



SANDY SPRINGS

GEORGIA

CITY COUNCIL

Rusty Paul, Mayor

John Paulson – District 1

Steve Soteres – District 2

Chris Burnett – District 3

Jody Reichel – District 4

Tibby DeJulio – District 5

Andy Bauman – District 6

Tuesday, June 15, 2021

Regular Meeting

Following Work Session

The June 15, 2021 City Council Meetings will be held in person in the Studio Theatre at Sandy Springs City Hall (1 Galambos Way, Sandy Springs, GA 30328).

Live-stream:	Public Meeting Portal (CivicClerk): https://sandyspringsga.civicclerk.com Zoom Webinar: http://spr.gs/2021mcc3
Teleconference:	Phone: (646) 558-8656 Webinar ID: 818 0837 1065
Public Comment:	http://spr.gs/publiccomment

I. Call to Order - Mayor Rusty Paul

II. Roll Call and General Announcements - City Clerk

III. Pledge of Allegiance - Mayor Rusty Paul

IV. Public Comment

V. Approval of Meeting Agenda

VI. Consent Agenda

- A. **2021-177** Meeting Minutes
June 1, 2021 Work Session
June 1, 2021 Regular Meeting

VII. Presentations

VIII. Public Hearing

- A. **2021-178** Request for Mayor and City Council Consideration of RZ21-0002 (6096 Barfield Road), Request for a Zoning Map Amendment (Rezoning) from OX-3 (Office Mixed Use, 3 Stories Maximum Height) to PR-3 (Perimeter Residential, 3 Stories Maximum Height)

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

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(Presented by Alexandra Horst, Planner III)

- B. **2021-179** Request for Mayor and City Council Consideration of TA21-0001, an Ordinance to Amend the Following Development Code Division: Div. 9.2. State Waters Buffer Protection

(Presented by Catherine Mercier-Baggett, Sustainability Manager)

- C. **2021-180** Request for Mayor and City Council Consideration of TA21-0003, An Ordinance to Amend the Following Technical Manual Section: Section 1 - Landscape, Tree and Buffer Submittal Plans and Planting Standards

(Presented by Catherine Mercier-Baggett, Sustainability Manager)

- D. **2021-181** Request for Mayor and City Council consideration of TA21-0002, An Ordinance to amend the following Development Code Article and Division:
Art. 7. Use Provisions
Div. 11.5. Other Permits

(Presented by Matthew Anspach, Senior Planner)

- E. **2021-182** Second Public Hearing on FY2022 Budget and Adoption

(Presented by Andrea Surratt, City Manager)

IX. New Business

- A. **2021-183** Request for Mayor and City Council Consideration of the Approval of Insurance Coverage for the City and to Authorize the City Manager to Execute Documentation Effectuating the Same

(Presented by Andrea Surratt, City Manager)

- B. **2021-184** Request for Mayor and City Council Consideration of a Resolution to Accept the Real Property Purchase and Sale Agreement for Properties Located at North Island Ferry Road (Tax Parcel # 06-0365- LL-0098, 06-0365- LL-0080) and an Ordinance to Authorize Amending the FY 2021 Budget to Transfer Funds from Impact Fee Fund to Capital Projects Fund of the City of Sandy Springs

(Presented by Michael Perry, Director of Recreation and Parks)

- C. **2021-185** Request for Mayor and City Council to Approve a Resolution Authorizing the City Manager and the City Attorney to Negotiate a Change Order with Sprinturf, LLC for Additional Services to the Hammond Park Turf Field Project ("Project"); to Authorize the City Manager to Execute the Change Order; and to Authorize an Ordinance to Amend the FY 2021 Budget to Provide Additional Funding for the Project

(Presented by Michael Perry, Director of Recreation and Parks)

- D. **2021-186** Request for Mayor and City Council Consideration of a Budget Amendment to

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Amend the FY 2021 Budget to Conduct a City Springs City-Owned Property Analysis

(Presented by Kristin Smith, Assistant City Manager)

- E. **2021-172** Request for Mayor and City Council Consideration of a Resolution to Approve a Contract Award with SD & C, Inc., to Construct 4721 Dudley Lane Sidewalk Repair Project, T6016-2, and to Authorize the City Manager to Execute the Contract
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- F. **2021-187** Request for Mayor and City Council Consideration of a Resolution of the City Council of Sandy Springs, Georgia Approving an Intergovernmental Agreement by and between Fulton County and All of the Cities Within It (Exception of City of Atlanta) for Use and Distribution of Proceeds Generated by the 2021 Transportation Special Purpose Local Option Sales Tax Referendum; Authorizing the Mayor of the City of Sandy Springs to Execute the Intergovernmental on Behalf of the City of Sandy Springs; Repealing Prior Resolutions in Conflict; And For Other Purposes
(Presented by William H. Martin Jr., AIA, Public Works Director)
- G. **2021-188** Request for Mayor and City Council Consideration of Acceptance of a Remediation Agreement and Temporary Easement on Property Located in Land Lot 119 of the 17th District, City of Sandy Springs, Fulton County, Georgia, Parcel No. 17011900010399
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- H. **2021-189** Request for Mayor and City Council Consideration of a Resolution to Approve Contract Award to Pond and Company for the Design of the Mid-Block Crossing on Roswell Road at the North Fulton Government Annex and to Authorize the City Attorney and City Manager to Negotiate and Execute the Contract
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- I. **2021-190** Request for Mayor and City Council Consideration of Resolution to Authorize Change Order 2, Amending the Contract for Construction Services with Construction 57, Inc., for Roswell Road (CDBG) Sidewalk Improvement Project (“Project”), (Phase 1), T0033-7, and to Authorize the City Manager to Execute Change Order 2
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- J. **2021-191** Request for Mayor and City Council Consideration of Purchase and Sale Agreement for Property Located at 633 Lorell Terrace NE (Tax Parcel # 17-0071-0006-014-3), Sandy Springs, Georgia on the TS-193 Project
(Presented by William H. Martin Jr., AIA, Public Works Director)

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- K. **2021-192** Request for Mayor and City Council Consideration of Acceptance of a Purchase and Sale Agreement for Property Located at 576 Hammond Drive (Tax Parcel # 17-0071-0003-059-1), City of Sandy Springs, Georgia on the TS-193 Project
(Presented by William H. Martin Jr., AIA, Public Works Director)
- L. **2021-193** Request for Mayor and City Council to Approve an Ordinance Amending the FY2021 Budget and a Resolution to Authorize Contract Award to Tri Scapes, Inc. to Perform the Veteran's Park Interim Improvements Project ("Project"); to Authorize the City Manager and the City Attorney to Negotiate a Contract for the Project; to Authorize the City Manager to Execute the Contract; and for Other Purposes
(Presented by David Wells, Deputy City Manager)

X. Reports

- A. **2021-194** Mayor and Council Report
- B. **2021-195** Staff Reports
1. April 2021 Unaudited Financials

XI. Executive Session - Litigation

XII. Adjournment

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P&Z STAFF REPORT

Mayor and City Council Meeting, June 15, 2021

Case: **RZ21-0002 – 6096 Barfield Road**
Staff Contact: Alexandra Horst (AHorst@SandySpringsga.gov)
Report Date: June 1, 2021

REQUEST

Request for a Zoning Map Amendment (Rezoning) from OX-3 (Office Mixed Use, 3 stories maximum height) to PR-3 (Perimeter Residential, 3 stories maximum height).

APPLICANT

Property Owner: Keel Funds Barfield LLC (contact: Chris Carlton)	Petitioner: PEG Extended Stay Conversion Fund LP (contact: Jeremy Endicott)	Representatives: Jessica Hill and Henry Bailey
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SUMMARY

The Applicant requests a Zoning Map Amendment (Rezoning) of 6096 Barfield Road from the OX-3 District to the PR-3 District. The Applicant proposes to repurpose the existing executive suites hotel into multi-unit residences while keeping the present number of buildings and units the same. Units would be adaptively reused, repaired, and renovated; landscaping, amenity space, and common areas would be updated; and no new construction would occur.

RECOMMENDATIONS

Planning Commission (May 19, 2021)

Following Staff's presentation on RZ21-0002, the Petitioner's Representative spoke and requested a change to Staff's recommended Condition to apply only to the repurposing of what is existing on site. A member of the Applicant team then spoke about the proposed development.

The President of the Sandy Springs Council of Neighborhoods (SSCN) spoke in support of the proposed Zoning Map Amendment (Rezoning). A neighboring property owner, representing the Autumn Chace Homeowner's Association, expressed general support for the proposed Rezoning, with some concerns. She requested conditions include to require installation of two (2) vehicular entry gates and conformance with the survey.

An adjacent property manager spoke in opposition to the proposed Rezoning, indicating concern about residents parking on that site and walking to the subject property. He wished for a fence to be installed between the properties.

Discussion about fencing ensued.

The Petitioner's Representative indicated that the Applicant would be amenable to gating but not to the Rezoning being conditioned to the survey nor to installation of a fence between the subject property and the adjacent office complex.

The Vice Chair of the Planning Commission asked about the number of residents that would live in the residential units, parking, and real estate closing. There were discussions about the existing legal nonconforming status of the subject property and the Land Use Restriction Agreement (LURA), to be written and signed, should the proposed Rezoning be approved. The LURA would run with the land. There were also discussions about the proposed condition recommended by Staff and proposed rents.

Motion

Commissioner Settles moved to recommend **Approval** of Zoning Map Amendment (Rezoning) RZ21-0002 **with Staff's recommended Condition:** To provide a minimum of 20% of the rental multi-unit residential units as workforce housing at a rate of 80% Area Median Income (AMI) or less, ensured upon a 20-year Land Use Restriction Agreement (LURA), to be written and signed. Commissioner Nickles seconded the motion. There were further discussions about the LURA, Staff's recommended condition, gating, fencing, and workforce housing. All Members present (Commissioner King was absent) voted in favor of the motion, and it passed.

(Note: In regard to the discussion about vehicular entry gates, gated public or private streets are not allowed.)

Department of Community Development

Staff recommends **Approval with a Condition** of **Zoning Map Amendment (Rezoning)** RZ21-0002.

MATERIALS SUBMITTED AND REVIEWED

Materials:

1. "Avia Lofts Sandy Springs: 6096 BARFIELD RD, ATLANTA, GA," prepared by PEG COMPANIES, dated February 2021, received February 24, 2021
2. Application, received March 2 and March 30, 2021

Plans:

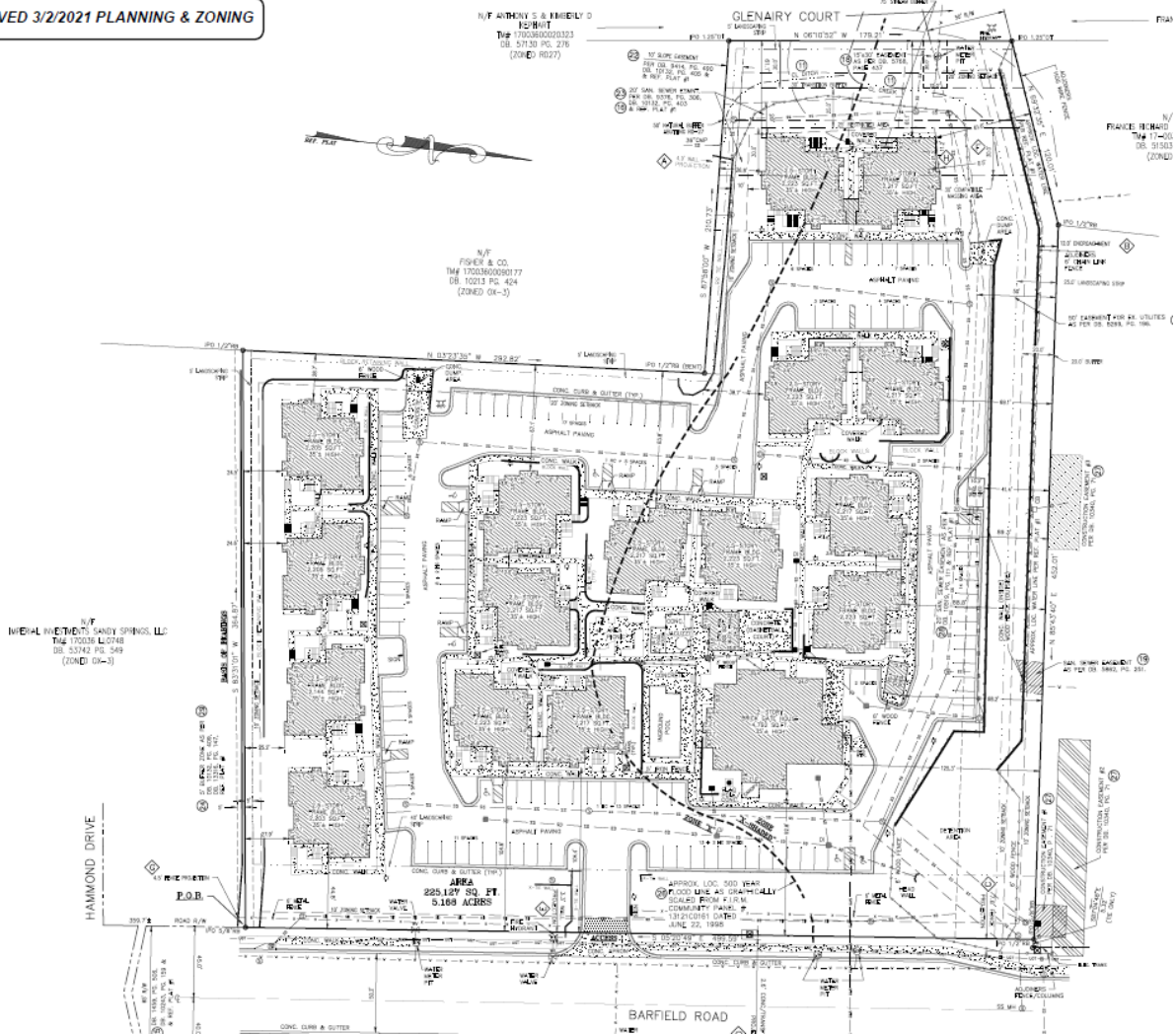
1. "ALTA/NSPS LAND TITLE SURVEY FOR PEG COMPANIES," prepared by Site Design, Inc., signed and sealed by Thomas A. Sherard, P.L.S., dated February 16, 2021, received March 2, 2021

PROPERTY INFORMATION	
Location:	6096 Barfield Road (Parcel # 17 0036 LL0755)
Council District:	3 – Chris Burnett
Road frontage:	Approximately 499.80 feet of frontage on Barfield Road; Approximately 53.50 feet on Glenairy Court (not frontage)
Acreage:	Approximately 5.17 acres
Current Zoning: Existing Land Use:	OX-3 (Office Mixed Use, 3 stories maximum height) Executive Suites Hotel
Character Area:	Perimeter Center

PROCESS			
Initial Community Meeting (CMI): February 22, 2021	Second Community Meeting (CMII): March 24, 2021	Planning Commission Hearing: May 19, 2021	Mayor and City Council Hearing: June 15, 2021

EXISTING CONDITIONS SURVEY (received March 2, 2021)
(full size Existing Conditions Survey in Package)

RECEIVED 3/2/2021 PLANNING & ZONING



PROPOSED DEVELOPMENT

6096 Barfield Road is currently in the OX-3 District but the Perimeter Center Character Area. Thus, no Comprehensive Plan Character Area Map Amendment is required prior to a Zoning Map Amendment (Rezoning) application. During The Next Ten planning process, the City preemptively designated the subject parcel, as well as 750 & 800 Hammond Drive and properties to the west of Barfield Road, as Perimeter Center.

The 5.17-acre subject property is currently developed with an executive suites hotel, the Hawthorn Suites by Wyndham Atlanta Perimeter Center, including 17 buildings, a pool, sport court, and other features and improvements. According to the Fulton County Tax Assessors, the improvements were built in 1987. The Applicant states that there are 128 hotel rooms (96 studios and 32 two-bedroom units) on site. Recent Tripadvisor Traveler Reviews on the Hawthorn Suites Hawthorn Suites by Wyndham Atlanta Perimeter Center webpage from March and April 2021 are all negative, with comments such as, “This was the worst experience of my life,” “Needs upgrade and cleaning,” “Worst hotel I’ve ever stayed in!,” “Room was filthy!!!,” “Worst Experience,” and “Very disappointed.”

The Applicant proposes to repurpose the executive suites hotel into Class B multi-unit residences, keeping the existing number of buildings and units the same. Units would be adaptively reused, repaired, and renovated, landscaping, amenity space, and common areas would be updated, and no new construction would occur. There would be 128 units, 96 of which would be studio, and 32 of which would have two (2) bedrooms, with rents expected to be in the range of \$1,000-\$1,250 per month. The Workforce Housing Income Limits and Maximums, as provided by the U.S. Department of Housing and Urban Development (HUD) for 2021, at 80% of the Fulton County Area Median Income (AMI) for people living in Efficiency and Two (2) Bedroom Units, are \$1,208 and \$1,552, respectively. Thus, the Applicant’s proposal accurately constitutes workforce housing.

Per the Applicant, “If the Zoning Map Amendment is approved, the existing hotel will be renovated, keeping the same number and configuration of units. No new construction is proposed. The building exteriors will be refreshed and repaired. Landscaping will be updated. The amenity and common areas, which include a fitness center, pool and lounge and picnic areas, will be refreshed and upgraded. The building interiors will be renovated to add new flooring, updated cabinets, lighting and paint and washer and dryer units.” In regard to parking, there are currently 139 vehicle parking spaces on site. There is no minimum number of vehicle parking spaces required in Perimeter Center, but the maximum for multi-unit residential is 1.1 vehicle parking spaces per bedroom. For 160 bedrooms in 128 units, the vehicle parking maximum equals 176 parking spaces, which the Applicant does not exceed.

It should be noted that a site plan is not required for a Zoning Map Amendment. The goal with Rezoning is to consider the appropriateness of the proposed change in regards to the potential allowed uses within the proposed zoning district, rather than the specifics of a future development.

The following images show the existing conditions of and around 6096 Barfield Road.











The following image shows the adjacent Westbury Square single unit attached residences beyond the fence.



The following image shows the adjacent Sheraton Atlanta Perimeter North Hotel beyond the wall.



The following shows the buildings at the adjacent 750 Hammond Drive, beyond the trees and landscaping.

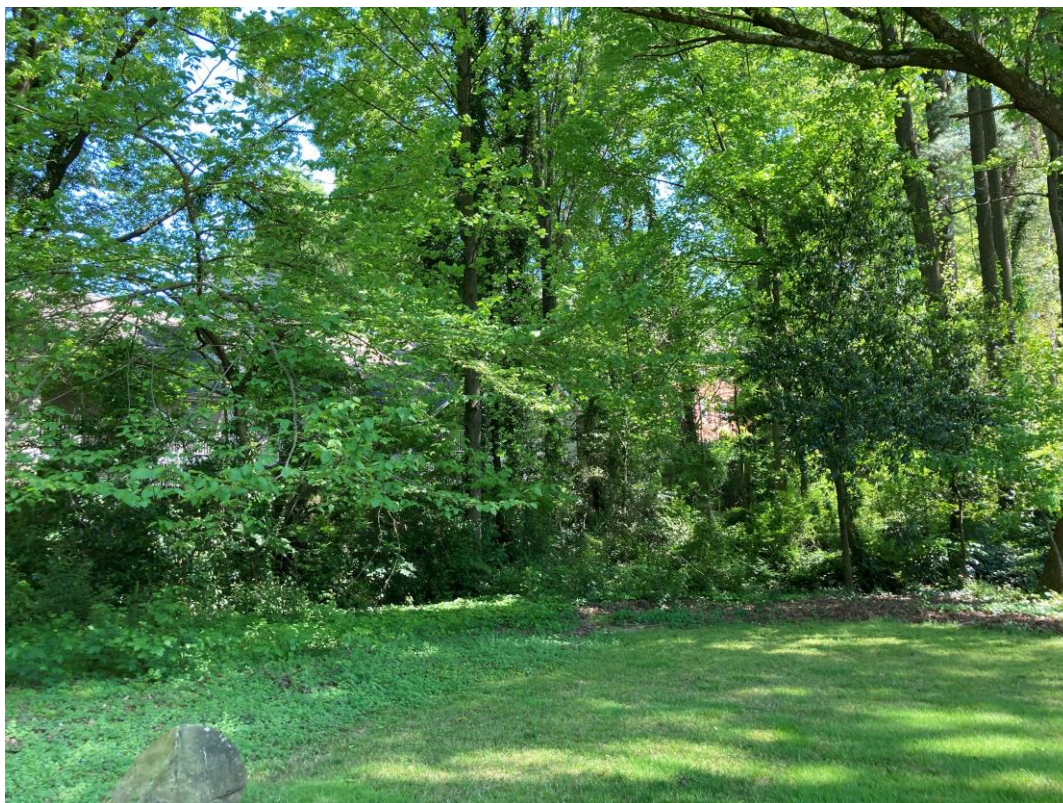


The following image is from the adjacent Westbury Square, looking towards the subject property.



The following three images are from Glenairy Court where it dead ends into subject property. 733 Glenairy Court, immediately adjacent to the subject property, was on the market for \$1,649,900 and is under contract.





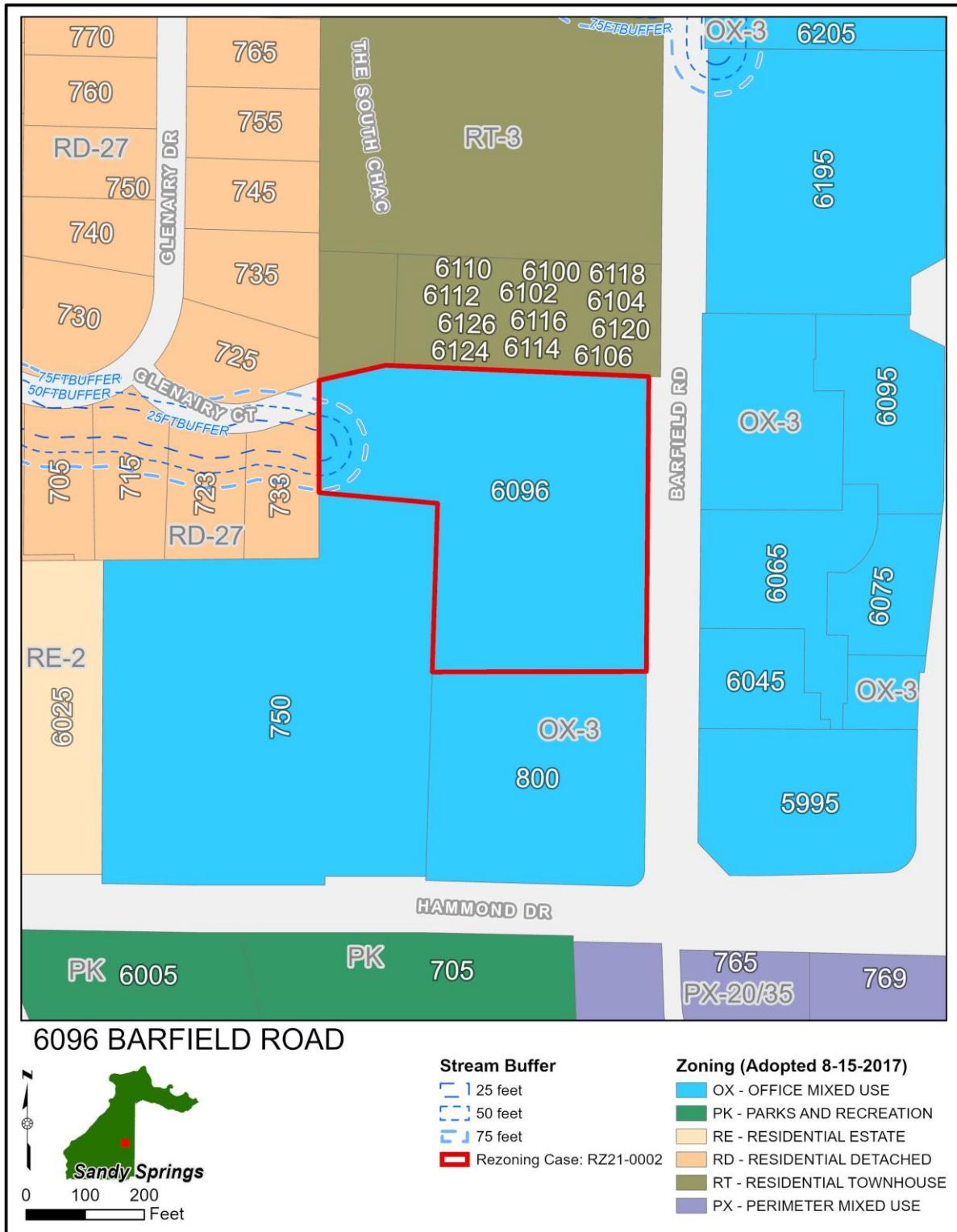
(All photographs by Alexandra Horst, April 18, 2021)

EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
Northwest / North	RT-3 / Undeveloped	0 Barfield Road (Parcel # 17 0036 LL0441)	0.60
North / Northeast	RT-3 / Single Unit Attached Residences	6100-6128 Barfield Road (Westbury Square)	1.96
Northeast / East	OX-3 / Office, Medical	6085 Barfield Road	1.69
East	OX-3 / Office	6065 Barfield Road	1.52
East / Southeast	OX-3 / Office, Medical	6045 Barfield Road	0.73
South	OX-3 / Hotel, Office	800 Hammond Drive	2.96
South / Southwest / West	OX-3 / Office, Medical, Personal Service	750 Hammond Drive	7.44
West	RD-27 / Single Unit Detached Residence	733 Glenairy Court	0.67
PROPOSED DEVELOPMENT			
--	PR-3 / Multi-Unit Residences	6096 Barfield Road	5.37

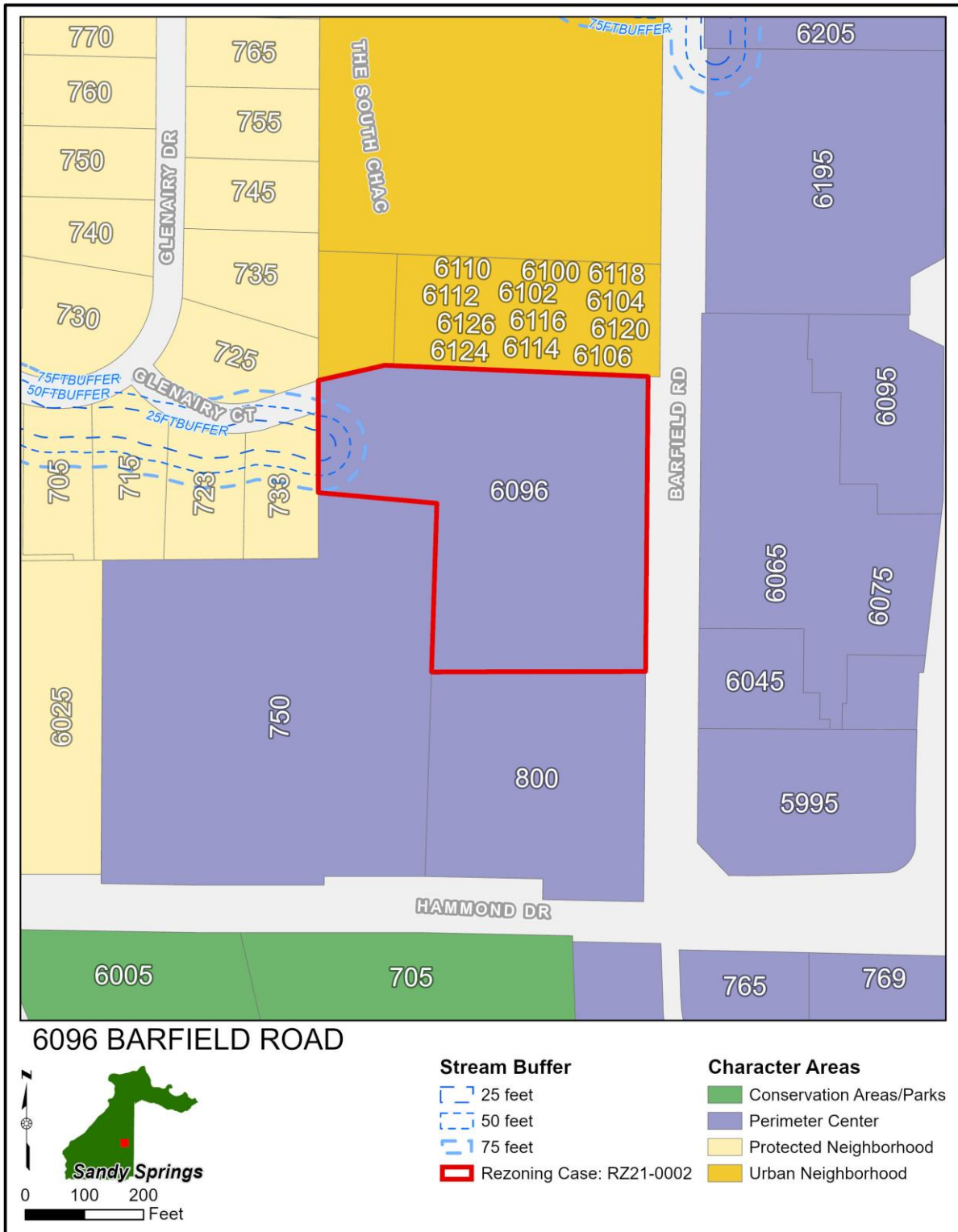
AERIAL IMAGE



ZONING MAP



CHARACTER AREA MAP



ZONING MAP AMENDMENT (REZONING) CONSIDERATIONS

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

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

Finding: The proposed Zoning Map Amendment does not correct an error. However, during The Next Ten planning process, the City preemptively designated the subject parcel, as well as 750 & 800 Hammond Drive and properties to the west of Barfield Road, as Perimeter Center, even though they are in the OX-3 District. Therefore, the Rezoning would remedy the inconsistency between the zoning district and Character Area for 6096 Barfield Road, as the PR-3 District is a Perimeter Center District. Among the Perimeter Center Districts, Perimeter Residential (PR-) is the least intensive and more restrictive in terms of allowed uses than are PX- and PM-. PR- is intended for residential living in attached single unit and multi-unit residences.

