



CITY COUNCIL MEETING

Mike Davis, Mayor

Denis Shortal,	District 1, Post 1	Terry Nall,	At Large, Post 4
Adrian Bonser,	District 2, Post 2	Lynn Deutsch,	At Large, Post 5
Doug Thompson,	District 3, Post 3	John Heneghan,	At Large, Post 6

AGENDA

March 12, 2012
7:00 PM

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. MAYOR AND COUNCIL COMMENTS
- F. MINUTES
- G. APPROVAL OF MEETING AGENDA (add or remove items from agenda)
- H. PUBLIC COMMENT
- I. CONSENT AGENDA
- J. ORGANIZATIONAL AND PROCEDURAL ITEMS
- K. REPORTS AND PRESENTATIONS
- L. UNFINISHED BUSINESS
- M. NEW BUSINESS (WORK SESSION ITEMS)
 - 1. PUBLIC HEARING: Authorize the City Manager to Execute a Modification of the Real Estate Purchase Contract for the 19 Acre Dunwoody Emory Hospital Site.
 - Open Public Hearing
 - Presentation by City Manager
 - Public Comments Open
 - Public Comments Closed
 - Close Public Hearing

2. ACTION ITEM: Authorize the City Manager to Execute a Modification of the Real Estate Purchase Contract for the 19 Acre Dunwoody Emory Hospital Site. (Warren Hutmacher)
3. Discussion of Tilly Mill at North Peachtree Road Intersection Improvement. (Michael Smith)
4. Discussion of 2012 Sidewalk Design Contract. (Michael Smith)
5. Discussion of 2011 Paving Contract Modification. (Michael Smith)
6. Discussion of Ridglock Court Stormwater Project. (Michael Smith)
7. Discussion of Changing the Name of the Street That Bisepts Harris Circle. (Steve Dush)
8. Discussion of Art Festival Special Event Signage Request. (Steve Dush)
9. Discussion of Sprint for Cancer Special Event Signage Request. (Steve Dush)
10. Starbucks at Ravinia Waiver to Development Standards. (Steve Dush)
11. 2012 Planning & Zoning Mayor and Council, and Zoning Board of Appeals Calendar. (Steve Dush)
12. FIRST READ: Ordinance to Amend Chapter 8, Buildings and Building Regulations re: Annual Building Code Update. (ORDINANCE 2012-03-XX) (Steve Dush)
13. FIRST READ: Ordinance to Amend Budget for the Year Ending December 31, 2011. (ORDINANCE 2012-03-XX) (Chris Pike)
14. Discussion of Resolution to Amend City Council Rules and Procedures for City Council Meetings. (RESOLUTION 2012-03-XX) (Brian Anderson)
15. FIRST READ: Ordinance Amending Chapter 4 of the City of Dunwoody Code of Ordinances by Authorizing an Exception to the Full-Service Kitchen Requirements for Retail Consumption Licensees. (ORDINANCE 2012-03-XX) (Mayor Davis)
16. Discussion of Resolution to Appoint New Members for the Sustainability Commission for the City of Dunwoody, Georgia (RESOLUTION 2012-03-XX).

N. OTHER BUSINESS

O. INITIATION OF TEXT AMENDMENTS

P. PUBLIC COMMENT

Q. MAYOR AND COUNCIL CLOSING COMMENTS

R. EXECUTIVE SESSION

1. For the purposes of legal, real estate, and personnel discussions.

S. ADJOURNMENT

INVOCATION

“At this Council Meeting, help us to make decisions which keep us faithful to our mission and reflect our values. Give us strength to hold to our purpose; wisdom to guide us; and a keen perception to lead us. And above all, keep us charitable as we deliberate.”



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MEMORANDUM

To: Mayor and City Council

From: Warren Hutmacher, City Manager

Date: March 12, 2012

Subject: **Project Renaissance – Georgetown Redevelopment Project**
Approval of Modification Agreement – 19.14 Acre Property

ITEM DESCRIPTION

Staff has completed negotiations for a modification to the original sales contract for a 19 acre property, located on North Shallowford Road at Pernoshal Court. The site has been referred to as the 19.14 acre Emory Dunwoody Hospital site. The modification agreement alters the financial structuring of the contract from a complete payment at closing to a structured transaction that allows the City to purchase the whole site over a 3 year time period.

BACKGROUND

At the August 2011 Council Meeting, the City Council authorized the City Manager to execute a sales contract with American Mediacorp Development Company (subsidiary of HCA) for the purchase of a 19.14 acre property formerly known as the Emory Hospital site along North Shallowford and Pernoshal Roads. The City also owns 16 acres of property across the street.

This property is being purchased as a larger effort by the City to create a public/private partnership to redevelop a 35-acre area (16 acre parcel City owns and 19 acres the City has under contract) in the Georgetown area in accordance with the Georgetown/North Shallowford Master Plan. The City is in the process of identifying a private sector partner through a public bid process to work with the City to complete the redevelopment.

Significant elements of the preferred City vision for the 35-acre development include:

1. A maximum of 110 new construction high-end single-family owner occupied homes (estimate of 70 on the 16 acre property and 40 on the 19 acre property)
2. 10 acres of new parkland.
3. 5 acres of land for either a civic use (City Hall/Police/Court), parkland or commercial development.
4. Multi-use 12 ft. landscaped trail connecting Chamblee Dunwoody Road with the edge of the 19-acre former Emory Hospital property (with future planned connection to Brook Run Park).
5. New future commercial development on the West side of North Shallowford Road.

Staff has reviewed the comprehensive plan and the Georgetown-North Shallowford Master Plan. These plans were constructed with significant public input and adopted unanimously by the City Council. This project is consistent with the goals, objectives and direction of the plans.



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To complete this project, the City needed to re-negotiate the sales contract with the seller of the 19-acre former Emory Dunwoody Hospital site. The overall purchase price of \$5,532,000 for the 19 acres (plus \$600,000 in reimbursements for demolition owed to seller) will remain intact. The modification agreement on the agenda will spread the payments for the property over 3 years instead of being paid in full at closing. This will preserve cash flow, and allow the City the time necessary to select a private sector partner who will contribute to the costs of the land. The City will pay interest (7.5%) on the second and third transactions to compensate the seller for agreeing to modify the sales contract and provide us with the needed flexibility to complete the project.

Staff has completed the necessary due diligence work to finalize the purchase of this property at the November City Council voting meeting. Due diligence included:

DUE DILLIGENCE ACTIVITIES

1. SURVEY

An ALTA survey is a boundary survey that has been jointly prepared and adopted by the American Land Title Association (ALTA) and the American Congress on Surveying and Mapping (ACSM). The completed ALTA Survey shows easements, rights-of-way, locations of all improvements on the land (observable utilities, roads, driveways, etc.), and other factors influencing the ownership of land. Additionally, the ALTA Survey provides the title company with the information needed to insure the title to the land. Staff has received an ALTA survey for this property, which was prepared by TerraMark and there are no issues of concern related to the survey.

2. APPRAISALS

Two independent MAI (Member of the Appraisal Institute) appraisals of the properties listed above were completed in accordance with City purchasing rules. The results are as follows:

1. Alex Rubin and Company. (Georgia Certified General Real Property Appraiser) determined the Market Value "As Is" of the fee simple interest of the subject property, based on market conditions as of November 7, 2011, is six million four hundred forty thousand dollars (\$6,440,000). This appraisal is above our purchase price of \$5,5132,000.
2. Weibel and Associates, Inc. (Georgia Certified General Real Property Appraiser) determined the Market Value "As Is" of the fee simple interest of the subject property, based on market conditions as of November 1, 2011, is eight million dollars (\$8,000,000). This appraisal is above our purchase price of \$5,532,000.

The variance between the two appraisals is 19.5%. The City's purchasing policy requires two appraisals if the purchase price is above \$500,000 and either the variance between the two appraisals is less than 20% or both appraisals regardless of variance are above the purchase price. Since both appraisals are above the purchase price, a third appraisal was not required.

The average of the two appraisals is \$7,220,000. This is \$1,688,000 more than the purchase price, amounting to a 23.3% variance. It is reasonable to conclude that the appraisals clearly justify the purchase price for this property.



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3. ENVIRONMENTAL ASSESSMENT

The Phase I Environmental Site Assessment was performed in general accordance with American Society for Testing Materials (ASTM) Standard Practice for Site Assessments. The assessment includes an involved and detailed site visit by a qualified professional. A Phase I Environmental Site Assessment conducted by Rindt-McDuff Associates revealed no evidence of Recognized Environmental Conditions. There are no issues of concern related to the environmental assessment.

4. TITLE REVIEW

The City engaged Alison Woodrow, Esq., a commercial real estate attorney with FSB Fisher Broyles, a Limited Liability Partnership, to represent the City in this transaction. Ms. Woodrow has reviewed all of the title work related to this transaction. There are no significant issues of concern related to the title review.

The City has contracted with First American Title Insurance Company to purchase appropriate title insurance for the property upon the consummation of the closing of this transaction.

FUNDING

The contract amendment restructures the financial considerations to allow for three transactions as referenced below. I have attached a takedown map to this memo that will reference the lettering system below.

In 2012, the City will pay the seller \$3,750,000 – refers to A1 and B on takedown map

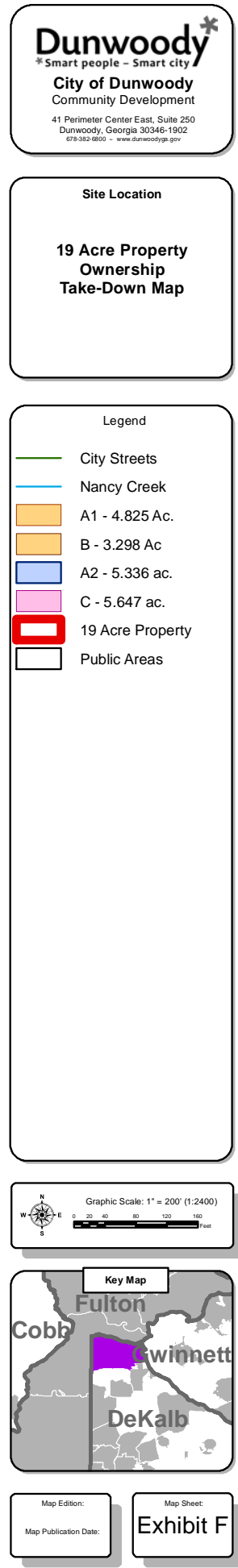
In 2013, the City will pay the seller \$2,021,000 – refers to C on takedown map

In 2014, the City will pay the seller \$505,250 – refers to A2 on takedown map

There is an error in the calculations of payments in contract exhibit B of the option agreement that will be corrected in the next version of this memo.

RECOMMENDATION

Staff recommends the City Council hold a public hearing at the March 12th Council meeting to authorize the City Manager to execute the attached documents to modify the existing sales agreement with the Seller of the 19-acre former Emory Dunwoody Hospital Site.



<p>Legal Notifications:</p> <p>1. This map is the property of the City of Dunwoody, Georgia. The use of this map is granted solely upon the condition that the map will not be sold, copied, or printed in whole or in part without the express written permission of the City of Dunwoody, Georgia. In no event will the City or the GIS Mapping Department be held responsible for any errors or omissions.</p> <p>2. This map is a graphical representation of the data obtained from a variety of sources such as aerial photography, recorded deeds, plans, engineering drawings and other public records or data. The City of Dunwoody does not warrant the accuracy or currency of the map provided and does not guarantee the suitability of the map for any purposes, expressed or implied.</p> <p>3. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</p>	<p>4. This map is not intended to depict boundary discrepancies, lines of possession, or any other matters that a true and accurate land survey of the premises would disclose.</p> <p>5. County, municipal, land lot and easement boundaries are approximate. It is the user's responsibility to verify boundaries with the appropriate governmental office.</p> <p>Product Notes:</p> <p>1. This map was compiled from records that have been filed with DeKalb County and/or the City by various parties. Neither the City nor its GIS Mapping consultants prepared said records or data. The City of Dunwoody does not warrant the accuracy or currency of the information contained in this map.</p> <p>2. The compilation methods employed during the production of this map include, but are not limited to, the following: cadastral mapping, planimetry, planimetric and aerial research, coordinate geometry, traditional and GPS field surveys and orthophoto rectification.</p>	<p>Aerial Imagery Notes:</p> <p>1. Orthophoto imagery was created using aerial photography taken February 2010. The orthophoto imagery contains some degree of error in geometry (geometric distortion) and in the measure of distances of the plan (radiometric distortion). Image rectification and reprojection algorithms are applied during image processing to identify the distortions and degradations that result from the original image acquisition. However, not all of the potential distortions and/or degradations will be corrected during this process. Therefore, exact interpretation of the map image details will require field verification by the map user.</p> <p>Map Reference System Notes:</p> <p>1. Horizontal coordinates are referenced to the Georgia West Zone State Plane Coordinate System relative to the North American Datum of 1983 (NAD83).</p> <p>2. Vertical coordinates are referenced to the North American Vertical Datum of 1988 (NAVD88).</p>	<p>Revisions:</p> <p>1. This map will be revised periodically by the City of Dunwoody. Should the user find conditions other than as shown, the City would appreciate your input. Simply copy and paste the questions of the plan (radiometric distortion) and the reproduction algorithms are applied during image processing to identify the distortions and degradations that result from the original image acquisition. However, not all of the potential distortions and/or degradations will be corrected during this process. Therefore, exact interpretation of the map image details will require field verification by the map user.</p> <p>2. Updated sheet border with new City logo/graphics. (December 2010)</p>	<p>Copyright:</p> <p>No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of the City of Dunwoody. The unauthorized reproduction or distribution of this copyrighted work is illegal. Criminal copyright infringement, including criminal intent, is investigated by the FBI and is punishable by up to five (5) years in federal prison and a fine of \$250,000.</p> <p>Copyright (C) 2011 by the City of Dunwoody All Rights Reserved</p>
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**REINSTATEMENT OF AND THIRD AMENDMENT TO
CONTRACT FOR PURCHASE AND SALE
(Hospital)**

THIS REINSTATEMENT OF AND THIRD AMENDMENT TO CONTRACT FOR PURCHASE AND SALE (“this Contract”) is made and entered into as of the “Contract Date” (as defined in Section 22) by and between Atlanta Healthcare Management, L.P. and American Medicorp Development Company (together, the “Seller”) and the City of Dunwoody, Georgia (the “Purchaser”).

WHEREAS, Purchaser and Seller are parties to that certain Contract for Purchase and Sale (Hospital) dated October 13, 2011, as amended by that certain Amendment to Contract dated December 13, 2011 and that certain Second Amendment to Contract dated February 8, 2012 (as amended, the “Original Contract”), pertaining to that certain real property consisting of approximately 19.084 acres lying and being in Dunwoody, DeKalb County, Georgia, as more particularly described in the Contract;

WHEREAS, Purchaser and Seller have significantly changed the terms of the transaction contemplated in the Original Contract, and, therefore, the parties desire to reinstate the Original Contract with certain modifications thereto; and

WHEREAS, the parties agree that this Contract shall replace the Original Contract in its entirety, and, in the event of any conflicts between the terms and conditions of the Original Contract and the terms and conditions of this Contract, this Contract shall control;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONTRACT TO BUY AND SELL

Seller hereby agrees to sell and Purchaser hereby agrees to purchase all that certain: approximately 4.825-acre tract of land (Parcel “A1”), and approximately 3.298-acre tract of land (Parcel “B”), both of which are more particularly described in Exhibit “A” attached hereto and made a part hereof by reference and shown on the site plan in Exhibit “B” attached hereto and made a part hereof by reference, lying and being in Dunwoody, DeKalb County, Georgia (collectively, Parcel “A1” and Parcel “B” shall be referred to as the “Land”), together with (i) (A) all rights and interests appurtenant thereto and (B) all access, air, water, riparian, development, utility and solar rights related thereto (the “Appurtenant Rights”), (ii) all improvements located on the Land, together with any

and all fixtures of any kind owned by Seller and attached to or used in connection with the ownership, maintenance, or operation of the Land or improvements located thereon (the "Improvements") (the Land, the Appurtenant Rights and the Improvements are referred to collectively as the "Real Property"); (iii) the lessor's interest in that certain Ground Lease dated as of November 15, 1977, a short form of which is recorded in Deed Book 4290, Page 20 with P&S Associates, as lessee and related agreements (together, the "P&S Ground Lease"); and (iv) to the extent assignable and elected to be assumed by Purchaser pursuant to Section 5(d) hereinafter, all of Seller's rights, title and interest in and to all "Service Contracts" (as defined in Exhibit C to this Contract), permits, licenses, certificates of occupancy, warranties, architectural or engineering plans and specifications, and governmental approvals which relate to the Real Property, the Improvements or the Land (hereinafter collectively referred to as the "General Intangibles"). The Real Property and the General Intangibles are herein collectively called the "Property".

2. EARNEST MONEY

(a) Purchaser has deposited with First American Title Insurance Company, National Commercial Services, 6077 Primacy Parkway, Suite 121, Memphis, TN 38119, Attn: Ms. Carol Slone (the "Escrow Agent"), the cash sum of One Hundred Thousand and No/100 (\$100,000.00) Dollars as earnest money (together with any interest earned thereon) to be held and applied to the Purchase Price in accordance with the provisions hereof. All Earnest Money shall become non-refundable, absent Seller's default and except as provided in Sections 4, 7 and 20, upon the expiration of the "Inspection Period" defined in Section 5 if Purchaser does not terminate this Contract before the expiration of such "Inspection Period." All interest and other income that accrues on the Earnest Money shall belong to the party to whom the Earnest Money is to be disbursed and shall be disbursed to such party in accordance with this Contract.

(b) Purchaser shall make an additional deposit of Earnest Money in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) if the Closing has not occurred on or before June 15, 2012 as set forth in Section 6 of this Contract.

3. PURCHASE PRICE

The purchase price for the Property and reimbursement for the actual cost that Seller has incurred in demolishing certain improvements on Parcel "B" on which a portion of the former hospital was located prior to the Contract Date, up to a maximum of Six Hundred Thousand and No/100 Dollars (\$600,000.00), shall be Three Million Seven Hundred Fifty Thousand and No/100 Dollars (\$ 3,750,000.00). The balance of the Purchase Price shall be paid in full at the Closing by wire transfer of immediately available funds to an account designated by Seller. This reimbursement amount will be shown on the settlement statement (described in

Section 6 of this Contract) as a separate line item. Seller will provide reasonable documentation of such costs to Purchaser before the Closing.

4. TITLE AND SURVEY

(a) At the Closing, Seller shall convey to Purchaser good and transferable fee simple title to the Property by Limited Warranty Deed (the "Deed"), subject only to the "Permitted Exceptions" (as defined in Section 6(b)(i) of this Contract).

(b) Purchaser has obtained a survey of the Property (the "Survey").

(c) Purchaser has obtained a commitment for an Owner's Policy of Title Insurance (the "Title Commitment") issued by First American Title Insurance Company, National Commercial Services (the "Title Company"), pursuant to which the Title Company shall commit to issue to Purchaser a standard owner's policy of title insurance in the amount of the Purchase Price. Purchaser has notified Seller in writing of Purchaser's objections to matters shown on the Title Commitment and the Survey (the "Objections") prior to February 1, 2012 (the "Title Objection Deadline"), as required under the Original Contract. Any matters that were not objected to prior to the Title Objection Deadline are deemed waived by Purchaser, except as expressly provided below in this Section 4(c). Seller has responded to the Objections in accordance with the Original Contract as of February 16, 2012; it being understood that Seller shall have no obligation to eliminate or otherwise remove any Objection except as expressly provided below in the last sentence of this Section 4(c). Purchaser's right under the Original Contract to terminate the Original Contract by giving written notice to Seller within five (5) business days after receipt of Seller's written response has expired and is of no further effect. Purchaser has no further right to object to any item, exception or other matter shown on any of the foregoing, unless such matter first arises after the last day of the Inspection Period (as hereinafter defined in Section 5) in which case Purchaser shall have the same right to object to such matters as it had after having been given the opportunity to review the initial Title Commitment. Notwithstanding anything to the contrary herein contained, Seller covenants and agrees that at or prior to Closing, Seller, at Seller's sole cost and expense, shall (i) cause to be released or insured over all mechanics' and contractors' liens which encumber the Property; (ii) pay in full all past due and delinquent ad valorem taxes and assessments of any kind constituting a lien against the Property; and (iii) cause to be released any loan security documents which encumber the Property under which Seller is the debtor.

5. INSPECTION

(a) Commencing upon the Contract Date and during the life of this Contract, Purchaser shall have the right to go on the Property personally or through agents, employees and contractors for the purpose of making soil tests and such other tests, analyses and investigations of the Property as Purchaser deems

necessary. Purchaser shall pay all costs incurred in making such tests, analyses and investigations. Purchaser shall repair any damage to the Property occurring as a result of any of the foregoing if this Contract is terminated pursuant to the terms of this Contract and Purchaser shall indemnify and hold Seller harmless from and against any losses, claims, damages, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising or resulting from any entry upon the Property by Purchaser or Purchaser's representatives, contractors, agents or employees. Purchaser's obligations and liabilities under this Section 5 shall survive the expiration or termination of this Contract. Purchaser must notify Seller in writing by 5:00 p.m. Eastern Time on April 23, 2012 (the "Inspection Period") of Purchaser's intent to terminate this Contract for any reason or no reason at all, and if so notified, this Contract shall become null and void, except as otherwise provided in this Contract, and the Earnest Money shall be immediately refunded to the Purchaser. All Earnest Money shall become non-refundable at the expiration of the Inspection Period except as otherwise expressly provided in this Contract.

