a raised median with median openings to strategically direct left-turns to safer locations; driveway consolidations or closures, which would primarily occur upon redevelopment; wider pedestrian facilities and buffers to help create a more hospitable walking environment; and pedestrian improvements at intersections and mid-block locations, to enhance existing crossings and add new crossing locations. Other corridors in Sandy Springs, including Abernathy Road, Peachtree Dunwoody Road, and Perimeter Center West, have similar access management features.

The access management alternative was developed based on national and state access management standards and local requirements. These standards are discussed in more detail below. While the access management alternative will not necessarily dictate how access management improvements will be implemented on the corridor, it does provide one solution to better adhere to standards. The access management alternative is shown in Appendix G.

Methodology/Standards Used

In the development of the access management alternative, several standards and guidelines were reviewed. The Roswell Road Small Area Plan serves as the overarching vision for the Roswell Road

⁷ [Crosswalk Visibility Enhancements | FHWA \(dot.gov\)](#)

⁸ [Leading Pedestrian Interval | FHWA \(dot.gov\)](#)

⁹ [Crosswalk Visibility Enhancements | FHWA \(dot.gov\)](#)



corridor; therefore, the cross-sections from this plan were used as a basis in the development of the design. Because Roswell Road is a state route, it is important to comply with GDOT standards and guidelines. The GDOT Design Policy Manual was closely consulted for several design elements, including the selection of the type of median openings and the spacing of the openings. The GDOT Driveway & Encroachment Manual, as well as the Sandy Springs Technical Manual, helped to inform the optimal spacing of driveways in the access management alternative.

Roswell Road Small Area Plan

Recommendations from the Roswell Road Small Area Plan (SAP) serve as the overall basis for the improvements developed as part of the Access Management Plan. This includes replacing the continuous two-way left-turn lane with a raised landscaped median; the incorporation of wider sidewalks and buffers; better connections among internal streets and circulation paths on redeveloped sites; and driveway spacing standards that more closely conform to GDOT standards.

In particular, the dimensions of the sidewalk and roadway buffer used in the access management alternative are derived from the Small Area Plan. Other elements, such as the median width, were modified in the alternative as state and local standards required different dimensions than what was identified in the Small Area Plan. Across the corridor, the proposed median design width of the access management alternative (12 to 19 feet) exceeds the proposed median width in the Small Area Plan (6 to 10 feet). The minimum sidewalk width in the access management alternative (8 feet) exceeds the minimum sidewalk width in the Small Area Plan (6 feet). Similarly, the buffer width in the access management alternative is consistent with the buffer width proposed in the Small Area Plan, with one exception; between Glenridge Drive and

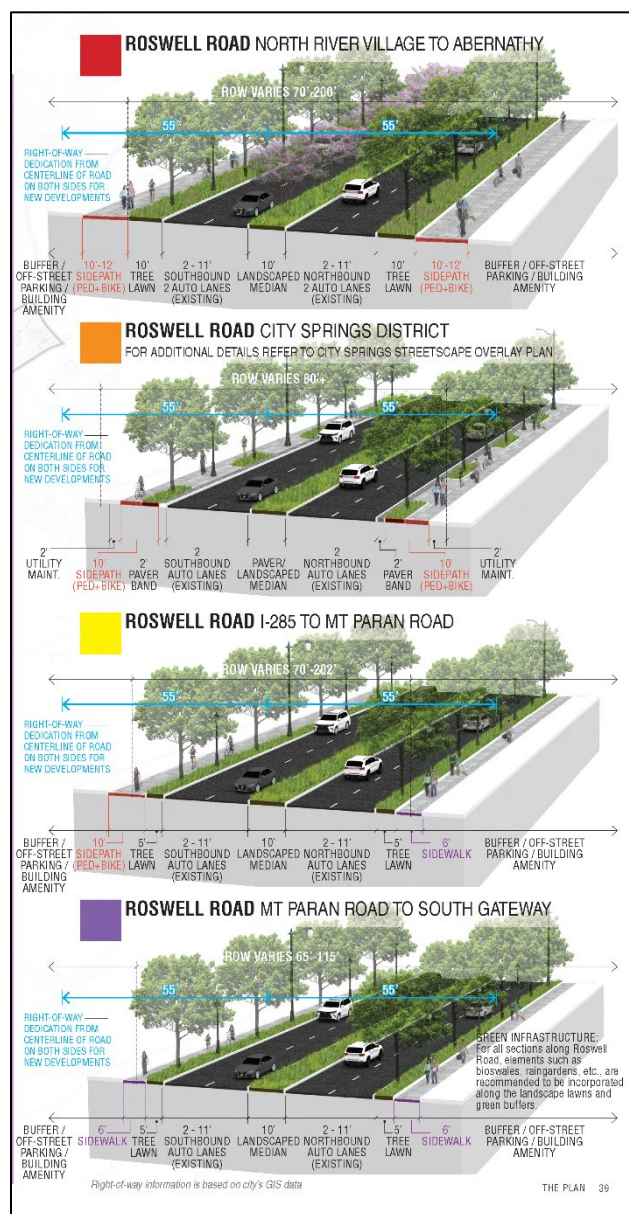


Figure 8. Typical Sections from the Roswell Road Small Area Plan



the I-285 westbound ramps, the Small Area Plan calls for a buffer width of 5 feet, while the access management alternative has designated a 2-foot buffer for this segment.

It is important to note that the recommended cross sections in the SAP differ somewhat from the City's current Development Code and Technical Manual. The SAP cross sections were utilized because they better took into consideration the different contexts of Roswell Road and the known constraints. The Transit Access Project (T-0019)¹⁰ further vetted the feasibility of the different design elements; therefore, cross-sections corresponding to that project have been utilized for the Access Management Plan.

GDOT Design Policy Manual

The GDOT Design Policy Manual (DPM) is the primary resource for design guidelines and standards adopted by the Georgia Department of Transportation (GDOT) for the design of state highways like Roswell Road. Based on the daily traffic volumes observed along Roswell Road, the DPM recommends a raised median to improve operational and safety performance on corridors like Roswell Road. The DPM and the GDOT Construction Standards and Details also recommend detailed design elements including the width of the raised median and offset distances of the raised median curb-faces to travel lanes. In addition, the DPM includes guidelines for the design and spacing of median openings. The DPM specifies a desirable median opening spacing of 1,000 feet in urban areas, with an absolute minimum spacing of 660 feet. In addition to the DPM, GDOT's Intersection Control Evaluation (ICE) policy outlines standards for design of median openings, specifically selecting an intersection control solution that both meets the needs and reflects the overall best value in terms of specific performance-based criteria including safety, capacity and operations. The choice of traffic signal control at the existing signalized intersections and the choice of Reduced Conflict U-Turn (RCUT) intersections at the unsignalized median openings for the access management alternative were based on guidelines outlined in GDOT's ICE policy. More details on standards and best practices in the DPM are provided in Chapter 5.

GDOT Driveway & Encroachment Manual

The GDOT Driveway and Encroachment Manual provides guidelines for the minimum spacing of new driveways along state routes such as Roswell Road. These standards are based upon those outlined in the Transportation Research Board (TRB) Access Management Manual. The standards are shown in Table 1. South of Abernathy Road, where the speed limit of Roswell Road is 35 miles per hour (mph), the manual recommends a minimum of 150 feet between adjacent driveways. North of Abernathy Road, where the speed limit is 45 mph, the manual recommends a minimum of 230 feet between adjacent driveways. Driveways for new development or redevelopment on Roswell Road should comply with these standards. While final layout of the driveways on the

¹⁰ Project T-0019 is the Roswell Road Transit Access and Streetscape Improvements, which is making improvements to sidewalks, ADA curb ramps, bus stop shelters, lighting, brick pavers, and landscaping between the south city limit and I-285.



access management alternative aim to conform to these guidelines, some segments of the corridor do not fully comply with these standards. Some parcels are smaller in size and under different ownership, necessitating individual access points. While some of these smaller parcels may be served by future interparcel connections, negating the need for individual access points, sometimes this is prohibitive due to the mix of disparate land uses or grade differences.

Table 1. GDOT Driveway Spacing Standards

Posted Speed Limit (miles per hour)	Minimum Driveway Spacing (ft)
35	150
45	230

City of Sandy Springs Development Code and Technical Manual

The City of Sandy Springs Development Code governs land uses, zoning, and site development within the City. The Technical Manual further establishes standards for mobility and access on roadways within the City, including a street framework for Roswell Road that details requirements for improvements to the streetscape upon redevelopment. While these standards were reviewed, the development of the access management alternative was largely based on the cross-sections from the Small Area Plan. The Technical Manual also provides driveway spacing criteria, which exceed standards established by GDOT, presented in Table 2.

Table 2. City of Sandy Springs Driveway Spacing Criteria

Posted Speed Limit (miles per hour)	Minimum Driveway Spacing (ft)
35	300
45	300

The Development Code and Technical Manual already incorporate some best practices for access management, which new developments or redevelopments along the corridor would be required to comply with, discussed further in Chapter 5.



Corridor Evaluation

The access management alternative was evaluated for effectiveness, feasibility, and equity. Specific metrics analyzed for effectiveness include crash reduction potential and the monetized safety benefit of proposed improvements; change in travel time with proposed improvements; improvement in driveway density; and provision of multimodal facilities. Metrics for feasibility include impacts to NEPA-regulated resources, utilities, and private property, and cost. The metric for equity is based upon the presence of underserved populations.

Effectiveness

Safety Benefit

A monetized safety benefit was calculated by calculating the crash reduction potential based on the crash modification factor of the proposed improvements, and applying a monetary benefit for each “avoided” crash (based upon a five-year crash history). The monetary benefit is based on comprehensive crash costs from GDOT and FHWA. Reducing more severe crashes has a higher benefit than reducing crashes that involve property damage only. The evaluation indicates that the safety benefit of installing a raised median and consolidation of driveways is approximately \$298M over a 20-year life cycle for the improvements, and the safety benefit of installing protected pedestrian mid-block crossings is approximately \$17M for the 20-year life cycle. Together, this translates to approximately \$315M of overall safety benefit for implementation of the access management alternative for the entire corridor. The locations that would experience the greatest safety benefit are between Johnson Ferry Road and N. Chaseland Road, between Trowbridge Road and Grogans Ferry Road, and between I-285 and Hammond Drive.

Crash Rate

The crash rate of the corridor was compared to the average crash rate for urban principal arterials statewide. The crash rate of each segment of Roswell Road exceeds the statewide average for all but three areas: Windsor Parkway to Long Island Drive, Long Island Drive to Mount Paran Road, and Abernathy Road to Spalding Drive. The highest crash rates are from Peruca Place/Prado to the I-285 Eastbound Ramps (8.03 times the statewide average), I-285 Westbound Ramps to Hammond Drive (7.17 times the statewide average), and Hammond Drive to Johnson Ferry Road (6.59 times the statewide average).

Change in Travel Time

An operations analysis was conducted to calculate the change in travel time for the proposed improvements on the corridor. The raised median consolidates the left-turn maneuvers at designated median openings and therefore, the overall impedance to through-traffic along Roswell Road is reduced. However, the left-turns that are diverted to the median openings from their original locations experience additional travel time due to the extra distance needed to complete the left-turn maneuvers. The additional traffic signals and pedestrian hybrid beacons



also increase the overall travel time along Roswell Road due to the additional stops experienced. For 10 of the 18 segments evaluated, the analysis indicates that there is less than 10% change in travel time from implementation of the access management alternative. The locations that show a greater increase in travel time are those with proposed pedestrian hybrid beacons; when the pedestrian hybrid beacon is activated, vehicles must stop for crossing pedestrians. While this adds some delay for vehicles, the mid-block pedestrian crossings provide a substantial safety benefit for pedestrians. It should also be noted that the projected increases in travel time for vehicles may be overstated, depending on the frequency at which the pedestrian hybrid beacons are activated.

Improvement in Driveway Density

The access management alternative would reduce the density of driveways by approximately 33% along the Roswell Road corridor, improving overall safety performance. The greatest improvement in driveway density is seen between Chaseland Road and Abernathy Road (79% reduction) and Hammond Drive and Johnson Ferry Road (56% reduction).

Multimodal Facilities

The evaluation findings indicate a consistent benefit for the proposed multimodal improvements, or the sidewalks and buffers. For the entire corridor, the proposed median width is equal to or greater than the median width noted in the Small Area Plan (which ranges from 6 to 10 feet). Similarly, for the entire corridor, the proposed sidewalk width is equal to or greater than the sidewalk width for Roswell Road in the Small Area Plan (ranging from 6 to 10 feet). The proposed width for the buffer is equal to or greater than the buffer width noted in the Small Area Plan (2 to 10 feet) for all but one location: from Glenridge Drive to the I-285 WB ramps, the proposed buffer width is 2 feet, compared to a recommendation of 5 feet in the Small Area Plan.

Feasibility

NEPA-Regulated Resources

The National Environmental Protection Act (NEPA) requires an evaluation of the effects of transportation projects on natural, cultural, and historical resources. As part of the Roswell Road Access Management Plan, the project team conducted a planning-level NEPA evaluation. Evaluations like these are important because they provide information about potential community impacts from projects, creating transparency for the public as well as decision-makers. The planning-level NEPA analysis conducted as part of the Roswell Road Access Management Plan has reviewed the location of underground storage tanks (USTs); wetlands, streams, and water bodies; and parks along the Roswell Road corridor.

The locations with the greatest number of USTs are from Johnson Ferry Road to Chaseland Road (12), I-285 westbound ramps to Hammond Drive (10), and Hammond Drive to Johnson Ferry Road (7). The infrastructure projects that would have the greatest impact to USTs include those that



would require movement of the edge of pavement, including construction of sidewalks and buffer, or the installation of a median that would necessitate a widening of the corridor. USTs located adjacent to the roadway would have to be removed, which would likely cause a displacement for a business such as a gas station; relocation of tanks, while possible in some cases, is often complicated and expensive because underground piping associated with the USTs would also have to be relocated.

For most of the corridor, construction of the access management alternative would not have an impact on wetlands, streams, or water bodies. The greatest impact is seen from Peruca Place to the I-285 westbound ramps, which would impact 1.17 acres of a retention pond. If the design impacts the pond, appropriate water storage would have to be constructed elsewhere on the site. There are also minimal water impacts (less than one acre) from Glenridge Drive to Peruca Place, north of Chaseland Road to the existing median south of Abernathy Road, north of the existing median on Abernathy Road to Spalding Drive, Trowbridge Road to Grogans Ferry Road, north of Tahoma Drive to Northridge Road, and Hightower Trail to Dunwoody Place. Any impacts to streams, ponds, or wetlands would require the purchase of mitigation credits for preservation and restoration. In addition, the City would need to apply for a National Pollutant Discharge Elimination System (NPDES) Construction Storm Water General Permit prior to construction of the improvements.

Under Section 4(f) of the USDOT Act of 1966, parks and recreational lands must be considered during development of transportation projects. Improvements in only one location - Trowbridge Road to Grogans Ferry Road – would have an impact upon park lands. This segment traverses approximately 0.80 acres of the Big Trees Forest Preserve.

Utilities

This evaluation examined the presence of utility poles along the corridor, which would need to be relocated with the implementation of the access management treatments. These include wooden poles (typically for power and telephone service) and steel poles (for power transmission), the latter of which is more costly to relocate. The location that would have the greatest number of utility poles impacted is from Meadowbrook Drive to Glenridge Drive, where there are 31 steel poles. The costs to relocate steel transmission lines typically require new steel poles to be built and new high-tension lines to be strung, after which the service is switched to the “new” lines and the “old” lines and steel poles are decommissioned. This is an order of magnitude greater cost than simply moving a local service line on a wooden pole. Specific costs will vary upon where the tie-ins will take place and will have to be assessed on a project-by-project basis.



Private Property

The evaluation examined impacts of the access management alternative upon private property, including loss of landscaping, parking spaces, and structures. Five areas have private property impacts that exceed one acre: Northridge Road to Hightower Trail, Abernathy Road to Spalding Drive, Dalrymple Road to Trowbridge Road, Hightower Trail to Dunwoody Place, and Spalding Drive to Dalrymple Road. Among these locations, most of the property impacted is grass/sidewalk. Corridor-wide, there are some impacts to structures; however, these impacts may be potentially minimized or avoided as projects move into design.

Cost

The evaluation included estimated planning-level costs for the access management alternative including construction, utility relocation, and right-of-way (ROW) acquisition. The total cost of proposed improvements for the entire corridor range between \$190 million and \$270 million. Windsor Parkway to Long Island Drive, Long Island Drive to Mount Paran Road, and Trowbridge Road to Grogans Ferry Road have the greatest costs for project implementation.

Equity

Underserved Areas

The evaluation considered the presence of environmental justice communities (minority households and households that live at or below the poverty level) as well as households without access to a vehicle, which will benefit from the provision of wider sidewalks, mid-block crossings, and other elements of the access management alternative. The evaluation found that the greatest concentration of underserved areas falls along Roswell Road between Long Island Drive and the I-285 eastbound ramps, and between Tahoma Drive and Dunwoody Place.

Further details on these criteria and the outcomes of the evaluation process can be found in the Alternative Evaluation Report.



Chapter 4: Recommendations & Implementation Plan

Project Identification

Given the length of Roswell Road and the cost associated with implementation of access management and multimodal improvements, the implementation of these improvements would need to occur through individual projects along the corridor. As such, the corridor was subdivided into smaller segments, and prioritized based on project effectiveness and safety need. The methodology for segmentation and the prioritization process is documented below. The top “priority” projects are also identified within this Chapter.

The primary segmentation was developed based on factors including crash concentrations, changes in land use along the corridor, location of signalized and unsignalized intersections, and the termini of projects currently underway or programmed along the corridor. Table 3 presents the segmentation list along Roswell Road.

Table 3. Primary Segmentation along Roswell Road

Begin	End
Meadowbrook Drive	Windsor Parkway
Windsor Parkway	Long Island Drive
Long Island Drive	Mount Paran Drive
Mount Paran Road	Glenridge Drive
Glenridge Drive	Peruca Place/Prado
Peruca Place/Prado	I-285 Eastbound Ramps
I-285 Westbound Ramps	Hammond Drive
Hammond Drive	Johnson Ferry Road
Johnson Ferry Road	Chaseland Road
Chaseland Road	Abernathy Road
Abernathy Road	Spalding Drive
Spalding Drive	Dalrymple Road
Dalrymple Road	Trowbridge Road
Trowbridge Road	Grogans Ferry Road
Grogans Ferry Road	Tahoma Drive
Tahoma Drive	Northridge Road
Northridge Road	Hightower Trail
Hightower Trail	Dunwoody Place



Prioritization Process

The findings from the corridor evaluation were used to prioritize the projects. The project segments were ranked based on effectiveness criteria consisting of magnitude of safety benefit, crash rate, change in travel time, improvement in driveway density, and improvement of multimodal facilities. The feasibility and equity criteria served as additional screenings for the top ranked projects. The findings of the planning-level evaluation conducted for feasibility do not preclude any projects from moving forward; moreover, the findings from the equity evaluation indicate that underserved communities would benefit from the implementation of the projects. Each of the priority projects, noted below, are located in underserved communities.

Table 4 presents the top ranked projects for the Roswell Road Access Management Plan.¹¹ The following weightings were applied to the effectiveness criteria:

- Safety Benefit – 40%
- Crash Rate – 30%
- Change in Travel Time – 10%
- Improvement in Driveway Density – 10%
- Multimodal Facilities – 10%

Since improving safety was the primary objective of this plan, it was weighted most heavily at 70% (30% crash rate, 40% safety benefit).

In addition to the above criteria, projects were ranked higher if they were located along current programmed projects with access management elements, as they can be delivered on a faster schedule compared to others. Therefore, as shown in Table 4, Meadowbrook Drive to Windsor Parkway, which can be advanced with programmed improvements associated with Project T-0019 (Roswell Road Transit Access Project), is ranked higher.

The full ranked project list for segment projects is shown in Appendix B.

¹¹ The prioritization does not account for the safety benefit of reducing the number of driveways; reduction or consolidation of driveways, particularly at mid-block locations, which would generally occur with redevelopment rather than in association with a capital project.



Table 4. Priority Projects along Roswell Road

Project Rank	Project Limits	Project Description
1	Peruca Place/Prado to I-285 Eastbound Ramps	Reconstruct Roswell Road (SR 9) from the Peruca Place intersection to the I-285 EB Ramp termini intersection with two travel lanes in each direction, a 11' wide raised and landscaped median, and an 18' wide urban border area on either side inclusive of a 2.5' wide curb and gutter, a 5' wide landscaped buffer and an 8' wide sidewalk for a total ROW width of 87'. Install U-turn eye-brows at median openings as site constraints allow. Majority to be completed with project T-0019.
13	Meadowbrook Drive to Windsor Parkway	Reconstruct Roswell Road (SR 9) from the Meadowbrook Drive intersection to the Windsor Parkway intersection with two travel lanes in each direction, a 14' wide raised and landscaped median, and an 18' wide urban border area on either side inclusive of a 2.5' wide curb and gutter, a 5' wide landscaped buffer and an 8' wide sidewalk for a total ROW width of 90'. Install U-turn eye-brows at median openings as site constraints allow. Majority to be completed with project T-0019.
2	I-285 Westbound Ramps to Hammond Drive	Reconstruct Roswell Road (SR 9) from the I-285 WB ramp termini intersection to the Hammond Drive intersection with two 11' wide travel lanes in each direction, a 19' wide raised and landscaped median, and a 17' wide urban border area on either side inclusive of a 2.5' wide curb and gutter, a 2' wide hardscape buffer and a 10' wide sidewalk for a total ROW width of 97'. Install a new traffic signal to provide access to the Lowes Shopping Center and the Parkside Shopping Center. Install U-turn eye-brows at median openings as site constraints allow. Coordinate interparcel connections.
3	Johnson Ferry Road to north of Chaseland Road	Reconstruct Roswell Road (SR 9) from the Johnson Ferry Road intersection (northern limit of project TS- 191 ¹²) to just north of the Chaseland Road intersection with two 11' wide travel lanes in each direction, a 19' wide raised and landscaped median, and a 17' wide urban border area on either side inclusive of a 2.5' wide curb and gutter, a 2' wide hardscape buffer and a 10' wide sidewalk for a total ROW width of 97'. Install U-turn eye-brows at median openings as site constraints allow.

¹² [Johnson Ferry Road/Mt Vernon Highway Improvement | City of Sandy Springs \(sandyspringsga.gov\)](https://www.sandyspringsga.gov/transportation/Johnson-Ferry-Road-Mt-Vernon-Highway-Improvement)



Project Rank	Project Limits	Project Description
4	Northridge Road to Hightower Trail	Reconstruct Roswell Road (SR 9) from the Northridge Road intersection to the Hightower Trail intersection with two 11' wide travel lanes in each direction, a 19' wide raised and landscaped median, and a 27' wide urban border area on either side inclusive of a 2.5' wide curb and gutter, a 10' wide landscape buffer and a 12' wide sidewalk for a total ROW width of 117'. Install U-turn eye-brows at median openings as site constraints allow.

In addition to the projects listed in Table 4, controlled mid-block pedestrian crossings were evaluated as standalone projects since they have independent utility and can be delivered at a lower cost. All mid-block locations (between signalized pedestrian crossing locations) within the corridor were evaluated based on the following factors: length of mid-block segment (i.e., distance to the nearest signalized intersection); peak-hour transit boardings and alightings at mid-block bus stops; frequency of mid-block pedestrian crashes, based upon the five-year crash history; and presence of pedestrian generators, including apartment complexes, shopping complexes, and civic uses. These metrics were enumerated, and each segment was given a weighted rank for mid-block pedestrian crashes (40%), transit boardings and alightings (30%), pedestrian generators (15%), and distance between signalized crossings (15%). For the top five mid-block locations, pedestrian crossing counts were collected, and the locations were re-ranked in order of the highest observed pedestrian crossing activity. Table 5 presents the top ranked mid-block pedestrian crossing projects.

Table 5. Top Ranked Mid-Block Pedestrian Crossing Projects along Roswell Road

Project Rank	Mid-Block Pedestrian Crossing
1	Lake Placid – I-285 Eastbound Ramps Mid-Block Crossing
2	Trowbridge – Cimarron Pkwy Mid-Block Crossing
3	Mystic Place Mid-Block Crossing
4	Northridge Parkway – Hellenic Tower Mid-Block Crossing
5	Dunwoody Place – Huntcliff Mid-Block Crossing



Implementation Plan

The Implementation Plan section consists of priority project cost estimates, a timeline for implementation, and potential funding sources to fund the projects.