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

Finding: The proposed Zoning Map Amendment substantially conforms with The Next Ten Comprehensive Plan. The Next Ten prioritizes a balanced community, increased supply of housing and housing choices, workforce and mixed income housing, new housing in mixed use areas, quality of place, and a transformed Perimeter Center “into a vibrant, human-scaled and connected live-work district...This should include integration of residential uses,...” all of which the Rezoning would do. The Perimeter Center Character Area is described as “transitioning over time to include a greater mix of land uses, more housing options,...” including multifamily residential. Thus, the proposed Rezoning is consistent with the vision of The Next Ten.

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

Finding: The proposed Zoning Map Amendment conforms with the purpose and intent of the Development Code. The purpose of the Development Code is to guide the City’s future growth in alignment with the vision set forth by The Next Ten. The Development Code was created to help foster more predictable development results and a higher-quality public realm. The Development Code is intended to encourage reinvestment, mixed use redevelopment, and diverse housing options, all of which the proposed Rezoning would do.

4. *The Zoning Map Amendment will reinforce the existing or planned character of the area.*

Finding: The proposed Zoning Map Amendment will reinforce the existing and planned character of the area. During The Next Ten planning process, the City preemptively designated the subject parcel, as well as 750 & 800 Hammond Drive and properties to the west of Barfield Road, as part of the Perimeter Center Character Area. Therefore, the Rezoning would remedy the inconsistency between the zoning district and Character Area for 6096 Barfield Road, as the PR-3 District is a Perimeter Center District.

5. *The subject property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties.*

Finding: The subject property is appropriate for allowed uses in PR-, including multi-unit residential. This area contains a mix of zoning districts.

6. *There are substantial reasons why the property must not be used according to the existing zoning.*

Finding: There are not substantial reasons why the subject properties must not be used according to the existing zoning.

7. *There is a need for the proposed use at the proposed location.*

Finding: Based on the vision for Perimeter Center outlined in The Next Ten, there is a need for the proposed use at the proposed location. The Applicant requests a Zoning Map Amendment (Rezoning) from OX-3 to PR-3 to repurpose the existing executive suites hotel on site into multi-unit residences, which would increase housing supply and choices, a stated goal of The Next Ten.

8. *The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.*

Finding: Staff does not anticipate substantial changes in the ability of the City and other service providers to provide sufficient public facilities and services and to maintain sufficient levels of service to existing development. According to the City Engineer, the proposed use does not trigger a traffic study. See Comments from Other Parties below and the Package for more information.

9. *The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management, wildlife and vegetation.*

Finding: Though there is some hydrology in the area, the proposed Zoning Map Amendment would not likely impact the natural environment more than it is currently impacted. The Applicant proposes only to repurpose the existing executive suites hotel on site into multi-unit residences.

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

Finding: Staff does not anticipate that the proposed Zoning Map Amendment would have a substantial adverse impact on properties in the vicinity of the subject property. In fact, it may be beneficial for the area for the existing executive suites hotel on site, which garners negative comments, to be repurposed into multi-unit residences.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

No comment provided.

Sandy Springs Transportation Engineer:

No comment provided.

Sandy Springs City Engineer:

No comment provided.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

No comment provided.

Sandy Springs Sustainability Manager:

The repurposing of an existing building falls in line with sustainable development.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

No issues with Rezoning; however, Applicant should be aware that the proposed change in use of the building/complex can, and probably will, trigger upgrades to the building and complex. This could include retrofit of sprinkler systems, fire alarm systems, addition of additional hydrants on site, etc.

MARTA:

No comment provided.

Fulton County Schools:

Comments provided. See Package.

Fulton County Board of Health:

No comment provided.

Fulton County Public Services and Utilities:

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest a final finding by the commenter. All projects, if approved, are required to complete the City of Sandy Springs and the Fulton County Plan Review process prior to the commencement of any construction activity.

WATER AND WASTEWATER (SEWER):**WATER:**

Anticipated water demand: 270 gallons per day (gpd) per apartment unit x 128 multi-unit housing units = **34,560** gallons per day (gpd). Note: This is a conversion of an existing Residence Inn extended stay hotel into multi-unit housing.

This project is within the City of Atlanta water jurisdiction.

SEWER:

Basin: Nancy Creek

Treatment Plant: Plant: R.M. Clayton (City of Atlanta)

Anticipated sewer demand: **31,104** gallons per day

There are fourteen wastewater manholes within the property boundaries of the 5.37 acre tract (6096 Barfield Road) (sewer manholes # **SMNC1312780** to # **SMNC1312100**) along an 8 inch sanitary sewer line located in Land Lot **36**, District **17** that can service this development.

Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon application of permits. Please contact the Department of Public Works for more information.

PUBLIC PARTICIPATIONCommunity Meeting I

There were approximately 27 in-person and virtual attendees, including the Applicant team, the President of the Sandy Springs Council of Neighborhoods (SSCN), and a reporter at the Initial Community Meeting on February 22, 2021, held both in person and virtually. Questions and topics discussed included the proposed project, similar projects done by the Applicant, workforce housing, the subject property, the proposed multi-unit residences and operations, etc.

Community Meeting II

There were approximately 23 in-person and virtual attendees, including the Applicant team and the President of SSCN at the Second Community Meeting on March 24, 2021, held both in person and virtually. Questions and topics discussed included the proposed project, survey, property, nearby communities, noise, security, parking, property management, etc. The Applicant team and attendees discussed scheduling a site walk.

(Note: Though attendees advocated for a vehicular entry gate, gated public or private streets are not allowed.)

Correspondence Received

Some nearby property owners and an adjacent property manager submitted public comments about the proposed Zoning Map Amendment in writing. Concerns regarded rental units, decreased property values, increased crime and traffic, setbacks, fencing and parking on and maintenance of the subject property, noise, and the dead end of Glenairy Court into the subject property. Requests regarded keeping the existing use on site, a site walk, fencing, gating, maintenance, planting, and lighting and noise limitations. The adjacent property manager's and some nearby property owners' comments were in opposition to the proposed Zoning Map Amendment.

There was additional correspondence about a site walk.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION
Following review, and based on the findings, Staff recommends Approval with a Condition of Zoning Map Amendment (Rezoning) RZ21-0002, request for a Zoning Map Amendment (Rezoning) from OX-3 (Office Mixed Use, 3 stories maximum height) to PR-3 (Perimeter Residential, 3 stories maximum height), subject to the following condition: 1. To provide a minimum of 20% of the rental multi-unit residential units as workforce housing at a rate of 80% Area Median Income (AMI) or less, ensured upon a 20-year Land Use Restriction Agreement (LURA), to be written and signed.



Avia Lofts Sandy Springs

6096 BARFIELD RD, ATLANTA, GA

February 2021





Firm Overview

FROM HUMBLE BEGINNINGS

From a homegrown startup to a sophisticated commercial real estate development and investment firm. PEG earned its respected reputation over the course of many years by refining its way of doing business. PEG crafts sophisticated, contemporary properties by preserving the resourceful thinking and homegrown values that shaped founder Cameron Gunter's upbringing on a dairy farm in Southern Idaho. Despite PEG's continued present-day expansion and national recognition, the principles of Gunter's farm life heritage continue to influence many of PEG's processes, including day-to-day operations, decisions around strategic growth, and how PEG partners with the communities where it builds.

RECEIVED 2/24/2021 PLANNING & ZONING



HIGHLIGHTS

PEG Capital Partners is the investment management arm of PEG Companies (“PEG”), a diversified real estate services platform specializing in opportunistic and value-add strategies since 2003.



RECEIVED 2/24/2021 PLANNING & ZONING

Experience Highlights

\$1.2B

Real Estate Developed

7.2M

Total Square Feet

4,939

Hospitality Keys

2,836

Multifamily Units

19

States/Provinces Entered

BROAD NETWORK OF PARTNERS

Successful projects stem from strong relationships. PEG Companies focuses on implementing early and constant collaboration with its valued partners at all levels. PEG's unique advantages include its leadership team's significant insight into city planning and entitlement processes; strong relationships with industry and community partners; and a strategic combination of acquisition, rehabilitation, and development capabilities. These advantages have enabled PEG to produce attractive returns for investors over long periods of time.



REPUTATION FOR EXCELLENCE



Milagro Apartments
Salt Lake City, Utah



AC Hotel by Marriott
Salt Lake City, Utah



Hoopes Vision Office
Draper, Utah

2019

NAIOP Utah Developer of the Year
Honoring CEO Cameron Gunter

2019

CCIM Excellence Finalist
Developer of the Year

2019

CCIM Specialty Project of the Year
AC Hotel by Marriott Salt Lake City

2018

Associated Builders & Contractors
Excellence in Construction Award
Village on Main Street

2018

Best Project by Marriott
Courtyard by Marriott Prince George

2017

CCIM Excellence Finalist
Developer of the Year

2016

INT'L Interior Design Association's
Best Interior Designer Award
Wilmington Flats

2016

CCIM Excellence Finalist
Developer of the Year

2016

Hyatt Developer of the Year
Hyatt Place Park City

2012

Associated Builders & Contractors
Excellence in Construction Award
Sienna Villas Apartments

2010

Provo City Mayor's Award
Zion Bank Regional Financial Center

A PEG STRATEGY SINCE 2018

Since 2018, PEG has been acquiring well-located, first-generation extended stay hotels for potential conversion into Class B apartments. PEG currently owns and operates 13 of these extended stay hotels across the US with an additional two properties under contract.

PEG Portfolio – Conversion Properties

Residence Inn	Smyrna, GA	Conversion Asset
Residence Inn	Sacramento, CA	Conversion Asset
Residence Inn	Santa Fe, NM	Conversion Asset
Residence Inn	St. Louis, MO	Conversion Asset
Residence Inn	Chicago, IL	Conversion Asset
Residence Inn	St. Petersburg, FL	Conversion Asset
Residence Inn	Boston, MA	Conversion Asset
Residence Inn	Atlanta, GA	Conversion Asset
Residence Inn	Boulder, CO	Conversion Asset
Residence Inn	Dallas, TX	Conversion Asset
Residence Inn	Philadelphia, PA	Conversion Asset
Hawthorn Suites	Kissimmee, FL	Conversion Asset
Residence Inn	Buffalo, NY	Conversion Asset
Habitat Suites	Austin, TX	Conversion Asset
Hawthorn Suites	Overland Park, KS	Conversion Asset
Cloverleaf Suites	Overland Park, KS	Conversion Asset





Hawthorn Suites by Wyndham Atlanta Perimeter Center

PROPOSED ZONING CHANGE

PEG Companies proposes the rezone of the Hawthorn Suites Atlanta Perimeter Center hotel. The property was originally built as a Generation 1 Residence Inn by Marriott but has since been down flagged to a Hawthorn Suites. PEG plans to renovate the property and convert the use from hospitality to multi unit housing. After reviewing the comprehensive plan of the city, PEG has decided to apply for the PR-3 zoning.

Current zoning: OX-3: Office Mixed Use

- 3 stories maximum height

Proposed zoning: PR-3: Perimeter Residential

- 3 stories maximum height



NEIGHBORHOOD BENEFITS

- Infusion of private investment
- Refreshed landscaping & exteriors
- Reduces crime in the area
- Minimizes the risk of property going vacant
- Provides workforce housing (nurses, firefighters, police officers, etc.)
- Occupants will be residents that pass a background and credit check rather than transient hotel guests



RECENT REVIEWS OF HAWTHORN SUITES ATLANTA PERIMETER

Recent Reviews:

D9319VKbeatriza

Trip type:
Business

VERY BAD EXPERIENCE!!!

●○○○○○ Feb 11, 2021

Very bad experience! The room had not been cleaned, the bed was noticeable that it had not been changed and only the covers were stretched, it smelled of messy grime,... [more »](#)

Amytravelswithwes
Surgoinville,
Tennessee

Trip type:
Business

Sh-t show.

●○○○○○ Jan 18, 2021

The staff partied in the room above us. The music was blaring at 5am. My husband went to pack the car. He passed a guy coming from the room upstairs.... [more »](#)

S7735businesstravel
Carrollton, Georgia

Trip type:
Business

Horrible and getting worse! Stay elsewhere!

●○○○○○ Jan 13, 2021

I have stayed at this property several times, and each time got worse. It is in a terrible state of disrepair, dirty, and run down. Additionally, every time I stayed,... [more »](#)

jabrank37
Candler, North
Carolina

Horrible place

●○○○○○ Jan 11, 2021

Horrible place. Disgusting, food and spoons underneath mattress, tv didn't work. No towels or toilet paper. We left immediately to another hotel. Customer service was rude. Never even made an... [more »](#)

AmeriCaz
Atlanta, Georgia

Trip type:
Couples

Low Standards

●○○○○○ Dec 16, 2020

Not a well-maintained property. We checked out early as we just couldn't bear to stay any longer. Property looked good online but the room was filthy, especially the flooring, mattress... [more »](#)

FLOOR PLAN EXAMPLES

Marriott Residence Inn – First Generation*

Studio – 490 SF



Marriott Residence Inn – First Generation*

1 BR – 790 SF



*The floor plans above are only general examples of an extended stay layout

EXPECTED UPDATES

- **Exteriors**
 - Refresh landscaping
 - Paint exteriors
 - Fix siding
 - Update signage
- **Amenity and Common Area Upgrades**
 - Upgrade fitness center
 - Add remote working spaces
 - Add resident lounge area
 - Replace grills and picnic areas
 - Clean spa and pool area
- **Renovate Interiors**
 - New flooring
 - Update kitchen cabinets
 - Add washer/dryer units
 - Update lighting
 - Repaint



CURRENT EXTERIOR PHOTOS



CURRENT EXTERIOR PHOTOS

RECEIVED 2/24/2021 PLANNING & ZONING



CURRENT LANDSCAPING

RECEIVED 2/24/2021 PLANNING & ZONING



KITCHEN

RECEIVED 2/24/2021 PLANNING & ZONING



LIVING ROOM



Studio Living Room

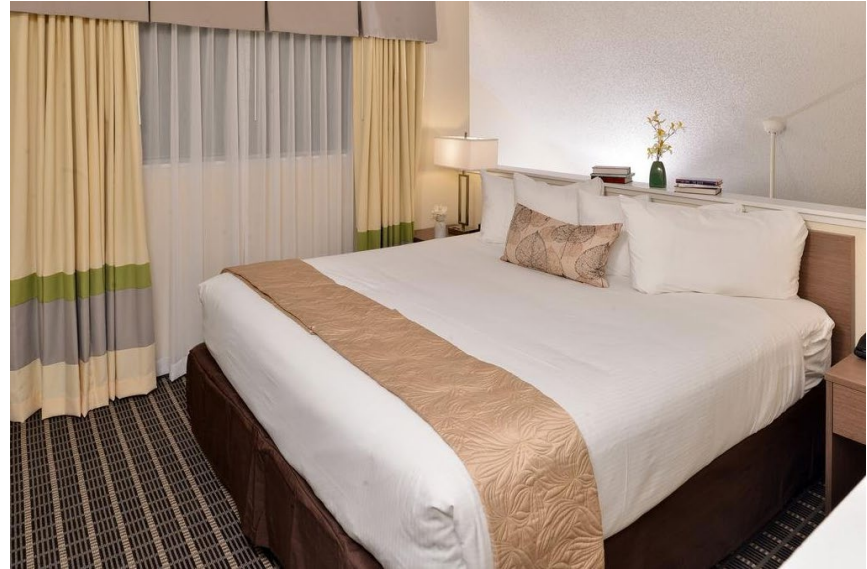


Two-bedroom Living Room

BEDROOM



Twin Studio Bedroom & Living Space



Two Bedroom Loft Bedroom

BATHROOM





Comparable Property Renovation



KITCHEN EXISTING & RENDERINGS

RECEIVED 2/24/2021 PLANNING & ZONING



LIVING ROOM EXISTING & RENDERINGS



BEDROOM EXITING & RENDERING

RECEIVED 2/24/2021 PLANNING & ZONING



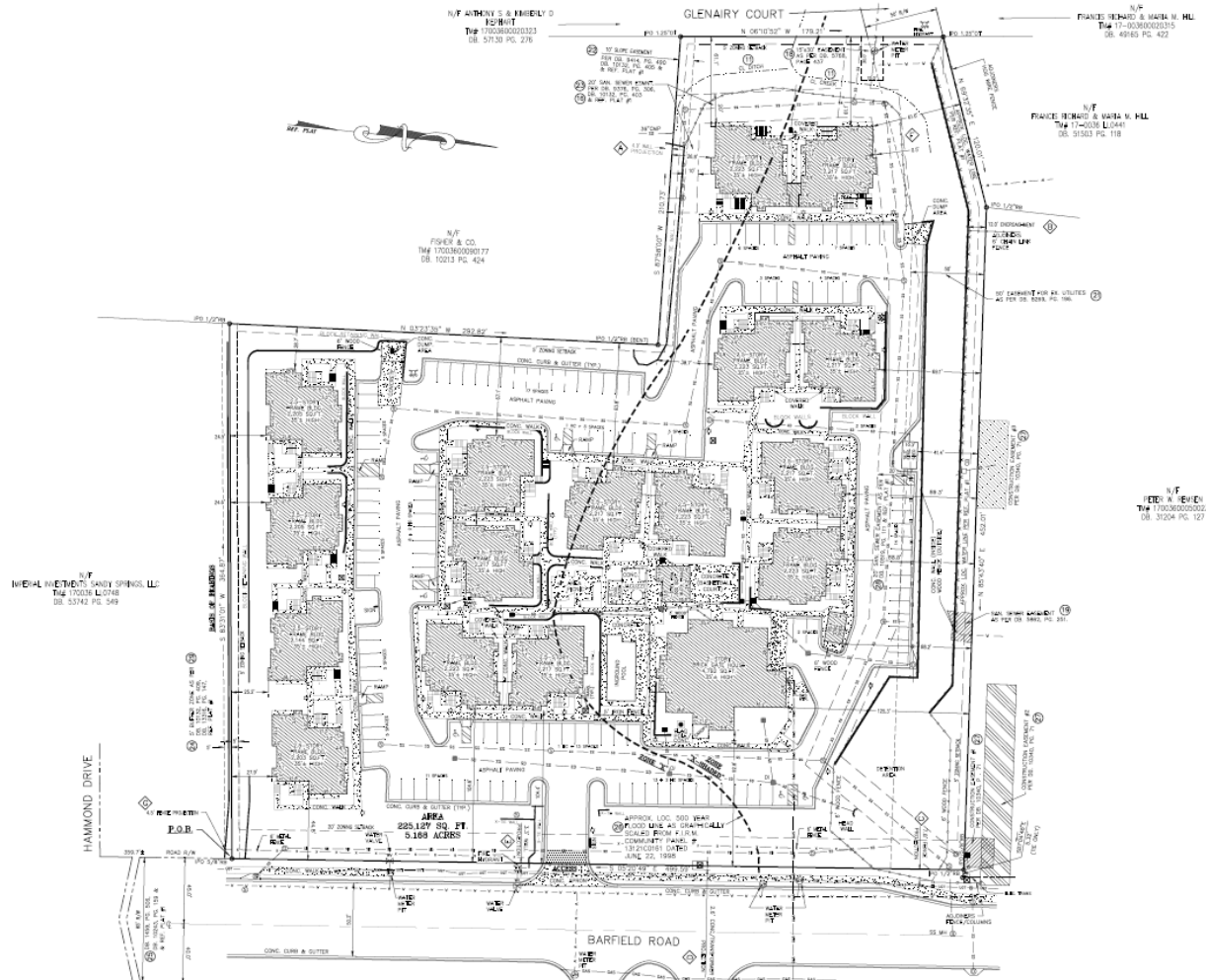
BATHROOM EXISTING & RENDERINGS

RECEIVED 2/24/2021 PLANNING & ZONING



UPDATED SITE PLAN

RECEIVED 2/24/2021 PLANNING & ZONING







SANDY SPRINGS™
GEORGIA

Case No.: RZ21-0002

Planner's initials: **AH**

APPLICATION

ZONING MAP AMENDMENT (REZONING) & CONDITIONAL USE PERMIT

Application Checklist:

Page No.	Item	Completed/ Included in Submittal
2	Project Information Sheet	☐
3-6	Detailed Process and Instructions	N/A
7	Application Form	☐
8-10	Authorization and Disclosure Forms	☐
11	Letter of Intent	☐
11	Zoning Impact Analysis	☐ or N/A ☐
11-12	Conditional Use Analysis	☐ or N/A ☐
12	Traffic Impact Study	☐ or N/A ☐
12	Development of Regional Impact	☐ or N/A ☐
12	Chattahoochee River Corridor Certificate	☐ or N/A ☐
12-13	8½" x 11" copy of Survey	☐
12-13	8½" x 11" copy of Site Plan	☐ or N/A ☐
12-13	11" x 17" copy of Survey	☐
12-13	11" x 17" copy of Site Plan	☐ or N/A ☐
12-13	Two (2) full-scale copies of Survey	☐
12-13	Two (2) full-scale copies of Site Plan	☐ or N/A ☐
12	8½" x 11" copy of Legal Description (must be in Word format)	☐
	11" x 17" copy of Elevations and/or Sections	☐ or N/A ☐
14	Meeting Schedule	N/A
15	Fee Schedule	N/A
15	Fee Payment	☐
16	Sign Specifications	N/A
17	Sign-In Sheet Template	N/A
4	Summary of and Sign-In Sheet Completed at CMI	☐
	All documents in electronic form (email)	☐

The Director reserves the right to request additional information deemed necessary to analyze the request. Incomplete applications will not be accepted.

Planner's initials: **AH**



SANDY SPRINGS™
GEORGIA

Case No.: RZ21-0002
Planner's initials: AH

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 6096 Barfield Road NE	
	Parcel Tax ID(s): 17-0036-LL-075-5	
	Total acreage: 5.17 acres	Council District: 3
	Current zoning: OX-3	Current use: Extended Stay Hotel
	Character Area: Perimeter Center	

APPLICATION	Purpose of the Application: Zoning Map Amendment - Perimeter Residential-3 (PR-3)		
	Check all that apply:		
	☒ Zoning Map Amendment (Rezoning)	☐ Conditional Use Permit	
	Detailed request: Petitioner seeks to rezone the property from OX-3 to Perimeter Center - 3 to accommodate the adaptive re-use of the property from the current extended stay hotel into multi-unit housing. The existing buildings will remain and no additional units will be added.		
	Petitioner: PEG Extended Stay Conversion Fund LP		
	Petitioner's address: 180 N University Avenue #200, Provo, UT 84601		
	Attn: Jeremy Endicott		
Phone:		Email:	

OWNER	Property owner: Keel Funds Barfield, LLC	
	Owner's address: 3715 Northside Pkwy, Building 100, Suite 300, Atlanta, Georgia 30327	
	Phone:	Email:
	Signature (authorizing initiation of the process): <i>[Signature]</i>	
	If the property is under contract, provide a copy of the contract	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date: 1/25/2021	Anticipated Application date: 3/2/2021
CMI date, time, and location: 2/22/2021 at 6PM at Atlanta Marriott Perimeter Center, 246 Perimeter Center Parkway NE, Atlanta, GA 30346 With Zoom/Call-In option	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	



SANDY SPRINGS™
GEORGIA

Case No.: RZ21-0002
Planner's initials: **AH**

APPLICATION FORM

APPLICATION	Purpose of the Application: Zoning Map Amendment from OX-3 to Perimeter Residential-3 (PR-3)
	Check all that apply: ☒ Zoning Map Amendment (Rezoning) ☐ Conditional Use Permit
	Detailed request: Petitioner seeks to rezone the the property from OX-3 to Perimeter Residential-3 (PR-3) to accommodate the adaptive re-use of the property from the current extended stay hotel into mult-unit housing. The existing buildings will remain and no additional units will be added.

