



SANDY SPRINGS

GEORGIA

BOARD OF APPEALS

Mel Mobley, Chair
Sherri Allen
Jason Bodwell
Fred Jewell
Nathan Kongthum
Justin Sparano
Bill Thackston

Wednesday, June 7, 2023

Regular Meeting

6:00 p.m.

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

Live-stream: www.SandySpringsGA.gov/Stream

Public Comment: <http://spr.gs/publiccomment>

I. Call to Order

II. Roll Call and General Announcements

III. Approval of Meeting Agenda

- A. June 7, 2023 Board of Appeals Meeting Agenda
(Presented by Samantha Brown, Planning and Zoning Clerk)

IV. Approval of Meeting Minutes

- A. **2023-0005** March 8, 2023 Board of Appeals Meeting Minutes
(Presented by Samantha Brown, Planning and Zoning Clerk)

V. Cases

- A. **2023-0006 AP23-00002 – 810 Glenairry Drive** - An appeal of the Director's determination of Section 9.3.8.E. regarding release of tree escrow funds pursuant to section 11.6.3.
(Presented by Roger Bledsoe, Arborist)

VI. Ongoing Business

VII. New Business

VIII. Adjournment

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

**Meeting of the City of Sandy Springs Board of Appeals – Meeting Summary Minutes
Studio Theatre Sandy Springs City Hall and via Live Webinar and Teleconference
March 8, 2023, at 6:00 p.m.**

Page 1 of 2

Meeting of the Sandy Springs Board of Appeals was held on March 8, 2023, at 6:00 p.m., Chair Mel Mobley presiding.

I. Call to Order

Chair Mel Mobley called the meeting to order at 6:00 pm.

II. Roll Call and General Announcements

Members Present: Chair Mel Mobley, Vice Chair Sherri Allen, Board Member Jason Bodwell, Board Member Fred Jewell, Board Member Justin Sparano

Absent Members: Board Member Nathan Kongthum, Board Member Bill Thackston

III. Approval of Meeting Agenda

Motion and Vote: A motion was made by Vice Chair Sherri Allen, seconded by Board Member Justin Sparano, to adopt the meeting agenda. The motion carried by a unanimous vote.

IV. Approval of Meeting Minutes

Motion and Vote: A motion was made by Vice Chair Sherri Allen to approve the minutes with a typo correction, the motion was seconded by Board Member Justin Sparano to approve the meeting minutes. This motion carried by a unanimous vote.

V. Cases

- A. BOA 2023-0004 V22-0030 – 5265 W. Kingston Court** – Request for a variance from Section 2.2.2. to allow for an existing garage to be located within the main building and the primary street setback.

(Presented by: LaQuita Williams, Planner I)

Chair Mel Mobley opened the public hearing for comments.

Support

1. Catlin Miller – 1555 Tryon Road, Atlanta, Ga 30319
2. Griffin Kunkler – 5265 W. Kingston Court, Atlanta, Ga 30342
3. Chris Kunkler – 5265 W. Kingston Court, Atlanta, Ga 30342

Opposition

None

Chair Mel Mobley closed the public hearing and open the board for discussion.

Motion and Vote: A motion was made by Chair Mel Mobley, seconded by Board Member Jason Bodwell to approve case **V22-0030** subject to the staff conditions. The applicant must apply and complete the application for permits and inspections that were missed. All improvements including the garage, fence, impervious surfaces, and stormwater management. The motion carried 4 in favor – 1 against, Vice Chair Sherri Allen being against.

VI. Ongoing Business

VII. New Business

VIII. Adjournment

Motion and Vote: A motion was made by Vice Chair Sherri Allen seconded by Board Member Jason Bodwell, to adjourn the meeting at 6:35 pm. The motion carried by unanimous vote.

Approved: June 7, 2023

Mel Mobley, Chair

Samantha Wiltz, Planning & Zoning Clerk



P&Z STAFF REPORT
Board of Appeals Hearing; June 7, 2023

Case: **AP23-00002 – Appeal of Decision**

Staff Contact: Ginger Sottile (gsottile@sandyspringsga.gov)

Report Date: May 26, 2022

REQUEST
To appeal of the Director’s determination of Section 9.3.8.E. regarding release of tree escrow funds pursuant to section 11.6.3.

APPLICANT		
Property Owners: Tom and Ninya Bowman	Petitioner: Tom and Ninya Bowman	Representative: Tom and Ninya Bowman

PROPERTY INFORMATION	
Location:	810 Glenairy Drive
Council District:	Council District 3
Road frontage:	Approximately 114 feet
Acreage:	0.71 acre
Existing Zoning: Existing Land Use:	RD-27, Residential
Character Area:	Protected Neighborhood

SUMMARY
As part of the permit process for 810 Glenairy Drive, which involved the construction of a new house and associated structures, the critical root zones of five Boundary Trees were impacted 25 percent or more. Therefore, an escrow fund was established to offset the removal and replacement costs of the Boundary Trees should the trees die or transition into irreversible decline, during the escrow period.

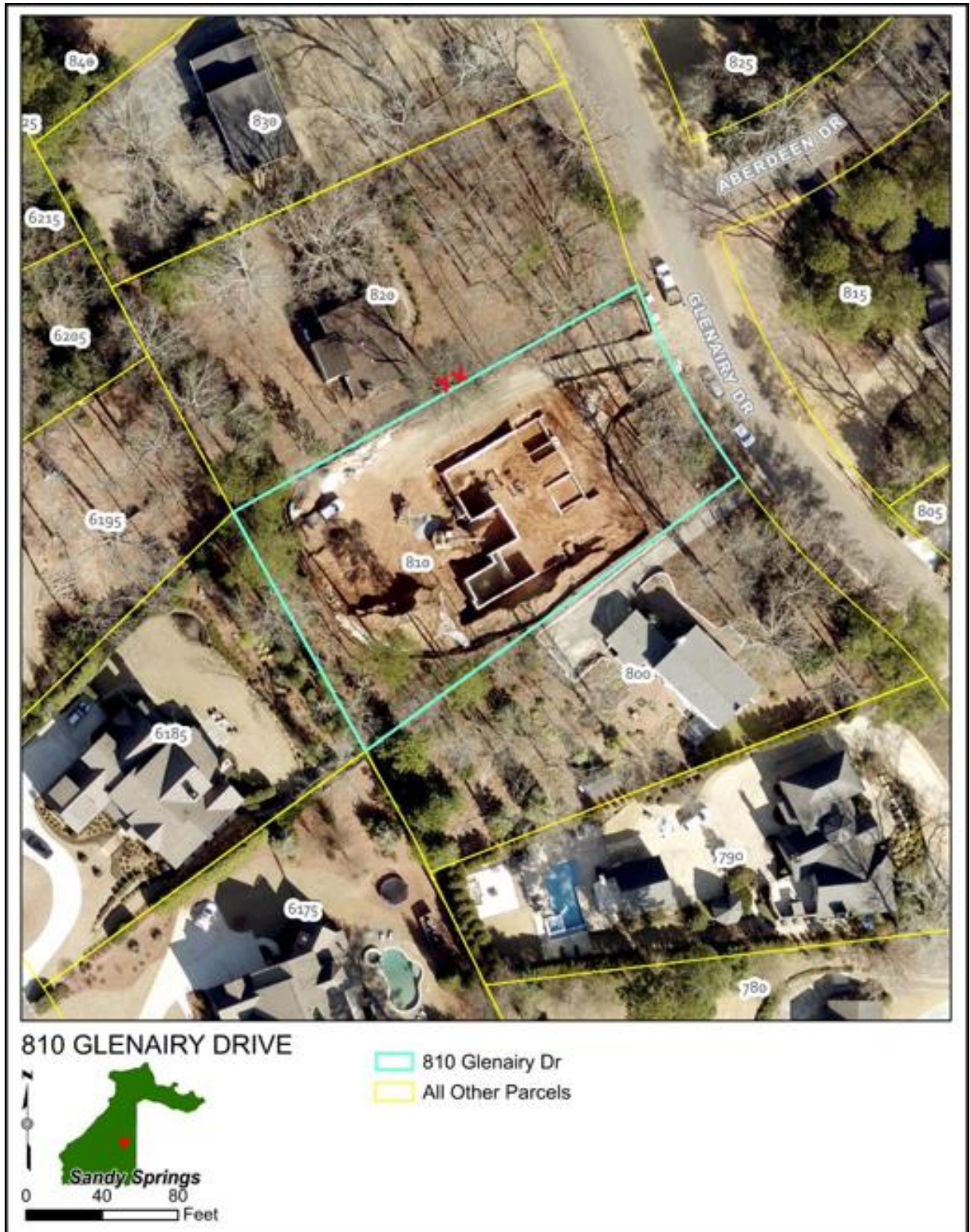
The owner of the Boundary Trees, Vivian Vakili, requested a review of Boundary Trees 602 and 603 to determine if the trees appeared to be in irreversible decline or dead due the construction activities on 810 Glenairy Drive. The trees were reviewed on April 17, 2023 by the City Arborists and Chief Environmental Compliance Officer, and we determined that the two trees are in irreversible decline. We recommend that a portion of the escrow funds be made available to remove and replace Trees 602 and 603. The remainder of the escrow amount would remain in the escrow fund for the duration of the three-year period to be available for the potential removal and replacement of the other impacted Boundary Trees.

RECOMMENDATION

Department of Community Development

Uphold the Director's decision to accept the City Arborists' determination that a portion of the escrow fund shall be released to the Boundary Tree owner at 820 Glenairy Drive, Vivian Vakili, for the removal of two Boundary Trees, Trees 602 and 603 pursuant to Development Code Section 9.3.8.E.

AERIAL IMAGE (Location in outlined in red)



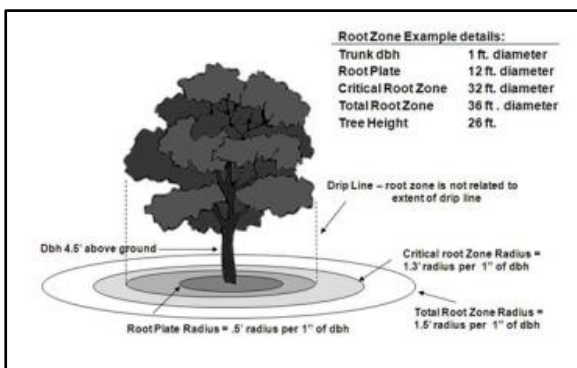
APPEAL CONSIDERATIONS

Construction impacts to the critical root zones of several Boundary Trees were assessed during the permit review process for the new residence at 810 Glenairy Drive.

Per Div. 12.2. A critical root zone is defined as the minimum rooting volume of a tree necessary to sustain the tree's life, generally defined as a circle on the ground corresponding to the tree's drip line or 1.25 feet for every inch DBH, whichever is greater. The critical root zone depth is 3 feet.

Per Div. 12.2. Diameter at breast height (DBH) is measured at 4.5 ft above the ground.

Per Section 9.3.4.A, a Boundary Tree means a tree 10 inches DBH or larger located on a property adjacent to a permitting property whose critical root zone or canopy extends into that permitting property. The image below does not accurately represent the City Ordinance. It is for general reference only.



If the critical root zone of a tree is impacted 25 percent or more, the tree is damaged to a degree to render uncertainty over the viability of the tree. If it is uncertain if the proposed project will deprive the Boundary Tree of continued viability, the escrow process will be initiated per Section 9.3.4.C. During the permit review process, the critical root zones of five Boundary Trees were determined to have been impacted 25 percent or more by the proposed project. As identified on the Tree Conservation Plan, the two trees that are subject to the appeal are listed below.

602 – 30" hickory – 40% impact (Landmark Tree)

603 – 21" hickory – 37% impact (Protected Tree)

The Boundary Trees were evaluated on 12/5/22, and the trees did not appear to be in irreversible decline or dead. However, we decided that further evaluation of the trees was warranted at a later date due to the dynamic nature of the site development process.

On 4/17/23, the Boundary Trees 602 and 603 were evaluated by staff members Layton Rideout (City Arborist), James Sanders (Chief Environmental Compliance Officer), and Roger Bledsoe (City Arborist). Staff determined that since the site visit on 12/5/22, the impacts to the critical root zones of Trees 602 and 603 had increased. The cut for the retaining wall was evident during the previous site visit in December; however, the terrain behind the cut slope had not been disturbed. Since the site visit in December, staff observed additional land disturbance occurred behind the retaining wall, up to the property line. While this area was shown as being disturbed on the approved site plan, discrepancies were found on the survey that altered the level of impact to the trees. On-site, the fence is marked as being on the property line, and the trees as adjacent to the fence (see photos below). Therefore, the location of the trees on the survey is inaccurate (see exhibit below). On-site, the land disturbance appears to be within 12" – 18" of the base of the trees (see photo below), which is closer to the trees

than what is shown on the plan. Consequently, the impacts to the critical root zones of the trees are greater on-site, as compared to the impacts documented on the plans.

Additionally, the roots of the trees were not cut per the instructions stated in Section 1.I of the Technical Manual (see photo below):

8. *Where tree roots must be cut, make only sharp, clean cuts to promote root regeneration.*

9. *When clearing and grading is planned in close proximity to a tree protection zone, the limit of disturbance shall be defined by a clean trench cut to a depth of 36 inches, to prevent the shredding and tearing of protected roots.*

The improper root cuts further impacted the remaining roots of the trees. Therefore, the trees are considered destroyed by the Sandy Springs Arborists due to the additional impacts to the critical root zones of the trees. A destroyed tree, as defined in Article 12 of the Sandy Springs Development Code, is “a tree which has damage to any of its parts causing, as determined by the City Arborist, the tree’s survival beyond 3 growing seasons to be unlikely.” As a result, the destroyed trees are considered to be in irreversible decline as outlined in Section 9.3.8.E. Staff determined that a portion of the escrow funds shall be made available to remove and replace Trees 602 and 603. Also, the remainder of the escrow amount shall remain in the escrow fund for the duration of the three-year period to be available for the potential removal and replacement of the other impacted Boundary Trees.

The Bowman’s outlined several issues in their appeal document, and responses to the issues are presented below.

1. **Issue:** The survey used and reattached for this determination doesn’t reflect the movement of the retaining wall away from the property line and trees in question to reduce the risk of damaging the root zones. The current distance is 10’ from the center of Tree 602 (30” Hickory) to the retaining wall. Additionally, there was no additional root disturbance during the backfill process of the retaining wall. The area in question can’t support heavy machinery, so a Bobcat was used to add dirt to the area over the retaining wall and hand raked into place. To prevent erosion, grass seed and straw were then added by hand. (Video Evidence Attached as of 4/28/2023)

Staff Response: Shifting the position of the retaining wall away from property line doesn’t alter the impact to the tree roots, as the soil behind the wall has been disturbed. Tree roots are sensitive to any changes in soil conditions, which includes cut and fill operations and soil compaction. Therefore, the backfill placed behind the retaining wall negatively impacted the tree roots.

2. **Issue:** An updated independent assessment from OneBark to support our appeal is underway and will be forwarded next week. We contend that the current findings from Boutte Tree aren’t independent since they will directly benefit financially from the removal and replacement of trees 602 and 603. We also contend that the groundwork is being laid to sue us for the Boutte Tree \$60K questionable valuation of 602 in an earlier complaint if the city renders a decision to remove the living trees. Therefore, their evaluation can’t be relied on to provide a fair and independent assessment.

Staff Response: The recent report from OneBark on 5/2/23 states that the trees appear to be in good health. The canopy and trunk of the trees show no visible signs of decline; however, the roots were impacted to a high degree and initially cut haphazardly for the retaining wall installation. The roots are crucial for the uptake of water and nutrients and provide stability for the tree. We assert that the improper root pruning in conjunction with the high degree of impact to the critical root zones of the

trees produced a detrimental effect on the integrity of the root system of the trees and furthers the decline of the trees.

In regard to the independence of the arborist reports, all of the private arborist assessments are presumed to have a degree of bias. Our findings take into account the arborist reports, but our findings are mainly derived from our own observations and assessment of field conditions.

3. **Issue:** Tree 603 needs to be reevaluated regarding diameter size (Landmark Status), due the fact that the tree splits into 2 trunks at chest height, which causes the tree to measure larger than its actual age and size.

Staff Response: A Boundary Tree is defined as a tree that is 10" diameter at breast height (DBH) or larger, which includes this tree. Also, a hardwood tree, such as a hickory, is only classified as a Landmark Tree if it is 27" DBH or larger. Tree 603 was field measured to be 19.6" DBH by a City Arborist on 5/19/23. Slight variations in the reported DBH of a tree is normal as the measurement is required to be taken 4.5 ft above the ground, and in field, the location is often approximated slightly differently between technicians. These variations do not significantly alter the size of the critical root zone nor the level of impact assessed to the critical root zone. Furthermore, the measurement for diameter at breast height is taken at 4.5' above the ground, which is below the split of the stems. Therefore, the DBH of the tree shown on the Tree Conservation Plan is correct.

4. **Issue:** Prior to backfilling of the retaining wall, all exposed roots (which were minimal based on earlier submitted photos) were in fact trimmed to OneBark's specs to encourage root growth. Now with the backfill in place the roots have additional support and room to grow. We have also removed the old fence to provide a clear view, more air and light to trees 602 and 603 to encourage additional growth.

Staff Response: Initially, the terrain was cut for the placement of the retaining wall. During the initial grading, the vertical cut into the soil profile disturbed the critical root zone of the Boundary Trees. During this process, the roots were harmed as they were not cut in accordance with Section 1.I of the Technical Manual (see below).

8. *Where tree roots must be cut, make only sharp, clean cuts to promote root regeneration.*
9. *When clearing and grading is planned in close proximity to a tree protection zone, the limit of disturbance shall be defined by a clean trench cut to a depth of 36 inches, to prevent the shredding and tearing of protected roots.*

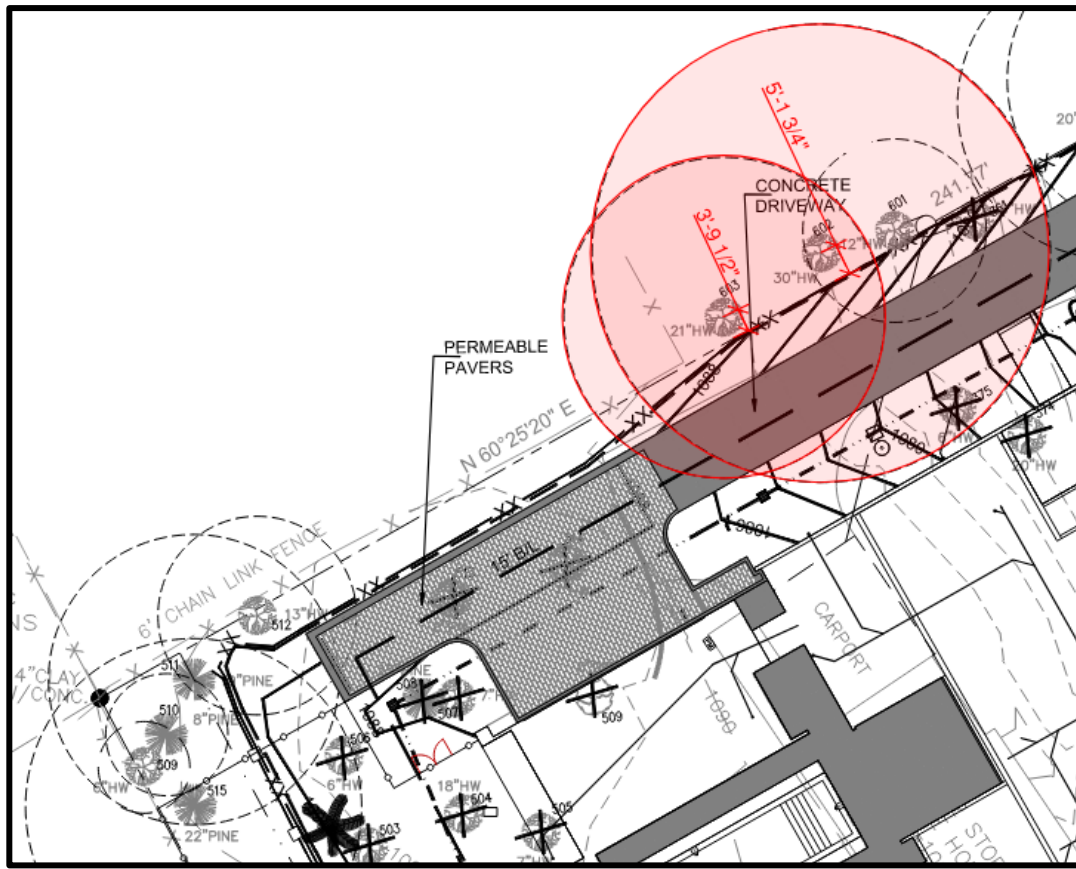
This condition was documented in the arborist report provided by Boutte Tree, Inc. on 12/1/22 with the site visit being performed on 11/6/22. As stated in Boutte's report, the roots were not pruned prior to grading, and the soil was not treated appropriately afterwards to prevent desiccation and degradation of the remaining root system. This site condition was left untreated for several months prior to the root pruning performed per OneBark's recommendations for the backfilling of the retaining wall; therefore, the root system is presumed to have further degraded during this interim period. As a result, the initial improper root cuts further impacted the remaining roots of the trees.