To summarize the priority projects, Table 6 and Figure 9 present the priority projects for segment-based improvements and Table 7 and Figure 10 present the priority mid-block crossing projects for the Roswell Road Access Management Plan.

Table 6. Priority Segment Projects along Roswell Road

Project ID	Project Limits
S1	Peruca Place/Prado to I-285 Eastbound Ramps and Meadowbrook Drive to Windsor Parkway
S2	I-285 Westbound Ramps to Hammond Drive
S3	Johnson Ferry Road to north of Chaseland Road
S4	Northridge Road to Hightower Trail

A visual rendering of improvements associated with a priority project is shown in Appendix E. These are shown as two options; one with an RCUT design, and the other with a traffic signal. These renderings are visual representations; exact project details would be determined once the project moves into the design phase.

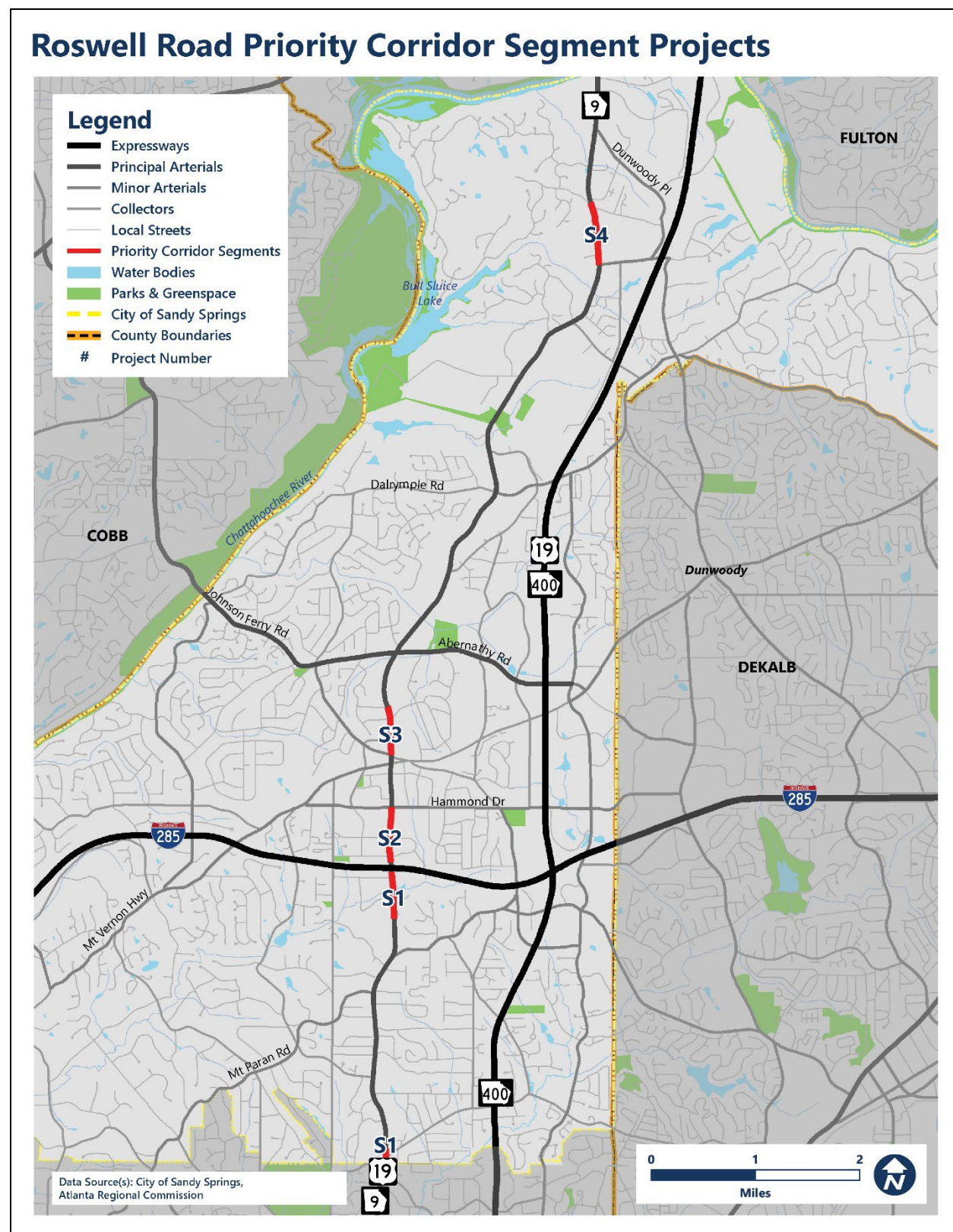


Figure 9. Priority Corridor Segment Projects



Table 7. Priority Mid-block Pedestrian Crossing Projects along Roswell Road

Project ID	Mid-block Pedestrian Crossing
P1	Lake Placid – I-285 Eastbound Ramps Mid-Block Crossing
P2	Trowbridge – Cimarron Pkwy Mid-Block Crossing
P3	Mystic Place Mid-Block Crossing
P4	Northridge Parkway – Hellenic Tower Mid-Block Crossing
P5	Dunwoody Place – Huntcliff Mid-Block Crossing

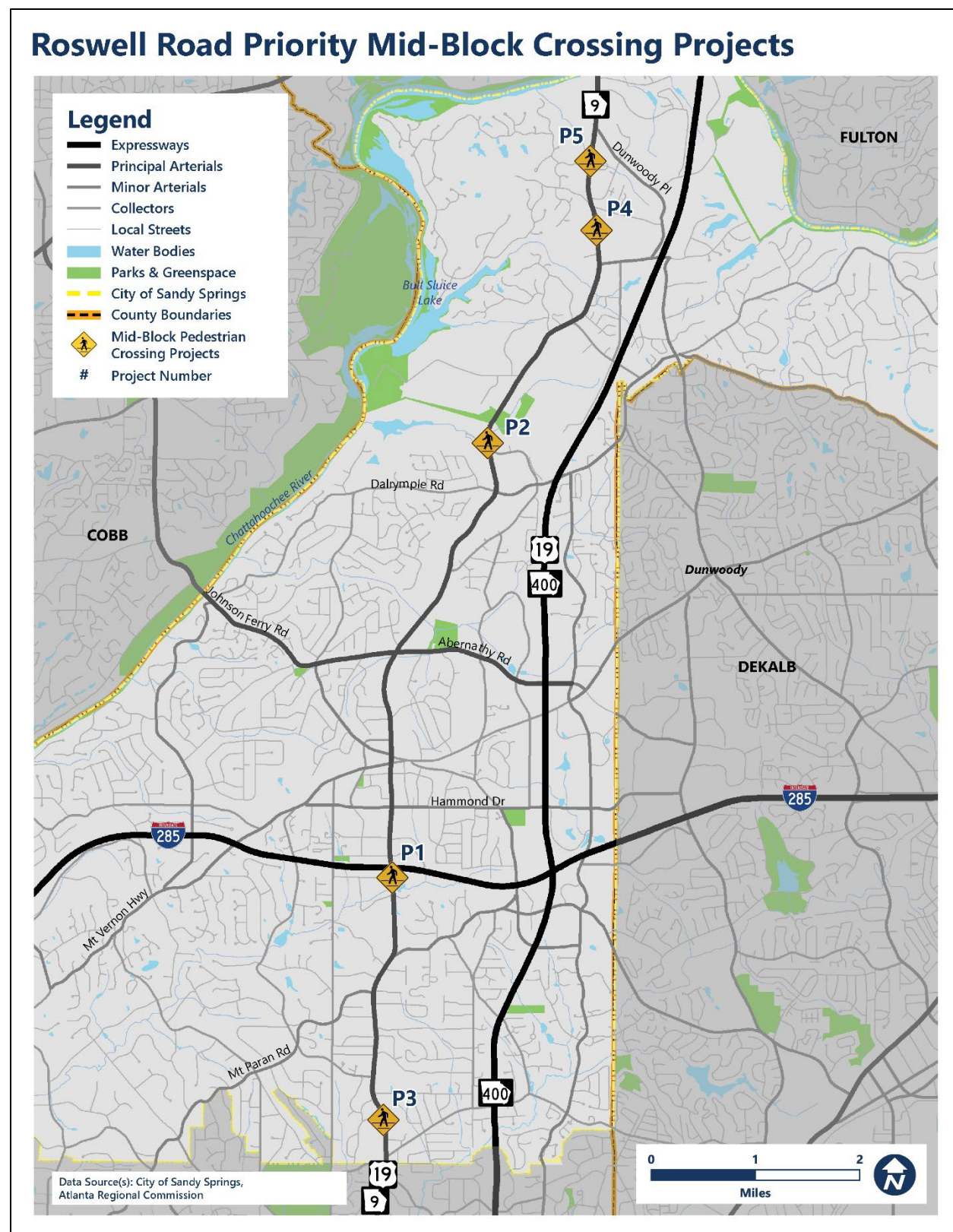


Figure 10. Priority Mid-Block Crossing Projects



Priority Project Cost Estimates

Cost of individual projects were calculated including construction costs, utility impact costs and ROW costs. Construction costs included the cost of asphalt, concrete, sod, drainage structures, erosion control costs, landscaping, lighting, engineering, and inspection costs. Utility impact costs were calculated based on the approximate number of steel poles impacted. Since during the engineering phases, impacts to utilities would be avoided as practically as possible, a low and high estimate for utility impact costs were developed based on an estimate of low and high utility impacts based on the proposed design. ROW costs were based on parcel data and property value records. The total cost also includes a 20% contingency cost. Table 8 presents the estimated total median cost for the priority projects. Appendix C shows the cost breakdown including utilities, right-of-way, and construction. Appendix C also includes the benefit and benefit-cost ratio for each project.

Table 8. Estimated Costs for Priority Projects along Roswell Road

Project ID	Project Limits	Total Estimated Cost
S1	Peruca Place/Prado to I-285 Eastbound Ramps and Meadowbrook Drive to Windsor Parkway	\$3.8 million
S2	I-285 Westbound Ramps to Hammond Drive	\$13.7 million
S3	Johnson Ferry Road to north of Chaseland Road	\$19.8 million
S4	Northridge Road to Hightower Trail	\$15 million

Table 9 presents the estimated costs for the priority mid-block pedestrian crossing projects. These costs include only construction cost with a 20% contingency cost. No separate utility cost or ROW costs were assumed as part of these costs because these mid-block pedestrian crossing projects can be built as standalone projects and can be designed and constructed with minimal utility impacts and ROW requirements. However, since P1 would be built along with the priority project S1, some utility costs and ROW costs were included as part of its estimated cost.



Table 9. Estimated Costs for Priority Mid-block Pedestrian Crossing Projects along Roswell Road

Project ID	Mid-block Pedestrian Crossing	Total Estimated Cost
P1	Lake Placid – I-285 Eastbound Ramps Mid-Block Crossing	\$250,000
P2	Trowbridge – Cimarron Pkwy Mid-Block Crossing	\$500,000
P3	Mystic Place Mid-Block Crossing	\$500,000
P4	Northridge Parkway – Hellenic Tower Mid-Block Crossing	\$500,000
P5	Dunwoody Place – Huntcliff Mid-Block Crossing	\$500,000

Implementation Timeline

Table 10 presents an implementation timeline for priority projects along Roswell Road, which include prioritized segments as well as mid-block crossings that could be advanced as standalone projects. The projects have been categorized into short-term (5-year program) and mid-term (10-year program) projects.



Table 10. Implementation Timeline for Priority Projects

Project ID	Project Name	Cost (\$Millions)	Timeframe	Next Steps
S1	Peruca Place/Prado to I-285 Eastbound Ramps and Meadowbrook Dr to Windsor Pkwy	\$3.8	Short-term	Project underway in association with improvements as part of T-0019 ¹³ ; to be completed within next 10 years.
P1	Lake Placid – I-285 Eastbound Ramps Mid-Block Crossing	\$0.25 ¹⁴	Short-term	Project underway in association with improvements as part of T-0019 ¹³ ; to be completed within next 10 years.
S2	I-285 Westbound Ramps to Hammond Drive	\$13.7	Mid-term	Begin concept development within 5 years
S3	Johnson Ferry Road to north of Chaseland Road	\$19.8	Mid-term	Begin concept development within 5 years
P2	Trowbridge – Cimarron Pkwy Mid-Block Crossing	\$0.5	Mid-term	Continue to monitor pedestrian activity and start concept in next 5 years
P3	Mystic Place Mid-Block Crossing	\$0.5	Mid-term	Continue to monitor pedestrian activity and start concept in next 5 years
S4	Northridge Road to Hightower Trail	\$15.0	Mid-term	Advance the proposed RCUT at Northridge Parkway with the design of the programmed Northridge Road/Roswell project
P4	Northridge Parkway – Hellenic Tower Mid-Block Crossing	\$0.5	Mid-term	Continue to monitor pedestrian activity and start concept in next 10 years
P5	Dunwoody Place – Huntcliff Mid-Block Crossing	\$0.5	Mid-term	Continue to monitor pedestrian activity and start concept in next 10 years

¹³ Project T-0019 is the Roswell Road Transit Access and Streetscape Improvements, which is making improvements to sidewalks, ADA curb ramps, bus stop shelters, lighting, brick pavers, and landscaping between the south city limit and I-285.

¹⁴ Since P1 would be built along with the priority project S1, there are reduced utility and ROW costs.



In addition to the mid-block pedestrian crossing (Project P1) noted in Table 10, the City will monitor traffic and pedestrian activity in the vicinity of other mid-block crossings identified in Table 7 to advance additional pedestrian projects in coordination with GDOT.

Long-Term Project List

The long-term project list represents the remainder of the projects along Roswell Road that do not fall within the list of priority projects. These projects are displayed in Table 11. It should be noted that while the projects are presented in rank order, based on the evaluation of effectiveness, a lower ranked project may be advanced before a higher ranked project in conjunction with a redevelopment opportunity or another infrastructure project along Roswell Road. These projects are shown on a map in Appendix F.



Table 11. Long-Term Project List for Roswell Road Access Management Plan

Project Rank	Project Limits	Cost (\$ Millions)
5	Trowbridge Road to Grogans Ferry Road	\$22.9
6	Hammond Drive to Mt. Vernon Highway	\$12.0
7	Hightower Trail to Dunwoody Place	\$17.7
8	Windsor Parkway to Between Long Island Drive and Belle Isle Road	\$21.1
9	North of Chaseland Road to South of Abernathy Road	\$7.2
10	Grogans Ferry Road to North of Northridge Crossing Drive	\$6.7
11	Mount Paran Road/Beachland Drive to Glenridge Drive	\$10.5
12	North of Northridge Crossing Drive to Northridge Road	\$5.1
14	Dalrymple Road to Trowbridge Road	\$9.4
15	Spalding Drive to Dalrymple Road	\$14.0
16	North of Abernathy Road to Spalding Drive	\$13.5
17	Glenridge Drive to Peruca Place/Prado	\$6.7
18	Between Long Island Drive and Belle Isle Road to Mount Paran Road/Beachland Drive	\$22.7



Funding Sources

Each of the projects will be implemented as funding becomes available, and in close coordination with GDOT and property owners. In order to implement these improvements, the City should leverage the local transportation special purpose local option sales tax (T-SPLOST) as well as federal and state funding sources, particularly for the costliest projects.

Federal Funding

Transportation Improvement Program (TIP)

The Transportation Improvement Program (TIP), administered by the Atlanta Regional Commission (ARC), allocates federal funds for the planning, design, and construction of high-priority projects in the Metropolitan Transportation Plan (MTP), and represents the short-term, fiscally-constrained portion of the long-range plan. As the federally designated metropolitan planning organization (MPO) for the Atlanta region, ARC is responsible for developing the TIP to meet federal planning requirements and to address local needs, including those within Sandy Springs. Eligible projects include infrastructure improvements that enhance mobility and access, equity, safety, and resiliency within the Atlanta region.¹⁵ There are a number of federal funding programs that may be utilized to implement the improvements in the Roswell Road Access Management Plan, including the Surface Transportation Block Grant and Congestion Mitigation and Air Quality Program. To acquire TIP funding for infrastructure projects, the City would need to apply for funds through ARC's TIP solicitation program, which opens every two to three years. There is no prescribed minimum or maximum thresholds for project awards.

Safe Streets and Roads for All (SS4A) Grant Program

The Safe Streets and Roads for All (SS4A) grant program was established by the Bipartisan Infrastructure Law as a discretionary program with \$5 billion over the next five years. This nationally-competitive grant program funds initiatives that will help prevent deaths and serious injuries on the transportation network, in support of the National Roadway Safety Strategy and USDOT goals. The latest Notice of Funding Opportunity (NOFO) for this program issued by the USDOT notes that implementation grants awarded to municipalities such as Sandy Springs have an expected minimum award of \$5,000,000 and maximum award of \$30,000,000. There is an 80 percent federal share with a required 20 percent match by local partners.¹⁶ Projects identified in an Action Plan, such as the Roswell Road Access Management Plan, are eligible for funding. Eligible sample activities include transforming a roadway corridor into a Complete Street; low-cost safety treatments such as turn lanes, rumble strips, and high-friction surface treatments; and

¹⁵ Atlanta Regional Commission (2021). Project Evaluation Framework, p. 13. <https://cdn.atlantaregional.org/wp-content/uploads/tip-cookbook-2021.pdf>

¹⁶ Safe Streets and Roads for All Notice of Funding Opportunity – Amendment 1. US Department of Transportation. <https://www.transportation.gov/sites/dot.gov/files/2022-08/SS4A-NOFO-FY22-Amendment-1.pdf>



pedestrian safety enhancement such as sidewalks, rectangular-rapid flashing beacons, signal improvements, and pedestrian signals.

Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program

The Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program is designed to fund surface transportation projects that have a significant local or regional impact and address safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity, state of good repair, partnership and collaboration, and innovation. There is \$1.5 billion available in FY 2023 for this nationally-competitive grant program. The latest NOFO issued by the USDOT notes that the minimum capital grant award for urban areas such as Sandy Springs is \$5 million. There is an 80 percent federal share with a required 20 percent match by local partners.¹⁷

State Funding

Georgia Highway Safety Improvement Program (HSIP)

The Georgia Highway Safety Improvement Program (HSIP) consists of a data-driven process that identifies and reviews specific traffic safety issues around the state and identifies locations for potential safety improvements. Projects funded by the HSIP are usually moderate in scope, including improvements to intersections, pedestrian and bicycle facilities, and corridors. Projects with a benefit to cost ratio greater than 1.0 are eligible for funding.¹⁸

Local Funding

Transportation Special Purpose Local Option Sales Tax (T-SPLOST)

The City of Sandy Springs has a Transportation Special Purpose Local Option Sales Tax (T-SPLOST) program to fund specific transportation projects throughout the City. The most recent T-SPLOST program was approved by City voters in November 2021, which extended the existing 0.75% sales tax approved in November 2016. These funds are used for a variety of transportation improvements; the current program is helping to implement sidewalks, traffic safety and congestion relief, road maintenance and paving, multi-use paths, and pedestrian and bicycle facility improvements. In advance of the next T-SPLOST renewal, the City may choose to add select projects from the Roswell Road Access Management Plan for implementation beginning in 2028, if the program is approved by voters for extension.

¹⁷ Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program Notice of Funding Opportunity – Amendment 1. US Department of Transportation. https://www.transportation.gov/sites/dot.gov/files/2023-01/RAISE%202023%20NOFO%20Amendment%201_0.pdf

¹⁸ [Highway Safety Improvement Program 2021 Annual Report: Georgia \(dot.gov\)](#)



Chapter 5: Implementation Guidance

Capital Projects

Project Identification

Projects may be implemented as capital projects through the City in coordination with GDOT; through developer-driven redevelopment along Roswell Road; or through a combination of both. Capital projects may also be implemented in conjunction with other improvements programmed along Roswell Road; for example, in concert with an intersection improvement, the City may install sections of raised median or close driveways that fall within the intersection's area of influence. Improvements associated with redevelopment will impact access points both at the curbside and on the street. The City requires the developer to improve internal access and circulation through the site approval process. In addition, the City requires that developers dedicate ROW for sidewalks and streets, including future accommodations for raised medians and eyebrows (to facilitate U-turns). The Street Standards in the Technical Manual provide a street cross-section for Roswell Road with specific widths for total right-of-way and streetscape features.¹⁹ The City may also require the developer to reduce the number of driveways or close driveways that fall within the area of influence of a major intersection, in order to comply with recommended driveway spacing requirements.²⁰ Developers may also be asked to locate driveways along side streets instead of directly on Roswell Road.

Project Development

For a capital project, once the project enters the engineering phase, the project sponsor (the City, GDOT, or a combination with the developer) will reference the recommendations from the Roswell Road Access Management Plan. These recommendations may include a landscaped median, wide sidewalks



Figure 11. Mountable median adjacent to fire station (Kimball Bridge Rd, Alpharetta, GA)

and buffer, and closure of driveways. It should be noted that the proposed improvements established in this plan need not exactly translate into the design of the projects. At the discretion of the City and GDOT, the design may be altered based on environmental concerns, utility impacts, impacts to private property owners, and feedback from the public. Even if the City is the project sponsor, the City will coordinate closely with GDOT during the engineering phase since Roswell Road is a state route. The project sponsor should also consult with the City's Police and Fire

¹⁹ [ARTICLE 10. - STREETS & IMPROVEMENTS | Development Code | Sandy Springs, GA | Municode Library](#)

²⁰ [SECTION 3 - ROADWAY DESIGN AND PAVEMENT | Technical Manuals | Sandy Springs, GA | Municode Library](#)



departments to consider design elements that would facilitate better emergency response (mountable medians, U-turn accommodations for emergency vehicles, secondary road network etc.). The project sponsor should also consult with adjacent property owners and the general public to inform them that the project is moving forward, and discuss access changes along Roswell Road that may have an impact on their business, travel, and other operations. The Project Design section provides guidance for what to consider when modifying access management treatments to adjust for context, while still accomplishing the overarching safety goals.

Project Design

The standards and guidance in this section will serve as resource for priority projects as they move into the design stage. This section should be referenced for median design and placement, turn lanes, driveway consolidation, sidewalks/sidepaths standards, mid-block crossing warrants and design, lighting, and transit stop placement. If a design element deviates from FHWA's ten controlling criteria, and that criteria has been denoted by GDOT as a standard, then a design exception or design variance would be required. Table 2.1 in the Design Policy Manual (DPM) serves as a guide for when design exceptions or design variances would be required. For the access management alternative, the criteria that would apply include access control and lateral offset to obstruction.



Figure 12. Truck/Emergency Vehicle U-Turn Accommodation (US 74, Whittier, NC)

Median Width

A raised median is recommended along the extent of Roswell Road from Meadowbrook Drive to Dunwoody Place. A median width of 19 feet is recommended based upon standards in GDOT's Design Policy Manual. This width is inclusive of the required offsets for an arterial with a design speed of 45 MPH or less and can accommodate an RCUT median opening intersection with a 11-foot wide left-turn lane. Where site constraints dictate, the median width would be less than 19 feet; for example, along the segment just south of Lake Placid Drive where right-of-way is constrained, the median width would likely need to be closer to 12 feet. These narrower medians prohibit left-turns onto Roswell Road, but cannot accommodate an RCUT design.



Landscaping

If desired by the City at the time of design, the median could be landscaped with grass, shrubbery, and/or small trees, as allowed by width of the raised portion of the median (see Figure 13). All landscaping must be placed so as not to impede sight distance for vehicles per guidelines within GDOT's Design Policy Manual (Section 5.3.5) and GDOT's Policy for Landscaping and Enhancements on GDOT Right of Way (Section 4.1). Typically, for maintenance reasons, a median with a raised portion of less than 6 feet in width is not landscaped but paved with concrete, which may be stamped in a decorative pattern (see Figure 14). Trees (limbed up to a minimum of 7 feet from the ground) can be planted within the median if appropriate offsets can be achieved from the travel lanes (typically 8 feet from the center of the tree to the face of the concrete curb). Additional consideration should be given to site visibility along the corridor for commercial properties when deciding to plant tall trees in the median. Commercial property owners should be engaged to ensure that planting tall trees do not impede visibility to their properties. Landscaping will be prioritized at the gateways to the City, such as Roswell Road at Meadowbrook Drive, and in the City Springs area.