COMMUNITY MEETING I REPORT	Date and location of CMI: February 22, 2021 at 246 Perimeter Center Parkway, NE, Atl, GA 30346.
	Beginning time: 6:00PM End time: 7:00PM
	Summary of concerns discussed: See attached summary.
	Does the Application address the concerns discussed at the CMI? ☒ Yes ☐ No
	Explain: See attached responses.

- TO BE FILLED OUT BY P&Z STAFF -

Application date: 3/2/2021	Tentative Planning Commission date: 5/19/2021
CMI date and time: 3/24/2021, 6:00 PM	Tentative Mayor and City Council date: 6/15/2021
OFFICIAL REQUEST (FOR PUBLICATION):	
Request for a Zoning Map Amendment (Rezoning) from OX-3 to PR-3	

ZM21-002 - CM1 Issues and Responses

February 22, 2021

What are the expected monthly rental rates?

Response: \$1,000-\$1,250

When are you planning to start this project?

Response: As soon as zoning is complete.

What is a "Class B" apartment product?

Response: Apartment class is an industry term. Descriptions can be found online, however, generally they are older properties that are well maintained and offered at a more attainable price point than new construction.

What are the planned length of leases?

Response: A 12 month lease is standard, however, leases may be as few as 8 months and as long as 16 months depending on the circumstance.

What are plans for on site security?

Response: There will not be an on site security guard. In the event crime is an issue in the area, this may be reassessed.

Will washers and dryers be provided in each unit?

Response: Yes.

Would you be allowing children to live in an apartment or is this age restricted?

Response: The community will not be age restricted.

How will you avoid students?

Response: It is unlikely that students will meet the income requirements to rent a unit.

What are the income and credit requirements?

Response: PEG will follow up with the property management company and provide in the second neighborhood meeting.

How will you prevent 5 people living in a studio?

Response: The leases will include limits on the number of occupants.

Does the rent include all utilities?

Response: No, utilities are not included.

Will a property manager live on site?

Response: No.

How does your company manage the property and address tenant defaults?

Response: The property management company will operate the property as an apartment complex. There will be one full time property manager and a full time maintenance supervisor.

Are pets allowed?

Response: Yes.

Will you lease only to individuals or will leases also be accommodated to organizations for use by employees or the people they serve?

Response: Leases will be entered with individuals.

Do you buy and hold properties or are you looking to renovate and flip this property?

Response: The property is being acquired using a fund with a life of at least seven years. Whether the property is sold after conversion will depend on the market.

Autumn Chace Questions

1. What is PEG Companies experience with this type of project?

Response: PEG has acquired 13 of these extended stay hotels across the US intended for conversion based on when their franchise flags expire. Two of these extended stay hotels are located in North Atlanta.

2. What is the status of PEG Companies similar purchases of the Buckhead and Smyrna properties?

Response: The rezone has been completed in Buckhead. Construction is expected to begin in the next few years. The hotel in Smyrna has a few years left on the franchise flag. The entitlement process will begin nearer to the end of the Marriott flag life.

3. Has the property already been purchased or is the sale contingent upon the rezoning application being approved?

Response: The property has not been purchased yet.

4. What Class of apartments are planned (A/B/C)? And are all planned to be of the same Class or will there be a mix?

Response: All Class B.

5. Please confirm the number of units and type of units (studio, 2 bedrooms).

Response: 128 units – 96 Studios and 32 Two Bedrooms

6. When would renovations begin and when would units begin to be occupied?

Response: Addressed above.

7. Please describe the planned renovations to exterior and interior.

Response: Please see the slides presented at the neighborhood meeting and published by the city of Sandy Springs regarding this property.

8. How will the units be furnished? Please describe.

Response: Using the existing furniture on the property.

9. What is your target market and target rental range?

Response: We are targeting workforce housing.

10. There are already many brand new apartments in close proximity on Hammond Drive/Peachtree Dunwoody Road as well as Abernathy Road/Barfield Road. What is the compelling rental value proposition for people to select this property vs. one of the newer apartment complexes?

Response: These are not new apartment and would not compete with Class A housing like mentioned.

11. What steps will PEG Companies take to ensure that this apartment complex will not become problematic for this property and the surrounding community like when it was temporarily attempted to shift to a rental community in 2014?

Response: The illegal use of this property as student housing in the past is a different scenario. Our property management company operates class A and B multifamily across the US. Due to income, credit and criminal history requirements in the lease application, we do not expect a similar situation to occur on this property.

12. Your Application stated that this would be a "long-term lease" community- does this mean a minimum 1 year initial lease term? What are your lease terms?

Response: Already addressed.

13. Is there a full perimeter fence?

Response: Yes but there is not a gate.

14. Will the community be gated?

Response: The current plans do not anticipate one.

15. Who will manage the property? How will it be managed?

Response: PEG Property Group. It will be managed as a typical apartment complex.

16. Will there be 24 hour on-site security?

Response: Already addressed.

17. Can the 'thresholds' for what PEG Companies accepts for the Background Checks and Credit Checks be shared? Are all renters subject to the same reviews and thresholds, regardless of lease term?

Response: Already addressed. Yes all renters are required to sign a lease and qualify based on the same terms.

18. Who has PEG Companies worked with on the rezoning application from the City of Sandy Springs? (first, last names)

Response: Alexandra Horst.



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AUTHORIZATION FORM – PART I

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

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name: Keel Funds Barfield, LLC	Sworn and subscribed before me this <u>2nd</u> day of <u>March</u> 20 <u>21</u> Notary public: <u>Stacy Emerine</u> Seal: Commission expires: <u>01-23-2025</u>
Address: 3715 Northside Pkwy, Building 100, Suite 300	
City, State, Zip Code: Atlanta, Georgia 30327	
Email address: [REDACTED]	
Phone number: [REDACTED]	
Owner's signature: <u>[Signature]</u> , Mgr.	

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

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

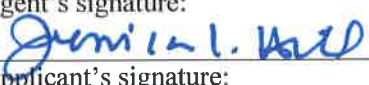
Applicant states under oath that:	
☐ He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or ☒ He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or ☐ He/she has an estate of years which permits the Applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name: PEG Extended Stay Conversion Fund LP	Sworn and subscribed before me this <u>15th</u> day of <u>March</u> 20 <u>21</u> Notary public: <u>Stacy Emerine</u> Seal: Commission expires: <u>01-23-2025</u>
Company name: Same as Applicant	
Address: 180 N University Avenue #200	
City, State, Zip Code: Provo, UT 84601	
Email address: [REDACTED]	
Phone number: [REDACTED]	
Applicant's signature: <u>[Signature]</u>	

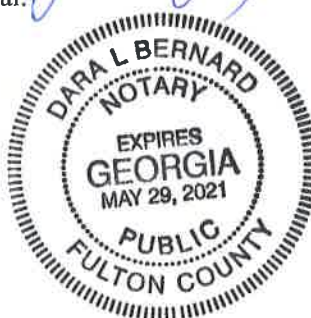


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GEORGIA

AUTHORIZATION FORM – PART II

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

Agent's name: Jessica Hill, Esq. or Henry Bailey, Esq.
Company: Morris, Manning & Martin, LLP
Address: 3343 Peachtree Road, N.E., Suite 1600
City, State, Zip Code: Atlanta, Georgia 30326
Email address: jhill@mmmlaw.com or hbailey@mmmlaw.com
Phone number: 404-233-7000
Agent's signature: 
Applicant's signature: See attached

Sworn and subscribed before me this
<u>10</u> th day of <u>February</u> 20 <u>21</u>
Notary public: 
Seal: 
Commission expires:



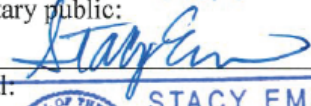
SANDY SPRINGS™

GEORGIA

AUTHORIZATION FORM – PART II

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

Agent's name: Jessica Hill, Esq. or Henry Bailey, Esq.	
Company: Morris, Manning & Martin, LLP	
Address: 3343 Peachtree Road, N.E., Suite 1600	
City, State, Zip Code: Atlanta, Georgia 30326	
Email address: jhill@mmmlaw.com or hbailey@mmmlaw.com	
Phone number: 404-233-7000	
Agent's signature:	See attached
Applicant's signature:	

Sworn and subscribed before me this	
1 st day of	March 20 21
Notary public:	
	
Seal:	
Commission expires: 01-23-2025	



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DISCLOSURE OF CONTRIBUTION FORM

Within the two (2) years immediately preceding the filing of this Application, have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? ☐ Yes ☒ No

List all individuals or business entities which have an ownership interest in the property which is the subject of this Application:

N/A - Applicant does not have ownership interest

Campaign Contributions:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: Craig Dingham on behalf of PEB Extended Stay Conversion Fund LP

Signature: 

Date: 3/1/2021

Note: Each party involved in the Application must sign an individual copy of this form.



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GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

Within the two (2) years immediately preceding the filing of this Application, have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? ☐ Yes ☒ No

List all individuals or business entities which have an ownership interest in the property which is the subject of this Application:

Campaign Contributions:			
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: <i>Chris Pariten</i>
Signature: <i>[Signature]</i> Date: <i>3/2/2021</i>

Note: Each party involved in the Application must sign an individual copy of this form.



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GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

Within the two (2) years immediately preceding the filing of this Application, have you made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council? ☐ Yes ☒ No

List all individuals or business entities which have an ownership interest in the property which is the subject of this Application:

N/A - Execution on behalf of Applicant attorney

Campaign Contributions:			
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name: Jessica Hill on behalf of Melvin Manning, Martin LLP
Signature: Jessica L. Hill Date: 2/10/21

Note: Each party involved in the Application must sign an individual copy of this form.



March 1, 2021

Jessica L. Hill
404-504-7754
jhill@mmmlaw.com
www.mmmlaw.com

City of Sandy Springs
c/o Planning and Zoning Division
1 Galambos Way
Sandy Springs, Georgia 30328

Re: RZ21-0002 – 6096 Barfield Road Letter of Intent for Zoning Map Amendment

To Whom It May Concern:

This Zoning Map Amendment application requests the change in zoning of a 5.17 acre property from OX-3 to PR-3 to accommodate the adaptive reuse of the existing buildings for multi-unit housing. The property was originally developed as a Residence Inn in the 1980s and is currently operating as a Hawthorn Suites extended stay hotel. There are 128 existing hotel rooms which consist of 96 studios and 32 two bedroom units with full kitchens. If the Zoning Map Amendment is approved, the existing hotel will be renovated, keeping the same number and configuration of units. No new construction is proposed. The building exteriors will be refreshed and repaired. Landscaping will be updated. The amenity and common areas, which include a fitness center, pool and lounge and picnic areas, will be refreshed and upgraded. The building interiors will be renovated to add new flooring, updated cabinets, lighting and paint and add washer and dryer units.

Best,

Jessica L. Hill

Zoning Impact Analysis

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

The proposed Zoning Map Amendment meets the challenge of changing facts with respect to the property and the immediate area. Due to the pandemic, the hospitality industry has been adversely impacted. In many instances, this adverse impact has resulted in a pivot away from hospitality uses, like the one currently operating on the property. This Zoning Map Amendment allows for the property to meet the challenge of the fact that hospitality uses are transitioning to alternate uses.

Even with the recent diminishment in value of properties improved with hospitality uses, the value of the subject property and its ongoing operation is still significantly higher than other properties in the area being sold for redevelopment. The current value of the current operation the property will limit the potential for a redevelopment of the property as currently zoned.

More broadly, the property is located near the intersection of Barfield Road and Hammond Drive. Beginning immediately north of the subject property and continuing up to Mt. Vernon Hwy, the entire west side of Barfield Road contains residential uses. The east side of Barfield Road is nearly all office or commercial space. The proposed Zoning Map Amendment, would be aligned with the current development fabric in the area by allowing the adaptive re-use of the extended stay hotel to a less transient multi-unit project. If approved, with the exception of the Sheraton Hotel at the corner of Barfield and Hammond, the entire west side of Barfield Road would be residential use. This creates a transition of intensity moving east to west from Barfield Road to the single-family neighborhoods located west of the property.

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

The proposed Zoning Map Amendment to Perimeter Residential-3 (PR-3) substantially conforms with the Comprehensive Plan. The property has a Perimeter Center character area designation within the Comprehensive Plan. The Perimeter Center designation has the stated intent and purpose of creating “live-work” environments by providing housing choices that are within comfortable walking distance to transit and employment centers. The area the property is located in is just across GA-400 from the “largest employment center in the southeast” per the Comprehensive Plan. If the Zoning Map Amendment request is granted, an additional housing choice would be added to the “Hammond Node”, as such area is defined in the Comprehensive Plan.

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

The stated intent of the Development Code in Section 1.1.5 specifically accommodates the provision of standards for compatible transitions of use, building scale and height between existing

and new development. The proposal to rezone the property from OX-3 to PR-3 would downzone the property to allow for a compatible transition of use from the office and hospitality uses located to the south and east to the residential uses to the north and west. The current OX-3 zoning district permits several uses, like restaurant and retail uses that are incompatible with the residential properties to the north and west. Due to the adaptive re-use of the existing buildings and the three story height limit in the PR-3 zoning district, the change in zoning will not adversely impact building scale or height. Further, the Development Code provides for the promotion of diverse housing options along the City's major corridors and within its nodes. This Zoning Map Amendment proposal, if approved, would allow for a multi-unit development with an attainable price point to add to the existing single family and townhome uses in the Hammond Node.

4. The Zoning Map Amendment will reinforce the existing or planned character of the area.

The Zoning Map Amendment will reinforce the existing and planned character of the area. As noted above, the property is located in the Perimeter Center future land use area and is also located within the Hammond Node. The area contains several multi-unit developments along with many office and commercial uses. Further, the recreational needs of the area are supported by Hammond Park, which is immediately south of Hammond Drive. Together, the existing and planned uses, including the use proposed by this Zoning Map Amendment application, creates the live-work node that is aligned with the planned character of the area.

5. The subject property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties.

The subject property is appropriate for the development. The use and development of adjacent properties include the residential townhomes immediately north of the property; the Sheraton Hotel immediately south of the property; Hammond Park, which is located farther south immediately across Hammond Drive; office and commercial uses are located directly east across Barfield Road; and single-family residential neighborhoods are located west of the property. The proposal to downzone the property from OX-3 to PR-3 to allow a residential use on the property will provide a better transition to the residential uses to the north and west than the current zoning or use provides.

6. There are substantial reasons why the property must not be used according to the existing zoning.

The property is currently zoned OX-3, which is not directly aligned with the Comprehensive Plan for the area. The current zoning does not permit all of the types of development contemplated by the future land use plan for this area generally and specifically for the Hammond Node. The Hammond Node focuses on the creation of additional residential, hotel and some limited retail uses, complementing the multifamily residential construction already underway in the area. The stated intent of the OX-3 zoning district is for office and related commercial uses and does not

permit multi-unit uses. To achieve the intended results under the Comprehensive Plan for the area, the property would be better served by a change to a Perimeter Center zoning district, like PR-3.

7. There is a need for the proposed use at the proposed location.

There is a need for the proposed use at the proposed location considering the proximity to a significant employment center. Further, a recent study by HR&A Advisors for the City of Sandy Springs determined that there is a shortage of affordably priced housing options, both for sale and for rent, in the City of Sandy Springs. Rezoning the property to allow multi-unit housing would add a multi-unit rental option at an attainable price for the workforce within the employment center.

8. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.

The property is currently developed and is already serviced by existing facilities and infrastructure. The proposed adaptive re-use of the property will not increase the number of units on the property. The levels of service currently provided to the existing development are unlikely to be significantly impacted, if at all. Although the change from a hotel use to a residential use may have an impact on schools, the impact is expected to be minimal given that the majority of the units are studios.

9. The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management, wildlife and vegetation.

The Zoning Map Amendment will not impact the natural environment. The proposed project will only adaptively re-use the existing improvements. There will be no new construction on the property that would impact the natural environment.

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

The Zoning Map Amendment will not adversely impact property in the vicinity. In fact, the zoning map amendment will be aligned with the property in the vicinity and is likely to have a positive impact on the area. As it exists today, the property is developed with a Hawthorn Suites Extended Stay Hotel. The nature of hotel uses creates a transient population in that location with varying levels of turnover. With the proposed adaptive re-use of the property to a multi-unit development, the transient nature of the population will be reduced and the stability of the neighborhood will be enhanced. Further, the request to rezone from OX-3 to PR-3 is a downzoning of the property. OX-3 does not permit multi-unit housing but it does permit the following uses which are not allowed in the proposed PR-3 district: colleges; places of assembly; recreational facilities; adult establishments; indoor animal care; daycares; office; hotel; personal service establishments;

restaurants and retail uses. The proposed PR-3 zoning district will benefit property in the vicinity of the subject property, particularly the residentially zoned properties to the north and west.

LEGAL DESCRIPTION

ALL THAT CERTAIN, PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN LAND LOT 36 OF THE 17TH DISTRICT OF FULTON COUNTY, GEORGIA, AND BEING SHOWN AS 5.168 ACRE ACCORDING TO A PLAT OF SURVEY ENTITLED "ALTA/NSPS LAND TITLE SURVEY FOR STROME ALPHA FUND, L.P., A CALIFORNIA LIMITED PARTNERSHIP, PREPARED BY SITE DESIGN, INC. AND DATED FEBRUARY 2, 2017 WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN OLD 5/8" REBAR LOCATED ON THE WESTERN RIGHT OF WAY OF BARFIELD ROAD AND THE JOINT CORNER OF IMPERIAL INVESTMENTS SANDY SPRINGS, LLC PROPERTY, NOW OR FORMERLY, SAID IRON PIN BEING 359.7 FEET +/- FROM THE NORTHERN RIGHT OF WAY OF HAMMOND DRIVE, THENCE TURNING AND LEAVING SAID RIGHT OF WAY AND RUNNING ALONG THE IMPERIAL INVESTMENTS SANDY SPRINGS, LLC PROPERTY SOUTH 83 DEGREES 31 MINUTES 01 SECOND WEST 364.87 FEET TO AN IRON PIN OLD 1/2" REBAR LOCATED ON THE LINE OF FISHER & CO. PROPERTY, NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE FISHER & CO. LINE NORTH 03 DEGREES 23 MINUTES 35 SECONDS WEST 292.82 FEET TO AN IRON PIN OLD 1/2" REBAR (BENT), THENCE TURNING AND RUNNING SOUTH 87 DEGREES 58 MINUTES 00 SECONDS WEST 210.73 FEET TO AN IRON PIN OLD 1.25" OPEN TOP IRON PIN LOCATED ON THE LINE OF ANTHONY S & KIMBERLY D KEPHART PROPERTY, NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG SAID ANTHONY S & KIMBERLY D KEPHART PROPERTY NORTH 06 DEGREES 10 MINUTES 52 SECONDS WEST 179.21 FEET TO AN IRON PIN OLD 1.25" OPEN, SAID LINE ALSO BEING LOCATED AT THE EASTERN END OF GLENAIRY COURT, SAID PROPERTY IRON PIN BEING THE JOINT CORNER OF FRANCIS RICHARD & MARIA M HILL PROPERTY, NOW OR FORMERLY AND OTHER FRANCIS RICHARD & MARIE M HILL PROPERTY, NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG SAID OTHER FRANCIS RICHARD & MARIA M HILL PROPERTY NORTH 69 DEGREES 32 MINUTES 35 SECONDS EAST 120.01 FEET TO AN IRON PIN OLD 1/2" REBAR AT THE JOINT CORNER OF OTHER FRANCIS RICHARD & MARIA M HILL PROPERTY, NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE SAID OTHER FRANCIS RICHARD & MARIA M HILL PROPERTY NORTH 85 DEGREES 43 MINUTES 40 SECONDS EAST 452.01 FEET TO AN IRON PIN OLD 5/8" REBAR IRON PIN LOCATED ON THE WESTERN RIGHT OF WAY OF BARFIELD ROAD, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY SOUTH 05 DEGREES 20 MINUTES 49 SECONDS EAST 499.59 FEET TO THE POINT OF BEGINNING.



Date: February 5, 2021

Petitioner: PEG Extended Stay Conversion Fund LP

Subject: Notice of First Community Meeting

Case Number: Zoning Map Amendment (Rezoning) RZ21-0002

Dear Neighbor,

You are receiving this notice because you own property within 500' of 6096 Barfield Road. My company is proposing to purchase the property. We are seeking a Zoning Map Amendment (Rezoning) from OX-3 (Office Mixed Use, 3 stories maximum height) to PR-3 (Perimeter Residential, 3 stories maximum height) to renovate and repurpose the existing buildings from the current Hawthorn Suites, extended stay hotel use to a multi-unit residential development. 6096 Barfield Road is currently in the Perimeter Center Character Area.

You are invited to participate in the First Community Meeting we are hosting on February 22, 2021 at 6:00 PM at the Atlanta Marriott Perimeter Center, 246 Perimeter Center Parkway NE, Atlanta, GA 30346. You may attend in person, or join via Zoom if you prefer not to attend in person.

The Zoom meeting information is:

<https://zoom.us/j/98325253168?pwd=UnZBbHdVb1NsaXdwVnBkYmRldXhsUT09>

Meeting ID: 983 2525 3168

Passcode: 813233

One tap mobile

+19294362866,,98325253168#,,, *813233# US (New York)

+13017158592,,98325253168#,,, *813233# US (Washington, D.C.)

The purpose of this meeting is to discuss our proposed project and receive feedback from the community. This meeting is one of the first steps in the process. There will be a Second Community Meeting, to be scheduled after we file an official Application, and two (2) public hearings in the upcoming months.

Information is also posted on the City website at <http://spr.gs/rz21-0002>.

If you would like more information, feel free to contact me at [REDACTED] or [REDACTED]. I look forward to discussing with you.

Sincerely,

A handwritten signature in black ink that reads "Jeremy Endicott". The signature is fluid and cursive.