(b) Purchaser acknowledges that Seller has delivered to Purchaser the items listed on Exhibit C attached hereto ("Seller's Deliveries"). Purchaser shall keep the information set forth in Seller's Deliveries confidential to the fullest extent permitted by law. If the transactions contemplated in this Contract are not consummated for any reason whatsoever, Purchaser shall return Seller's Deliveries and all copies thereto to Seller immediately.

(c) The sum of One Hundred Dollars (\$100.00) (the "Independent Consideration") out of the Earnest Money is independent of any other consideration provided hereunder, shall be fully earned by Seller upon the Contract Date and is not refundable to Purchaser under any circumstances. Accordingly, if this Contract is terminated for any reason by either party, the Independent Consideration shall be paid by the Title Company to Seller.

(d) Purchaser shall have until the expiration of the Inspection Period to inform Seller in writing which, if any, of the Service Contracts listed in Exhibit D attached hereto Purchaser shall assume at the Closing. Purchaser's failure to notify Seller in writing of its election to assume any Service Contract before the Inspection Period expires shall be deemed a decision by Purchaser to reject such Service Contract (the "Assumed Services Contract"). Seller shall be responsible for any and all fees, charges or expenses incurred as a result of the cancellation of any Service Contracts that Purchaser elects to reject.

6. CLOSING

(a) Purchaser and Seller shall consummate and close the sale of Parcel "A1" and Parcel "B" contemplated by this Contract (the "Closing") at the offices of the Title Company/Escrow Agent on June 15, 2012 or upon such earlier

date as the parties may agree (the "Closing Date"), as mutually agreed upon by both parties; provided, however, that the Closing may be conducted by mail in escrow. Notwithstanding the foregoing, however, Purchaser shall have the right to extend the Closing until July 31, 2012, by giving written notice to Seller and the Title Company by 5:00 pm Eastern Time on June 1, 2012. Simultaneously with such notice, Purchaser will make the additional deposit of \$500,000.00 as non-refundable Earnest Money as described in Section 2(b) of this Contract. If the Closing has not occurred on or before July 31, 2012, absent a Seller default or event of *force majeure*, this Contract shall automatically terminate. In the event of such termination, the Escrow Agent will promptly pay all Earnest Money to Seller and the parties will be released of all obligations and liabilities under this Contract except as provided otherwise in this Contract.

(b) Seller's Deliveries in Escrow. At the Closing, Seller shall deliver to the Title Company the following documents:

- (i) Deed. The Deed, which will be executed by Seller and convey to Purchaser title to the Real Property that is insurable by the Title Company free and clear of all liens, restrictions and encumbrances except the "Permitted Exceptions," which shall mean those exceptions approved or waived by Purchaser pursuant to Section 4 and the following (1) ad valorem real estate taxes and installments of governmental assessments for public improvements benefiting the Real Property, that are not delinquent; (2) zoning and building laws, ordinances, resolutions, and regulations; (3) covenants, agreements, conditions, restrictions, reservations and other matters of record (subject, however, to Purchaser's rights under Section 4(c) to make Objections); and (4) all matters that would be shown on an accurate survey of the Property.
- (ii) Bill of Sale, General Assignment and Assumption Agreement. A bill of sale, general assignment and assumption agreement (the "Assignment"), without warranty of any kind regarding the property or property interests transferred, conveying to Purchaser, ownership in all of the Improvements, including all fixtures located on the Property, as well as, to the extent assignable, all General Intangibles and the Assumed Service Contracts.
- (iii) P&S Ground Lease Assignment and Assumption Agreement. An assignment and assumption agreement (the "P&S Ground Lease Assignment"), without warranty, conveying to Purchaser all of lessor's obligations and interest under the P&S Ground Lease.

- (iv) Authority. Evidence of existence, organization, and authority of Seller and the authority of the person executing documents on behalf of Seller, reasonably satisfactory to the Title Company.
- (v) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller. If Seller fails to provide the necessary affidavit and/or documentation of exemption on the Closing Date, Purchaser may proceed with withholding provisions as provided by law.
- (vi) Seller's Affidavit. A seller's affidavit or similar certification, consistent with a limited warranty deed, as may be required by the Title Company to issue the title policy, and such other instruments and documents, such as lien waivers and mechanics lien indemnities, as the Title Company shall reasonably require, that are consistent with a limited warranty deed in order to issue its owner's title policy insuring Purchaser's fee simple title to the Property free and clear of the "standard printed exceptions".
- (vii) Additional Documents. A settlement statement and any additional documents that Purchaser or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Contract.
- (viii) Georgia Withholding Tax Affidavit. An Affidavit of Seller's Residence which demonstrates that Seller is exempt from the withholding requirements of O.C.G.A. Section 48-7-128.
- (ix) Broker's Lien Waiver Affidavit. A Broker's Lien Waiver Affidavit executed by each Broker.
- (x) Closing Statement. A closing statement duly executed by Seller setting forth in reasonable detail the financial transaction contemplated by this Contract, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds (the "Closing Statement").
- (c) Purchaser's Deliveries in Escrow. At the Closing, Purchaser shall deliver to the Title Company the following:
 - (i) Purchase Price. The Purchase Price, plus or minus applicable prorations and less a credit for the full amount of the Earnest Money or any other credits contemplated by this Contract, deposited by Purchaser with the Title Company in immediate,

same-day federal funds (all or any part of which may be the proceeds of a loan) wired for credit into such account as the Title Company may designate.

- (ii) Assignment and Assumption. The Assignment and the P&S Ground Lease Assignment.
- (iii) Additional Documents. A settlement statement and any additional documents that Seller or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Contract.
- (iv) Closing Statement. The Closing Statement executed by Purchaser.

(d) Closing Costs. At Closing, Purchaser shall pay any transfer taxes and recording costs to be paid in connection with the conveyance of the Property to Purchaser. Purchaser shall also pay the cost of obtaining the Title Commitment, the premiums for any title insurance policy and the cost of the Survey. Any fees for the services of Escrow Agent shall be divided equally between Seller and Purchaser. Each party shall pay and be responsible for all fees and expenses of its respective attorneys and other representatives, excluding commissions or fees due to any real estate brokers which shall be paid as provided in Section 17 hereinafter.

(e) Prorations. As of the date of Closing, Purchaser and Seller shall prorate ad valorem taxes on the Property and all items of income, rent and expenses in connection with ownership, operation and maintenance of the Property, for the year in which the Closing occurs. All adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the end of the day preceding the Closing Date, with the Seller being entitled to receive all revenues and shall be charged with all expenses relating to the ownership and operation of the Property through the day preceding the Closing Date. All other items which are customarily prorated in transactions similar to the transaction contemplated hereby, and which were not heretofore dealt with, will be prorated as of the end of the day preceding the Closing Date.

7. CONDITION AND POSSESSION OF THE PROPERTY

At Closing, Seller shall deliver to Purchaser possession of the Property in substantially the same condition as on the Contract Date, normal wear and tear excepted. If all or any material portion of the Property shall be condemned, damaged or destroyed prior to the Closing, Purchaser may elect to (i) terminate this Contract, or (ii) receive such insurance proceeds or condemnation award as may be paid or payable with respect to such condemnation, damage or destruction and complete the Closing. Purchaser's election under this paragraph shall be exercised

by written notice to Seller within fifteen (15) days after receipt of written notice from Seller of such condemnation, damage or destruction or of written notice of the amount of the insurance or condemnation award payable with respect to such condemnation, damage or destruction, whichever is later. If Purchaser elects to terminate this Contract under this Paragraph, all Earnest Money paid hereunder shall be immediately refunded to Purchaser.

8. DEFAULT

If the sale contemplated by this Contract is not consummated through default of Seller, Purchaser may, as its sole and exclusive remedy, either (a) receive the return of all of the Earnest Money, which return shall operate to terminate this Contract and release Purchaser and Seller from any and all liability hereunder, or (b) enforce specific performance of Seller's obligation to convey the Property to Purchaser in accordance with the terms of this Contract. If said sale is not consummated because of Purchaser's default, then Seller shall be entitled, as its sole and exclusive remedy, to terminate this Contract and retain the Earnest Money as liquidated damages. It is hereby agreed that Seller's damages will be difficult to ascertain and that the Earnest Money constitutes a reasonable liquidation thereof, and is not intended as a penalty, but as full liquidated damages.

9. NOTICE

(a) Any notice required or permitted to be given hereunder shall be sufficient if in writing and if hand delivered, delivered by nationally recognized overnight courier or sent by U.S. Certified Mail, postage prepaid and return receipt requested, to the party being given such notice at the following address:

Seller: American Medicorp Development Company
One Park Plaza
Nashville, TN 37203
Attn: Mr. Ron Woods,
Real Estate Department
E-mail: Ron.Woods@HCAhealthcare.com

With copies to: TMG Realty Advisors
1201 Peachtree Street, NE
Building 400, Suite 20
Atlanta, GA 30361
Attn: Mr. Tony Martin
E-Mail: tmartin@TMGrealtyadvisors.com

And
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Attn: Carla F. Fenswick, Esq.
E-Mail: Carla.Fenswick@wallerlaw.com

Purchaser:
The City of Dunwoody, Georgia
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
Attn: City Manager (with copies to City
Attorney and City Clerk)
E-Mail:
Warren.Hutmacher@dunwoodyga.gov

With copy to:
FSB FisherBroyles, a Limited Liability
Partnership
5023 Buckline Crossing
Dunwoody, GA 30338
Attn: Alison S. Woodrow, Esq.
E-mail: Woodrow@fsblegal.com

(b) Any party may change said address by giving the other party hereto notice of such change of address. Notice given as hereinabove provided shall be deemed received by the party to whom it is addressed on the date on which said notice is hand delivered, delivered by overnight courier or deposited in a U.S. Post Office sent Certified Mail, return receipt requested with proper postage affixed hereto. Notice may also be delivered by e-mail to the addresses set forth above (or to any other address designated by the applicable by written notice to the other party); provided by each fax or e-mail delivery shall be followed promptly by delivery of such notice by one of the methods described in the first sentence of Section 9(a).

10. ASSIGNMENT

Purchaser shall be entitled to assign its right, title and interest herein only with the prior written consent of Seller, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Purchaser may assign this Contract without necessity of Seller's consent to an entity which is controlled by Purchaser; provided that Seller is notified of such assignment in writing, and Purchaser shall remain liable for all obligations of Purchaser under this Contract. Any approved assignee shall expressly assume all of Purchaser's duties, obligations and liabilities hereunder.

11. SUCCESSORS AND ASSIGNS

This Contract shall bind and inure to the benefit of Seller and Purchaser and their respective successors and assigns. In no event, however, shall any assignment of Purchaser's rights under this Contract operate to release Purchaser from liability under this Contract.

12. TIME OF ESSENCE

Time is of essence of this Contract.

13. SOLE CONTRACT

This Contract constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Contract shall be binding unless signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

14. POSSESSION

Possession of the Property shall be granted by Seller to Purchaser at the time of Closing of this Contract.

15. SELLER'S COVENANTS

Seller agrees that during the period from the Contract Date through the Closing Date Seller will perform the following covenants:

(a) Except as Purchaser may otherwise consent in writing, until the Closing Date, unless this Contract is sooner terminated, Seller shall: (i) maintain the Property in its present condition and repair, ordinary wear and tear excepted and subject to the terms of Section 7(b) hereof; (ii) maintain the existing insurance policies for the Property and the operation thereof (and any replacements thereof) in full force and effect, (iii) not grant to any third party any interest in the Property or any part thereof or further voluntarily encumber the Property; provided, however, that this prohibition shall not apply to any back-up contract to sell the Property in the event that this Contract is terminated, (iv) not construct any improvements on, or make any material changes to, the Property and (v) not seek, consent to, or otherwise concur in any zoning variance or change without Purchaser's prior written consent.

(b) Seller will not, without the prior written consent of Purchaser, (i) enter into any operating contract that will not be fully performed by Seller on or before the Closing Date, or (ii) enter into any lease or easement for the Property.

(c) Prior to Closing, Seller will notify Purchaser of any notice received by Seller of any material change in or to the Property, promptly upon Seller's receipt thereof.

16. MISCELLANEOUS

(a) This Contract and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with laws of the State of Georgia (as may be amended). All disputes will be filed with the Superior Court of DeKalb County, Georgia.

(b) This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Contract. To facilitate execution of this Contract, the parties may execute and exchange by telephone facsimile or e-mailed counterparts of the signature pages; provided, however, the Purchaser and Seller shall each receive from the other within ten (10) days of the Contract Date an original, fully executed Contract.

(c) Should either party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

(d) In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Purchaser at the Closing, Seller agrees to perform, execute and/or deliver or cause to be delivered, executed and/or delivered, but without any obligation to incur any additional liability or expense, after the Closing any and all further acts, deeds and assurances as may be reasonably necessary to consummate the transactions contemplated hereby and/or to further perfect and deliver to Purchaser the conveyance, transfer and assignment of the Property and all rights related thereto.

(e) Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser.

17. REAL ESTATE BROKER

Purchaser and Seller covenant and agree that they have dealt with no real estate broker other than TMG Realty Advisors, which represents Seller (the "Seller's Broker"), and Colliers International – Atlanta, Inc., which represents Purchaser (the "Purchaser's Broker"), in connection with the purchase and sale of the Property under the terms of this Contract and shall hold each other harmless and indemnify one another against the claims of any other real estate broker arising by virtue of any act or alleged act of said party. Seller's Broker represents

the Seller as provided in a separate agreement between the Seller's Broker and the Seller, and Seller shall be responsible for any payments due Seller's Broker. Any commission or fee due to Purchaser's Broker will be paid by Seller's Broker in accordance with a separate agreement between Seller's Broker and Purchaser's Broker.

18. **DISCLAIMER**

(a) Purchaser acknowledges and agrees that as of the expiration of the Inspection Period, Purchaser will have had the opportunity to fully inspect the Property, will have had the opportunity to make all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters; and the character and suitability of the Property. In addition, Purchaser acknowledges and agrees that the Property is being purchased and will be conveyed "As Is" with all faults and defects, whether patent or latent, as of the Closing. There have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Purchaser by Seller or any employee or agent of Seller, except as specifically set forth in this Contract.

(b) From and after Closing, Purchaser waives, releases, and forever discharges Seller, its directors, officers, shareholders, employees, and agents, and their respective heirs, successors, personal representatives and assigns (collectively, the "Released Parties"), of and from any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees and expenses of whatever kind and nature, in law or in equity, known or unknown (collectively, "Liabilities"), that Purchaser ever had, now has, or in the future may have, against any of the Released Parties, based upon, or arising directly or indirectly out of: (i) the condition, status, quality or nature of the Property; and (ii) the existence, presence or condition of the asbestos-containing material, if any, on, in or under the Property. Notwithstanding the foregoing to the contrary, however, nothing in this Section 18 shall release Seller from any act of fraud or a breach of any representation or warranty made by Seller pursuant to Section 20 below.

19. **COVENANTS AND AGREEMENTS OF SELLER.**

(a) Leasing Arrangements. During the pendency of this Agreement, Seller will not enter into any lease affecting the Property without Purchaser's prior written consent in each instance.

(b) New Contracts. During the pendency of this Agreement, Seller will not enter into any contract or agreement that will be an obligation affecting or an encumbrance on title to the Property or any part thereof subsequent to the Closing without Purchaser's prior written consent in each instance, except contracts entered into in the ordinary course of business that are terminable without cause (and without penalty or premium) on thirty (30) days (or less) notice.

20. WARRANTIES

As a material inducement to Purchaser to enter into this Contract and consummate this transaction, (a) Seller represents and warrants to Purchaser that:

- (i) Seller has not received written notice of, nor does Seller have any actual knowledge of any actual, pending or threatened action, litigation, rezoning, condemnation or proceeding in existence as of the Contract Date with respect to the Property or against the Property;
- (ii) To the best of Seller's actual knowledge, as of the Contract Date, neither the entering into of this Contract nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any agreement or restriction to which either Seller or the Property is subject. Seller has not received any written notice or claim of any violations of any covenants, restrictions, easements or other agreements of record or actually known to Seller benefitting, burdening or otherwise affecting the Property, including without limitation, the P&S Ground Lease.
- (iii) Seller has been duly organized and is validly existing as a Georgia limited liability company. Seller has the full right and authority and has obtained any and all consents required therefor to enter into this Contract. The person signing this Contract on behalf of Seller is authorized to do so. This Contract has been, and the documents to be executed by Seller pursuant to this Contract will be, authorized and properly executed and does and will constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.
- (iv) [Deleted]
- (v) Seller has not granted to any person, firm or entity any unrecorded rights in or rights to acquire all or any part of the Property, and there is no outstanding unrecorded agreement by Seller to sell all or any part of the Property to any other person, firm or entity.

- (vi) To the best of Seller's actual knowledge and except (A) as listed in Exhibit D attached hereto and (B) any lease, sublease or occupancy agreement entered into by the lessee under the P&S Ground Lease, there are no leases, use agreements, operating agreements, management agreements, or other agreements or instruments in force or effect that grant to any person whomsoever or any entity whatsoever any right, title, interest or benefit in or to all or any part of the Property or any rights relating to the use, operation, management, maintenance or repair of all or any part of the Property.
- (vii) [Deleted]

Seller shall promptly notify Purchaser, in writing, of any event or condition known to Seller which occurs prior to Closing hereunder and which causes a material change in the facts relating to, and the truth of, any of the above representations and warranties. At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances which may have occurred since the date hereof. If any change in any foregoing representation is a material change, Purchaser may, at its option, terminate this Contract by written notice to Seller and receive a full refund of the Earnest Money.

(b) As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

- (i) Conflicts. To the best of Purchaser's knowledge, as of the Contract Date, neither the entering into of this Contract nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Purchaser of any agreement or restriction to which Purchaser is subject.
- (ii) Organization and Authority. Purchaser has been duly organized and is validly existing as a municipality in the State of Georgia. Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Contract. The person signing this Contract on behalf of Purchaser is authorized to do so. This Contract has been, and the documents to be executed by Purchaser pursuant to this Contract will be, authorized and properly executed and does and will constitute the valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms.

(c) The representations and warranties of Seller and Purchaser set forth in this Section 20 shall survive Closing.

21. SPECIAL STIPULATIONS

(a) Any condition for Purchaser's benefit herein may be waived by the Purchaser at or before Closing.

(b) In the event that the date for taking any action under this Contract (including, but not limited to, the giving of a notice of termination or closing) falls on a Saturday, Sunday or legal holiday, then such time period shall automatically be extended until 5:00 p.m. Eastern Time on the next regularly scheduled business day in Dunwoody, Georgia.

22. CONTRACT DATE

This Contract may be executed in multiple counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. To facilitate execution of this Contract, the parties may execute and exchange by telephone facsimile or e-mailed counterparts of the signature pages; provided, however, that such e-mail delivery will be followed promptly by delivery of a copy by one of the methods described in the first sentence of Section 9(a). The "Contract Date" of this Contract shall be the date upon which the later of Seller or Purchaser to sign this Contract does so evidenced by the date beside said party's name.

23. OPTION TO PURCHASE

On the last day of the Inspection Period, unless Purchaser notifies Seller of Purchaser's intent to terminate this Contract pursuant to Section 5 hereof, Purchaser and Seller shall enter into a Real Estate Option Agreement in the form attached hereto as Exhibit E (the "Option Agreement"), whereby Seller shall convey to Purchaser, and Purchaser shall acquire from Seller, an option to purchase the parcels of real property identified as "Parcel C" and "Parcel A2" on Exhibit B to this Contract.

[Remainder of page intentionally left blank]

SELLER: American Medicorp Development Company

By: _____

Date: _____

Name: Nicholas L. Paul

Title: Vice President

Atlanta Healthcare Management, L.P.