5. **Issue:** This is just another attempt at harassment for monetary gain by Vivian Vakili and her partner. The constant phone calls to the city / mayor and repeated harassment of our contractor's team on site including physical video evidence, which is attached, and police report filed against Vivian and her partner is getting extremely concerning.

Staff Response: The behavior of the residents is not being evaluated or taken into consideration when formulating our determination. We are strictly reviewing the construction activities that have occurred on the property and their corresponding impact on the Boundary Trees.

In conclusion, the City Arborists and Chief Environmental Compliance Officer recommend that the appeal by the Bowman's be denied.

Exhibits / Photos



*On the Tree Conservation Plan, the trees are shown as being located several feet off of the property line, which doesn't match field conditions as the trees are actually located on the property line. This discrepancy increases the degree of impact to the critical root zones of the trees.



*The property line is field marked as being located on the fence line.



*Tree 602 abuts the property line, which differs from the location of the tree shown on the survey.



*Tree 603 abuts the property line, which differs from the location of the tree shown on the survey.



*The backfill / disturbed area is located 12” – 18” from the property line, which increases the degree of impact to the critical root zones of the trees on-site compared to what is shown on the plans.



*The roots were not cleanly cut to a depth of 36 inches per the instructions outlined in Section 1.I of the Technical Manual.

COMMENTS FROM OTHER PARTIES
N/A

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION
Staff respectfully recommends the Board of Appeals uphold the determination of the City Arborist.

IT'S NEVER TOO LATE | Meet Paul Wiser, the 81-year-old who just graduated from Kennesaw State University

By Jake Busch
jbusch@mdjonline.com

KENNESAW — The booming ovation Paul Wiser received as he crossed the stage in Kennesaw State University's Convocation Center shows his commitment is an inspiration to many.

Wiser, 81, graduated magna cum laude with a degree in interdisciplinary studies from KSU's Radow College of Humanities and Social Sciences recently, nearly 40 years after he first began his education at the university.



Jake Busch

Paul Wiser, who graduated magna cum laude from Kennesaw State University at age 81, was the school's oldest spring 2023 graduate.

He was KSU's oldest spring 2023 graduate and achieved a 3.72 GPA. Wiser was also one of 60 veterans who graduated this spring, having served in the Army from 1959-1962.

Wiser is considered a non-traditional student, or a student who has been out of high school at least five years. According to the state university system, there were 2,872 non-traditional students at KSU this spring.

Wiser initially enrolling in 1985, when it was still Kennesaw College, to study business. He had a long, successful career in the hospitality and financial sectors, serving in numerous banks and credit unions and as a financial planner, but did not complete his college coursework until now.

Once he retired, he decided to finish what he started at KSU and become the first in his family to earn a college degree. More importantly, he wanted the credential to be able to move forward in his efforts to end veteran homelessness.

'THIS IS NOT ABOUT ME'

Initially intending to study business, Wiser shifted his focus to criminal justice, with a minor in leadership.

Wiser prides himself on wanting to fix things, so it makes sense his senior seminar research project, "Local Com-

munity Initiatives Can End Veteran Homelessness," came about after he identified the problem.

"The Atlanta homeless population for veterans is the second largest in the nation," he said.

He realized the federal government had too much on its plate to tackle veteran homelessness, so Wiser decided to focus on local approaches to address the problem.

"My approach is, we want to start it at the local level, controlled and managed by local people, bring all of the resources that the federal government has — because they've got some good ones and some bad ones — but bring it to the local level and create a local, community-driven element that will end veteran homelessness," Wiser said.

If it proves effective, the approach could be expanded to other homeless communities, he added. Until then, his goal is to continue the work, in collaboration with KSU's Center for the Advancement of Military and Emergency Services Research, of solving part of America's homelessness crisis.

For Wiser, his college coursework was personal: For nearly 40 years, he cared for his older

brother Ernest, a Korean War veteran who experienced his first schizophrenic episodes while serving in the early 1950s.

Using skills promoted by the National Alliance on Mental Illness, Wiser helped his brother manage his schizophrenia, and Ernest lived 19 years longer than the normal life expectancy for those with the disorder.

"This is not about me, because my life has been totally built by other people and what they have experienced," Wiser said.

Speaking about his project, Wiser said it's imperfect.

"Because I'm not that smart, but I want to help get started, because I don't know how much time God's got for me here on Earth, but while I'm here, I'll give him whatever I've got."

'A SERVANT-LEADER'

For many who did not grow up in the age of smartphones and social media, online coursework may seem daunting.

Wiser, who completed his KSU degree entirely online, tackled the challenge head-on.

Joan Ledbetter, now a professor at the University of

Tampa, taught Wiser in the fall of 2021 in a course called "Integrated Approach to Social Justice."

In the course, students had to complete various projects involving different platforms and computer programs to show the numerous factors that influence social justice issues.

"His work was phenomenal," Ledbetter said, even after he talked about lacking technical expertise compared with his younger classmates.

His final project for the course, "Families in Crisis: Invisible Injuries on the Homefront," was a website with various resources and personal reflections on active duty military and veterans challenged by mental illness.

"It was all new to him as an older student, but he did the best job of anybody, and the most thorough, thoughtful, interesting work of all the students," Ledbetter said. "What professor doesn't love that?"

Wiser was an asset, Ledbetter said, especially during class discussions, where he shared his life experience.

Wiser, who lives in Canton with his wife, Rosemary, a retired IV therapist at Piedmont Hospital, is the father of two children.

"It's always helpful to have some mixture in the classroom for experiences, but with him taking it seriously and being such a mature adult, that really helped the rest of the class to rise up," Ledbetter said. "You know what they say: All ships rising at the same time with the tide, and he was the tide making all the ships rise."

A PROFESSOR'S DREAM

Katharine Schaab, coordinator and associate professor of Interdisciplinary Studies and Wiser's senior seminar instructor, echoed Ledbetter's praise.

"Paul I think in so many ways is the exact type of stu-

dent that professors want to work with," Schaab said. "He has a passion, he is just so enthusiastic about learning more, about being engaged with not only the topic, but people that it affects."

Wiser understood his work transcends the classroom and

makes an impact in the lives of people, Schaab added.

"He devotes himself to the research, to being in conversation with people and to continuing to improve how he thinks about and writes about and analyzes the issue at hand," she said.

SANDY SPRINGS NOTICE OF APPEAL

Petition Number:	AP23-00002
Petitioner:	Tom Bowman
Property Location:	810 Glenairy Drive Parcels #: 17 003600030124
Present Zoning:	RD-27
Request:	An appeal of the Director's determination of Section 9.3.8.E. regarding release of tree escrow funds pursuant to section 11.6.3.
Public Hearings:	Board of Appeals June 7, 2023 at 6:00 p.m.
Location:	Sandy Springs City Hall 1 Galambos Way Sandy Springs, Georgia 30328 770-730-5600
Virtual Option:	Zoom Webinar at http://spr.gs/boameeting For instructions on how to provide public comment during the Public Hearing, please visit http://spr.gs/publiccomment .

SANDY SPRINGS NOTICE OF CHARACTER AREA MAP AMENDMENT

Petition Number:	CA23-0001
Petitioner:	City of Sandy Springs
Property Location:	6010 Bluestone Road, 135 Hilderbrand Drive, 51 Sandy Springs Place
Present Zoning:	CON
Request:	Character Area Map Amendment from Conservation/Parks to City Springs
Public Hearings:	Mayor and City Council June 6, 2023 at 6:00 p.m.
Location:	Sandy Springs City Hall 1 Galambos Way Sandy Springs, GA 30328 770-730-5600
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 .

FULTON

From A1

for with state funding.

In addition to these projects, Pitts announced a new mobile app called Fulton Cares, which is a "one-stop shop" for all health and human services that are funded by Fulton County.

Addressing the recent closure of two hospitals in central and south Fulton County, Pitts said a new primary care clinic will be opening in East Point through a partnership with the Morehouse School of Medicine, and the county is working with Grady to open two additional primary clinics in those areas.

After the hospitals closed, Fulton County joined with the Morehouse School of Medicine to review the healthcare situation in central and south Fulton.

"We learned that the closure of the two hospitals disrupted the healthcare systems not

only of in these communities but in the entire region," Pitts said. "We now have a literal healthcare desert."

Pitts said there was already a healthcare disparity in those regions, but it was made worse by the closures.

The healthcare review found that "because of these disparities, an average resident in central and south Fulton County lives five years less than their neighbors in north Fulton County," Pitts said. "No one should die early because of their zip code."

In a few months, Pitts said, the county will open an elections hub, which a warehouse that will house all of Fulton's elections operations and equipment under one roof.

Fulton County is also investing \$1 billion in water infrastructure, Pitts said, including building the county's largest-ever water treatment plant at Big Creek and expanding sewer capacity in south Fulton County.

Other projects mentioned include a new animal shelter, an electric vehicle initiative, updates to the jail and a tiny home pallet opening in College Park.

This was Chairman Pitts' third State of the County address since being elected as Commission Chairman at the end of 2017, and his first since 2019, after three years missed during the COVID-19 pandemic.

The Council for Quality Growth and Fulton County Government hosted the event, while Development Authority of Fulton County and the Fulton-DeKalb Family Life Center were presenters.

Co-hosts of the event were Fulton County Government, the ATL Airport Chamber, the Greater North Fulton Chamber of Commerce, and the Greater South Fulton Chamber of Commerce.

To view the entire State of the County Address, visit <https://youtu.be/pPFGr5ohwe8>.

PAWS

From A1

on site — Tap Truck ATL will provide ice-cold beer and cocktails and Linkz Express will be serving grilled seafood, sandwiches and smoked meats. Participants with a sweet tooth can visit

Operation Mini Donuts at the fundraiser.

Event-goers will also be able to enter their pooch in a costume contest hosted by local celebrity judges, including former "The Bachelor-ette star" Josh Murray, ATL Bucket List founder Alyssa Fagien and 11Alive sports reporter Maria Martin.

Last year's fundraiser had

more than 500 attendees and raised \$9,500 for Royal Animal Refuge, a Fayette County nonprofit that saves adoptable pets from overcrowded shelters.

Puppy Haven Brookhaven is at 2740 Caldwell Road NE in Atlanta. For more information on Puppy Haven or its Party for the Paws event, visit www.puppyhaven.com/events.

CITY OF SANDY SPRINGS, GEORGIA FISCAL YEAR 2024 (FY24) BUDGET REVIEW & ADOPTION (July 1, 2023 - June 30, 2024)

The Mayor and Council of the City of Sandy Springs will hold a **Public Hearing** on the Fiscal Year 2024 Proposed Budget on **June 6, 2023, at 6:00 p.m.** at the regular City Council Meeting at Sandy Springs City Hall, Studio Theatre, 1 Galambos Way, Sandy Springs, Georgia 30328. The Fiscal Year 2024 Proposed Budget will be available for public inspection at 4:00 p.m. on May 23, 2023, in the Lobby at Sandy Springs City Hall and at www.SandySpringsGa.gov.

A second **Public Hearing** on the FY2024 Budget will be held on **June 20, 2023, at 6:00 p.m.** at the regular City Council Meeting at Sandy Springs City Hall, Studio Theatre, 1 Galambos Way, Sandy Springs, Georgia 30328. The Mayor and Council intend to adopt the Budget for Fiscal Year 2024 at this meeting by enactment of a budget ordinance.

The Public Hearing scheduled for June 6, 2023, is intended to satisfy the requirements of O.C.G.A. 36-81-5, while the second Public Hearing on June 20, 2023 is in addition to such legal requirements. All meetings are open to the public.

INVITATION TO BID 23-074 PAVEMENT MARKINGS FOR PUBLIC WORKS BID DUE DATE June 12, 2023, 2:00 PM EST

VIA ZOOM

Join Zoom Meeting
Join Zoom Meeting

<https://zoom.us/j/5773450328?pwd=S0o0Rkc2SmRsWkowMTJpcnJPWHhWQT09>

Meeting ID: 577 345 0328

Passcode: 031237

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

NON-MANDATORY PRE-BID CONFERENCE May 19, 2023, 11:30 AM EST

VIA ZOOM

Join Zoom Meeting
Join Zoom Meeting

<https://zoom.us/j/5773450328?pwd=S0o0Rkc2SmRsWkowMTJpcnJPWHhWQT09>

Meeting ID: 577 345 0328

Passcode: 031237

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

QUESTIONS DUE June 1, 2023, 5:00 P.M. EST

Bids shall only be accepted online through the Bonfire Portal at:

<https://sandysprings.bonfirehub.com/projects/94227/details>

Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

GENERAL INFORMATION:

- All communications regarding this solicitation must be with the assigned Procurement Agent, Ericka Kelly, purchasing@sandyspringsga.gov.
- All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/94227/details>. Questions are due **no later than June 1, 2023, 5:00 p.m.** Questions received after this date and time may not be answered.
- Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at <https://sandysprings.bonfirehub.com/projects/94227/details>. It is the Offeror's responsibility to check the Bonfire portal for any addendum or other communications related to this solicitation.

INVITATION TO BID 23-075 PAVEMENT CONDITION INDEX STUDY BID DUE DATE June 13, 2023, 2:00 PM EST.

VIA ZOOM

Join Zoom Meeting
Join Zoom Meeting

<https://zoom.us/j/8146434147?pwd=enEQQWVhZjVVRZjdtQmorQT09>

Meeting ID: 814 643 4147

Passcode: K6qKVp

+13017158592,,8146434147#,,, *495973# US (Washington DC)

+13126266799,,8146434147#,,, *495973# US (Chicago)

Passcode: 495973

NON-MANDATORY PRE-BID CONFERENCE May 19, 2023, 10:00 AM EST

VIA ZOOM

Join Zoom Meeting
Join Zoom Meeting

<https://zoom.us/j/8146434147?pwd=enEQQWVhZjVVRZjdtQmorQT09>

Meeting ID: 814 643 4147

Passcode: K6qKVp

+13017158592,,8146434147#,,, *495973# US (Washington DC)

+13126266799,,8146434147#,,, *495973# US (Chicago)

Passcode: 495973

QUESTIONS DUE June 1, 2023, 5:00 P.M. EST

Bids shall only be accepted online through the Bonfire Portal at:

<https://sandysprings.bonfirehub.com/projects/94225>

Any proposal submitted n any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

GENERAL INFORMATION:

- All communications regarding this solicitation must be with the assigned Procurement Agent, Edward McAdoo III, purchasing@sandyspringsga.gov.
- All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/94225>. Questions are due **no later than June 1, 2023, 5:00 p.m.** Questions received after this date and time may not be answered.
- Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at <https://sandysprings.bonfirehub.com/projects/view/94225>. It is the Offeror's responsibility to check the Bonfire portal for any addendum or other communications related to this solicitation.



SANDY SPRINGS™
GEORGIA

RECEIVED
5/1/2023 3:10pm
LSW

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 810 Glenairy Drive, Sandy Springs, GA 30328	
	Parcel Tax ID(s): 17 0036 00030124	
	Total acreage: 0.714AC	Council District: 17
	Current zoning: Residential	Current use: New Construction
	Character Area: Protected Neighborhood	

APPLICATION	Detailed request (include Code Section No.): This variance application is to request the reversal of the irreversible decline decision as outlined in Section 9.3.8.E and Article 12 communicated via Roger Bledsoe's email dated 4/21/23, where he ruled that the trees are considered destroyed by the Sandy Springs Arborists due to the additional impacts to the critical root zones of the trees.	
	Petitioner: Tom & Ninya Bowman	
	Petitioner's address: [REDACTED]	
	Phone: [REDACTED] Email: [REDACTED]	

OWNER	Property owner: Tom & Ninya Bowman	
	Owner's address: [REDACTED]	
	[REDACTED]	
	Phone: [REDACTED]	Email: [REDACTED]
	Signature (authorizing initiation of the process): <i>If the property is under contract, provide a copy of the contract</i>	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date:	Anticipated Application date:
Anticipated BOA date:	
ADDITIONAL INFORMATION NEEDED:	



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: Tom Bowman	Sworn and subscribed before me this <u>27</u> th day of <u>April</u> 20 <u>23</u> Notary public: <u>Bridhan Ch. Sen</u> Seal:  Commission expires: <u>13 July 2025</u>
Address: [REDACTED]	
City, State, Zip Code: Sandy Springs, GA 30328	
Email address: [REDACTED]	
Phone number: [REDACTED]	
Owner's signature: <u>Ta V S</u>	

B- If the Applicant is *not* the 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 (<i>attach a copy of the contract</i>); or	
☐ He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or	
☐ He/she has an estate of years which permits the Applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name:	Sworn and subscribed before me this ____ th day of _____ 20____ Notary public: Seal: Commission expires:
Company name:	
Address:	
City, State, Zip Code:	
Email address:	
Phone number:	
Applicant's signature:	

Sandy Springs

Re: Letter of Intent – 810 Glenairry Drive, Sandy Springs, GA 30328

This appeal request is in response to Roger Bledsoe's email dated 4/21/23, where he ruled that the trees are considered destroyed by the Sandy Springs Arborists due to the additional impacts to the critical root zones of the trees. A destroyed tree, as defined in Article 12 of the Sandy Springs Development Code, is "a tree which has damage to any of its parts causing, as determined by the City Arborist, the tree's survival beyond 3 growing seasons to be unlikely." As a result, the destroyed trees are considered to be in irreversible decline as outlined in Section 9.3.8.E., and a portion of the escrow funds will be made available to remove and replace Trees 602 and 603. The remainder of the escrow amount will remain in the escrow fund for the duration of the three-year period to be available for the potential removal and replacement of the other impacted Boundary Trees.

This appeal is meant to establish that the trees in question, 602 and 603, haven't been destroyed and are in fact thriving. The irreversible decline evaluation needs to be reversed and no escrow monies should be released at this time for removal and replacement.

- 1) The survey used and reattached for this determination doesn't reflect the movement of the retaining wall away from the property line and trees in question to reduce the risk of damaging the root zones. The current distance is 10' from the center of 602 30" Hickory to the retaining wall. Additionally, there was no additional root disturbance during the backfill process of the retaining wall. The area in question can't support heavy machinery, so a Bobcat was used to add dirt to the area over the retaining wall and hand raked into place. To prevent erosion, grass seed and straw were then added by hand. (Video Evidence Attached as of 4/28/2023)
- 2) An updated independent assessment from OneBark to support our appeal is underway and will be forwarded next week. We contend that the current findings from Boutte Tree aren't independent since they will directly benefit financially from the removal and replacement of trees 602 and 603. We also contend that the groundwork is being laid to sue us for the Boutte Tree \$60K questionable valuation of 602 in an earlier complaint if the city renders a decision to remove the living trees. Therefore, their evaluation can't be relied on to provide a fair and independent assessment.
- 3) Tree 603 needs to be reevaluated regarding diameter size (Landmark Status), due the fact that the tree splits into 2 trunks at chest height, which causes the tree to measure larger than its actual age and size.
- 4) Prior to backfilling of the retaining wall, all exposed roots (which were minimal based on earlier submitted photos) were in fact trimmed to OneBark's specs to encourage root growth. Now with the backfill in place the roots have additional support and room to grow. We have also removed the old fence to provide a clear view, more air and light to trees 602 and 603 to encourage additional growth.
- 5) This is just another attempt at harassment for monetary gain by Vivian Vakili and her partner. The constant phone calls to the city / mayor and repeated harassment of our contractor's team on site including physical video evidence, which is attached, and police report filed against Vivian and her partner is getting extremely concerning.


4/28/23

Sandy Springs

Re: Variance Analysis – [REDACTED]

This variance application is to request the reversal of the irreversible decline decision as outlined in Section 9.3.8.E and Article 12 communicated via Roger Bledsoe's email dated 4/21/23, where he ruled that the trees are considered destroyed by the Sandy Springs Arborists due to the additional impacts to the critical root zones of the trees. NO additional impacts were made to the critical root zones of trees 602 and 603, therefore the original decision to save and monitor the trees in question should be reinstated.