Jeremy Endicott

[REDACTED]



Certificate of Mailing — Firm

Name and Address of Sender Henry Bailey Morris, Manning & Martin, LLP 3343 Peachtree Road, NE, Suite 1600 Atlanta, Georgia 30326	TOTAL NO. of Pieces Listed by Sender 106	TOTAL NO. of Pieces Received at Post Office™	 U.S. POSTAGE PITNEY BOWES ZIP 30326 \$ 004.05 ⁰ 02 4W 0000373718 FEB. 05. 2021			
Postmaster, per (name of receiving employee)						
USPS® Tracking Number	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airline	
Firm-specific Identifier						
1.	750 HAMMOND HOLDINGS LLC [REDACTED] [REDACTED] 30328					
2.	A&R PROPERTY GROUP LLC [REDACTED] [REDACTED] 30338					
3.	A209 B216 PEACHTREE WALK LLC [REDACTED] [REDACTED] 30097					
4.	ALEXANDRA HORST, CITY OF SANDY SPRINGS 1 GALAMBOS WAY SANDY SPRINGS GA 30328					
5.	ALLEN CAROLYN W & RICHARD C [REDACTED] [REDACTED] 30328					
6.	ALLGOOD KENNETH [REDACTED] [REDACTED] 30328					
7.	ALLGOOD KENNETH H [REDACTED] [REDACTED] 30328					
8.	BAILEY CORTNEY P & CARTER ELIZABETH [REDACTED] [REDACTED] 30328					
9.	BAILEY RYAN M & ALEXANDRA [REDACTED] [REDACTED] 30328					



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RECEIVED 3/2/2021 PLANNING & ZONING

10.	BARFIELD MGT LLC [REDACTED] [REDACTED] 30327				
11.	BECK THOMAS JOHN & LINDA EDWARDS [REDACTED] [REDACTED] 30328				
12.	BENTON LOIS IRENE [REDACTED] [REDACTED] 30328				
13.	BLDG 7503 L L P [REDACTED] [REDACTED] 30328				
14.	BOURGEOIS PROPERTY HOLDINGS LLC [REDACTED] [REDACTED] 30080-6338				
15.	BOWEN THOMAS B [REDACTED] [REDACTED] 30328				
16.	BOWLES ANDREW EUGENE & BOWLES PATSY L [REDACTED] [REDACTED] 30328				
17.	BOWLES LINDA [REDACTED] [REDACTED] 30328				
18.	BRADLEY PRISCILLA & RUSSELL K [REDACTED] [REDACTED] 30328				
19.	BRYAN RICHARD KYLE [REDACTED] [REDACTED] 30328				
20.	BUCHMAN MAXINE [REDACTED] [REDACTED] 30328				
21.	BURCH LAUREN [REDACTED] [REDACTED] 30328				
22.	BURDETT BILLIE B [REDACTED] [REDACTED] 30328				
23.	CAIDWELL POPE KENTAVIOUS [REDACTED] [REDACTED] 30328				
24.	CALLS PROPERTY GROUP LLC [REDACTED] [REDACTED] 30338				

25.	CARLSON JUNE M [REDACTED] [REDACTED] 30328				
26.	CHOW LISA [REDACTED] [REDACTED] 30328-4262				
27.	CITY OF SANDY SPRINGS [REDACTED] [REDACTED] 30350				
28.	COPLIN RAYE HARRIS [REDACTED] [REDACTED] 30328				
29.	CUMMING JOHN BENJAMIN & CUMMING LISA J [REDACTED] [REDACTED] 30328				
30.	EISENSTEIN STEVEN IRA & LYNN DEBRA S [REDACTED] [REDACTED] 30328				
31.	ELLISON MICHAEL & KIVA W [REDACTED] [REDACTED] 30328				
32.	ENGLEBERT JEFFREY CLAYTON & ENGLEBERT HEATHER STEINER [REDACTED]				
33.	EUFINGER BRIAN J & EUFINGER SILVIA C [REDACTED] [REDACTED] 30328				
34.	FISHER & CO [REDACTED] [REDACTED] 30328				
35.	FISHER ALBERT CLAY [REDACTED] [REDACTED] 30328				
36.	FITE BILL G & FITE SUSAN S [REDACTED] [REDACTED] 32413				
37.	FORD ROBERT C [REDACTED] [REDACTED] 30328				
38.	FOX ANDREA N [REDACTED] [REDACTED] 30328				
39.	GEORGIA ASSN OF REALTORS INC [REDACTED] [REDACTED] 30328				



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40.	GOLDMAN ROBERT P [REDACTED] [REDACTED] 30328				
41.	HARDY HOLDINGS LLC [REDACTED] [REDACTED] 30342				
42.	HARMONY 5 HOLDINGS LLC [REDACTED] [REDACTED] 30328				
43.	HARTRAMPF HOLDINGS LLC ET AL [REDACTED] [REDACTED] 30005				
44.	HECHT ERICA H [REDACTED] [REDACTED] 30328				
45.	HENNING LLC [REDACTED] [REDACTED] 30328				
46.	HILL RICHARD FRANCIS & HILL MARIA M [REDACTED] [REDACTED] 30328-4241				
47.	HINES BARBARA R REVOCABLE TRUST [REDACTED] [REDACTED] 30328				
48.	HOFFER KATHERINE M [REDACTED] [REDACTED] 30328				
49.	IMPERIAL INVESTMENTS SANDY SPRINGS LLC [REDACTED] [REDACTED] 30092				
50.	JARVIS AARON JAMES [REDACTED] [REDACTED] 30328				
51.	KARAZUL AS JOHN [REDACTED] [REDACTED] 30328				
52.	KAY R SHIRLEY LLC [REDACTED] [REDACTED] 30075				
53.	KEEL FUNDS BARFIELD LLC [REDACTED] [REDACTED] 30066				
54.	KEPHART ANTHONY S & KEPHART KIMBERLY D [REDACTED] [REDACTED] 30328				



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55.	KERLEY EDWARD G & KATHLEEN M [REDACTED] [REDACTED] 30328				
56.	KIESSLER THOMAS J [REDACTED] [REDACTED] 30328-5596				
57.	MAIER RALF & JULIE LYNN [REDACTED] [REDACTED] 30328				
58.	MANRIQUE MARTHA [REDACTED] [REDACTED] 30328				
59.	MARCIA E BAILLIVING TRUST THE [REDACTED] [REDACTED] 30328				
60.	MATNEY VALERIE [REDACTED] [REDACTED] 30328				
61.	MAYO PERIMETER RIDGE 5 LLC [REDACTED] [REDACTED] 30328				
62.	MILLS JEFFREY SHELTON [REDACTED] [REDACTED] 30328				
63.	MOST REVEREND GREGORY JOHN MANSOUR ET AL [REDACTED]				
64.	MOYE JOSEPH SR & MOYE TERESA L [REDACTED] [REDACTED] 30328				
65.	MULAR MELISSA [REDACTED] [REDACTED] 30328-4259				
66.	MYSEN SANDRA D [REDACTED] [REDACTED] 30328				
67.	NEW DAVID [REDACTED] [REDACTED] 30328				
68.	PAIMER GARY K [REDACTED] [REDACTED] 30328				
69.	PARAGON HAMMOND INC [REDACTED] [REDACTED] 30092				



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70.	PASS ANASTASIA & JOHN ALLEN [REDACTED] [REDACTED] 30328				
71.	PASTERNAK PETER J & HILTON THOMAS O [REDACTED] [REDACTED] 30328				
72.	PERIMETER RIDGE OFFICE BUILDING 16 LLC [REDACTED] [REDACTED] 30328				
73.	PIEDMONT DEVELOPMENTS & INVESTMENTS LLC [REDACTED] [REDACTED] 30621				
74.	R F ABERNETHY PROPERTIES LLC [REDACTED] [REDACTED] 30328				
75.	RADCLIFF PATTI K [REDACTED] [REDACTED] 30328				
76.	REAL ESTATE BUILDING 4 LLC [REDACTED] [REDACTED] 30342				
77.	REAL ESTATE SEVENTY FIVE ZERO LLC [REDACTED] [REDACTED] 30342				
78.	REAMS RUSSELL STEPHEN JR [REDACTED] [REDACTED] 30328				
79.	REMSFN PETER W [REDACTED] [REDACTED] 30328				
80.	RONDA SMITH [REDACTED] [REDACTED] 30328				
81.	ROSS LINDA [REDACTED] [REDACTED] 30328				
82.	RUBENSTEIN ALAN S & JOAN R [REDACTED] [REDACTED] 30328-4257				
83.	SANDERS MYNA [REDACTED] [REDACTED] 30328				
84.	SCHNEIDERMAN BARBARA LONG [REDACTED] [REDACTED] 30328				



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85.	SHENWEI HOLDINGS LLC [REDACTED] 30068				
86.	SILVERBOARD SUSAN [REDACTED] 30328				
87.	SMITH DAVID JOHN & SMITH LORETTA BELL [REDACTED] 30328				
88.	SMITH SHERRI N [REDACTED] 30328				
89.	STACHLER ROBERT E II & REAVES KIMBERLY P [REDACTED] 30328				
90.	STELLA JOSEPH BENJAMIN & VOLANTE STELLA BARBARA [REDACTED]				
91.	STEPHEN ERIC MALONE REVOCABLE LIVING TR THE [REDACTED] 30328				
92.	TACIK LAURIE R [REDACTED] 30328				
93.	TAI WINDS PROPERTIES LLC [REDACTED] 30328				
94.	TEG HAMMOND LLC [REDACTED] 30328				
95.	THE ALVIN AND MARGIE GREENBERG JOINT AND SURVIVOR INSURANCE TRUST THE [REDACTED]				
96.	TRAN THI ANH PHUONG & LE TUNG LAM [REDACTED] 30328				
97.	UUKAONI EDWARD [REDACTED] 30328				
98.	UKEN KIMBERLY C [REDACTED] 30328				
99.	VAIDES SANDRA T [REDACTED] 30328				



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100.	VAN NORDEN MELODY K [REDACTED] 30328				
101.	VINING ELSIE [REDACTED] 30328				
102.	WALENCIAK MATTHEW E & LINDSAY A [REDACTED] 30328				
103.	WARREN TRACY RYAN & DAVID R [REDACTED] 30328				
104.	WEINMAN REBECCA C & RICHARD A [REDACTED] 30328				
105.	WILLIAMS DOUGLAS J & CAROL J [REDACTED] 30328				
106.	WOLTERS JAMES A [REDACTED] 30328				



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Case RZ21-0002 – Community Meeting I
2/22/2021 at 6 PM at
Atlanta Marriott Perimeter Center
246 Perimeter Center Parkway, NE
Atlanta, GA 30346
With Zoom/Call-in option

[illegible]

ZOOM DIGITAL SIGN IN SHEET				
First Name	Last Name	Email	Registration Time	Approval Status
Keri	New		2/22/2021 17:54	approved
Linda	Edwards		2/22/2021 11:56	approved
David	Cawley		2/22/2021 15:14	approved
Mike E			2/22/2021 17:22	approved
Erik Van Name			2/22/2021 17:58	approved
Bob	Pepalis		2/22/2021 18:01	approved
Andrea	Fox		2/22/2021 17:52	approved
Alex	Murphy		2/22/2021 17:22	approved
Doug			2/22/2021 18:13	approved
Marcy	Cohen		2/22/2021 17:22	approved
raye			2/22/2021 17:55	approved
Jeanne Bourgeois			2/22/2021 18:07	approved
Rob	Stein		2/22/2021 8:36	approved
Russell	Reams		2/22/2021 17:57	approved
Melissa	Mular		2/21/2021 20:23	approved
Tony	Kephart		2/22/2021 18:00	approved
Brad	Gold		2/22/2021 17:29	approved
Tommy	Bowen		2/22/2021 17:59	approved

Jessica L. Hill

From: Amsberry, Jon <JAmsberry@SandySpringsga.gov>
Sent: Thursday, February 04, 2021 6:53 AM
To: Jessica L. Hill; Anspach, Matthew; Horst, Alexandra
Subject: Re: trip generation [MMM-mmmdms1.37648.141071]

CAUTION: External Email.

Ms. Hill,

Based on the 10th Edition of the ITE Trip Generation Manual, each use as described in your email would generate the following trips:

128 Room Suites Hotel (ITE #311)

Daily Trips: 4.46/unit x 128 units = 571 Daily Trips

Peak Hour Trips (PM Peak): 0.60 /unit x 128 units = 77 Peak Hour Trips

128 Mid-Rise Multifamily Units (ITE #221)

Daily Trips: 5.49 / unit x 128 = 703 trips

Peak Hour (PM Peak): 0.44/unit x 128 units = 56 Peak Hour Trips

As such, your request as detailed in your email, does not trigger a traffic study.

Thank you.

Jon Amsberry, PE, CFM, MS4CECI

City Engineer

City of Sandy Springs

Phone: 770.206.1514 | Cell: 470.363.9519

1 Galambos Way, Sandy Springs, Georgia 30328

SandySpringsGA.gov | [Facebook.com/SandySpringsGA](https://www.facebook.com/SandySpringsGA) | [Twitter.com/SandySpringsGA](https://twitter.com/SandySpringsGA)

City Springs - CitySprings.com | [Facebook.com/CitySprings](https://www.facebook.com/CitySprings) | [Twitter.com/CitySprings](https://twitter.com/CitySprings) | [Instagram.com/VisitCitySprings](https://www.instagram.com/VisitCitySprings)

City Hall is located at 1 Galambos Way, Sandy Sprngs, Ga. 30328. The United States Postal Service (USPS) recognizes Sandy Springs as a legal mailing address. Residents and Businesses should use Sandy Springs in their mailing address. For business, to avoid confusion with adjacent cities and ensure proper sales tax application, please include "Sandy Springs" as the city in your business address and on websites.

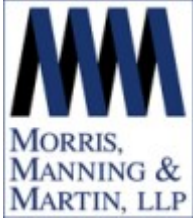
From: Jessica L. Hill <jhill@mmmlaw.com>
Sent: Wednesday, February 3, 2021 4:14:37 PM
To: Amsberry, Jon
Subject: trip generation [MMM-mmmdms1.37648.141071]

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

Mr. Amsberry,

I am working with an applicant in a proposed rezoning of 6096 Barfield Road (current Hawthorn Suites). The proposal would retrofit the existing 128 hotel suites into 128 multifamily units (96 studio and 32 two bedrooms). Would you be able to confirm whether the proposal generates 100 or more trips during the peak hour? I am trying to confirm if the zoning amendment application requires a traffic study.

Thank you for your assistance.



Jessica L. Hill

Partner

Direct: 404-504-7754

jhill@mmmlaw.com

1600 Atlanta Financial Center

3343 Peachtree Road, NE

Atlanta, GA 30326

mmmlaw.com



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AVIA Lofts Sandy Springs

6096 BARFIELD RD, ATLANTA, GA

March 2021



PROPOSED ZONING CHANGE

RECEIVED 3/30/2021 PLANNING & ZONING

PEG Companies proposes the rezone of the Hawthorn Suites Atlanta Perimeter Center hotel. The property was originally built as a Generation 1 Residence Inn by Marriott but has since been down flagged to a Hawthorn Suites. PEG plans to renovate the property and convert the use from hospitality to multi unit housing. After reviewing the comprehensive plan of the city, PEG has decided to apply for the PR-3 zoning.

Current zoning: OX-3: Office Mixed Use

- 3 stories maximum height

Proposed zoning: PR-3: Perimeter Residential

- 3 stories maximum height



NEIGHBORHOOD BENEFITS

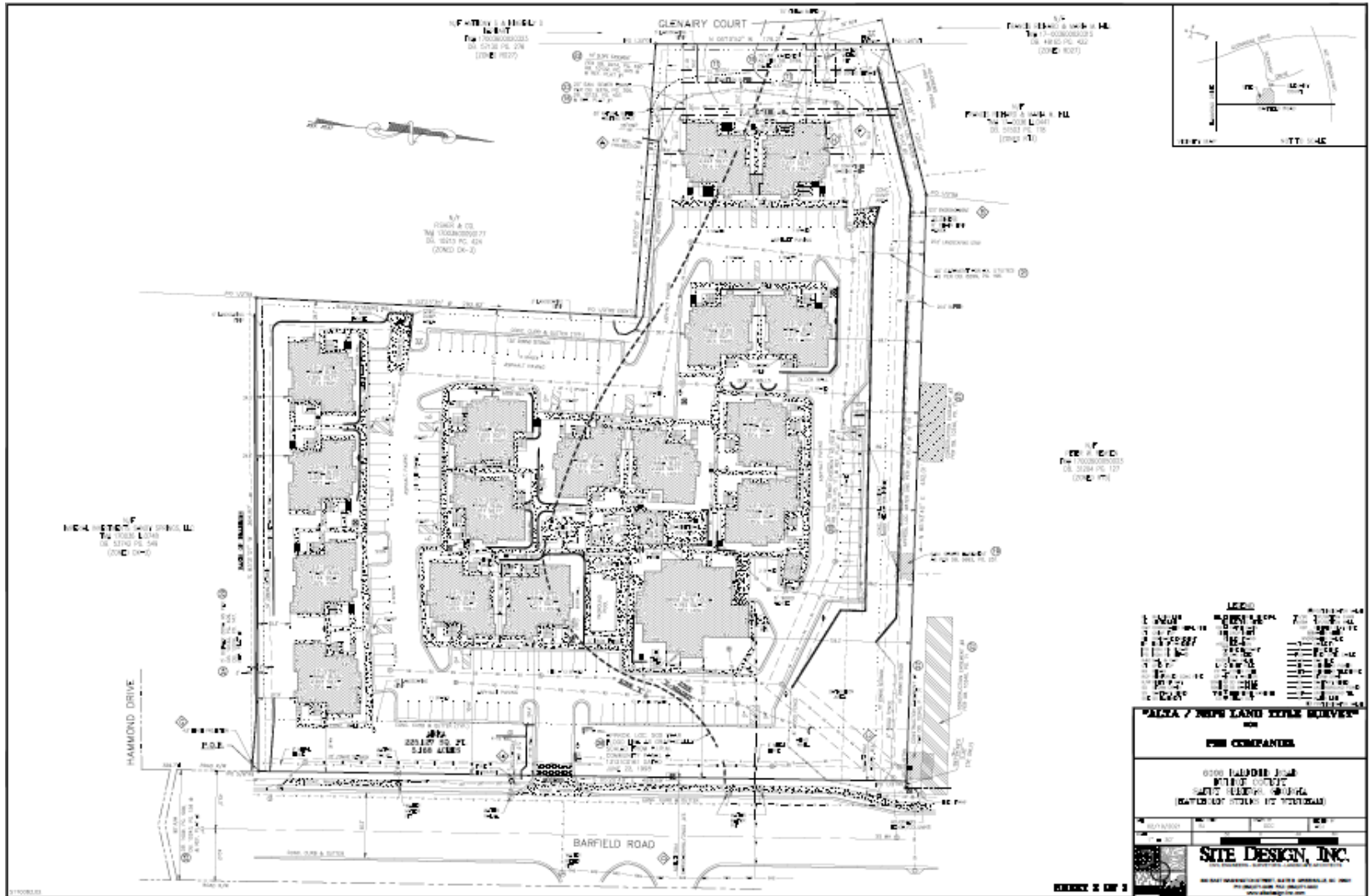
RECEIVED 3/30/2021 PLANNING & ZONING

- Infusion of private investment
- Refreshed landscaping & exteriors
- Reduces crime in the area
- Minimizes the risk of property going vacant
- Provides workforce housing (nurses, firefighters, police officers, etc.)
- Occupants will be residents that pass a background and credit check rather than transient hotel guests



UPDATED SITE PLAN

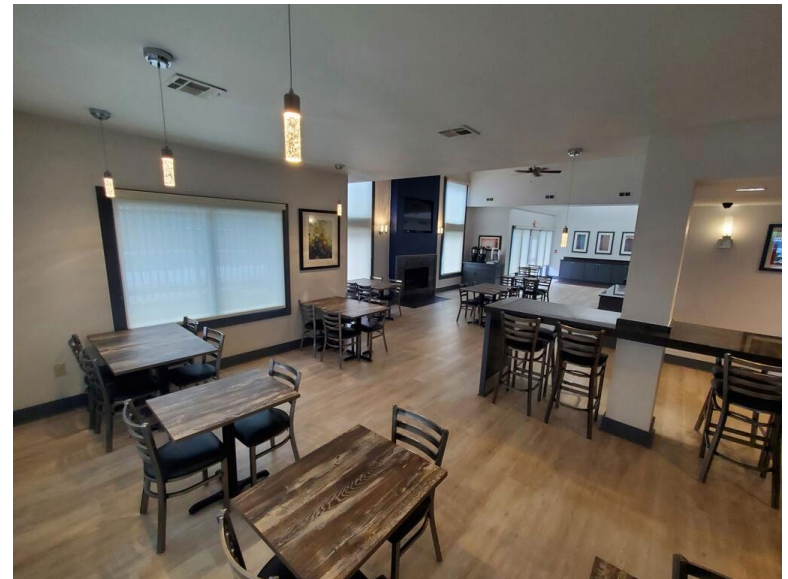
RECEIVED 3/30/2021 PLANNING & ZONING



EXPECTED UPDATES

RECEIVED 3/30/2021 PLANNING & ZONING

- Exteriors
 - Refresh landscaping
 - Paint exteriors
 - Fix siding
 - Update signage
- Amenity and Common Area Upgrades
 - Upgrade fitness center
 - Add remote working spaces
 - Add resident lounge area
 - Replace grills and picnic areas
 - Clean spa and pool area
- Renovate Interiors
 - New flooring
 - Update kitchen cabinets
 - Add washer/dryer units
 - Update lighting
 - Repaint



CURRENT UNIT INTERIORS

RECEIVED 3/30/2021 PLANNING & ZONING



CURRENT EXTERIOR PHOTOS

RECEIVED 3/30/2021 PLANNING & ZONING



CURRENT LANDSCAPING

RECEIVED 3/30/2021 PLANNING & ZONING





Property Management

ABOUT PEG PROPERTY GROUP

RECEIVED 3/30/2021 PLANNING & ZONING

PEG Property Group is a full-service real estate property management firm based in Provo, Utah. We manage every step of the process, from project conception and design, to the operation and sale. We are driven to be the property and property management company of choice for our residents, employees, and investors. We achieve this by way of exceptional service and comprehensive oversight of the asset, with a personal touch.

PEG Property Group was created to provide exceptional investment property management a step above. At the present time, PEG Property Group manages 1,831 multi-family units and 614,569 square feet of Commercial (retail, restaurant, industrial and office) properties in Utah, Nevada, South Dakota, Texas, Kansas, Florida, and New York. PEG additionally provides consulting services for multi-family and commercial projects outside its direct management, and consults on design and management efficiencies for projects in various development stages.

PEG Property Group aligns itself with ownership objectives in maintaining the property to quality standards, which supports leasing efforts and provides a positive environment in the local community, drive property performance, and enhance property value.

PEG Property Group Mission

To be the property and property management company of choice for our residents, employees, and investors.

Core Values

Trust

Hard Work

Progressive

Optimistic

Loyal

MANAGED PORTFOLIO

RECEIVED 3/30/2021 PLANNING & ZONING

Our diverse portfolio and collective track record have given us ample experience to succeed in various climates, locations, markets conditions, class of assets, investment return goals, and more.



PEG's heavy focus on leasing and marketing has created an environment where occupancy is strong, rents are more-fully collected, and resident satisfaction is high.

Avg. Occupancy
(once stabilized)

94.1%

YTD
Collections

99.3%

Resident
Reviews



PEG properties rate 4.6
on avg.

J Turner
Research



Two PEG properties
made the ORA Elite
1% list in 2019 and
2020.

AVIA LOFTS SANDY SPRINGS – OPERATION STANDARDS

- **PROPERTY MANAGEMENT:** There will be an onsite property manager and maintenance supervisor.
- **LEASE TERM:** Once renovated, 12 months is the standard lease term. Leases may be as short as 8 months or as long as 16 months. Longer leases are easier to manage, incentivizing PEG to encourage longer leases. Rent price increase significantly for shorter lease terms.
- **OCCUPANCY:** TWO PERSON MAXIMUM OCCUPANCY PER BEDROOM.
- **INCOME REQUIREMENT:** Applicants must have a combined gross income of at least 2.5 times the monthly rent. All sources of other income must be verifiable if needed to qualify for a rental unit.
- **EMPLOYMENT VERIFICATION:** Lease holders must have stable and verifiable employment or, if unemployed or retired, other sources of other income must be verifiable if needed to qualify for a rental unit.
- **CREDIT REQUIREMENTS:** A credit report will be processed on each applicant. Based on their overall risk score, their application will be approved or declined.
- **CRIMINAL HISTORY:** Criminal records must contain no convictions for misdemeanors for crimes involving violence, assault or battery, drugs, firearms; felonies within the past seven years and no sexual offenses ever. In the event a record comes back "adjudication withheld", "nol-prosses", or "adjudication deferred", further documentation may be required and applicant may be denied on this basis.
- **SUBLEASING:** Not allowed

RECEIVED 3/30/2021 PLANNING & ZONING

WELCOME TO AVIA

RECEIVED 3/30/2021 PLANNING & ZONING

AVIA is a brand of re-envisioned apartment living communities. These communities were formerly extended stay hotels, converted to apartments at attainable rents, and having some of the best amenities in each market. Most of these conversions begin with renovations to uplift their appearance and benefits to residents, which includes new flooring, paint, cabinets, fixtures, quartz countertops, stainless steel appliances, washer/dryer, and new/updated amenities.

AVIA

BEFORE



AFTER



WELCOME TO AVIA

RECEIVED 3/30/2021 PLANNING & ZONING

AVIA in Atlanta would mean a new addition to the growing family of AVIA Apartments. Our AVIA portfolio of properties can currently be found in Florida, New York, Texas, and Kansas.



Apartments at Reedy Creek

3020 Reedy Creek Blvd
Kissimmee, FL
aviareedycreek.com



Sanctuary at Highland Mall

500 East Highland Blvd
Austin, TX
aviasanctuary.com



Lofts at Maple Road

100 Maple Road
Amherst, NY
avialofts.com



Apartments at College Blvd

11400 College Blvd
Overland Park, KS
aviacollegeblvd.com

Appendix

RECEIVED 3/30/2021 PLANNING & ZONING

RECENT REVIEWS OF HAWTHORN SUITES ATLANTA PERIMETER

Recent Reviews:

D9319VKbeatriza

Trip type:
Business

VERY BAD EXPERIENCE!!!

●○○○○○ Feb 11, 2021

Very bad experience! The room had not been cleaned, the bed was noticeable that it had not been changed and only the covers were stretched, it smelled of messy grime,... [more »](#)

Amytravelswithwes
Surgoinsville,
Tennessee

Trip type:
Business

Sh-t show.

●○○○○○ Jan 18, 2021

The staff partied in the room above us. The music was blaring at 5am. My husband went to pack the car. He passed a guy coming from the room upstairs..... [more »](#)

S7735businesstravel
Carrollton, Georgia

Trip type:
Business

Horrible and getting worse! Stay elsewhere!

●○○○○○ Jan 13, 2021

I have stayed at this property several times, and each time got worse. It is in a terrible state of disrepair, dirty, and run down. Additionally, every time I stayed,... [more »](#)

jabrank37
Candler, North
Carolina

Horrible place

●○○○○○ Jan 11, 2021

Horrible place. Disgusting, food and spoons underneath mattress, tv didn't work. No towels or toilet paper. We left immediately to another hotel. Customer service was rude. Never even made an... [more »](#)

AmeriCaz
Atlanta, Georgia

Trip type:
Couples

Low Standards

●○○○○○ Dec 16, 2020

Not a well-maintained property. We checked out early as we just couldn't bear to stay any longer. Property looked good online but the room was filthy, especially the flooring, mattress... [more »](#)



RECEIVED 3/30/2021 PLANNING & ZONING

** Customer reviews of the hotel from the property website*

FLOOR PLAN EXAMPLES

RECEIVED 3/30/2021 PLANNING & ZONING

Marriott Residence Inn – First Generation*

Studio – 490 SF



Marriott Residence Inn – First Generation*

2 BR – 790 SF



*The floor plans above are only general examples of an extended stay layout

Comparable Property Renovation



KITCHEN EXISTING & RENDERINGS

RECEIVED 3/30/2021 PLANNING & ZONING



LIVING ROOM EXISTING & RENDERINGS

RECEIVED 3/30/2021 PLANNING & ZONING



BEDROOM EXITING & RENDERING

RECEIVED 3/30/2021 PLANNING & ZONING



BATHROOM EXISTING & RENDERINGS

RECEIVED 3/30/2021 PLANNING & ZONING





Firm Overview

FROM HUMBLE BEGINNINGS

From a homegrown startup to a sophisticated commercial real estate development and investment firm. PEG earned its respected reputation over the course of many years by refining its way of doing business. PEG crafts sophisticated, contemporary properties by preserving the resourceful thinking and homegrown values that shaped founder Cameron Gunter's upbringing on a dairy farm in Southern Idaho. Despite PEG's continued present-day expansion and national recognition, the principles of Gunter's farm life heritage continue to influence many of PEG's processes, including day-to-day operations, decisions around strategic growth, and how PEG partners with the communities where it builds.

RECEIVED 3/30/2021 PLANNING & ZONING



HIGHLIGHTS

PEG Capital Partners is the investment management arm of PEG Companies (“PEG”), a diversified real estate services platform specializing in opportunistic and value-add strategies since 2003.



RECEIVED 3/30/2021 PLANNING & ZONING

Experience Highlights

\$1.2B

Real Estate Developed

7.2M

Total Square Feet

4,939

Hospitality Keys

2,836

Multifamily Units

19

States/Provinces Entered

As of December 31, 2019

BROAD NETWORK OF PARTNERS

RECEIVED 3/30/2021 PLANNING & ZONING

Successful projects stem from strong relationships. PEG Companies focuses on implementing early and constant collaboration with its valued partners at all levels. PEG's unique advantages include its leadership team's significant insight into city planning and entitlement processes; strong relationships with industry and community partners; and a strategic combination of acquisition, rehabilitation, and development capabilities. These advantages have enabled PEG to produce attractive returns for investors over long periods of time.