**By: Atlanta Market GP, Inc.,
its general partner**

By: _____

Date: _____

Name: _____

Title: _____

PURCHASER: City of Dunwoody, Georgia

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT LIST

Exhibit A – Land Description

Exhibit B – Site Plan

Exhibit C – Seller’s Deliveries

Exhibit D – Service Contracts

Exhibit E – Option Agreement

Exhibit A

Description of the Land

Parcel "A1":

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 344 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY RIGHT OF WAY OF PERNOSHAL COURT BEING 60 FEET IN WIDTH AS PER PLAT BOOK 63 PAGE 16 AND THE NORTHEASTERLY RIGHT OF WAY LINE OF NORTH SHALLOWFORD ROAD BEING 80 FEET IN WIDTH AT AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF PERNOSHAL COURT NORTH 49 DEGREES 25 MINUTES 09 SECONDS EAST A DISTANCE OF 198.21 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 98.90 FEET A RADIUS OF 271.56 FEET AND BEING SUBTENDEED BY A CHORD BEARING OF NORTH 59 DEGREES 51 MINUTES 07 SECONDS EAST A DISTANCE OF 98.35 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE ALONG THE SAME CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 104.91 FEET A RADIUS OF 271.56 FEET AND BEING SUBTENDEED BY A CHORD BEARING OF NORTH 81 DEGREES 21 MINUTES 07 SECONDS EAST A DISTANCE OF 104.26 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST A DISTANCE OF 167.60 FEET TO A IRON PIN SET ON SAID RIGHT OF WAY, THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 236.91 FEET A RADIUS OF 542.96 FEET AND BEING SUBTENDEED BY A CHORD BEARING OF SOUTH 75 DEGREES 04 MINUTES 52 SECONDS EAST A DISTANCE OF 235.03 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE SOUTH 62 DEGREES 34 MINUTES 52 SECONDS EAST A DISTANCE OF 5.01 FEET TO A 1 INCH OPEN TOP PIPE FOUND ON SAID RIGHT OF WAY, THENCE LEAVING SAID 60 FOOT RIGHT OF WAY SOUTH 25 DEGREES 59 MINUTES 39 SECONDS WEST A DISTANCE OF 327.10 FEET TO A ½ INCH IRON PIN FOUND, THENCE ALONG THE NORTHERLY PROPERTY LINE OF NOW OR FORMERLY GABLES REALTY LTD. RECORDED IN DEED BOOK 13058 PAGE 546 NORTH 88 DEGREES 01 MINUTES 41 SECONDS WEST A DISTANCE OF 259.75 FEET TO A ½ INCH IRON PIN FOUND, THENCE SOUTH 62 DEGREES 57 MINUTES 32 SECONDS WEST A DISTANCE OF 164.65 FEET TO AN IRON PIN SET AND SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF NORTH SHALLOWFORD FORD, THENCE ALONG SAID RIGHT OF WAY NORTH 38 DEGREES 34

MINUTES 25 SECONDS WEST A DISTANCE OF 301.62 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 210,142 SQ.FT. OR 4.82 ACRES AS SHOWN ON PLAT BY HARTRAMPF, INC., DATED 06-05-07 LAST REVISED 06-10-08

Parcel "B":

[Insert legal description for Parcel "B"]

#M.1.

Exhibit B

[Insert site plan showing all parcels]

Exhibit C

SELLER'S DELIVERIES

- (i) Tax bills for the Property from the years 2009, 2010 and 2011, if available;
- (ii) [Deleted];
- (iii) Any environmental studies of the Property in Seller's actual possession;
- (iv) All written contracts and agreements relating to the ownership, leasing, operation, management or maintenance of the Property (the "Service Contracts") which are listed in Exhibit 2 attached hereto;
- (v) Copy of P&S Ground Lease and any amendments thereto;
- (vi) Copies of July 3, 2007 Surveys of the Land (or portions of the Land) by Hartrumpf Engineers – Architects - Surveyors; and
- (vii) Copies of any commitments for title insurance policies or title insurance policies pertaining to the Property or any portion thereof in Seller's actual possession.

Exhibit D

SERVICE CONTRACTS

- 1) Management Contract with Lincoln Harris, CSG; and
- 2) Parking Agreement dated as of August 18, 1980 between Seller (by its predecessor Charter Medical Corporation) and P&S Associates.

REAL ESTATE OPTION AGREEMENT

THIS REAL ESTATE OPTION AGREEMENT (this “**Agreement**”) made as of the date upon which the final party to execute this Agreement does so as evidenced by the date below such party’s signature (the “**Agreement Date**”) by and between Atlanta Healthcare Management, L.P. and American Mediacorp Development Co. (together, “**Seller**”) and the City of Dunwoody, Georgia (“**Purchaser**”).

W I T N E S S E T H :

WHEREAS, Seller is the owner of one or more certain parcels of real property in Dunwoody, DeKalb County, Georgia, which parcels are identified as Parcel A2 and Parcel C on Exhibit A attached hereto and made a part hereof (collectively, “the **Option Property**”); and

WHEREAS, Seller desires to grant to Purchaser an option to purchase the Option Property pursuant to the terms of this Agreement; and

WHEREAS, all terms used in this Agreement with an initial capital letter which are not otherwise defined herein shall have the meanings given to such terms in the Reinstatement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, Seller and Purchaser agree as follows:

1. Grant of Option. For and in consideration of the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the “**Option Money**”) that shall be paid to Seller within three days after the Agreement Date, Seller hereby gives and grants unto Purchaser, upon the terms and conditions hereinafter set forth, the exclusive and irrevocable right and option to purchase the Option Property (the “**Option**”). Notwithstanding any provision of this Agreement or the “Reinstatement” (as defined below) seeming to the contrary, Purchaser acknowledges and agrees that the Option Money is consideration paid to Seller in return for the Option and that therefore, the Option Money shall be non-refundable (absent Seller’s default) regardless of whether Purchaser actually purchases the Option Property. In the event Purchaser does not exercise the Option or does not otherwise purchase the Option Property, the Option Money shall be retained by Seller in full satisfaction of all obligations of Purchaser under this Agreement. In the event Purchaser elects to exercise the Option pursuant to Section 3 hereinbelow, the Option Money shall be applied to the Purchase Price in accordance with the provisions hereof.

2. **Option Period.** The Option may be exercised at any time from the Agreement Date up to 11:59 p.m. Eastern Time, on the first anniversary of the Agreement Date (the “**Option Period**”).

3. **Exercising the Option.** Purchaser shall have the right at any time during the Option Period, within its sole discretion, to exercise the Option to purchase the Option Property by giving written notice (“**Purchaser’s Option Notice**”). In the event Purchaser exercises the Option, Purchaser shall purchase the Option Property pursuant to the terms and conditions of that certain Reinstatement of and Third Amendment to Contract for Purchase and Sale (Hospital) between Seller and Purchaser, dated as of March ____, 2012 (the “**Reinstatement**”), as applicable to the Option Property. Notwithstanding the foregoing, however, Purchaser acknowledges and agrees that it has already completed its inspection and review of title and survey matters for the Option Property and that the Title Objection Deadline has expired and is of no further effect except as expressly provided otherwise in Section 4(c) of the Reinstatement. Further, Purchaser acknowledges and agrees that the Inspection Period (as defined in Section 5 of the Reinstatement) has expired and that Purchaser has no right to terminate the Reinstatement or this Agreement with respect to the Option Property; provided, however, that Purchaser may elect not to exercise the Option.

4. **Purchase Price and Closing Date.**

(a) **Closing Date(s).** Purchaser may exercise the Option only for all of the Option Property, and upon such exercise, Purchaser shall have an obligation to close its purchase of all of the Option Property. Purchaser may elect, however, to close its purchase of Parcel A2 and Parcel C on different dates by giving written notice to Seller simultaneously with Purchaser’s exercise of the Option. Purchaser will identify the date(s) by which it will close its purchase of the Option Property; provided, however, that the purchase and sale of Parcel C must close, if at all, on or before July 31, 2013 and the purchase and sale of Parcel A2 must close, if at all, on or before August 29, 2014. Closing dates for each or both of the two parcels comprising the Option Property may not be sooner than thirty (30) days after Purchaser exercises the Option with respect to such parcel. Purchaser shall not have any right to use or occupy any part of the Option Property unless and until Purchaser has closed its purchase of such part of the Option Property.

(b) **Purchase Price.** The purchase price for each of the two parcels (the “**Purchase Price**”) comprising the Option Property will depend on the closing dates for such parcels. The Purchase Price for each of the parcels will be as set forth on the schedule attached hereto as Exhibit B and made a part of this Agreement. The Option Money will be applied as a credit towards the applicable purchase price to be paid by Purchaser at the closing of Parcel A2.

5. Seller's Covenants. Seller hereby agrees to perform the covenants set forth in Sections 15 and 19 of the Reinstatement with respect to the Option Property.

6, Real Estate Brokers. Purchaser and Seller covenant and agree that they have dealt with no real estate broker other than TMG Realty Advisors, which represents Seller (the "Seller's Broker"), and Colliers International – Atlanta, Inc., which represents Purchaser (the "Purchaser's Broker"), in connection with the purchase and sale of the Option Property under the terms of this Agreement and the Reinstatement and shall hold each other harmless and indemnify one another against the claims of any other real estate broker arising by virtue of any act or alleged act of said party. Seller's Broker represents the Seller as provided in a separate agreement between the Seller's Broker and the Seller, and Seller shall be responsible for any payments due Seller's Broker. Any commission or fee due to Purchaser's Broker will be paid by Seller's Broker in accordance with a separate agreement between Seller's Broker and Purchaser's Broker.

7. Warranties. As a material inducement to Purchaser to enter into this Agreement and consummate the transaction contemplated herein, Seller hereby represents and warrants to Purchaser all of the representations and warranties set forth in Section 20(a) of the Reinstatement and Purchaser hereby represents and warrants to Seller all of the representations and warranties set forth in Section 20(b) of the Reinstatement. In accordance with Section 20 of the Reinstatement, Seller shall promptly notify Purchaser, in writing, of any event or condition known to Seller which occurs prior to a closing hereunder and which causes a material change in the facts relating to, and the truth of, any of the representations and warranties set forth in Section 20(a) of the Reinstatement. If any change in any such representation is a material adverse change, Purchaser may at its sole option, cancel its exercise of the Option and not close its purchase of the Option Property; provided, however that in no event shall Purchaser be entitled to receive a refund of the Option Money.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

9. Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter) hereof, and there are no oral or parol agreements existing between Seller and Purchaser relative to the subject matter hereof which are not expressly set forth herein and covered hereby.

10. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

11. Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

12. Notice. Any notice required or permitted to be delivered hereunder shall be sent and deemed received in accordance with the notice provisions of the Purchase and Sale Contract.

13. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, witness fees and travel and lodging expenses, expended or incurred in connection therewith.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument.

17. Business Day. In the event that the date for taking any action under this Agreement (including, but not limited to, the giving of a notice of exercise) falls on a Saturday, Sunday or legal holiday, then such time period shall automatically be extended until 5:00 p.m. Eastern Time on the next regularly scheduled business day in Dunwoody, Georgia.

[Signatures appear on following page]

EXECUTED AND DELIVERED as of the Agreement Date.

SELLER: American Medicorp Development Co.

By: _____
Name: Nicholas L. Paul
Title: Vice President
Date: _____

Atlanta Healthcare Management, L.P.

**By: Atlanta Market GP, Inc.,
its general partner**

By: _____
Name: _____
Title: _____
Date: _____

PURCHASER: City of Dunwoody, Georgia

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A Option Property

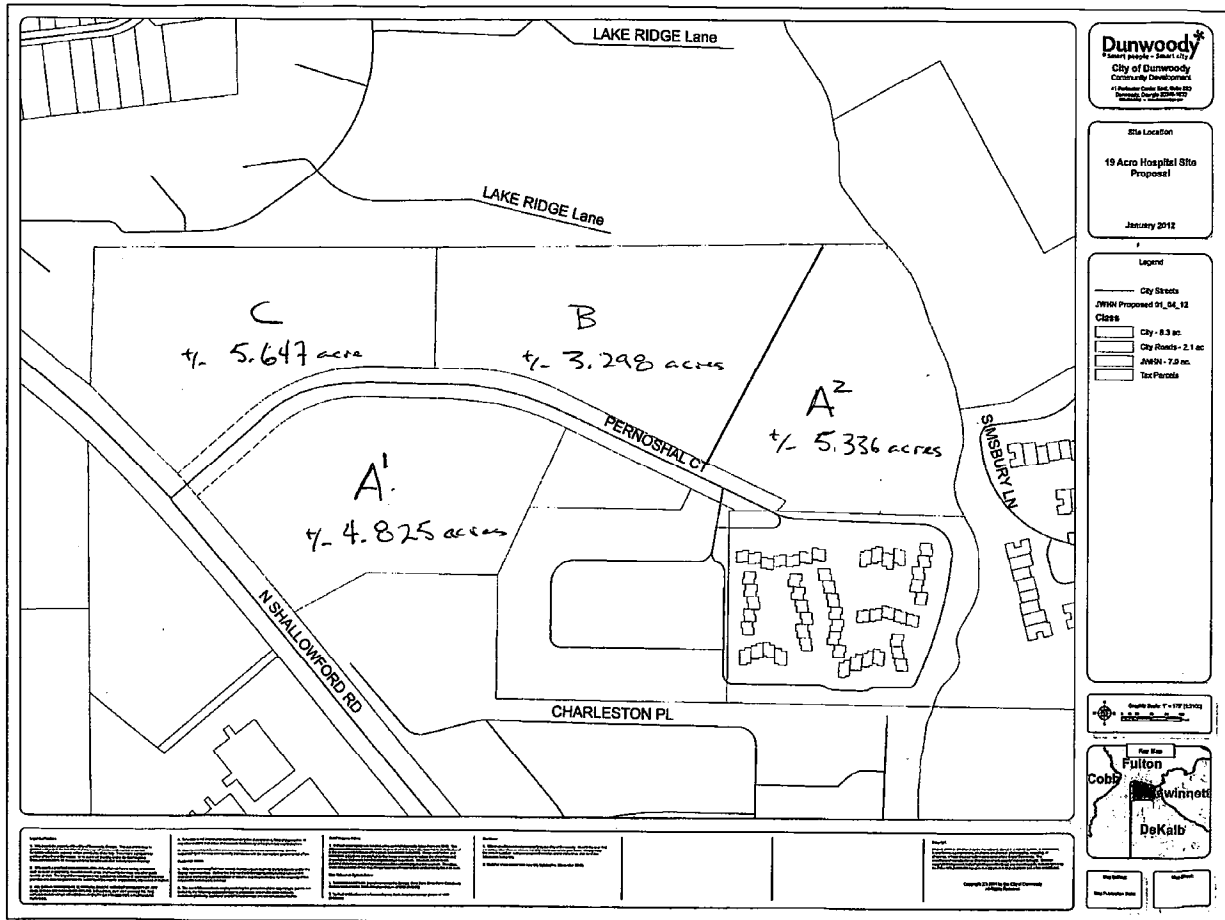


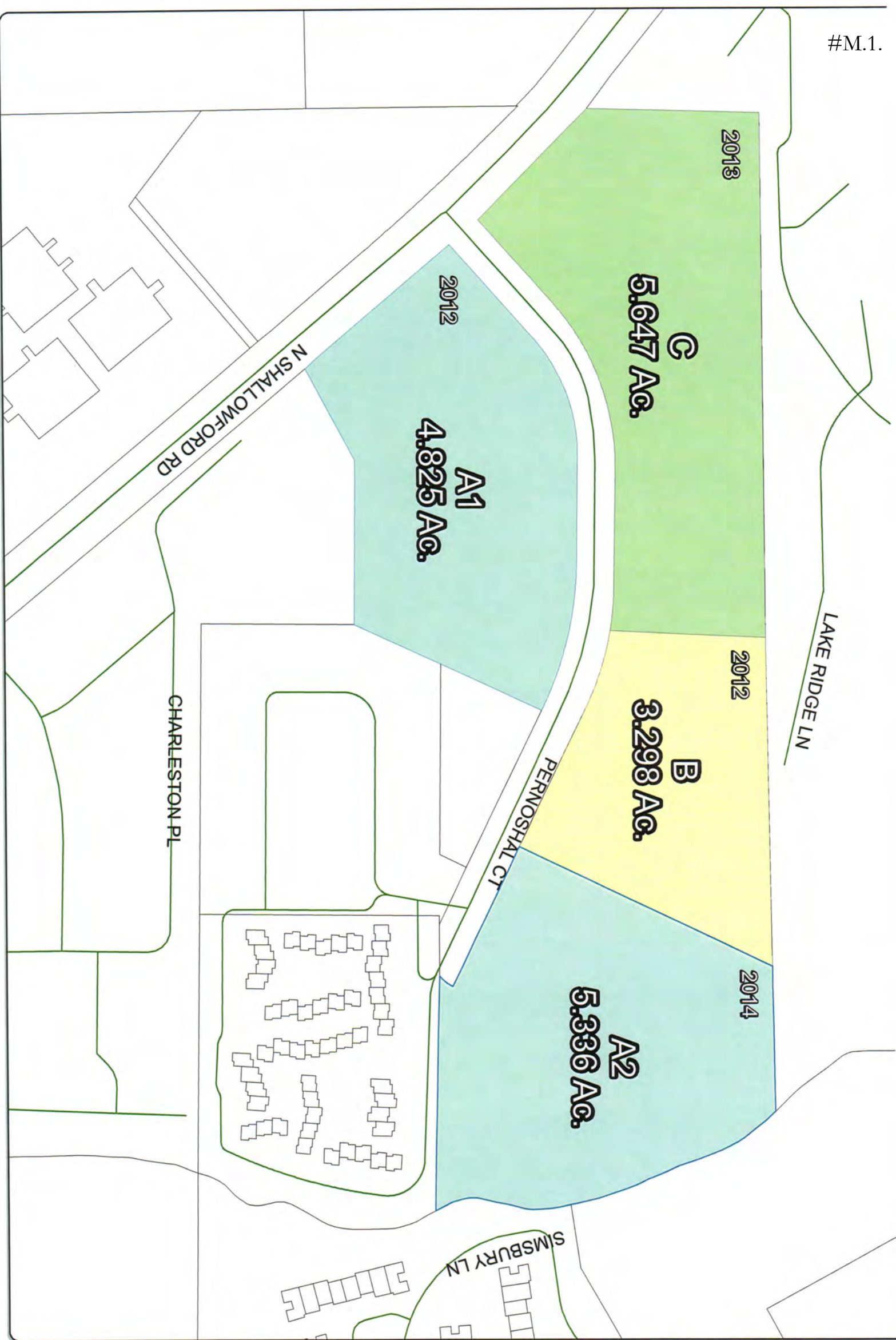
Exhibit B

Closing and Price Schedule

Closing Date	Parcel “C” Option Price
Before 7/1/2012	\$2,389,831.23
7/1/2012 – 7/31/2012	\$2,389,831.23
8/1/2012 – 8/31/2012	\$2,405,004.25
9/1/2012 – 9/30/2012	\$2,420,177.26
10/1/2012 – 10/31/2012	\$2,434,860.82
11/1/2012 – 11/30/2012	\$2,450,033.84
12/1/2012 – 12/31/2012	\$2,464,717.40
1/1/2013 – 1/31/2013	\$2,479,890.41
2/1/2013 – 2/28/2013	\$2,495,063.42
3/1/2013 – 3/31/2013	\$2,508,768.08
4/1/2013 – 4/30/2013	\$2,523,941.10
5/1/2013 – 5/31/2013	\$2,538,624.66
6/1/2013 – 6/30/2013	\$2,553,797.67
7/1/2013 – 7/31/2013	\$2,568,481.23

[continued on next page]

Closing Date	Parcel “A2” Option Price
Before 9/1/2013	\$565,861.43
9/1/2013 – 9/30/2013	\$565,861.43
10/1/2013 – 10/31/2013	\$569,326.83
11/1/2013 – 11/30/2013	\$572,907.74
12/1/2013 – 12/31/2013	\$576,373.14
1/1/2014 – 1/31/2014	\$579,954.06
2/1/2014 – 2/28/2014	\$583,534.97
3/1/2014 – 3/31/2014	\$586,769.34
4/1/2014 – 4/30/2014	\$590,350.26
5/1/2014 – 5/31/2014	\$593,815.66
6/1/2014 – 6/30/2014	\$597,396.57
7/1/2014 – 7/31/2014	\$600,861.97
8/1/2014 – 8/29/2014	\$604,327.38



Site Location
19 Acre Hospital Site
Proposal

February 2012

- Legend
- City Streets
 - Hospital Site**
 - A1 - 4.825 Ac.
 - A2 - 5.336 Ac.
 - B - 3.298 Ac.
 - C - 5.647 Ac.
 - Tax Parcels



TRACT 1
Tax Parcel 18 334 01 010

Being all that tract or parcel of land, lying and being in Land Lot 344, of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, commence at a 1"crimp top pipe found at the common corner of Land Lots 344, 345, 352 and 353 of the aforesaid District; thence, leaving the said point and running along the northern line of said Land Lot 344 and the property now or formerly owned by DeKalb–Lake Ridge, LLC, as described in a deed recorded among the Land Records of DeKalb County, Georgia in Deed Book 17650, Page 759, North 89° 50' 23" East, 838.08 feet to a 1/2" rebar found at the True Point of Beginning of the herein described tract or parcel of land;

thence, leaving said Point of Beginning and continuing along the aforesaid northern line of Land Lot 334, North 89° 06' 36" East, 500.68 feet; thence, leaving the northern line of Land Lot 334 and running along the property now or formerly owned by Atlanta Healthcare Management LTD, as described in a deed recorded among the aforesaid Land Records in Deed Book 10472, Page 798, South 25° 22' 55" West, 442.28 feet to the northerly Right of Way Line of Pernoshal Court (having a 60 feet wide right of way); thence, running along the said line of Pernoshal Court the following courses and distances: North 64° 07' 05" West, 212.70 feet; thence, 174.82 feet along the arc of a curve deflecting to the left, having a radius of 602.96 feet and a chord bearing and distance of North 72° 25' 27" West, 174.21 feet; thence, leaving the aforesaid line of Pernoshal Court and running along the property now or formerly owned by Atlanta Healthcare Management LTD, as described in a deed recorded among the aforesaid Land Records in Deed Book 10472, Page 798, North 10° 40' 06" East, 250.69 feet to a 1/2" rebar, and the Point of Beginning.