This variance request would support the Development Code (Sec. 1.1.5) by allowing these landmark trees to remain in place ensuring:

- Conservation of land and natural resources
- Promoting the preservation of tree canopy in our residential area
- Preserving our established neighborhood and reinforce our landmark tree characteristics
- Promoting quality landscape with mature and healthy trees


4/28/23



Manage Payment

Search



NEW PAYMENT



Details



Fees



Internal Notes



Files



Print Documents



History

TRC-
006574-23-
09-2021
(\$12,650.00
Fee
Payment)

Billing Contact

FLUX CONSTRUCTION, JORGE
BAZAN



Payment Method

Other

Payment Amount

\$12,650.00

Transaction Date

09/23/2021

Payment Note

Paid online 9/22/21

Payment Date

09/23/2021

Office

Transaction Note



Transaction Status

Complete

Deposit Reference



Transaction Type

Fee Payment

Batch Number



OPEN REGISTER



2144 Bolton Rd. NW
Atlanta GA 3031

Office (404) 799 5472 Fax (404) 799 8661 Mobile (404) 978-5557 jessa@bouttetree.com www.bouttetree.com

February 23rd, 2023

Vivian Vakili,

This letter is to make it clear that both the 32" hickory and the 19" hickory on your property at 820 Glenairy Drive are irreversibly compromised as a direct result of the permitted grading and excavation on your neighbor's property at 810 Glenairy Drive.

Per my full report dated December 1, 2022, your 32" hickory has suffered a 39% loss to its critical root zone and an 18% loss to its structural root plate. The 19" hickory has suffered a 34% loss to its critical root zone and an 11% loss to its structural root plate. Both of these trees are considered destroyed. Furthermore, depending on factors such as retaining walls, soil saturation levels, canopy lean, rainfall, and windspeed, damage within the structural root plate can lead to immediate failure of the root plate and overturning of the tree. This is of high concern in this case, and no mitigation options are available for the 32" Hickory nor for the 19" Hickory. While not all destroyed trees pose an increased risk of damage to property or loss of life, these do.

As I indicated in my full report, there were other trees on your property that were damaged as well by the permitted work, but the impact to them was less and they may not be as badly compromised. Even those trees will likely decline without treatment.

As an ISA-Board Certified Master Arborist for 10 years, with 25 years of experience in the industry dealing with these kinds of matters, I am well qualified to write on this subject. I sincerely hope that this explanation aids you in your discussion with the City of Sandy Springs.

Very Best Regards,

Tierson Boutte



Consulting Services

Report Type: Assessment & Appraisal of trees at 820 Glenair Dr. in Sandy Springs, GA

Arborist: Tierson Boutte

Credential #: ISA Board Certified Master Arborist SO-5119B

Date of Report: November 6th site visit and report completed on December 1st, 2022

Overview

The facts of this case, as nearly as can be determined by the information received, are as follows:

Vivian Vakili of 820 Glenair Dr. owns 5 or so medium and large-sized trees located close to the left property line. The neighbors, Tom & Ninya Bowman, have begun construction on a house and have dug deeply and widely within the root systems of these trees.

In this report I will offer an appraisal value for the trees, after a section that deals with the current impacts to the tree, explains how impacts can be understood, and details potential mitigation options to aid the neighbors and Vivian Vakili in preserving trees, to the extent that they decide to pursue preservation.

I perform tree appraisal services for both insurance companies (often the defendant in a dispute) and private tree owners (often the plaintiff) and in all cases utilize a similar approach to tree appraisal. That approach involves exploring different accepted methods of appraisal and weighting them to achieve a balanced appraisal. My goal with every appraisal is to provide a credible and accurate appraisal and explain the process so that any interested party can understand the logic underlying it.

I will appraise the planted tree using a combination of the cost approach and the other approaches. I provide a calculation using the Trunk Formula Method to assist with the cost approach and explore the Cost of Cure. To be fully defensible, any cost of cure must be derived from proposals from reputable third-party contractors who visit the site, but this is expensive and time consuming. In place of this I have in the past used my own experience to estimate the labor portion of the installation of trees. I will employ that approach here, with the caveat that if a greater degree of certainty is required for the cost to cure, bids can be solicited from third party vendors. I am confident that the numbers will be similar.

I will also use the market approach, to the extent possible, to corroborate and qualify the value determined from the cost approach. The market approach considers that the value of the trees is tied intrinsically to the value of the land. Because the land (unlike mature trees) is subject to market forces, it is possible to thereby determine an objective value for the tree by considering the tree's contributory effect on land value.

Assessment of Damage

Upon inspecting the left property line of 820 Glenairy, I found that the adjacent property owner has dug a trench some 4-10 feet deep in a mostly straight line parallel with their right property line and about 2-3 feet within it. The roots were severed with an excavator and no root pruning was performed. The soil has not been protected from desiccation and on the day I visited (November 6th, 2022) the soil was dried and cracking a distance of some 12 inches back from the plane of excavated earth. The table below shows the sizes of the trees' root zones and critical root plates and the degree of damage to each.

Tree	Distance from root flare to cut line	Structural Root Plate diameter & % lost	CRZ diameter & % lost	Conclusion
22" Hickory	6'	13 ft. dia.; CRP 133 sq. ft. 1.7 sq. ft. or 1% loss	CRZ 1,521 sq. ft.; 461 sq. ft. destroyed. 30% loss.	Additional measures may save this tree.
21" White Oak	8'	13 ft. dia.; CRP 133 sq. ft. No loss	CRZ 1,385 sq. ft.; 331 sq. ft. destroyed. 24% loss	This tree should survive without additional measures
11" Hickory	3.5'	9 ft. dia.; CRP 64 sq. Ft. 3.9 sq. ft. or 6% loss	CRZ 380 sq. ft.; 104.5 sq. ft. loss. 28% loss	Additional measures may save this tree
32" Hickory	4'	15.3 ft. dia.; CRP 184 sq. ft. 33.6 sq. ft. or 18% loss	CRZ 3,217 sq. feet.; 1,269 sq. ft. destroyed. 39% loss	This tree is considered destroyed
19" co-dominant Hickory	4'	12 ft. dia.; CRP 113 sq. ft. 12.4 sq. ft. or 11% loss	CRZ 1134 sq. ft.; 387 sq. ft. destroyed. 34% loss	This tree is considered destroyed

The rules and guidelines for determining these crucial root boundaries vary by municipality. I used the widely-accepted local practice in which each inch of diameter of the tree's stem converts to one foot of radius of its Critical Root Zone. This is smaller than CRZs derived using other methods, but the approach is widely used locally. By this measurement, the 22" Hickory would have a CRZ of 44 feet in diameter centered on the tree. In general, a tree is considered survivable with incursions up to 25% of the CRZ, and with well-designed protective measures incursions up to 33% are considered survivable by the tree. The calculations used to determine the Structural Root Plate are included in the appendix of this report; they are based on an average of local (City of Atlanta) and regional (Mississippi State University) approaches. Any incursion into the SRP is generally considered lethal to a tree, although very small and/or localized damage are considered survivable with well-designed protective measures.

Based on these criteria, the 32" Hickory and the 19" Hickory are considered destroyed. The other trees will require some level of care going forward to prevent their destruction. The trees' current level of health is not indicative of the harm done to them. This is because the damage was done during the end of a wet and relatively cool growing season, and the trees have not yet been exposed to the stresses for which their reduced root zones will be inadequate, namely, intense heat and lack of rain, coupled with insects and fungal pathogens which act advantageously in those circumstances. In other words, the trees are damaged in a way that will lead to precipitous decline in health in the next few years, a decline that *would not have occurred* if the damage *had not been done*. See below in the section entitled "Explaining Tree Damage" to understand further how an arborist analyzes tree risk and damage.

Below are the notes on the trees' current condition:

The 22" Hickory exhibits canopy health is at 80% and there are no signs of disease in any of the symplasm. The tree has early leaf drop. Tree protective fencing is in place, albeit without signage, and no other measures to protect this tree are currently in place.

The 21" White Oak exhibits canopy health is at 60% and there are signs of leaf miner disease on the foliage. This disease is not likely to affect the long-term health of the tree and it not related to the damage done to the roots. Rather, it is a cyclic disease that affected white oaks statewide strongly this year. Tree protective fencing is in place, albeit without signage, and no other measures to protect this tree are currently in place.

The 11" Hickory exhibits canopy health is at 90% and there are no signs of disease in any of the symplasm. There are no measures to protect this tree are currently in place.

The 32" Hickory exhibits canopy health is at 90% and there are no signs of disease in any of the symplasm. Tree protective fencing is per se is absent; there is a pre-existing wooden fence in place, albeit without signage and not ideally positioned to protect the tree, and no other measures to protect this tree are currently in place.

The 19" co-dominant Hickory exhibits canopy health is at 90% and there are no signs of disease in any of the symplasm. Tree protective fencing is per se is absent; there is a pre-existing wooden fence in place, albeit without signage and not ideally positioned to protect the tree, and no other measures to protect this tree are currently in place.

The destroyed trees are considered destroyed, even though they are currently alive and well. This distinction has no real bearing on an appraisal because the *lost value* of a tree is the same whether it is destroyed or dead. An example relatable to many people is that of a person living with cancer. The section immediately following explains more.

The City of Sandy Springs employees' rely on a criteria of "irreversible decline," meaning that they consider a tree to be destroyed after the impacts to a tree have begun to manifest themselves visibly in the form of a sick or dying tree. Presumably, the City would be looking at things like canopy health, shoot elongation, foliage size, foliage drop (for deciduous trees), and the presence of disease. Other cities and, importantly, court systems consider the actual damage done to trees' root systems in the context of the probability of tree survival.

To borrow another example, suppose that a house was built on ground that was in turn supported by a large retaining wall, such as a Gabian wall. If the Gabian wall was damaged, for example if the lower third of the wall were scraped away by an excavator, then the wall's lifespan would be significantly shortened, from a timespan on the order of decades to a timespan on the order of a year. While the house itself wouldn't necessarily shift immediately, the sequence of events leading to the failure of the house are clear and obvious, at least to a competent engineer. In this case, the connection between the loss of the tree and the events that caused it -- namely, cutting more than 25% of the roots within the CRZ and impinging well into the SRP, are clear to a competent arborist even if to a layperson the connection isn't clear.

Explaining Tree Damage

When an arborist contemplates tree damage, they consider both the ways that a given impact will affect the tree's health, as well as the how the impact may threaten the structural integrity of the tree.

The trees' Critical Root Zones (CRZ), which are the larger circles described above, mostly relate to the health of the trees, this CRZ contains the finer roots which absorb water, and also some nutrients, which are crucial to the tree's metabolic

functions. For example, a tree cannot perform photosynthesis without sufficient water. With abundant rainfall a tree may be able to absorb what it needs from a fraction of its roots, but when the weather is dry the reduced root system will also mean stress and possibly starvation for the tree; it will not be able to perform evapotranspiration or easily produce food. This is of high concern in this case, and any mitigation options for the 32" Hickory and 19" Hickory are likely to prove inadequate. With plentiful rainfall and low summer temperatures over the next 3-5 years the trees' response to mitigation efforts would be better.

The trees' Structural Root Plates (SRP), which are the smaller circles described above, mostly relate to the stability of the trees, the SRP contains the larger anchoring roots which hold the tree upright. Unlike the smaller roots which are mainly needed for absorption of water, these roots are large enough that when they are cut or damaged, significant resources are expended to stop the resulting injury from decaying the root. In the case of multiple injuries impacting many roots within the structural root plate, it's considered very likely that decay will advance uncontrolled, and that root system will be weakened by decay over the next 2-8 years. Furthermore, depending on factors such as retaining walls, soil saturation levels, canopy lean, rainfall, and windspeed, damage within the SRP can lead to immediate failure of the root plate and overturning of the tree. This is of high concern in this case, and no mitigation options are available for the 32" Hickory nor for the 19" Hickory.

Recommendations for maximizing the chances of tree survival

In order maximize the survivability of the trees, the following precautions should be taken:

1. Erect meaningful tree protection fences as close as possible to the damage boundaries and use signage to identify them.
2. Spread 3"-5" of mulch on the root systems of all impacted trees every two years.
3. Place a moisture barrier placed over the cut boundaries to minimize desiccation of the soil. This should be placed over the "corner" of the cut boundary and should extend 1 foot laterally over the surface and 3 feet vertically covering the bare earth. This will also help if concrete products are used in the vicinity of the root system
4. The trees should all be treated 4 times yearly with a borer protective spray through construction and three years afterwards.
5. The trees should be watered throughout any dry periods over the next 3 years.

These are all relatively low-cost measures. I estimate the cost to perform these services over the next 3 years would be between \$4,000.00-\$10,000.00, depending on the approach used and how dry the next few years are. Most likely, measures such as these will prevent the remaining trees from dying.

Appraisal of the trees via the Cost Approach – "Cost of Cure"

The logic behind this approach is to calculate the cost of replacing the lost value. Plant appraisers use the phrase "cost of the cure" to refer to the cost of replacing every lost amenity that was damaged or lost. Together with any costs associated with removing the old tree or establishing the new tree within the landscape, this forms the basis for an appraisal via the cost approach. To be credible, the appraisal must meet the standards of good landscape design.

Trees like the one in question are valuable because of their natural beauty and buffering. It is logical to assess the trees' value from the standpoint of replanting – as indeed the owner has done. But it's not fair or reasonable to get a quote for **exactly the same** tree that was lost. The accepted practice for logical plant appraisal is to get a quote for replacing

every lost amenity. If there is a way to do this that fits well within landscape and the property, that quote forms the basis for an appraisal. If not, the appraiser can extrapolate from whatever available tree comes the closest to offering the amenities that were lost.

Extrapolation can be subjective because of the nature of mathematical formulas used. In order to extrapolate a person must consider interest rates, reasonable returns on investments, and other variables. This introduces subjectivity into a process which is unwelcome. In cases of “long” extrapolation, in which the extrapolation must be considered over a time frame of decades, the uncertainty inherent in the mathematical formulas leads to doubt. Therefore, if it’s possible to quote something that immediately replaces what was lost, that quote is preferable because it eliminates subjectivity.

Throughout this report I focus on the value of the real property, or the land. When considering the “Cost of Cure,” we must return all lost value to the land. Accepted principles of landscape design, plant selection, architectural composition, and natural beauty must be considered over the whims or desires of an individual, such as the current owner of the land. The current owner may not choose the proposed replacement trees (a series of 6” hardwoods and other understory elements), but this composition would come close to replacing or exceeding the lost amenities outlined below; they almost restore the land to its original value from the point of view of an average buyer.

7 hardwood trees (5” to 7” caliper) of varying species to include oaks, maples, sycamores, and tupelos. These trees would offer installed heights of 30 feet or more.

2 hickories (3” caliper) to offer yellow foliage

2 magnolias (4’ caliper) to provide privacy and species diversity

6-7 understory trees (2” to 4” caliper) to complete privacy screening and allow for staggered and natural composition to evoke a forest by nature of a shorter height as juxtaposed to the large material mentioned above.

Including installation, a reasonable cost proposal for this material would be \$52,790 to install the trees. Please see the attached proposal in the appendix. Please note that, as I mentioned above, I am estimating labor costs using my experience as a contractor. While I believe the estimate is accurate - the site is very steep and installation costs are going to be a little higher than normal – an independent bid could be solicited. These estimates include the costs of staking, garbage disposal, building a temporary entrance and renting equipment (likely a very large articulating lull) to allow for planting of the trees. This would also cover incidental costs such as 811, etc. In addition, I would budget \$3800 to place mulch on all trees, install a temporary irrigation system, and amend the soil to maximize tree survivability.

I selected these plants to find a reasonable composition that would provide similar amenities. The proposed composition either matches the appraised trees or, to the extent that amenities provided are unequal, they are sometimes higher and sometimes lower. (See proposed map for a potential manifestation of this design)

This is a list of the comparative amenities of the 5 trees lost vs. the proposed composition:

1. **Seasonal leaf color.** Hickories (not white oaks) offer bright yellow foliage in the fall which may last 6-8 weeks. The proposed composition is primarily geared towards recreating the privacy elements in a manner not incongruous with the rest of the property. However, some of the selected species, namely, the maples (orange to pink), tupelos (brilliant red), and hickories (bright yellow) will provide nice fall color. While the amount of color will be a fraction of that provided by mature trees, the variability in color may offer good recompense, and right at eye level. For most people, the overall effect will be similar between the two.
2. **Privacy.** The current trees provide decent privacy. Their trunks are thick, and their foliage offers complete privacy above a height of 20 feet. Between the ground and 20 feet the only privacy they afford is their trunks,

although the fence helps somewhat. Their great size is better at creating a sense of being in a forest; large trees create a sense of tranquility. The proposed plantings would feature trees whose canopies provide decent privacy up to 30 feet, and in conjunction with the understory elements would offer better privacy between ground and 30 feet than the current mature trees do. Regarding the sense of being in a forest, because they wouldn't offer shade, mature structure, or height, the new composition would rely on staggering and diversity to evoke a forest. This could be done with moderate success. Overall, a similar sense of privacy is achievable - in which more direct privacy at eye level would be afforded in exchange for losing the actual forest elements, namely, mature trees.

3. **Visual Interest.** The current trees offer significant beauty that is in harmony with the rest of the property. The entire lot is wooded and these mature Hickories (and an Oak) fit in nicely. They are towering trees, some 60 to 90 feet tall, and in the case of the 32" tree, offer a beautiful spreading canopy with attractive structure – magnificent, really! It's not possible to match the amenities which only time can create. However, some semblance of visual interest can be done through species diversity, especially by placing evergreens slightly further from the house than hardwoods and staggering the trees to optimize their differences. This will evoke a forest, provide privacy, and draw the eye. While the visual interest would not have the same "vintage" of mature trees, a good effort at composition would still achieve some visual interest.
4. **Size.** The size of a tree can be an amenity to the extent that it shades a house, provides shade for other plants, offers a visual anchor about which to arrange a landscape composition, or in cases where the majesty and strength of a tree evoke awe in people. The current trees offer no shade to the house because they are to the north – although they would offer excellent shade to the Bowmans! They do support a secondary layer of shade-tolerant planted material, are beautiful if not quite awe-inspiring, and anchor the landscape composition. The proposed trees cannot do those things as well, so in this category the current trees offer substantially more amenities than what could be provided by a well-designed composition of replacement plant material.
5. **Longevity.** Aside from the immediate gratification that a tree can bring, there is the issue of time; a person may ask, "How long can this tree reasonably be expected to provide these benefits?" The replacement plants are likely to provide benefits for longer than the current plants. While none of the appraised plants had a shortened life expectancy prior to construction, and therefore could be expected to have given many decades of amenities to the owner, in this category it is likely that the proposed plants offer an even longer lifespan. However, because of the diminishing current value of distant future benefits, the advantage here is minimal; both options provide excellent longevity. Both the appraised trees and the proposed plantings could reasonably be expected to outlive the owner of the property!

For the sake of this appraisal the total cost to replace the 5 impacted trees is, or **\$56,590.00**. Later we will consider the value of each tree individually.

Appraisal of the trees via the Cost Approach – "Trunk Formula Method"

The Trunk Formula Method is an extrapolative method and works to derive the value of a mature tree from the value of a commercially available tree using the mathematical relationship between the cross-sectional areas of the original and the replacement tree. The practice recognized throughout the tree appraisal industry is to start with the value of the *largest commonly available tree*. Of particular importance, it is stated in *The Guide* that to accurately appraise a tree it is necessary to consider only widely available nursery trees. From this point, a cost per inch is used to extrapolate the value of the lost tree to the one which is available for replanting.

Alternatively, cost-compounding techniques are applied to account for the tree's increased size. I explore both here and then apply the depreciated value of the lost tree. The *Guide for Plant Appraisal* references this approach and explains its practical application.

Because the method works by extrapolation, small initial differences can create large final differences, which is one of two weaknesses of this method. The other is the subjective nature of some of the depreciation factors used in the method. An appraiser starts with a commonly available nursery tree and extrapolates out to the size of a tree that would replace all of the benefits lost. None of the trees in question is too large for its space or is being deformed through external factors (such as pruning by the power company, etc.) I believe that extrapolating to the full size of each tree is justified.