REPUTATION FOR EXCELLENCE

RECEIVED 3/30/2021 PLANNING & ZONING



Milagro Apartments
Salt Lake City, Utah



AC Hotel by Marriott
Salt Lake City, Utah



Hoopes Vision Office
Draper, Utah

2019

NAIOP Utah Developer of the Year
Honoring CEO Cameron Gunter

2019

CCIM Excellence Finalist
Developer of the Year

2019

CCIM Specialty Project of the Year
AC Hotel by Marriott Salt Lake City

2018

Associated Builders & Contractors
Excellence in Construction Award
Village on Main Street

2018

Best Project by Marriott
Courtyard by Marriott Prince George

2017

CCIM Excellence Finalist
Developer of the Year

2016

INT'L Interior Design Association's
Best Interior Designer Award
Wilmington Flats

2016

CCIM Excellence Finalist
Developer of the Year

2016

Hyatt Developer of the Year
Hyatt Place Park City

2012

Associated Builders & Contractors
Excellence in Construction Award
Sienna Villas Apartments

2010

Provo City Mayor's Award
Zion Bank Regional Financial Center



A PEG STRATEGY SINCE 2018

Since 2018, PEG has been acquiring well-located, first-generation extended stay hotels for potential conversion into Class B apartments. PEG currently owns and operates 13 of these extended stay hotels across the US with an additional two properties under contract.

PEG Portfolio – Conversion Properties

Residence Inn	Smyrna, GA	Conversion Asset
Residence Inn	Sacramento, CA	Conversion Asset
Residence Inn	Santa Fe, NM	Conversion Asset
Residence Inn	St. Louis, MO	Conversion Asset
Residence Inn	Chicago, IL	Conversion Asset
Residence Inn	St. Petersburg, FL	Conversion Asset
Residence Inn	Boston, MA	Conversion Asset
Residence Inn	Atlanta, GA	Conversion Asset
Residence Inn	Boulder, CO	Conversion Asset
Residence Inn	Dallas, TX	Conversion Asset
Residence Inn	Philadelphia, PA	Conversion Asset
Hawthorn Suites	Kissimmee, FL	Conversion Asset
Residence Inn	Buffalo, NY	Conversion Asset
Habitat Suites	Austin, TX	Conversion Asset
Hawthorn Suites	Overland Park, KS	Conversion Asset
Cloverleaf Suites	Overland Park, KS	Conversion Asset

RECEIVED 3/30/2021 PLANNING & ZONING



ZM21-002 - CMII Issues and Responses
March 24, 2021

What do you plan to do about the standing water and trash in and around the retention area along the northern property line? The standing water creates mosquito issues and the trash and debris have been built up for some time that is exposed once the water resides.

Response: We will work with you [Tommy Bowen] to figure out a solution as it is in both our benefit to ensure the area is clean.

Would you all care to walk that portion of the site to see what it looks like together?

Response: We'd be happy to set up a walkthrough of the site with our construction manager. We'll connect after the meeting to figure out schedules.

What do you plan to do about the falling fence and trash at the dead-end street on the eastern property line?

Response: No game plan established yet as we understood it to be off our property. We will look at that area when we do the walk-around that is to be scheduled.

Will there be a full-time maintenance/management person living on site?

Response: We encourage our maintenance/management personnel to stay on site but we do not mandate it as they have families of their own.

What are the hours of operation for the amenities?

Response: The amenities will close nightly at 10pm.

Will there be people outside with loud music coming from their vehicles as they wax and clean them and will there be parties late into the night?

Response: We have strict community rules that will prohibit these type of activities in addition to a nightly patrol on site.

Will there be a commitment to a security patrol?

Response: Yes we will have after hours security patrol available.

What is the total number of parking spaces on the property?

Response: 139 spaces.

What is the bedroom mix?

Response: 1 bedroom and 2 bedroom units. Some of the one bedroom are studio apartments.

How many occupants can be in a bedroom?

Response: 2 occupants per bedroom.

What if all of the occupants have cars?

Response: The residents will have to figure out who gets to use the parking registration. Patrol will tow vehicles that do not display the proper registration tag.

We know there will be parking issues and there will be people parking across the street and on nearby lots. Is there anything you can do to add parking?

Response: There is a parking maximum on the property but we'll look at restriping and other ways to accommodate additional parking within the maximum.

How will you prevent short term rentals like AirBnB and VRBO?

Response: We check the short-term rental sites frequently and our resident screening policy does a really good job of preventing it.

You previously stated that a 12 month lease is standard; however, leases may be as few as 8 months and as long as 16 months depending on the circumstance. It would give the Community great comfort if not more than 20% would be leased for no shorter than a minimum of 8 months, with remaining 80% minimum term of 12+ months. Will PEG Companies commit to this request?

Response: 12 month leases are the standard but in some instances we will fluctuate the lease term to time up with other ending leases.

What is your minimum credit threshold level?

Response: 2 and one half times tenant income.

The response to a question in your application states that Leases will be entered with individuals. Will you commit to not allowing subletting of leases? Will you commit to not entering into leases with individuals who plan to use the apartment for group housing/events?

Response: We will not allow subletting of leases. We will have limited leases for the purposes of corporate housing but there will be no block rentals.

Your application does not reference appliances being updated or refreshed. Would you commit to replacing the appliances with stainless steel or similar at time of initial renovation?

Response: The appliances were replaced recently and are stainless steel. We'll replace as need be depending on the condition of the appliances during the conversion.

Your application states that the amenities and common areas, which include a fitness center, pool and lounge and picnic areas will be renovated. Will PEG Companies commit to ongoing operations of these amenities?

Response: The amenities and common areas will be renovated and refreshed during the conversion.

You have stated that there is no plan for an entry gate. You've heard the Community's concerns about security and you want to make this a safe environment for your tenants. Are you willing to make this a gated Community?

Response: Entry gates are not permitted by the City of Sandy Springs on this property.

You've stated that there would be no onsite security management/overnight supervision/security patrol, however In the event crime is an issue in the area, this may be reassessed. What would cause PEG Companies to 'reassess' whether enhanced security measures are needed? Can you provide past examples of how this was handled?

Response: We will monitor the need for increased security just as we do in all of our properties.

While security cameras are not a substitute for on-site security, are you committed to having significant use of video security cameras throughout the Community?

Response: There will be security cameras on site that will constantly monitor.

The Community is concerned about remote/online property management. Will there be a local property management presence? How will you manage the property?

Response: Yes, there will be a local property manager on site.

What is your eviction management process?

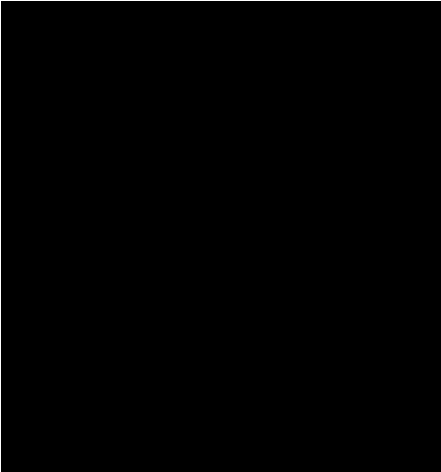
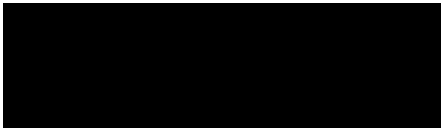
Response: We engage local counsel that handles the eviction process.

How do you manage parking?

Response: Parking will be managed through a parking registration process. We will have security monitor the site for cars that are sitting or do not work and will have them removed.

What will be your ongoing renovation policy?

Response: We will renovate as needed but will not allow the property to not be operated to our standards at our other properties.

First Name	Last Name	Email	Registration Time	Approval Status
Keri	New		3/24/2021 18:02	approved
Jeremy	Endicott		3/24/2021 18:05	approved
Vhan			3/24/2021 18:07	approved
Jack	Peters		3/24/2021 17:59	approved
rebecca	remsne		3/24/2021 18:02	approved
Tyler	Mahoney		3/24/2021 18:16	approved
Elaine Clein			3/24/2021 17:59	approved
Alex	Murphy		3/24/2021 17:17	approved
deanna.degidio			3/24/2021 17:42	approved
Doug			3/24/2021 18:28	approved
Constantine	Gavrilidis	president@sandyspringscouncil.org	3/24/2021 18:28	approved
Curt	Friedberg		3/24/2021 17:58	approved
Ronda Smith			3/24/2021 17:56	approved
Jeremy Endicott			3/24/2021 18:04	approved
Rob Auten			3/24/2021 17:17	approved
Melissa	Mular		3/21/2021 22:51	approved

**Case RZ21-0002 – Community Meeting II
3/24/2021 at 6 PM at
Sandy Springs City Hall
With Zoom/Call-in option**

[illegible]

Case RZ21-0002 – Community Meeting II
3/24/2021 at 6 PM at
Sandy Springs City Hall
With Zoom/Call-in option

[illegible]

Rezoning Impact Statement

4/2/2021

PETITION: RZ21-0002

Proposed Residential Units

JURISDICTION: Sandy Springs

<u>Single-family detached</u>	<u>Townhouses</u>	<u>Apartments</u>	<u>Condominiums</u>
0	0	128	0

HOME SCHOOL	PROJECTED BASELINE ENROLLMENT ^A	GADOE CAPACITY	EST. # NEW FCS STUDENTS GENERATED	PROJECTED UNDER/OVER CAPACITY ^B	
				WITHOUT DEV	WITH DEV
High Point ES	631 to 671	850	0 to 5	-219 to -179	-219 to -174
Ridgeview Charter MS	1,069 to 1,135	1,200	0 to 1	-131 to -65	-131 to -64
Riverwood Charter HS	1,706 to 1,812	1,900	0 to 3	-194 to -88	-194 to -85
TOTAL			0 to 9		Insufficient historical data to run report? ☐

HS REGION: Riverwood Charter HS		AVERAGE - 1 STD DEV		AVERAGE + 1 STD. DEV.	
One single-family detached unit generates:		0.000000	to	0.311743	elementary school students
		0.000000	to	0.087768	middle school students
		0.000000	to	0.227567	high school students
One townhouse unit generates:		0.000000	to	0.718703	elementary school students
		0.000000	to	0.225094	middle school students
		0.000000	to	0.484535	high school students
One apartment unit generates:		0.000000	to	0.040015	elementary school students
		0.000000	to	0.007828	middle school students
		0.000000	to	0.025466	high school students
One condominium unit generates:		0.000000	to	0.57759	elementary school students
		0.000000	to	0.173642	middle school students
		0.000000	to	0.289132	high school students
(Note: Empty/null values indicate insufficient historic data)					

^A Forecasted enrollment for the 2021-22 school year

^B Positive values indicate numbers of students a facility is over state capacity / negative values indicate number of students a facility is under state capacity.

* State capacity indicates space. However due to the number of special programs, portable classrooms or other measures may be needed to accommodate the instructional needs of the school.

** Student yields are calculated annually based on geocode of enrolled FCS students in built-out developments within the high school zone in which the proposed development is located.

COMMENTS ON PUBLIC SERVICES AND UTILITIES

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest a final finding by the commenter. All projects, if approved, are required to complete the City of Sandy Springs and the Fulton County Plan Review process prior to the commencement of any construction activity.

WATER AND WASTEWATER (SEWER):

WATER:

Anticipated water demand: 270 gallons per day (gpd) per apartment unit x 128 multi-unit housing units = **34,560** gallons per day (gpd). Note: This is a conversion of an existing Residence Inn extended stay hotel into multi-unit housing.

This project is within the City of Atlanta water jurisdiction.

SEWER:

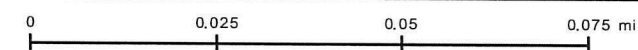
Basin: Nancy Creek

Treatment Plant: Plant: R.M. Clayton (City of Atlanta)

Anticipated sewer demand: **31,104** gallons per day

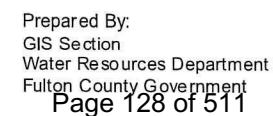
There are fourteen wastewater manholes within the property boundaries of the 5.37 acre tract (6096 Barfield Road) (sewer manholes # **SMNC1312780** to # **SMNC1312100**) along an 8 inch sanitary sewer line located in Land Lot **36**, District **17** that can service this development.

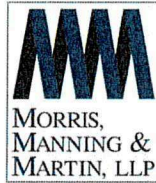
Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon application of permits. Please contact the Department of Public Works for more information.



Map Size: 8.5x11 (LETTER)

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





March 1, 2021

Jessica L. Hill
404-504-7754
jhill@mmmlaw.com
www.mmmlaw.com

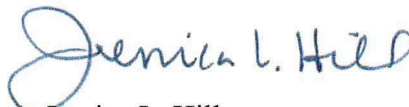
City of Sandy Springs
c/o Planning and Zoning Division
1 Galambos Way
Sandy Springs, Georgia 30328

Re: RZ21-0002 – 6096 Barfield Road Letter of Intent for Zoning Map Amendment

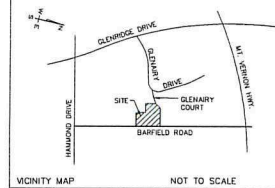
To Whom It May Concern:

This Zoning Map Amendment application requests the change in zoning of a 5.17 acre property from OX-3 to PR-3 to accommodate the adaptive reuse of the existing buildings for multi-unit housing. The property was originally developed as a Residence Inn in the 1980s and is currently operating as a Hawthorn Suites extended stay hotel. There are 128 existing hotel rooms which consist of 96 studios and 32 two bedroom units with full kitchens. If the Zoning Map Amendment is approved, the existing hotel will be renovated, keeping the same number and configuration of units. No new construction is proposed. The building exteriors will be refreshed and repaired. Landscaping will be updated. The amenity and common areas, which include a fitness center, pool and lounge and picnic areas, will be refreshed and upgraded. The building interiors will be renovated to add new flooring, updated cabinets, lighting and paint and add washer and dryer units.

Best,



Jessica L. Hill

[illegible]

"ALTA / NSPS LAND TITLE SURVEY"
FOR

PEG COMPANIES

6096 BARFIELD ROAD
FULTON COUNTY
SANDY SPRINGS, GEORGIA
(HAWTHORN SUITES BY WYNDHAM)

DATE 02/19/2021	FIELD CREW RJ	DRAWN BY GCC	CHECKED BY ACJ
SCALE 1" = 30'			



SITE DESIGN, INC.
CIVIL ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS

800 EAST WASHINGTON STREET, SUITE B GREENVILLE, SC 29601
PH: (864)271-0498 FAX: (864)271-0402
www.sitedesign-inc.com



SANDY SPRINGS™

GEORGIA

Case No.: RZ21-0002

Planner's initials: AH

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 6096 Barfield Road NE	
	Parcel Tax ID(s): 17-0036-LL-075-5	
	Total acreage: 5.17 acres	Council District: 3
	Current zoning: OX-3	Current use: Extended Stay Hotel
	Character Area: Perimeter Center	

APPLICATION	Purpose of the Application: Zoning Map Amendment - Perimeter Residential-3 (PR-3)		
	Check all that apply:		
	☒ Zoning Map Amendment (Rezoning) ☐ Conditional Use Permit		
	Detailed request: Petitioner seeks to rezone the property from OX-3 to Perimeter Center - 3 to accommodate the adaptive re-use of the property from the current extended stay hotel into multi-unit housing. The existing buildings will remain and no additional units will be added.		
	Petitioner: PEG Extended Stay Conversion Fund LP		
	Petitioner's address: 180 N University Avenue #200, Provo, UT 84601		
	Attn: Jeremy Endicott		
Phone:		Email:	

OWNER	Property owner: Keel Funds Barfield, LLC	
	Owner's address: 3715 Northside Pkwy, Building 100, Suite 300, Atlanta, Georgia 30327	
	Phone:	Email:
	Signature (authorizing initiation of the process): <i>[Signature]</i>	
	If the property is under contract, provide a copy of the contract	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date: 1/25/2021	Anticipated Application date: 3/2/2021
CMI date, time, and location: 2/22/2021 at 6PM at Atlanta Marriott Perimeter Center, 246 Perimeter Center Parkway NE, Atlanta, GA 30346 With Zoom/Call-In option	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	

Property Profile for **6096 BARFIELD RD****Property Tax Information**

Tax Year	2021
Parcel ID	17 0036 LL0755
Property Address	6096 BARFIELD RD
Owner	KEEL FUNDS BARFIELD LLC
Mailing Address	833 CAMPBELL HILL ST SUITE 100 MARIETTA GA 30066
Total Appraisal	\$10,920,500
Improvement Appraisal	\$5,483,400
Land Appraisal	\$5,437,100
Assessment	\$4,368,200
Tax District	59
Land Area	5.37 ac
Property Class	Commercial Small Tracts
Land Use Class	Luxury Budget Motel
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Sandy Springs
Commission District	3
Commission Person	Lee Morris
Council District	District 3
Council Person	Chris Burnett
Voting Precinct	SS08B
Poll Location	Hammond Park Gym, 705 Hammond Drive Ne
Congressional District	006
State Senate District	006
State House District	052

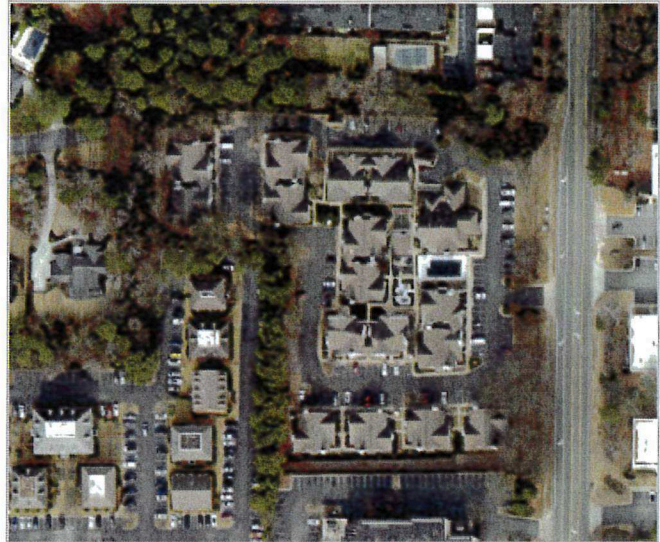
School Zones

Elementary School	High Point
Middle School	Ridgeview
High School	Riverwood

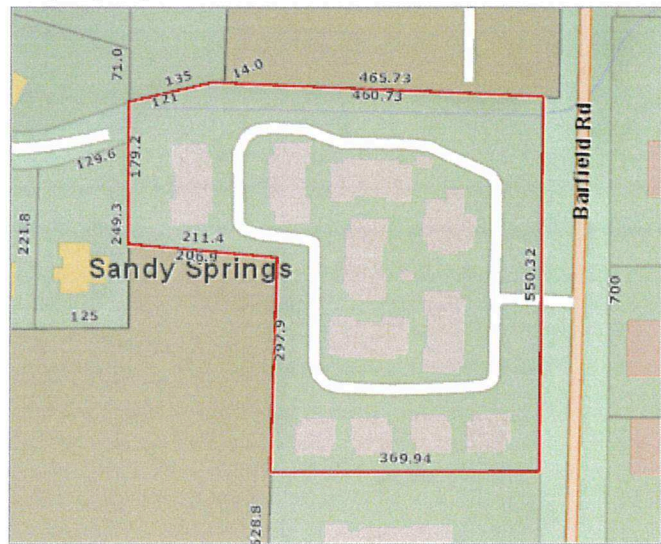
Other Information

Zip Code	30328
Census Tract	101.10
In Less Developed Census Tract	No

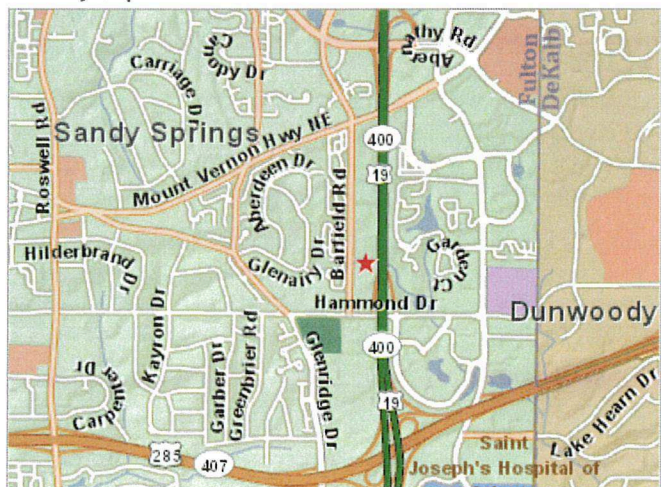
Aerial View



Property Map



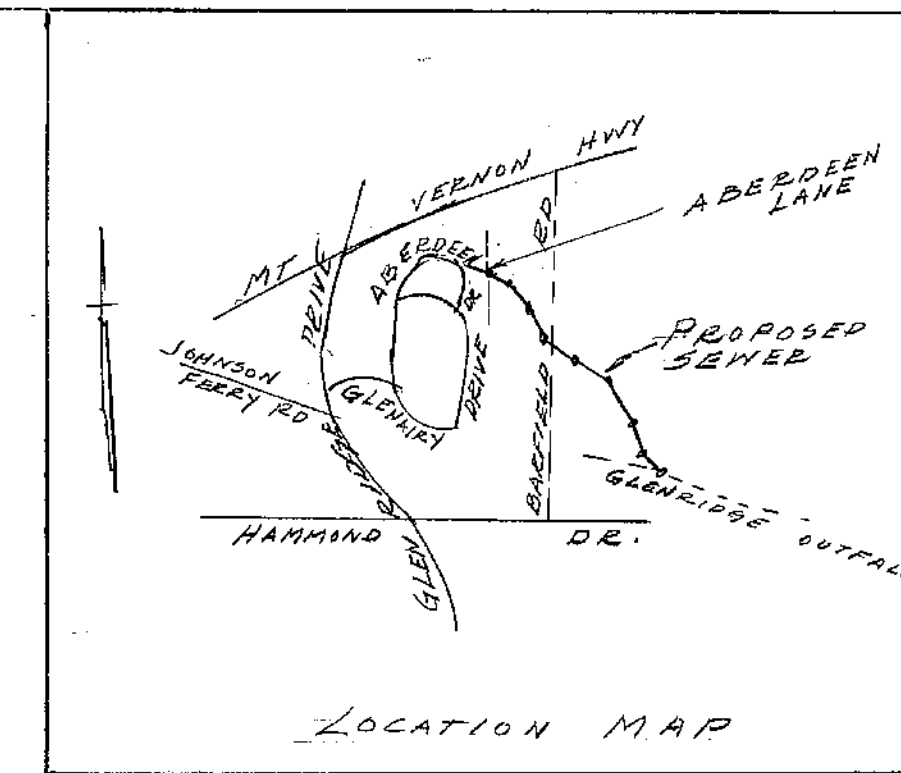
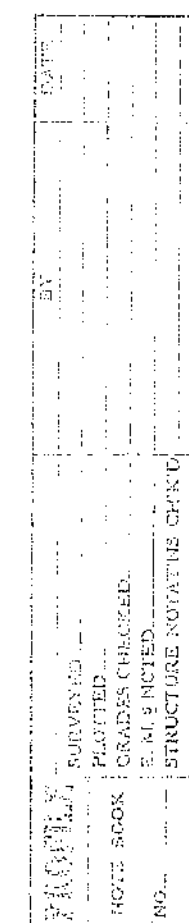
Vicinity Map



6096 Barfield Rd



© 2021 Pictometry



Date, Time	Your Name	Your Zip	Your Comments
2/22/2021, 10:01 AM	Julia Levy	30328	We do not need another residential rental building in the area. Crime has already gone up in with the EVA across the street - shootings, stabbing a and murder most recently. The additional traffic this will bring into that specific corner will be horrendous during more normal times- the barfield/Hammond intersection is typically a tremendous nightmare- a long term rental building will only increase that during peek traffic times. Please keep the property as a hotel.
2/22/2021, 2:57 PM	Russell Reams, Jr.	30328	My name is Russell Reams and have been a resident of Sandy Springs for nine years. My wife and I find it incredibly disheartening to hear that our community is again facing the prospect of a property a few hundred feet away being converted to a residential rental community. It was just a few years ago we lived through a similar experience which resulted in a sharp increase in crime and the corresponding drop in home values that followed. It took several years for the situation to be resolved, and hten it was only after the fatal shooting of a resident and legal action by the City of Sandy Springs. There are numerous well documented studies which track the trend of rental communities resulting in dramatic increases in crime and decreases in the surrounding residential property values. While I'm not a zoning expert, my layperson's reading indicates the proposed property cannot meet the requirements set forth in Sandy Springs regulations. This neighborhood is not zoned for this type of property for good reason and I strenuously object to it being rezoned. In Autumn Chace we maintain a safe community and have already lived through the negative consequences this rezoning request entails. The least of these problems was the theft of packages from our homes and lead up to the horror of a fatal shooting just hundreds of feet from our homes. I and my neighbors strongly ask our city officials and leader ot not subject us to this terrible experience again. Sincerely, Russell Reams, DBA
3/24/2021, 12:33 PM	Curt Friedberg	30328	My name is Curt Friedberg and i am on the board of Aberdeen Forest HOA. We have concerns about the setbacks and fencing separating the subject property from our community. When students were living at the hotel, many people would jump the fence and cut through Aberdeen. Also we are unclear who is supposed to maintain the signs, railing and general aesthetics of the end of Glenairy Ct NE (pictures sent under separate cover). Lastly there looks like there is some erosion under one of the fence panels that is damaging the integrity of the fence. We would ask that any development would include a more substantial fence, clean up and addition of plantings in the set backs (vs. low ground cover that we have now), and guidelines to limit any new lighting or new noise that would be generated by the increased density on this property.
3/24/2021, 12:47 PM	Curt Friedberg	30328	Ms. Horst, I tried multiple times to access the comments section to upload pictures and the links were broken. In speaking with Jason Green (who was very helpful) he pointed me to a web comments section and suggested that I email you the pictures. In summary: - I am the President of Aberdeen Forest HOA and reside at - Who is to maintain the end of Glenairy Ct (red signs and railing) that is all overgrown - Can additional larger plantings be added to the set back as now there is just a lot of ground coverage and trash - Fence has significant erosion and looks like part is ready to fall into the creek - Can a more substantial fence be installed to prevent people from hopping the fence and using our neighborhood as a cut through? When student were living in the hotel, they would hop the fence and use our community as a cut through. - Who is responsible for maintaining the creek which is now filled with trash and debris - How are they going to handle the parking and trash given this property has not serviced that many people in a very long time - We have noticed an increase in crime at many of the apartment communities in Sandy Springs and want to ensure that an out of town management company has the ability to oversee and cure issues as they come up I will try to attend in person, but otherwise will be virtual this evening. Thanks, Curt