Containing 143,276 square feet or 3.2892 Acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

Link to Project Renaissance Information and Documents:

http://www.dunwoodyga.gov/Departments/community_development/projectrenaissance.aspx

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: 3/12/2012

Subject: **Discussion of Tilly Mill Road at North Peachtree Road Intersection Improvement Project**

ITEM DESCRIPTION

Transportation Short Term Work Program Briefing and Discussion of Tilly Mill Road at North Peachtree Road Intersection Improvement Project

BACKGROUND

In March 2011, Dunwoody adopted its first Comprehensive Transportation Plan (CTP) to guide policy decisions and prioritize future investments in the City's transportation system. The following list highlights a few of the projects from the CTP that have begun or been completed since its adoption:

1. Initiated the Concept Design for the Tilly Mill and North Peachtree Intersection Improvement project
2. Installed over 3.5 miles of bike lanes
3. Completed Dunwoody Village signal timing improvements
4. Constructed new sidewalks and installed new curb ramp retrofits to comply with the Americans with Disability Act (ADA)
5. Secured \$2,700,000 in state funding for signal timing and coordination improvements in and around the Perimeter Community Improvement District
6. Secured additional \$340,000 grant for Dunwoody Village Parkway, for a total of \$1.1 million in grant funding for the project, and submitted the project design to GDOT
7. Added \$12,000,000 for multi-modal improvements on Mount Vernon Road and \$1,000,000 for Intelligent Traffic System improvements to the regional project list for the Transportation Investment Act referendum which voters consider in July
8. Adopted a Complete Streets Policy
9. Secured critical 5-acre parcel for the Peachford Road extension project
10. Developed an implementation plan and 5-year work program for the entire CTP

In addition to these activities, in 2012, additional sidewalks and bike lanes will be constructed and design work will be completed for the Womack at Vermack and the Tilly Mill at North Peachtree intersection projects.

SHORT TERM WORK PROGRAM

Staff has developed a short term work program to guide project coordination and annual budget decisions. The initial work program was presented to the Council Budget committee as part of the Public Works' 2012 budget request. Two updated versions of the work

program are attached to this memo. The first version assumes that the Transportation Investment Act referendum is approved by the region's voters this summer. Passage of the referendum would result in approximately \$900,000 of sales tax revenue, set aside to fund transportation improvements in Dunwoody. The second version assumes that the referendum does not pass and sets the annual transportation funding level close to the amount budgeted for 2012.

TILLY MILL ROAD AT NORTH PEACHTREE INTERSECTION IMPROVEMENT PROJECT

In 2011, the City partnered with design consultant, Gresham, Smith and Partners to complete concept design for this project. Design work began on this project in late 2011 with traffic counts at all of the approaches to the intersection and a review of the accident history. Based on this information, four alternatives were studied in addition to the No Build alternative. A description of each alternative is included in the attached presentation. The following table presents the ranking of each alternative for the listed criteria:

Criteria	Separate Roundabouts	Combined Roundabout	Roundabout at Tilly Mill	Traditional Turn Lanes
Design Year LOS	4 th	2 nd	3 rd	1 st
Cost	1 st	4 th	3 rd	2 nd
Displacements	1 st	4 th	3 rd	1 st
Required ROW/Easements	1 st	4 th	3 rd	2 nd
Operational Issues	4 th	2 nd	3 rd	1 st

Based on the high ranking across all of the criteria, the traditional turn lane alternative was presented at a public open house held on January 19, 2012. The written comments submitted by the public provided a wide variety of feedback and suggestions. Positive comments generally referenced the addition of a signal at Peeler and the sidewalks and bicycle lanes. Common concerns raised included the traffic generated by the college, impacts to adjacent property owners, bicycle lanes and the coordination of the new signals.

NEXT STEPS

For major transportation projects, the next step after completing the concept design is to complete final design followed by right of way acquisition and construction. The final design phase will include field surveys and detailed construction drawings for the improvement. The FY 2012 Budget includes funding for this work. Later this spring, staff plans to advertise a Request for Proposals for final design to be completed in 2012.

The preliminary construction cost estimate is \$1.6 million. Funding for right of way and construction is anticipated to be considered as part of the 2013 budget process.

Public Works Capital Project Plan FY 2012-2017

With Transportation Investment Act Funding

Project	2012	Funding 2013	2014	2015	2016	2017	Notes
<u>Roads</u>							
Annual Road Resurfacing	\$ 2,300,000	\$ 2,300,000	\$ 2,380,000	\$ 2,350,000	\$ 2,300,000	\$ 2,300,000	Assumes additional \$200,000 from GDOT LMIG program
New Sidewalk	\$ 1,050,000	\$ 300,000	\$ 200,000	\$ 200,000	\$ 300,000	\$ 200,000	
Dunwoody Village TE Project							
Tilly Mill at North Peachtree	\$ 75,000	\$ 800,000	\$ 800,000				
Bike Route Designation			\$ 120,000				
Mt. Vernon at Vermack							
Dunwoody Village Traffic Study				\$ 150,000			
Womack at Vermack	\$ 100,000	\$900,000					
Mt. Vernon at Tilly Mill			\$ 50,000	\$ 100,000			
Chamblee Dunwoody @ Peeler		\$ 200,000	\$ 400,000	\$ 1,000,000			
Chamblee Dunwoody @ Spalding		\$ 100,000	\$ 650,000				
Peachford Road Extension	\$ 100,000						
Mount Vernon @ Chamblee Dunwoody				\$ 200,000	\$ 1,000,000		
Chamblee Dunwoody Multi-modal Imp. Georgetown					\$ 200,000	\$ 2,100,000	
Chamblee Dunwoody Multi-modal Imp. DVP					\$ 200,000		
Georgetown Multi-Use Path				\$ 600,000			
Mount Vernon Multimodal Imp.						\$ 12,000,000	Not Included in Local Funding Total

ATMS \$ 1,000,000

Not Included in Local Funding
Total

Local Transportation Funding \$ 3,625,000 \$ 4,600,000 \$ 4,600,000 \$ 4,600,000 \$ 4,000,000 \$ 4,600,000

Public Works Capital Project Plan FY 2012-2017

Without Transportation Act Funding

Project	2012	Funding 2013	2014	2015	2016	2017	Notes
<u>Roads</u>							
Annual Road Resurfacing	\$ 2,350,000	\$ 2,300,000	\$ 2,250,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	Assumes additional \$200,000 from GDOT LMIG program
New Sidewalk	\$ 1,050,000	\$ 200,000	\$ 100,000	\$ 200,000	\$ 125,000	\$ 200,000	
Dunwoody Village TE Project							
Tilly Mill at North Peachtree	\$ 75,000	\$ 800,000	\$ 800,000				
Bike Routes				\$ 25,000	\$ 25,000		
Mt. Vernon at Vermack			\$ 50,000	\$ 450,000			
Dunwoody Village Traffic Study				\$ 150,000			
Womack at Vermack	\$ 100,000	\$400,000	\$ 500,000				
Mt. Vernon at Tilly Mill				\$ 75,000	\$ 275,000		
ATMS				\$ 300,000	\$ 300,000		
Chamblee Dunwoody @ Peeler				\$ 200,000	\$ 375,000	\$ 1,000,000	
Chamblee Dunwoody @ Spalding					\$ 100,000	\$ 200,000	
Peachford Road Extension	\$ 100,000						
Mount Vernon @ Chamblee Dunwoody					\$ 200,000		
Chamblee Dunwoody Road Multi-Modal Imp.							
Chamblee Dunwoody Road Multi-Modal Imp.							
Georgetown Multi-Use Path							
Transportation Total	\$ 3,675,000	\$ 3,700,000	\$ 3,700,000	\$ 3,700,000	\$ 3,700,000	\$ 3,700,000	

Tilly Mill Road at North Peachtree Road

March 12, 2012

-51-



Gresham, Smith and Partners

- Jay Bockisch, P.E., PTOE
- Jody Braswell, P.E.



-52-

Presentation Agenda

- Alternatives Considered
- Recommended Improvements
- Public Comments
- Other Considerations
- Traffic Simulation
- Next Steps

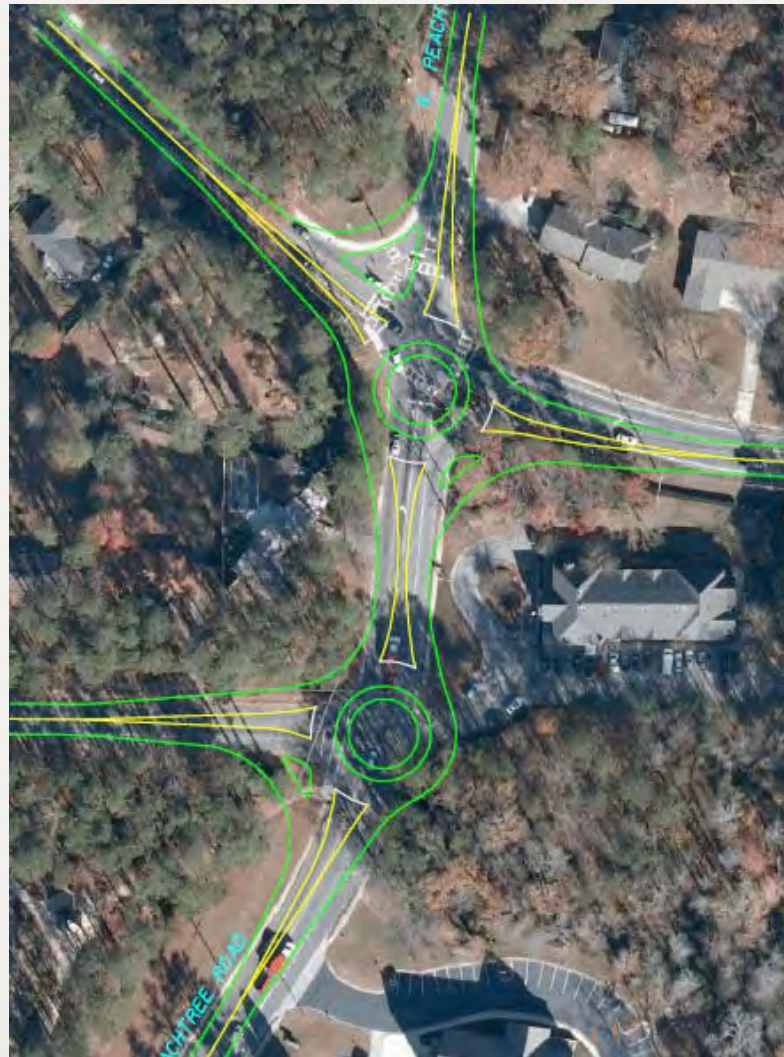
Alternatives Considered

- Three Roundabout Alternatives
 - Multiple roundabouts
 - Combined roundabout – 5 legs
 - Roundabout at Tilly Mill only
- One Traditional Intersection Alternative
 - Turn lane improvements
 - Peeler considerations

Multiple Roundabouts

- Closely spaced intersections
- Single lane due to spacing

Criteria	
Design Year LOS	F/C
Cost	\$1,200,000
Displacements	0
Required ROW/Easements	0.5 acres
Operational Issues	Queue spillback between intersections



Combined Roundabout

- 1 combined intersection
- 5 legs
- Multi-lane roundabout

Criteria

-56-

Criteria	
Design Year LOS	D
Cost	\$3,700,000
Displacements	4
Required ROW/Easements	1.5 acres
Operational Issues	Driver expectancy - requires multi lanes



Roundabout at Tilly Mill Only

- Roundabout at Tilly Mill
- Multi-lane roundabout
- Peeler stop sign controlled

Criteria	
-57- Design Year LOS	D/F
Cost	\$2,300,000
Displacements	1
Required ROW/Easements	1.0 acres
Operational Issues	Driver expectancy - requires multi lanes



Alternatives Considered

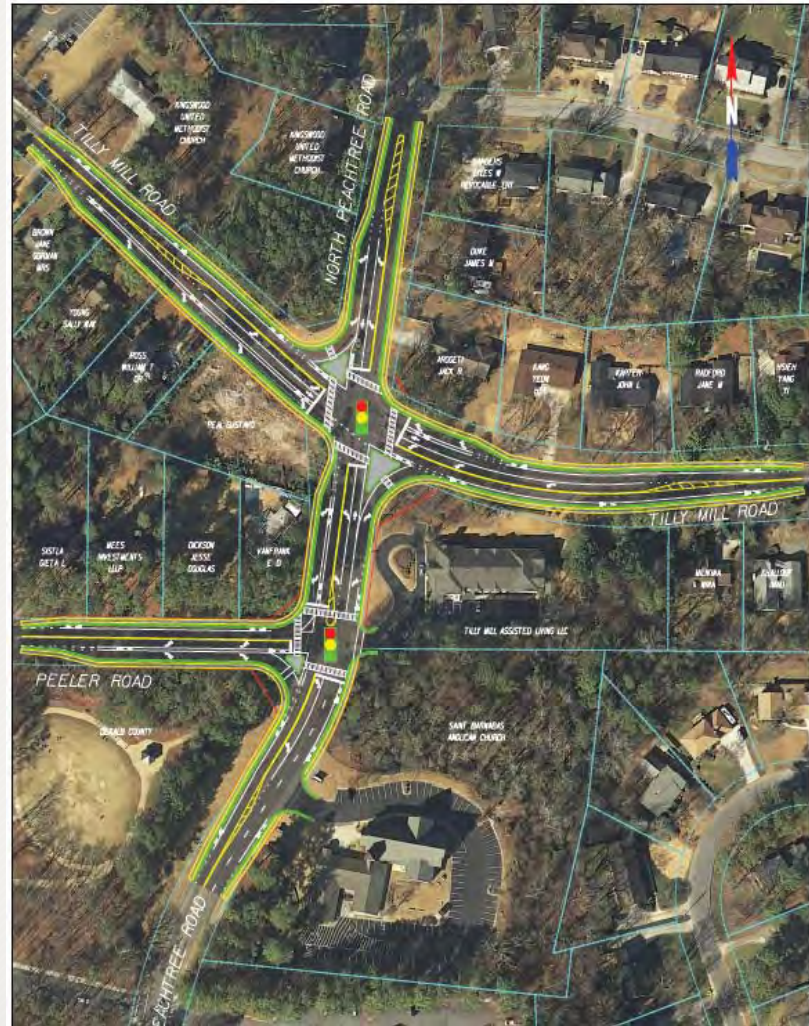
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Required ROW/Easements	1 st	4 th	3 rd	2 nd
Operational Issues	4 th	2 nd	3 rd	1 st



Recommended Alternative

Recommended Improvements


- Left and Right turn lanes at each approach
- Sidewalks
- Pedestrian crossings
- Continuous bike lanes
- Peach Roads Silver rated sustainable project
- Multiple traffic control options at Peeler Rd



Public Comments from PIOH

- 35 Provided Comments
 - 19 Support / Conditionally Support
 - 9 Uncommitted
 - 7 Oppose
- Comments/Concerns:
- “Outside” traffic (college, other Cities)
 - Coordinated signals
 - Adequate turn lane lengths

-61-



41 Peachtree Center East, Suite 200
Dunwoody, Georgia 30346
P (678) 342-6700 F (678) 342-6701
dunwoodyga.gov

CITY OF DUNWOODY
DEPARTMENT OF PUBLIC WORKS

Intersection of North Peachtree Road and Tilly Mill Road
Safety and Operational Improvements

Public Information Open House
January 19, 2012

BACKGROUND: The purpose of this project is to provide safety and operational improvements to the intersection of Tilly Mill Road with North Peachtree Road and the intersection of Peeler Road with North Peachtree Road through the addition of turning lanes, bicycle lanes, sidewalk, and traffic signals.

PROJECT LIMITS: The project limits extend along Tilly Mill Road 560 ft. west from the North Peachtree Road intersection at Kingswood United Methodist Church to 600 ft. east of the intersection. The limits of the project span along North Peachtree Road 360 ft. south of the Peeler Road intersection at Saint Barnabas Anglican Church to 400 ft. north of the Tilly Mill Road intersection. The project limits along Peeler Road begin 400 ft. west of the intersection with North Peachtree Road and end at the intersection.

PROJECT LENGTH: The length of this project is 0.22 miles along Tilly Mill Road, 0.20 miles along North Peachtree Road, and 0.08 miles along Peeler Road.

PROJECT SCOPE: The project consists of improving both intersections with adding and lengthening left and right turning lanes on all approaches. Bicycle lanes (except on the North leg of North Peachtree Road) and sidewalks will also be added on both sides of each roadway. A traffic signal will be placed at the intersection of North Peachtree Road and Peeler Road in addition to the existing traffic signal at the intersection of Tilly Mill Road and North Peachtree Road.

PROJECT SCHEDULE: Right-of-Way: Fall 2012
Construction: Summer 2013
Open to Traffic: Fall 2014

Other Considerations

- Comparison to Dunwoody Club Drive
- Traffic Control at Peeler Road



Issue #1: Comparison to Dunwoody Club

- Distance
- Traffic Volumes
- Turn Lanes & Capacity
- Traffic Signal Operations



Comparison to Dunwoody Club

Criteria	Dunwoody Club Area	North Peachtree / Tilly Mill
Distance	Lower – 165'	Greater – 320'
Traffic Volumes	Greater – 54,700 ADT	Lower – 47,300 ADT
Turn Lanes & Capacity	Lower	Greater
Traffic Signal Operations	Complex – 5 Legs	Simpler – 2 Coordinated Intersections

Issue #2: Comparison of Traffic Control Options at Peeler Rd

Criteria	Stop Sign (Existing Condition)	Prohibited Lefts	Signalized Lefts
Traffic Diversions	Small decrease of traffic from Peeler due to delay	Significant diversions of lefts – no good alternative route	Minimal increase of traffic to Peeler
Enforcement	Self-Enforcing	Significant Enforcement Required	Self-Enforcing
-65- Design Year Peak Hour Level of Service on Peeler	F	A	C
Safety	Less safe due to minimal gaps in mainline traffic	Very safe except for violators	Safer for Peeler – Potential for small increase in crashes along N Peachtree

Traffic Simulation

#M.3.

-99-



Presentation Agenda

- Next Steps
 - Complete Concept
 - Begin Final Design

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: 3/12/12

Subject: **Discussion of Sidewalk Design Contract**

ITEM DESCRIPTION

Discussion of contract for design of the 2012 sidewalk projects.

BACKGROUND

At its January work session, the Mayor and Council approved the following sidewalk project list for construction in 2012:

Street	From	To
Barclay Road	North Peachtree Road	Peachford Road
Dunwoody Club Drive	Ball Mill Drive	Dunwoody Club Way
Happy Hollow Road	Winwood Court	Existing Sidewalk
Meadowlake Drive	Trumbull Drive	Mount Vernon Road
Mount Vernon Road	West City Limit	Ashford Dunwoody Road
Old Spring House Lane	Gap at Chamblee Dunwoody	
Renfro Lake Drive	Gap at Tilly Mill Road	
Roberts Drive	North City Limit	Aurora Court
Valley View Road	Existing Sidewalk	Ashford Club Drive
Vermack Road	Mount Vernon Road	Vanderlyn Drive
Winters Chapel	Gap at Winter Rose Court (Coordinated with Gwinnett County)	
Womack Road	Chamblee Dunwoody Road	Vernon Springs Drive
Womack Road	Oakhurst Walk	Lakeland Woods

In February City staff issued a Request for Proposals (RFP 12-02) to provide design and land surveying for all of these projects except the Mount Vernon Road and Winters Chapel segments. The Mount Vernon design is included in the design already underway for the adjacent bike lane project. The Winters Chapel segment is being coordinated for installation by Gwinnett County.

Eleven proposals were received and reviewed by staff from Public Works and Community Development. Based on evaluation factors including project understanding, scope, schedule, experience and costs, The LPA Group Incorporated was identified as the highest ranked firm for this project. A summary of the proposals and evaluation results is attached.

FUNDING

LPA's cost proposal for this project is \$65,000 for design. Staff recommends an additional allowance of \$50,000 for land surveying. The design and survey costs will be funded from the \$1,050,000 included for sidewalk construction in the 2012 capital budget.

The exact cost of the surveying will be determined once a preliminary plan is developed using City GIS data and a field plan review is completed to determine which areas of the project require surveying. This approach will save the time and cost that would have been involved in unnecessarily requiring land surveying for the full length of the project.

RECOMMENDED ACTION

Staff respectfully requests that Council: (1) award Purchasing Contract 12-02 to The LPA Group Incorporated; (2) authorize staff to provide funding for the contracts; and (3) authorize the City Manager to execute the necessary documents following satisfactory review by legal counsel.