I called around, and several local nurseries offer 3" balled-and-burlapped Hickories, for an average price of \$360.00 or \$51.43 per square inch. The White Oak is available in a 6" size more readily, and can be had for \$1425 or \$50.89 per square inch. The actual calculations and methodology used can be found in the appendix & digital attachments. They yield the following individual values for the trees, inclusive of depreciation:

32" Hickory \$25,900.00

22" Hickory \$10,800

21" White Oak \$10,400

11" Hickory \$2,660

19" Hickory \$4890

Using the Cost Compounding method, one can determine a value using the time value of money. My experience with tree growth in the area leads me to believe that Hickories and Oaks in a moderately competitive environment will take about 4 years for each inch in diameter. This is estimated by considering 1/4" of growth radially per year, typical for this region for climax hardwoods. White Oaks may grow slightly faster.

This property is appreciating rapidly, perhaps as much as 10% a year in the current market. However, looking over the past 10 years - and looking forward - I believe a rate of return of 7% is reasonable. The formula is $CC = PC * (1 + i)^n$, where CC is the compounded cost, PC is the planted cost, i is the interest rate, and n is the number of years to parity. For this to work we must include the cost to plant as well. The actual calculations and methodology used can be found in the appendix & digital attachments. They yield the following individual values for the trees, inclusive of depreciation:

32" Hickory \$24,000.00

22" Hickory \$9,000

21" White Oak \$15,600

11" Hickory \$1,760

19" Hickory \$3,600

Some discussion of depreciation factors is warranted. For all the trees, I utilized a species rating of 90%. Both Hickories and White Oak are climax hardwoods and generally highly regarded as species.

The condition rating varied slightly depending on the condition of the tree, some are in better shape than others. The 32" Hickory and the 11" Hickory are in excellent condition although the 11" hickory has a small defect at the base. The White Oak is in good condition although it's suffering from a mild case of leaf miners, and the 22" Hickory likewise is good. It does exhibit early leaf drop this year. That might be related to the construction; I'm more inclined to think that the tree is just slightly less vigorous than the others. The 19" Hickory is co-dominant which makes its structure less durable and is generally considered a permanent defect, although with care the tree could be retained. The condition ratings reflecting these observations are noted on line 2 of the excel spreadsheets attached in the (digital) appendix.

The location factors are most open to interpretation because they relate to external limitations. IN this case there are no external limitations on these trees and their location within the landscape is excellent, so I assigned relatively high decimals (relatively low depreciation) to the trees based on their location, ranging from .7 to .77.

The Guide indicates that multiplying these decimals together will work to "depreciate" the tree; the recommended practice therefore would lead us to multiply .9 by (.5-.9) by (~.74). After depreciation, the trees' total value according to the Trunk Formula Method is **\$54,650.00**, and according to the Cost Compounding Technique it is **\$53,960.00**.

Appraisal of the trees via the Market Approach

The market approach offers a good appraisal method, because it relies on real property which is often bought and sold and therefore has a measure-able value. The trees are part of the land, they are affixed to it, and they contribute value to the land. The community where Vivian Vakili lives has many individual parcels. It is possible to analyze the sale of different lots of land and arrive at a reasonable and credible appraisal of the entire property. It is not possible to do an analysis of the *exact* contributory value of the trees because each lot is different and factors other than trees contribute to the differences in lot value. However, it is reasonable and customary to assign an overall contributory value of landscape trees to a lot. Multiple regression analysis studies have been conducted on this subject, and the results suggest that overall trees and landscape may account for between 10 and 20 percent of the value of the land in suburban developments like the one where Vivian Vakili lives.

After a brief online study of the real estate market, it seems to me that the Vivian Vakili's property is worth approximately \$665,000.00. I am not a real estate appraiser, and so this informal analysis is not a bona-fide appraisal of this land, should not be relied upon for any kind of a valuation, but does serve to qualify the value derived using the cost approach. Anyone who disagrees with my conclusions regarding the value of the property could procure their own appraisal and follow through the calculations using a substitute value; I believe the result would be the same. This is because the result only need be in the same ballpark to serve its purpose; the Market approach is not used to appraise the trees, only corroborate the results determined using the Cost Approach.

I am qualified to assess the contributory value of the trees towards the land value. On this property and many in this type of suburban area, the trees constitute a large portion of the value of the landscape. There is little room to install formal gardens and the steepness of the land lends itself to natural forest. The natural forest and trees provide the bulk of the value of the landscape. For properties like hers, which are lower-priced and less-developed than some of the neighboring properties, the landscape is a significant percentage of the value of the land.

Taking that as a working hypothesis, we could deduce that *all* the property's trees, both natural and planted, are worth 20% of \$665,000.00, or \$133,000.00. What percentage of *that* value is represented by the 5 appraised trees?

The property contains many dozens of mature hardwoods that frame the rear, sides, and front of the property. It is reasonable and fair to consider their value – if the property were without *any section* of forest, the house would have an isolated and barren appearance on that side incongruous with the current natural appearance. The large *stands* of trees contribute towards the value of this property, in the sense that they work together to create an integrated composition, namely, that of a “house in the forest.”

In fact, had one single tree been destroyed in the middle of the front yard, where there is an abundance of trees, some growing close enough to one another that they could be considered *super-adequate*, the value of one of those trees would be quite low - using any of the above approaches - and likewise in the context of the contributory value of the landscape, a single tree lost there would not be much missed.

However, here we consider the loss of all 5 trees – not yet a given, of course, but a contemplable eventuality – and the result would be the aforementioned barren appearance of the house. Furthermore, the loss would cause some degradation of the value of the remaining forest because it would then lack cohesion. This point is important to understand; landscapes must work together to contribute value. While a landscape is not similar to a car, an illustration using cars is helpful: Most people would agree that if a third of a car were removed, the value of the car would then be nearly zero, even though two-thirds of the car remained in the hands of the original owner. The market would offer no more than the car’s scrap value, and the cost to repair severed cars is high – bordering on impractical.

While that example is not directly applicable to landscapes, consider the cost to make Vivian Vakili’s landscape a cohesive and usable space again if the five principal trees on the North side are removed. One approach has already been considered, that of attempting to recreate the forest feeling using plantings. But other approaches might also work; a reasonable owner might opt to create an open space, and blend that into the existing forest, using transitional plants, planting borders, or hardscape features to define the spaces and make each useful. This involves a partial re-work of the landscape elements. While the final cost would depend on the scope and tastes of the owner, the point is that resources would be required to ensure that the property had a landscape that was cohesive again. The contributory value of *only 5 trees* can be greater than *their percentage of trees* on the property, because they are all right next to each other in a key area of the property and help define the landscape.

The contributory value of the appraised trees is 20% -40% the value of the landscape. This produces a possible range of values for the appraised trees of **\$26,600.00 to \$53,200.00** according to the market approach, assuming that we use a property value of \$665,000.00.

This range of values allows us to consider that the appraised value derived from the Cost Approach are validated when considering the real estate market.

To clarify, things such as cars, paintings, and even trees growing in containers are considered personal property, partly because they are not destroyed upon moving them. They can be “brought” by a person, so they are personal. Trees growing in a landscape – as well as other things such as tennis courts, swimming pools, and driveways, are not considered personal property. They are considered real property. Real property is appraised differently than personal property. The value of real property objects - such as mature trees growing in a landscape – should align with the value of the real property to which they are affixed.

Notes regarding Tree Removal Costs

Part of any appraisal is to consider the cost of removing a destroyed tree, when applicable. In this case the cost of removing the trees depends greatly on the access allowed to perform the work and the number of trees removed.

I am familiar with the cost of tree removal operations, and I believe that these trees should cost between \$8,000.00 and \$14,000.00 to remove, inclusive of stump grinding. The reason for the wide range in costs relates to access; if the trees can be removed with a crane from the Bowman's side, the cost will be much lower, while if the trees must be removed using other methods the cost would be proportionately higher.

For the purpose of this appraisal – tree removal is part of the appraisal -I will use a value of \$11,000.00.

Reconciliation of Values

The approaches explored yield different values, and it is important to reconcile them into a reasonable and credible value.

When I consider the three approaches used, I must give the most weight to the approach that has the most merit and credibility, and discount values proportionately for those approaches with less merit.

Normally, the strongest approach to appraisal is the "Cost of Cure" because it follows a very simple line of reasoning: *Replace what was lost*. By avoiding extrapolation – including the attendant formulas and factors, we eliminate subjectivity. Replacing all the lost amenities of the tree, however, satisfies most people by reason of its simplicity and logic. In this case the approach is less attractive, because the proposed cost of cure fails to offer all the amenities of the appraised trees, owing to their mature size.

Subjectivity is the constant enemy of accurate appraisal work, and it's unavoidable in the weighting of the approaches. There is no doubt in my mind that the market approach is important to corroborate a value, but shouldn't be used as a starting point for determining a value.

The Trunk Formula Method and the Cost compounding technique, despite their weaknesses, offer a true value of the trees according to their actual size. I will assign them a collective weight of 60%, and assign a weight of 40% to the "Cost of Cure" approach, thus giving more importance to the approaches which recognize the size and growth of these trees over time. A valid appraisal should always include the cost of removing the old tree. As noted above, I place that value at \$11,000.00.

Process	Resulting Appraised Value	Weight
Cost approach using TFM	\$54,650	30%
Cost approach using CCM	\$53,960	30%
Cost approach using CoC	\$56,590	40%

After weighting, I arrive at a balanced and weighted appraised value for the 5 appraised trees of \$55,219. It is customary when doing appraisals to round values to the nearest hundred. The figure of \$55,200.00 is mostly corroborated by the market approach, which indicates a value between \$39,900.00 and \$52,200.00. After the cost of removal is added in, we arrive at a final appraised value of \$66,200.00 for the 5 trees.

Final Remarks

As an appraiser, it is my duty to deliver an appraisal of trees that can withstand criticism. It must be fair, credible, and reasonable. This situation called for an understanding of the benefits and utility of the trees in their respective contexts.

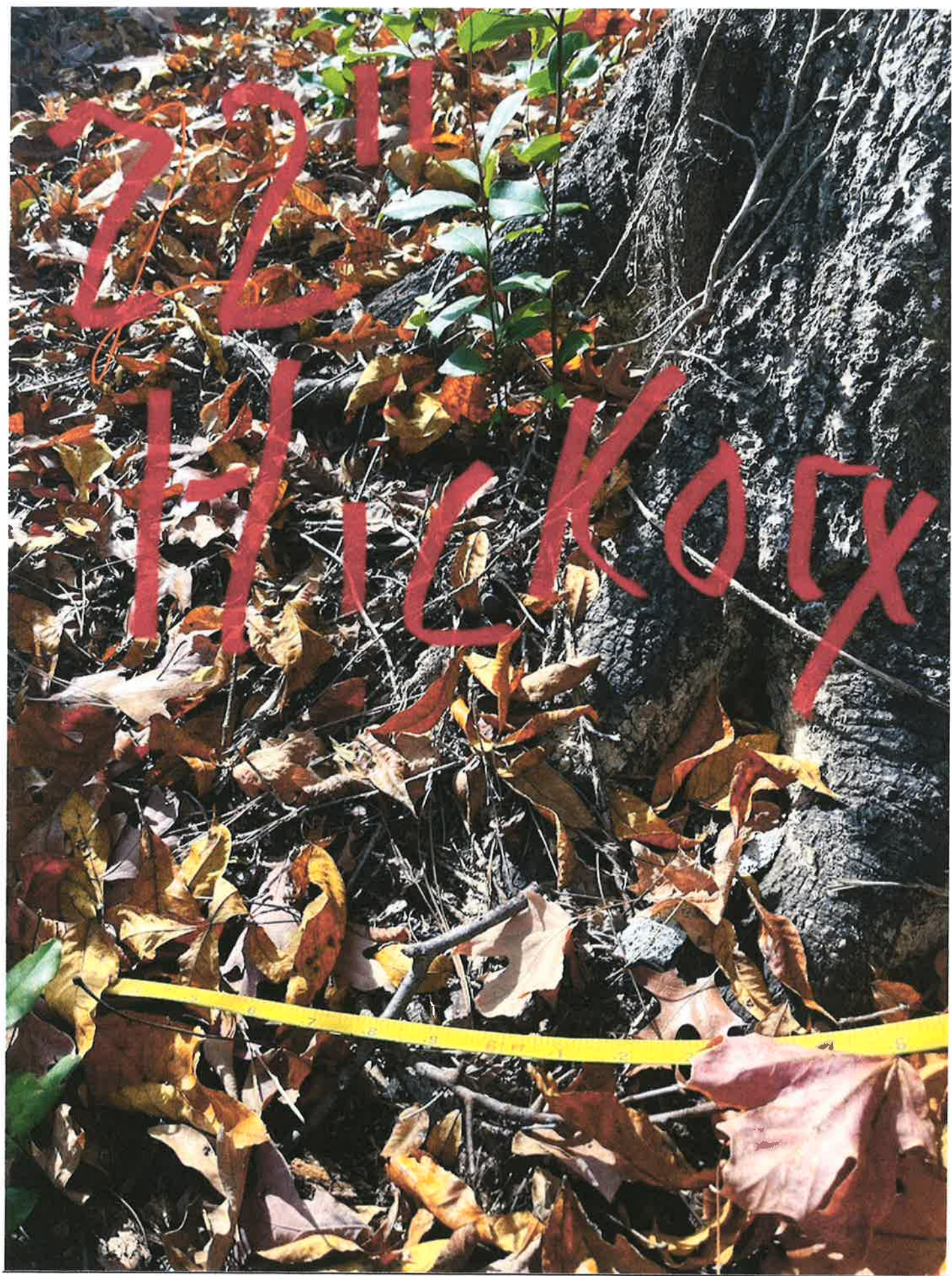
There are some trees that quite simply cannot be replaced exactly in-kind. For example, a 32" hickory with a height of 90' and a canopy breadth of 70' in an urban area cannot be replaced if lost; the environment does not allow the movement of a replacement tree through it. But it's not reasonable to infer that the appraised value of the tree is therefore infinite. Even if it were possible to (say in a rural environment) to replace such a tree, the cost can run into the hundreds of thousands of dollars – even a half million is not uncommon for large tree moving projects. Once a tree is established in the landscape it is part of the real property and its value is determined differently than personal property, which is transferable. Rather than looking at "*how can I get a copy of this tree?*" a reasonable approach is, "*how do I receive the same benefits?*". This can be a painful reality for a property owner facing the loss of a beloved tree. The Cost Approach (Trunk Formula Method) goes some way towards remedying this.

Courts have found that the liability for a lost tree extends only as far as replacing *a reasonable approximation* for what was lost, or in cases where that's not possible, an additional consideration for the time *until the replacement reaches parity* with the pre-existing condition. Those legal decisions have helped to solidify the approaches outlined in *The Guide*, which were used here.

The appraisal herein is for the 5 trees *as a whole*. However, currently only the 32" Hickory and the 19" Hickory are considered destroyed. The job of parsing out the values for individual tree's value is not as simple as pro-rating the value above; that value pertains to *all of the trees* because it was in part derived from their collective value.

Therefore, to consider the individual value of trees – assuming that several of them remain – I recommend using the Cost Approach **but only** the Trunk Formula Method and the Cost Compounding techniques. Using the average of those, the value for the 32" Hickory is \$24,950.00 and the value for the 19" Hickory is \$4,245.00