Figure 13. Landscaped Median along SR 9 (S. Main Street) in Alpharetta, GA



Figure 14. Concrete Median along SR 9 (Roswell Road) in Sandy Springs

The design should follow the Sustainable Landscape Practices guidelines included in Section 1 of the Sandy Springs Technical Manual. This guidance includes the following provisions:



- Planting Area
 - The planting area within the median must be at least 24" to plant perennials and groundcovers. Larger plant types require wider planting areas accordingly.
 - Soils will likely need to be amended, to be suitable for planting. A minimum depth of 24" (preferably 36") of high-quality and well-draining soil is necessary. Care should be taken during construction and maintenance to avoid compaction.
- Green Infrastructure
 - Bioswales and biocells should be considered wherever feasible, to capture and treat in place a portion of the runoff from the roadway.
- Species
 - Drought tolerant species should be selected for all areas that will not accommodate stormwater.
 - Columnar tree species should be used in areas of high truck and bus traffic.
 - The focus should not be on selecting wildlife friendly species as this can create an ecological trap / wildlife vehicle collisions.
- Trees
 - Trees should not be planted closer than 35' on center from the end of the median.
 - For small trees (30' tall or less) and shrubs: minimum 8' wide median
 - Within 30' of the end of the median, the height of the plants should taper down to 30" maximum, to ensure visibility.

Median Openings and Spacing

GDOT's Regulations for Driveway & Encroachment Manual specifies a desirable median opening spacing of 1,000 feet in urban areas, with an absolute minimum spacing of 660 feet.

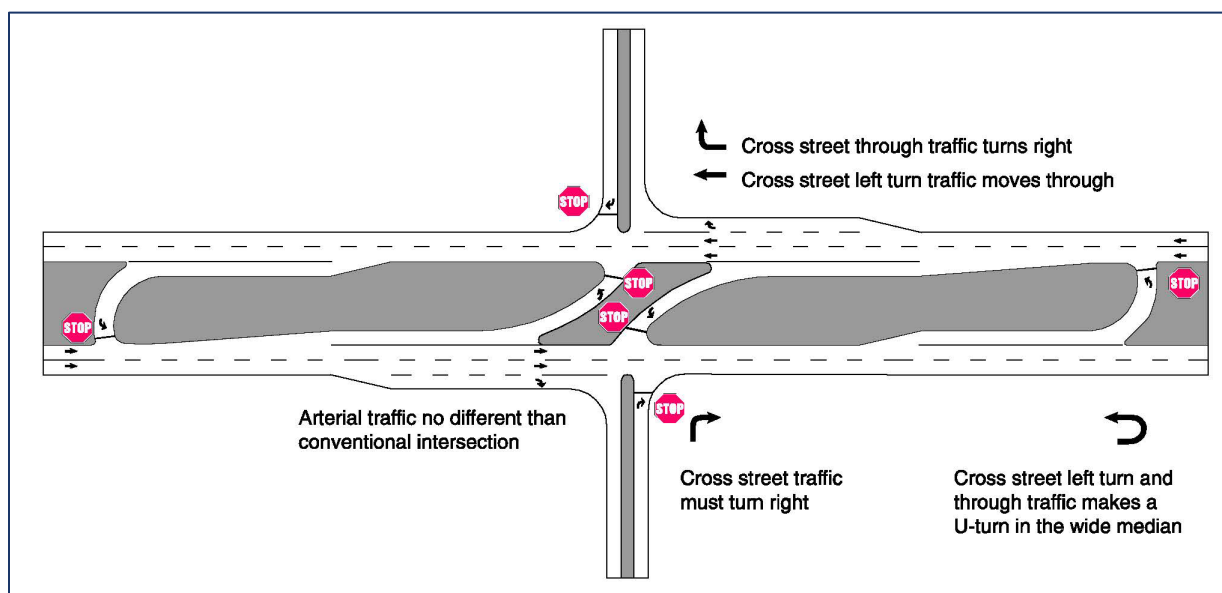


Figure 15. RCUT Median Opening Design (Source: FHWA)



To achieve the full safety benefit, median openings are recommended to be configured as RCUTs. (See Figure 15.) The RCUT intersection eliminates left-turn and through movements from driveways. To accommodate these movements, the drivers must turn right onto Roswell Road and then make a U-turn maneuver at a downstream, one-way median opening. Other median openings can be configured as full access for reasons such as allowing more direct access to major shopping centers or to address concerns for student drivers at schools, but it comes at the expense of safety. Installing an RCUT treatment can reduce the incidence of fatal and injury crashes by 63% compared to a full access, unsignalized opening.²¹ GDOT's Intersection Control Evaluation (ICE) Policy requires that a Level 1 ICE be performed for any new median openings. The outcomes of the ICE may indicate that an RCUT treatment is preferred, but other factors, such as local preference, may provide justification for a full median opening in some cases.

Additional pavement may be needed to accommodate U-turn movements, adjacent to the median openings towards the edge of the pavement. These are often called "eyebrows" or "loons." These should be designed in accordance with the GDOT Construction Standards and Details, Construction Detail M-3A, Type C Median Crossover. If a bus stop is located at the site of a new loon, then the City will coordinate with MARTA to relocate the bus stop either upstream or downstream of the existing location.

As proposed improvements advance to the engineering phase, Sandy Springs Public Safety staff should also be consulted about the placement of raised medians and median openings along Roswell Road. The proposed medians include a sloped curb face, and segments of raised median can be designed to be fully mountable by fire-trucks or emergency vehicles. The proposed RCUT intersections can also be designed to accommodate U-turns by fire-trucks and emergency vehicles. (Refer to Figure 11.) Alternative routing should also be reviewed, as necessary.

During the engineering phase, the City should communicate with businesses and/or property owners about changes to access, including the re-direction of left-ins to upstream U-turns in association with the RCUT design. This early coordination is important to dispel any concerns the business may have and to provide appropriate information about the safety, operational, and economic benefits of the access management improvements.

Along state routes, GDOT has adopted 1,000 feet as the preferred minimum spacing between median openings in urban areas, as noted in Section 7.3 of the Design Policy Manual. In urban areas, the minimum spacing may be reduced to 660 feet if it can be demonstrated that left turning volumes are nominal. The access management alternative was developed based on these standards and guidelines.

²¹ [Reduced Left-Turn Conflict Intersections | FHWA \(dot.gov\)](https://www.fhwa.dot.gov/publications/2004/04/0401/20040401.pdf)



Left-Turn Lanes

Left-turn lanes are required on the approach to each median opening, which allows vehicles to queue outside of the travel lanes. The construction of a median is expected to direct additional left-turning traffic to downstream signalized intersections, to make U-turns. As each project enters the engineering phase, the length of the turn lanes will be refined to accommodate the anticipated demand for left-turning traffic at each median opening including affected signalized intersections. GDOT's Design Policy Manual (Section 7.2.3) notes that the total length of the turn lane would be determined based on the design speed of the roadway, the storage requirement for the turn lane, and adjacent through-lane queue. The taper and deceleration lengths should be designed in accordance with Georgia Construction Details M-3A or M-3B.

Driveway Reduction & Consolidation

Upon the implementation of a capital project, any driveway that falls within an intersection's area of influence should be examined for potential closure. If the driveway serves as a parcel's sole access, then the driveway will not be closed. If another driveway for the parcel is available, if there is an adjacent parcel with inter-parcel connectivity, or if inter-parcel connectivity can be achieved with an adjacent parcel, then there should be coordination with the property owner(s) to see if it is feasible to close the driveway. The exception would be for gas stations, which generally require a minimum of two driveways to facilitate the ingress and egress of large fuel trucks.

Transit Stops

MARTA operates two bus routes along Roswell Road in Sandy Springs within the study area, with approximately 100 bus stops located along the corridor. MARTA prefers to place bus stops on the far side of the intersection. This placement generally allows buses to re-enter the flow of traffic more safely and efficiently, and improves safety for transit riders and other pedestrians. When bus stops are placed on the near-side, there are more conflicts with right-turning vehicles, and stopped buses may obscure pedestrian signals and impede sight distance for crossing pedestrians. If the bus is stopped in a right-turn lane on the near-side, it may have trouble re-entering the through-lane, particularly during peak traffic.²² There are some existing near-side stops along Roswell Road, which were placed there based on existing and historical pedestrian generators, right-of-way availability, and presence of shelters or other rider amenities. As priority projects progress to design, including future mid-block crossings, the location of the bus stops should be reviewed in coordination with MARTA staff to identify whether or not bus stops should be relocated and/or consolidated.

Sidewalks and Sidepaths

In order to create a more walkable and bikeable environment along Roswell Road, the Roswell Road Small Area Plan recommends sidewalks and/or sidepaths on both sides of Roswell Road.

²² [Stops, Spacing, Location and Design | FTA \(dot.gov\)](https://www.fhwa.dot.gov/infrastructure/stoplocationdesign/)



The Roswell Road Access Management Plan reviewed the feasibility of the Small Area Plan recommendations, and it was determined that it is feasible to implement the sidewalk/sidepath²³ recommendations along the entirety of the corridor. The sidewalks/sidepaths vary in width from 8 feet (from Meadowbrook Drive to Peruca Place) to 12 feet (from Abernathy Road to Dunwoody Place). To provide greater separation from vehicular traffic, a buffer is recommended between the sidewalk/sidepath and travel lanes, which ranges from 2 feet (between I-285 westbound ramps and Abernathy Road) to 10 feet (between Abernathy Road and Dunwoody Place).

Mid-Block Crossings

There are a total of 27 signalized intersections along the Roswell Road corridor (between Meadowbrook Drive and Dunwoody Place) where pedestrians can cross the roadway at a controlled location with a crosswalk and pedestrian signal. There is also a protected mid-block crossing with a pedestrian hybrid beacon (PHB or a HAWK signal) just south of Long Island Drive. With these 27 traffic signals and one PHB, the average mid-block distance is well over 1,500 feet with at least nine locations exceeding 2,500 feet.

Additional mid-block pedestrian crossings are recommended on the corridor where pedestrian generators and demand exists as discussed in Chapter 4. (See Table 5.)

In order to advance the installation of a mid-block crossing to the engineering phase and obtain a permit for the PHB from GDOT, the City will need to complete an engineering study, in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the GDOT Pedestrian and Streetscape Guide. Several of the items in the engineering study, such as pedestrian count collection, analysis of pedestrian generators, and crash history have been examined during development of the Plan. It will be important to revisit these analyses and note any changes once the project is advanced to implementation. References to these analyses can be found in Appendix A of the GDOT Pedestrian and Streetscape Guide²⁴ and in the Guidelines for the Installation of Pedestrian Hybrid Beacons on High-Speed Roadways in the MUTCD.²⁵

The mid-block crossing should include the following elements:

- High-visibility striped crosswalk
- Lighting
- Median to facilitate a two-stage crossing
- Actuated pedestrian signal with audible warnings²⁶

²³ Sidepaths are wider sidewalks (generally at least 10 feet in width) that can accommodate both pedestrians and cyclists. Sidepaths are required to have a five-foot buffer from the roadway on streets with a speed limit of more than 35 miles per hour.

²⁴ [GDOT Pedestrian and Streetscape Guide.pdf \(ga.gov\)](#)

²⁵ [Figure 4F-2 Long Description - MUTCD 2009 Edition - FHWA \(dot.gov\)](#)

²⁶ The MUTCD (Accessible Pedestrian Signals, Part 4E.06, Accessible Pedestrian Signals, and Part 4E.09) and Public Right-of-Way Accessibility Guidelines (Section R208) each recommend that actuated pedestrian signals should include audible and vibrotactile WALK indications that are integrated into the push-button.



- Stop bars for vehicles in advance of the crossing
- Overhead beacon that flashes when the crosswalk is activated, with accompanying instructional signage for drivers
- Roadside signage in advance of the pedestrian crossing, to alert drivers of the upcoming mid-block crossing

In addition to advancing as individual capital projects, mid-block crossings may also be considered where new development will generate a significant volume of pedestrian activity away from an existing signalized pedestrian crossing.

Lighting

Continuous pedestrian-scale lighting along the Roswell Road corridor and pedestrian and roadway lighting at signalized intersections and mid-block pedestrian crossings is recommended and required per the City's and GDOT standards. Per the City's Technical Manual, the required spacing for pedestrian lighting is 90 feet unless otherwise specified.²⁷ Section 14.3.5 of GDOT's Design Policy Manual notes that precise spacing for lighting fixtures should be based upon a photometric review submission for the pedestrian facility, to include average horizontal illuminance, minimum vertical illuminance, average/minimum horizontal illuminance, and maximum veiling luminance.

Project Evaluation

After a capital project is implemented, or after improvements are made upon redevelopment, it will be important to evaluate the "before and after studies" with regard to safety, operations, and economic impact along Roswell Road. Safety improvements can be assessed by studying crash history after a period of time, including the reduction of left-turn and driveway crashes, as well as crashes involving pedestrians and cyclists. Operationally, an assessment may evaluate delay along the corridor and at intersections. Economic impact may be assessed by studying sales at businesses along the corridor, or property value of parcels along Roswell Road. These studies will require coordination among the City's Public Works and Economic Development departments, as well as individual businesses along Roswell Road.

²⁷ https://library.municode.com/ga/sandy_springs/codes/technical_manuals?nodeId=S9LIUT



Improvements Upon Redevelopment

If a parcel along Roswell Road is redeveloped, or if the owner desires to make substantial improvements to the parcel, then the Community Development Department requires the developer/owner to adhere to updated standards in the Development Code and Technical Manual. The City's Development Code and Technical Manual provides access standards for new developments or redevelopment along Roswell Road. The following conditions would trigger nonconforming access features to be brought into conformance:

- A change in land use or increase in land use intensity that would increase trip generation
- Substantial building expansions or improvements
- Request for new driveway permits

Any requests for new access or changes in access requires an approved permit from GDOT and must be incorporated into construction drawings before a land disturbance permit is issued.

The City has incorporated several best practices into access standards, including the following provisions:

- Driveway spacing standards vary by speed limit; for Roswell Road, the minimum spacing is 300 feet, which corresponds to speed limits ranging from 35 to 45 miles per hour. These exceed GDOT's driveway spacing standards.
- The developer must dedicate the right-of-way in accordance with the street classifications shown on the long-range road classification map of the Comprehensive Plan and as provided in the Technical Manual.
- Properties that redevelop must provide an interparcel connection to adjacent properties, unless there are uses that should not mix.
- The developer is required to construct a deceleration lane at each driveway that meets the average daily traffic (ADT) or right-turning volumes shown in Table 3-3 of the Technical Manual.²⁸ Where the posted speed limit along Roswell Road is 35 miles per hour (mph), the deceleration lane should have full-width storage of 100 feet with a taper of 50 feet. Where the posted speed limit along Roswell Road is 45 miles per hour (mph), the deceleration lane should have full-width storage of 175 feet with a taper of 100 feet.

Upon review of the Development Code and Technical Manual, it is recommended that the City consider incorporating additional best practices in access management described below.

Street Framework Map

Section 2 of the Technical Manual includes a Street Framework and Mobility Map, which provides a typical section for major roadways in the City, including the width of right-of-way in the public realm; width of the walkway and/or bikeway, street planting zone and maintenance strip; width of curb and gutter and travel lanes; and width of on-street parking lanes, turn lanes/medians, transit

²⁸ https://library.municode.com/ga/sandy_springs/codes/technical_manuals?nodeId=S3RODEPA



lanes, and utility zones, as applicable. For Roswell Road, these requirements are not consistent with recommendations from the Roswell Small Area Plan or the vetted cross sections from the Roswell Road Access Management Plan. Within this section, the cross-section standards for Roswell Road should be updated to accommodate the recommended access management improvements, including updating the width of the maintenance strip, sidewalk width, landscaped buffer, curb and gutter, travel lanes, median, and turn lanes within required cross-sections. This reconciliation could also be accomplished by requiring a ROW dedication instead of a specified cross section. The ROW requirements for each section in the corridor are shown in Appendix A.

Driveway Access

The following statements are recommended to be added to codify best practices in the placement of new driveways:

- Access that serves only one parcel should be considered an option only in instances where joint-use or cross-access is infeasible due to topographic or other physical constraints.
- Adjacent parcels that are being redeveloped and have common ownership should be required to share a common driveway. If a property adjacent to the development site is already developed and under different ownership, the driveway should be placed near the property line, so that if the adjacent property redevelops, the driveway would serve both developments.
- Driveways should be placed outside of the area of influence²⁹ of adjacent intersections, or as far from the intersection as possible. Access along side-streets should be prioritized over access to Roswell Road close to intersections.
- Driveway width should be limited to the width necessary to accommodate the wheel-path of the design vehicle for one-way or two-way traffic as designed. Limiting the width of the throat, or width of the driveway, helps to minimize the conflict area for pedestrians crossing the driveway, helping to create a more walkable environment. The driveway width must also conform to GDOT standards as noted in Section 4.2 of the Regulations for Driveway & Encroachment Control Manual.
- Where ROW is reserved for a future median, the driveway must be restricted to right in/right out either at the time of the development or at the time of the median installation.

²⁹ According to the TRB Access Management Manual, the area of influence associated with a driveway includes the functional area of the intersection (defined by the extent of auxiliary lanes), as well as the impact length (the distance back from a driveway at which vehicles begin to be affected), the perception-reaction distance of the driver, and the car length.



Pedestrian Facilities

The following statements are recommended to be added to codify best practices for the development of pedestrian facilities on the redeveloped sites:

- Site configurations should separate pedestrian and vehicular circulation areas to the extent possible, minimizing unmarked crossings of parking lots.
- Site configurations should facilitate direct pedestrian access between the sidewalk on the major roadway and the development; for example, a crosswalk that extends directly from the sidewalk through a parking lot, protected from other vehicles by bollards or landscaping.
- Pedestrian access should be required between adjacent parcels, as long as the uses are compatible.
- The Technical Manual requires developments that are anticipated to generate 100 or more trips during the peak hour, to submit a traffic impact study. The traffic study should include a pedestrian analysis that would project the demand for pedestrian traffic at the site. If a significant amount of pedestrian traffic is projected, and there are not adjacent pedestrian crossings, then the developer may be required to construct a mid-block crossing adjacent to the development. The location and design features of the mid-block crossing would be determined based on the guidelines and outcomes of the engineering study as specified in the Manual on Uniform Traffic Control Devices (MUTCD) and the GDOT Pedestrian and Streetscape Guide.

Coordination with MARTA for Bus Stop Relocation

If a new development or redevelopment along Roswell Road generates a greater number of pedestrian crossings, then MARTA will consider relocating/consolidating bus stops in the area to better serve transit riders. MARTA will also consider relocating bus stops to better align with planned mid-block crossings, in order to facilitate safe roadway crossings for transit riders. MARTA is currently in the process of developing guidance on the placement of bus stops; when this guidance is available, the City can codify guidance and consider what improvements developers will need to make curbside or on-site to facilitate adjacent bus stops.

Long-Term Corridor Vision

In the long-term, the access management alternative will be supplemented by corridor-wide safety and access improvements for Roswell Road, including potential new streets to create a more connected and more efficient grid of roadways, new traffic signals to help facilitate safer left-turns in nodes that are projected to redevelop, and additional mid-block crossings to foster a safer and more walkable environment for pedestrians and transit users. The long-term vision is presented in Appendix D.



Intergovernmental Coordination

Because Roswell Road is a state route (SR 9), the City has closely coordinated with GDOT during the development of the Roswell Road Access Management Plan. The project management team includes representatives from Traffic Operations division of the GDOT District 7 Office, who have provided guidance on the development of the design and confirmed that the design components are consistent with GDOT guidelines and standards. The City will also work closely with GDOT District 7 to conduct more detailed studies at the locations identified for mid-block crossings, particularly for locations where pedestrian counts do not yet meet warrants. Furthermore, as developers apply for driveway permits along Roswell Road, GDOT District 7 will refer to the Roswell Road Access Management Plan when considering approval for new driveway access. The City will continue coordination with GDOT District 7 moving forward as projects advance to concept and design. In the near-term, this includes the opportunity to advance access management improvements on Roswell Road between I-285 and Hammond Drive, in concert with the upcoming I-285/Roswell Road Innovative Interchange Scoping Study.³⁰

The City has also consulted with GDOT Office of Planning on the Roswell Road Access Management Plan. The Office of Planning indicated that they are supportive of access management efforts along state routes, and that the completed plan will serve as source of potential projects when the Office is considering new projects to program. The Office of Planning is supportive of innovative treatments such as RCUTs to improve safety and mobility along corridors. The recommendations from corridor-wide plans on state routes, such as the Roswell Road Access Management Plan, serve as a repository for potential projects that the Office of Planning can refer to when programming improvements along state roadways.

The City will continue to coordinate with the GDOT District 7 Office and GDOT Office of Planning for the further study of access management and pedestrian improvements, programming of projects, development of project concepts, and driveway permitting along Roswell Road.

³⁰ The City of Sandy Springs was recently awarded funds by the Atlanta Regional Commission to conduct a scoping study for improvements at the I-285/Roswell Road interchange. This study has been programmed through state and federal funding sources.



Appendix A: Right-of-Way Requirements for Access Management Alternative

Table 12. Right-of-Way (ROW) Requirements for Access Management Alternative

Begin	End	ROW Required (feet)
Meadowbrook Drive	Windsor Parkway	90
Windsor Parkway	Long Island Drive	90
Long Island Drive	Mount Paran Road	90
Mount Paran Road	Glenridge Drive	90
Glenridge Drive	Peruca Place/Prado	90
Peruca Place/Prado	I-285 EB Ramps	87
I-285 WB Ramps	Hammond Drive	97
Hammond Drive	Johnson Ferry Road	86
Johnson Ferry Road	Chaseland Road	97
Chaseland Road	Abernathy Road	97
Abernathy Road	Spalding Drive	117
Spalding Drive	Dalrymple Road	117
Dalrymple Road	Trowbridge Road	117
Trowbridge Road	Grogans Ferry Road	117
Grogans Ferry Road	Tahoma Drive	117
Tahoma Drive	Northridge Road	117
Northridge Road	Hightower Trail	117
Hightower Trail	Dunwoody Place	117

Note: Right-of-way (ROW) width does not include dimensions for turn lanes and deceleration lanes.