5/4/2021, 11:27 PM	Melissa Mular	30328	Hello, Alexandra and Ginger. I have been trying to add the following Public Comment for the rezoning of the property at 6096 Barfield Road, RZ21-0002, however the website keeps returning the error, " commentAddFailed". Can you please manually add the comment for me to the public record for recording? Thank you in advance. I represent the Autumn Chace Home Owners Association on Barfield Road and with our attorney Rob Stein, we have been working very closely with PEG Companies' representatives (mainly Alex Murphy and Matt Hansen) , Ronda Smith from the Sandy Springs Council of Neighborhoods, and representatives from nearby, impacted residential Communities (Westbury Square Town Homes, Aberdeen Forest), and Perimeter Ridge Office Park. Alex and PEG Companies have been very responsive and transparent throughout the zoning application process; they have been very approachable which has been much appreciated. They have listened to our concerns and have been operating in Good Faith. We have been working collaboratively on the following open issues: a) installation and operation of a security gate to ensure the security for the surrounding residential Communities and also of the Applicant's property; b) lease terms to secure longer term, less transient occupants; c) upkeep and maintenance of perimeter boundaries with residential properties (Westbury Square, Aberdeen Forest); and d) overall concern regarding adequate parking. The main concern for Autumn Chace is maintaining the security of the neighborhood and not returning to the disturbance and disruption of life that resulted when The Hub was in operation 2012-2013. We firmly believe that a) and b) offer strong mitigations to ensure security of the surrounding Communities, as well as the Applicant's property, and request that these two concerns be prioritized and implemented as part of the Zoning process. The upkeep and maintenance of the property boundaries makes good sense from a neighborly perspective--it's the right thing to do--but it is the City that must decide what action is needed with respect to the overgrown areas, especially the dry retention pond bordering Westbury Square and creek with the natural area bordering Aberdeen Forest. While there is a question of adequate parking capacity, there are ways to manage the parking and the surrounding residential Communities are unlikely to be impacted by overflow. PEG Companies understands the concerns and is working to increase the number of parking spaces as well as defining policies to manage parking. The property is being down-zoned, which is more desirable, from a Community perspective, than many other uses supported by the current zoning. PEG Companies is looking to invest in the property which has not been maintained in recent years--a better maintained and managed property is an improvement over the current state. We would want this Community to be a good neighbor and help keep our neighborhood as a desirable, safe haven in the heart of a vibrant, growing urban area. We look forward to continuing the collaboration with PEG Companies and are hopeful that we will reach agreements to address the concerns that will be supported by the City. Melissa Mular
5/10/2021, 11:45 AM	John Dryman	30328	I manage an adjacent property and we have a real problem in regards to this rezoning. Please have someone from the Planning Department call me to discuss it. My number is . Thanks John Dryman, Property Manager, Perimeter Ridge Office Park, 750 Hammond Drive

5/10/2021, 9:10 PM	John Dryman	30328	The building owners of Perimeter Ridge Office Park ("PROP") are against the rezoning of the Hawthorn Suites property ("HS Property"). -There is no security fence between PROP and the HS Property. -There are 128 units containing 160 bedrooms but only 139 parking spaces. The HS Property management states that they will only give out 128 parking permits. It is not possible that there will only be one car per unit -Most likely, the unpermitted cars of the residents of the HS Property will try to park in the PROP parking lot and walk through the hedges to their units -The HS Property management states that they will have a security patrol car driving through their parking lot every night but that is not a requirement for the rezoning and will be of no benefit to PROP. - The closest PROP building to the the HS Property contains a sleep clinic which had a real problem with the noise from the HS Property when it was a dorm - The owners of PROP would like the zoning denied and at least, have the requirement that a fence be installed between the two properties to prevent access between them. Thanks for your consideration
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STATE OF GEORGIA

COUNTY OF FULTON

**AN ORDINANCE TO REZONE THE PROPERTY AT 6096 BARFIELD ROAD FROM OX-3
(OFFICE MIXED USE, 3 STORIES MAXIMUM HEIGHT) TO PR-3 (PERIMETER
RESIDENTIAL, 3 STORIES MAXIMUM HEIGHT)**

BE IT ORDAINED by the City Council for the City of Sandy Springs, Georgia while in regular session on June 15, 2021 at 6:00 p.m. as follows:

SECTION 1. That the Official Zoning Map, incorporated into and part of the City of Sandy Springs Development Code be amended so the property located at **6096 Barfield Road** (Parcel # 17 0036 LL0755), consisting of a total of approximately 5.17 acres, as more particularly described in the attachment, be rezoned from OX-3 (Office Mixed Use, 3 stories maximum height) to PR-3 (Perimeter Residential, 3 stories maximum height) with conditions proscribed herein, to wit; and

SECTION 2. That the property shall be developed in compliance with the condition of approval, to wit;

1. To provide a minimum of 20% of the rental multi-unit residential units as workforce housing at a rate of 80% Area Median Income (AMI) or less, ensured upon a 20-year Land Use Restriction Agreement (LURA), to be written and signed.

Any condition hereby approved does not authorize the violation of any district regulations; and

SECTION 3. That all Ordinances or part of Ordinances in conflict with the terms of this Ordinance are hereby repealed; and

SECTION 4. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature of approval of the Mayor.

APPROVED AND ADOPTED this the 15th day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)

LEGAL DESCRIPTION

ALL THAT CERTAIN, PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN LAND LOT 36 OF THE 17TH DISTRICT OF FULTON COUNTY, GEORGIA, AND BEING SHOWN AS 5.168 ACRE ACCORDING TO A PLAT OF SURVEY ENTITLED "ALTA/NSPS LAND TITLE SURVEY FOR STROME ALPHA FUND, L.P., A CALIFORNIA LIMITED PARTNERSHIP, PREPARED BY SITE DESIGN, INC. AND DATED FEBRUARY 2, 2017 WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN OLD 5/8" REBAR LOCATED ON THE WESTERN RIGHT OF WAY OF BARFIELD ROAD AND THE JOINT CORNER OF IMPERIAL INVESTMENTS SANDY SPRINGS, LLC PROPERTY, NOW OR FORMERLY, SAID IRON PIN BEING 359.7 FEET +/- FROM THE NORTHERN RIGHT OF WAY OF HAMMOND DRIVE, THENCE TURNING AND LEAVING SAID RIGHT OF WAY AND RUNNING ALONG THE IMPERIAL INVESTMENTS SANDY SPRINGS, LLC PROPERTY SOUTH 83 DEGREES 31 MINUTES 01 SECOND WEST 364.87 FEET TO AN IRON PIN OLD 1/2" REBAR LOCATED ON THE LINE OF FISHER & CO. PROPERTY, NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE FISHER & CO. LINE NORTH 03 DEGREES 23 MINUTES 35 SECONDS WEST 292.82 FEET TO AN IRON PIN OLD 1/2" REBAR (BENT), THENCE TURNING AND RUNNING SOUTH 87 DEGREES 58 MINUTES 00 SECONDS WEST 210.73 FEET TO AN IRON PIN OLD 1.25" OPEN TOP IRON PIN LOCATED ON THE LINE OF ANTHONY S & KIMBERLY D KEPHART PROPERTY, NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG SAID ANTHONY S & KIMBERLY D KEPHART PROPERTY NORTH 06 DEGREES 10 MINUTES 52 SECONDS WEST 179.21 FEET TO AN IRON PIN OLD 1.25" OPEN, SAID LINE ALSO BEING LOCATED AT THE EASTERN END OF GLENAIRY COURT, SAID PROPERTY IRON PIN BEING THE JOINT CORNER OF FRANCIS RICHARD & MARIA M HILL PROPERTY, NOW OR FORMERLY AND OTHER FRANCIS RICHARD & MARIE M HILL PROPERTY, NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG SAID OTHER FRANCIS RICHARD & MARIA M HILL PROPERTY NORTH 69 DEGREES 32 MINUTES 35 SECONDS EAST 120.01 FEET TO AN IRON PIN OLD 1/2" REBAR AT THE JOINT CORNER OF OTHER FRANCIS RICHARD & MARIA M HILL PROPERTY, NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE SAID OTHER FRANCIS RICHARD & MARIA M HILL PROPERTY NORTH 85 DEGREES 43 MINUTES 40 SECONDS EAST 452.01 FEET TO AN IRON PIN OLD 5/8" REBAR IRON PIN LOCATED ON THE WESTERN RIGHT OF WAY OF BARFIELD ROAD, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY SOUTH 05 DEGREES 20 MINUTES 49 SECONDS EAST 499.59 FEET TO THE POINT OF BEGINNING.

Mayor and City Council

June 15, 2021



SANDY SPRINGS™
GEORGIA

RZ21-0002

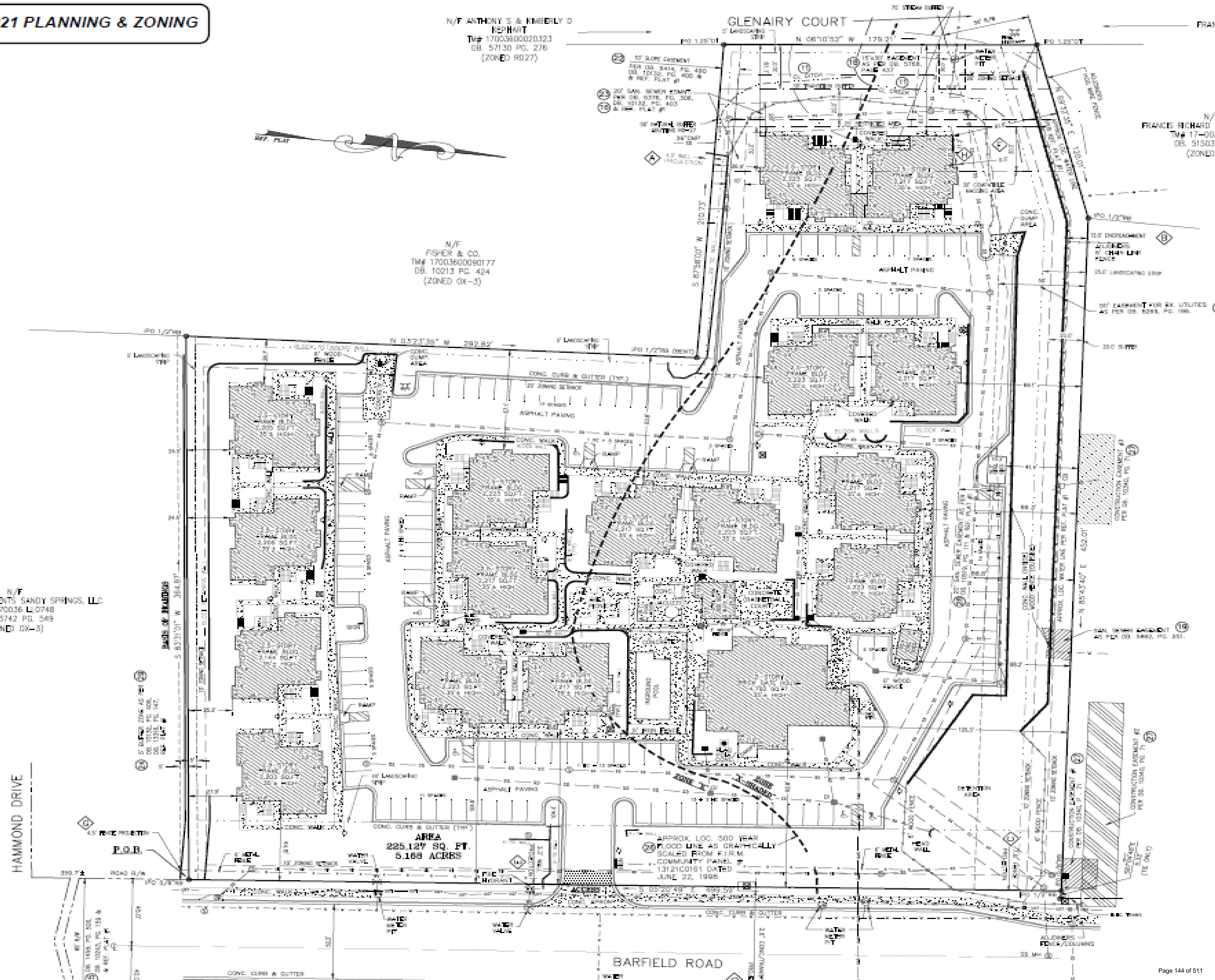
6096 Barfield Road

STAFF RECOMMENDATION:
APPROVAL WITH A CONDITION

PC RECOMMENDATION (5/19/2021):
APPROVAL WITH STAFF'S RECOMMENDED CONDITION

Request

- Request for a **Zoning Map Amendment (Rezoning)** from OX-3 (Office Mixed Use, 3 stories maximum height) to PR-3 (Perimeter Residential, 3 stories maximum height).



Proposed Development

- Currently in both OX-3 District and PC Character Area
- 5.17-acre property developed as Hawthorn Suites in 17 buildings with 139 parking spaces
 - Built in 1987
 - 96 studios, 32 two-BR = 128 rooms
- Applicant proposes to repurpose hotel into multi-unit residences, keeping existing number of buildings and units
 - Units would be adaptively reused, repaired, renovated
 - Landscaping, amenity space, common areas would be updated
 - Rents expected to be \$1,000-\$1,250/mo.
- These rents are in line with HUD numbers for 80% AMI for Efficiencies and 2-BR Units
- No minimum vehicle parking spaces required; maximum for multi-unit residential is 1.1 spaces/BR
 - For 160 BR, maximum = 176 spaces, which Applicant doesn't exceed

Existing Conditions



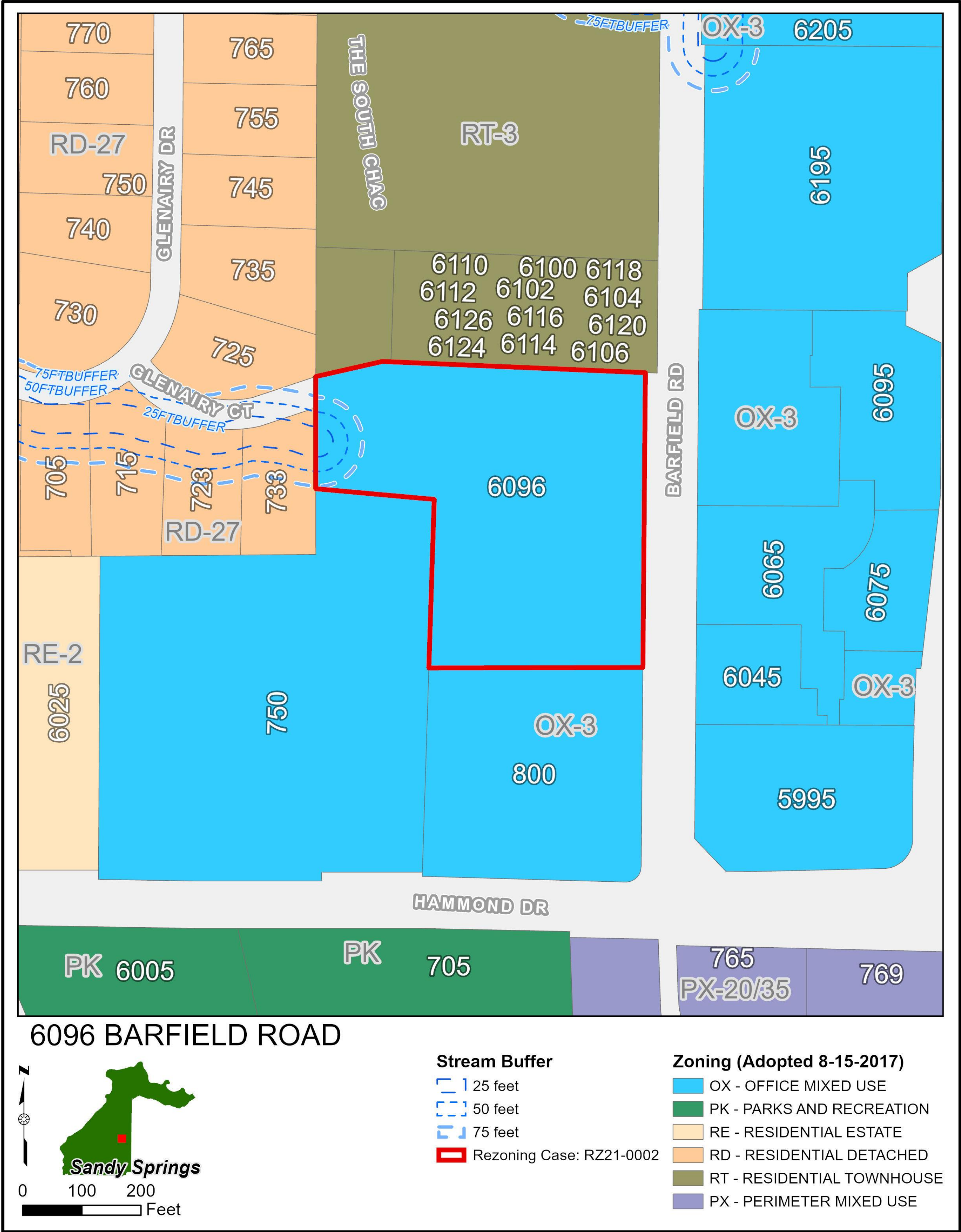
Adjacent Conditions



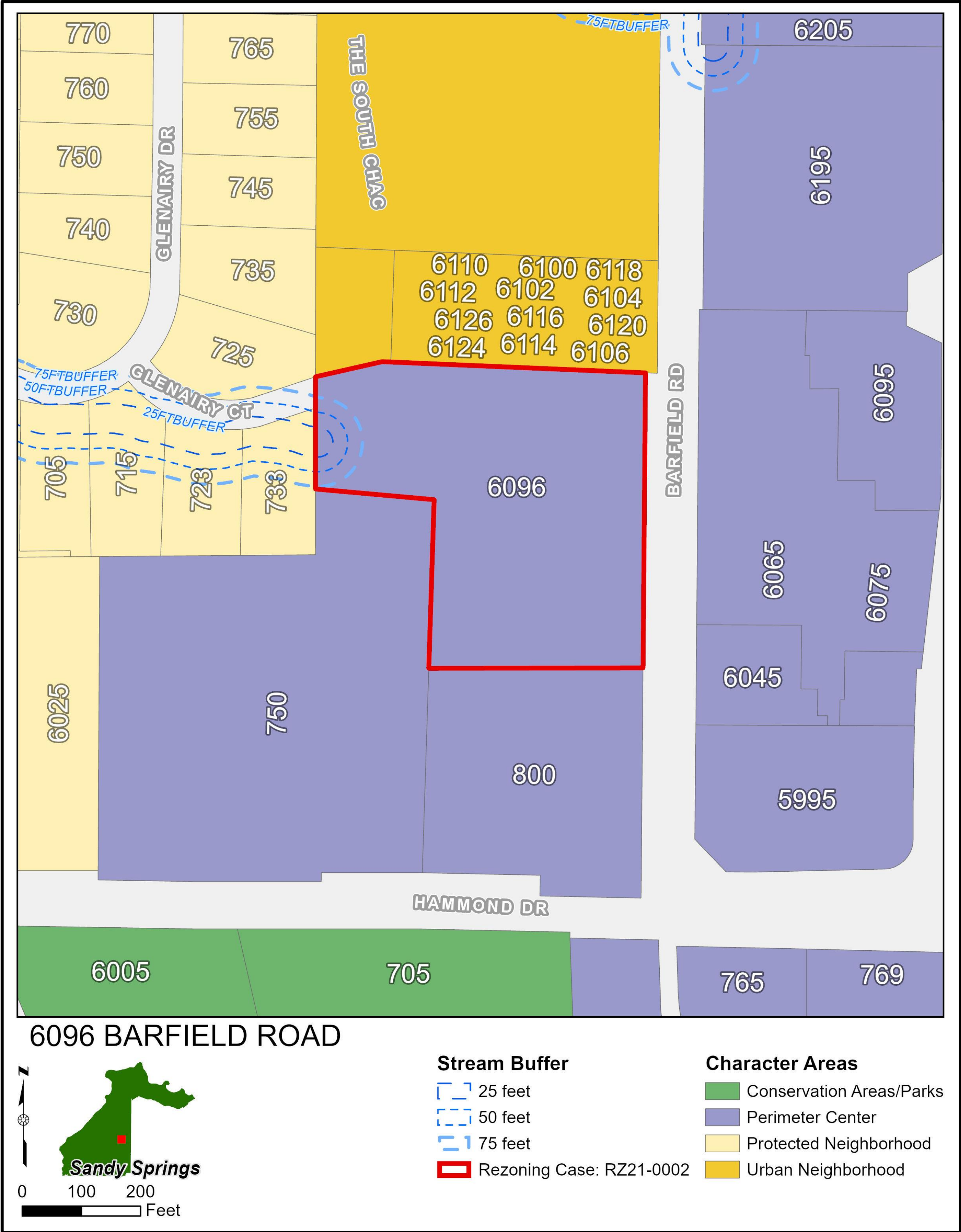
Aerial Image



Zoning Map



Character Area Map



Zoning Map Amendment (RZ) Considerations

- During The Next Ten process, City designated subject parcel as PC, even though in OX-3 District
 - RZ would remedy inconsistency, reinforce existing and planned character of area
- Among PC Districts, PR- is least intensive and more restrictive
 - Intended for residential living in attached single unit and multi-unit
 - Subject property appropriate for allowed uses, including multi-unit residential
- Proposed RZ substantially conforms with The Next Ten and Development Code
 - The Next Ten prioritizes balanced community, increased supply of housing and choices, workforce and mixed income housing, new housing in mixed use areas, quality of place

Recommendation

- PC recommended **Approval with Staff's recommended Condition.**
- Staff recommends **Approval with a Condition of Zoning Map Amendment (Rezoning) RZ21-0002**, subject to the following condition:
 1. To provide a minimum of 20% of the rental multi-unit residential units as workforce housing at a rate of 80% Area Median Income (AMI) or less, ensured upon a 20-year Land Use Restriction Agreement (LURA), to be written and signed.



SANDY SPRINGS

GEORGIA

P&Z STAFF REPORT

Mayor and City Council Meeting, June 15, 2021

Case: **TA21-0001 – Div. 9.2. State Waters Buffer Protection**
Staff Contact: Catherine Mercier-Baggett (cmercier-baggett@sandyspringsga.gov) /
Alexandra Horst (ahorst@sandyspringsga.gov)
Report Date: June 3, 2021

PURPOSE

An Ordinance to amend the following Development Code Division: Div. 9.2. State Waters Buffer Protection, to allow public trails in stream buffers.

RECOMMENDATIONS

Planning Commission (May 19, 2021)

Following Staff's presentation on TA21-0001, a Planning Commission Member asked why some trails and paths might need to be paved and for clarification that the proposed Amendment would impact only the City's buffer and impervious surface setback. Trails and paths are intended to be as accessible and available to different types of users as possible.

Motion

Commissioner Kelly moved to recommend **Approval** of Text Amendment TA21-0001. Commissioner Nickles seconded the motion. All Members present (Commissioner King was absent) voted in favor of the motion, and it passed.

Department of Community Development

Staff recommends **Approval** of **Text Amendment** TA21-0001.

PROCESS

Planning Commission Hearing: May 19, 2021	Mayor and City Council Hearing: June 15, 2021
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PROPOSED AMENDMENT

~~Strike-through red:~~ Text to be removed

Blue: Text to be added

Sec. 9.2.2. – Applicability

C. Exemptions

The following specific activities are exempt from this Division. Exemption of these activities does not constitute an exemption for any other activity proposed on a property.

1. Activities for the purpose of building one of the following:

- a. A stream crossing by a driveway, transportation route or utility line;
- b. Public water supply intake or public wastewater outfall structures;
- c. Intrusions necessary to provide access to a property;
- d. Public access facilities that must be on the water including boat ramps, docks, foot trails leading directly to the river, fishing platforms and overlooks;
- e. ~~Unpaved foot trails and paths;~~ Trails and paths, paved or unpaved, provided that:
 - i. They are maintained by the City of Sandy Springs or its designee, and
 - ii. Their alignment and construction minimize intrusion into the buffer and impervious surface setback, and they disturb land no more than 25' in width during grading and construction, unless approved by the Director due to drainage, topography, other physical conditions, or other reasons deemed acceptable to the Director, and
 - iii. They are no more than 14' in width, and
 - iv. Associated gathering spaces, such as sitting areas and viewing platforms, do not exceed 350 square feet each, and
 - v. The disturbed buffers are stabilized and restored to the maximum possible extent, in accordance with the standards set forth in the Restoration Standards in the City of Sandy Springs Technical Manual.
- f. Activities to restore and enhance stream bank stability, vegetation, water quality or aquatic habitat, so long as native vegetation and bioengineering techniques are used.

Existing regulations can be found here:

https://library.municode.com/ga/sandy_springs/codes/development_code?nodeId=ART9ENPR_DIV.9.2STWABUPR.