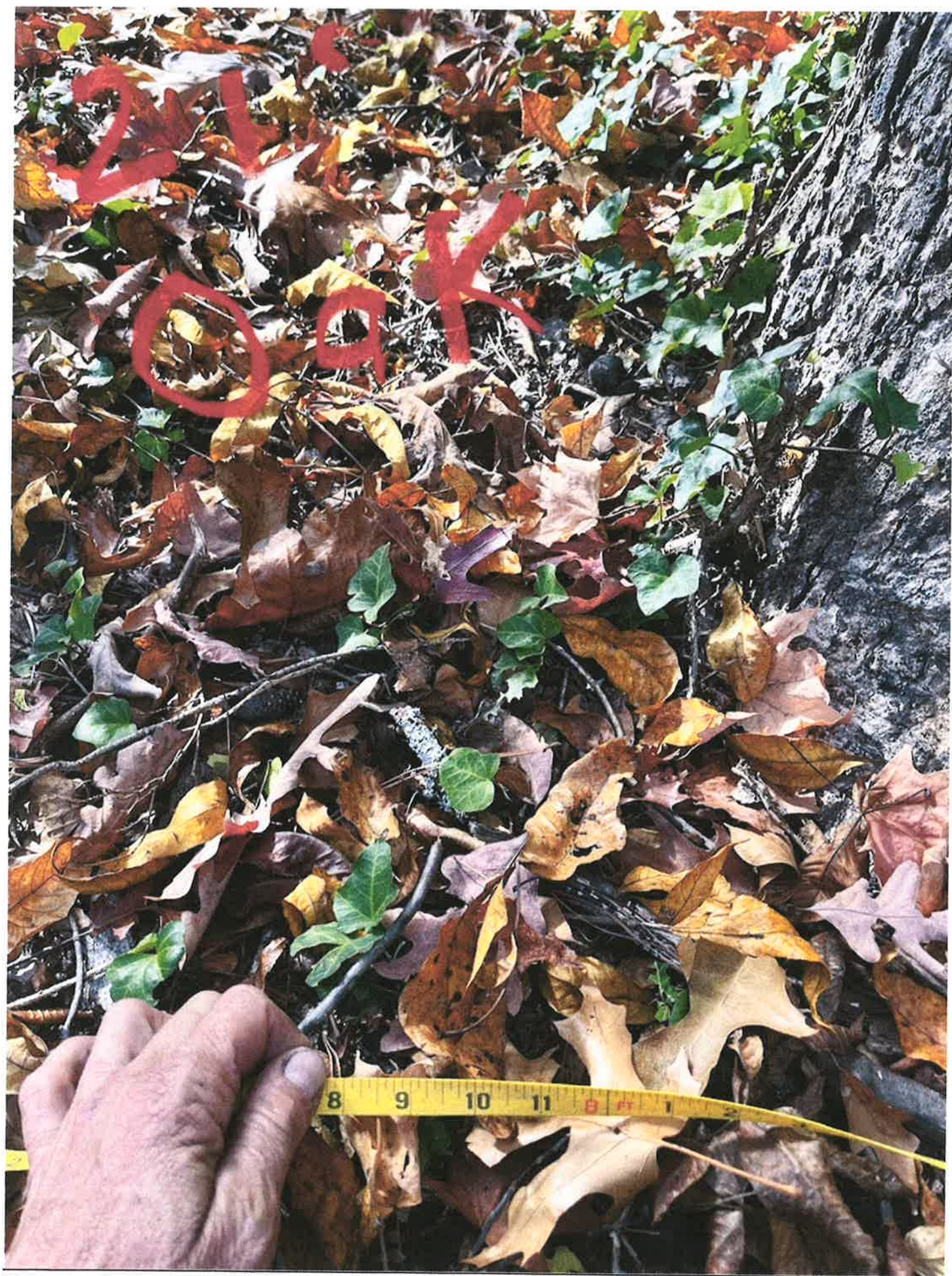
Field Notes & Pictures





















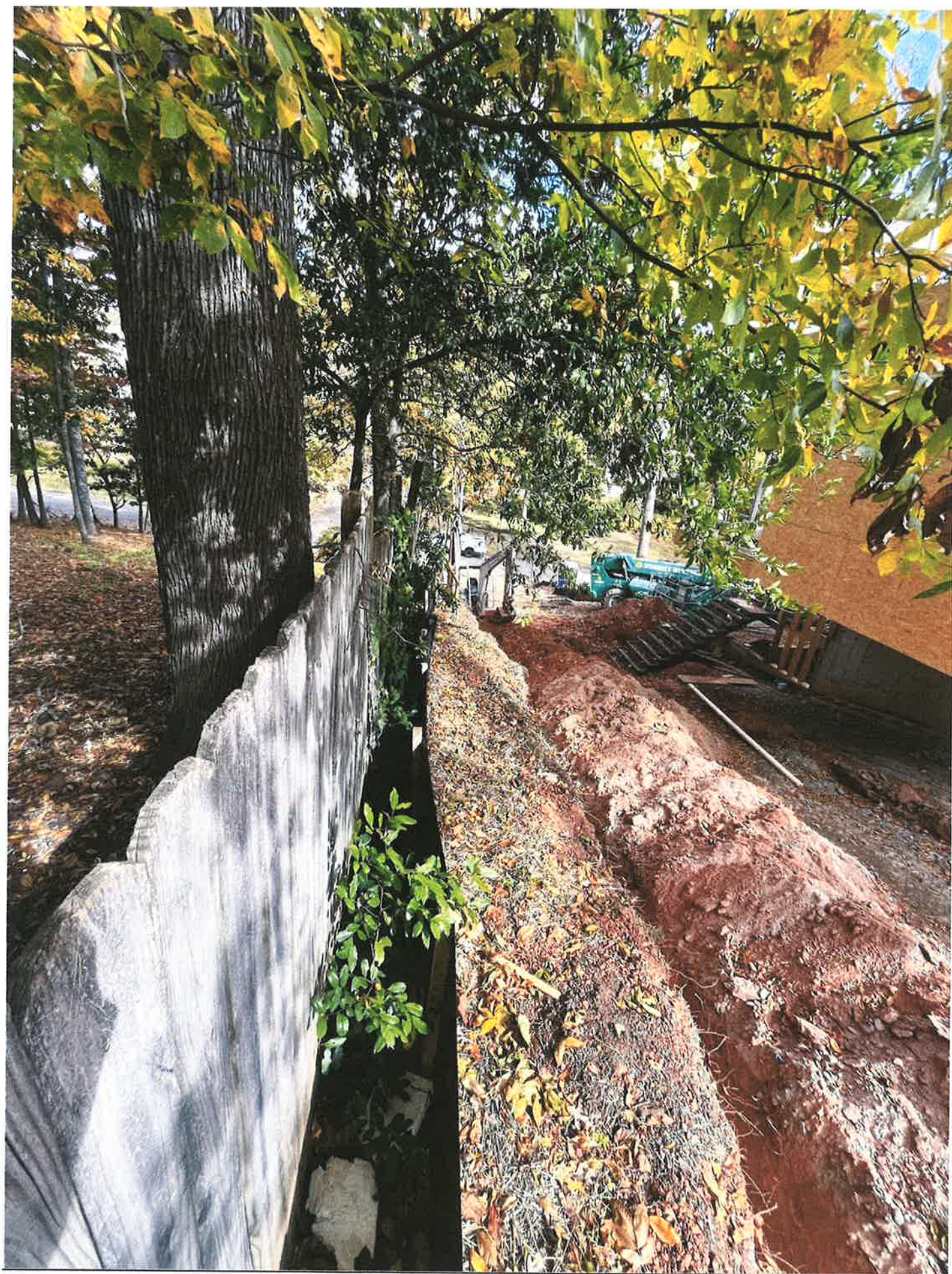


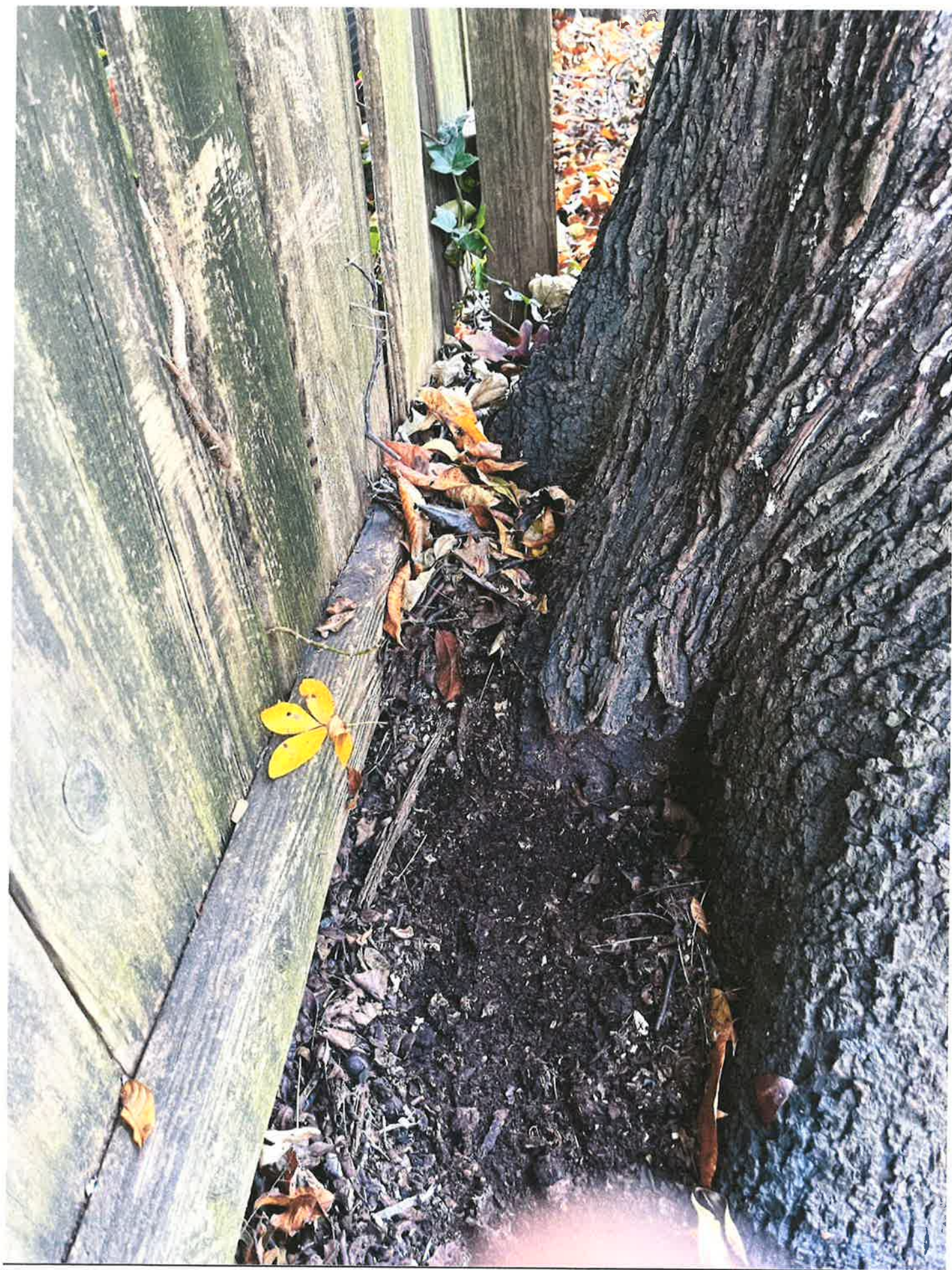














Vivian Vukob's horse

the lot next door was sold \$65K just for lot. That prop. was similar in terms of the horse condition but it was built the same year.

Zillow might offer price around 700K.

Vivian & Chris are both concerned about privacy, this property will be subjected to looking at big house.

Vivian walks dogs & trains/plays/walks with dogs. She appreciated the canopy overhead, broke the leaves & the shade.

Mostly she spend time in the backyard.

④ 22" Hickory with root damage along a chond which is 6' from the root flare & its closest. Tree has early leaf drop but other that that is in good health; no protective measures & no precautions taken to ensure survival.

④ 21" White Oak

"

8' "

" " " Foliage has minor fungal issues but they have been prevalent this year. No protective " " " " "

⊗ 11" Hickory with root damage 11" 3.5' from root flare. Minor pre-existing issues with basal decay. No health issues & no precautions.

⊗ 32" Hickory with root damage along a chord 4' from flare. Good health & no protection.

⊗ 19" codom. Hickory w/ root ... 4' from flare. No health & no precautions.

QUOTATION

STOVALL & CO., INC.
5805 HUBBARD TOWN RD.
CUMMING, GA 30028
770-889-2009



Order Number	
3570522	
Order Date	Page
11/29/2022 10:04:55	1 of 2

Quote Expires On 12/29/2022

Bill To:

BOUTTE TREE, INC
2158 BOLTON ROAD NW
ATLANTA, GA 30318

Ship To:

BOUTTE TREE, INC
2158 BOLTON ROAD NW
ATLANTA, GA 30318

404-799-5472

Requested By: TODD HARKLEROAD

Customer ID: 124188

PO Number					Ship Route	Taker		
						EL UNSFORD		
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	COM Unit Size	Qty		Unit Size		
2,000	0.000	2,000 EA	EA	1.0	HOLLNRSSTEVH06 HOLLY NELLIER STEVENS 6 FT	EA	180.0000	360.00
1,000	0.000	1,000 EA	EA	1.0	HOLLY FOSTER 7 FT	EA	180.0000	180.00
1,000	0.000	1,000 EA	EA	1.0	HEL CAMLE002 HELCH AMERICAN 2 IN 2.5" Tree	EA	265.0000	265.00
1,000	0.000	1,000 EA	EA	1.0	MISC B&B QUOTE PURPOSES ONLY 3" Hickory	EA	360.0000	360.00
3,000	0.000	3,000 EA	EA	1.0	OAKNUTH06 OAK NUT FALL 6 IN	EA	1,425.0000	4,275.00
1,000	0.000	1,000 EA	EA	1.0	MISC B&B QUOTE PURPOSES ONLY 4" Buckeye's Brown Magnolia	EA	425.0000	425.00
2,000	0.000	2,000 EA	EA	1.0	MAPLE RED OCTOBER GLORY 5 IN	EA	1,040.0000	2,080.00
1,000	0.000	1,000 EA	EA	1.0	MISC B&B QUOTE PURPOSES ONLY 5" Sycamore	EA	975.0000	975.00
1,000	0.000	1,000 EA	EA	1.0	MISC B&B QUOTE PURPOSES ONLY 6" Tupelo	EA	2,105.0000	2,105.00
2,000	0.000	2,000 EA	EA	1.0	TEA OLIVE FRAGRANS 6 FT	EA	225.0000	450.00

Labor to install trees shown
in red

QUOTATION

STOVALL & CO., INC.
5805 HUBBARD TOWN RD.
CUMMING, GA 30028
770-889-2009



Order Number	
3570522	
Order Date	Page
11/29/2022 10:04:55	2 of 2

Quote Expires On 12/29/2022

Total Lines: 10

SUB-TOTAL: 11,475.00
TAX: 889.32
AMOUNT DUE: 12,364.32
U.S. Dollars

Vivian Vukeli's house

The lot next door was sold \$65K just for lot. That prop. was similar in terms of the house condition but it was built the same year.

Zillow might offer price around 700K.

Vivian & Chris are both concerned about property's this property will be subjected to looking at big house.

Vivian walks dogs & trains/plays/walks with dogs. She appreciated the canopy overhead, both the leaves & the shade.

Mostly she spend time in the backyard.

④ 22" Hickory with ~~no~~ root damage along a chord which is 6' from the root flare @ its closest. Tree has early leaf drop but other than that it is in good health, no protective measures & no precautions taken to ensure survival.

⑤ 21" White Oak

"

8' "

" " Foliage has minor fungal issues but they have been prevalent this year. No protective " " " "

⊗ 11" Hickory with root damage 11 3.5' from root
flare. Minor pre-existing issues with basal decay.
No health issues & no precautions

⊗ 32" Hickory with root damage along a chord 4' from
flare. Good health & No protection.

⊗ 19" codd. Hickory w/ root 4' from flare.
No health & no precautions

QUOTATION

STOVALL & CO., INC.
5805 HUBBARD TOWN RD.
CUMMING, GA 30028
770-889-2009



Order Number	
3570522	
Order Date	Page
11/29/2022 10:04:55	1 of 2

Quote Expires On 12/29/2022

Bill To:

BOUTTE TREE, INC
2158 BOLTON ROAD NW
ATLANTA, GA 30318

Ship To:

BOUTTE TREE, INC
2158 BOLTON ROAD NW
ATLANTA, GA 30318

404-799-5472

Requested By: TODD HARKLEROAD

Customer ID: 124188

PO Number				Ship Route	Taker			
					ELUNSFORD			
Quantities				Item ID	Item Description	Pricing	Unit Price	Extended Price
Ordered	Allocated	Remaining	COM Unit Size			Unit Size		
2,000	0.000	2,000 EA	1.0	ROLLNRSFEVH06	HOLLY NELLIER STEVENS 6 FT	EA	180.0000	360.00
						1.0	500.00	
1,000	0.000	1,000 EA	1.0	ROLLNOSTH07	HOLLY FOSTER 7 FT	EA	180.0000	180.00
						1.0	500.00	
1,000	0.000	1,000 EA	1.0	HEECAME002	BELCH AMERICAN 2 IN 2.5' Tree	EA	265.0000	265.00
						1.0	950.00	
1,000	0.000	1,000 EA	1.0	MISC B&B	QUOTE PURPOSES ONLY 5' Hickory	EA	360.0000	360.00
						1.0	950.00	
5,000	0.000	5,000 EA	1.0	OAKNUT1006	OAK NUTTALL 6 IN	EA	1,425.0000	4,275.00
						1.0	4,800.00	
1,000	0.000	1,000 EA	1.0	MISC B&B	QUOTE PURPOSES ONLY 4' Bracken's Brown Magnolia	EA	425.0000	425.00
						1.0	1,600.00	
2,000	0.000	2,000 EA	1.0	MAPLEREDOUTGLOD05	MAPLE RED OCTOBER GLORY 5 IN	EA	1,040.0000	2,080.00
						1.0	3,200.00	
1,000	0.000	1,000 EA	1.0	MISC B&B	QUOTE PURPOSES ONLY 5' Sycamore	EA	975.0000	975.00
						1.0	3,000.00	
1,000	0.000	1,000 EA	1.0	MISC B&B	QUOTE PURPOSES ONLY 6" Tupelo	EA	2,105.0000	2,105.00
						1.0	4,500.00	
2,000	0.000	2,000 EA	1.0	TEAOLEFRAH06	TEA OLIVE FRAGRANT 6 FT	EA	225.0000	450.00
						1.0		

Labor to install trees shown in red

QUOTATION

STOVALL & CO., INC.
5805 HUBBARD TOWN RD.
CUMMING, GA 30028
770-889-2009

STOVALL

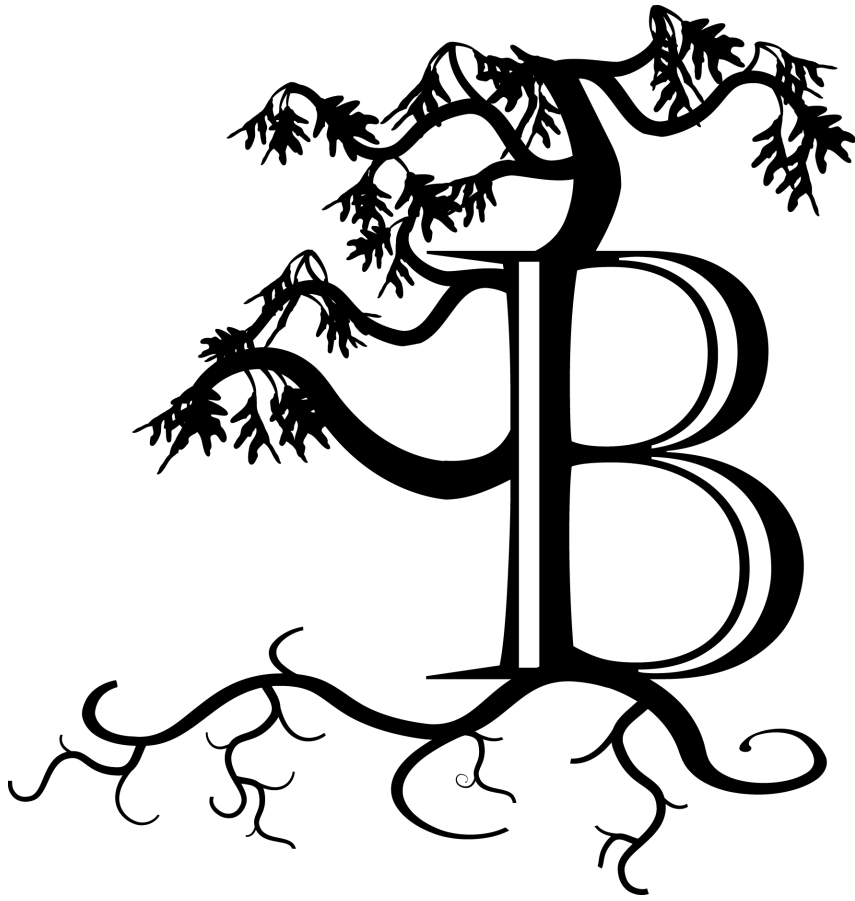
5805 Hubbard Town Rd., Cumming, GA 30028 770-889-2009
REVISED TO: 11/27/2022 Cumming, GA 30028

Order Number	
3570522	
Order Date	Page
11/29/2022 10:04:55	2 of 2

Quote Expires On 12/29/2022

Total Lines: 10

SUB-TOTAL: 11,475.00
TAX: 889.32
AMOUNT DUE: 12,364.32
U.S. Dollars



Boutte Tree, Inc.

"Your Neighbors, Your Arborists"

This sales proposal is prepared for:

Chris Halford -- Feb 17, 2023

MULTI-Halford & Vakili 10222-0 UPDATED 2-17-23

820 Glenairy Ct

Prepared by:

Bruce Avery, ISA # SO-0114AISA

Cell: +1 4047358272 Email: bruce@bouttetree.com

Proposal Created: Feb 17, 2023





MULTI-Halford & Vakili 10222-0 UPDATED 2-17- 23 Proposal

2158 Bolton Road NW, Atlanta, GA 30318

Office: 404-799-5472

Email: bruce@bouttetree.com

Please approve by checking the boxes below. If a line doesn't have a checkbox, it is not optional and by accepting the proposal you are agreeing to those services.

Service	Price
☒ Remove Manual removal Remove the 32" and 19" Hickory trees on upper l/s of house using conventional climbing, rigging, and felling techniques. The limbs will be lowered using rigging and the trunkwood will be cut in short sections and allowed to fall freely to the ground near the base of the tree. Haul all resultant debris from the property, leaving a stump. The tree(s) will be identified with paint or ribbon. 1. 32" Hickory \$8200 2. 19" codominant Hickory \$1500 Debris removal method: We will use a tractor to move the sections of the tree which will result in minor yard damage. We will collect the logs 1 -2 days after the removal depending on scheduling and inclement weather. Usually the logs can be collected same day, but we do not guarantee the timing of this service. Additional required - Tree Removal Permit and Power Line Drop. These will be separate line items as listed below. <u>CREW NOTE - ALL WORK MUST BE PERFORMED FROM CUSTOMERS SIDE OF PROPERTY ONLY. NO WORKERS OR DEBRIS TO COME DOWN ON NEIGHBOR'S SIDE OF PROPERTY.</u>	\$9,700.00

Service	Price
Tree Removal Permit - City of Sandy Springs Apply for a tree removal permit from the City of Sandy Springs Arborist Division: This permit will be submitted based on the following information: Species: (2) Hickory trees / Diameter: (approx.) 32" and 19" Location on property: upper f/l/s property - f/l/s of house Within 50' of a stream or creek: NO Reason for removal: grade changes and construction on property on l/s has removed 40% (+/-) root zone leaving tree at risk of uprooting. Most of growth and branch weight is towards customer's house. As of Summer 2022, Sandy Springs has a permit fee, Boutte Tree will add \$50 for permit applications - plus additional admin fees associated with identifying and mapping remaining tree should this be required (\$250 to \$500). - ADDITIONAL FEE MAY APPLY FOR ANY ARBORIST LETTER / REPORT THAT MAY BE REQUIRED. \$300 ***see Sandy Springs website for specific ordinance requirements https://www.sandyspringsga.gov/tree-removal-permits. A Tree Removal Permit is required for the removal of: Any hardwood or pine tree 18" Diameter at Breast Height (DBH) or larger.	\$50.00
Requires Dry Ground This job involves the movement of machinery over ground that will be excessively soft if it has rained in the previous 1-2 days. Therefore the scheduling of this job will depend on weather conditions both on the proposed day of the job as well as the days prior. This could potentially result in multiple re-schedules of the work.	\$0.00
☒ Stump Grinding Grind the stumps of the 32" and 19" Hickory trees on upper l/s of house below the existing grade, leaving the roots under the soil behind. This eliminates the visible portion of the stump only. <u>The chips & debris from the grinding will be left nearby and will not be hauled away.</u> Unless requested ahead of time, you will be contacted within 5 business days of the removal to schedule the grinding, weather-dependent.	\$450.00

Total \$10,200.00

By initialing here I approve the above checked services

All work is in accordance with National Standards: ANSI 300 standards for Tree Care Operations, ANSI Z133.1 Safety Standards and ISA Best Management Practices.

See paperclip at top right for attached images

We accept cash, checks, and credit cards. Credit cards are assessed a 3% fee.

FAQ: <http://www.bouttetree.com/frequently-asked-questions>



Nothing is more important to us than customer satisfaction. Below are just a few of the many positive messages we've received from our customers.

Google Customer Reviews: <https://bit.ly/3sn0Fxa>

Angie's List Customer Reviews:

<https://www.angieslist.com/companylist/us/ga/atlanta/boutte-tree-inc-reviews-324785.htm>

You can also find reviews of our company at Nextdoor, Facebook, Insta, and other online sources.