Appendix B: Ranked Project List

Table 13. Ranked Project List

Begin	End	Rank Based on Crash Rate	Rank Based on Safety Benefit	Rank Based on Increase In Travel Time	Rank Based on Improvement In Driveway Compliance	Rank Based on Pedestrian Accommodations	Weighted Ranking of all Effectiveness Metrics	Rank Based on all Effectiveness Metrics
Peruca Place/Prado	I-285 EB Ramps	1	6	3	7	11	5	1
I-285 WB Ramps	Hammond Drive	2	4	12	6	11	5	2
Johnson Ferry Road	Chaseland Road	10	2	6	1	11	6	3
Northridge Road	Hightower Trail	7	7	4	11	4	7	4
Trowbridge Road	Grogans Ferry Road	14	1	9	14	4	7	5
Hammond Drive	Johnson Ferry Road	3	11	10	4	11	8	6
Hightower Trail	Dunwoody Place	11	9	15	2	4	9	7
Windsor Parkway	Long Island Drive	16	3	14	5	11	9	8
Chaseland Road	Abernathy Road	15	5	18	9	4	10	9
Grogans Ferry Road	Tahoma Drive	12	10	5	17	4	10	10
Mount Paran Road	Glenridge Drive	9	13	2	10	11	10	11
Tahoma Drive	Northridge Road	4	14	7	17	11	10	12
Meadowbrook Drive	Windsor Parkway	6	15	11	3	17	11	13
Dalrymple Road	Trowbridge Road	5	16	13	13	11	12	14
Spalding Drive	Dalrymple Road	13	12	8	12	11	12	15
Abernathy Road	Spalding Drive	18	8	17	17	4	12	16
Glenridge Drive	Peruca Place/Prado	8	17	1	17	17	13	17
Long Island Drive	Mount Paran Road	17	18	16	8	17	16	18



Appendix C: Project Benefits and Costs

(replacing with separate PDF table)

Roswell Road North - Long-Term Corridor Vision



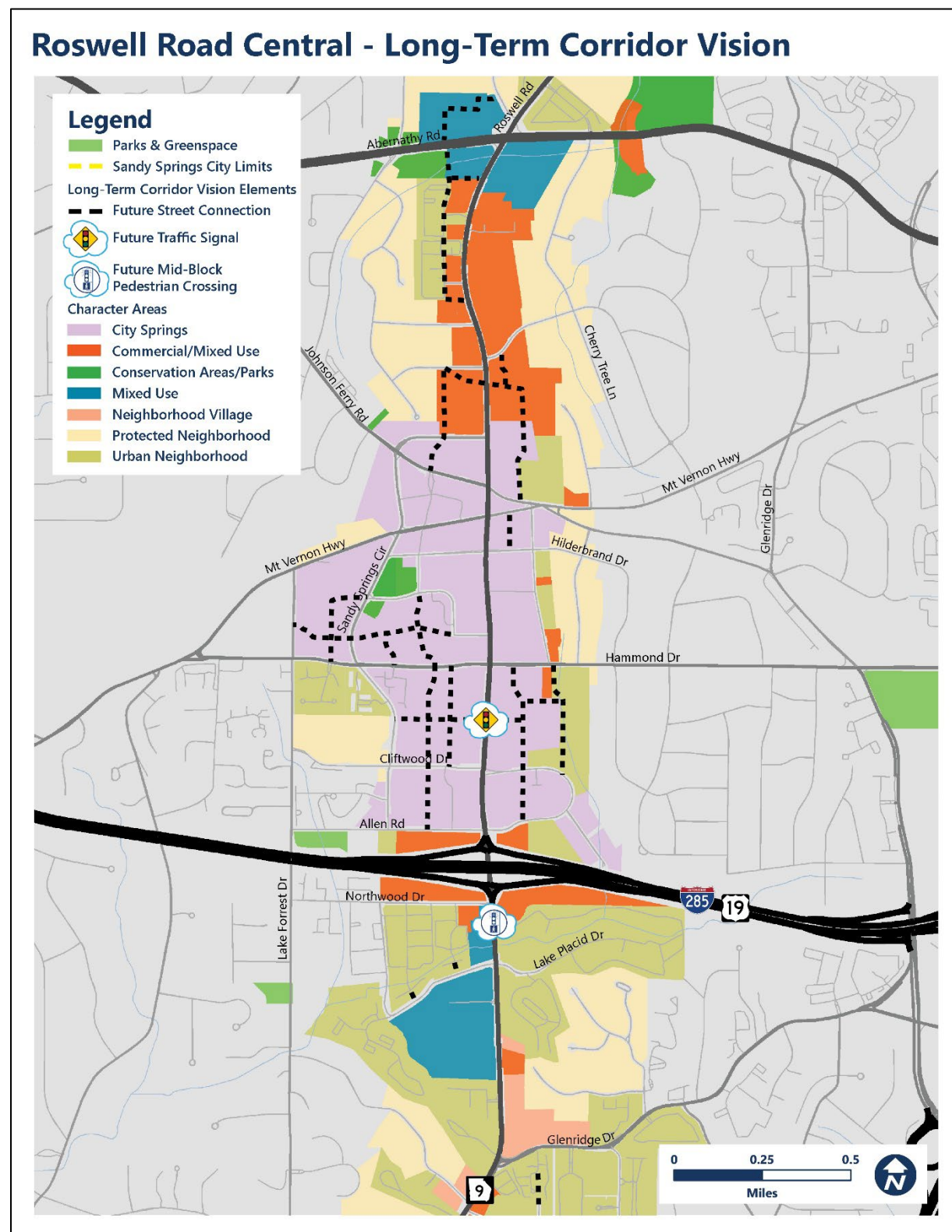


Figure 17. Long-Term Corridor Vision for Roswell Road Central

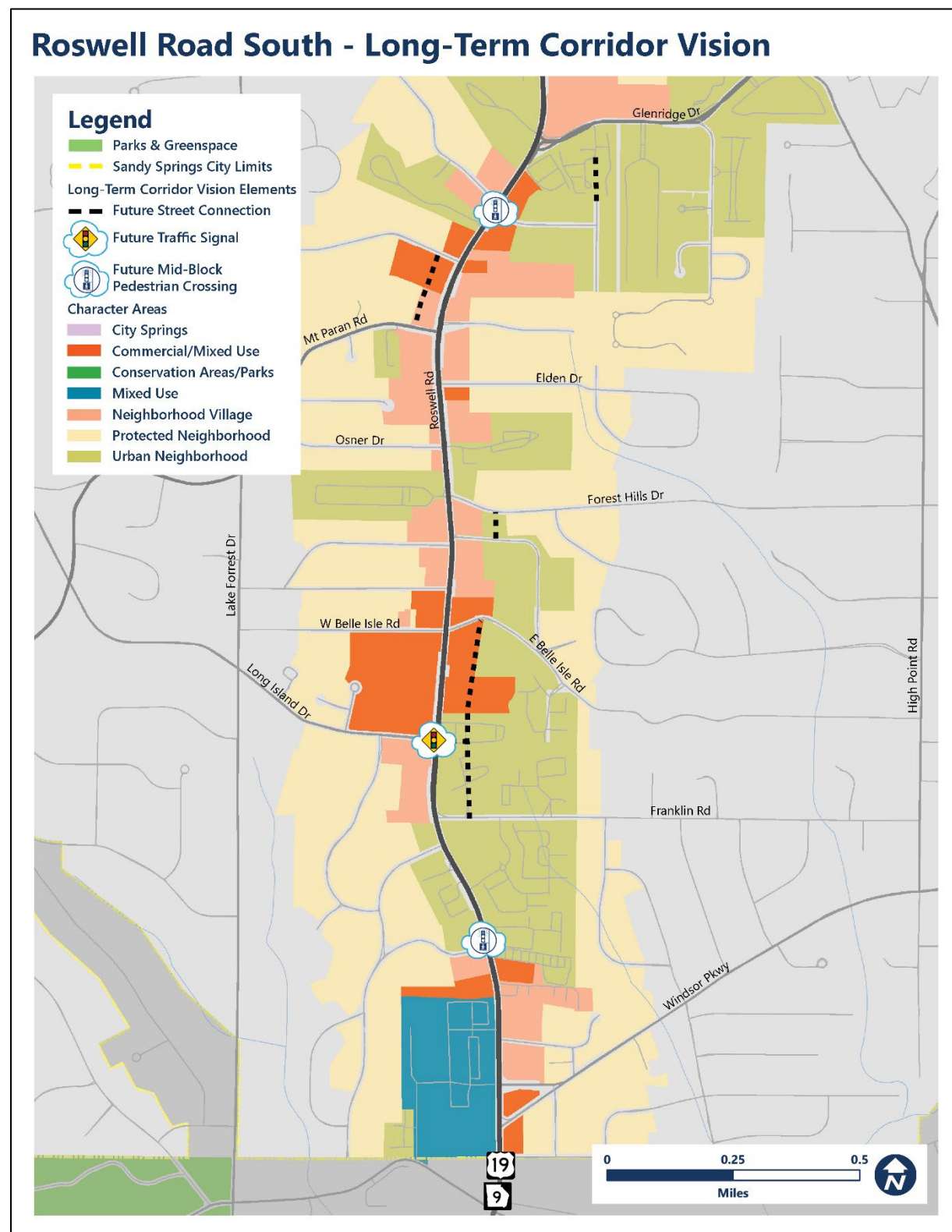


Figure 18. Long-Term Corridor Vision for Roswell Road South



Appendix E: Sample Rendering for Priority Segment Project



Figure 19. Visual Rendering of Segment Project (RCUT Design)

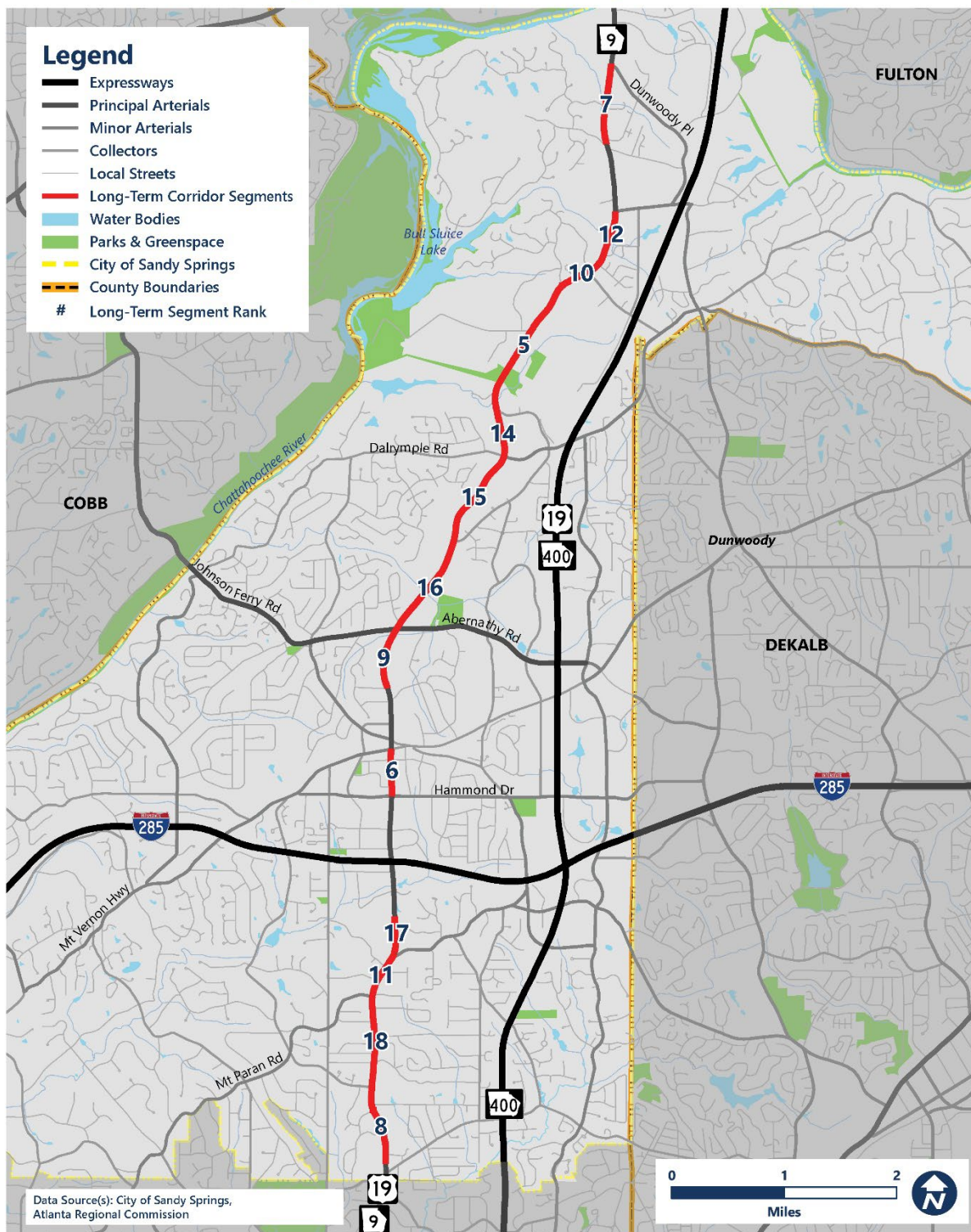


Figure 20. Visual Rendering of Segment Project (Traffic Signal)



Appendix F: Long-Term Projects

Roswell Road Long-Term Corridor Segment Projects





Appendix G: Access Management Alternative

South of Pitts Road/Ison Road to Glisen Avenue



Page 211 of 265

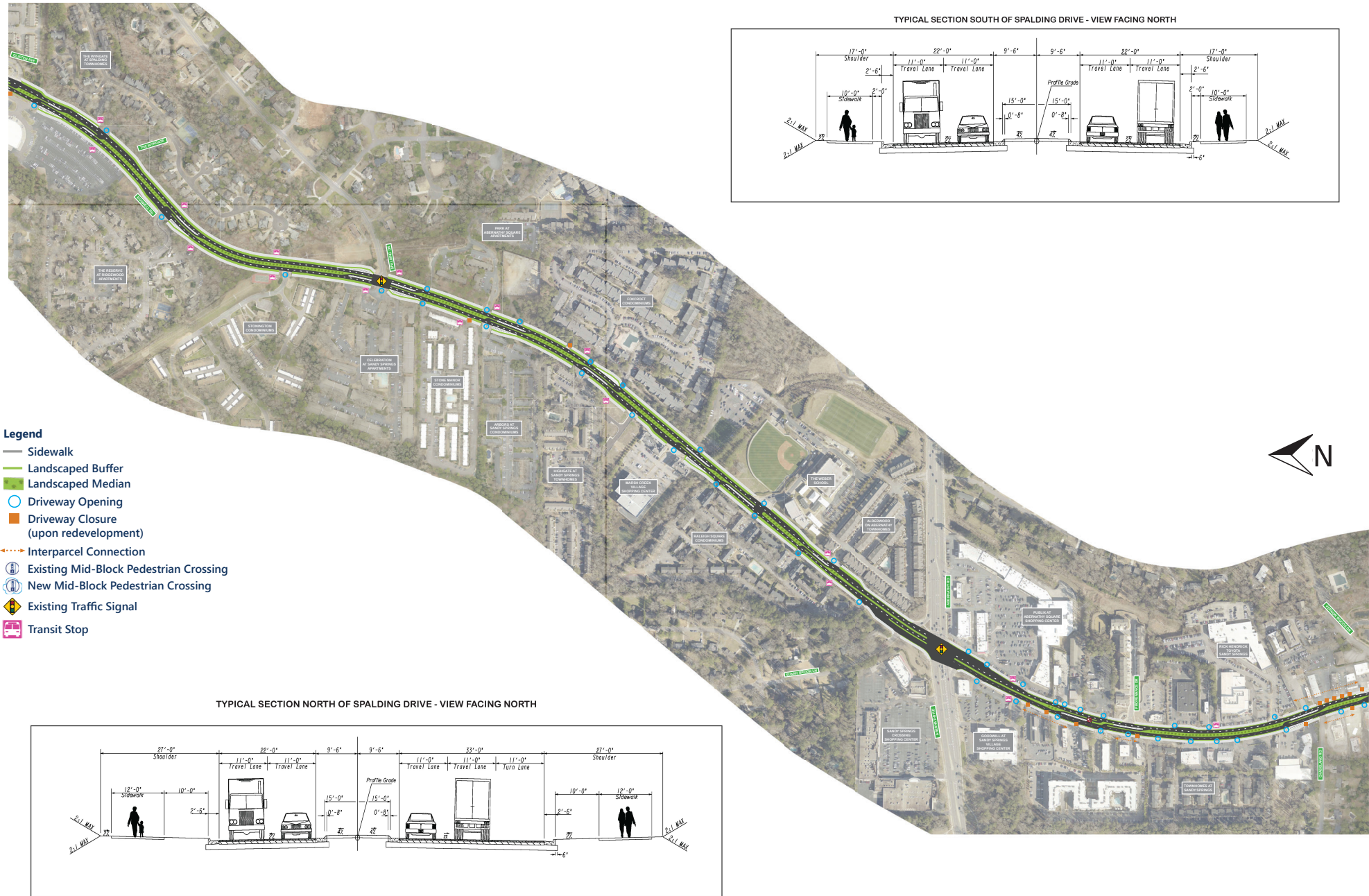
Roswell Road Access Management Plan

Access Management Alternative (3 of 6)



SANDY SPRINGS™
GEORGIA

Glisten Avenue to South of Chaseland Road



Roswell Road Access Management Plan

Access Management Alternative (4 of 6)



SANDY SPRINGS™
GEORGIA

South of Chaseland Road to Prado Shopping Center



- Legend**
- Sidewalk
 - Landscaped Buffer
 - Landscaped Median
 - Driveway Opening
 - Driveway Closure (upon redevelopment)
 - Interparcel Connection
 - ⓘ Existing Mid-Block Pedestrian Crossing
 - ⓘ New Mid-Block Pedestrian Crossing
 - ⚡ Existing Traffic Signal
 - ⚡ Proposed Traffic Signal
 - 🚏 Transit Stop

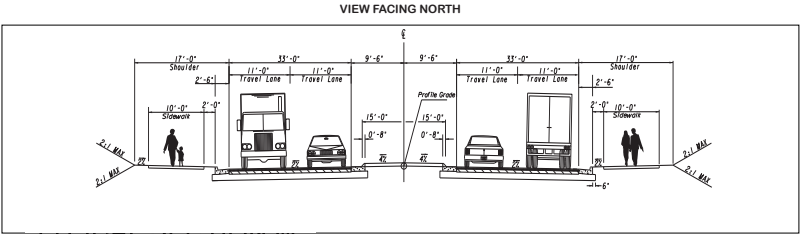


Figure 24. Access Management Alternative (4 of 6)

Roswell Road Access Management Plan

Access Management Alternative (5 of 6)



SANDY SPRINGS™
GEORGIA

Prado Shopping Center to Township Parkway

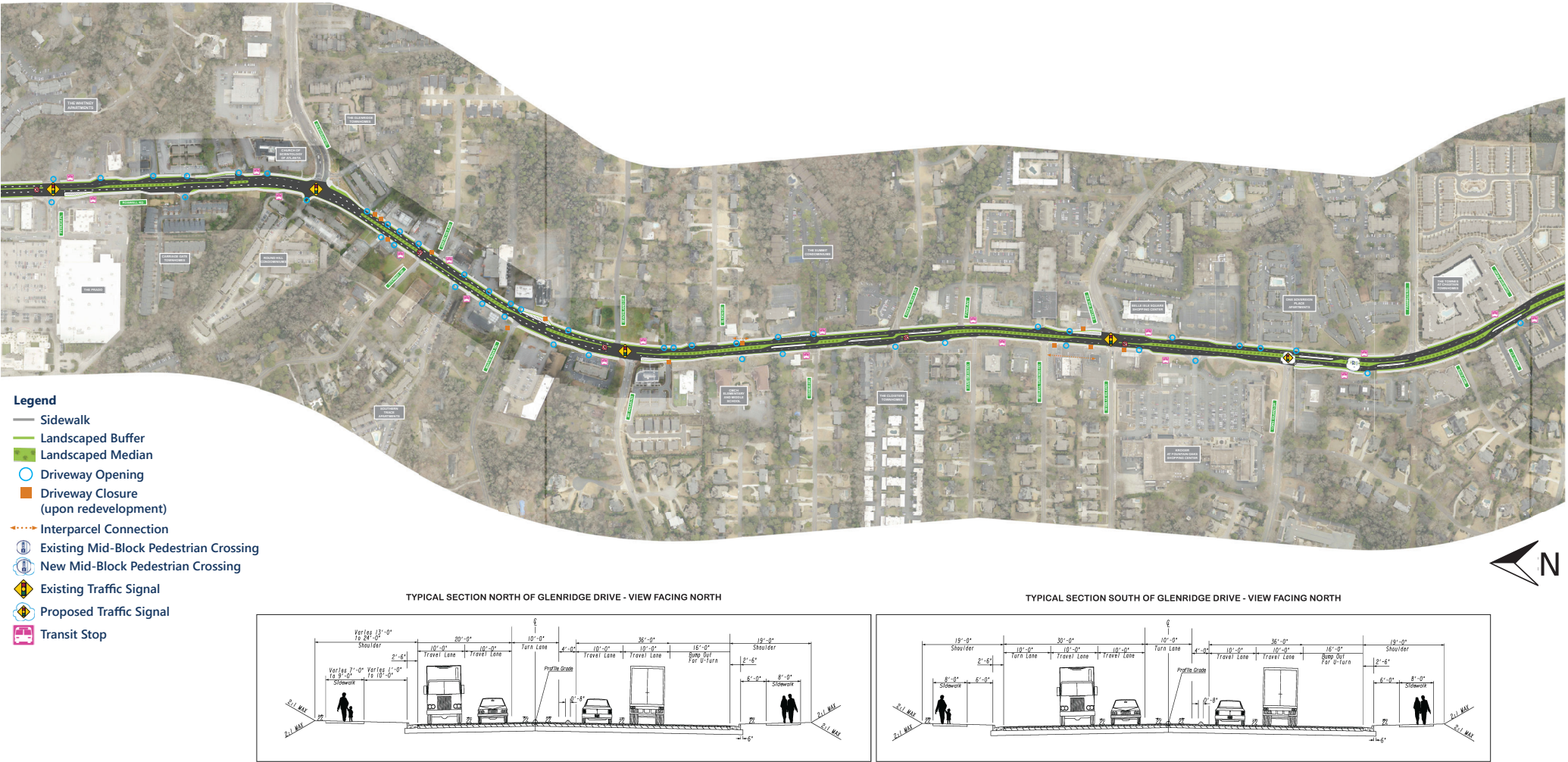


Figure 25. Access Management Alternative (5 of 6)

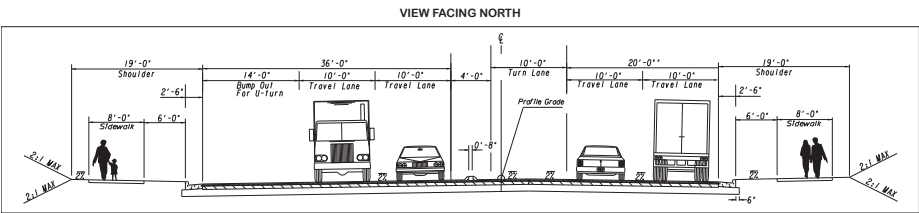
Roswell Road Access Management Plan

Access Management Alternative (6 of 6)



SANDY SPRINGS™
GEORGIA

Township Parkway to Meadowbrook Drive



Legend

- Sidewalk
- Landscaped Buffer
- Landscaped Median
- Driveway Opening
- Driveway Closure (upon redevelopment)
- Interparcel Connection
- Existing Mid-Block Pedestrian Crossing
- New Mid-Block Pedestrian Crossing
- Existing Traffic Signal
- Proposed Traffic Signal
- Transit Stop

Figure 26. Access Management Alternative (6 of 6)

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ADOPT THE ROSWELL ROAD ACCESS MANAGEMENT PLAN

WHEREAS, the City adopted the Roswell Road Small Area Plan in 2016, which established a vision for Roswell Road as a “boulevard” with safer access for motorists, pedestrians, and cyclists;

WHEREAS, the planning process advanced these ideas of the Roswell Road Small Area Plan by completing a comprehensive analysis of safety deficiencies and developing an implementation plan;

WHEREAS, there has been extensive public engagement in the planning process, and the public feedback received has been taken into consideration for this plan;

WHEREAS, there is a need to prioritize access management improvements and provide implementation guidance for both redevelopment and capital projects.

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

That the City of Sandy Springs receive, accept and adopt the Roswell Road Access Management Plan presented on February 21, 2023.