BACKGROUND

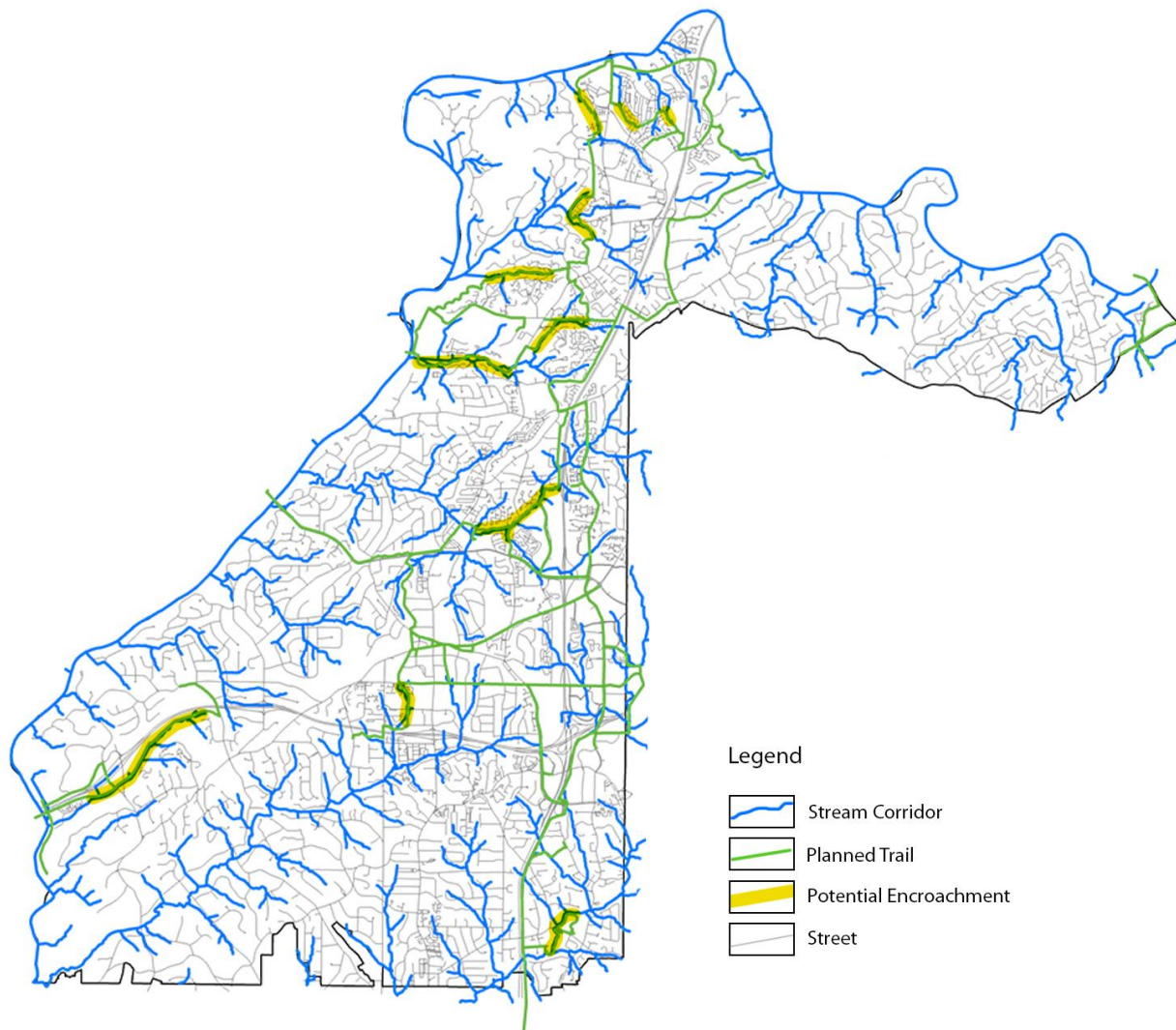
The regulation of stream corridors is necessary in order to maintain undisturbed soil and vegetation, which are essential for erosion control, water quality, and providing wildlife habitat. The State regulates the first 25' from state waters, as measured from the point of wretched vegetation, running parallel to the stream (O.C.G.A.12-7-6(a)(15)(A)). The City requires the continuation of the undisturbed, vegetated buffer for an additional 25' and an impervious surface setback for an additional 25'.

Because the City is almost built out, stream corridors and the floodplain are often the only remaining land to accommodate off-road recreational trails. Text Amendment TA21-0001 proposes to amend Div. 9.2. of the Sandy Springs Development Code to allow for trails and paths in the City's buffer and impervious surface setback. The proposed language would simplify the implementation of the 2019 *Sandy Springs Trail Master Plan* (<https://www.sandyspringsga.gov/home/showpublisheddocument/21757/637073611409630000>).

Several encroachments into the City's buffer and impervious setback are anticipated, as illustrated in the map below.

The intent of this Amendment is to allow for limited encroachments for public trails into the City's buffer and impervious surface setback by right, without requiring plans to go through the Stream Buffer Variance process with the Board of Appeals. The Amendment would apply solely to *City* regulations. Intrusions into the 25' State buffer would still require a Variance from the State.

MAP OF ANTICIPATED AREAS OF ENCROACHMENT FOR *TRAIL MASTER PLAN* IMPLEMENTATION



DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, Staff recommends **Approval** of **Text Amendment** TA21-0001, An Ordinance to amend the following Development Code Division: Div. 9.2. State Waters Buffer Protection.

STATE OF GEORGIA
CITY OF SANDY SPRINGS

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA TO AMEND SECTION 9.2.2.C. EXEMPTIONS OF THE SANDY SPRINGS DEVELOPMENT CODE AS FURTHER DESCRIBED BELOW; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

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

WHEREAS, the Mayor and City Council have conducted a properly-advertised Public Hearing prior to adoption of this Ordinance in accordance with the Zoning Procedures Act.

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

SECTION I: The City of Sandy Springs Development Code is hereby amended by replacing Sec. 9.2.2.C.1.e by the following:

- e. Trails and paths, paved or unpaved, provided that:
 - i. They are maintained by the City of Sandy Springs or its designee, and
 - ii. Their alignment and construction minimize intrusion into the buffer and impervious surface setback, and they disturb land no more than 25' in width during grading and construction, unless approved by the Director due to drainage, topography, other physical conditions, or other reasons deemed acceptable to the Director, and
 - iii. They are no more than 14' in width, and
 - iv. Associated gathering spaces, such as sitting areas and viewing platforms, do not exceed 350 square feet each, and
 - v. The disturbed buffers are stabilized and restored to the maximum possible extent, in accordance with the standards set forth in the Restoration Standards in the City of Sandy Springs Technical Manual.

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

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

SECTION IV: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

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

APPROVED AND ADOPTED this the 15th day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)

TA21-0001

Div. 9.2. State Waters Buffer Protection

June 15, 2021



SANDY SPRINGS™
GEORGIA

TA21-0001

Div. 9.2. State Waters Buffer Protection

**STAFF RECOMMENDATION:
APPROVAL**

**PC RECOMMENDATION (5/19/2021):
APPROVAL**

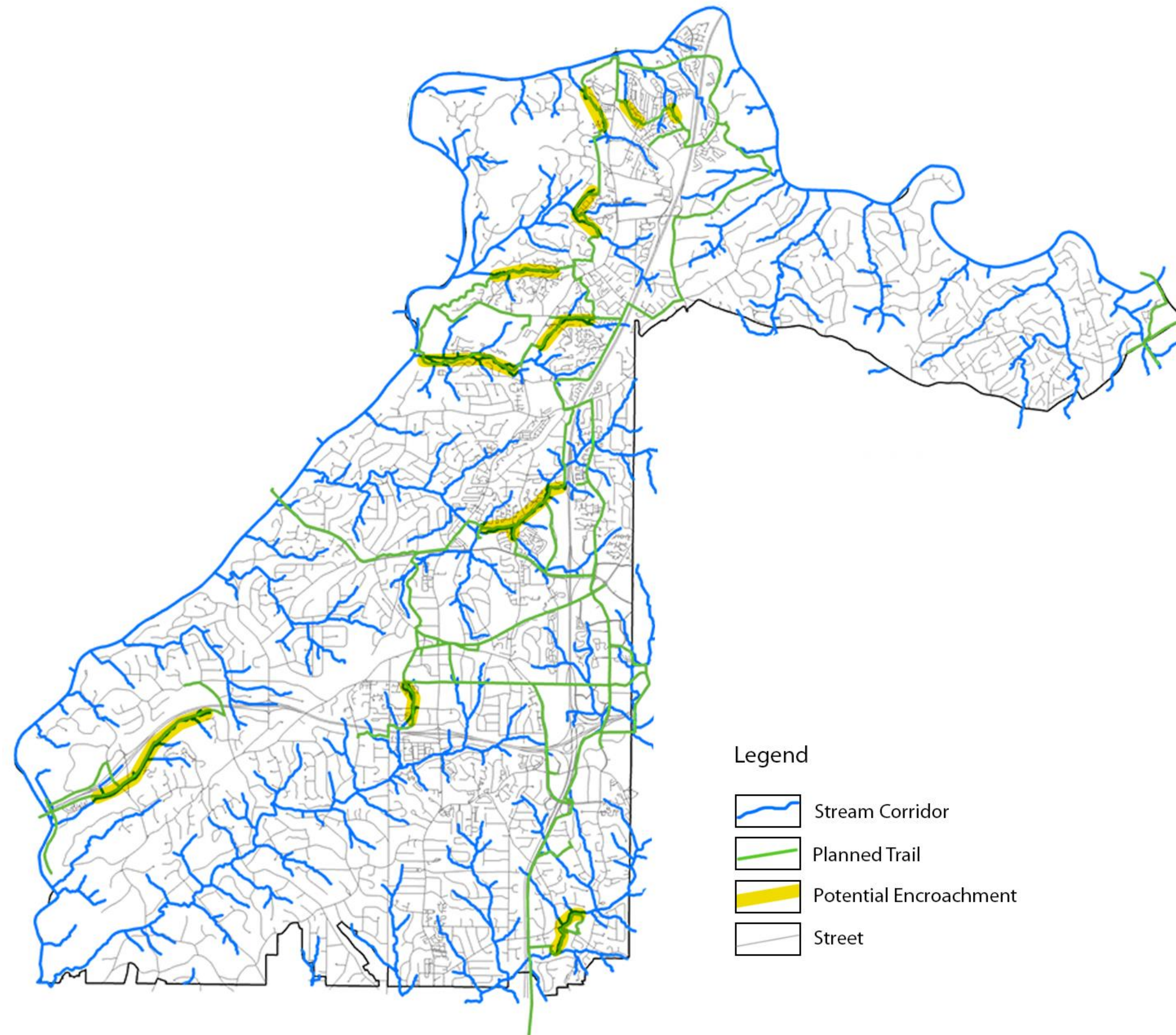
Purpose

- An Ordinance to amend the following Development Code Division: Div. 9.2. State Waters Buffer Protection, to allow for public trails in stream buffers

Background

- Regulations:
 - State: first 25' from state waters
 - City: continuation of buffer for 25' and impervious surface setback for 25'
- Stream corridors and floodplain are often only land remaining to accommodate trails
- Proposal: Allow public trails and paths in City's buffer and impervious surface setback
- Would simplify implementation of *Trail Master Plan*
- Would apply only to City's buffer and impervious setback

Anticipated Areas of Potential Encroachment for *Trail Master Plan* Implementation



Proposed Amendment

Sec. 9.2.2. – Applicability

C. Exemptions

The following specific activities are exempt from this Division. Exemption of these activities does not constitute an exemption for any other activity proposed on a property.

1. Activities for the purpose of building one of the following:
 - e. Trails and paths, paved or unpaved, provided that:
 - i. They are maintained by the City of Sandy Springs or its designee, and
 - ii. Their alignment and construction minimize intrusion into the buffer and impervious surface setback, and they disturb land no more than 25' in width during grading and construction, unless approved by the Director due to drainage, topography, other physical conditions, or other reasons deemed acceptable to the Director, and
 - iii. They are no more than 14' in width, and
 - iv. Associated gathering spaces, such as sitting areas and viewing platforms, do not exceed 350 square feet each, and
 - v. The disturbed buffers are stabilized and restored to the maximum possible extent, in accordance with the standards set forth in the Restoration Standards in the City of Sandy Springs Technical Manual.

Recommendation

- PC recommended **Approval**
- Staff recommends **Approval** of **Text Amendment** TA21-0001.



SANDY SPRINGS™
GEORGIA



P&Z STAFF REPORT

Mayor and City Council Meeting, June 15, 2021

Case: **TA21-0003 – Technical Manual Section 1**
Staff Contact: Catherine Mercier-Baggett (cmercier-baggett@sandyspringsga.gov) /
Alexandra Horst (ahorst@sandyspringsga.gov)
Report Date: June 3, 2021

PURPOSE

An Ordinance to amend the following Technical Manual Section: Section 1 – Landscape, Tree and Buffer Submittal Plans and Planting Standards, in order to incorporate state waters buffer revegetation standards.

RECOMMENDATION

Department of Community Development

Staff recommends **Approval** of **Text Amendment** TA21-0003.

PROCESS

Planning Commission Hearing:
N/A
(Amendments to the Technical Manual are not
reviewed by Planning Commission)

Mayor and City Council Hearing:
June 15, 2021

PROPOSED AMENDMENT

Existing text to be replaced:

E. State Water Buffers — See Development Code

Mitigation plans shall be required to meet the submittal criteria prepared by the Department.

Proposed replacement text:

E. State Water Buffers Restoration Standards

The following standards apply to restoration of vegetation in state waters buffers regulated by the City in conjunction with a Variance, pursuant to Development Code Div. 11.6. – Relief. Other projects such as streambank stabilization are subject to bioengineering best practices.

Intrusion and disturbance in stream buffers must be promptly mitigated through revegetation. Plants are necessary to the proper functioning of the buffer by controlling erosion, slowing and filtering runoff, shading the water to stabilize temperature, and providing wildlife habitat.

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

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

- d. Example:

Area to be restored: 10,000 square feet		
Each stratum coverage: 10,000 x 25% = 2,500 square feet		
<i>Stratum</i>	<i>Coverage per plant (square feet)</i>	<i>Number of plants</i>
Large trees (2" cal.)	200	13
Understory trees (1" cal.)	100	25
Shrubs (3 gal.)	25	20
Shrubs (1 gal.)	10	200

	Groundcover and/or perennials (1 gal.)	5	100
	Groundcover and/or perennials (4" pot)	1	2,000

BACKGROUND

The regulation of stream corridors is necessary to maintain undisturbed soil and vegetation, which are essential for erosion control, water quality, and providing wildlife habitat. The State regulates the first 25' from state waters, as measured from the point of wrested vegetation, running parallel to the stream (O.C.G.A.12-7-6(a)(15)(A)). The City requires the continuation of the undisturbed, vegetated buffer for an additional 25' and an impervious surface setback for an additional 25'.

From time to time, Stream Buffer Variances are granted by the Board of Appeals in order to allow intrusions into and disturbance in the stream buffers. A Mitigation Plan is required as part of a Stream Buffer Variance Application and must include the proposed landscape design and planting schedule, detailing the plant species and quantities to be used. The City developed Revegetation Standards that were last revised in 2009 in order to provide guidance to Applicants. Those standards were used as a policy and never officially adopted.

Text Amendment TA21-0003 reflects the plant sizes readily available in the nursery trade and codifies the Revegetation Standards in the Technical Manual.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Staff recommends **Approval** of **Text Amendment TA21-0003**, An Ordinance to amend the following Technical Manual Section: Section 1 – Landscape, Tree and Buffer Submittal Plans and Planting Standards.

STATE OF GEORGIA
CITY OF SANDY SPRINGS

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

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

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

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

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

SECTION I: The City of Sandy Springs Technical Manual Section 1 – E. is hereby replaced in its entirety as follows:

E. State Water Buffers Restoration Standards

The following standards apply to restoration of vegetation in state waters buffers regulated by the City in conjunction with a Variance, pursuant to Development Code Div. 11.6. – Relief. Other projects such as streambank stabilization are subject to bioengineering best practices.

Intrusion and disturbance in stream buffers must be promptly mitigated through revegetation. Plants are necessary to the proper functioning of the buffer by controlling erosion, slowing and filtering runoff, shading the water to stabilize temperature, and providing wildlife habitat.

1. Installation
 - a. All work inside the buffer must be conducted by hand, without the use of machinery.
2. Plant selection
 - a. All selected species must be native to the Piedmont region.
 - b. No more than 25% of individual trees or shrubs may be of a same species. For example, if 20 trees are needed, only 5 (five) can be of a same species.
 - c. Minimum stock sizes
 - i. Large trees: 2” caliper.
 - ii. Understory trees: 1” caliper.
 - iii. Shrubs: 1 trade gallon.
 - iv. Groundcover and perennials: 4” pot.

- d. Plant selection should focus on species that provide rapid ground coverage and erosion control.
- e. City Staff will confirm the suitability of the proposed planting plan and plant selection.
- 3. Planting scheme
 - a. Plants must provide the associated coverage (see below) within three (3) years of planting. Bare areas between young plants must be stabilized with mulch.
 - b. Trees and shrubs may be planted in groupings; however, the groupings must be distributed throughout the entire disturbed area. The final result should look like a naturally established buffer, as opposed to a conventional landscaped area.
 - c. The calculation of plants needed is based on square footage of the area to be restored (see below).
- 4. Canopy coverage
 - a. Trees planted for restoration may count towards the required lot canopy; however, they cannot be counted as recompense for trees removed.
- 5. Calculations
 - a. A chart detailing the calculations must be provided on the planting plan, which must be approved by the City.
 - b. Each stratum should cover 25% of the area to be restored.
 - c. Individual plants in each stratum have an associated coverage of:

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

- d. Example:

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

SECTION II: It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of the City of Sandy Springs Technical Manual, and the codifier is authorized to make the specified deletions,

insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

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

SECTION IV: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

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

APPROVED AND ADOPTED this the 15th day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)

TA21-0003

Technical Manual Section 1

June 15, 2021



SANDY SPRINGS™
GEORGIA

TA21-0003

Technical Manual Section 1

STAFF RECOMMENDATION:
APPROVAL

Purpose

- An Ordinance to amend the following Technical Manual Section:
Section 1 – Landscape, Tree and Buffer Submittal Plans and Planting Standards, to provide revegetation standards for stream buffers

Background

- Mitigation Plan required with Stream Buffer Variance applications
 - Revegetation Standards were in a stand-alone document
 - Amendment updates and codifies the Standards
 - Reflects the available sizes of native plant species in nurseries
-
- Note: Amendments to the Technical Manual are not reviewed by Planning Commission

Proposed Amendment

- All work to be done by hand
- Plant species must be native to the Piedmont
- Stock sizes and associated coverage

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

Recommendation

- Staff recommends **Approval of Text Amendment TA21-0003.**



SANDY SPRINGS™
GEORGIA



River, Tributary, and State Waters Buffer-Revegetation Standards

April 10, 1996

Revised January 27, 2000

Revised May 26, 2009

The following standard shall be applied to re-vegetation of the 50-foot buffer along the Chattahoochee River and all state waters located within the City of Sandy Springs. Buffers are measured from the tops of the banks (point of wrested vegetation) of the state waters or river. If a lake or detention pond is considered state waters, the buffer is measured for the normal water elevation for lakes and the 25-year storm elevation for detention ponds. Revegetation for utility crossings must take place outside the 20-foot maintenance easements. Areas within all buffers must have 100 percent coverage with native plants. There plants (refer to attached plant list shall be installed in the following proportions:

- 25% Large Trees (Only 20% may be pine)
- 25% Small Trees
- 25% Shrubs
- 25% Ground Cover/Perennials

Plants in each category have the following square-foot value:

Large Trees:	200 sq ft each, minimum 3" caliper
Small Trees:	100 sq ft each, minimum 2" caliper
Shrubs:	25 sq ft each, minimum 3 gallon
Ground Cover/Perennial:	4 sq ft each, minimum 1 gallon

Note: Generally, no more that 25% of the trees and shrubs required may be one species. For example, if coverage requires 100 large trees, at least four species, 25 trees each, must be used.

Example: A 50' buffer 200' long must be totally revegetated: (see attached diagram)

Buffer 200' long x 50' wide	= 10,000 sq ft to be covered with vegetation
25% x 10,000 sq ft	= 2500 sq ft of plants from each category
Large Trees	= 2500 sq ft ÷ 200 sq ft each = 12.5 large trees required
Small Trees	= 2500 sq ft ÷ 100 sq ft each = 25 small trees required
Shrubs	= 2500 sq ft ÷ 25 sq ft each = 100 shrubs required
Ground Cover/Perennial	= 2500 sq ft ÷ 4 sq ft each = 625 plants planted

The attached example shows on possible planting plan for the strip. Plants used for revegetation should be chosen for the attached list. These plants were selected for their suitability for planting along stream banks and the river corridor.

Key

- full sun (6 or more hours of direct sunlight, including afternoon sun)
- partial sun (morning sun/afternoon shade)
- shade (full shade from trees, buildings, or north face of slope)
- U upland (dry, well-drained)
- M mesic (moist, well-drained)
- W wet (periodically flooded or standing water)

Note: These are general guidelines containing only a selection of plants. Please consult an expert for the specifics regarding your site. Cultural requirements were drawn from: Dirr (1983) *Manual of Woody Landscape Plants*; Foote & Jones (1989) *Native Shrubs and Woody Vines of the Southeast*; Jones & Foote (1990) *Gardening with Native Wildflowers*; and Brown & Kirkman (1990) *Trees of Georgia and Adjacent States*.

**Revegetation Standards
within River, Tributary, and State-Waters Buffers**

LARGE TREES (25%)

Red Maple ○ ● ● UMW	<i>Acer rubrum</i>
River Birch ○ ● UMW	<i>Betula nigra</i>
Shagbark Hickory ● ● M	<i>Carya ovata</i>
Sugarberry ○ ● UMW	<i>Celtis laevigata</i>
Persimmon ○ ● UMW	<i>Diospyros virginiana</i>
American Beech ● ● M	<i>Fagus grandifolia</i>
White Ash ○ ● M	<i>Fraxinus americana</i>
Green Ash ○ UMW	<i>Fraxinus pennsylvanica</i>
Sweetgum ○ ● UM	<i>Liquidambar styraciflua</i>
Tulip Poplar ○ M	<i>Liriodendron tulipifera</i>
Southern Magnolia ○ ● MW	<i>Magnolia grandiflora</i>
Black Gum ○ ● UM	<i>Nyssa sylvatica</i>
Loblolly Pine ○ UM	<i>Pinus taeda</i>
Sycamore ○ ● ● UM	<i>Platanus occidentalis</i>
White Oak ○ ● ● UM	<i>Quercus alba</i>
Overcup Oak ○ ● ● UMW	<i>Q. lyrata</i>
Water Oak ○ ● ● UMW	<i>Q. nigra</i>
Pin Oak ○ ● ● UMW	<i>Q. palustris</i>
Willow Oak ○ ● ● UMW	<i>Q. phellos</i>
Black Willow ○ W	<i>Salix nigra</i>
Bald Cypress ○ ● UMW	<i>Taxodium distichum</i>

SMALL TREES (25%)

Florida Maple ○ ● ● MW	<i>Acer barbatum</i>
Red Buckeye ○ ● ● M	<i>Aesculus pavia</i>
Serviceberry ○ ● UM	<i>Amelanchior spp.</i>
Ironwood ● ● MW	<i>Carpinus caroliniana</i>
Redbud ○ ● UM	<i>Cersis canadensis</i>
Dogwood ○ ● UM	<i>Cornus florida</i>
Washington or other native Hawthorn ○ ● M	<i>Crataegus phaenopyrum, Crataegus spp.</i>

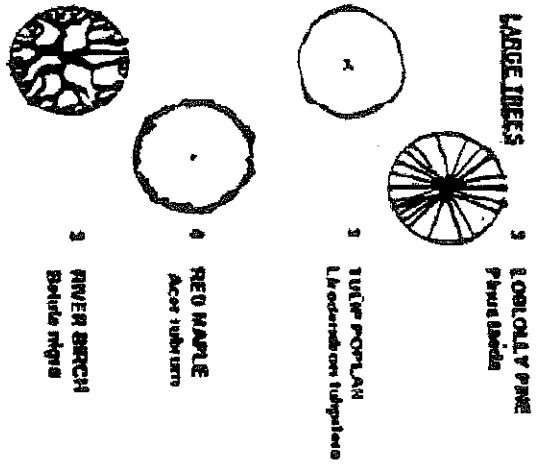
Carolina Silverbell ○ ● MW	Halesia carolina
American Holly ○ ● M	Ilex opaca
Yaupon Holly (not dwarf) ○ ● UMW	Ilex vomitoria
Sweetbay ○ ● MW	Magnolia virginiana
Southern Crabapple ○ ● U	Malus angustifolia
Hophornbeam ○ ● UM	Ostrya virginiana
Sourwood ○ ● UM	Oxydendron arboreum
SHRUBS (25%)	
Buckeye ● ● M	Aesculus sylvatica
Alder ○ ● W	Alnus serrulata
Red Chokeberry ○ ● UMW	Aronia arbutifolia
Pawpaw ○ ● M	Asimina triloba
Sweetshrub ○ ● ● M	Calycanthus floridus
American Beautyberry ● UM	Callicarpa americana
Buttonbush ○ ● W	Cephalanthus occidentalis
Sweet Pepperbush ○ ● MW	Clethra alnifolia
American Strawberry Bush ○ ● ● M	Euonymus americanus
Witchhazel ○ ● ● M	Hamamelis virginiana
Inkberry ○ ● ● MW	Ilex glabra
Oak-leaf Hydrangea ○ ● M	Hydrangea quercifolia
Florida Anise ● ● MW	Illicium floridanum
Small Anise ● ● MW	Illicium parviflorum
Possumhaw ○ ● MW	Ilex decidua
Winterberry ○ ● MW	Ilex verticillata
Itea, Virginia Sweetspire ○ ● ● MW	Itea virginica
Mountain Laurel ○ ● ● M	Kalmia latifolia
Dog Hobble ● ● M	Leucothoe spp.
Wax Myrtle ○ ● UMW	Myrica cerifera
American Devilwood ○ ● ● MW	Osmanthus americanus
Chickasaw and Hog Plum ○ ● U	Prunus angustifolia, P. umbellata
Wild Plum ○ ● UM	P. americana
Piedmont Azalea, other natives ● ● M Note: Jap. evergreen azaleas are <u>not</u> acceptable	Rhododendron canescens, R. periclymenoides, R. flammeum, R. calendulaceum, R. viscosum, etc...