Terms & Conditions

1.) **Parties:** This Agreement is made by and between Boutte Tree, Inc., referred to herein as "Contractor," and the property owner(s) or property owner(s)'s agent(s), collectively referred to herein as "Owner." Contractor and Owner shall be referred to herein as the "Parties."

2.) **Entire Agreement:** This Agreement represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreement, either written or oral. The Agreement may be amended or modified only by a written modification signed by both Parties. No presumption shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or that Party's counsel.

3.) **Contract Documents:** This Agreement consists of the Estimate, these Terms and Conditions, and any written modifications, signed by both Parties, issued after execution of this Agreement.

4.) **Contract Sum:** The Contract Sum is set forth in the Estimate, is the total amount payable by the Owner to the Contractor for the performance of the Work, as defined herein and includes all services necessary for the completion of the Work.

5.) **Scope of Work:** Contractor will complete the work described in the "Description of Work" section (the "Work"). No additional work or services is implied or intended.

1. **Deadwood Trimming:** The removal of deadwood from a tree does not include the removal of very small branches or twigs.
2. **Stump Grinding:** Stump grinding converts a stump into mulch, and is an optional service which is not included in the Work unless specified in the Agreement. The Work does not include removing or spreading these resulting piles of mulch unless specified in the Agreement. Contractor will grind stumps to 6 inches below ground and approximately 6 inches out from the point where the trunk meets the ground level unless otherwise specified in the Agreement. Some roots will remain because they will be further than 6 inches below the ground or more than 6 inches out from the main stump. The scope of Work does not include re-grading the area around a stump unless specified in the Agreement.
3. **Crown Reduction:** Crown reduction is a procedure which serves to lessen the risk of entire tree or stem failure by removing branches to lighten the tree and reduce the load on the tree's support structure. Contractor shall perform crown reductions according to International Society of Arboriculture (ISA) standards makes no assurances and provides no warranty as to the future safety of a tree.
4. **Cabling:** The cabling of trees is intended to reduce the possibility that the tree fails at a weak union or uproots. Contractor provides no warranty as to the future performance of the cable and expressly disclaims any liability for property damage or personal injury which results from the failure of a cable or a cabled tree.
5. **Tree Removal:** Tree removal is the removal of an entire tree from the property, including the operations necessary to safely lower tree sections to the ground, the use of cranes, track loaders, heavy trucks, and any other equipment deemed necessary by Contractor to effect the removal and disposal of the tree. The height of the remaining stump will be approximately the same or less than half of the stump's diameter as measured by the where the roots meet the soil.
6. **Inspection and Marking:** Inspection and marking services consist of a visual inspection only from ground level of the trees located on the Owner's property or portion thereof as represented by the Owner, and of the marking and identification of all such trees that from such eye level inspection (i) appear to be dead, (ii) have visual signs of disease and/or existing damage and are likely to be dead within the next twelve months, and/or (iii) are likely to be hazardous to the safety of persons on or around the property as a result of apparent existing disease or damage. **Contractor is not responsible for and expressly disclaims that its inspection and marking services, if any, will include and/or that it will be responsible or liable for, any of the following: (a)** any trees that have internal rotting, any disease that is internal (under the bark or part of the inner vascular portion of a tree), or any external disease that is not apparent to the naked eye from ground level; **(b)** any damage(s) or injuries or losses arising out of or from any storms or winds; **(c)** inspecting the depth or stability of any root systems or any damages, injuries or losses arising out of or from any trees that are felled or lost as a result, in whole or in part, of a diseased, weak or structurally insufficient root system; or, **(d)** identifying, marking or removing any or all dead, dying or damaged limbs on any trees.
7. **Equipment:** In order to complete the Work, Contractor will use its equipment and manpower on the Owner's property and adjacent right-of-ways. Unless otherwise specified in the Agreement, the Owner also agrees to allow Contractor the use of non- public access, such as driveways, turfed areas, and parking areas for the

placement and use of Contractor's equipment. Owner agrees to defend and hold Contractor harmless for any damage that may result from the use of the Contractor's equipment or manpower in the performance of the Work, including but not limited to: cracking, scraping or buckling of pavement surface, curbing, or gutters on any right-of-way, street, alley, sidewalk, driveway, parking area or path resulting from the placement of equipment necessary to complete the Work, damage to turf, ivy, ground cover, shrubs or other vegetation.

8. **Roof and Gutters:** In the event that damage to gutters occurs during a manual tree service without use of the crane, Contractor is held harmless if the tree is located within 5 feet of a structure, gutter or roof. In addition, if noticeable dead limbs are present within 5 feet of a structure, gutter, or roof contractor will not be held liable for damage as the fragility of the limb(s) is uncontrollable. Contractor will take all necessary and controllable precautions to avoid such damage, but will not be held liable should such damage occur.
9. **Services of Subcontractors:** Owner agrees to allow any and all Subcontractors hired by Contractor, including, but not limited to, crane rental companies and stump grinding companies, onto Owner's property to perform the Work pursuant to the Contract.
10. **Water Damage:** During the performance of the Work and when reasonably necessary, Contractor shall place a tarp on the roof in an effort to slow the entry of water into the property; however, Contractor does not guarantee or warrant that no water will enter the property. Therefore, Contractor shall have no liability for water damage that may occur to the property.
11. **Roof Access:** Owner agrees to allow Contractor roof access for the completion of the work.
12. **Underground Utilities:** Any underground utilities may be damaged by equipment used in the course of the work: The Owner agrees to make the Contractor aware of any utilities, public or private, even those that have been located by 811. The Contractor will not be responsible for damage that occurs to an unmarked utility, or for damage that occurs to a marked utility that resulted from the regular course of work. Any identified damaged utility will be repaired, not replaced, if the damage was caused by negligence, not by the regular course of work. If the damage was caused by the course of work, such as equipment weight and/or vibrations, then it will not be the responsibility of the contractor to address the damage. If an external standard precludes repairing a utility for which Contractor is responsible due to negligence, Contractor will only pay for the estimated cost of repair, not for the cost of replacement. Incorrectly buried utilities, identified or not, will not be the Contractor's responsibility to repair under any circumstances.

6.) Owner's Representation and Warranties: Owner hereby represents and warrants to Contractor that Owner is either the sole owner of the property on which the Work is to be performed or has the express consent and authorization of such owner to have all of the Work performed, and that by performing the Work, Contractor will not be trespassing on the property of, or infringing on the rights of, any other person or entity. Owner agrees to and shall indemnify and hold harmless Contractor from and against all claims, causes of action, demands, damages, injuries, costs and expenses, including court costs and attorneys' fees incurred by Contractor, arising out of or from or related to (i) any breach of any of Owner's representations or warranties contained herein or (ii) any claims or causes of action asserted by a third party against Contractor that Contractor did not have the right or consent of such third party to perform any of the Work.

7.) Scheduling: Contractor will work with Owner to schedule a mutually acceptable date(s) for the performance of the Work. Once a date for the Work has been scheduled, Contractor must be notified of any requests for rescheduling or cancellation at least forty-eight (48) business hours in advance of scheduled appointments. Contractor reserves the right to delay performance of the Work; such right includes rescheduling for inclement weather and the expectation of inclement weather. Contractor will endeavor to give the Owner reasonable notice of delays and to reschedule the Work at a time mutually agreeable to the Parties. Contractor is not responsible for any monetary loss resulting from delays to the Work. The Owner should avoid parking vehicles in the vicinity of the Work. If any vehicle must be towed or otherwise removed to allow the Work to be completed, Contractor reserves the right to add such costs to the Contract Sum even if not agreed to in advance. Further, the Owner and all others under his/her control specifically assume all risk of personal injury if he/she chooses to stay onsite during the performance of the Work.

8.) Clean Up: Contractor will make reasonable efforts to clean up debris resulting from the Work. The Work does not include clean-up or removal of pre-existing debris unless specified in the Agreement. Contractor reserves the right to use its choice of equipment and methods standard to the industry to perform the Work. During the performance of the Work, dust and other debris will be blown off of hard surfaces into natural areas such as turf, mulched areas, etc. The Owner acknowledges that settling of debris on areas adjacent to the Work is a necessary and unavoidable consequence of the performance of the Work, and agrees to hold Contractor harmless for same.

9.) Payment: Payment is due upon receipt. Any payments due hereunder and unpaid after thirty days shall bear interest from the date payment is due at the rate of 1 ½ percent per month. In the event of non-payment by Owner, a "Mechanic's Lien" will be placed on the property for the amount of the unpaid balance plus any applicable interest. Contractor will be entitled to interest and attorney's fees and costs incurred in any litigation, mediation or arbitration necessitated by non-payment by the Owner.

10.) Limitation of Liability/Warranty: Contractor will perform the Work in a diligent and careful manner consistent with industry standards. Contractor will make reasonable effort to perform the work in a manner that does not result in property or other damage. The performance of tree removal work, however, is difficult and inherently dangerous, and damage can result even if the Work is performed with care and caution. Contractor shall be and remain liable for damages resulting from Contractor negligence in the performance of the Work, including damage to owners property, **but excluding consequential damage such as lost profits, lost income, and lost productivity.**

11.) Rescheduling or Cancellation of the Work: Either Contractor or the Owner may cancel the performance of the Work at any time before the Work begins, except that any cancellation on the part of the Owner must be submitted in writing to Contractor at least forty eight (48) business hours in advance of the scheduled performance of the Work. Should the Owner cancel any Work within forty eight (48) business hours or less of the scheduled commencement of the Work, the Owner shall pay a cancellation fee of five hundred dollars (\$500.00) or ten percent (10.000%) of the total Contract Sum, whichever is greater, in addition to any services performed or costs borne related to preparation for the work. This money will be due immediately upon the Owner cancelling the work. For jobs that are rescheduled within this 48-hour time frame at the Owner's request, an additional fee of \$500.00 for each "crew/day" that is rescheduled will be added to the final invoice after the work is completed.

12.) Property Restoration: In the event that a damage must be repaired under this contract, the Contractor shall be liable to restore the property to its pre-existing condition only. The contractor shall exercise its discretion with regard to the method for returning the property to a pre-existing condition. Boutte Tree reserves the right to self-perform repair services or utilize its subcontractors. Invoices are due upon receipt regardless of any pending claim regarding damages. Any damage must be reported to Contractor in writing **within three (3) business days** of the occurrence of the damage or Contractor's liability shall be deemed waived.

13.) Touch Ups/Return Visits: In the event that the Owner thinks the scope was improperly or incompletely executed, and a touch up or return visit is desired, the Owner must bring this to Contractor's attention **within ten (10) business days** of the Contractor's stated completion date, or invoice date, whichever is earlier.

14.) Dispute Resolution: Any claim, objection or dispute initiated by the Owner must be delivered to Contractor in writing **within three (3) business days** of the occurrence of the event giving rise to the claim, objection or dispute or shall be deemed waived. In the event of any dispute, claim or controversy among the parties arising out of or relating to this Agreement, the Parties shall endeavor to resolve their claims by mediation. Any claims not resolved in mediation shall be subject to binding arbitration in Atlanta, GA, which, unless the Parties agree otherwise, shall be in accordance with the Commercial Rules of the American Arbitration Association then in effect. Any award entered into by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, each party's attorneys' fees and costs), shall be borne by the unsuccessful party.

15.) Disclaimer: In no event shall Contractor be liable for any special, incidental, consequential or indirect damages (including any loss of profit or revenue) or exemplary or punitive damages arising out of or from the use, performance or furnishing of any of the Work, even if Owner or others shall have been advised of the possibility of such potential loss or damage.

16.) Expert Witness / Consultant Fees. Boutte Tree Inc. agrees to perform consulting and/or expert witness services as requested by the Owner or the Owner's representative(s) and in connection with such services agrees to perform such investigation, document review, studies and research, or courtroom attendance and testimony so as to be able to consult with Client and/or advise Client as an expert witness with respect to Consultant's findings. The Owner agrees to pay Boutte Tree at a rate of \$150 per hour for consulting services and to reimburse all travel expenses, equipment and testing expenses, laboratory fees, and any other costs incurred by Boutte Tree Inc. should the Owner or the Owner's representative(s) cause a Boutte Tree employee to perform consulting work, whether by subpoena or other written request to appear and perform such services. The Owner further agrees to pay (at the same rate of \$150 per hour) for all time associated with complying with the Owner's request for information, including travel time or time spent waiting in a courtroom, and that all time shall be calculated in half-hour increments.

17.) Governing Law: This Contract is governed by the laws of the State of Georgia, without regard to its conflicts of laws provisions.

18.) Personal Guarantee: The signatory to the Agreement agrees to pay and personally guarantee any outstanding balance of the Owner, regardless of the existence of or Contractor's ability to file a claim of lien.

19.) Credit Card Processing Fee: If Owner wishes to pay the bill by credit card a 3% processing fee will be added to the contract price by the Contractor.

20.) Controlling Document: To the extent that Boutte Tree, Inc. enters any other contract or agreement with the contracting party for this project containing different or conflicting terms, it is expressly agreed that the terms and conditions of this Agreement shall control.

By signing below, the Owner acknowledges that he, she or it, as applicable, has received, read and understands the aforementioned Terms and Conditions and agrees that the Work will be performed by Contractor subject to these Terms and Conditions.

Signature: _____

Date: _____

MULTI-Halford & Vakili 10222-0 UPDATED 2-17-23





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chastain & Associates Ins P.O. Box 1908 Athens GA 30603		CONTACT NAME: Joy Chasteen PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: State Auto Mutual INSURER C: Berkley Industrial Comp INSURER D: INSURER E: INSURER F: NAIC # 22322 25135 23612	
INSURED Boutte Tree, Inc. 2275 Marietta Boulevard NW Suite 270, Box 333 Atlanta GA 30318			

COVERAGES**CERTIFICATE NUMBER:** CL22121938610**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Arborist E&O GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NPC-1004286-02	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			10157908CA	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			NEC-6006330-02	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	BIN117098214	12/31/2022	12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			NPC-1004286-02	12/31/2022	12/31/2023	Scheduled Equipment \$2,452,875 Rented/Leased Equip \$500,000 Deductible \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Site Visit Report

Date of visit: May 2 2023

Project **810 Glenairy Drive**
 Sandy Springs GA 30324

Request by: Tom Bowman
 810 Glenairy Drive Sandy
 Springs GA 30324
 

ASSIGNMENT

Visit site and review tree conditions in proximity to property boundary. Visit is a follow up to my January 9, 2023 report.

METHODOLOGY

The perspective of this assessment was visual, ground-based and performed without specialized tools or advanced techniques. The entire inspection was conducted from 810 Glenairy Drive and the public right-of-way.

OBSERVATIONS

ID	Species and Size DBH	Observations of Condition
1	Hickory (double trunk), 20" approximate, top of slope	No visual changes from last inspection. Tree has produced a full canopy of foliage. No dieback identified.
2	Hickory, 32-33" approximate	No visual changes from last inspection. Spring leaf and twig expansion is still underway. No dieback identified.
3	Hickory, 11" approximate	No visual changes from last inspection. Tree has produced a full canopy of foliage. No dieback identified.
4	White oak, 20" approximate	No visual changes from last inspection. Tree has produced a full canopy of foliage. No dieback identified.
5	Hickory, 22" approximate, bottom of slope	No visual changes from last inspection. Tree has produced a full canopy of foliage. No dieback identified.

DISCUSSION

I recommend another visual inspection in June or July of 2023.

LIMITATIONS

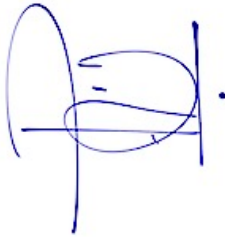
My site visit and report is not an analysis of tree health impact.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Clients may choose to accept or disregard the recommendations of the arborists, or to seek additional advice.

This assessment is not made with the expectation of a particular result.

SIGNATURE

I certify that all of the statements made in this report are true, complete and correct to the best of my knowledge and belief, and are made in good faith.



Jesse Milton

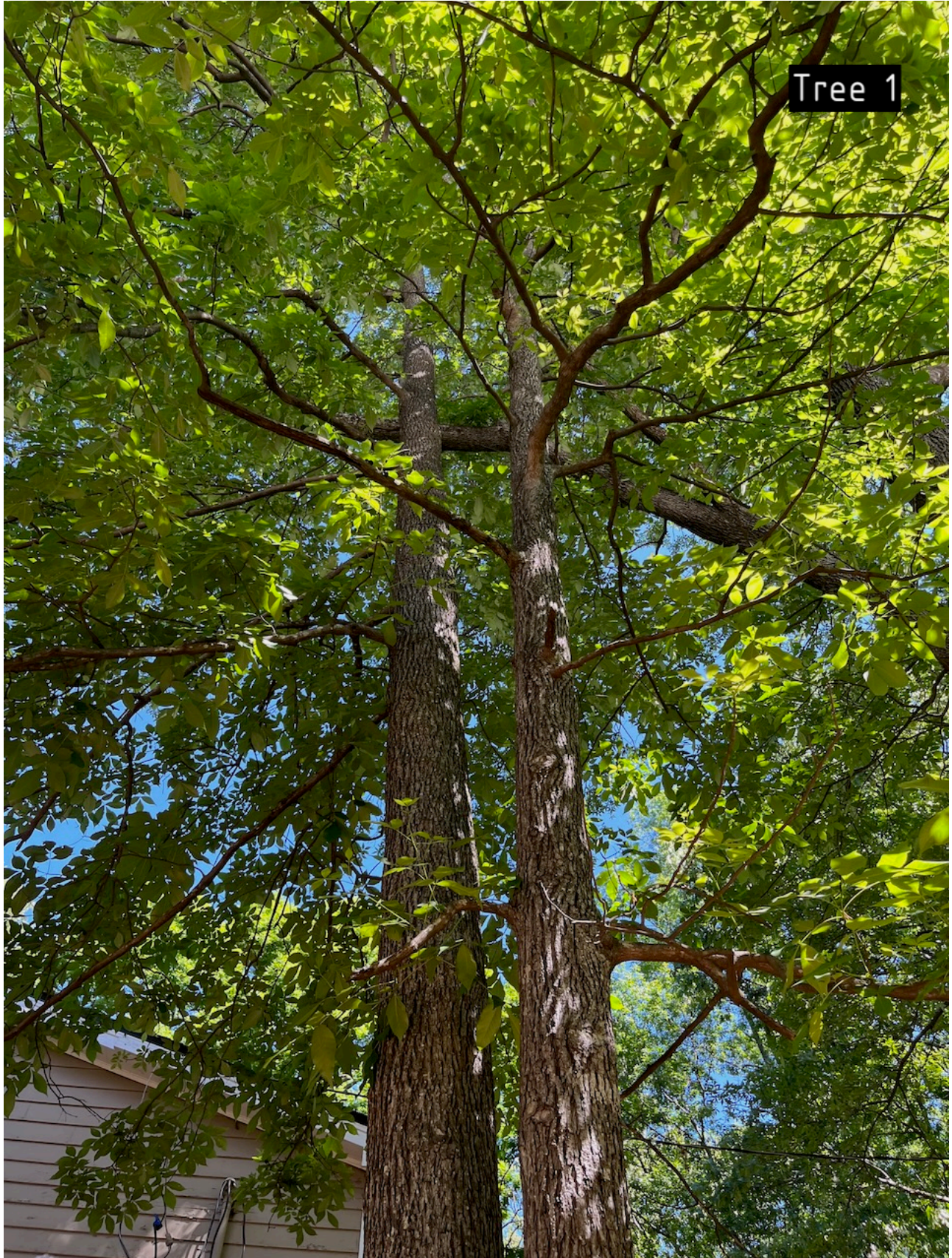
ISA Board Certified Master Arborist #SO-1170B