RESOLVED this the 21st day of February, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)



SANDY SPRINGS
GEORGIA

FINANCIAL HIGHLIGHTS FY 2023
DECEMBER 31, 2022

UNAUDITED

NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year are at 70.68 of the adopted budget. We are at 50.00% of the fiscal year.
- ▶ General Fund Expenditures for the fiscal year are at 44.47% of the adopted budget. We are at 50.00% of the fiscal year.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$42,150,732	\$42,500,000	99.18%	
Motor Vehicle Tax	\$33,320	\$80,000	41.65%	<--These two will be adjusted as the rate at which the <-- old MVT phases out and the new TAVT increases
Motor Vehicle TAVT	\$1,856,641	\$3,750,000	49.51%	
Local Option Sales Tax	\$14,670,875	\$26,500,000	55.36%	
Business Occupational Tax	\$1,095,066	\$9,750,000	11.23%	
Insurance Premium Tax	\$8,782,622	\$7,700,000	114.06%	Payment normally received October of each year
Building Permits	\$1,661,431	\$2,000,000	83.07%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$471,638	\$598,836	78.76%	Includes all departments and is semi-annual



CASH AND INVESTMENTS
THROUGH PERIOD 06, DECEMBER FY 2023

UNAUDITED**TRUIST**

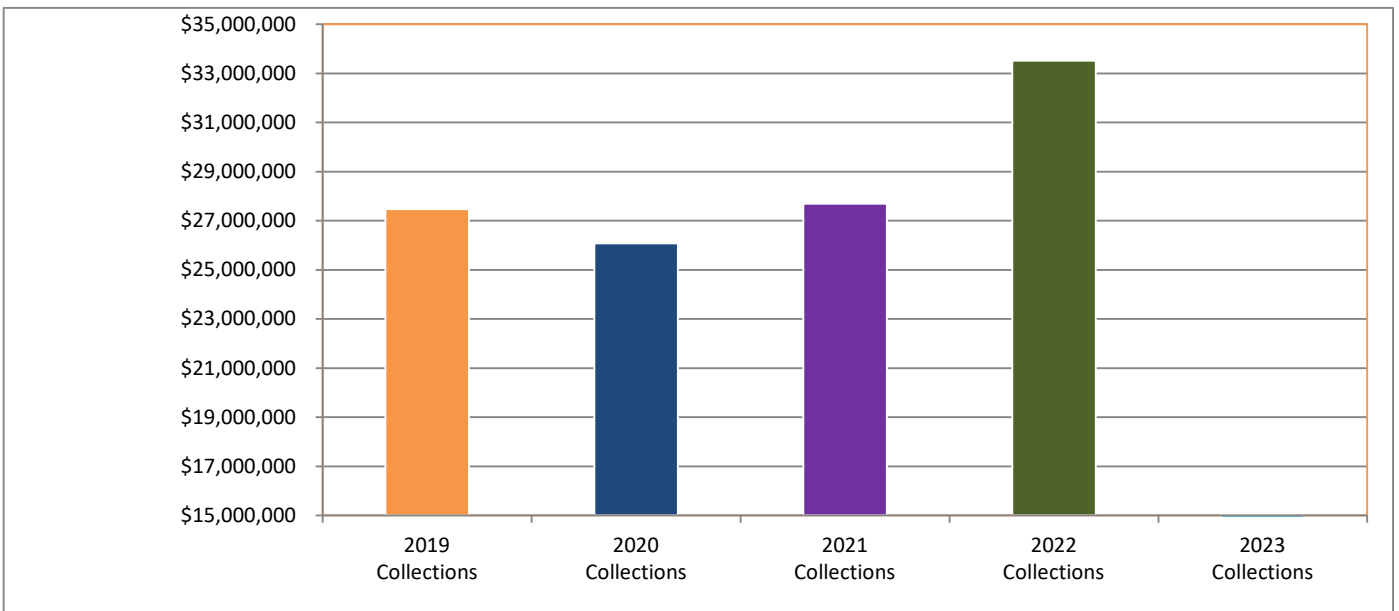
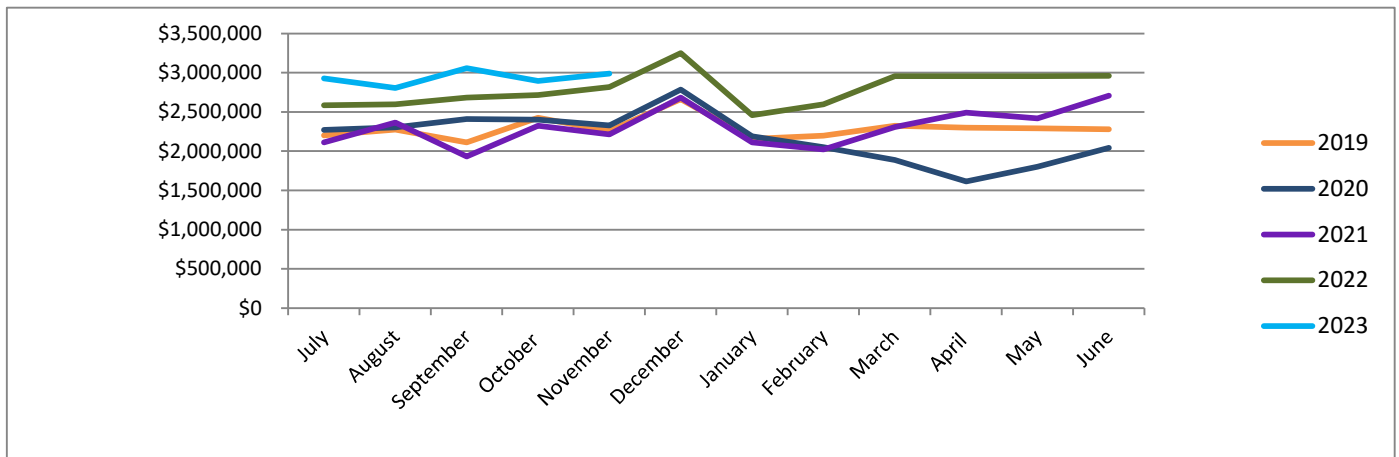
OPERATING ACCOUNT	\$38,777,914
COMMUNITY DEVELOPMENT ESCROW	2,815,035
POLICE - CUSTODIAL ESCROW	16,962
POLICE - FEDERAL FORFEITURE	275,984
POLICE - STATE SEIZED RESTRICTED	356,631
POLICE - STATE SEIZED UNRESTRICTED	189,164
POLICE - FEDERAL SEIZED TREASURY FUND	68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	90,493
HOTEL / MOTEL TAX ACCOUNT	382,145
COURT SERVICES	609,869
IMPACT FEE ACCOUNT	6,315,983
TREE FUND ACCOUNT	1,387,334
HOSPITALITY BOARD	1,875,364
TSPLOST FUND 2016 & 2021	64,060,382
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	801,390
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	1,519,413
PAC OPERATING, EVENTS ACCOUNT & SPONSORSHIPS	3,271,482
TOTAL TRUIST	\$122,814,108

GEORGIA FUND ONE	\$102,021,155
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$102,021,397

TOTAL CASH AND CASH EQUIVALENTS	\$224,835,505
--	----------------------

**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 06, DECEMBER FY 2023**

	2019 Collections	2020 Collections	2021 Collections	2022 Collections	2023 Collections	% Change from Prior Year
July	\$2,199,602	\$2,271,667	\$2,112,938	\$2,582,424	\$2,927,024	13.34%
August	2,275,504	2,300,996	2,364,510	2,595,359	2,802,887	8.00%
September	2,109,943	2,407,613	1,934,144	2,681,668	3,057,481	14.01%
October	2,423,979	2,401,716	2,325,366	2,712,731	2,895,773	6.75%
November	2,259,523	2,326,390	2,214,592	2,817,297	2,987,710	6.05%
December	2,663,619	2,782,971	2,681,846	3,248,894		
January	2,155,711	2,188,945	2,111,802	2,457,273		
February	2,197,080	2,051,568	2,020,770	2,595,963		
March	2,321,849	1,886,719	2,308,276	2,953,513		
April	2,299,086	1,615,942	2,489,800	2,954,959		
May	2,290,253	1,800,673	2,417,257	2,956,023		
June	2,279,757	2,040,463	2,705,025	2,958,293		
	\$27,475,907	\$26,075,662	\$27,686,326	\$33,514,398	\$14,670,875	-56.23%



**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	6,232,917	42,150,732	42,500,000	99.18 %
100-0000-90-311310	MOTOR VEHICLE	6,362	33,320	80,000	41.65 %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	367,439	1,856,641	3,750,000	49.51 %
100-0000-90-311340	INTANGIBLES	57,646	302,109	900,000	33.57 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	40,066	155,638	650,000	23.94 %
100-0000-90-311710	ELECTRIC FRANCHISE TAX	-	-	5,800,000	- %
100-0000-90-311730	GAS FRANCHISE TAX	-	228,080	700,000	32.58 %
100-0000-90-311750	CABLE TV FRANCHISE TAX	-	348,679	1,300,000	26.82 %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	301	39,195	150,000	26.13 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	4,380	162,801	400,000	40.70 %
100-0000-90-313100	LOCAL OPTION SALES TAX	2,987,710	14,670,875	26,500,000	55.36 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	129,667	462,678	1,000,000	46.27 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	72,228	290,660	500,000	58.13 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	499,540	1,095,066	9,750,000	11.23 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	-	-	50,000	- %
100-0000-90-316200	INSURANCE PREMIUM TAX	-	8,782,622	7,700,000	114.06 %
	TOTAL TAXES	10,398,257	70,579,096	101,730,000	69.38 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	137,463	646,480	700,000	92.35 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	5,880	42,476	90,000	47.20 %
100-0000-60-322210	PLANNING/ZONING FEES	3,853	53,909	100,000	53.91 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	22,465	132,674	250,000	53.07 %
100-0000-60-323120	BUILDING PERMITS	162,482	1,661,431	2,000,000	83.07 %
100-0000-60-323130	PLUMBING PERMITS	-	3,361	7,000	48.02 %
100-0000-60-323140	ELECTRICAL PERMITS	-	4,583	20,000	22.91 %
100-0000-60-323160	HVAC PERMITS	-	18,290	50,000	36.58 %
100-0000-60-323920	BLDG REINSPECTION FEE	725	1,975	5,000	39.50 %
	TOTAL LICENSES & PERMITS	332,867	2,565,179	3,222,000	79.61 %
100-0000-60-341320	DEVELOPMENT IMPACT FEES	998	39,770	-	- %
100-0000-30-342900	FALSE ALARM FEES	-	650	20,000	3.25 %
100-0000-30-342910	OTHER PUBLIC SAFETY FEES	-	15,000	-	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	11,760	70,560	141,120	50.00 %
100-0000-10-346900	SPECIAL EVENT FEES	100	7,650	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	22,500	37,500	75,000	50.00 %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	763	21,855	50,000	43.71 %
100-0000-50-347900	SSTC CONTRACT	10,000	62,300	100,000	62.30 %
100-0000-50-347910	FACILITY RENTALS	10,453	76,135	100,000	76.14 %
	TOTAL CHARGES & FEES	56,573	331,419	486,120	68.18 %
100-0000-20-351170	MUNICIPAL COURT	167,176	1,276,701	2,300,000	55.51 %
	TOTAL FINES & FORFEITURES	167,176	1,276,701	2,300,000	55.51 %
100-0000-90-361000	INTEREST REVENUE	322,200	1,110,830	120,000	925.69 %
	TOTAL INVESTMENT INCOME	322,200	1,110,830	120,000	925.69 %
100-0000-90-349900	OTHER CHGS FOR SERVICES	7,777	30,761	65,000	47.33 %
100-0000-40-381000	RENTAL REVENUE	43,363	212,009	275,000	77.09 %
100-0000-40-381010	MARTA ADVERTISING CONTRAC	-	121,222	-	- %
100-0000-90-389000	MISCELLANEOUS REVENUE	30,364	155,563	100,000	155.56 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	2,410	31,940	40,000	79.85 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	27,786	218,241	70,000	311.77 %
	TOTAL MISCELLANEOUS	111,700	769,736	550,000	139.95 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	109,140	581,989	999,600	58.22 %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	6,488	37,042	75,000	49.39 %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	-	182,700	- %
100-0000-90-392100	SALE OF ASSETS	4,606	5,331	25,000	21.32 %
	TOTAL OTHER FINANCING SOURCES	120,235	624,362	1,282,300	48.69 %
100-0000-40-334100	STATE MATCHING GRANTS	-	266,972	-	- %
	TOTAL OTHER REVENUES	-	266,972	-	- %
	TOTAL REVENUES	\$11,509,007	\$77,524,294	\$109,690,420	70.68 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	12,333	61,667	148,000	41.67 %
100-1310-10-512104	LIFE INSURANCE	51	306	-	- %
100-1310-10-512200	SOCIAL SECURITY	695	3,476	9,176	37.88 %
100-1310-10-512300	MEDICARE	163	813	2,146	37.88 %
100-1310-10-512600	UNEMPLOYMENT TAX	3	17	740	2.26 %
100-1310-10-512700	WORKERS' COMPENSATION	-	203	296	68.66 %
Salaries & Benefits		13,246	66,482	160,358	41.46 %
100-1310-10-523200	COMMUNICATIONS	347	2,083	4,400	47.35 %
100-1310-10-523500	TRAVEL	78	1,304	10,000	13.04 %
100-1310-10-523600	DUES & FEES	360	5,360	43,000	12.47 %
100-1310-10-523700	EDUCATION/TRAINING	950	1,640	5,000	32.80 %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	-	829	3,000	27.62 %
100-1310-10-531300	HOSPITALITY	-	1,932	14,000	13.80 %
Operations & Capital		1,734	13,148	79,400	16.56 %
TOTAL CITY COUNCIL		14,980	79,630	239,758	33.21 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	59,236	271,778	713,329	38.10 %
100-1320-10-511110	BONUSES	-	-	19,525	- %
100-1320-10-512101	HEALTH INSURANCE	3,280	20,741	63,986	32.41 %
100-1320-10-512102	DISABILITY INSURANCE	45	449	2,854	15.72 %
100-1320-10-512103	DENTAL INSURANCE	209	1,498	5,577	26.86 %
100-1320-10-512104	LIFE INSURANCE	92	878	6,883	12.76 %
100-1320-10-512200	SOCIAL SECURITY	1,140	8,610	44,226	19.47 %
100-1320-10-512300	MEDICARE	837	3,857	10,343	37.29 %
100-1320-10-512401	RETIREMENT 401A	6,217	36,962	102,779	35.96 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	1,877	12,470	34,295	36.36 %
100-1320-10-512600	UNEMPLOYMENT TAX	-	-	1,000	- %
100-1320-10-512700	WORKERS' COMPENSATION	-	951	1,427	66.64 %
Salaries & Benefits		72,934	358,193	1,006,224	35.60 %
100-1320-10-523200	COMMUNICATIONS	126	1,153	5,040	22.88 %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	1,011	4,001	6,200	64.53 %
100-1320-10-523600	DUES & FEES	12	5,066	13,790	36.74 %
100-1320-10-523700	EDUCATION/TRAINING	-	1,554	10,495	14.81 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	669	1,692	5,000	33.85 %
100-1320-10-531300	HOSPITALITY	-	1,136	4,000	28.41 %
Operations & Capital		1,819	14,602	45,025	32.43 %
TOTAL CITY MANAGER		74,753	372,796	1,051,249	35.46 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	29,035	110,881	312,825	35.45 %
100-1330-10-511110	BONUSES	-	-	10,275	- %
100-1330-10-512101	HEALTH INSURANCE	3,526	20,884	54,513	38.31 %
100-1330-10-512102	DISABILITY INSURANCE	280	524	2,284	22.93 %
100-1330-10-512103	DENTAL INSURANCE	210	1,257	3,901	32.22 %
100-1330-10-512104	LIFE INSURANCE	582	1,081	2,213	48.83 %
100-1330-10-512200	SOCIAL SECURITY	1,647	6,269	19,395	32.32 %
100-1330-10-512300	MEDICARE	385	1,466	4,536	32.32 %
100-1330-10-512401	RETIREMENT 401A	2,512	11,233	37,539	29.92 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	1,449	5,507	15,641	35.21 %
100-1330-10-512600	UNEMPLOYMENT TAX	-	-	1,000	- %
100-1330-10-512700	WORKERS' COMPENSATION	-	439	626	70.05 %
Salaries & Benefits		39,626	159,540	464,748	34.33 %
100-1330-10-521300	TECHNICAL SERVICES	155	54,171	57,900	93.56 %
100-1330-10-523200	COMMUNICATIONS	187	857	2,200	38.97 %
100-1330-10-523300	ADVERTISING	-	-	2,000	- %
100-1330-10-523400	PRINTING & BINDING	-	-	10,000	- %
100-1330-10-523500	TRAVEL	-	194	3,500	5.54 %
100-1330-10-523600	DUES & FEES	145	2,416	2,250	107.38 %
100-1330-10-523700	EDUCATION/TRAINING	815	1,715	3,450	49.71 %
100-1330-10-523900	CONTRACTUAL SERVICES	51	402	20,000	2.01 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	143	1,161	1,500	77.40 %
100-1330-10-531270	GASOLINE	-	-	1,000	- %
100-1330-10-531300	HOSPITALITY	36	192	500	38.32 %
Operations & Capital		1,532	61,108	104,300	58.59 %
TOTAL CITY CLERK		41,158	220,649	569,048	38.78 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	188,462	739,227	1,680,054	44.00 %
100-1500-10-511110	BONUSES	-	-	37,850	- %
100-1500-10-512101	HEALTH INSURANCE	11,321	66,093	201,913	32.73 %
100-1500-10-512102	DISABILITY INSURANCE	427	2,590	11,988	21.60 %
100-1500-10-512103	DENTAL INSURANCE	564	3,337	10,152	32.87 %
100-1500-10-512104	LIFE INSURANCE	875	5,301	13,280	39.92 %
100-1500-10-512200	SOCIAL SECURITY	10,331	43,775	104,163	42.03 %
100-1500-10-512300	MEDICARE	2,678	10,500	24,361	43.10 %
100-1500-10-512401	RETIREMENT 401A	15,332	69,939	201,606	34.69 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	8,285	32,520	84,003	38.71 %
100-1500-10-512600	UNEMPLOYMENT TAX	82	249	2,000	12.45 %
100-1500-10-512700	WORKERS' COMPENSATION	-	3,234	4,200	77.00 %
Salaries & Benefits		238,358	976,764	2,375,570	41.12 %
100-1500-10-521200	PROFESSIONAL SERVICES	459	4,772	25,000	19.09 %
100-1500-10-521210	PROF SVCS-AUDIT	7,000	47,000	70,000	67.14 %
100-1500-10-521300	TECHNICAL SERVICES	45	140,717	185,000	76.06 %
100-1500-10-523200	COMMUNICATIONS	235	1,619	6,000	26.98 %
100-1500-10-523300	ADVERTISING	-	5,450	10,000	54.50 %
100-1500-10-523400	PRINTING & BINDING	927	3,212	3,000	107.08 %
100-1500-10-523500	TRAVEL	-	-	7,000	- %
100-1500-10-523600	DUES & FEES	40	2,617	9,134	28.66 %
100-1500-10-523700	EDUCATION/TRAINING	-	1,056	15,000	7.04 %
100-1500-10-523900	CONTRACTUAL SERVICES	-	2,414	15,000	16.10 %
100-1500-10-523950	MERCHANT SVCS CHARGES	-	88	292	30.14 %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	175	1,468	7,500	19.57 %
100-1500-10-531300	HOSPITALITY	412	523	1,500	34.84 %
100-1500-10-531750	UNIFORMS	-	72	1,000	7.24 %
100-1500-10-542400	COMPUTER EQUIPMENT	-	-	7,000	- %
Operations & Capital		9,292	211,008	362,426	58.22 %
TOTAL FINANCE		247,650	1,187,773	2,737,996	43.38 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-511100	SALARIES	-	-	203,750	- %
100-1530-10-511110	BONUSES	-	-	3,050	- %
100-1530-10-512101	HEALTH INSURANCE	-	-	40,791	- %
100-1530-10-512102	DISABILITY INSURANCE	-	-	1,142	- %
100-1530-10-512103	DENTAL INSURANCE	-	-	2,371	- %
100-1530-10-512104	LIFE INSURANCE	-	-	1,710	- %
100-1530-10-512200	SOCIAL SECURITY	-	-	12,633	- %
100-1530-10-512300	MEDICARE	-	-	2,954	- %
100-1530-10-512401	401A RETIREMENT	-	-	24,450	- %
100-1530-10-512402	401A RETIREMENT-457 MATCH	-	-	10,188	- %
100-1530-10-512600	UNEMPLOYMENT TAX	-	-	200	- %
100-1530-10-512700	WORKERS' COMPENSATION	-	314	408	77.05 %
Salaries & Benefits		-	314	303,647	0.10 %
100-1530-10-521250	PROF SVCS-LEGAL	35,397	373,172	485,000	76.94 %
100-1530-10-521255	PROF SVCS-LITIGATION	(47,080)	347,508	450,000	77.22 %
Operations & Capital		(11,683)	720,680	935,000	77.08 %
TOTAL LEGAL SERVICES		(11,683)	720,994	1,238,647	58.21 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	170,727	700,668	1,506,827	46.50 %
100-1535-10-511110	BONUSES	-	-	32,550	- %
100-1535-10-512101	HEALTH INSURANCE	13,862	87,871	202,233	43.45 %
100-1535-10-512102	DISABILITY INSURANCE	378	1,990	9,705	20.51 %
100-1535-10-512103	DENTAL INSURANCE	591	4,248	10,528	40.35 %
100-1535-10-512104	LIFE INSURANCE	773	4,072	11,236	36.24 %
100-1535-10-512200	SOCIAL SECURITY	10,162	41,610	93,423	44.54 %
100-1535-10-512300	MEDICARE	2,377	9,731	21,849	44.54 %
100-1535-10-512401	401A RETIREMENT	11,929	66,470	180,819	36.76 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	6,407	30,214	75,341	40.10 %
100-1535-10-512600	UNEMPLOYMENT TAX	54	197	1,350	14.57 %
100-1535-10-512700	WORKERS' COMPENSATION	-	2,825	3,767	74.98 %
Salaries & Benefits		217,260	949,896	2,149,628	44.19 %
100-1535-10-521300	TECHNICAL SERVICES	1,681	461,589	777,500	59.37 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	-	145,389	243,000	59.83 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	7,509	37,729	92,000	41.01 %
100-1535-10-523200	COMMUNICATIONS	748	4,242	11,200	37.87 %
100-1535-10-523500	TRAVEL	-	1,073	7,000	15.33 %
100-1535-10-523600	DUES & FEES	42	1,537	6,000	25.61 %
100-1535-10-523700	EDUCATION/TRAINING	-	7,986	14,000	57.04 %
100-1535-10-523900	CONTRACTUAL SERVICES	-	775	15,000	5.17 %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	446	1,191	5,500	21.65 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	-	6,286	30,000	20.95 %
100-1535-10-531750	UNIFORMS	1,219	1,219	1,500	81.27 %
100-1535-10-542400	COMPUTER EQUIPMENT	-	-	10,000	- %
Operations & Capital		11,645	669,016	1,212,700	55.17 %
TOTAL INFORMATION SERVICES		228,905	1,618,912	3,362,328	48.15 %

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	44,089	180,219	373,080	48.31 %
100-1540-10-511110	BONUSES	-	-	11,800	- %
100-1540-10-512101	HEALTH INSURANCE	6,178	35,877	75,844	47.30 %
100-1540-10-512102	DISABILITY INSURANCE	91	548	2,284	24.01 %
100-1540-10-512103	DENTAL INSURANCE	308	1,849	3,994	46.29 %
100-1540-10-512104	LIFE INSURANCE	187	1,122	2,632	42.62 %
100-1540-10-512200	SOCIAL SECURITY	2,605	10,719	23,131	46.34 %
100-1540-10-512300	MEDICARE	610	2,508	5,410	46.35 %
100-1540-10-512401	401A RETIREMENT	4,090	19,269	44,770	43.04 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	1,491	6,708	18,654	35.96 %
100-1540-10-512600	UNEMPLOYMENT TAX	-	-	750	- %
100-1540-10-512700	WORKERS' COMPENSATION	-	485	746	64.99 %
Salaries & Benefits		59,649	259,304	563,095	46.05 %
100-1540-10-521200	PROFESSIONAL SERVICES	17,776	87,708	209,250	41.92 %
100-1540-10-523200	COMMUNICATIONS	181	1,091	1,500	72.74 %
100-1540-10-523500	TRAVEL	-	-	5,000	- %
100-1540-10-523600	DUES & FEES	-	50	2,600	1.92 %
100-1540-10-523700	EDUCATION/TRAINING	-	125	6,995	1.79 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	15	334	3,000	11.14 %
100-1540-10-531300	HOSPITALITY	85	841	10,000	8.41 %
Operations & Capital		18,057	90,149	238,345	37.82 %
TOTAL HUMAN RESOURCES		77,707	349,454	801,440	43.60 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	122,281	513,113	1,261,643	40.67 %
100-1565-10-511110	BONUSES	-	-	36,525	- %
100-1565-10-512101	HEALTH INSURANCE	12,075	70,913	197,968	35.82 %
100-1565-10-512102	DISABILITY INSURANCE	264	1,448	9,705	14.92 %
100-1565-10-512103	DENTAL INSURANCE	520	3,230	10,265	31.47 %
100-1565-10-512104	LIFE INSURANCE	540	2,982	10,220	29.18 %
100-1565-10-512200	SOCIAL SECURITY	6,283	28,944	78,222	37.00 %
100-1565-10-512300	MEDICARE	1,738	7,284	18,294	39.82 %
100-1565-10-512401	401A RETIREMENT	10,648	50,942	151,397	33.65 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	6,061	24,638	63,082	39.06 %
100-1565-10-512600	UNEMPLOYMENT TAX	-	43	2,000	2.13 %
100-1565-10-512700	WORKERS' COMPENSATION	-	8,394	12,616	66.53 %
Salaries & Benefits		160,411	711,931	1,851,937	38.44 %
100-1565-10-521200	PROFESSIONAL SERVICES	3,938	22,026	39,796	55.35 %
100-1565-10-521300	TECHNICAL SERVICES	-	93,575	104,587	89.47 %
100-1565-10-522100	CLEANING SERVICES	29,225	145,475	372,880	39.01 %
100-1565-10-522110	GARBAGE DISPOSAL	4,160	26,715	83,000	32.19 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	13,176	172,047	400,550	42.95 %
100-1565-10-522220	REP & MAINT-BUILDINGS	27,088	461,648	960,634	48.06 %
100-1565-10-522310	BUILDING OPERATING LEASE	26,639	159,836	325,000	49.18 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	5,416	16,387	34,000	48.20 %
100-1565-10-523200	COMMUNICATIONS	1,092	5,903	9,990	59.09 %
100-1565-10-523250	POSTAGE	5,693	12,322	39,000	31.60 %
100-1565-10-523700	EDUCATION/TRAINING	-	6,250	15,500	40.32 %
100-1565-10-523900	CONTRACTUAL SERVICES	28,102	113,232	334,887	33.81 %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	15,164	46,270	150,000	30.85 %
100-1565-10-531210	WATER	5,541	206,869	321,200	64.41 %
100-1565-10-531220	NATURAL GAS	173	38,785	86,126	45.03 %
100-1565-10-531230	ELECTRICITY	5,922	297,135	690,300	43.04 %
100-1565-10-531270	GASOLINE	-	-	50,000	- %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	-	1,877	10,000	18.77 %
100-1565-10-531750	UNIFORMS	1,031	4,341	12,000	36.17 %
100-1565-10-541200	SITE IMPROVEMENTS	-	67,074	200,000	33.54 %
100-1565-10-542400	COMPUTER EQUIPMENT	819	5,740	22,500	25.51 %
100-1565-10-579000	CONTINGENCIES	-	-	100,000	- %
Operations & Capital		173,179	1,903,507	4,361,950	43.64 %
TOTAL FACILITIES MANAGEMENT		333,590	2,615,438	6,213,887	42.09 %