2012 Sidewalk Design Proposal Evaluations

Firm	Individual Ratings				Cost
	CC	MS	RK	Total	
The LPA Group Incorporated	88	85	84	257	65,000
American Engineers, Inc.	89	82	86	257	155,000
Southeastern Engineering, Inc.	88	81	86	255	109,500
Development Planning & Engineering Inc.	89	78	85	252	163,908
Stantec Consulting Services, Inc.	88	74	69	231	128,721
Ross Consulting Engineers, P.C.	81	76	68	225	36,000
Gaskins	81	75	67	223	72,000
Stevenson & Palmer Engineering, Inc.	81	72	69	222	62,260
Heath & Lineback Engineers Incorporated	81	62	75	218	170,460
LBYD, Inc.	81	71	60	212	64,450
Planners and Engineers Collaborative	82	57	23	162	90,000

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: 3/12/12

Subject: **Discussion of 2011 Capital Paving Contract Amendment**

ITEM DESCRIPTION

Discussion of 2011 Capital Paving Contract amendment.

BACKGROUND

In July 2011, the Mayor and Council approved a unit price contract with Allied Paving for \$1,429,919 to resurface the roads listed in Attachment "A". These streets were completed at a cost of \$1,494,705 based on actual quantities. Council also approved adding the supplemental streets listed in Attachment "B" provided that they could be completed within the available funding. Based on the contract unit prices, the additional cost for these streets was \$225,569. Finally, \$53,050 was added to the contract and reimbursed by DeKalb County to continue the paving on Tilly Mill from the City Limit to Peachtree Industrial Boulevard. As a result the total final contract amount is \$1,773,324.39.

FUNDING

The total contract cost is within the \$1,994,000 budgeted for paving in 2011.

RECOMMENDATION

Staff respectfully requests Council's approval of the contract modification from \$1,429,919 to \$1,773,324.39.

ATTACHMENT "A"

5-YEAR CAPITAL PAVING PLAN

Street	From	To	Length (feet)	Estimated Cost	Cumulative by Year
2011					
MEADOW LANE RD	ASBURY SQUARE N	WALMART CTR	1500	\$ 131,000	\$ 131,000
N SHALLOWFORD RD	COTILLION DR	PEELER RD	4524	\$ 344,000	\$ 475,000
N. PEACHTREE RD.	BROOKHURST DR	BARCLAY RD	2550	\$ 139,000	\$ 614,000
PEACHFORD DR	N SHALLOWFORD RD	DUNBAR DR	2278	\$ 114,000	\$ 728,000
PEELER RD	CHAMBLEE DUNWOODY	ADAMS RD	3175	\$ 153,000	\$ 881,000
PERIMETER CENTER N	MEADOW LANE RD	ASHFORD DUNWOODY	789	\$ 66,000	\$ 947,000
ROBERTS DR	CHAMBLEE DUNWOODY	NORTH CITY LIMITS	6480	\$ 349,000	\$ 1,296,000
TILLY MILL RD	STONINGTON RD	PEELER RD	4130	\$ 210,000	\$ 1,506,000
FLEUR DE LIS CT	FONTAINEBLEAU DR	END	1076	\$ 44,000	\$ 1,550,000
HENSLEY DR	VANDERLYN DR	TRUMBULL DR	1752	\$ 64,000	\$ 1,614,000
HOLLISTON CT	HOLLISTON RD	END	200	\$ 12,000	\$ 1,626,000
MANHASSET FARM CT	EAST END	WEST END	642	\$ 28,000	\$ 1,654,000
TROWBRIDGE DR	BALL MILL DR	VERNON LAKE DR	2534	\$ 92,000	\$ 1,746,000
RALSTON CT	WHITMERE WAY	END	247	\$ 18,000	\$ 1,764,000
STRASBURG CT	LURAY DR	END	402	\$ 19,000	\$ 1,783,000
CHATEAU CT	CHATEAU DR	END	237	\$ 14,000	\$ 1,797,000
Contingency				10%	\$ 203,000
					\$ 2,000,000

Attachment “B” 2011 Supplemental Streets

Street	From	To	Programmed Year
N PEACHTREE CT	N PEACHTREE RD	END	2012
EIDSON RD	ANDOVER DRIVE	END	2012
KINGSLAND CT	HAPPY HOLLOW RD	END	2012
BENTBROOK DR	LAKESIDE DR	BENTBROOK CT	2012
BENTBROOK CT	BENTBROOK DR	END	2012
KINGS DOWN WAY	N SPRINGS DR	KINGS DOWN CI	2013
DURRETT CT	DURRETT DR	END	2013
DURRETT WAY	WOODSONG DR	DURRETT DR	2013
FOXCREEK CT	KINGSGLEN CT	END	2013
CHRISTOPHER CT	FONTAINEBLEU DR	END	2013

MEMORANDUM

To: Mayor and City Council

From: Carl Carver, PE, Stormwater Manager

Date: 3/12/2012

Subject: **Discussion of 2941 Ridglock Court – Stormwater Control Pond**

ITEM DESCRIPTION

Discussion of construction contract for a stormwater control pond at 2941 Ridglock Court

BACKGROUND

This project is necessary due to the excessive amount of erosion caused by stormwater runoff from upstream properties. The erosion has undermined several large trees and has been determined to be a hazard to public safety. The Public Works Department secured environmental and civil engineering consultants to prepare a design for the control and release of stormwater runoff. The environmental consultant assisted the City in obtaining the required State EPD Stream Buffer Variances. The Public Works Department also submitted for a federal grant in 2010, which was subsequently denied. After the grant was denied, we re-evaluated the scope of the project to reduce cost and minimize land disturbance. A City of Dunwoody Land disturbance Permit was issued on March 1, 2012. We have attached pictures of the site for your review.

An Invitation to Bid (ITB-12-30 for Construction) was issued on January 13, 2012. We received a total of 10 bids on February 13, 2012. A copy of the bid list is attached. The apparent low bidder Quantum-Mac International, Inc. was disqualified due to not meeting the minimum requirements of the Invitation to Bid.

FUNDING

This project has been budgeted within the Stormwater Utility Fund.

RECOMMENDED ACTION

Staff respectfully requests that Council:

- (1) Approve Blount Construction Company, Inc. for the amount of \$127,400.00.
- (2) We also recommend the approval of a 10% contingency equal to \$12,740.00 for unforeseen conditions during construction
- (3) Total Amount requested for approval by City Council is \$140,140.00

Proposal Evaluation for ITB 12-30 Ridglock Court				
Contractor	LS Price	Add	Total Price	
		Alternate		
Quantum-Mac	\$ 96,696.71	\$ 2,479.40	\$99,176.11	*
Blount	\$ 127,400.00	\$ -	\$127,400.00	
Civil Works, Inc	\$ 128,928.00	\$ 12,000.00	\$140,928.00	
Gorman Constructio	\$ 142,398.00	\$ 2,000.00	\$144,398.00	
Gary's Grading & P	\$ 149,201.40	\$ 5,000.00	\$154,201.40	
Site Engineering	\$ 157,280.00	\$ 2,000.00	\$159,280.00	
Summit Constructio	\$ 173,730.00	\$ 12,202.57	\$185,932.57	
Southern Premier	\$ 179,124.86	\$ 4,012.00	\$183,136.86	
Kemi Construction	\$ 213,800.00	\$ 10,000.00	\$223,800.00	
Grizzle Grading	\$ 224,549.00	\$ 12,400.00	\$236,949.00	
* Bidder did not meet minimum requirements specified in the bid				
Rating 1 to 10 (10 being the highest)				

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[illegible]

-83-

04.09.2009

#M.6

-85-

04.09.2006

#M.6

-87-

04.09.2006

#M.6



-89-

04.09.2006

#M.6.



MEMORANDUM

To: Mayor and City Council

From: Steve Dush, AICP

Date: March 12, 2012

Subject Changing the Name of the Street that Bisects Harris Circle

The City of Dunwoody Public Works Department has requested a name change for the alley that bisects Harris Circle. Changing the name of the street will ameliorate potential confusion and improve clarity from a public safety standpoint.

In officially renaming this public street, staff has followed the procedure outlined in Chapter 26, Section 1 of City Code. This action before you this evening is to be undertaken in conjunction with a Public Hearing. The item was discussed at the February 14 Planning Commission Meeting, and they voted 6-0 in favor of assigning a name to the street. While there was some opposition from the public regarding the proposed name, the consensus was that the street needed to be named. Members of the public owning property along the alley planned to meet prior to this meeting to come to an agreement.

See the attached map that highlights proposed changes. Staff recommends using the name the adjoining neighbors agree upon.



Proposed Name Change

Site Location

February 2012

Legend

- Stree Centerlines
- Proposed Name Change
- Tax Parcels



Scale: 1" = 200'
(1:2400)

Map Notes:

#M.7.

MEMORANDUM

To: Mayor and City Council

From: Steve Dush

Date: 3/12/2012

Subject: **Discussion of Art Festival Special Event Signage Request**

ITEM DESCRIPTION

Dunwoody Art Festival has made application to the City to hold their event on May 12-13 in Dunwoody Village. The event producer has submitted a request for additional signage for the event as detailed in the attached site map.

BACKGROUND

The applicant proposes to erect a total of 136 signs, 96 of which are not permitted by right pursuant to the sign ordinance. Of those 96 signs, all but three comply with the Administrative Guidelines. The attached map identifies two shapes—a circle representing a standard informational sign and a square representing a banner. The attached map also identifies three different colors: green identifies the signs that are allowable by right—they are shown for reference purposes, hence, they are not a part of the applicant's additional sign request.

The signs that are identified in yellow are suggested to be approved per the administrative guidelines, but are beyond what is allowed by right in terms of volume. In order to permit the signs identified on the attached map in yellow, a vote will be required to approve the additional 93 yellow signs.

Signs identified in red are not permitted by right and are not in accordance with the administrative guidelines. Those signs in red are identified as such because they are proposed to be located in the City of Dunwoody Right of Way. There are no provisions in the Sign Ordinance or Administrative Guidelines that permit signs in the right of way. If Mayor and City Council would like to approve the additional three signs, a vote for the additional three red signs will also be required.

The attached spreadsheet relates to the colors identified on the map. The address, business, quantity, size, and duration of each sign are noted on the spreadsheet. Based on the Mayor and City Council's preference, all 93 of the signs in accordance with the administrative guidelines, as well as any of the additional three would need to be approved. The applicant is seeking approval for all 96 yellow and red signs.

RECOMMENDED ACTION

#M.8.



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Given the scale of this festival and many activities, staff recommends approving additional signage pursuant to the attached City guidelines to allow for the orderly flow of event attendees and activities. Staff's recommendation also supports the three signs identified in red because the issues associated with signage in the right-of-way are not present as the road is closed



City of Dunwoody

Administrative Guidelines

SPECIAL EVENT SIGNAGE AND ADVERTISING

I. Purpose

Pursuant to Section 26-275 of the City of Dunwoody Code of Ordinances, the purpose of these administrative guidelines is to establish maximums for additional special event signage and advertising that may not be in compliance with existing ordinances for banners and vendors. These guidelines have been designed, in awareness and appreciation for the City of Dunwoody's Sign Ordinance and Overlay District Regulations, to be used as a standard by which the City Council may make recommendations and allowances for additional signage that shall become conditions of an applicant's special event permit.

II. Scope

The scope of these Administrative Guidelines covers all special events, meeting the definition herein, that have made application to the City.

III. Definitions

When used in these administrative guidelines, the following words, terms and phrases, and their derivations, shall be the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

A. BANNER means a sign other than a flag with or without characters, letters, illustrations or ornamentation applied to cloth, paper, or fabric that is intended to be hung either with a frame or without a frame. Banners shall not exceed 30 square feet in size.

B. SPECIAL EVENT means any organized for-profit or nonprofit activity having as its purpose entertainment, recreation and/or education which takes place on public property or on private property, but requires special public services within the municipal boundaries of the City of Dunwoody.

C. STANDARD INFORMATIONAL SIGN means a sign with a sign face made for short term use, containing no reflecting elements, flags, or projections and which is mounted on a post, stake, or metal frame with a thickness or diameter not greater than 3½ inches. Standard Informational Signs shall not exceed 6 square feet in size.

D. VENDOR means any person or persons or entity who engages in the sale to the public of any food or food products, goods, services, or merchandise of whatever nature from any



City of Dunwoody Administrative Guidelines

location, either mobile or stationary, on a temporary itinerant basis on any public street, sidewalk, or right-of-way as an authorized participant of the special event.

IV. Maximum for Additional Signage

In addition to those signs already permitted by the Sign Ordinance, the following table establishes maximum numbers of banners and standard informational signage allowed for special events based upon the acreage of the parcel on which the event is occurring:

Acres	Banners	Standard Informational Signs
0.00 - 1.00	1 + 1 per vendor	10
1.01 - 2.50	2 + 1 per vendor	20
2.51 - 5.00	4 + 1 per vendor	35
5.01 - 10.00	6 + 1 per vendor	60
10.01 or larger	10 + 1 per vendor	100

V. Responsibility

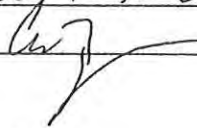
A. Director of Community Development

The Director of Community Development shall have the following duties and powers in regards to the Administrative Guidelines for Special Event Signage and Advertising:

1. Work with all applicants for Special Events that petition for signage and advertising that exceeds that which is allowed by existing ordinances for banners and vendors.
2. Work with the City Clerk to bring each application for additional signage and advertising in front of the City Council at their earliest regularly scheduled meeting.

Special Event Sign Permit Application

2012-4908

Special Event	Event Name: DUNWOODY ART FESTIVAL				
	Contact Name: CINDY FLYNN				
	Contact Address: 17 N PEACHTREE ST, NORCROSS, GA 30071				
	Phone: 678-427-6450		Email: SPLASHFESTIVALS@GMAIL.COM		
Sign Description	Location Address	Start/End	Material	Size (sf)	Quantity
	SEE ATTACHED SCHEDULE				
Use additional sheets for sign descriptions as necessary				Total	
Property Owner/Agents' permission to install and maintain signs? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Sign Contractor	Will contractor install sign? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Occupational Tax Certificate #: 2512		
	Company Name: SIGNS NOW PERIMETER				
	Contact Name: RICHARD SCARPA				
	Address: 6095 BARKFIELD ROAD, SUITE 120, ATLANTA, GA 30328				
	Phone: 770-352-0805	Fax: 770-352-0807	Email: INFO@SIGNSNOWPERIMETERNDLTH.COM		
Signature	I hereby certify that all information provided herein is true and correct and I acknowledge compliance with all requirements of the City of Dunwoody Zoning and Sign Ordinance and/or the provisions regarding Special Events. If any information is found to be false or misrepresented, the permit will be deemed invalid. I agree to indemnify and hold the city harmless from all damages, demands or expenses of every character which may in any manner be caused by the sign or sign structure.				
	Applicant's Name: CINDY FLYNN				
	Applicant's Signature: 				Date: 1-17-12



Saturday, May 8
10am–7pm

Sunday, May 9
12:30 – 6pm

Chamblee–Dunwoody Road
Dunwoody Village

Free Admission

ADVERTISING BANNER



Saturday, May 8 • 10am–7pm
Sunday, May 9 • 12:30 – 6pm

NOTICE

Chamblee–Dunwoody Road
between Mt Vernon and
Dunwoody Village Parkway
will be CLOSED

Friday, May 7 at 11pm
until

Sunday, May 9 at 10pm

Please visit

www.DunwoodyArtFestival.com

For complete details and map

INFORMATION BANNER

Dunwoody Art Festival Temporary Directional Signs for Permit Application January 17, 2012

ALL SIGNS ARE COROPLAST AND 18x24" unless otherwise indicated.

Address	Business	QTY	SIZE	DURATION
1445 Mt. Vernon Road	Dunwoody Baptist Church	1	18x24"	5/11 - 5/13
4931 Ashford Dunwoody Rd.	Storage Unlimited	1	18x24"	5/11 - 5/13
200 Ashford Ctr. North	200 Ashford Ctr.(Transwestern)	2	18x24"	5/11 - 5/13
100-346 Ashford Circle	Ashford Condos	1	18x24"	5/11 - 5/13
Dunwoody Vlg. Way/C/D Rd	Ashworth Condos	2	18x24"	5/11 - 5/13
5375 Chamblee Dunwoody Rd.	AT&T	1	18x24"	5/11 - 5/13
5123 Chamblee Dunwoody Rd	Atlanta North School	1	18x24"	5/11 - 5/13
5067 Chamblee Dunwoody Rd.	Calvary Assembly of God	1	18x24"	5/11 - 5/13
1405 Womack	AT&T	1	18x24"	5/11 - 5/13
5455 Chanblee Dunwoody Rd.	Farmhouse	1	18x24"	5/11 - 5/13
1725 Mt. Vernon Rd.	RBC Bank	1	18x24"	5/11 - 5/13
1636 Mt. Vernon Rd.	BB&T Bank	1	18x24"	5/11 - 5/13
1660 Mt. Vernon Rd.	Wells Fargo Bank	1	18x24"	5/11 - 5/13
1720 Mt. Vernon Rd.	Dunwoody Atlanta Printing	1	18x24"	5/11 - 5/13
1730 Mt. Vernon Rd.	Ackerman - Frank Farrell	1	18x24"	5/11 - 5/13
1742 Mt. Vernon Rd.	Chris Dunden	1	18x24"	5/11 - 5/13
1530-1536 Dunwoody Vlg. Pkwy	Dunwoody Village Ct.	2	18x24"	5/11 - 5/13
1400-1420 Dunwoody Vlg. Pkwy	Dunwoody Village Plaza	3	18x24"	5/11 - 5/13
1449 Dunwoody Vlg. Pkwy	Signature Bank	1	18x24"	5/11 - 5/13
1333 Dunwoody Vlg. Pkwy	Goodyear	1	18x24"	5/11 - 5/13
1300 Dunwoody Vlg. Pkwy	RBC Bank	1	18x24"	5/11 - 5/13
5575 Chamblee Dunwoody Rd.	Mellow Mushroom	1	18x24"	5/11 - 5/13
5550 Chamblee Dunwoody Rd.	Publix	2	18x24"	5/11 - 5/13
5321 Fairfield(on C/D Rd. and Roberts	Fairfield Subdivision	2	18x24"	5/11 - 5/13
5544 Dunwoody Vlg. Pkwy	Drycleaners	1	18x24"	5/11 - 5/13

5506 Chamblee Dunwoody Rd.	Bank of North Ga	1	18x24"	5/11 - 5/13
5482-5510 Chamblee Dunwoody	Shops of Dunwoody	3	24x30"	5/11 - 5/13
5571 Chamblee Dunwoody Rd.	Ironstone Bank	21	18x24"	5/11 - 5/13
Along Primrose Rd.	Drive from Nandina to SOD	16	18x24"	5/11 - 5/13
5450 Chamblee Dunwoody Rd.	Veterinary Clinic	2	18x24"	5/11 - 5/13
Dunwoody Village Shopping Center		1	18x24"	5/11 - 5/13
Dunwoody Village Shopping Center		1	2x3 banner	5/11 - 5/13
Dunwoody Village Shopping Center		45	18x24	5/11 - 5/13
Dunwoody Village Shopping Center	(Kidz Zone)	1	2x3 banner	5/11 - 5/13
Dunwoody Village Shopping Center	(Crier)	1	3x8 banner	5/11 - 5/13
On Chamblee Dunwoody Road	City of Dunwoody	2	30x40"	5/11 - 5/13
On Chamblee Dunwoody Road	City of Dunwoody	1	2 x 3 banner	5/11 - 5/13