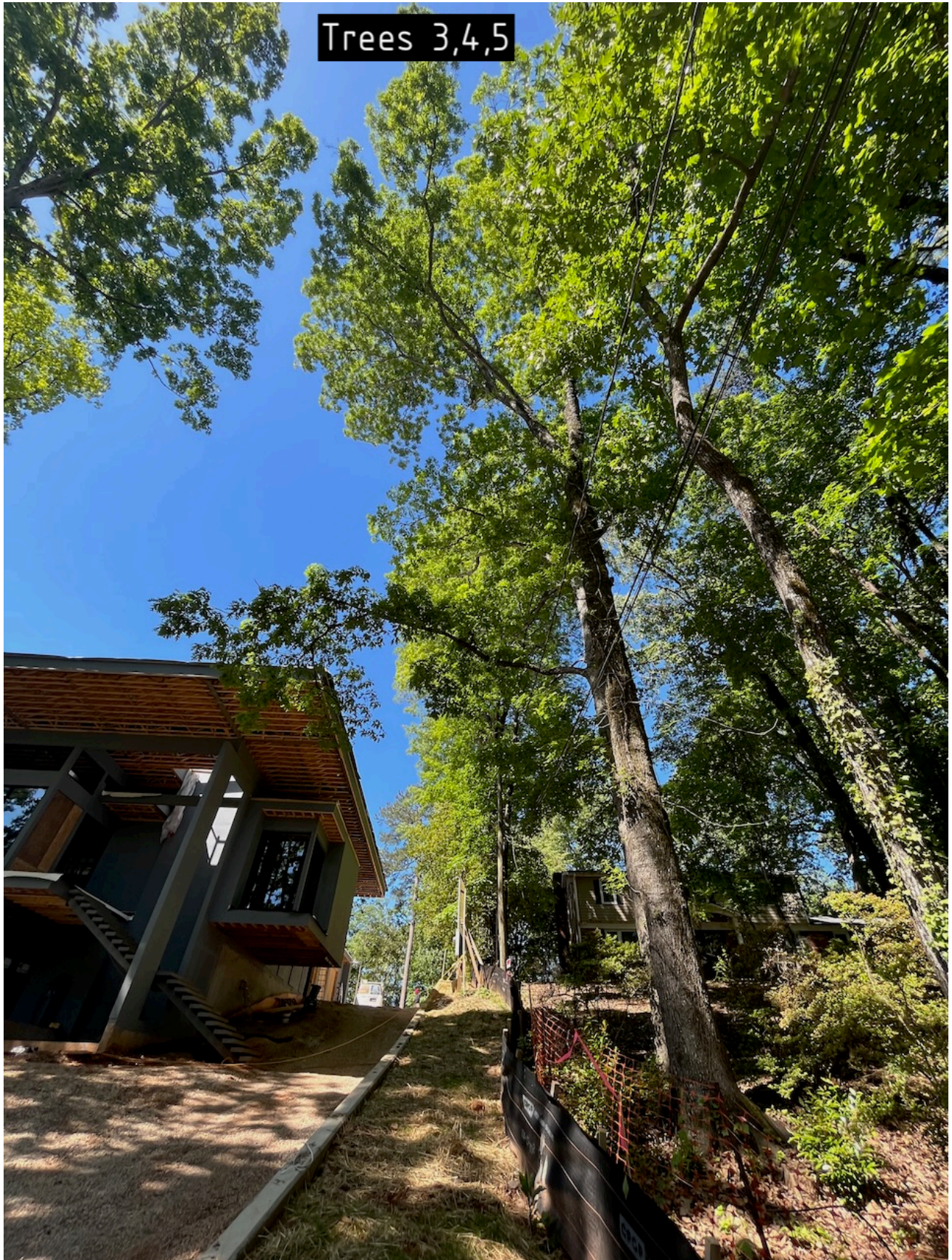
Tree Risk Assessment Qualified (TRAQ)



PHOTOS OF SITE







Trees 3,4,5

Level 1 Risk Assessment Report

Date of visit: January 9, 2023

Project **810 Glenairy Drive**
 Sandy Springs GA 30324

Request by: Tom Bowman
 810 Glenairy Drive Sandy
 Springs GA 30324
 bowman28@msn.com

ASSIGNMENT

Provide a Limited Visual Risk Assessment of four (4) boundary trees, Level 1 that are located on the property of 820 Glenairy, Drive. A 3-year risk timeframe was used for the assessment.

An additional fifth (5th) tree is detailed in the accompanying Level 2 Risk Assessment.

METHODOLOGY

The perspective of this assessment was ground-based and performed without specialized tools or advanced techniques. The entire inspection was conducted from 810 Glenairy Drive and the public right-of-way.

Tree Risk is the combination of the likelihood of an event and the severity of the potential consequences. In the context of trees, risk combines the likelihood of a tree failure occurring and affecting a target, with the severity of the associated consequences.

There is no "Pass/Fail" assigned to any tree. The Pass/fail methodology does not apply to tree risk assessment, nor is it part of the ANSI A300 Standards for Tree Risk Assessment. Instead, trees are qualified by Risk. It is up to the owner to determine what level of risk is acceptable within the specified timeframe, and the timeline for any risk abatement.

Guide to Risk Ratings

Extreme: The extreme-risk category applies in situations in which failure is imminent, there a high likelihood of impacting the target, and the consequences of the failure are severe.

High: High-risk situations are those for which consequences are significant and likelihood of failure and impact is very likely, or consequences are severe and likelihood is likely. The decision for mitigation and timing of abatement depends on the risk tolerance of the tree owner or risk manager.

Moderate: Moderate-risk situations are those for which consequences are minor and likelihood of failure and impact is very likely or likely, or likelihood is somewhat likely and consequences are significant or severe. The decision for mitigation and timing of abatement depends upon the risk tolerance of the tree owner or manager.

Low: The low-risk category applies when consequences are negligible, when likelihood of failure and impact is unlikely, or consequences are minor and likelihood is somewhat likely. Mitigation is generally not required.

OBSERVATIONS AND ANALYSIS

ID	Species and Size DBH	Existing Vigor	Conditions of Concern	Risk Level
1	Hickory, 20" approximate, top of slope	Normal	Roots cut linearly, as a chord across the critical root zone, approximately 9' from center of trunk	LOW
2	Hickory, 32-33" approximate	See accompanying Tree Risk Assessment Report, Level 2		
3	Hickory, 11" approximate	Normal	Roots cut linearly, as a chord across the critical root zone, approximately 6' from center of trunk	LOW
4	White oak, 20" approximate	Normal	Roots cut linearly, as a chord across the critical root zone, approximately 11' from center of trunk	LOW
5	Hickory, 22" approximate, bottom of slope	Normal	Roots cut linearly, as a chord across the critical root zone, approximately 9' from center of trunk	LOW

DISCUSSION

The likelihood of trees ID# 1, 3, 4 & 5 failing within a 3-year timeframe, and the trees striking the house(s) or driveway, causing severe damage or injury, poses a LOW associated risk. This risk assumes NORMAL weather conditions, and not unusual or unexpected weather events. No measures have been identified to abate any risks. Should the surrounding soil environment or the trees' appearance change, the trees should be reinspected.

I recommend this report be shared with the trees' owner at 610 Glenairy Drive.

LIMITATIONS

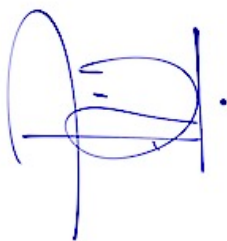
My site visit and report is not an analysis of tree health impact.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Clients may choose to accept or disregard the recommendations of the arborists, or to seek additional advice.

This assessment is not made with the expectation of a particular result.

SIGNATURE

I certify that all of the statements made in this report are true, complete and correct to the best of my knowledge and belief, and are made in good faith.



Jesse Milton

ISA Board Certified Master Arborist #SO-1170B

Tree Risk Assessment Qualified (TRAQ)



PHOTOS OF SITE











ONEBARK LLC
5456 PEACHTREE BLVD #288
ATLANTA GA 30341
p: 678-634-8878 www.onebark.com

Risk Assessment Report

810 Glenair Drive, Sandy Springs GA 30324

Date of Inspection 1/9/2023

Inspector

Jesse Milton
ISA #SO-1170B
TRAQ Qualified
Email: [REDACTED]

Owner

Tom Bowman
810 Glenair Drive
Sandy Springs GA 30324

EXECUTIVE SUMMARY

The likelihood of the entire tree failing within a 3 year timeframe, and the tree striking the house(s), causing severe damage or injury, poses a MODERATE risk.

ASSIGNMENT

My assignment was to provide a tree risk assessment for a 32" diameter pignut hickory. This report is associated with the property described as: 810 Glenair Drive, Sandy Springs GA. I conducted my inspection on January 9, 2023.

This report contains proprietary information and is for the exclusive use of, and distribution by, the customer. The report may be shared with the governing municipality to comply with tree ordinance regulations.

METHODOLOGY

I performed a Level 2 Tree Risk Assessment based on the ANSI A-300 (Part 9, 2017) Tree Risk Assessment standard, and used the methodology defined in the International Society of Arboriculture's Best Management Practice for Tree Risk Assessment (2017). I considered people, property, or activities that could be injured, damaged, disrupted by a tree failure. I used a 3-year time frame for the assessment.

OBSERVATIONS

Subject Tree

The tree is a 32" diameter pignut hickory (*Carya glabra*) with an estimated height of 110 feet and an approximate 30-foot spread. The tree is located across the northwest boundary on the adjacent lot owned by Vivian Vakili.

Tree Health

The tree is in good health. I observed the following: no significant pathology, and no evidence of decline. The tree's health appears unchanged from my 2021 pre-construction inspection of the subject site. The impact to the tree's root system will have some affect on the tree's future vigor.

Defects and conditions of concern

A vertical cut was made recently into the soil, in order to form a proposed retaining wall on the subject property. The face of the cut is 6.75 feet horizontally from the surface of the trunk, and approximately 8 to 8.25 feet from the center of the trunk. A measuring rod was used for these measurements. This cut is likely within the structural root plate of the tree.



ANALYSIS

Risk ratings are comprised of three smaller assessments that produce the final risk rating, as shown below for each concern. My assessment determined that within the 3-year time frame, the following concerns are:

Primary Concern

The Primary concern for this tree is in the Roots and Collar region. In regards to the recent soil cut and root loss, this condition is categorized as **Moderate risk** to the houses and inhabitants. This risk rating applies to weather events that are **normal** for the area, and not to unusual or extreme weather events.

Risk Rating Explained

What does **Moderate risk** to the houses and inhabitants mean?

1. The likelihood of failure is possible.
2. The likelihood of impact to a valuable asset (houses and inhabitants) is high.
3. The consequences (damage) of this event would be severe.

Secondary Concern

The Secondary concern for this tree is in the Crown and Branches region. In regards to live limb failure, this condition is categorized as **Low risk** to the houses and inhabitants. This risk rating applies to weather events that are **normal** for the area, and not to unusual or extreme weather events.

Risk Rating Explained

What does **Low risk** to the houses and inhabitants mean?

1. The likelihood of failure is improbable.
2. The likelihood of impact to a valuable asset (houses and inhabitants) is medium.
3. The consequences (damage) of this event would be significant.

RISK TOLERANCE

Risk tolerance is the amount of risk you are willing to accept. Different people have varying amounts of risk they will tolerate. If the tree risk rating is greater than your risk tolerance, then action is required. You will have to decide your own risk tolerance, and then decide on a course of action and timing for abating the risks.

RISK MITIGATION OPTIONS

The overall risk rating of this tree is MODERATE over the 3-year timeframe. Because the condition attributed to this risk rating is within the root system, the only mitigation option that would reduce the risk to NONE/NO-RISK, is to remove the tree.

The 2-year risk timeframe was chosen since the subject site is an construction site and land disturbance in proximity to the tree is still active.

REINSPECTION

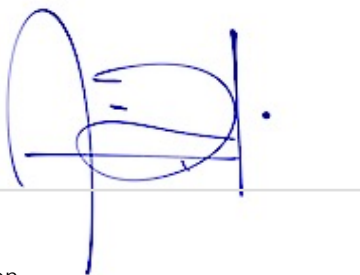
If the tree remains, I recommend a Level 1 inspection and health assessment be completed at the end of April 2023. If, after evaluating or completing the above Risk Mitigation Options, you decide to accept the residual risks associated with a tree, then a new Level 2 risk assessment should be made before the end of the 3-year time frame. If at any time the tree's appearance changes, or if the tree sustains injury from weather events, please contact Onebark LLC to ascertain if an inspection should be made sooner than the recommended 3-year inspection interval.

ASSUMPTIONS AND LIMITING CONDITIONS

With a Level 2 Risk Assessment, the inspection of the tree was limited to observing defects that can be seen while standing on the ground. There may be defects below ground or in the canopy that were not visible from this perspective. These hidden defects may result in the failure of branches, trunks, or roots. Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time.

CERTIFICATION

I certify that all of the statements made in this report are true, complete and correct to the best of my knowledge and belief, and are made in good faith.



1/9/2023

Jesse Milton
ISA #SO-1170B
Tree Risk Assessment Qualified (TRAQ)



Board of Appeals

June 7, 2023



SANDY SPRINGS™
GEORGIA

AP23-00002

STAFF RECOMMENDATION:
Denial

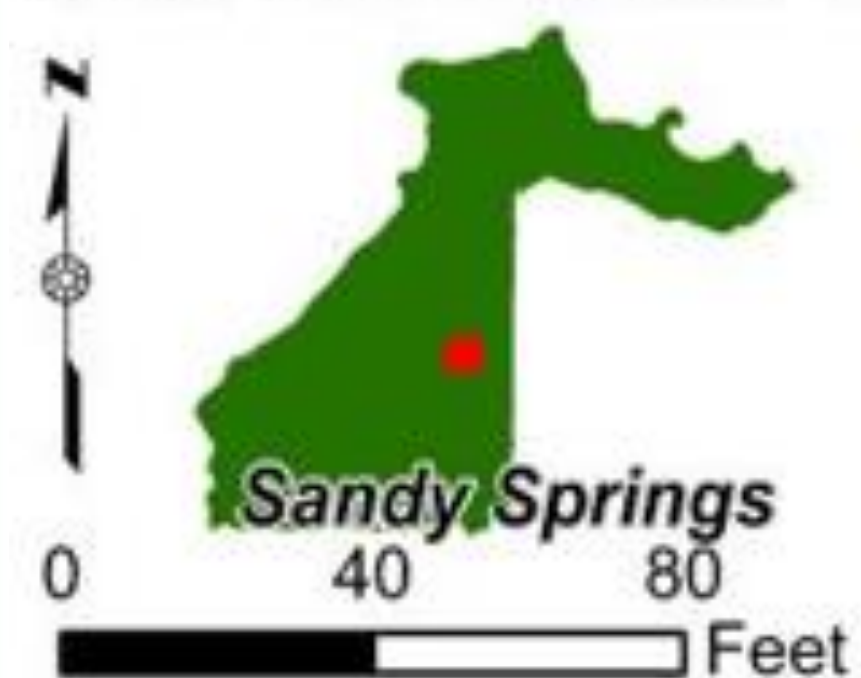
Request

- Appeal of the Director's decision to release tree escrow funds, as outlined in Code Section 9.3.8.E, for several impacted trees during the construction of a new residence at 810 Glenairy Drive.

Location – 810 / 820 Glenairy Drive

- 810 Glenairy Drive
 - Tom and Ninya Bowman
 - New residence property owners
 - Consulting arborist - OneBark
- 820 Glenairy Drive
 - Vivian Vakili
 - Adjacent property / Boundary Tree owner
 - Consulting arborist – Boutte Tree

810 GLENAIRY DRIVE

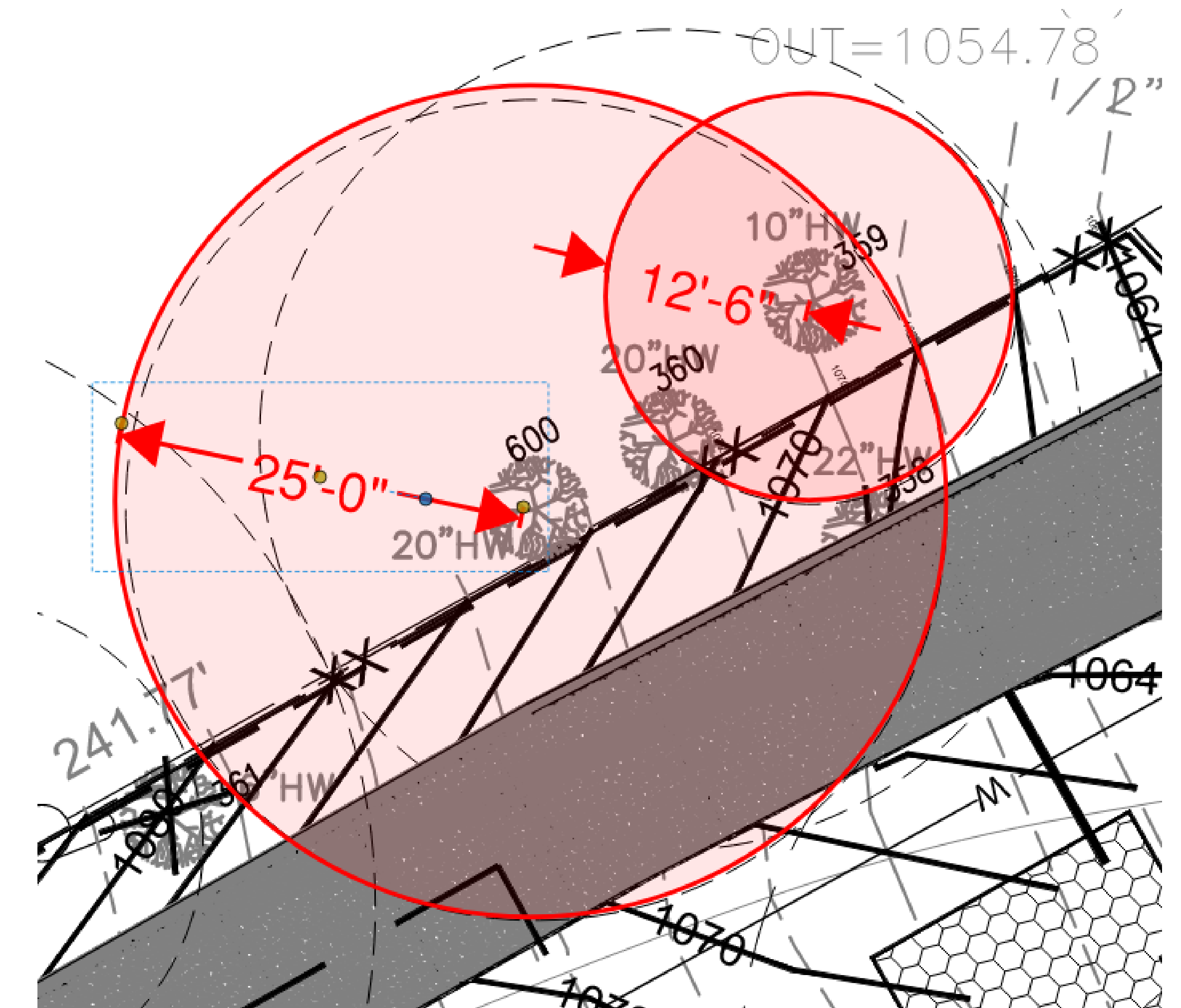


810 Glenairy Dr
All Other Parcels



City Code – Boundary Trees

- Boundary Tree
 - 10 inches diameter at breast height (DBH) or larger
 - Located on a property adjacent to a permitting property
 - Critical root zone or canopy extends into that permitting property
 - (Section 9.3.4.A)
- Damaged Tree
 - 25% or more of the critical root zone disturbed
 - (Division 12.2 Defined Terms)
- Critical Root Zone Impacts
 - Viability of the tree is uncertain if impacts are 25 percent or more
- Escrow Process
 - Initiated if it is uncertain if the proposed project will deprive the Boundary Tree of continued viability
 - (Section 9.3.4.C)