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	54,754	236,632	683,034	34.64 %
100-1570-10-511110	BONUSES	-	-	16,075	- %
100-1570-10-512101	HEALTH INSURANCE	2,495	27,572	77,199	35.71 %
100-1570-10-512102	DISABILITY INSURANCE	102	894	3,996	22.37 %
100-1570-10-512103	DENTAL INSURANCE	167	1,834	5,060	36.24 %
100-1570-10-512104	LIFE INSURANCE	190	1,712	5,163	33.16 %
100-1570-10-512200	SOCIAL SECURITY	3,334	14,449	42,348	34.12 %
100-1570-10-512300	MEDICARE	780	3,379	9,904	34.12 %
100-1570-10-512401	401A RETIREMENT	4,460	23,797	81,964	29.03 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	2,738	11,465	34,152	33.57 %
100-1570-10-512600	UNEMPLOYMENT TAX	-	-	1,000	- %
100-1570-10-512700	WORKERS' COMPENSATION	-	1,500	2,049	73.21 %
Salaries & Benefits		69,019	323,234	961,944	33.60 %
100-1570-10-521200	PROF SERV - PUBLIC RELATIONS	-	16,057	117,500	13.67 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	50,038	300,227	604,000	49.71 %
100-1570-10-523200	COMMUNICATIONS	454	2,000	5,566	35.93 %
100-1570-10-523300	ADVERTISING	15	14,290	25,000	57.16 %
100-1570-10-523400	PRINTING & BINDING	583	921	7,500	12.28 %
100-1570-10-523500	TRAVEL	-	265	2,250	11.79 %
100-1570-10-523600	DUES & FEES	198	248	2,250	11.02 %
100-1570-10-523700	EDUCATION/TRAINING	-	25	5,250	0.48 %
100-1570-10-523900	CONTRACTUAL SERVICES	369	18,162	40,560	44.78 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	14,645	32,029	189,249	16.92 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	2,479	10,878	10,000	108.78 %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	91	214	5,000	4.28 %
100-1570-10-542400	COMPUTER EQUIPMENT	-	-	22,750	- %
Operations & Capital		68,871	395,316	1,037,375	38.11 %
TOTAL COMMUNICATIONS		137,891	718,550	1,999,319	35.94 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
GENERAL ADMINISTRATION EXPENDITURES					
100-1595-10-511110	BONUSES	-	248,000	-	- %
100-1595-10-511200	PART-TIME/TEMP EMPLOYEES	-	-	50,000	- %
100-1595-10-512200	SOCIAL SECURITY	-	13,386	3,100	431.80 %
100-1595-10-512300	MEDICARE	-	3,109	725	428.86 %
100-1595-10-512500	TUITION REIMBURSEMENT	3,497	19,713	50,000	39.43 %
100-1595-10-512600	UNEMPLOYMENT TAX	-	9	250	3.52 %
100-1595-10-512700	WORKERS' COMPENSATION	-	23	50	45.32 %
Salaries & Benefits		3,497	284,239	104,125	272.98 %
100-1595-10-521200	PROFESSIONAL SERVICES	39,941	382,688	285,000	134.28 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	10,625	63,750	537,500	11.86 %
100-1595-10-523100	PROPERTY & LIABILITY INS	-	1,369,930	1,440,069	95.13 %
100-1595-10-523200	COMMUNICATIONS	6,520	36,704	145,200	25.28 %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	-	103	75,000	0.14 %
100-1595-10-531270	GASOLINE	-	-	10,000	- %
100-1595-10-579000	CONTINGENCIES	-	-	300,000	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	1,200	1,200	150,000	0.80 %
Operations & Capital		58,285	1,854,375	2,942,769	63.01 %
TOTAL GENERAL ADMINISTRATION		61,782	2,138,614	3,046,894	70.19 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	79,844	315,913	638,375	49.49 %
100-2650-20-511110	BONUSES	-	-	17,900	- %
100-2650-20-512101	HEALTH INSURANCE	7,470	42,569	112,351	37.89 %
100-2650-20-512102	DISABILITY INSURANCE	170	949	5,709	16.63 %
100-2650-20-512103	DENTAL INSURANCE	332	1,924	5,683	33.85 %
100-2650-20-512104	LIFE INSURANCE	332	1,842	4,392	41.95 %
100-2650-20-512200	SOCIAL SECURITY	4,784	18,985	39,579	47.97 %
100-2650-20-512300	MEDICARE	1,119	4,440	9,256	47.97 %
100-2650-20-512401	RETIREMENT 401A	6,780	28,657	76,605	37.41 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	3,256	11,647	31,919	36.49 %
100-2650-20-512600	UNEMPLOYMENT TAX	40	275	2,000	13.73 %
100-2650-20-512700	WORKERS' COMPENSATION	-	3,548	4,469	79.39 %
Salaries & Benefits		104,127	430,750	948,238	45.43 %
100-2650-20-521260	PROF SVCS-COURT	16,049	89,537	515,000	17.39 %
100-2650-20-521300	TECHNICAL SERVICES	1,097	34,073	58,000	58.75 %
100-2650-20-523200	COMMUNICATIONS	209	1,197	6,240	19.19 %
100-2650-20-523300	ADVERTISING	-	-	1,800	- %
100-2650-20-523400	PRINTING & BINDING	519	1,012	2,000	50.60 %
100-2650-20-523500	TRAVEL	-	3,074	7,000	43.91 %
100-2650-20-523600	DUES & FEES	-	35	1,000	3.50 %
100-2650-20-523700	EDUCATION/TRAINING	-	1,184	3,000	39.46 %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	349	545	3,200	17.04 %
100-2650-20-531300	HOSPITALITY	285	618	1,500	41.23 %
100-2650-20-531600	SMALL TOOLS & EQUIPMENT	-	1,349	3,000	44.98 %
Operations & Capital		18,508	132,625	601,740	22.04 %
TOTAL MUNICIPAL COURT		122,635	563,375	1,549,978	36.35 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	1,596,522	6,537,204	13,619,399	48.00 %
100-3210-30-511110	BONUSES	12,250	27,821	530,000	5.25 %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	45,811	194,483	500,000	38.90 %
100-3210-30-511300	OVERTIME	74,637	466,517	800,000	58.31 %
100-3210-30-512101	HEALTH INSURANCE	145,493	855,362	1,747,762	48.94 %
100-3210-30-512102	DISABILITY INSURANCE	3,283	19,744	96,479	20.46 %
100-3210-30-512103	DENTAL INSURANCE	8,133	47,451	100,804	47.07 %
100-3210-30-512104	LIFE INSURANCE	6,707	40,391	103,922	38.87 %
100-3210-30-512200	SOCIAL SECURITY	101,145	427,138	844,403	50.58 %
100-3210-30-512300	MEDICARE	24,220	100,985	197,481	51.14 %
100-3210-30-512401	RETIREMENT 401A	141,238	662,984	1,634,328	40.57 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	71,640	300,562	680,970	44.14 %
100-3210-30-512600	UNEMPLOYMENT TAX	220	533	18,000	2.96 %
100-3210-30-512700	WORKERS' COMPENSATION	1,682	266,741	354,104	75.33 %
Salaries & Benefits		2,232,981	9,947,915	21,227,652	46.86 %
100-3210-30-521200	PROFESSIONAL SERVICES	4,552	39,603	147,160	26.91 %
100-3210-30-521270	JAIL SERVICES	37,550	126,275	425,000	29.71 %
100-3210-30-521275	INMATE MEDICAL SERVICES	333	1,725	150,000	1.15 %
100-3210-30-521300	TECHNICAL SERVICES	53,912	1,060,481	1,633,605	64.92 %
100-3210-30-522100	CLEANING SERVICES	7,008	35,040	84,100	41.66 %
100-3210-30-522110	GARBAGE DISPOSAL	222	1,321	2,100	62.91 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	974	11,374	40,000	28.44 %
100-3210-30-522220	REP & MAINT-BUILDINGS	1,420	7,535	17,500	43.06 %
100-3210-30-522230	REP & MAINT-VEHICLES	55,968	259,080	450,000	57.57 %
100-3210-30-522310	BUILDING OPERATING LEASE	58,503	350,718	679,000	51.65 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	243	485	2,000	24.25 %
100-3210-30-523200	COMMUNICATIONS	18,252	114,906	242,992	47.29 %
100-3210-30-523250	POSTAGE	-	686	3,000	22.88 %
100-3210-30-523300	ADVERTISING	349	8,379	20,000	41.90 %
100-3210-30-523400	PRINTING & BINDING	1,232	6,333	7,500	84.44 %
100-3210-30-523500	TRAVEL	830	35,983	60,000	59.97 %
100-3210-30-523600	DUES & FEES	1,755	5,800	20,800	27.89 %
100-3210-30-523700	EDUCATION/TRAINING	1,284	24,096	175,500	13.73 %
100-3210-30-523900	CONTRACTUAL SERVICES	-	-	7,500	- %
100-3210-30-523950	MERCHANT SVCS CHARGES	468	1,209	2,500	48.36 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	10,752	45,776	60,000	76.29 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	45	634	2,000	31.71 %
100-3210-30-531220	NATURAL GAS	-	5,250	17,000	30.88 %
100-3210-30-531230	ELECTRICITY	3,583	24,752	55,000	45.00 %
100-3210-30-531270	GASOLINE	-	296,859	785,000	37.82 %
100-3210-30-531300	HOSPITALITY	4,595	11,446	30,000	38.15 %
100-3210-30-531600	POLICE EQUIPMENT	56,513	102,221	375,000	27.26 %
100-3210-30-531750	UNIFORMS	20,711	115,741	249,130	46.46 %
100-3210-30-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		341,053	2,693,709	5,798,387	46.46 %
TOTAL POLICE		2,574,034	12,641,624	27,026,039	46.78 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	1,038,857	4,363,013	8,677,789	50.28 %
100-3510-30-511110	BONUSES	-	-	207,700	- %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	16,871	67,643	150,000	45.10 %
100-3510-30-511300	OVERTIME	55,311	244,225	415,000	58.85 %
100-3510-30-512101	HEALTH INSURANCE	137,633	777,353	1,592,560	48.81 %
100-3510-30-512102	DISABILITY INSURANCE	10,047	91,109	66,793	136.41 %
100-3510-30-512103	DENTAL INSURANCE	6,269	37,130	79,709	46.58 %
100-3510-30-512104	LIFE INSURANCE	4,687	27,795	66,977	41.50 %
100-3510-30-512200	SOCIAL SECURITY	63,910	272,024	538,023	50.56 %
100-3510-30-512300	MEDICARE	15,285	64,363	125,828	51.15 %
100-3510-30-512401	RETIREMENT 401A	93,183	437,885	1,041,335	42.05 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	46,334	192,063	433,889	44.27 %
100-3510-30-512600	UNEMPLOYMENT TAX	22	371	15,000	2.47 %
100-3510-30-512700	WORKERS' COMPENSATION	233	119,684	173,556	68.96 %
Salaries & Benefits		1,488,642	6,694,659	13,584,159	49.28 %
100-3510-30-521200	PROFESSIONAL SERVICES	-	1,715	14,300	11.99 %
100-3510-30-521300	TECHNICAL SERVICES	-	81,350	137,645	59.10 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	4,215	20,927	66,500	31.47 %
100-3510-30-522220	REP & MAINT-BUILDINGS	2,176	31,802	60,300	52.74 %
100-3510-30-522230	REP & MAINT-VEHICLES	36,997	120,081	257,000	46.72 %
100-3510-30-523200	COMMUNICATIONS	4,661	26,638	53,000	50.26 %
100-3510-30-523400	PRINTING & BINDING	1,083	2,424	3,800	63.80 %
100-3510-30-523500	TRAVEL	505	11,203	48,000	23.34 %
100-3510-30-523600	DUES & FEES	214	8,561	12,000	71.34 %
100-3510-30-523700	EDUCATION/TRAINING	441	16,794	76,000	22.10 %
100-3510-30-523900	CONTRACTUAL SERVICES	6,972	67,007	154,000	43.51 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	15,706	53,975	82,500	65.42 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	2,728	39,501	130,000	30.39 %
100-3510-30-531210	WATER	-	6,190	25,000	24.76 %
100-3510-30-531220	NATURAL GAS	-	6,399	35,000	18.28 %
100-3510-30-531230	ELECTRICITY	1,966	17,942	52,000	34.50 %
100-3510-30-531270	GASOLINE	6,260	106,188	315,000	33.71 %
100-3510-30-531300	HOSPITALITY	2,822	8,907	14,560	61.18 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	3,054	17,398	70,000	24.85 %
100-3510-30-531750	UNIFORMS	1,972	13,225	138,000	9.58 %
100-3510-30-542400	COMPUTER EQUIPMENT	-	-	3,000	- %
100-3510-30-579000	CONTINGENCIES	-	-	50,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	-	411,826	1,078,929	38.17 %
100-3510-30-582200	CAPITAL LEASE INTEREST	-	32,658	91,277	35.78 %
Operations & Capital		91,772	1,102,712	2,967,811	37.16 %
TOTAL FIRE		1,580,414	7,797,371	16,551,970	47.11 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	12,615	52,143	108,735	47.95 %
100-3810-30-511110	BONUSES	-	-	1,525	- %
100-3810-30-512101	HEALTH INSURANCE	568	3,294	6,897	47.76 %
100-3810-30-512102	DISABILITY INSURANCE	19	113	571	19.78 %
100-3810-30-512103	DENTAL INSURANCE	26	159	343	46.30 %
100-3810-30-512104	LIFE INSURANCE	38	231	847	27.24 %
100-3810-30-512200	SOCIAL SECURITY	774	3,199	6,742	47.45 %
100-3810-30-512300	MEDICARE	181	748	1,577	47.45 %
100-3810-30-512401	401A RETIREMENT	1,178	5,560	13,048	42.61 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	631	1,262	5,437	23.20 %
100-3810-30-512600	UNEMPLOYMENT TAX	-	-	109	- %
100-3810-30-512700	WORKERS' COMPENSATION	-	131	217	60.44 %
Salaries & Benefits		16,031	66,840	146,048	45.77 %
100-3810-30-521200	PROFESSIONAL SERVICES	-	130,000	260,000	50.00 %
100-3810-30-521300	TECHNICAL SERVICES	-	5,653	8,200	68.94 %
100-3810-30-522210	REP & MAINT-EQUIPMENT	-	166	5,000	3.33 %
100-3810-30-523200	COMMUNICATIONS	274	1,719	2,400	71.63 %
100-3810-30-523500	TRAVEL	-	-	5,500	- %
100-3810-30-523700	EDUCATION/TRAINING	-	-	1,000	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	-	141	30,000	0.47 %
100-3810-30-531102	EMERGENCY EVENT RESPONSE	-	-	100,000	- %
100-3810-30-531600	SMALL TOOLS & EQUIPMENT	-	-	18,500	- %
100-3810-30-542100	MACHINERY & EQUIPMENT	-	-	10,000	- %
100-3810-30-572000	PAYMENTS TO OTHER AGENCIES	-	392,485	675,000	58.15 %
100-3810-30-579000	CONTINGENCY	-	-	50,000	- %
Operations & Capital		274	530,165	1,165,600	45.48 %
TOTAL EMERGENCY MANAGEMENT		16,305	597,005	1,311,648	45.52 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	326,601	1,370,792	2,966,437	46.21 %
100-4100-40-511110	BONUSES	-	-	55,425	- %
100-4100-40-512101	HEALTH INSURANCE	34,960	196,511	392,236	50.10 %
100-4100-40-512102	DISABILITY INSURANCE	1,006	5,909	19,410	30.45 %
100-4100-40-512103	DENTAL INSURANCE	1,705	10,095	22,123	45.63 %
100-4100-40-512104	LIFE INSURANCE	1,978	11,607	22,526	51.53 %
100-4100-40-512200	SOCIAL SECURITY	18,210	80,607	183,919	43.83 %
100-4100-40-512300	MEDICARE	4,547	19,162	43,013	44.55 %
100-4100-40-512401	401A RETIREMENT	27,785	135,282	355,972	38.00 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	13,815	60,938	148,322	41.08 %
100-4100-40-512600	UNEMPLOYMENT TAX	67	310	3,200	9.70 %
100-4100-40-512700	WORKERS' COMPENSATION	-	27,384	35,597	76.93 %
Salaries & Benefits		430,672	1,918,597	4,248,180	45.16 %
100-4100-40-521200	PROFESSIONAL SERVICES	-	-	70,000	- %
100-4100-40-521300	TECHNICAL SERVICES	-	160,185	283,426	56.52 %
100-4100-40-522230	REP & MAINT-VEHICLES	-	8,151	18,000	45.29 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	4,272	7,199	75,000	9.60 %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	23,625	25,000	94.50 %
100-4100-40-522270	SIDEWALK MAINTENANCE	-	-	75,000	- %
100-4100-40-522280	FIBER MAINTENANCE	-	1,500	75,000	2.00 %
100-4100-40-523200	COMMUNICATIONS	2,824	16,336	44,444	36.76 %
100-4100-40-523500	TRAVEL	100	1,841	17,500	10.52 %
100-4100-40-523600	DUES & FEES	1,847	2,576	7,000	36.81 %
100-4100-40-523700	EDUCATION/TRAINING	1,459	8,686	25,000	34.74 %
100-4100-40-523900	CONTRACTUAL SERVICES	462,079	1,774,172	5,200,000	34.12 %
100-4100-40-523900 REMVL	CONTRACTUAL SERVICES	15,976	107,729	350,000	30.78 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	1,125	4,134	64,000	6.46 %
100-4100-40-531235	STREET LIGHTS	119,502	620,155	1,575,000	39.37 %
100-4100-40-531270	GASOLINE	-	15,297	45,000	33.99 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	-	2,753	41,000	6.72 %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	-	5,000	- %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	9,953	60,917	200,000	30.46 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	-	1,891	33,000	5.73 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	12,641	97,446	300,000	32.48 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	11,602	35,748	41,000	87.19 %
100-4100-40-531750	UNIFORMS	2,083	6,426	8,400	76.50 %
100-4100-40-542100	MACHINERY & EQUIPMENT	-	88,700	125,000	70.96 %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	-	42,513	175,000	24.29 %
100-4100-40-579000	CONTINGENCIES	-	-	200,000	- %
Operations & Capital		645,464	3,087,982	9,077,770	34.02 %
TOTAL PUBLIC WORKS		1,076,136	5,006,579	13,325,950	37.57 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	16,759	69,908	138,795	50.37 %
100-4900-10-511110	BONUSES	-	-	4,275	- %
100-4900-10-512101	HEALTH INSURANCE	1,658	9,719	11,643	83.47 %
100-4900-10-512102	DISABILITY INSURANCE	38	230	1,142	20.15 %
100-4900-10-512103	DENTAL INSURANCE	60	361	563	64.17 %
100-4900-10-512104	LIFE INSURANCE	79	471	1,032	45.67 %
100-4900-10-512200	SOCIAL SECURITY	984	4,108	8,605	47.74 %
100-4900-10-512300	MEDICARE	230	961	2,013	47.72 %
100-4900-10-512401	401A RETIREMENT	1,535	7,357	16,655	44.17 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	818	3,440	6,940	49.56 %
100-4900-10-512600	UNEMPLOYMENT TAX	-	-	694	- %
100-4900-10-512700	WORKERS' COMPENSATION	-	171	278	61.68 %
Salaries & Benefits		22,162	96,726	192,635	50.21 %
100-4900-10-521200	PROFESSIONAL SERVICES	8,659	74,550	130,000	57.35 %
100-4900-10-521300	TECHNICAL SERVICES	352	19,414	20,000	97.07 %
100-4900-10-523200	COMMUNICATIONS	78	470	1,000	47.02 %
100-4900-10-523700	EDUCATION/TRAINING	-	-	1,500	- %
100-4900-10-531100	GENERAL SUPPLIES & MATLS	-	1,029	3,500	29.41 %
100-4900-10-531270	GASOLINE	-	-	10,000	- %
100-4900-10-531750	UNIFORMS	-	-	500	- %
Operations & Capital		9,089	95,464	166,500	57.34 %
TOTAL FLEET MANAGEMENT		31,251	192,189	359,135	53.51 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	113,291	463,964	934,469	49.65 %
100-6110-50-511110	BONUSES	-	-	27,675	- %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	23,200	111,176	250,000	44.47 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	15,424	61,630	145,000	42.50 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	1,555	11,499	95,000	12.10 %
100-6110-50-512101	HEALTH INSURANCE	8,814	47,014	142,280	33.04 %
100-6110-50-512102	DISABILITY INSURANCE	239	1,368	7,421	18.43 %
100-6110-50-512103	DENTAL INSURANCE	407	2,170	6,903	31.44 %
100-6110-50-512104	LIFE INSURANCE	468	2,695	7,987	33.75 %
100-6110-50-512200	SOCIAL SECURITY	8,115	37,830	57,937	65.30 %
100-6110-50-512300	MEDICARE	2,187	9,246	13,550	68.23 %
100-6110-50-512401	401A RETIREMENT	9,372	42,844	112,136	38.21 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	5,108	20,384	46,723	43.63 %
100-6110-50-512600	UNEMPLOYMENT TAX	136	847	2,500	33.90 %
100-6110-50-512700	WORKERS' COMPENSATION	-	14,117	18,689	75.54 %
Salaries & Benefits		188,316	826,785	1,868,270	44.25 %
100-6110-50-521300	TECHNICAL SERVICES	-	15,843	14,818	106.92 %
100-6110-50-522100	CLEANING SERVICES	14,505	50,185	110,000	45.62 %
100-6110-50-522220	REP & MAINT-BUILDINGS	318	9,487	10,000	94.87 %
100-6110-50-522230	REP & MAINT-VEHICLES	1,814	9,590	8,000	119.88 %
100-6110-50-522240	REP & MAINT-PARKS	13,309	320,935	443,000	72.45 %
100-6110-50-523200	COMMUNICATIONS	1,097	6,754	17,005	39.72 %
100-6110-50-523300	ADVERTISING	2,112	4,643	10,000	46.43 %
100-6110-50-523500	TRAVEL	-	993	7,000	14.18 %
100-6110-50-523600	DUES & FEES	1,205	1,583	5,000	31.66 %
100-6110-50-523700	EDUCATION/TRAINING	184	1,079	6,000	17.98 %
100-6110-50-523900	CONTRACTUAL SERVICES	22,698	278,209	850,000	32.73 %
100-6110-50-523950	MERCHANT SVCS CHARGES	720	6,920	12,500	55.36 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	207	2,380	8,000	29.75 %
100-6110-50-531102	PROGRAM SUPPLIES	3,998	31,425	70,000	44.89 %
100-6110-50-531210	WATER	149	24,247	66,500	36.46 %
100-6110-50-531220	NATURAL GAS	-	4,053	13,500	30.02 %
100-6110-50-531230	ELECTRICITY	12,044	57,858	162,245	35.66 %
100-6110-50-531270	GASOLINE	-	8,941	30,000	29.80 %
100-6110-50-531300	HOSPITALITY	175	705	2,000	35.26 %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	12,746	16,804	50,000	33.61 %
100-6110-50-531750	UNIFORMS	1,176	2,491	4,000	62.27 %
100-6110-50-541200	SITE IMPROVEMENTS	-	-	50,000	- %
100-6110-50-542100	MACHINERY & EQUIPMENT	-	54,460	112,500	48.41 %
100-6110-50-579000	CONTINGENCIES	-	-	40,000	- %
Operations & Capital		88,459	909,587	2,102,068	43.27 %
TOTAL PARKS & RECREATION		276,775	1,736,371	3,970,338	43.73 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	335,689	1,396,693	3,295,772	42.38 %
100-7450-60-511110	BONUSES	-	-	75,875	- %
100-7450-60-512101	HEALTH INSURANCE	38,219	217,211	585,081	37.12 %
100-7450-60-512102	DISABILITY INSURANCE	780	4,632	25,119	18.44 %
100-7450-60-512103	DENTAL INSURANCE	1,475	8,768	28,636	30.62 %
100-7450-60-512104	LIFE INSURANCE	1,538	9,091	25,978	34.99 %
100-7450-60-512200	SOCIAL SECURITY	19,524	82,704	204,338	40.47 %
100-7450-60-512300	MEDICARE	4,643	19,419	47,789	40.63 %
100-7450-60-512401	401A RETIREMENT	25,820	131,270	395,493	33.19 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	13,993	59,132	164,789	35.88 %
100-7450-60-512600	UNEMPLOYMENT TAX	138	635	4,000	15.88 %
100-7450-60-512700	WORKERS' COMPENSATION	-	18,429	19,775	93.19 %
Salaries & Benefits		441,819	1,947,985	4,872,645	39.98 %
100-7450-60-521200	PROFESSIONAL SERVICES	16,339	146,819	300,000	48.94 %
100-7450-60-521300	TECHNICAL SERVICES	4,177	122,166	231,500	52.77 %
100-7450-60-522230	REP & MAINT-VEHICLES	1,775	6,299	15,000	41.99 %
100-7450-60-523200	COMMUNICATIONS	2,532	14,405	30,250	47.62 %
100-7450-60-523300	ADVERTISING	350	5,610	20,000	28.05 %
100-7450-60-523500	TRAVEL	100	5,110	13,000	39.31 %
100-7450-60-523600	DUES & FEES	188	3,923	12,000	32.69 %
100-7450-60-523700	EDUCATION/TRAINING	1,115	16,223	20,000	81.11 %
100-7450-60-523900	CONTRACTUAL SERVICES	19,220	64,930	120,000	54.11 %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	466	3,598	16,000	22.49 %
100-7450-60-531270	GASOLINE	-	15,526	45,000	34.50 %
100-7450-60-531300	HOSPITALITY	1,999	5,450	10,000	54.50 %
100-7450-60-531750	UNIFORMS	661	2,472	12,000	20.60 %
100-7450-60-542300	FURNITURE & FIXTURES	-	11,833	39,000	30.34 %
100-7450-60-579000	CONTINGENCIES	-	-	25,000	- %
Operations & Capital		48,923	424,364	908,750	46.70 %
TOTAL COMMUNITY DEVELOPMENT		490,742	2,372,349	5,781,395	41.03 %