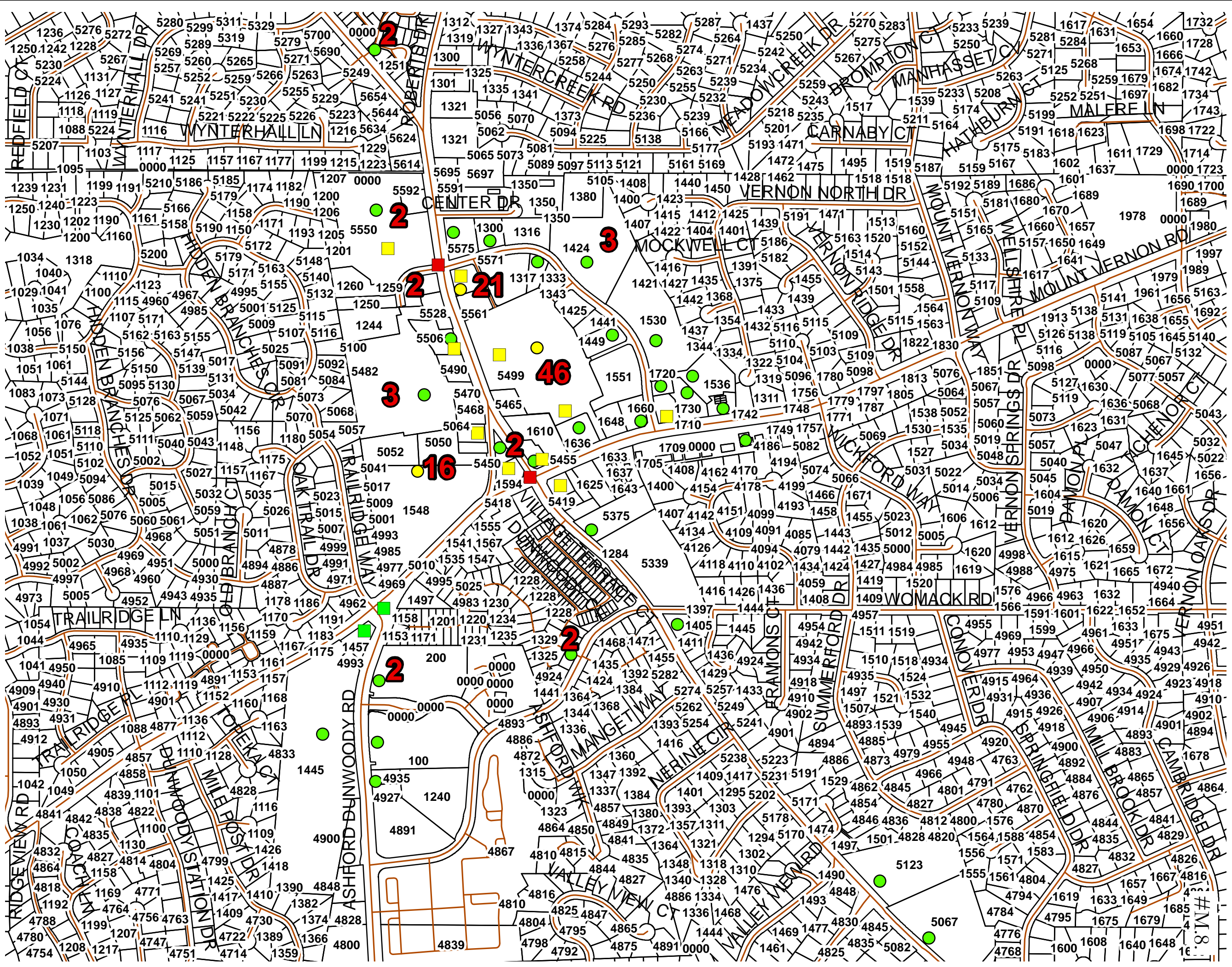
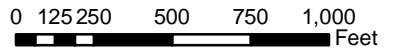
127

See Map of Information/Road Closing Banners	Ironstone Bank	1	3x6 banner	4/27-5/14
See Map of Information/Road Closing Banners	BP	1	3x6 banner	4/27-5/14
See Map of Information/Road Closing Banners	Farmhouse	1	3x6 banner	4/27-5/14
See Map of Information/Road Closing Banners	Suntrust	1	3x6 banner	4/27-5/14
See Map of Information/Road Closing Banners	Publix	1	3x6 banner	4/27-5/14
See Map of Information/Road Closing Banners	Regions Bank	1	3x6 banner	4/27-5/14
See Map of Information/Road Closing Banners	Ashford Dunwoody at Mt. Vernon	1	3x6 banner	4/27-5/14

See Map of Information/Road Closing Banners	EC Streamjet	1 3x6 banner	4/27-5/14
See Map of Information/Road Closing Banners	Bank of N GA	1 3x6 banner	4/27-5/14

Legend

- Informational Signs Permitted By Code
- Informational Signs Permitted by Admin Guidelines
- 107- Banners Permitted By Code
- Banners Permitted By Admin Guidelines
- Banners Not Addressed By Code/Admin Guidelines



MEMORANDUM

To: Mayor and City Council

From: Steve Dush

Date: 3/12/2012

Subject: **Discussion of Sprint for Cancer Special Event Signage Request**

ITEM DESCRIPTION

Skip Breaser has made application to the City to hold a "Sprint for Cancer" event on April 21. The event producer has submitted a request for additional signage for the event as detailed in the attached site map.

BACKGROUND

The applicant proposes to erect a total of 54 signs, 38 of which are not permitted by right pursuant to the sign ordinance. Of those 38 signs, all comply with the Administrative Guidelines. The attached map identifies two shapes—a circle representing a standard informational sign and a square representing a banner. The attached map also identifies two different colors: green identifies the signs that are allowable by right—they are shown for reference purposes, hence, they are not a part of the applicant's additional sign request.

The signs that are identified in yellow are suggested to be approved per the administrative guidelines, but are beyond what is allowed by right in terms of volume. In order to permit the signs identified on the attached map in yellow, a vote will be required to approve the additional 93 yellow signs.

The attached spreadsheet relates to the colors identified on the map. The address, business, quantity, size, and duration of each sign are noted on the spreadsheet. Based on the Mayor and City Council's preference, all 38 of the signs in accordance with the administrative guidelines.

RECOMMENDED ACTION

Given the scale of this event, staff recommends approving additional signage pursuant to the attached City guidelines to allow for the orderly flow of event attendees and activities.

NCR
Sprint for Cancer
Signage Plan

Signage	Quantity	Size	Material	Location	How Displayed	Sign put in place
City of Dunwoody:						
Race Parking - directional arrows	8	18" x 24"	coroplast	driveway entrances	A-frame sign holders	Race day
"Race Day Registration"	3	24" x 18"	coroplast	parking lot	on poles	Race day
"Race # Pick-up"	3	24" x 18"	coroplast	parking lot	on poles	Race day
Alphabet letter breakdown	4 to 15	18" x 24"	coroplast	parking lot	on poles	Race day
"START" feather flags	2	2' x 10'	polyester fabric	parking lot	free standing	Race day
"FINISH" banner	2	3' x 15' or 20'	vinyl banner material	parking lot	Overhead truss	Race day
Sponsor Banners	5 to 10	3' x 8'	vinyl banner material	parking lot	stapled to tables	Race day
Mile Marks	7 to 9	18" x 24"	coroplast	along route	A-frame sign holders	Race day
City of Sandy Springs:						
Mile Marks	2	18" x 24"	coroplast	along route	A-frame sign holders	Race day

-111-

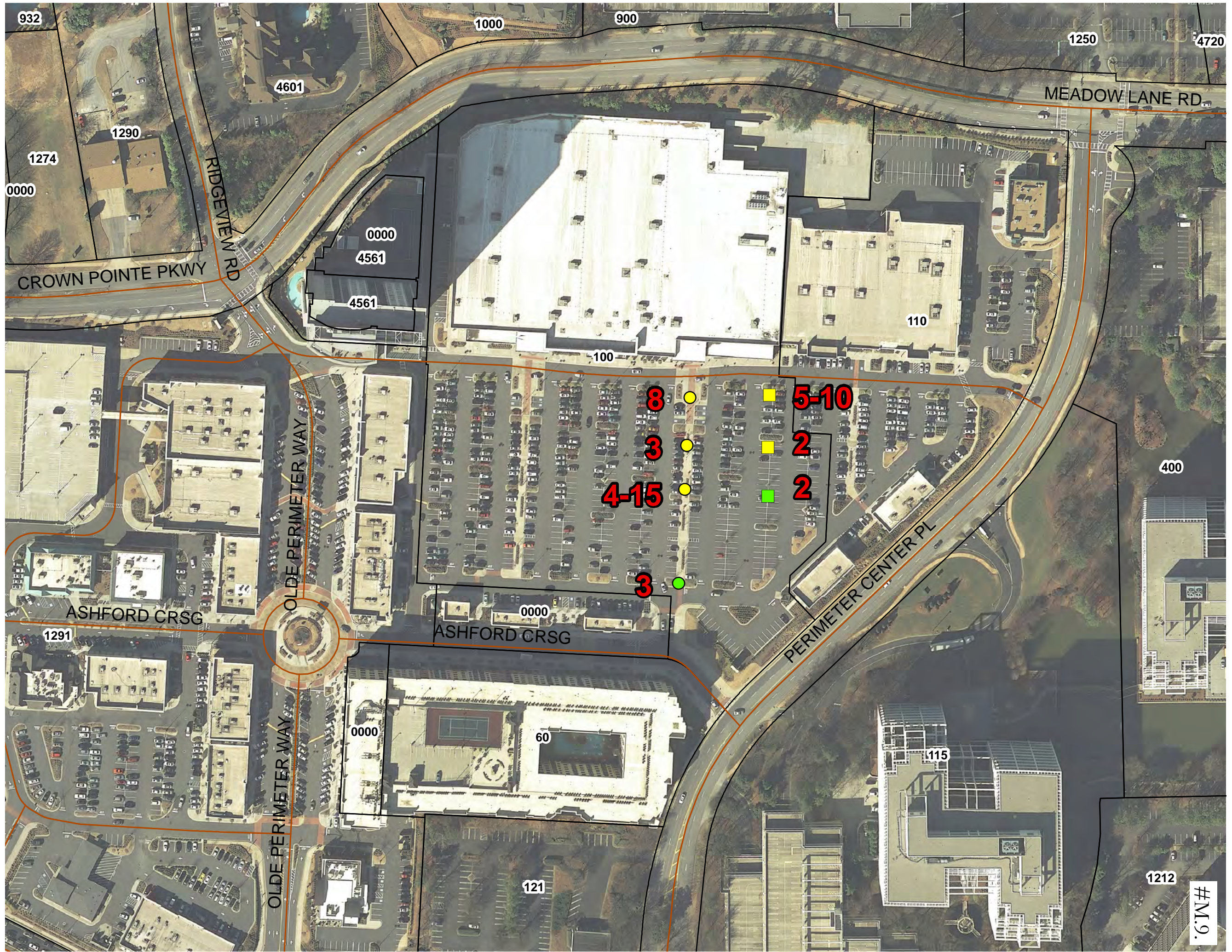
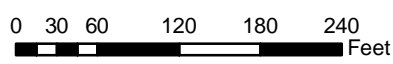


Community Development

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Legend

- Informational Signs Permitted By Code
- Informational Signs Permitted by Admin Guidelines
- Banners Permitted By Code
- Banners Permitted By Admin Guidelines





MEMORANDUM

To: Dunwoody Mayor and City Council

From: Howard J. Koontz, AICP

Date: March 12, 2012

Subject: Starbucks at Ravinia waiver to development standards

The applicant of the proposed Starbucks coffee shop, to be located at the intersection of Ashford Dunwoody Road and Ravinia Parkway, has submitted an application for a land disturbance permit. During the course of this review, staff has identified the need for a 25 foot right-of-way dedication along the east side of Ashford Dunwoody Road to the city per §16-488(b) of the city code. The applicant has indicated to the city that these improvements, based upon site constraints are not readily achieved on the site, and that the required right of way widening has already been affected as a function of the original Ravinia zoning approved in 1983. Therefore, they have requested that the requirement for the additional right of way be waived by the Mayor and City Council, pursuant to §16-488(e).

Code section 16-488(b), which requires the applicant to dedicate and improve additional right of way reads, in part:

- (b) Where a proposed subdivision or project requiring a land development permit has frontage on an existing public street, right-of-way shall be dedicated along that frontage so as to meet the standards of that street's classification in the city thoroughfare plan. The right-of-way shall be improved wherever required as further provided in this section. For existing streets on which a proposed subdivision or project requiring a land development permit has frontage, the applicant shall:
 - (1) Dedicate a minimum of 50 percent of the required right-of-way width as measured from the centerline of the existing street right-of-way;
 - (2) Install all required sidewalks, street trees, streetlights, and place utilities according to the standards in section 16-487; and
 - (3) Provide a minimum of 50 percent of the roadway pavement required in section 16-487 and install it to the right-of-way centerline.

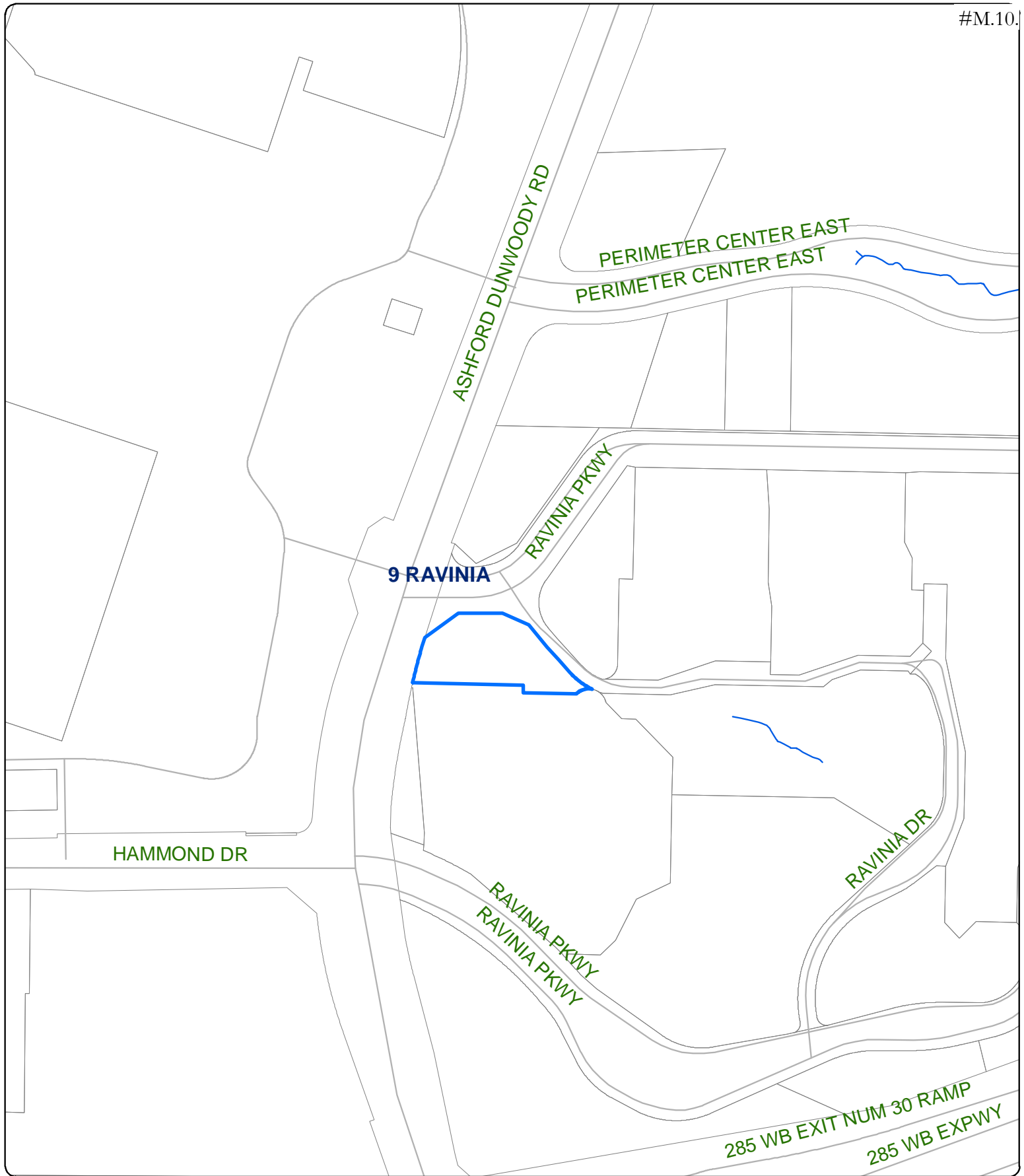
Code section 16-488(e), which empowers the Mayor and City Council to waive these development requirements, reads, in part:

- (e) The city council, after considering all related factors, may authorize deviations from this section as follows:
 - (1) Right-of-way dedication may be waived or modified if:
 - a. Existing use of property is not to be substantially changed as a result of proposed development or construction;



- b. Existing government construction plans for the roadway indicate lesser right-of-way would be required for dedication; or
 - c. The adjoining frontage is developed and the predominant existing right-of-way meets city standards.
- (2) Road improvements may be waived or modified if:
- a. Existing use of property not to be substantially changed (i.e., traffic generation and ingress/egress would remain the same);
 - b. Governmental construction plans for the road indicate a pavement width less than city standards (only the planned pavement width shall be required);
 - c. No more than five percent of average daily traffic generation would occur between 7:00 a.m. and 9:00 a.m. and 4:00 p.m. and 6:00 p.m., on weekdays;
 - d. The existing road meets current county standards; or
 - e. Widening would create a hazard to traffic, pedestrians, or bicyclists along the thoroughfare.

Staff recommends approval of the applicant's request to waive the right-of-way dedication and associated road improvements as there is no plan in place for using 10 of the 25 feet of the required dedication for the right-of-way, and the linkages between the dedication are already improved without the road cross-section that includes the additional right-of-way. Also, the balance of the 25 feet (15 feet) would be used for a future utility corridor. However, the utilities are already in place and installed as a function of the original Ravinia zoning, completed some 29 years ago. To relocate the utilities now would be a considerable burden without an substantive gain. Finally, the existing construction to the south of the intended site is the parking garage entrance to- and the receiving and deliveries entrance for the Crowne Plaza hotel. There is a 30-foot change in elevation separating the Ashford Dunwoody Road right of way and the entry drive of the Crowne Plaza garage, which is held in place by a retaining wall. Further vehicular access along northbound Ashford Dunwoody Road from the south would be greatly constrained by this significant grade change, lending credibility to the idea that the required additional right of way on the part of Starbucks would constitute an unnecessary hardship on the development of the site.