Tree Conservation Plan

Boundary Trees

- Five trees assessed for the escrow fund

360 – 20” hardwood – 43% impact

600 – 20” white oak – 43% impact

601 – 12” hickory – 40% impact

602 – 30” hickory – 40% impact

603 – 21” hickory – 37% impact

Tree Conservation Plan

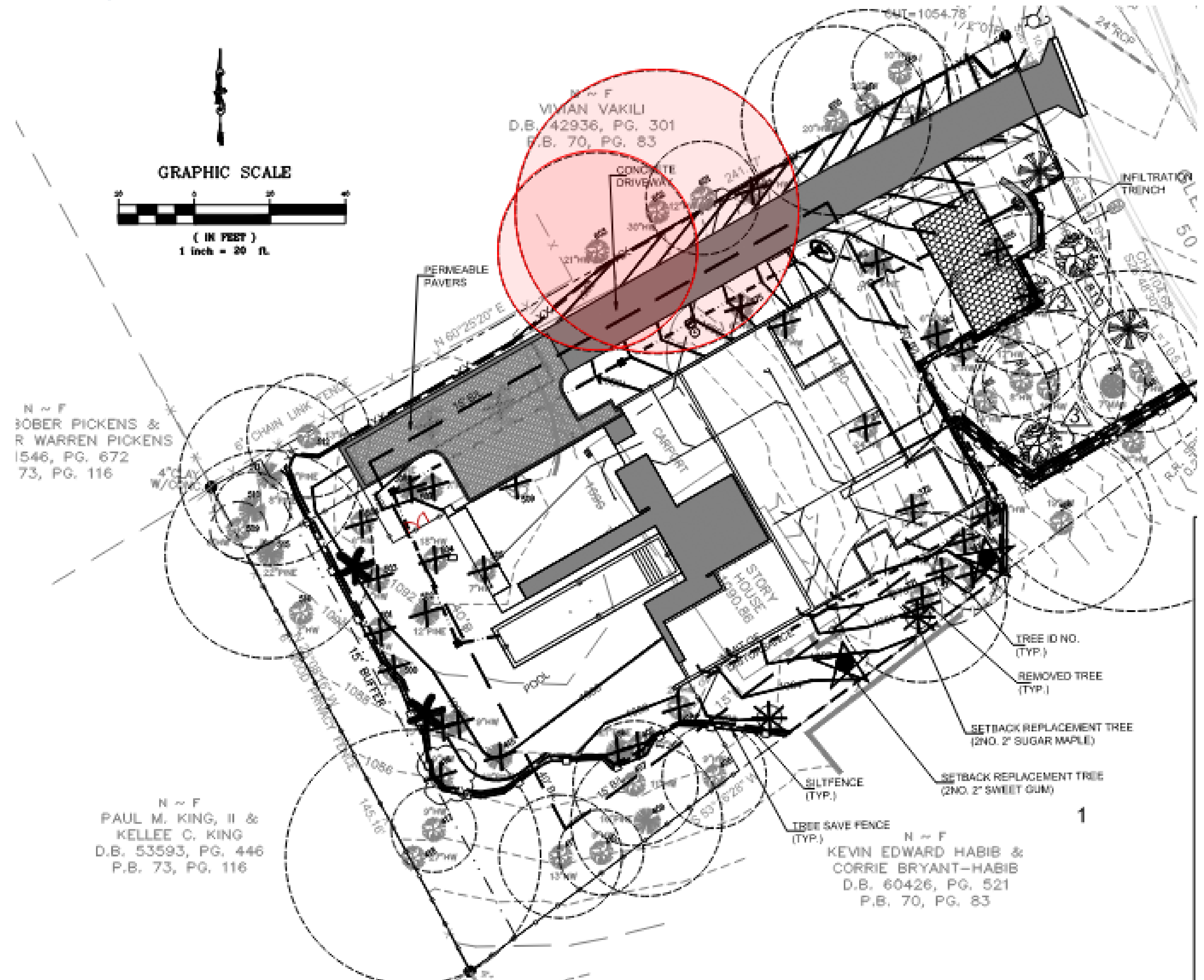
Boundary Trees

- Escrow Fund
 - Start date: 9/22/21
 - End date: 9/22/24
 - \$12,650 in the escrow fund for all five trees
 - \$10,200 quote to remove two Boundary Trees (602 and 603)
 - \$2,450 to remain in escrow until 9/22/24

Tree Conservation Plan

Boundary Trees

602 – 30” hickory – 40% impact
603 – 21” hickory – 37% impact



City Code Section 9.3.8.E

Potentially Damaged Trees – Escrow Fund

- 3. If funds are required to be paid into escrow pursuant to paragraph 1. above, at any time prior to a determination authorizing the return of the escrow funds to the applicant pursuant to paragraph 4. below, the property owner (petitioner) whose property contains the tree may petition the City Arborist for the payment of the escrow funds to be used for the removal and replacement of the tree on the grounds that the permitted activity has caused the tree to fail to survive or be in a state of irreversible decline.

Boundary Trees

12/5/22 Site Visit

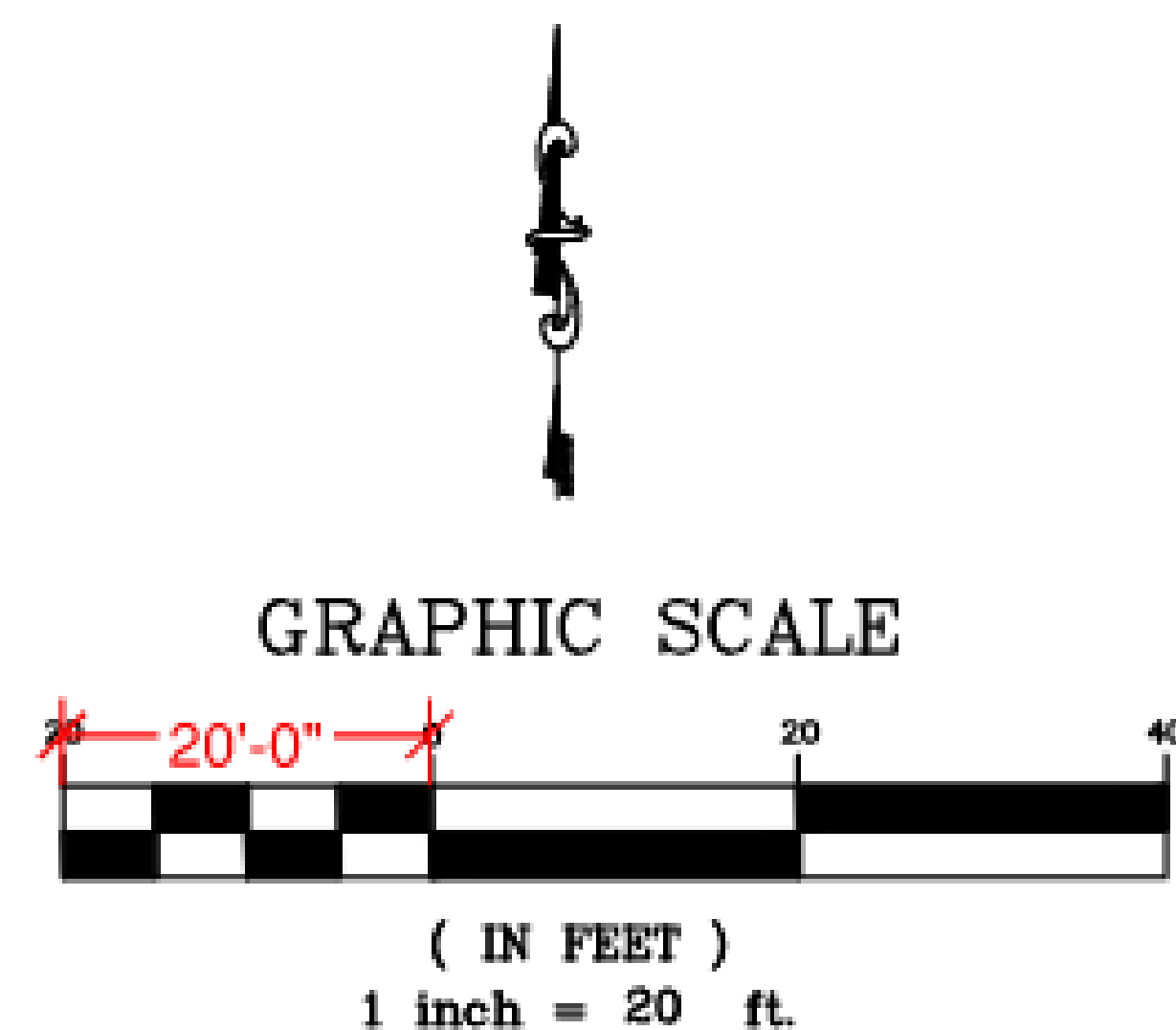
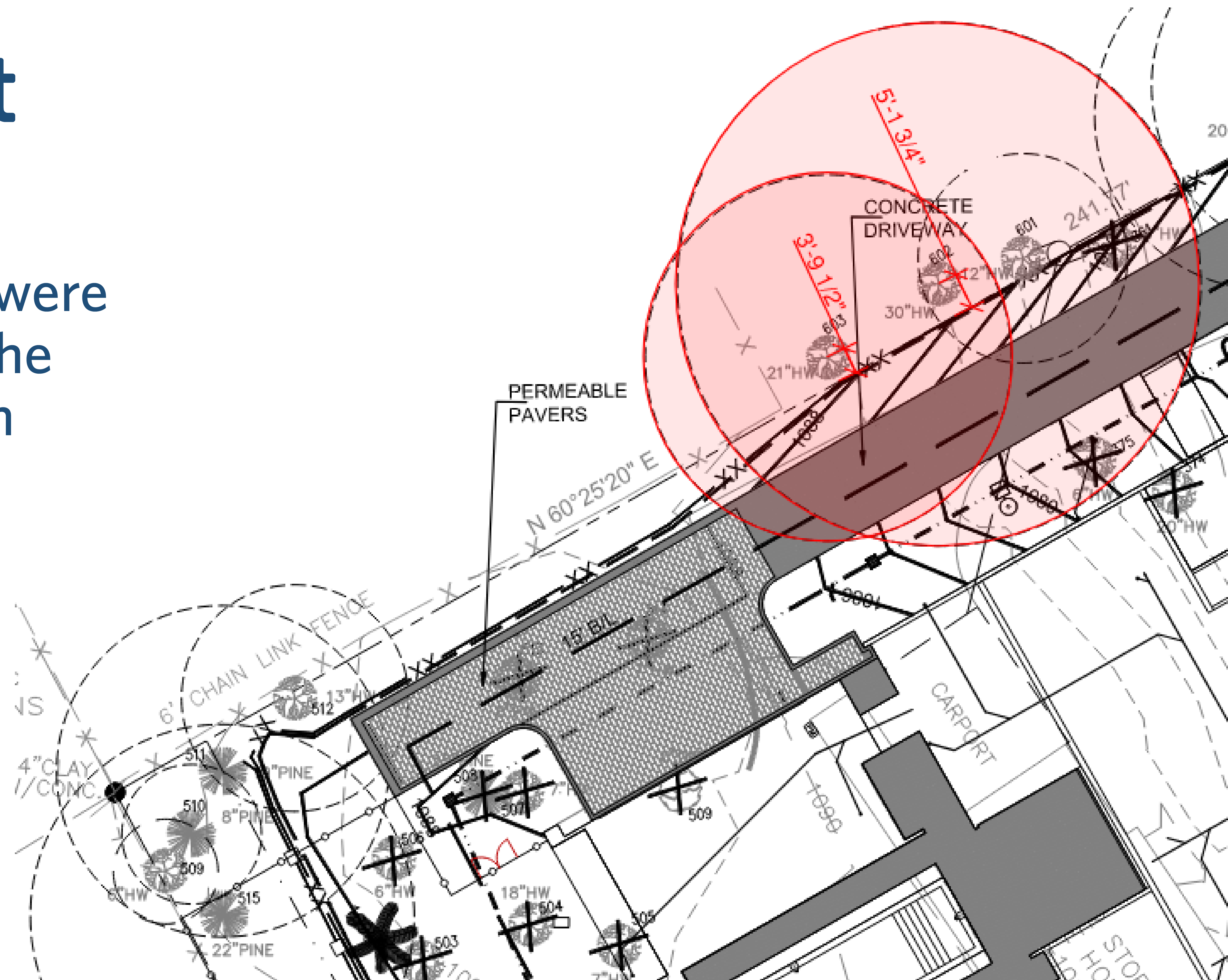
- Trees did not appear to be in irreversible decline or dead.
- A subsequent review was warranted due to the dynamic nature of the site development process.
- Terrain behind the cut slope for the retaining wall was undisturbed.



Boundary Trees

4/17/23 Site Visit

- Locations of the trees were incorrectly shown on the Tree Conservation Plan



Boundary Trees

4/17/23 Site Visit

Property Line Marker



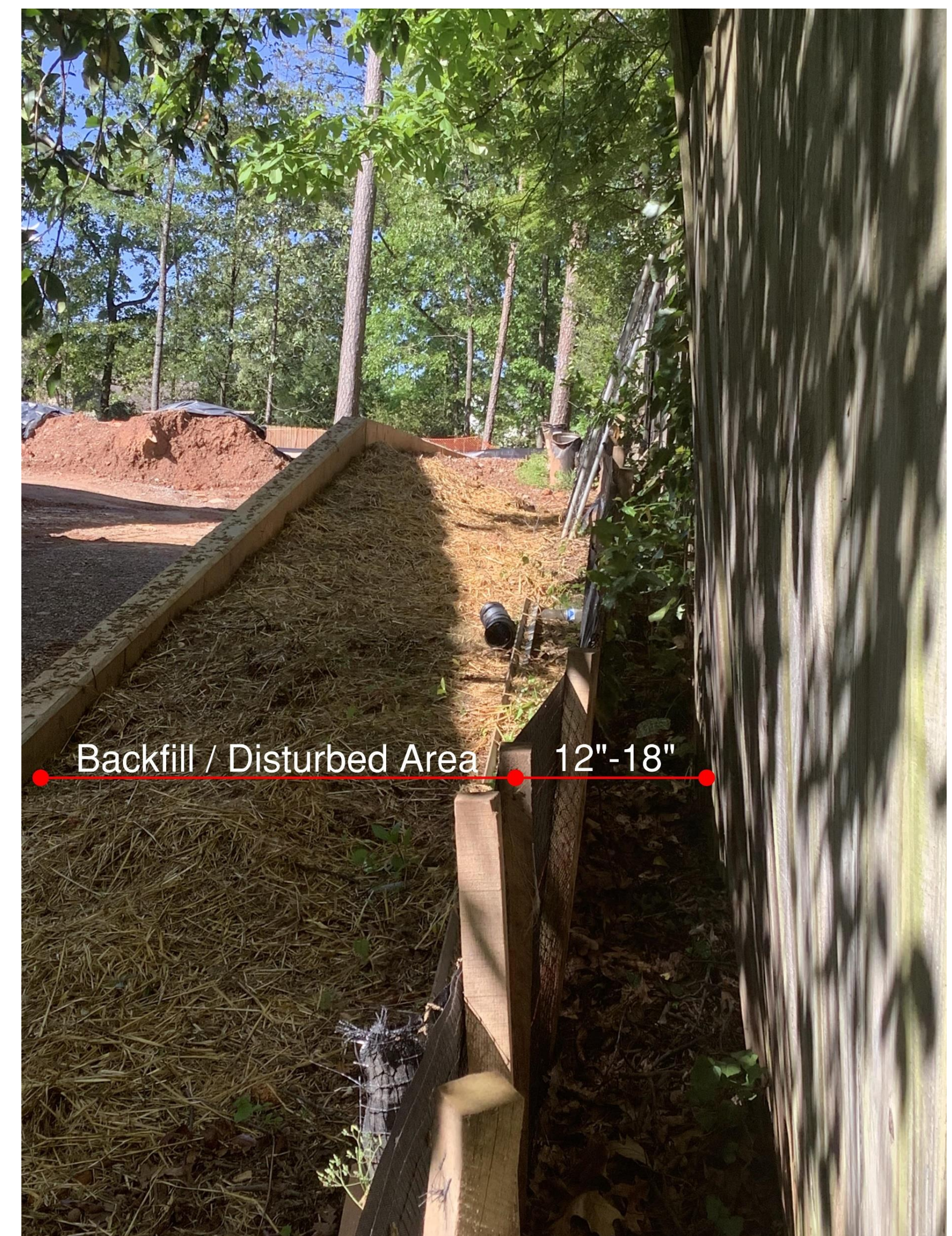
Tree 602 Location



Tree 603 Location



Backfill / Disturbed Area



Boundary Trees

Improper Root Pruning

Roots were not cut per the Section 1.1 of the Technical Manual

Sharp, clean cuts performed to a depth of 36 inches is required.



City Arborist Determination

Trees 602 and 603 are in **irreversible decline**.

Boundary Trees

Issue #1 / City Arborist Response

Issue #1 (Bowman)

The survey used and reattached for this determination doesn't reflect the movement of the retaining wall away from the property line and trees in question to reduce the risk of damaging the root zones. The current distance is 10' from the center of 602 30" Hickory to the retaining wall. Additionally, there was no additional root disturbance during the backfill process of the retaining wall. The area in question can't support heavy machinery, so a Bobcat was used to add dirt to the area over the retaining wall and hand raked into place. To prevent erosion, grass seed and straw were then added by hand. (Video Evidence Attached as of 4/28/2023)

City Arborist Response

Shifting the position of the retaining wall away from property line doesn't alter the impact to the tree roots as the soil behind the wall has been disturbed. Tree roots are sensitive to any changes in soil conditions, which includes cut and fill operations and soil compaction. Therefore, the backfill placed behind the retaining wall negatively impacted the tree roots.

Boundary Trees

Issue #2 / City Arborist Response

Issue #2 (Bowman)

An updated independent assessment from OneBark to support our appeal is underway and will be forwarded next week. We contend that the current findings from Boutte Tree aren't independent since they will directly benefit financially from the removal and replacement of trees 602 and 603. We also contend that the groundwork is being laid to sue us for the Boutte Tree \$60K questionable valuation of 602 in an earlier complaint if the city renders a decision to remove the living trees. Therefore, their evaluation can't be relied on to provide a fair and independent assessment.

City Arborist Response

The recent report from OneBark on 5/2/23 states that the trees appear to be in good health. The canopy and trunk of the trees show no visible signs of decline; however, the roots were impacted to a high degree and initially cut haphazardly for the retaining wall installation. The roots uptake water and nutrients and provide stability for the tree. We assert that the improper root pruning in conjunction with the high degree of impact to the critical root zones of the trees produced a detrimental effect on the integrity of the root system of the trees and furthers the decline of the trees.

In regard to the independence of the arborist reports, all of the private arborist assessments are presumed to have a degree of bias. Our findings take into account the arborist reports, but our findings are mainly derived from our own observations and assessment of field conditions.

Boundary Trees

Issue #3 / City Arborist Response

Issue #3 (Bowman)

Tree 603 needs to be reevaluated regarding diameter size (Landmark Status), due the fact that the tree splits into 2 trunks at chest height, which causes the tree to measure larger than its actual age and size.

City Arborist Response

A Boundary Tree is defined as a tree that is 10” diameter at breast height (DBH) or larger, which includes this tree. Also, a hardwood tree, such as a hickory, is only classified as a Landmark Tree if it is 27” DBH or larger. Tree 603 was field measured to be 19.6” DBH by a City Arborist on 5/19/23. Slight variations in the reported DBH of a tree is normal as the measurement is required to be taken 4.5 ft above the ground, and in field, the location is often approximated slightly differently between technicians. These variations do not significantly alter the size of the critical root zone nor the level of impact assessed to the critical root zone. Furthermore, the measurement for diameter at breast height is taken at 4.5’ above the ground, which is below the split of the stems. Therefore, the DBH of the tree shown on the Tree Conservation Plan is correct.



Boundary Trees

Issue #4 / City Arborist Response

Issue #4 (Bowman)

Prior to backfilling of the retaining wall, all exposed roots (which were minimal based on earlier submitted photos) were in fact trimmed to OneBark's specs to encourage root growth. Now with the backfill in place the roots have additional support and room to grow. We have also removed the old fence to provide a clear view, more air and light to trees 602 and 603 to encourage additional growth.

City Arborist Response

Initially, the terrain was cut for the placement of the retaining wall. During the initial grading, the vertical cut into the soil profile disturbed the critical root zone of the Boundary Trees. During this process, the roots were harmed as there were not cut in accordance with Section 1.I of the Technical Manual (see below).

8. *Where tree roots must be cut, make only sharp, clean cuts to promote root regeneration.*
9. *When clearing and grading is planned in close proximity to a tree protection zone, the limit of disturbance shall be defined by a clean trench cut to a depth of 36 inches, to prevent the shredding and tearing of protected roots.*

This condition was documented in the arborist report provided by Boutte Tree, Inc. on 12/1/22 with the site visit being performed on 11/6/22. As stated in Boutte's report, the roots were not pruned prior to grading, and the soil was not treated appropriately afterwards to prevent desiccation and degradation of the remaining root system. This site condition was left untreated for several months prior to the root pruning performed per OneBark's recommendations for the backfilling of the retaining wall; therefore, the root system is presumed to have further degraded during this interim period. As a result, the initial improper root cuts further impacted the remaining roots of the trees.

Boundary Trees

Issue #5 / City Arborist Response

Issue #5 (Bowman)

This is just another attempt at harassment for monetary gain by Vivian Vakili and her partner. The constant phone calls to the city / mayor and repeated harassment of our contractor's team on site including physical video evidence, which is attached, and police report filed against Vivian and her partner is getting extremely concerning.

City Arborist Response

The behavior of the residents cannot and will not impact any decisions this Department renders. We are guided in our decisions by our Ordinances, site conditions, and subject matter expertise of our Arborists and devoid of any personal bias. We are strictly reviewing the construction activities that have occurred on the property and their corresponding impact on the Boundary Trees.

Recommendation

- Staff recommends **Denial** of AP23-0002.



Questions?