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
<i>ECONOMIC DEVELOPMENT EXPENDITURES</i>					
100-7520-60-511100	SALARIES	17,461	50,862	264,683	19.22 %
100-7520-60-511110	BONUSES	-	-	2,750	- %
100-7520-60-512101	HEALTH INSURANCE	1,108	3,834	6,897	55.59 %
100-7520-60-512102	DISABILITY INSURANCE	17	105	1,142	9.18 %
100-7520-60-512103	DENTAL INSURANCE	17	102	220	46.31 %
100-7520-60-512104	LIFE INSURANCE	36	215	602	35.69 %
100-7520-60-512200	SOCIAL SECURITY	1,056	3,064	16,410	18.67 %
100-7520-60-512300	MEDICARE	247	717	3,838	18.67 %
100-7520-60-512401	401A RETIREMENT	444	3,533	31,762	11.12 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	526	2,173	13,234	16.42 %
100-7520-60-512600	UNEMPLOYMENT TAX	60	64	1,323	4.85 %
100-7520-60-512700	WORKERS' COMPENSATION	-	504	529	95.36 %
Salaries & Benefits		20,971	65,172	343,390	18.98 %
100-7520-60-521205	PROF SVCS-OTHER	7,372	10,937	175,000	6.25 %
100-7520-60-523200	COMMUNICATIONS	86	344	1,104	31.15 %
100-7520-60-523300	ADVERTISING	-	4,100	29,778	13.77 %
100-7520-60-523500	TRAVEL	-	708	4,164	17.01 %
100-7520-60-523600	DUES & FEES	746	2,925	25,597	11.43 %
100-7520-60-523700	EDUCATION/TRAINING	-	530	6,200	8.55 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	111	183	500	36.66 %
100-7520-60-531300	HOSPITALITY	196	2,012	37,897	5.31 %
Operations & Capital		8,511	21,739	280,240	7.76 %
TOTAL ECONOMIC DEVELOPMENT		29,482	86,911	623,630	13.94 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	17,533	104,838	210,549	49.79 %
100-9000-90-582300	NOTE INTEREST EXPENSE	2,077	12,827	24,781	51.76 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	2,500,732	11,754,390	22,858,780	51.42 %
100-9000-90-611352	TRANSFER OUT TO FLEET	335,807	2,014,840	4,029,680	50.00 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	500,000	4,687,836	13,626,020	34.40 %
100-9000-90-611555	TRANSFER OUT TO ARTS CENTER	-	-	1,739,477	- %
100-9000-90-611561	XFER OUT TO STORMWATER	158,750	952,500	1,905,000	50.00 %
Operations & Capital		3,514,899	19,527,231	44,394,287	43.99 %
	TOTAL TRANSFERS	3,514,899	19,527,231	44,394,287	43.99 %
	TOTAL EXPENDITURES	\$10,919,406	\$60,543,813	\$136,154,936	44.47 %
GENERAL FUND - 100		\$589,601	\$16,980,481	(\$26,464,516)	(64.16%)

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	8,443	14,398	10,000	143.98 %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	19,896	107,895	125,000	86.32 %
	TOTAL FINES & FORFEITURES	28,340	122,294	135,000	90.59 %
	TOTAL REVENUES	\$28,340	\$122,294	\$135,000	90.59 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	-	-	5,000	- %
210-3210-30-523700	EDUCATION/TRAINING	-	9,500	4,500	211.11 %
210-3210-30-531100	GENERAL OPERATING SUPPLIES	-	124	-	- %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	-	17,808	175,000	10.18 %
210-3210-30-531750	UNIFORMS	-	1,503	-	- %
210-3210-30-542200	MOTOR VEHICLES	-	10,715	-	- %
	TOTAL POLICE	-	39,650	184,500	21.49 %
	TOTAL EXPENDITURES	\$-	\$39,650	\$184,500	21.49 %
CONFISCATED ASSET FUND - 210		\$28,340	\$82,643	(\$49,500)	(166.96%)



**E911 FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
215-0000-30-342500	ALL REVENUE	266,085	1,392,123	3,000,000	46.40 %
	TOTAL CHARGES & FEES	266,085	1,392,123	3,000,000	46.40 %
	TOTAL REVENUES	\$266,085	\$1,392,123	\$3,000,000	46.40 %
EMERGENCY MANAGEMENT EXPENDITURES					
215-3810-30-572000	PAYMENTS TO OTHER AGENCIES	266,085	1,392,123	3,000,000	46.40 %
	TOTAL EMERGENCY MANAGEMENT	266,085	1,392,123	3,000,000	46.40 %
	TOTAL EXPENDITURES	\$266,085	\$1,392,123	\$3,000,000	46.40 %
E911 FUND - 215		\$-	\$-	\$-	- %

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	17,510	146,570	600,000	24.43 %
	TOTAL CHARGES & FEES	17,510	146,570	600,000	24.43 %
	TOTAL REVENUES	\$17,510	\$146,570	\$600,000	24.43 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-511100	SALARIES	-	15,789	65,000	24.29 %
220-6240-00-512101	HEALTH INSURANCE	(482)	963	20,395	4.72 %
220-6240-00-512102	DISABILITY INSURANCE	16	81	571	14.12 %
220-6240-00-512103	DENTAL INSURANCE	(17)	34	1,185	2.87 %
220-6240-00-512104	LIFE INSURANCE	33	165	767	21.51 %
220-6240-00-512200	SOCIAL SECURITY	-	961	3,887	24.71 %
220-6240-00-512300	MEDICARE	-	225	909	24.71 %
220-6240-00-512401	401A RETIREMENT	-	1,852	7,524	24.62 %
220-6240-00-512402	401A RETIREMENT-457 MATCH	-	617	3,135	19.69 %
220-6240-00-512600	UNEMPLOYMENT TAX	-	-	75	- %
220-6240-00-512700	WORKERS' COMPENSATION	-	295	650	45.33 %
220-6240-00-541200	SITE IMPROVEMENTS	-	-	100,000	- %
	TOTAL TREE FUND EXPENSE	(450)	20,981	204,098	10.28 %
TRANSFERS OUT EXPENDITURES					
220-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	-	355,000	- %
	TOTAL TRANSFERS OUT	-	-	355,000	- %
	TOTAL EXPENDITURES	(\$450)	\$20,981	\$559,098	3.75 %
TREE FUND - 220		\$17,960	\$125,589	\$40,902	307.05 %

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	22,718	848,754	775,000	109.52 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	2,224	90,984	60,000	151.64 %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	8,333	385,618	440,000	87.64 %
	TOTAL CHARGES & FEES	33,276	1,325,357	1,275,000	103.95 %
	TOTAL REVENUES	\$33,276	\$1,325,357	\$1,275,000	103.95 %
TRANSFERS EXPENDITURES					
225-0000-90-611351 PARKS	TRANSFER TO CAPITAL PROJECTS	-	-	75,000	- %
225-0000-90-611351 TRANS	TRANSFER TO CAPITAL PROJECTS	-	-	1,200,000	- %
	TOTAL TRANSFERS	-	-	1,275,000	- %
	TOTAL EXPENDITURES	\$-	\$-	\$1,275,000	- %
IMPACT FEE FUND - 225		\$33,276	\$1,325,357	\$-	- %

**CDBG FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	9,885	36,864	-	- %
	TOTAL INVESTMENT INCOME	9,885	36,864	-	- %
245-0000-60-331100 CARES	FEDERAL MATCHING GRANTS	8,111	8,111	8,111	100.00 %
245-0000-60-331100 CDB21	FEDERAL MATCHING GRANTS	90,174	90,174	90,174	100.00 %
245-0000-60-331100 CDB22	FEDERAL MATCHING GRANTS	426,358	426,358	550,054	77.51 %
	TOTAL OTHER REVENUES	524,643	524,643	648,339	80.92 %
	TOTAL REVENUES	\$534,528	\$561,507	\$648,339	86.61 %
CDBG-CARES EXPENDITURES					
245-5500-60-521240 ACT21	PROF SVCS-NON-PROFITS	-	29	29	100.00 %
245-5500-60-521240 ACT22	PROF SVCS-NON-PROFITS	8,082	8,082	8,082	100.00 %
	TOTAL CDBG-CARES	8,082	8,111	8,111	100.00 %
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400 AC181	INFRASTRUCTURE	-	1,280	-	- %
245-7450-60-541400 AC182	INFRASTRUCTURE	-	191,332	2,381,965	8.03 %
245-7450-60-541400 AC183	INFRASTRUCTURE	-	-	114,078	- %
245-7450-60-541400 AC184	INFRASTRUCTURE	-	-	359,000	- %
245-7450-60-541400 ACT24	INFRASTRUCTURE	-	-	300,000	- %
	TOTAL CDBG	-	192,612	3,155,042	6.10 %
CDBG FUND DEBT SERVICE EXPENDITURES					
245-8000-00-581300 ACT19	NOTE PRINCIPAL	-	287,000	287,000	100.00 %
245-8000-00-582300 ACT19	NOTE INTEREST EXPENSE	-	36,920	70,186	52.60 %
	TOTAL CDBG FUND DEBT SERVICE	-	323,920	357,186	90.69 %
	TOTAL EXPENDITURES	\$8,082	\$524,643	\$3,520,339	14.90 %
CDBG FUND - 245		\$526,446	\$36,864	(\$2,872,000)	(1.28%)

**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	382,145	2,037,776	3,500,000	58.22 %
	TOTAL TAXES	382,145	2,037,776	3,500,000	58.22 %
	TOTAL REVENUES	\$382,145	\$2,037,776	\$3,500,000	58.22 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	109,140	581,989	999,600	58.22 %
275-9000-90-611555	TRANSFER OUT TO ARTS CENTER	150,183	800,846	1,375,500	58.22 %
275-9000-90-611850	TRANSFER TO HOSPITALITY	122,821	654,941	1,124,900	58.22 %
	TOTAL TRANSFERS	382,145	2,037,776	3,500,000	58.22 %
	TOTAL EXPENDITURES	\$382,145	\$2,037,776	\$3,500,000	58.22 %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	6,488	37,042	75,000	49.39 %
	TOTAL TAXES	6,488	37,042	75,000	49.39 %
	TOTAL REVENUES	\$6,488	\$37,042	\$75,000	49.39 %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	6,488	37,042	75,000	49.39 %
	TOTAL RMVET EXPENDITURES	6,488	37,042	75,000	49.39 %
	TOTAL EXPENDITURES	\$6,488	\$37,042	\$75,000	49.39 %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	DECEMBER MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		-	-	95,343,840	95,343,840	-
PCID PASSTHROUGH GRANT	TS192	-	-	-	5,900,000	5,900,000
INTEREST REVENUE		-	-	247,459	247,459	-
		\$-	\$-	\$95,591,298	\$101,491,298	\$5,900,000
TRANSPORTATION						
TIER 1 - UNCOMMITTED	TS100	-	-	-	3,887,786	3,887,786
TEI-Spalding@Dalrymple/Trowbridge	TS103	-	-	2,422,873	2,422,873	-
TEI-Roswell@GrogansFerry	TS105	38,166	539,099	4,818,861	4,800,000	(18,861)
TEI-Riverview@Northside	TS106	9,210	14,830	927,200	2,890,457	1,963,258
TEI-SCOOT Upgrade	TS107	-	-	1,484,961	1,497,252	12,291
TEI-Roswell@Dalrymple	TS108	-	9,313	270,066	2,840,000	2,569,934
TEI-MountParan@PowersFerry	TS110	-	-	346,739	346,739	-
TEI-Spalding@Pitts	TS111	81,302	269,293	692,704	2,818,179	2,125,475
TEI-MountVernon@LongIsland	TS115	-	-	91,937	91,937	-
TEI-Roswell@Windsor	TS117	-	-	-	200,000	200,000
LMC-PeachtreeDun Bike/Ped Trail	TS131	-	-	-	6,100,000	6,100,000
LMC-Central Parkway Sidewalk	TS136	-	-	15,899	15,899	-
LMC-JohnsonFerry:Glenridge/WellsFar	TS137	-	-	472,581	472,581	-
SWP-JohnsonFerry:Harleston/Glenridg	TS161	-	-	415,275	415,275	-
SWP-Windsor:PeachtreeDun/CityLimit	TS164	-	-	1,204,969	1,204,969	-
SWP-Northwood:Kingsport/Roswell	TS165	-	-	268,968	268,968	-
SWP-Spalding:SpaldingLake/Publix	TS166	-	3,716	1,674,750	1,963,352	288,602
SWP-BrandonMill:MarshCr/LostForest	TS167	(491,088)	(489,383)	1,367,419	1,950,728	583,309
SWP-Dalrymple:Princeton/Duncourtney	TS168	56,131	178,108	674,164	759,155	84,991
SWP-DunwoodyClub:Spalding/Fenimore	TS169	-	25,793	1,067,528	1,165,000	97,472
SWP-InterstateN:CityLimit/Northside	TS170	51,560	485,844	2,644,448	2,646,272	1,824
SWP-Roberts:Northridge/DavisAcademy	TS171	-	-	446,377	446,377	-
SWP-BrandonMill:LostForest/BrandonR	TS172	2,650	2,950	237,931	2,465,000	2,227,069
JohnsonFerry/MountVernon Efficiency	TS191	150,767	619,264	3,164,336	26,300,000	23,135,664
MountVernon Multiuse Path	TS192	100	487,178	2,626,429	13,474,500	10,848,071
Hammond Phase 1 (ROW/Design)	TS193	6,056	71,928	12,504,958	12,498,000	(6,958)
T-SPLOST Admin Costs	TS999	110,430	428,169	5,181,944	7,550,000	2,368,056
		\$15,285	\$2,646,103	\$45,023,314	\$101,491,298	\$56,467,984
TSPLOST-2016 FUND - 335		(\$15,285)	(\$2,646,103)	\$50,567,984	\$-	(\$50,567,984)

PROJECT DESCRIPTION	PROJ #	DECEMBER MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		1,838,699	9,704,931	15,756,526	114,680,913	98,924,387
		\$1,838,699	\$9,704,931	\$15,756,526	\$114,680,913	\$98,924,387
INFRASTRUCTURE						
TIER 1 - UNCOMMITTED	S2100	-	-	-	1,153	1,153
OSI-Fiber:RingA	S2101	-	-	-	1,500,000	1,500,000
OSI-Fiber:FireStation#3	S2102	-	-	-	650,000	650,000
OSI-JohnsonFerry@PtreeDunwoody	S2103	-	-	-	3,000,000	3,000,000
OSI-Boylston Sidepath	S2104	-	-	-	2,710,000	2,710,000
OSI-Roswell Road North Boulevard	S2105	-	-	-	8,800,000	8,800,000
PMP-SR 400 Multi-Use Trail	S2121	-	-	-	4,000,000	4,000,000
PMP-Glenridge:Hammond/Wellington	S2122	-	-	-	2,500,000	2,500,000
PMP-Design for Tier 2 Sidepaths	S2123	-	-	-	930,000	930,000
BRI-Mt Vernon Bridge Enhancement	S2131	-	-	3,203,000	3,203,000	-
BRI-Riverside over Chatt Trib	S2132	-	-	-	2,400,000	2,400,000
PSW-Windsor Gaps	S2161	-	-	-	925,000	925,000
PSW-Northland:Landmark/Northland	S2163	-	-	54,320	115,000	60,680
PSW-Evergreen:Greenwood/PtreeDunwoo	S2164	-	-	64,540	355,000	290,460
PSW-Riverside:I285/MtVernon	S2165	-	-	-	885,000	885,000
PSW-MtVernon:GlenErrol/500	S2167	-	-	81,780	450,000	368,220
PSW-Hilderbrand:Gym/Roswell	S2168	-	2,887	94,087	520,000	425,913
PSW-Carpenter:345	S2169	-	-	-	85,000	85,000
PSW-MtVernon:DeClaire/LongIsland	S2170	-	-	76,959	215,000	138,041
PSW-Dalrymple:Glencourtney/605	S2171	-	-	-	1,200,000	1,200,000
PSW-Glenridge:Canopy/GlenridgeClose	S2172	-	-	40,300	225,000	184,700
PSW-LongIsland:5910	S2174	-	-	-	75,000	75,000
PSW-Trowbridge:SpaldingTrail/Trowbr	S2175	-	-	70,500	95,000	24,500
PSW-PowersFerry:NewNorthside/6201	S2177	-	-	103,464	385,000	281,536
PSW-Spalding:NesbittFerry/SpaldingL	S2179	-	-	62,140	550,000	487,860
PSW-HolcombBridge:RiverExchange/Spa	S2182	-	-	-	450,000	450,000
PSW-LakeForest:MtParan/LongIsland	S2183	-	-	-	790,000	790,000
PSW-JettFerry:JettFerryCt/Spalding	S2184	-	-	128,673	700,000	571,327
PSW-LakeForest Sidewalk	S2185	-	-	-	1,350,000	1,350,000
PSW-MtParan&PowersFerry:Rebel/Carol	S2186	-	-	-	2,400,000	2,400,000
Gap Fill Sidewalks	S2188	-	-	-	500,000	500,000
PSW-UNASSIGNED	S2189	-	-	-	80,000	80,000
CRL-Hammond Drive Widening	S2193	1,146,847	1,295,659	4,103,729	35,000,000	30,896,271
TIER 1 - TSPLOST STAFF	S2199	-	-	-	7,720,000	7,720,000
PXX-Roberts Sidepath	S2221	-	-	-	9,855,000	9,855,000
PXX-JohnsonFerry Sidepath	S2222	-	-	-	3,607,380	3,607,380
TIER 2 - TSPLOST STAFF	S2299	-	-	-	1,496,000	1,496,000
PXX-PowersFerry Sidepath	S2321	-	-	-	4,462,542	4,462,542
MSE-Roadway Maintenance/Paving	S2341	-	-	-	9,000,000	9,000,000
TIER 3 - TSPLOST STAFF	S2399	-	-	-	1,495,838	1,495,838
		\$1,146,847	\$1,298,546	\$8,083,492	\$114,680,913	\$106,597,421
TSPLOST-2021 FUND - 336		\$691,852	\$8,406,385	\$7,673,034	\$-	(\$7,673,034)

PROJECT DESCRIPTION	PROJ #	DECEMBER MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
CAPITAL CONTINGENCY	C9999	-	-	-	2,470,305	2,470,305
		\$-	\$-	\$-	\$2,470,305	\$2,470,305
FACILITIES						
TROWBRIDGE FACILITY	F0005	-	619	2,163,439	2,260,000	96,561
BACK-UP E911 CALL CENTER	F0007	-	10,306	234,927	350,000	115,073
CULTURAL CENTER	F0008	14,858	14,858	643,652	2,500,000	1,856,348
WAYFINDING SIGNAGE	F2101	141,777	323,338	704,261	1,500,000	795,739
CISTERN IMPROVEMENTS	F2102	5,200	26,795	242,507	305,000	62,493
CITY CENTER MASTER PLAN UPDATE	F2103	8,314	54,164	194,144	215,000	20,856
VETERANS PARK	F2104	64,190	712,154	1,344,960	4,536,000	3,191,040
ELECTRIC VEHICLE CHARGING STATIONS	F2201	-	-	24,837	75,738	50,901
MT VERNON MULTI PATH CAMERA	F2202	-	4,792	7,816	16,000	8,184
HVAC MINI SPLIT FOR IT SERVERS	F2203	-	-	-	30,000	30,000
HVAC CHILLER PLANT MINI SPLIT	F2204	-	17,248	17,248	20,000	2,752
FACILITIES MAINTENANCE	F2205	44,915	125,895	331,770	1,651,990	1,320,220
ABERNATHY SITE IMP	F2206	-	4,342	45,824	1,000,000	954,176
CITY GREEN STAGE IMP	F2207	-	-	250,169	250,000	(169)
City Springs - Box Office	F2301	-	-	-	56,105	56,105
City Springs - Artificial Turf	F2302	-	-	20,500	350,000	329,500
City Springs - Electrical	F2303	-	-	-	50,000	50,000
Facilities Maint - City Springs	F2304	-	-	-	120,400	120,400
Temp Fire Station 1	F2305	165	47,891	82,872	500,000	417,128
FIREFIGHTER TURN OUT GEAR	FD221	23,824	23,824	276,054	346,000	69,946
RADIO MCT FIRE TRUCKS	FD222	-	-	34,883	35,800	917
FIRE DEPARTMENT STRATEGIC PLAN	FD223	-	-	-	25,000	25,000
ADMIN VEHICLES	FD224	42,313	222,075	350,151	350,000	(151)
FIRE DEPT RADIOS	FD225	-	(463,901)	628,082	629,180	1,099
Alerting System (WestNet)	FD231	-	21,133	21,133	202,000	180,867
Fire Hose Replacement	FD232	-	-	-	50,000	50,000
LUCAS Devices (8)	FD233	-	66,200	66,200	75,000	8,800
Monitor Defibrillators	FD234	-	10,000	10,000	150,000	140,000
Technical Rescue Tools	FD235	-	-	42,573	55,000	12,427
Knox Box Replacement	FD236	-	29,750	29,750	35,000	5,250
		\$345,555	\$1,251,485	\$7,767,755	\$17,739,213	\$9,971,458
CITY CENTER						
LAND ACQUISITION & DEMOLITION	CC001	-	600	34,121,429	35,740,213	1,618,784
UTILITIES RELOCATION	CC006	-	-	4,582,354	6,194,555	1,612,201
SANDY SPRINGS CIRCLE PHASE 2	CC010	-	2,548	6,985,429	7,887,570	902,141
		\$-	\$3,148	\$45,689,212	\$49,822,338	\$4,133,126
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	-	76,174	316,587	290,413	(26,174)
INDOOR ART PROGRAM	A0002	-	-	5,000	100,000	95,000
PAY AND COMP STUDY IMPLEMENTATION	A2201	-	-	-	800,000	800,000
		\$-	\$76,174	\$321,587	\$1,190,413	\$868,826
CM221						
ORGANIZATIONAL LEADERSHIP DEV	CM221	-	-	-	37,500	37,500
		\$-	\$-	\$-	\$37,500	\$37,500
I2201						
MULTI FACTOR AUTHENTICATION	I2201	-	-	7,706	15,000	7,295
		\$-	\$-	\$7,706	\$15,000	\$7,295
I2202						
NETWORK HARDWARE REPLACEMENT	I2202	433	354,801	514,722	555,000	40,278
		\$433	\$354,801	\$514,722	\$555,000	\$40,278
V2201						
FLEET ELECTRIC VEHICLES	V2201	-	2,421	227,499	380,260	152,761
		\$-	\$2,421	\$227,499	\$380,260	\$152,761