Dunwoody*
*Smart people - Smart city

Community Development

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Suite 250 | 30346-1902

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9 Ravinia

Site Location

March 12, 2012

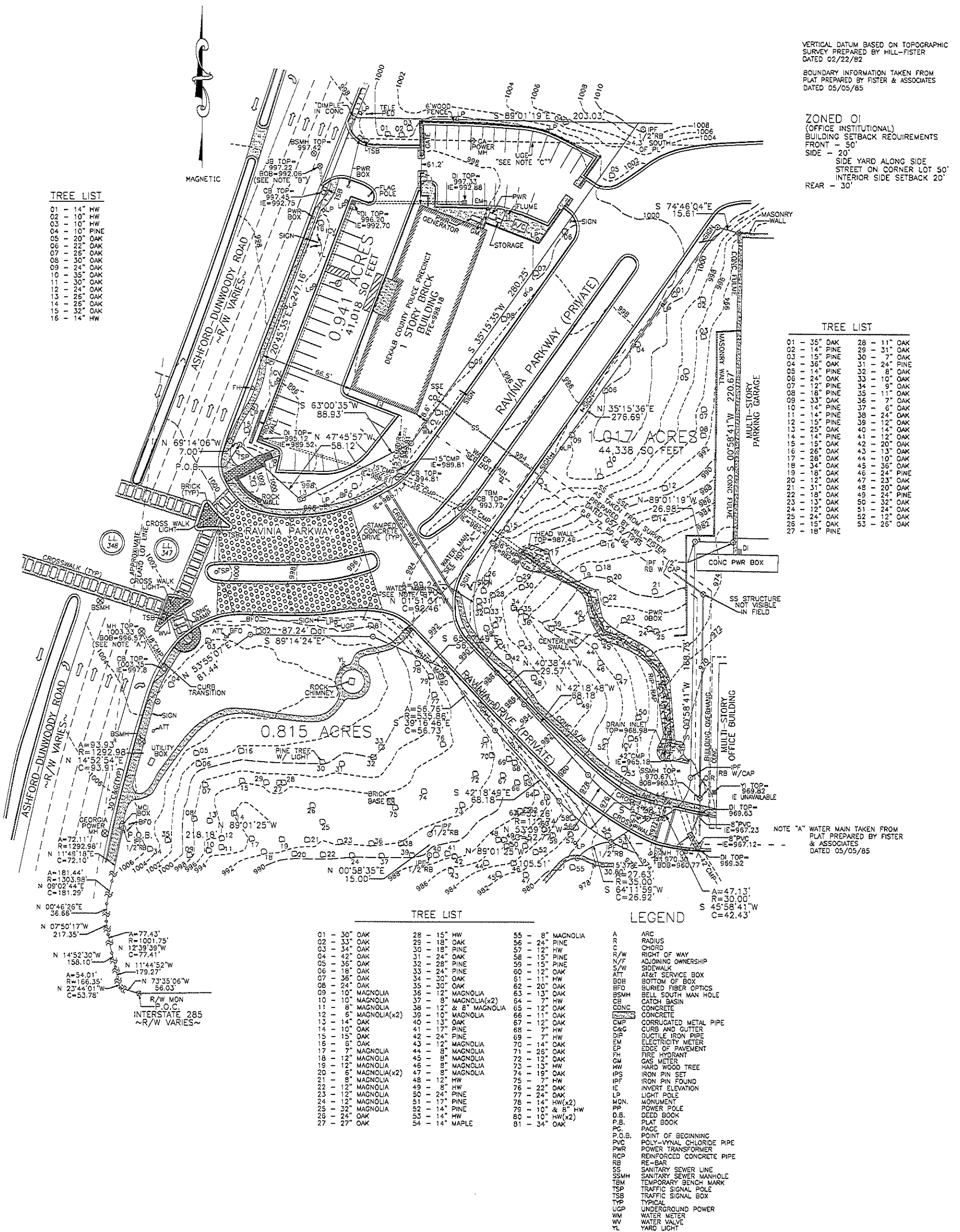
Legend

- Streams
- City Streets
- 9 Ravinia

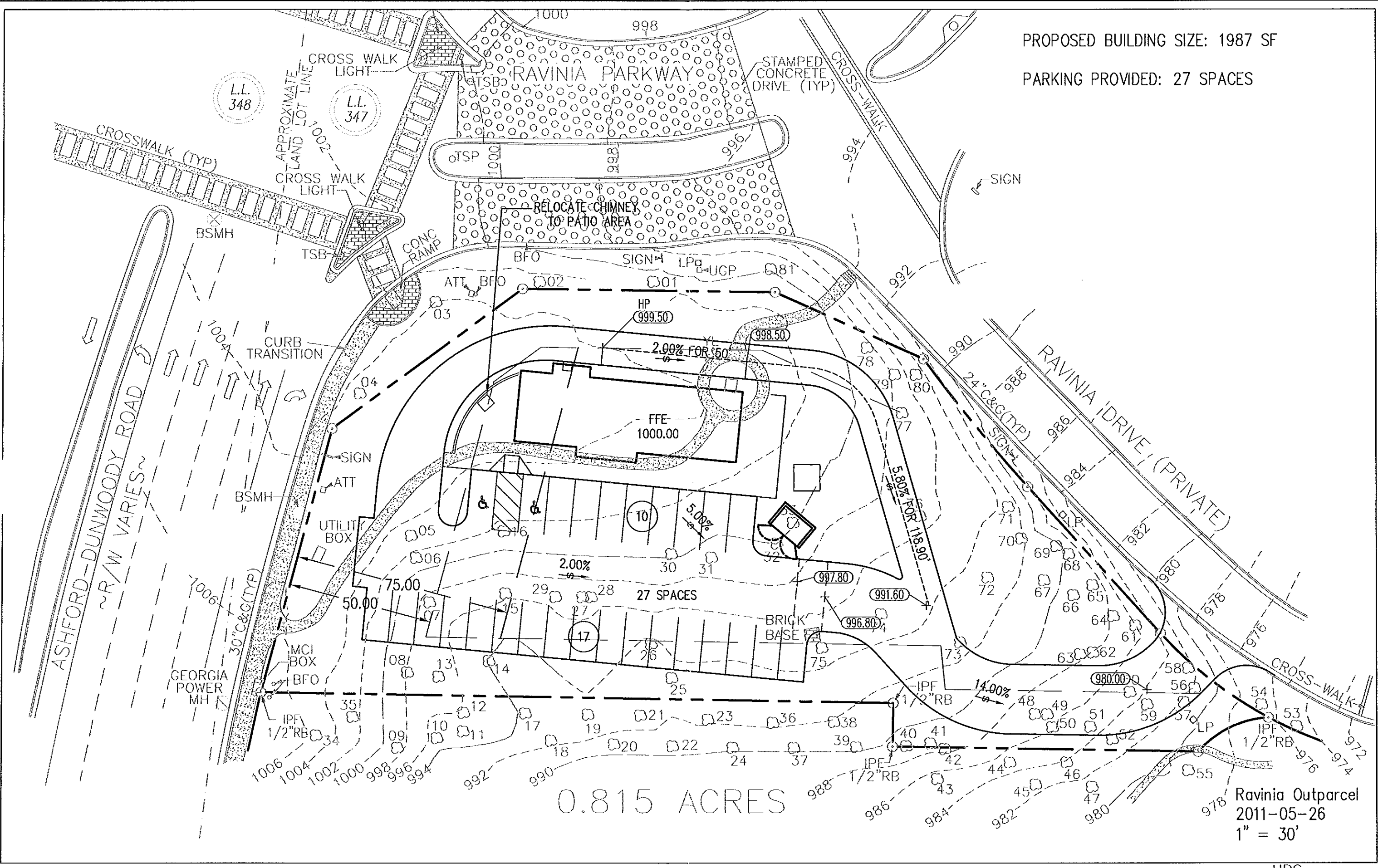


Scale: 1" = 250'
(1:3000)

Map Notes:

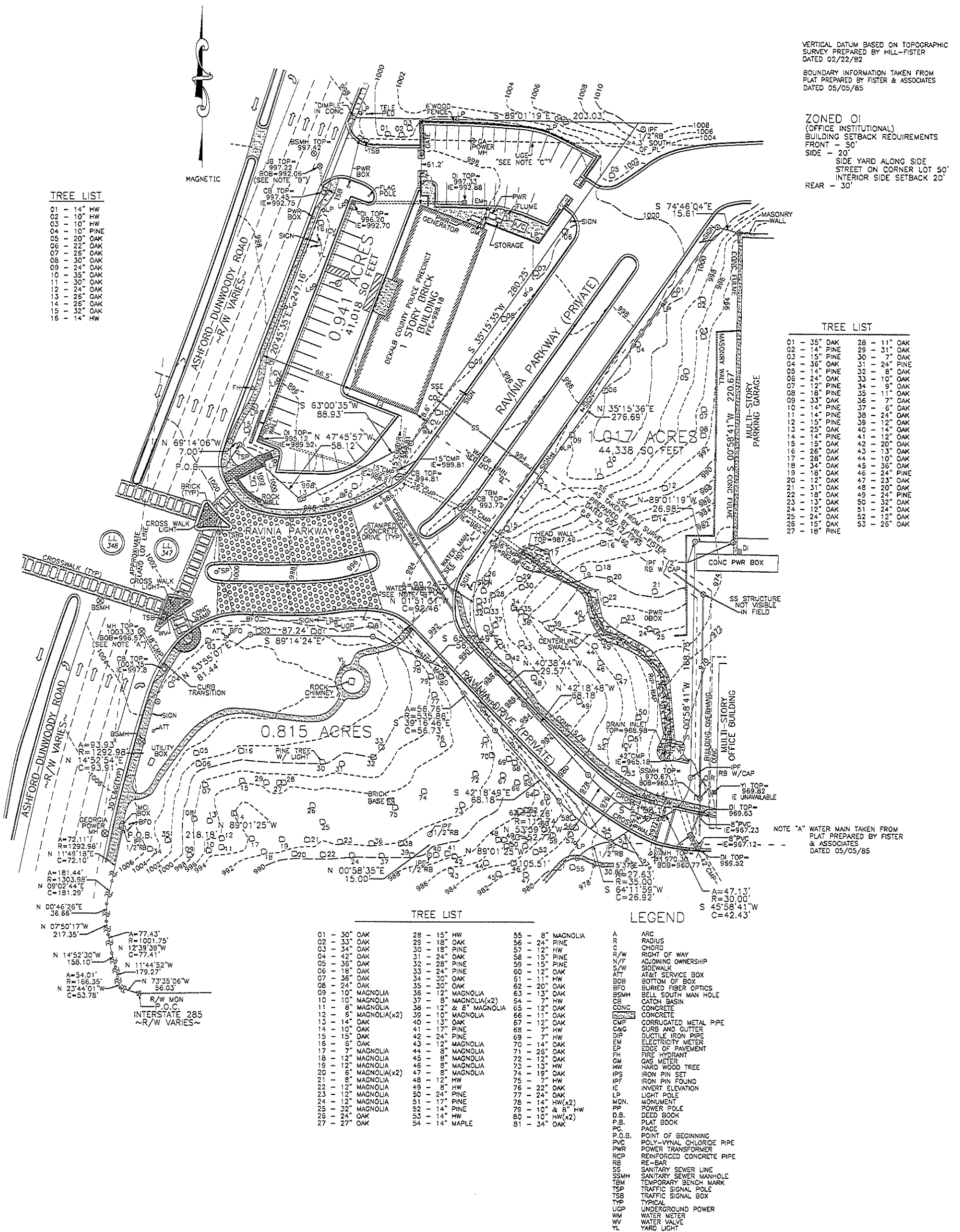


PROPOSED BUILDING SIZE: 1987 SF
PARKING PROVIDED: 27 SPACES

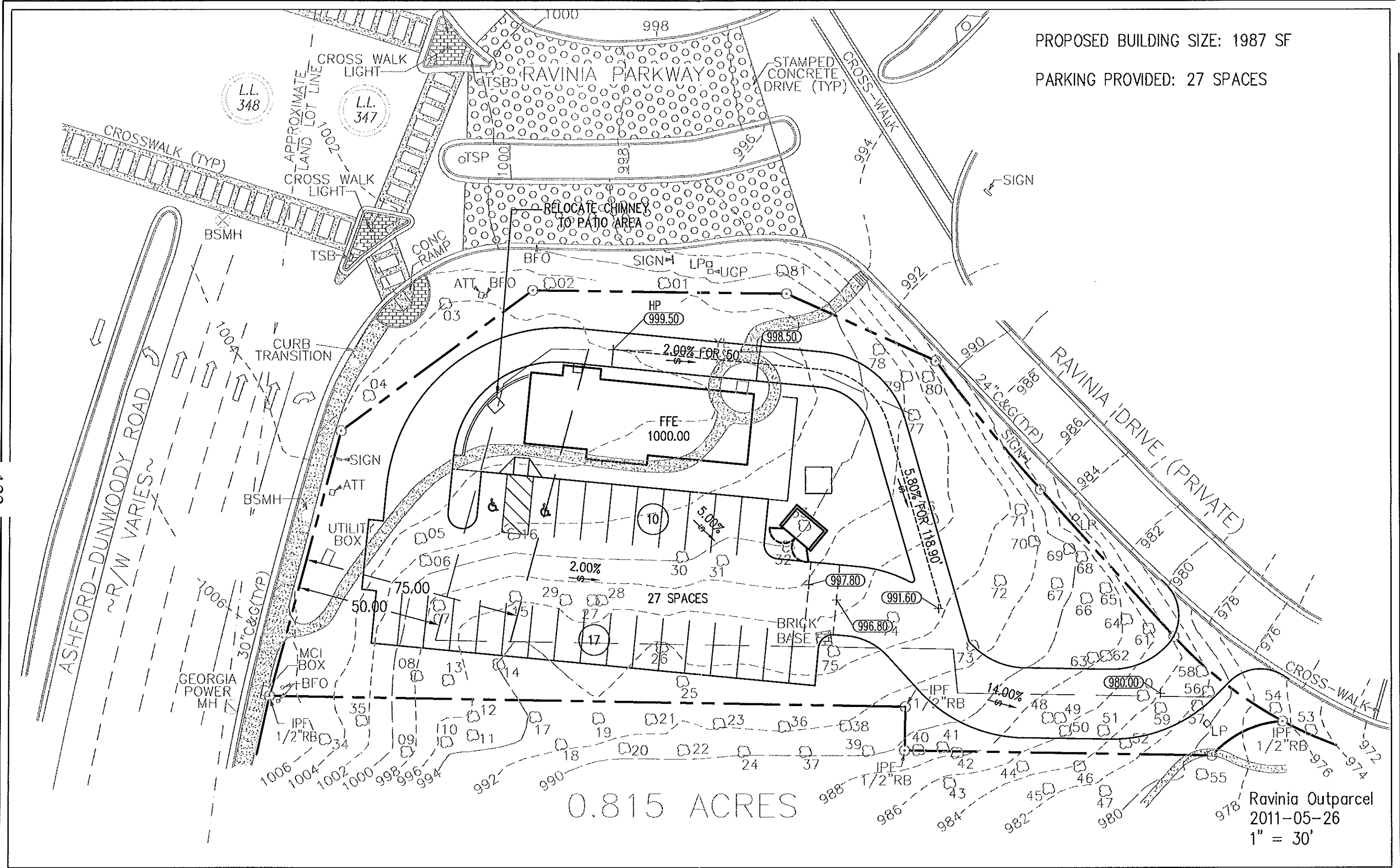


0.815 ACRES

Ravinia Outparcel
2011-05-26
1" = 30'



PROPOSED BUILDING SIZE: 1987 SF
PARKING PROVIDED: 27 SPACES



0.815 ACRES

Ravinia Outparcel
2011-05-26
1" = 30'



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dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council

From: Steve Dush, AICP, Community Development Director

Date: March 12, 2012

Subject: **2012 Planning & Zoning, Mayor and Council, and Zoning Board of Appeals Calendar**

ITEM DESCRIPTION

Staff has prepared a schedule for Mayor and Council Review that coordinates the three following meeting tracks for 2012: Planning and Zoning, Mayor and Council, and Zoning Board of Appeals.

DISCUSSION

Pursuant to the city Zoning Ordinance, §5A-6 "Filing of Applications", the annual schedule for actions to be heard in front of the Dunwoody Planning Commission must be prepared by the Planning Department and subsequently approved by the Mayor & Council.

The text of the Zoning Ordinance reads, in part:

"(a) All applications for amendments to the comprehensive plan land use maps and the official zoning map shall be filed with the director of planning on forms provided by the department of planning. The processing of said applications shall be based upon an annual schedule prepared by the department of planning and adopted by the City Council..."

RECOMMENDATION

The schedule prepared for 2012 is comparable to the dates and deadlines from the 2011 schedule. Staff requests that the attached annual schedule be approved in accordance with the above ordinance.

Michael G. Davis Mayor

Denis Shortal City Council Post 1
Adrian Bonser City Council Post 2
Doug R. Thompson City Council Post 3

Terry Nall City Council Post 4
Lynn Deutsch City Council Post 5
John Heneghan City Council Post 6

2012 Planning & Zoning Schedule

App. Deadline		Comp. & Compliant Letter	Order CC Signs/ Amend. Deadline	CC Ad Sent	CC Ad Runs	CC Packet Out	CC Packet Posted	CC Mtg.	PC Ad sent/Sign	PC ad runs	PC Packet Out	PC Packet Posted	PC Mtg.	MC 2 nd read ad/signs sent	MC 2 nd read ad runs	MC Agenda List Due	MC Memo	Work Session/ MC 1 st Read	MC 2 nd Read
January	1/10/12	1/17/12	1/26/12	1/27/12	2/1/12	2/2/12	2/3/12	2/9/12	2/17/12	2/22/12	3/6/12	3/7/12	3/13/12	3/16/12	3/21/12	3/23/12	3/28/12	4/9/12	4/23/12
February	2/14/12	2/16/12	2/23/12	2/24/12	2/29/12	3/1/12	3/2/12	3/8/12	3/16/12	3/21/12	4/4/12	4/5/12	4/10/12	4/20/12	4/25/12	4/27/12	5/2/12	5/14/12	5/28/12
March	3/13/12	3/20/12	3/29/12	3/30/12	4/4/12	4/5/12	4/6/12	4/12/12	4/13/12	4/18/12	5/1/12	5/2/12	5/8/12	5/18/12	5/23/12	5/25/12	5/30/12	6/11/12	6/25/12
April	4/10/12	4/17/12	4/26/12	4/27/12	5/2/12	5/3/12	5/4/12	5/10/12	5/18/12	5/23/12	6/5/12	6/6/12	6/12/12	6/15/12	6/20/12	6/22/12	6/27/12	7/9/12	7/23/12
May	5/15/12	5/22/12	5/31/12	6/1/12	6/6/12	6/7/12	6/8/12	6/14/12	6/15/12	6/20/12	7/3/12	7/4/12	7/10/12	7/20/12	7/25/12	7/27/12	8/1/12	8/13/12	8/27/12
June	6/12/12	6/19/12	6/28/12	6/29/12	7/4/12	7/5/12	7/6/12	7/12/12	7/20/12	7/25/12	8/7/12	8/8/12	8/14/12	8/17/12	8/22/11	8/24/12	8/29/12	9/10/12	9/24/12
July	7/10/12	7/17/12	7/26/12	7/27/12	8/1/12	8/2/12	8/3/12	8/9/12	8/17/12	8/22/12	9/4/12	9/5/12	9/11/12	9/14/12	9/19/12	9/21/12	9/26/12	10/8/12	10/22/12
August	8/14/12	8/21/12	8/30/12	8/31/12	9/5/12	9/6/12	9/7/12	9/13/12	9/14/12	9/19/12	10/2/12	10/3/12	10/9/12	10/19/12	10/24/12	10/26/12	10/31/12	11/12/12	11/26/12
September	9/11/12	9/18/12	9/27/12	9/28/12	10/3/12	10/4/12	10/5/12	10/11/12	10/19/12	10/24/12	11/6/12	11/7/12	11/13/12	11/16/12	11/21/12	11/21/12	11/28/12	12/10/12	12/24/12
October	10/9/12	10/16/12	10/25/12	10/26/12	10/31/12	11/1/12	11/2/12	11/8/12	11/16/12	11/21/12	12/4/12	12/5/12	12/11/12	12/21/12	12/26/11	12/28/12	1/2/13	1/14/13	1/28/13
November	11/13/12	11/20/12	11/29/12	11/30/12	12/5/12	12/6/12	12/7/12	12/13/12	12/14/12	12/19/12	1/1/13	1/2/13	1/8/13	1/18/13	1/23/13	1/25/13	1/30/13	2/11/13	2/25/13
December	12/11/12	12/18/12	12/27/12	12/28/12	1/2/13	1/3/13	1/4/13	1/10/13	1/18/13	1/23/13	2/5/13	2/6/13	2/12/13	2/15/13	2/20/13	2/22/13	2/27/13	3/11/13	3/25/13

Zoning Board of Appeals Schedule

2012

	Application Deadline	Complete & Compliant Letter Mailed	Amendment Deadline	Ad Sent to <i>Crier</i> , Adjoining Letters Mailed	Ad Runs, Sign Posted	Packet Out to ZBA	Packet Posted to Website	Meeting Date
March Mtg.	1/5/12	1/12/12	1/19/12	1/20/12	1/25/12	2/23/12	2/24/12	3/1/12
April Mtg.	2/2/12	2/9/12	2/16/12	2/24/12	2/29/12	3/29/12	3/30/12	4/5/12
May Mtg.	3/1/12	3/8/12	3/15/12	3/23/12	3/28/12	4/26/12	4/27/12	5/3/12
June Mtg.	4/5/12	4/12/12	4/19/12	4/27/12	5/2/12	5/31/12	6/1/12	6/7/12
July Mtg.	5/3/12	5/10/12	5/17/12	5/25/12	5/30/12	6/28/12	6/29/12	7/5/12
Aug. Mtg.	6/7/12	6/14/12	6/21/12	6/22/12	6/27/12	7/26/12	7/27/12	8/2/12
Sep. Mtg.	7/5/12	7/12/12	7/19/12	7/27/12	8/1/12	8/30/12	8/31/12	9/6/12
Oct. Mtg.	8/2/12	8/9/12	8/16/12	8/24/12	8/29/12	9/27/12	9/28/12	10/4/12
Nov. Mtg.	9/6/12	9/13/12	9/20/12	9/21/12	9/26/12	10/25/12	10/26/12	11/1/12
Dec. Mtg.	10/4/12	10/11/12	10/18/12	10/26/12	10/31/12	11/29/12	11/30/12	12/6/12
Jan. Mtg.	11/1/12	11/8/12	11/15/12	11/23/12	11/28/12	12/27/12	12/28/12	1/3/13
Feb. Mtg.	12/6/12	12/13/12	12/20/12	12/28/12	1/2/13	1/31/13	2/1/13	2/7/13



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dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council

From: Steve Dush, Community Development Director
Michael Nier CBO, MCP, Chief Building Official

Date: March 12, 2012

Subject: Annual Building Code Update

BACKGROUND

In an effort to keep the building codes current and remedy any minor conflicts, staff is recommending the initiation of an annual code update to Chapter 8 of the City's Building Codes. Staff will monitor throughout the year any "housekeeping" items and bundle them together in this annual update and present them in the first quarter of each year. If there are substantive code changes that could have policy considerations, those changes will be brought independently. For the 2012 annual update, staff has identified 7 code revisions.

DISCUSSION

1. Change the dates of the National Electric Code and the Energy code to correspond with the adopted versions of the State of Georgia.
2. Adopt Appendix A from the 2006 International Building Code (IBC) to establish accreditation for the Building Official and Inspection Staff.
3. Allow specific waivers and exceptions, in accordance with state requirements, for installing high efficiency plumbing fixtures associated with remodeling projects.
4. Clarify roofing requirements when roofs are being replaced.
5. Establish an annual training meeting for the Construction Board of Appeals.
6. Align Building Code and Property Maintenance Code appeals timelines.
7. Align Building Code and Property Maintenance Code grass height requirements.

RECOMMENDATION

Staff recommends approval.

AN ORDINANCE AMENDING CHAPTER 8 OF THE CITY OF DUNWOODY CODE OF ORDINANCES BY REVISING CERTAIN BUILDING CODE PROVISIONS TO REMOVE CONFLICTS AND CONFORM TO STATE REQUIREMENTS

WHEREAS, the City of Dunwoody is charged with preserving the health, safety and welfare of the citizens of the City; and

WHEREAS, the City of Dunwoody currently enforces building regulations as set out in Chapter 8 of the City of Dunwoody Code; and

WHEREAS, due to the shifting nature of building regulation requirements, the City Council desires to make yearly updates of the Code to properly advance the desired Policy of the Council as well as make sure the Code follows the State requirements.