PROJECT DESCRIPTION	PROJ #	DECEMBER MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	-	29,627	2,084,930	8,406,826	6,321,896
CHATTAHOOCHEE RIVER BRIDGE	T0035	-	-	143,566	1,060,000	916,434
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	-	7,872	1,669,290	1,937,354	268,064
CITY CENTER TRANSPORTATION NETWORK	T0058	39,359	71,536	3,704,659	5,115,000	1,410,341
BIKE/PED/TRAIL DESIGN & IMPLEM	T0060	161,982	725,882	2,406,631	5,946,919	3,540,288
NORTH END REVITALIZATION	T0063	-	-	673,799	1,550,000	876,201
PEACHTREE @ TELFORD IMPROVEMENT	T0064	116,386	371,617	2,243,244	2,310,937	67,693
SIGNAL PREEMPTION EMERG RESPONSE	T0065	-	-	778,504	780,000	1,496
SR140 HOLCOMB @ SPALDING ROW	T0066	4,000	108,499	124,299	450,000	325,701
MT VERNON @ DUPREE SIGNAL	T0067	-	32,129	329,511	350,000	20,489
TRANSPORTATION MASTER PLAN	T0068	-	-	345,500	350,000	4,500
PEACHTREE-DUNWOODY@WINDSOR	T0069	-	178,976	1,006,376	1,400,000	393,624
ACCESS MANAGEMENT PLAN	T0070	15,788	89,888	405,168	420,000	14,832
NORTH END ROSWELL ROAD BOULEVARD	T0071	1,842	21,769	144,730	200,000	55,270
WATER RELIABILITY PROGRAM	T2000	-	7,869	822,277	1,000,000	177,723
PCID – PTD/LAKE HEARN MULTIMODAL	T2208	-	300	300	5,225,000	5,224,700
I285 ROSWELL RD INNOVATIVE INTERSEC	T2209	-	-	-	150,000	150,000
BRT JOINT FEASIBILITY STUDY	T2210	-	-	-	50,000	50,000
BRIDGE IMPROVEMENTS	T2212	2,723	9,551	100,000	100,000	-
NEIGHBORHOOD LIGHTING PROGRAM	T2213	-	-	-	100,000	100,000
PCID – PeachtreeDun@Crestline	T2301	-	-	-	200,000	200,000
PCID – GlenridgeConn@JohnsonFerry	T2302	-	-	-	100,000	100,000
PCID – Hammond@GA400 Turn Lane	T2303	-	-	-	200,000	200,000
ATMS-5	T2304	-	-	-	300,000	300,000
High Point Road Ped Xing	T2305	-	-	-	80,000	80,000
Interstate Wayfinding End Column	T2306	-	-	-	150,000	150,000
JohnsonFerry Ped Lighting	T2307	-	845,625	850,900	1,600,000	749,100
Roswell@LakePlacid	T2308	-	-	-	225,000	225,000
PAVEMENT MANAGEMENT PROGRAM	T3000	646,444	1,633,420	60,255,605	66,988,834	6,733,229
CITY BEAUTIFICATION PROGRAM	T4000	-	3,400	221,512	912,572	691,060
SIDEWALK PROGRAM	T6000	-	35,728	10,315,838	10,630,500	314,662
INTERSECTIONS & OPERATIONAL	T7000	25,050	92,130	6,670,280	7,866,048	1,195,768
GUARDRAIL REPLACEMENT PROGRAM	T7500	-	94,452	769,668	1,584,150	814,482
UNDERGROUND UTILITY PROGRAM	T8000	-	-	76,684	500,000	423,316
LAKE FORREST DAM MAINTENANCE	T9000	2,750	28,415	1,756,676	3,554,882	1,798,206
BRIDGE & DAM MAINTENANCE	T9100	-	-	626,425	2,320,000	1,693,575
TRAFFIC MANAGEMENT PROGRAM	T9500	212,159	458,044	7,461,233	7,904,238	443,005
TMC Fiber Program	T9510	-	4,163	4,163	300,000	295,838
Public Safety Building Fiber	T9520	5,233	11,080	150,390	500,000	349,610
TRAFFIC CALMING	T9600	7,276	19,916	345,836	429,823	83,987
		\$1,240,991	\$4,881,886	\$106,487,995	\$143,248,082	\$36,760,088

PROJECT DESCRIPTION	PROJ #	DECEMBER MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
PARKS						
ABERNATHY GREENWAY	P0002	-	-	10,515,170	12,515,170	2,000,000
HAMMOND PARK IMPROVEMENTS	P0007	4,000	106,010	4,548,419	4,958,981	410,562
MORGAN FALLS OVERLOOK PARK	P0009	-	138,710	4,361,827	4,365,033	3,206
CROOKED CREEK PARK	P0020	-	4,620	446,878	523,607	76,729
ISON SPRINGS ELEMENTARY (IGA)	P0025	-	-	256,814	256,815	-
CITY TRAIL CONSTRUCTION	P0028	15,251	46,351	500,796	750,000	249,204
RIVERSHORE FLOODPLAIN	P0029	-	-	24,900	125,000	100,100
PARKLAND ACQUISITION	P0031	-	-	3,305,055	3,350,000	44,945
TRAIL SEGMENT 2A P&E AND CONST	P2201	150,671	154,059	7,810,739	9,030,000	1,219,261
TRAIL ROW ACQUISITION	P2202	-	2,000	10,000	500,000	490,000
SANDY SPRINGS MIDDLE SCHOOL IGA	P2203	23,889	26,489	110,313	110,000	(313)
RIDGEVIEW MIDDLE SCHOOL IGA	P2204	-	-	-	75,000	75,000
NANCY CREEK STREAM RESTORATION	P2205	6,175	94,650	777,000	795,000	18,000
SUSTAINABILITY PLAN/POLICY	P2206	-	-	-	75,000	75,000
TREE FUND INVASIVE SPECIES REMOVAL	P2207	14,797	24,307	64,716	130,000	65,284
TREE FUND TREES ATLANTA PARTNERSHIP	P2208	-	5,000	107,450	180,000	72,550
TREE FUND CAPITAL PROJECTS	P2209	-	36,505	197,875	179,000	(18,875)
TREE FUND SURVEYS	P2210	-	10,000	34,000	30,000	(4,000)
TREE FUND MAINTENANCE	P2211	3,920	41,785	62,705	112,000	49,295
OLD RIVERSIDE MASTER PLAN	P2212	1,125	17,852	31,895	93,446	61,551
ALLEN ROAD PARK MASTER PLAN	P2213	-	14,330	32,920	100,000	67,080
HAMMOND PARK FACILITY MASTER PLAN	P2214	-	-	-	100,000	100,000
ABERNATHY S GREENWAY STREAM BANK	P2215	-	36,820	55,350	150,000	94,650
MORGAN FALLS ATHLETIC IMP	P2216	-	55,336	91,500	1,500,000	1,408,500
Tree Fund Education	P2301	-	1,496	1,496	20,000	18,504
Tree Fund Pilot Projects	P2302	-	-	-	35,000	35,000
POLICE EQUIPMENT	PD221	-	-	169,767	195,520	25,753
MOTOROLA RADIO REPLACEMENTS	PD222	1,125	86,664	212,158	260,000	47,842
SWAT TRUCK	PD223	-	-	465,743	500,000	34,257
FLOCK CAMERAS	PD224	-	-	118,125	120,000	1,875
AED DEVICES	PD225	-	5,670	149,940	150,000	60
Ballistic Helmet Replacement	PD231	19,244	19,244	20,999	21,000	1
K9 Replacement	PD232	-	-	-	15,500	15,500
Speed Trailers	PD233	-	-	-	10,000	10,000
Forensic Workstation	PD234	-	19,599	19,599	20,000	401
		\$240,197	\$947,499	\$34,504,150	\$41,351,072	\$6,846,922
C CD221						
NEXT TEN 5YR UPDATE	CD221	-	18,543	155,935	158,000	2,065
		\$-	\$18,543	\$155,935	\$158,000	\$2,065
C CD231						
Citywide Design Guideline	CD231	-	-	-	150,000	150,000
		\$-	\$-	\$-	\$150,000	\$150,000
C CD232						
Crossroads Small Area Plan	CD232	-	-	219,250	227,000	7,750
		\$-	\$-	\$219,250	\$227,000	\$7,750
I IT231						
Workstation replace/upgrade	IT231	1,208	78,253	132,142	235,000	102,858
		\$1,208	\$78,253	\$132,142	\$235,000	\$102,858
CAPITAL PROJECTS FUND - 351		\$1,828,384	\$7,614,211	\$196,027,951	\$257,579,183	\$61,551,232

**FLEET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
352-0000-90-391100	TRANSFER IN FROM GENERAL FUND	335,807	5,014,840	7,029,680	71.34 %
	TOTAL OTHER FINANCING SOURCES	335,807	5,014,840	7,029,680	71.34 %
	TOTAL REVENUES	\$335,807	\$5,014,840	\$7,029,680	71.34 %
POLICE CAPITAL EXPENDITURE EXPENDITURES					
352-3210-30-542200 FL234	MOTOR VEHICLES	3,743	61,405	60,000	102.34 %
352-3210-30-542200 FL235	MOTOR VEHICLES	561,435	882,075	1,500,000	58.80 %
	TOTAL POLICE CAPITAL EXPENDITUR	565,178	943,480	1,560,000	60.48 %
FIRE CAPITAL EXPENDITURE EXPENDITURES					
352-3510-30-542200 FL232	MOTOR VEHICLES	-	29,842	175,820	16.97 %
352-3510-30-542200 FL233	MOTOR VEHICLES	-	1,848,840	1,959,680	94.34 %
	TOTAL FIRE CAPITAL EXPENDITURE	-	1,878,682	2,135,500	87.97 %
PUBWKS CAPITAL EXPENDITURE EXPENDITURES					
352-4100-40-542200 FL236	MOTOR VEHICLES	-	-	50,000	- %
	TOTAL PUBWKS CAPITAL EXPENDITUR	-	-	50,000	- %
COMM DEV CAPITAL EXPENDITURE EXPENDITURES					
352-7450-60-542200 FL231	MOTOR VEHICLES	-	107,043	120,000	89.20 %
	TOTAL COMM DEV CAPITAL EXPENDIT	-	107,043	120,000	89.20 %
TRANSFERS OUT EXPENDITURES					
352-9000-90-579000 FL999	CONTINGENCIES	-	-	3,000,000	- %
352-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	164,180	164,180	100.00 %
	TOTAL TRANSFERS OUT	-	164,180	3,164,180	5.19 %
	TOTAL EXPENDITURES	\$565,178	\$3,093,385	\$7,029,680	44.00 %
FLEET FUND - 352		(\$229,371)	\$1,921,455	\$-	- %

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	13	750,349	750,272	100.01 %
360-0000-10-362000	REALIZED GAIN/LOSS	-	(24,684)	(24,684)	100.00 %
360-0000-10-371000	OTHER CONTRIBUTIONS	-	323,369	323,369	100.00 %
360-0000-10-391100	TRANSFER IN FROM GENERAL FUND	500,000	40,280,613	41,780,613	96.41 %
360-0000-10-391230	TRANSFER IN FROM STATE GRANTS	-	13,868,305	13,868,305	100.00 %
360-0000-10-391351	TRANSFER IN FROM CAPITAL PROJ	-	23,298,031	23,298,031	100.00 %
360-0000-10-391356	TRANSFER IN FROM IMPACT FEES	-	300,000	300,000	100.00 %
360-0000-10-392100	SALE OF ASSETS	-	9,283,250	9,283,250	100.00 %
360-0000-10-393100	REVENUE BOND PROCEEDS	-	386,340,000	386,340,000	100.00 %
360-0000-10-393400	PREMIUM ON BOND ISSUED	-	5,509,473	5,509,473	100.00 %
TOTAL PUBLIC FACILITIES AUTH REVE		500,013	479,928,705	481,428,629	99.69 %
360-9000-90-381100	CONTINGENT PAYMENT	-	1,519,120	1,519,120	100.00 %
360-9000-90-391100	TRANSFER IN FROM GENERAL FUND	-	62,260,432	70,698,616	88.06 %
360-9000-90-393100	REVENUE BOND PROCEEDS	-	8,299,542	8,299,542	100.00 %
TOTAL PFA OTHER FINANCING USES		-	72,079,094	80,517,278	89.52 %
TOTAL REVENUES		\$500,013	\$552,007,799	\$561,945,907	98.23 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	-	11,720,644	61,818,318	18.96 %
TOTAL PUBLIC FACILITIES - PUB SAF		-	11,720,644	61,818,318	18.96 %
PUBLIC FACILITIES - FIRE EXPENDITURES					
360-3510-00-541300 PF003	BUILDINGS	6,281	8,836,095	9,000,000	98.18 %
360-3510-00-541300 PF004	BUILDINGS	200	945,830	10,900,000	8.68 %
TOTAL PUBLIC FACILITIES - FIRE		6,481	9,781,926	19,900,000	49.16 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	-	19,296,211	19,296,211	100.00 %
360-6220-00-541400	INFRASTRUCTURE	-	195,517,829	195,517,829	100.00 %
360-6220-00-541405	INFRASTRUCTURE - OTHER	-	648,025	648,025	100.00 %
360-6220-00-541410	INFRASTRUCTURE - SPECIAL	-	10,696,253	10,696,253	100.00 %
TOTAL PUBLIC FACILITIES AUTH CONS		-	226,158,318	226,158,318	100.00 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	-	22,360,000	32,292,701	69.24 %
360-8000-00-582100	INTEREST EXPENSE	-	44,206,832	44,223,761	99.96 %
360-8000-00-584000	COSTS OF ISSUANCE	-	3,412,917	3,412,917	100.00 %
360-8000-00-584100	REFUNDING ESCROW	-	162,949,891	162,949,891	100.00 %
TOTAL PUBLIC FACILITIES AUTH DEB		-	232,929,640	242,879,271	95.90 %
PFA OTHER FINANCING USES EXPENDITURES					
360-9000-90-611100	TRANSFER TO GENERAL FUND	-	11,190,000	11,190,000	100.00 %
TOTAL PFA OTHER FINANCING USES		-	11,190,000	11,190,000	100.00 %
TOTAL EXPENDITURES		\$6,481	\$491,780,528	\$561,945,907	87.51 %
PUBLIC FACILITIES AUTHORITY - 360		\$493,532	\$60,227,272	\$-	- %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
555-0000-55-347500	PRG FEES	-	18,900	20,000	94.50 %
555-0000-51-347600	MEMBERSHIPS	(100)	6,300	200,000	3.15 %
555-0000-56-347900	TICKET REVENUE	100,799	783,425	1,098,000	71.35 %
555-0000-56-347910	FACILITY RENTALS	35,683	322,181	457,667	70.40 %
555-6196-56-347920	F&B REVENUE	171,862	627,055	551,500	113.70 %
	TOTAL CHARGES & FEES	308,245	1,757,861	2,327,167	75.54 %
555-0000-56-371000	OTHER CONTRIBUTIONS	-	-	309,300	- %
555-0000-56-389900	MISCELLANEOUS INCOME	4,411	33,453	37,500	89.21 %
	TOTAL MISCELLANEOUS	4,411	33,453	346,800	9.65 %
555-0000-90-391100	TRANSFER IN FROM GENERAL FUND	-	-	1,739,477	- %
555-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	150,183	800,846	1,375,500	58.22 %
	TOTAL OTHER FINANCING SOURCES	150,183	800,846	3,114,977	25.71 %
555-0000-57-336000	SPONSORSHIPS	-	-	50,000	- %
	TOTAL OTHER REVENUES	-	-	50,000	- %
	TOTAL REVENUES	\$462,838	\$2,592,160	\$5,838,944	44.39 %

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	159,856	651,834	1,751,272	37.22 %
555-6191-51-511110	BONUSES	-	-	37,750	- %
555-6191-51-511200	PT/TEMP EMPLOYEES	10,044	47,414	85,000	55.78 %
555-6191-51-512101	HEALTH INSURANCE	10,947	61,591	327,002	18.83 %
555-6191-51-512102	DISABILITY INSURANCE	294	1,344	14,272	9.42 %
555-6191-51-512103	DENTAL INSURANCE	580	3,242	19,023	17.04 %
555-6191-51-512104	LIFE INSURANCE	602	2,752	17,254	15.95 %
555-6191-51-512200	SOCIAL SECURITY	10,303	42,445	108,579	39.09 %
555-6191-51-512300	MEDICARE	2,409	9,927	25,393	39.09 %
555-6191-51-512401	401A RETIREMENT	10,304	51,069	210,153	24.30 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	6,166	25,233	87,564	28.82 %
555-6191-51-512600	UNEMPLOYMENT TAX	190	799	4,000	19.98 %
555-6191-51-512700	WORKERS' COMPENSATION	-	2,268	3,503	64.74 %
555-6191-51-521200	PROFESSIONAL SERVICES	-	-	20,000	- %
555-6191-51-521300	TECHNICAL SERVICES	3,553	43,585	97,130	44.87 %
555-6191-51-522100	CLEANING SERVICES	9,893	35,483	50,000	70.97 %
555-6191-51-523200	COMMUNICATIONS	2,544	9,894	81,300	12.17 %
555-6191-51-523300	ADVERTISING	1,910	95,258	200,000	47.63 %
555-6191-51-523350	PROMOTIONS	-	-	47,000	- %
555-6191-51-523400	PRINTING & BINDING	-	172	9,500	1.81 %
555-6191-51-523500	TRAVEL	-	624	8,050	7.75 %
555-6191-51-523600	DUES & FEES	258	4,533	9,660	46.92 %
555-6191-51-523700	EDUCATION/TRAINING	-	976	9,700	10.06 %
555-6191-51-523800	LICENSES	-	3,179	8,400	37.84 %
555-6191-51-523900	CONTRACTUAL SERVICES	37	833	11,000	7.57 %
555-6191-51-523905	WEBSITE ENHANCEMENTS	-	-	81,300	- %
555-6191-51-523950	MERCHANT SVCS CHARGES	7,594	42,801	44,000	97.28 %
555-6191-51-531100	GENERAL SUPPLIES & MATLS	832	2,035	6,200	32.82 %
555-6191-51-531300	HOSPITALITY	1,065	1,088	2,000	54.40 %
555-6191-51-531750	UNIFORMS	-	547	11,000	4.97 %
555-6191-51-541200	SITE IMPROVEMENTS	-	18,557	-	- %
555-6191-51-542100	MACHINERY & EQUIPMENT	-	-	177,000	- %
555-6191-51-542300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-579000	CONTINGENCIES	-	-	40,000	- %
TOTAL ARTS CENTER - ADMINISTRATI		239,381	1,159,480	3,624,005	31.99 %

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - THEATRE EXPENDITURES					
555-6192-52-521200	PROFESSIONAL SERVICES	-	-	100,000	- %
555-6192-52-522220	REP & MAINT-BUILDINGS	784	61,169	103,000	59.39 %
555-6192-52-522330	OTHER RENTALS	2,975	7,933	55,600	14.27 %
555-6192-52-523300	ADVERTISING	225	2,625	152,500	1.72 %
555-6192-52-523850	ARTIST FEES	55,344	233,881	1,054,750	22.17 %
555-6192-52-523900	CONTRACTUAL SERVICES	41,910	96,223	129,425	74.35 %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	1,244	3,553	26,500	13.41 %
555-6192-52-531300	HOSPITALITY	-	571	56,800	1.01 %
555-6192-52-531500	COSTS OF GOODS SOLD	67,498	180,914	47,650	379.67 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	202	1,656	72,000	2.30 %
555-6192-52-531700	OTHER SUPPLIES	-	-	4,500	- %
TOTAL ARTS CENTER - THEATRE		170,182	588,525	1,802,725	32.65 %

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - CONFERENCE CTR EXPENDITURES					
555-6193-53-522220	REP & MAINT-BUILDINGS	-	600	20,000	3.00 %
555-6193-53-523300	ADVERTISING	-	-	15,000	- %
555-6193-53-523900	CONTRACTUAL SERVICES	5,704	104,293	99,200	105.13 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	5,094	26,647	61,000	43.68 %
555-6193-53-531500	COSTS OF GOODS SOLD	-	-	163,200	- %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	740	1,775	35,000	5.07 %
555-6193-53-531700	OTHER SUPPLIES	-	257	8,000	3.21 %
TOTAL ARTS CENTER - CONFERENCE		11,538	133,571	401,400	33.28 %

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - EDUCATION PROGRM EXPENDITURES					
555-6194-54-521200	PROFESSIONAL SERVICES	-	-	40,000	- %
555-6194-54-523300	ADVERTISING	-	-	5,000	- %
555-6194-54-523700	EDUCATION ASSISTANCE	-	-	40,000	- %
555-6194-54-531300	HOSPITALITY	-	-	5,300	- %
555-6194-54-531700	OTHER SUPPLIES	-	-	600	- %
TOTAL ARTS CENTER - EDUCATION PR		-	-	90,900	- %

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	13,344	65,587	107,200	61.18 %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	26	3,504	19,600	17.88 %
555-6195-55-531300	HOSPITALITY	134	620	3,800	16.33 %
555-6195-55-531350	SPECIAL EVENTS	111,251	606,520	1,042,516	58.18 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	47,000	- %
TOTAL ARTS CENTER - SPECIAL EVEN		124,755	676,231	1,220,116	55.42 %



**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - HERITAGE EXPENDITURES					
555-6196-56-521200	PROFESSIONAL SERVICES	-	-	110,000	- %
555-6196-56-522210	REP & MAINT-EQUIPMENT	-	-	10,000	- %
555-6196-56-523300	ADVERTISING	-	-	30,000	- %
555-6196-56-531100	GENERAL SUPPLIES & MATLS	-	-	8,000	- %
	TOTAL ARTS CENTER - HERITAGE	-	-	158,000	- %
	TOTAL EXPENDITURES	\$545,856	\$2,557,806	\$7,297,146	35.05 %
CREATE SANDY SPRINGS - 555		(\$83,018)	\$34,354	(\$1,458,202)	(2.36%)

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	158,750	15,947,500	16,900,000	94.36 %
	TOTAL OTHER FINANCING SOURCES	158,750	15,947,500	16,900,000	94.36 %
	TOTAL REVENUES	\$158,750	\$15,947,500	\$16,900,000	94.36 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	6,903	1,313,473	1,550,696	84.70 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	-	60,487	140,487	43.06 %
561-4250-40-541450	STORMWATER IMPROVEMENT	90,632	9,826,350	11,705,587	83.95 %
561-4250-40-541450 MABRY	STORMWATER IMPROVEMENT	-	1,556,996	1,556,996	100.00 %
	TOTAL STORMWATER CAPITAL MAINT	97,535	12,757,306	14,953,766	85.31 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	7,425	232,057	243,617	95.25 %
561-4320-40-522240	REP & MAINT-OTHER	-	1,231,363	1,373,026	89.68 %
561-4320-40-523900	CONTRACTUAL SERVICES	-	170,174	170,274	99.94 %
561-4320-40-542100	MACHINERY & EQUIPMENT	-	56,697	56,697	100.00 %
	TOTAL STORMWATER OPERATIONS	7,425	1,690,290	1,843,614	91.68 %
TRANSFERS EXPENDITURES					
561-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	570,000	570,000	100.00 %
	TOTAL TRANSFERS	-	570,000	570,000	100.00 %
	TOTAL EXPENDITURES	\$104,960	\$15,017,596	\$17,367,379	86.47 %
STORMWATER FUND - 561		\$53,790	\$929,904	(\$467,379)	(198.96%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 06, DECEMBER FY 2023**

01/30/2023

GL ACCOUNT	DESCRIPTION	DECEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
840-0000-10-389000	CONTRACT PAYMENTS	692,909	692,909	182,700	379.26 %
	TOTAL MISCELLANEOUS	692,909	692,909	182,700	379.26 %
	TOTAL REVENUES	\$692,909	\$692,909	\$182,700	379.26 %
DEVELOPMENT AUTHORITY EXPENDITURES					
840-1595-10-523100	PROPERTY & LIABILITY INS	25	25	2,000	1.25 %
840-1595-10-523600	DUES & FEES	30	180	500	36.00 %
	TOTAL DEVELOPMENT AUTHORITY	55	205	2,500	8.20 %
TRANSFERS EXPENDITURES					
840-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	182,700	- %
	TOTAL TRANSFERS	-	-	182,700	- %
	TOTAL EXPENDITURES	\$55	\$205	\$185,200	0.11 %
DEVELOPMENT AUTHORITY - 840		\$692,854	\$692,704	(\$2,500)	(27,708.16%)