THEREFORE, Mayor and City Council of the City of Dunwoody hereby **ORDAIN** as follows:

ADDITIONS = UNDERLINED
DELETIONS = ~~STRIKETHROUGH~~

Section 1: Chapter 8 (Building Code) of the City of Dunwoody Code of Ordinances is hereby amended by revising Article I ("In General"), Section 8-1 in its entirety to read as follows:

Sec. 8-1. State Minimum Standard Codes

- (a) It is hereby declared to be the intention of the Council to enforce and adopt the State Minimum Standards Codes as defined by O.C.G.A. § 8-2-20(9). The adoption also includes the latest edition of the following State Minimum Standard Codes, as adopted and amended by the state Department of Community Affairs, for all permits approved after the adoption of this Ordinance:

International Building Code	2006 edition
International Fuel Gas Code	2006 edition
International Mechanical Code	2006 edition
International Plumbing Code	2006 edition
National Electrical Code	2011 08 edition
International Fire Code	2006 edition
International Energy Conservation Code	2009 06 edition
International Residential Code	2006 edition
International Property Maintenance Code	2006 edition

STATE OF GEORGIA
CITY OF DUNWOODY

ORDINANCE 2012-XX-XX

- (b) The following appendices of said codes, as adopted and amended by the State Department of Community Affairs, are hereby adopted by reference as though they were copied herein fully:

International Mechanical Code	Appendix C
International Plumbing Code	Appendices C (state version), H, I (state version)
International Residential Code	Appendix G
International Energy Conservation Code	Appendices A, B, C, D (new per the state DCA)

- (c) The following codes, the latest editions as adopted and amended by the State Department of Community Affairs, or other applicable state agencies, are hereby adopted by reference as though they were copied herein fully:

Swimming Pool Code as adopted by the county board of health.

- (d) For all permits granted or approved by the County under earlier versions of any or all of these codes, it is hereby declared to be the intention of the Council to enforce the code under which the project was approved.

- (e) Amend the following adopted codes to reflect missing or jurisdictional information referenced through adoption:

- (1) International Building Code:

- (i) Revise section 1612.3 to include "The flood insurance study for DeKalb county countywide FIRM and FIS effective 5-07-2001."

(ii) Adopt Appendix A (amended as follows):

1. Appendix A – Employee Qualifications

2. A101.1. Building Official.

The building official shall have at least ten (10) years' experience or equivalent as an architect, engineer, inspector, contractor or superintendent of construction, or any combination of these, five (5) years of which shall have been supervisory experience. The building official shall be certified as a Certified Building Official (CBO) through a recognized certification program. The building official shall hold all certifications and credentials of trades overseen or departments supervised (i.e. Certified Housing Code Official for Code Enforcement Supervision).

a. Building Officials not certified as certified (housing, building, plumbing, electrical or mechanical) code officials may have chief

inspectors for each trade maintaining their corresponding trade certifications.

3. A101.2. Chief Inspector.

The building official can designate supervisors to administer the provisions of the *International Building, Mechanical and Plumbing Codes, International Fuel Gas Code* and *ICC Electrical Code*. Each supervisor shall have at least 10 years' experience or equivalent as an architect, engineer, inspector, contractor or superintendent of construction, or any combination of these, five years of which shall have been in a supervisory capacity. They shall be certified through a recognized certification program for the appropriate trade.

4. A101.3. Inspector and plans examiner.

The building officials shall appoint or hire such number of officers, inspectors, assistants and other employees as shall be authorized by the jurisdiction. A person shall not be appointed or hired as inspector of construction or plans examiner who has not had at least five (5) years' experience as a contractor, engineer, architect, or as a superintendent, foreman or competent mechanic in charge of construction. The inspector or plans examiner shall be certified through a recognized certification program for the appropriate trade.

a. If Inspectors or plans examiners lack certifications for specific trades then the Building Official must have those certifications and supervise all inspections or plan reviews performed accordingly. The Inspector or plan reviewer is expected to be in active pursuit of obtaining lacking certifications within a time frame specified by the jurisdiction.

5. A101.3.5. Code Enforcement/Code Compliance Personnel.

a. Code Enforcement Official, or supervisory personnel under the direction of the building official must obtain and maintain Level II certification from GACE as well as ICC certification as a Property Maintenance and Housing Inspector and zoning inspector. Certified Code Enforcement Officer designation from the American Association of Code Enforcement is preferred.

b. Code Enforcement officers under the direction of the building official must obtain and maintain a Level I certification from GACE, which should be required for every Code Enforcement Officer as well as ICC certification as a Property Maintenance and Housing Inspector.

c. The Building Official and all inspectors and Plan reviewers must maintain their certifications as active in accordance with the certification program issuing the certification.

6. A101.4. Termination of employment.

Employees in the position of building official, chief inspector or inspector shall not be removed from office except for cause after full opportunity has been given to be heard on specific charges before such applicable governing authority.

(2) International Plumbing Code:

(i) Revise Section 305.6.1; insert "12 inches."

(ii) Revise Section 305.9 to include "Components of a plumbing system installed along alleyways, in yards, or lawns, driveways, parking garages or other locations exposed to damage shall be recessed into the ground, wall or otherwise protected in an approved manner."

(iii) Waiver for an exemption to the requirements for the installation of high efficiency plumbing fixtures relative to any new construction and to the repair or renovation of an existing building may be given under the following conditions:

1. When the repair or renovation of the existing building does not include the replacement of the plumbing or sewage system servicing toilets, faucets, or shower heads within such existing building;

2. When such plumbing or sewerage system within such existing building, because of its capacity, design, or installation would not function properly if the toilets, faucets, or shower heads required by this part were installed;

3. When such system is a well or gravity flow from a spring and is owned privately by an individual for use in such individual's personal residence; or

4. When units to be installed are:

a. Specifically designed for use by person with disabilities;

b. Specifically designed to withstand unusual abuse or installation in a penal institution; or

c. Toilets for juveniles

(3) National Electrical Code:

- (i) When a residential service change is installed, all receptacle outlets that are required under the current state adopted electrical code to be GFI outlets shall be modified to provide such protection, including bathrooms, kitchen counters, and outdoor receptacles.
- (ii) When a residential service change is installed, all smoke alarms required for new construction must be installed per the requirement in the adopted residential code.
- (iii) A reinspection permit and reinspection shall be required before power is restored to any residence or building where power has been disconnected for six months or more.

(4) International Residential Code:

- (i) Table 301.2(1) in chapter 3 shall be completed by adding the following information to the blank spaces:
 - (1) Ground snow load (lbs. Per square foot)—8.
 - (2) Wind speed (fastest mile)—90.
 - (3) Seismic design category B.
 - (4) Weathering—moderate.
 - (5) Frost line depth—Yes, 12" minimum.
 - (6) Termite damage—Yes, very heavy.
 - (7) Winter design temp. for heating facilities—22 F.
 - (8) Ice Barrier Underlayment Required—No.
 - (9) Flood Hazards—Yes.
 - (10) Air Freezing Index—225.
 - (11) Mean Annual Temperature—55 F to 60 F.

Section 2: Chapter 8 (Building Code) of the City of Dunwoody Code of Ordinances is hereby further amended by revising Article II ("Administrative Procedures for Enforcement of Adopted Codes"), Section 8-27 ("Permits"), subsection (h)(6)a.5. in its entirety to read as follows:

Sec. 8-27. Permits

...
...
...
...
...

(6) *Required Inspections*

a. *Building.*

...
...
...
...

5. *Roof Felt and Sheathing Inspection.* To be performed after roof felt is installed and prior to covering exterior wall sheathing with felt paper, house wrap or siding as follows:

For Existing Homes having the roof replaced, the inspection shall consist of:

Valley flashing consisting of either

- (1) Metal flashing at least twenty-four (24) inches wide having no less than twelve (12) inches on either side of the valley;
- (2) Self-sealing flashing shall be installed at least 36 inches wide having no less than eighteen (18) inches on either side of the valley; OR
- ~~(1)~~(3) Roll roofing shall be installed at least 36 inches wide having no less than eighteen (18) inches on either side of the valley.

Metal drip edge shall be installed at all roofing edges of roofs coverings of Asphalt shingles.

NOTE: Dunwoody falls within the moderate to high Hail zone outlined in the Residential Code Figure 903.5, which only permits a single layer of Asphalt roof shingles to be installed

...

. . .

Section 3: Chapter 8 (Building Code) of the City of Dunwoody Code of Ordinances is hereby further amended by further revising Article II ("Administrative Procedures for Enforcement of Adopted Codes"), Section 8-29 ("Construction Board of Adjustment and Appeals"), subsection (e) in its entirety to read as follows:

Sec. 8-29. Construction Board of Adjustment and Appeals

. . .
. . .
. . .
. . .

(e) *Rules and Regulations*

- (1) *Establishment.* The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of these procedures. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.
- (2) *Decisions.* The construction board of adjustments and appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application of any provision of the construction codes, the building official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant, and a copy shall be kept publicly posted in the office of the building official for two weeks after filing. Every decision of the board shall be final, subject to such remedy as any aggrieved party might have at law or in equity.
- (3) *Training/Education.* The Board shall meet at least once a year for a training session that will cover code, procedures or City Ordinances.

Section 4: This Amendment shall become effective immediately upon its adoption by the City Council, and incorporated into the Code of the City of Dunwoody, Georgia. This Amendment hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED AND EFFECTIVE, this ____ day of _____, 2012.

Approved:

Mike Davis, Mayor

#M.12.

STATE OF GEORGIA
CITY OF DUNWOODY

ORDINANCE 2012-XX-XX

ATTEST:

Approved as to Form and Content:

Sharon Lowery, City Clerk
(Seal)

Brian Anderson, City Attorney

MEMORANDUM

To: Mayor and City Council

From: Christopher Pike, Finance Director

Date: 3/12/2012

Subject: **Amended Budget for the Year Ending December 31, 2011**

ITEM DESCRIPTION

To approve the budget amendment and adopt the revised hotel excise taxes for the fiscal year ending December 31, 2011.

BACKGROUND

State law requires we spend 40% of our hotel excise taxes collected in a particular manner (i.e. transfer to the CVBD.) At the same time, state law also requires that expenditures not exceed our budget. The only way to distribute 40% of the funds as required without exceeding the budget is to extend the budget. Amending this budget will bring our expenditures within budget for the end of the fiscal 2011 year.

ALTERNATIVES

Council may choose to deny the recommendation and leave the existing budget in place. This will result in an auditor comment as well as a Georgia Department of Audits comment for violating state budget laws.

RECOMMENDED ACTION

Staff recommends Council approve the ordinance to amend the 2011 budget increasing budgeted expenditures for the Hotel/Motel Excise Tax Fund.

STATE OF GEORGIA
CITY OF DUNWOODY

ORDINANCE 2012-03-XX

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2011 OF THE CITY OF DUNWOODY, GEORGIA, PURSUANT TO ARTICLE V, SECTION 5 OF THE CHARTER OF THE CITY, BEGINNING JANUARY 1, 2011, AND ENDING DECEMBER 31, 2011, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF ANTICIPATED FUNDING SOURCES, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES

WHEREAS, a proposed amended budget for each of the various funds of the City has been presented to the Mayor and City Council; and

WHEREAS, the Mayor and City Council have reviewed the proposed amendment; and

WHEREAS, each of the funds has a balanced budget, such that anticipated funding sources equal or exceed proposed expenditures; and

WHEREAS, This Budget Amendment and the Budget Message pursuant to Section 5.03(a) of the City Charter have been filed in the office of the City Clerk and open for public inspection; and

WHEREAS, the Mayor and City Council intend to amend the annual budget for the Fiscal Year 2011.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Dunwoody, pursuant to their authority, as follows:

Section 1. That the City of Dunwoody, Georgia hereby amends the budget for the Fiscal Year 2010, said budget being described below;

SOURCE	PROPOSED BUDGET
Taxes	\$ 1,714,271
Investment Income	87
TOTAL GENERAL FUND RECEIPTS	\$ 1,714,358

HOTEL MOTEL EXCISE TAX FUND BUDGET EXPENDITURES

EXPENDITURE	PROPOSED BUDGET
Transfer to General Fund	\$ 1,028,650
Transfer to Component Unit (CVBD)	685,708
TOTAL FUND EXPENDITURES	\$ 1,714,358

#M.13.

STATE OF GEORGIA
CITY OF DUNWOODY

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those exceptions provided for herein, shall require approval of the City Council; and

Section 3. That this amended budget maintains the number of established Dunwoody full-time positions for 2011 at 58. This number may only be increased or decreased through approval of the Mayor and City Council; and

Section 4. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations, and policies to ensure that this Budget Ordinance is followed.

SO ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DUNWOODY, GEORGIA this the 26th day of March, 2012.

Approved:

Mike Davis, Mayor

Attest:

Sharon Lowery, City Clerk
Seal

Approved as to Form and Content

Brian Anderson, City Attorney

**STATE OF GEORGIA
CITY OF DUNWOODY**

RESOLUTION 2012-03-XX

**A RESOLUTION AMENDING THE RULES AND PROCEDURES FOR CITY
COUNCIL MEETINGS BY CHANGING MAYOR AND COUNCIL COMMENT
PERIOD**

WHEREAS: Well-organized meetings allow a City Council to reach decisions in a fair and consistent manner; and

WHEREAS: Efficiency is served when the process of planning and conducting public meetings is clearly stated and understood by public officials and citizens; and

WHEREAS: Mayor and Council comments and announcements are effective methods for the City Council to communicate publicly with the citizens of the City; and

WHEREAS: The City Council desires to amend the Rules and Procedures by clarifying and changing the Mayor and Council comment and announcement period as follows.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Dunwoody as follows:

SECTION 1. That Section 13 (Order of Business) of the Rules and Procedures for City Council Meetings and Hearings is hereby amended to read as follows:

**ADDITIONS = UNDERLINED
DELETIONS =**

Section 13. Order of Business. All regular City Council meetings may follow an established order of business as illustrated below or a similar order of business:

1. Call to Order
2. Roll Call
3. Invocation
 - a. The standard invocation for the City of Dunwoody Council Meetings shall read: "At this Council Meeting, help us to make decisions which keep us faithful to our mission and reflect our values. Give us strength to hold to our purpose; wisdom to guide us; and a keen perception to lead us. And above all, keep us charitable as we deliberate."
4. Pledge of Allegiance
5. Mayor and Council Comments
6. Minutes
7. Approval of Meeting Agenda
8. Public Comment
9. Consent Agenda
10. Organizational and Procedural Items
11. Reports and Presentations

12. Unfinished Business
13. New Business
14. Other Business
15. Initiation of Text Amendments
16. Public Comment
17. Mayor and Council Closing Comments
18. Adjournment

SECTION 2. That this Resolution shall become effective upon its adoption.

SO RESOLVED AND EFFECTIVE this the 26th day of March, 2012.

Approved:

Michael G. Davis , Mayor

Attest:

Sharon Lowery, City Clerk
(Seal)

AN ORDINANCE AMENDING CHAPTER 4 OF THE CITY OF DUNWOODY CODE OF ORDINANCES BY AUTHORIZING AN EXCEPTION TO THE FULL-SERVICE KITCHEN REQUIREMENTS FOR RETAIL CONSUMPTION LICENSEES

WHEREAS, the City of Dunwoody is charged with protecting the health, safety and welfare of the citizens of the City; and

WHEREAS, the City of Dunwoody's Alcohol Beverages Ordinance, Chapter 4, currently requires that all establishments having a license for Retail Consumption on the Premises have a full-service kitchen prepared to serve food every business hour; and

WHEREAS, the Mayor and City Council find that, under some circumstances, it would be burdensome to require same and desire to amend the City of Dunwoody Code to except certain smaller establishments from this requirement; and

WHEREAS, the Mayor and City Council find that, under certain circumstances, it would be desirable to allow beer or malt beverages to be removed from the premises licensed for consumption on the premises.

THEREFORE, Mayor and City Council of the City of Dunwoody hereby ordain as follows:

ADDITIONS = UNDERLINE
DELETIONS =

Section 1: Alcohol Beverages, Chapter 4 of the City of Dunwoody Code, Article II (Licensing), Section 4-25 (Retail Consumption on the Premises Licenses), is hereby amended as follows:

- (a) Four classes of retail consumption on the premises licenses are available. Except otherwise specifically provided in this chapter, retail consumption on the premises licenses are available only to establishments having a full-service kitchen prepared to serve food every hour they are open, unless the total square footage of the establishment is under 2000 square feet.
 - (1) Full pouring license: Retail sale of distilled spirits, wine, and beer by the drink.
 - (2) Limited pouring license: Retail sale of wine or malt beverages by the drink.

STATE OF GEORGIA
CITY OF DUNWOODY

ORDINANCE 2012-XX-XX

- (3) Limited pouring license: Retail sale of wine and malt beverages by the drink.
- (4) Brewpub: See definition in section 4-2
- (b) The application shall be accompanied by the requisite fee in an amount as set by resolution of the city council, which amount shall remain in effect until modified or amended by subsequent resolution adopted by the city council. Sunday sales may be made, upon payment of an additional fee, as set by resolution of the city council, provided the licensee otherwise meets the qualifying requirements for Sunday sales. Service from more than one bar at a licensed location may be made upon payment of an additional fee per bar, as set by resolution of the city council.

Section 2: Alcohol Beverages, Chapter 4 of the City of Dunwoody Code, Article VII (Requirements for Consumption On-The Premises Licenses), Section 4-193 (Carry-out of alcoholic beverage unlawful), is hereby amended as follows:

- (a) All alcohol beverages sold or otherwise dispensed by consumption on the premises licensees shall be consumed only on the licensed premises except as provided herein. Except beer or malt beverages in an air tight container sealed by the licensee or as permitted pursuant to O.C.G.A. § 3-6-4, it shall be unlawful for any person to remove from the licensed premises any alcohol beverages sold for consumption on the premises. The licensee shall be responsible for ensuring that no person so removes any alcohol beverages from the premises in any type of container, except as permitted herein.
- (b) It shall be unlawful for any person purchasing alcohol beverages for consumption on the premises to leave the premises without paying for such alcohol beverages.

Section 3: This Amendment shall become effective immediately upon its adoption by the City Council, and incorporated into the Code of the City of Dunwoody, Georgia. This Amendment hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this _____ day of _____, 2012.

Approved:

Mike Davis, Mayor

STATE OF GEORGIA
CITY OF DUNWOODY

ORDINANCE 2012-XX-XX

ATTEST:

Approved as to Form and Content:

Sharon Lowery, City Clerk (Seal)

Brian Anderson, City Attorney

**STATE OF GEORGIA
CITY OF DUNWOODY**

RESOLUTION 2012-03-XX

**A RESOLUTION TO APPOINT NEW MEMBERS FOR THE SUSTAINABILITY
COMMISSION FOR THE CITY OF DUNWOODY, GEORGIA**

- WHEREAS,** the City of Dunwoody is authorized by the City Charter to create boards, commissions and authorities as the Mayor and City Council deem necessary; and
- WHEREAS,** Resolution 2008-12-31 created the Sustainability Commission for the City of Dunwoody, GA; and
- WHEREAS,** the Sustainability Commission continues to pursue certification by the Atlanta Regional Commission under their Green Communities program; and
- WHEREAS,** Resolution 2009-10-56 established terms for each member of the Sustainability Commission; and
- WHEREAS,** Debbie Gordon and David Southerland were previously appointed as members of the Sustainability Commission to two year terms, expiring December 31, 2011, both such members are seeking reappointment to the Sustainability Commission, and the City Council wishes to reappoint both members to the Sustainability Commission for additional two year terms expiring December 31, 2013; and
- WHEREAS,** Connie Morrelle, Joe Seconder, and Bobbi Sedam were previously appointed as members of the Sustainability Commission to three year terms expiring December 31, 2011, all such members are seeking reappointment to the Sustainability Commission, and the City Council wishes to reappoint all such members to the Sustainability Commission for additional three year terms expiring December 31, 2014; and
- WHEREAS,** Elizabeth Hudson was previously appointed as a member of the Sustainability Commission to a three year term expiring December 31, 2011, she is not seeking reappointment, and the City Council wishes to fill said vacancy by appointing Lee Peterson as a member of the Sustainability Commission for a three year term expiring December 31, 2014; and
- WHEREAS,** the position occupied by Su Ellis as a member of the Sustainability Commission has become vacant prior to the expiration of the term, which is December 31, 2012, and the City Council wishes to fill said vacancy by appointing Iris Callaway as a member of the Sustainability Commission for the remainder of said term; and
- WHEREAS,** the position occupied by Linda Shulin as a member of the Sustainability Commission has become vacant prior to the expiration of the term, which is December 31, 2012, and the City Council wishes to fill said vacancy by appointing Keith Dyche as a member of the Sustainability Commission for the remainder of said term; and

WHEREAS, this Resolution shall become effective upon its adoption.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Dunwoody while in regular session on March 26, 2012 at 7:00 pm, that Debbie Gordon, David Southerland, Connie Morrelle, Joe Seconder, Bobbi Sedam, Lee Peterson, Iris Callaway, and Keith Dyche are appointed as members of the Sustainability Commission for the designated terms.

Approved:

Michael G. Davis, Mayor

Attest:

Sharon Lowery, City Clerk

(SEAL)