Dwarf Rhododendron ▶ ● M	Rhododendron minus
Smooth or Winged Sumac ○ U	Rhus glabra, R. copallina
Maple-leaf Viburnum ▶ ● M	Viburnum acerifolium
Swamp-haw Viburnum ○ ▶ MW	Viburnum nudum, V. cassinoides
GRASSES/GROUNDCOVERS/PERENNIALS (25%)	
Grasses	
Splitbeard Bluestem ○ UM	Andropogon ternarius
Broomsedge ○ UM	Andropogon virginicus
Bushy Beardgrass ○ W	Andropogon glomeratus
Side-Oats Grama ○ U	Bouteloua curtipendula
Upland Sea Oats ○ ▶ MW	Chasmanthium latifolium
Wild Rye ○ ▶ MW	Elymus virginicus, E. canadensis
Switchgrass ○ UM	Panicum virgatum
Little Bluestem ○ U	Schizachyrium scoparium (Andropogon scoparium)
Indian Grass ○ UM	Sorghastrum nutans
Ferns	
Sensitive fern ▶ ● MW	Onoclea sensibilis
Cinnamon fern ○ ▶ MW	Osmunda cinnamomea
Royal fern ▶ ● W	Osmunda regalis
Christmas Fern ▶ ● UM	Polystichum acrostichoides
Virginia Chain Fern ○ W	Woodwardia virginica
Flowers	
Butterflyweed ○ ▶ U	Asclepias tuberosa
New England Aster ○ M	Aster novae-angliae
Turtlehead ▶ M	Chelone lyonii
Lanceleaved Coreopsis ○ U	Coreopsis lanceolata
Bleeding heart ▶ ● M	Dicentra eximia
Hardy ageratum ○ ▶ UM	Eupatorium coelestinum
Joe-Pye Weed ○ ▶ M	Eupatorium fistulosum
Wild Geranium ▶ ● M	Geranium maculatum
Narrow-leaved sunflower ○ UM	Helianthus angustifolius

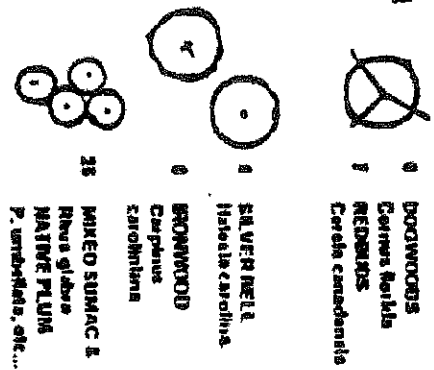
Hibiscus ○ W (Note: <u>not</u> shrub althea)	Hibiscus coccineus, H. moscheutos
Gayfeather ○ ► U	Liatris spicata, L. aspera
Cardinal Flower ○ ► MW	Lobelia cardinalis
Great Lobelia ○ ► M	Lobelia siphilitica
Partridgeberry ► ● M	Mitchella repens
Evening Primrose ○ U	Oenothera speciosa, O. fruticosa
False Dragonhead, Obedient Plant ○ M	Physotegia virginiana
Solomon's Seal ► ● M	Polygonatum biflorum
Goldsturm Black-Eyed Susan ○ ► M	Rudbeckia fulgida "Goldsturm"
Black-Eyed Susan ○ ► U	Rudbeckia hirta
False Solomon's Seal ► ● M	Smilacina racemosa
Goldenrod ○ U	Solidago spp.
Stoke's Aster ○ ► MW	Stokesia laevis
Foamflower ► ● M	Tiarella cordifolia
Spiderwort ○ U	Tradescantia virginiana, T. ohienensis
Ironweed ○ M	Vernonia noveboracensis
Yellow-root (woody vine) ► ● MW	Xanthorhiza simplicissima
Emergents	
Soft Rush or other native rushes ○ ► MW	Juncus effusus
Blue-flag Iris ○ W	Iris virginica, I. versicolor
Goldenclub ○ W	Orontium aquaticum
Pickeralweed ○ W	Pontederia cordata
Arrowhead ○ W	Sagittaria latifolia
Lizardtail ○ W	Saururus cernuus
Cattail ○ W	Typha angustifolia, T. latifolia

REVEGETATION SAMPLE

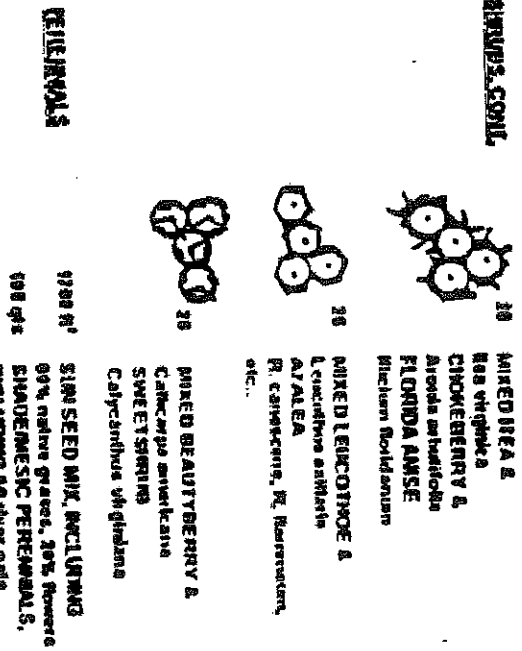
LARGE TREES



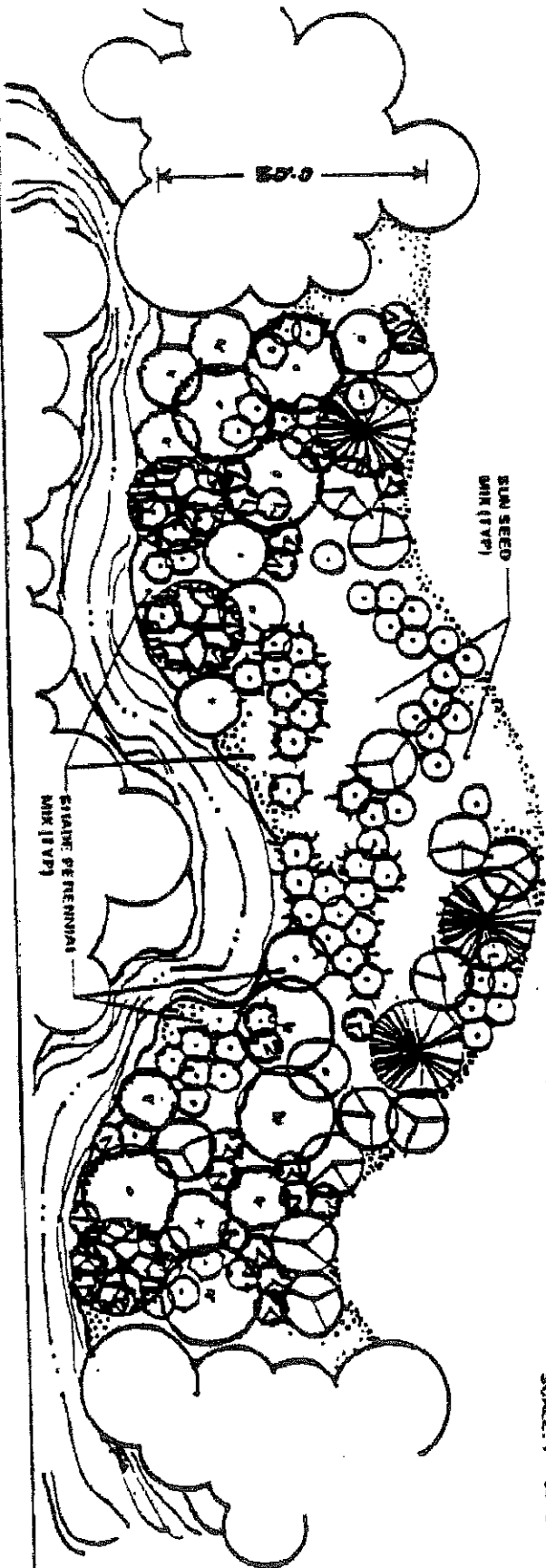
SMALL TREES



SHRUBS, CONT.



SCALE: 1" = 38' - 0"





SANDY SPRINGS
GEORGIA

P&Z STAFF REPORT

Mayor & City Council Meeting, June 15, 2021

Case: **TA21-0002 – (Party House)**
Staff Contact: Matthew Anspach (manspach@sandyspringsga.gov)
Report Date: June 4, 2021

PURPOSE

An Ordinance to amend the following Development Code Article and Division:
Art. 7. Use Provisions
Div. 11.5. Other Permits

RECOMMENDATIONS

Planning Commission (May 19, 2021)

Following Staff's presentation on TA21-0002, the Planning Commission discussed the possibility of an exemption for non-profit organizations to the Party House Ordinance. Discussion included concerns over potential loopholes an exemption might create.

Motion

Commissioner Nickles moved to recommend **Approval** of Text Amendment TA21-0002 with the following condition:

That the Council consider appropriate language or explanation so as to not have this (ordinance) conflict in any way with non-profit events in residential (settings) or other non "party house" events.

Commissioner Settles seconded the motion. All Members present (Commissioner King was absent) voted in favor of the motion, and it passed.

Staff recommends **Approval** of **Text Amendment** TA21-0002.

PROCESS

Planning Commission Hearing:
May 19, 2021

Mayor and City Council Hearing:
June 15, 2021

PROPOSED AMENDMENT

~~Strike-through red:~~ Text to be removed

Blue: Text to be added

7.2. - Allowed Use Table

Allowed Use Table	Protected Neighborhood				Urban Neighborhood				Corridors & Nodes								Perimeter Center			
Use Category: Specific Use	RE	RD	PK	CON	RU	RT	RM	RX	ON-	OX-	CX-	SX-	TX-	CS-	IX-	CC-	PR-	PX-	PM-	Definition/ Standards
Temporary Uses																				
Goat/Sheep Yard Maintenance	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.4
Mobile Temporary Uses																				
Cell on Wheels (COWs) Antenna	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.2
Mobile Services	L	L	L	L	L	L	L	L	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.11
Other Temporary Uses	L	L	L	L	L	L	L	L	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.10
Temporary Structures																				

Donation Bin or Trailer	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.3
Manufactured Home	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.1
Model Home	P	P	—	—	P	P	P	P	P	P	P	P	P	P	P	P	P	L	L	Sec. 7.9.5
Other Temporary Structure	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.9
Temporary Fireworks Retail Sales	—	—	—	—	—	—	—	—	—	—	A	—	—	—	—	A	—	—	—	Sec. 7.9.8
Temporary Office	—	—	—	—	—	—	—	—	A	A	A	A	A	—	A	A	A	A	A	Sec. 7.9.7
Party House	—	—	—	—	—	—	—	—	A	A	A	A	A	A	—	A	—	A	—	Sec. 7.9.6.B

KEY: P Permitted | L Limited Use | C Conditional Use Permit | A Administrative Use Permit | — Not Permitted

Sec. 7.9.6. - Special Events

A. Special Event

1. See Section 50, Article IV of the City Code of Ordinances for requirements for special events not specifically defined below.

B. Party House

1. **Defined** A single unit detached, single unit attached, or multi-unit dwelling, including all accessory structures and the dwelling unit's curtilage, which is used for the purpose of hosting a commercial event. For this definition, commercial event includes parties, ceremonies, receptions or similar large-scale gatherings where a fee is charged for the use of the dwelling unit, whether or not the attendees are charged entry to the event; or parties, ceremonies, receptions or similar large-scale gatherings where attendees are charged entry. Where an Administrative Use Permit is required for a party house the criteria for approval shall be outlined in the Administrative Use Permit application as established by the Director of Community Development.

2. Basic Use Standards

- a. Party house provided that the use shall be prohibited within 150 feet of a property zoned RE, RD, PK, CON, RU, RT, RM, RX, PR, or a property used for residential purposes measured from property line to property line.
- b. It unlawful for a Party House Event to occur in the city without having first obtained a permit for such event.
- c. All Permits are temporary and shall not vest in the holder any permanent property rights in a permit.
- d. The location of a Party House must comply with all existing zoning requirements of the City, and there must be sufficient lawful parking available. An application shall be subject to review of the director of the Community Development Department to determine compliance with the City's zoning requirements. Administrative exceptions are subject to the approval of the City Manager.
- e. Unless specifically provided otherwise, a Party House event is subject to and must comply with any and all other applicable ordinances of the City.

Sec. 11.5.4. – Other Permits

H. Administrative Use Permit

1. Intent Administrative use permits are intended to be used where complex or unusual technical determinations are involved and/or in conjunction with temporary uses and structures where the matter is not of such a nature as to require public notice and hearing. Such permits shall be processed by the community development department

2. Authority The Director shall be responsible for processing administrative use permits, making or causing to be made all necessary studies and referrals, and deciding thereon.

3. Conditions In granting administrative use permits, such conditions may be attached as are deemed necessary in the particular case to protect the public interest and surrounding properties. Such conditions shall generally be of a nature as stated below, in addition to policy or regulations specific to the use otherwise required by the City:

- a. Ingress and egress to the property and proposed structure or uses thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other catastrophe.
- b. Off-street parking and loading areas where required, with particular attention to the items in a. above.
- c. Refuse and service areas.
- d. Appropriate buffering or screening to alleviate such potentially adverse effects as may be created by noise, glare, odor, lighting, signs or traffic congestion.
- e. Hours and manner of operations.
- f. Length of time regarding the duration of such permit, if any.
- g. Tree preservation and replacement in accordance with the requirements of the City of Sandy Springs Tree Conservation Ordinance (Div. 9.3.).

4. Applications A property owner, or any other person with notarized written consent of the property owners, may file with the Director an application for an administrative use permit on such property, provided that such permit is generally authorized in the district in which such purpose is so designated.

The application shall be filed on a form provided for such purposes and shall be accompanied by plans, reports or other information, exhibits or documents as may reasonably be required by the Director to make the necessary findings in the case.

5. **Action by Director** The Director shall examine the application and supporting materials for conformance with the requirements and stated intent of this Code, make such referrals as are called for in the circumstances of the case, and within 30 days (unless a longer period is mutually agreed upon) decide on the application.

The Director may issue the permit as applied for, issue a permit conditional upon changes to the application, set forth in writing, as necessary to assure conformance with the requirements and stated intent of this Code, or deny the application, with written reasons for such denial.

6. **Withdrawal of application** An application for an administrative use permit may be withdrawn at any time without limitation on resubmittal.
7. **Appeals of decision made by the Director** Appeals of decisions made by the Director shall be submitted to the Board of Appeals, as provided in Sec. 11.6.3.
8. **Appeals of decision made by the Board of Appeals** Appeals of a decision made by the Board of Appeals under the provisions of this section shall be as provided for in Sec. 11.6.3.

Existing regulations can be found here:

https://library.municode.com/ga/sandy_springs/codes/development_code

BACKGROUND

Finding congruency between maintaining the integrity of residential areas and allowing for the hosting of large parties can be a challenging undertaking. The commercialization of residences into large gathering places, or effectively ‘party houses’ cause disturbances in our neighborhoods that are not in keeping with our City Codes and in a larger sense, the vision of our Next Ten Comprehensive Plan.

Unsanctioned party house events are an ever increasing reality in the City of Sandy Springs. This Text Amendment proposal is an effort to more successfully curb these large commercial parties from showing up in residential neighborhoods, creating nuisances, straining public resources and infrastructure, and even creating various dangers to the public.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, Staff recommends **Approval** of **Text Amendment** TA21-0002, An Ordinance to amend the following Development Code Article and Division:

Art. 7. Use Provisions

Div. 11.5. Other Permits

Div. 7.2. - Allowed Use Table

Allowed Use Table	Protected Neighborhood				Urban Neighborhood				Corridors & Nodes								Perimeter Center			
Use Category: Specific Use	RE	RD	PK	CON	RU	RT	RM	RX	ON -	OX- -	CX -	SX- -	TX -	CS -	IX -	CC- -	PR -	PX -	P M -	Definition / Standards
Temporary Uses																				
Goat/Sheep Yard Maintenance	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.4
Mobile Temporary Uses																				
Cell on Wheels (COWs) Antenna	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.2
Mobile Services	L	L	L	L	L	L	L	L	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.11
Other Temporary Uses	L	L	L	L	L	L	L	L	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.10
Temporary Structures																				
Donation Bin or Trailer	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.3
Manufactured Home	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.1

Model Home	P	P	—	—	P	P	P	P	P	P	P	P	P	P	P	P	P	L	L	Sec. 7.9.5
Other Temporary Structure	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.9
Temporary Fireworks Retail Sales	—	—	—	—	—	—	—	—	—	—	A	—	—	—	—	A	—	—	—	Sec. 7.9.8
Temporary Office	—	—	—	—	—	—	—	—	A	A	A	A	A	A	—	A	A	A	A	Sec. 7.9.7
Party House	—	—	—	—	—	—	—	—	A	A	A	A	A	A	—	A	—	A	—	Sec. 7.9.6.B

KEY: P Permitted | L Limited Use | C Conditional Use Permit | A Administrative Use Permit | — Not Permitted

Sec. 7.9.6. - Special Events

A. Special Event

1. See Section 50, Article IV of the City Code of Ordinances for requirements for special events not specifically defined below.

B. Party House

1. **Defined** A single unit detached, single unit attached, or multi-unit dwelling, including all accessory structures and the dwelling unit's curtilage, which is used for the purpose of hosting a commercial event. For this definition, commercial event includes parties, ceremonies, receptions or similar large-scale gatherings where a fee is charged for the use of the dwelling unit, whether or not the attendees are charged entry to the event; or parties, ceremonies, receptions or similar large-scale gatherings where attendees are charged entry. Criteria for approval shall be outlined in the administrative use permit application as established by the Director of Community Development.
2. **Basic Use Standards**
 - a. It is unlawful for a party house event to occur in the city without having first obtained a permit for such event.
 - b. An application shall be subject to review of the director of the Community Development Department to determine compliance with the City's zoning requirements. Administrative exceptions are subject to the approval of the City Manager.
 - c. All permits are temporary and shall not vest in the holder any permanent property rights in a permit.
 - d. Unless specifically provided otherwise, a party house event is subject to and must comply with any and all other applicable ordinances of the City.
 - e. The location of a party house must comply with all existing zoning requirements of the City, and there must be sufficient lawful parking available.
 - f. Party house use shall be prohibited within 150 feet of a property zoned RE, RD, PK, CON, RU, RT, RM, RX, PR, or a property used for residential purposes measured from property line to property line.

Sec. 11.5.4. - Other Permits

H. Administrative Use Permit

1. Intent Administrative use permits are intended to be used where complex or unusual technical determinations are involved and/or in conjunction with temporary uses and structures where the matter is not of such a nature as to require public notice and hearing. Such permits shall be processed by the community development department

2. Authority The Director shall be responsible for processing administrative use permits, making or causing to be made all necessary studies and referrals, and deciding thereon.

3. Conditions In granting administrative use permits, such conditions may be attached as are deemed necessary in the particular case to protect the public interest and surrounding properties. Such conditions shall generally be of a nature as stated below, in addition to policy or regulations specific to the use otherwise required by the City:

- a. Ingress and egress to the property and proposed structure or uses thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other catastrophe.
- b. Off-street parking and loading areas where required, with particular attention to the items in a. above.
- c. Refuse and service areas.
- d. Appropriate buffering or screening to alleviate such potentially adverse effects as may be created by noise, glare, odor, lighting, signs or traffic congestion.
- e. Hours and manner of operations.
- f. Length of time regarding the duration of such permit, if any.
- g. Tree preservation and replacement in accordance with the requirements of the City of Sandy Springs Tree Conservation Ordinance (Div. 9.3.).

4. Applications A property owner, or any other person with notarized written consent of the property owners, may file with the Director an application for an administrative use permit on such property, provided that such permit is generally authorized in the district in which such purpose is so designated.

The application shall be filed on a form provided for such purposes and shall be accompanied by plans, reports or other information, exhibits or documents as may reasonably be required by the Director to make the necessary findings in the case.

5. Action by Director The Director shall examine the application and supporting materials for conformance with the requirements and stated intent of this Code, make such referrals as are called for in the circumstances of the case, and within 30 days (unless a longer period is mutually agreed upon) decide on the application.

The Director may issue the permit as applied for, issue a permit conditional upon changes to the application, set forth in writing, as necessary to assure conformance with the requirements and stated intent of this Code, or deny the application, with written reasons for such denial.

6. Withdrawal of application An application for an administrative use permit may be withdrawn at any time without limitation on resubmittal.

7. Appeals of decision made by the Director Appeals of decisions made by the Director shall be submitted to the Board of Appeals, as provided in Sec. 11.6.3.

8. Appeals of decision made by the Board of Appeals Appeals of a decision made by the Board of Appeals under the provisions of this section shall be as provided for in Sec. 11.6.3.

Mayor & City Council

June 15, 2021



SANDY SPRINGS™
GEORGIA

TA21-0002

Party House

STAFF RECOMMENDATION:
APPROVAL

PC RECOMMENDATION (5/19/2021):
APPROVAL WITH CONDITION

Purpose

- An Ordinance to amend the following Development Code Article and Division:
 - Art. 7. Use Provisions
 - Div. 11.5. Other Permits

Background

- Finding congruency between maintaining the integrity of residential areas and allowing for the hosting of large parties can be a challenging undertaking
- In an effort to curb large commercial parties from showing up in residential neighborhoods, creating nuisances and even dangers to the public, Staff offers the following text amendment
- Other edits are immaterial as they are regulations that currently exist, but will be more expressly provided for via the use table, and use permit provisions

Proposed Amendment

Party House Ordinance

- Creation of “Party House” (as a Temporary Use)
 - Location – Sec . 7.9.6.B.
 - Provided a definition and basic use standards

A. Special Event

1. See Section 50, Article IV of the City Code of Ordinances for requirements for special events not specifically defined below.

B. Party House

1. **Defined** A single unit detached, single unit attached, or multi-unit dwelling, including all accessory structures and the dwelling unit's curtilage, which is used for the purpose of hosting a commercial event. For this definition, commercial event includes parties, ceremonies, receptions or similar large-scale gatherings where a fee is charged for the use of the dwelling unit, whether or not the attendees are charged entry to the event; or parties, ceremonies, receptions or similar large-scale gatherings where attendees are charged entry. Criteria for approval shall be outlined in the administrative use permit application as established by the Director of Community Development.
2. **Basic Use Standards**
 - a. It is unlawful for a party house event to occur in the city without having first obtained a permit for such event.
 - b. An application shall be subject to review of the director of the Community Development Department to determine compliance with the City's zoning requirements. Administrative exceptions are subject to the approval of the City Manager.
 - c. All permits are temporary and shall not vest in the holder any permanent property rights in a permit.
 - d. Unless specifically provided otherwise, a party house event is subject to and must comply with any and all other applicable ordinances of the City.
 - e. The location of a party house must comply with all existing zoning requirements of the City, and there must be sufficient lawful parking available.
 - f. Party house use shall be prohibited within 150 feet of a property zoned RE, RD, PK, CON, RU, RT, RM, RX, PR, or a property used for residential purposes measured from property line to property line.

Ancillary Edits

Illustrate Temporary Uses in Use Table

- Show variety of existing “Temporary Uses” in Use Table, permitted with Administrative (Use) Permit (“A”)

Div. 7.2. - Allowed Use Table

Allowed Use Table	Protected Neighborhood				Urban Neighborhood				Corridors & Nodes								Perimeter Center			
Use Category: Specific Use	RE	RD	PK	CON	RU	RT	RM	RX	ON -	OX -	CX -	SX -	TX -	CS -	IX -	CC -	PR -	PX -	P M -	Definition / Standards
Temporary Uses																				
Model Home	P	P	—	—	P	P	P	P	P	P	P	P	P	P	P	P	P	L	L	Sec. 7.9.5
Other Temporary Structure	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.9
Temporary Fireworks Retail Sales	—	—	—	—	—	—	—	—	—	—	A	—	—	—	—	A	—	—	—	Sec. 7.9.8
Temporary Office	—	—	—	—	—	—	—	—	A	A	A	A	A	—	A	A	A	A	A	Sec. 7.9.7
Party House	—	—	—	—	—	—	—	—	A	A	A	A	A	A	—	A	—	A	—	Sec. 7.9.6.B

KEY: P Permitted | L Limited Use | C Conditional Use Permit | A Administrative Use Permit | — Not Permitted

H. Administrative Use Permit

1. **Intent** Administrative use permits are intended to be used where complex or unusual technical determinations are involved and/or in conjunction with temporary uses and structures where the matter is not of such a nature as to require public notice and hearing. Such permits shall be processed by the community development department.
2. **Authority** The Director shall be responsible for processing administrative use permits, making or causing to be made all necessary studies and referrals, and deciding thereon.
3. **Conditions** In granting administrative use permits, such conditions may be attached as are deemed necessary in the particular case to protect the public interest and surrounding properties. Such conditions shall generally be of a nature as stated below, in addition to policy or regulations specific to the use otherwise required by the City:
 - a. Ingress and egress to the property and proposed structure or uses thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other catastrophe.
 - b. Off-street parking and loading areas where required, with particular attention to the items in a. above.
 - c. Refuse and service areas.
 - d. Appropriate buffering or screening to alleviate such potentially adverse effects as may be created by noise, glare, odor, lighting, signs or traffic congestion.
 - e. Hours and manner of operations.
 - f. Length of time regarding the duration of such permit, if any.
 - g. Tree preservation and replacement in accordance with the requirements of the City of Sandy Springs Tree Conservation Ordinance (Div. 9.3.).
4. **Applications** A property owner, or any other person with notarized written consent of the property owners, may file with the Director an application for an administrative use permit on such property, provided that such permit is generally authorized in the district in which such purpose is so designated.

The application shall be filed on a form provided for such purposes and shall be accompanied by plans, reports or other information, exhibits or documents as may reasonably be required by the Director to make the necessary findings in the case.
5. **Action by Director** The Director shall examine the application and supporting materials for conformance with the requirements and stated intent of this Code, make such referrals as are called for in the circumstances of the case, and within 30 days (unless a longer period is mutually agreed upon) decide on the application.

The Director may issue the permit as applied for, issue a permit conditional upon changes to the application, set forth in writing, as necessary to assure conformance with the requirements and stated intent of this Code, or deny the application, with written reasons for such denial.
6. **Withdrawal of application** An application for an administrative use permit may be withdrawn at any time without limitation on resubmittal.
7. **Appeals of decision made by the Director** Appeals of decisions made by the Director shall be submitted to the Board of Appeals, as provided in Sec. 11.6.3.
8. **Appeals of decision made by the Board of Appeals** Appeals of a decision made by the Board of Appeals under the provisions of this section shall be as provided for in Sec. 11.6.3. |

Ancillary Edits Continued

Administrative Use Permit

- Provide more detailed framework for existing Administrative Permit

Recommendation(s)

- PC recommended **Approval with the Condition** that:

“The Council consider appropriate language or explanation so as to not have this (ordinance) conflict in any way with non-profit events in residential (settings) or other non “party house” events .”
- Staff recommends **Approval of Text Amendment** TA21-0002.

STATE OF GEORGIA
CITY OF SANDY SPRINGS

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA TO AMEND ARTICLE 7. USE PROVISIONS AND DIVISION 11.5. OTHER PERMITS OF THE SANDY SPRINGS DEVELOPMENT CODE AS FURTHER DESCRIBED BELOW; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

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

WHEREAS, the Mayor and City Council have conducted a properly-advertised Public Hearing prior to adoption of this Ordinance in accordance with the Zoning Procedures Act.

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

SECTION I: The City of Sandy Springs Development Code is hereby amended by revising certain sections as follows:

Section	Text to be replaced	Text adopted 06/15/2021																				
Division 7.2. Allowed Use Table	KEY: P Permitted L Limited Use C Conditional Use Permit — Not Permitted	Allowed Use Table	Protected Neighborhood				Urban Neighborhood				Corridors & Nodes								Perimeter Center			
		Use Category: Specific Use	R E	R D	P K	CO N	R U	R T	R M	R X	ON -	OX -	CX -	SX -	TX -	CS -	IX -	CC -	PR -	PX -	PM -	Definition/Standards
		Temporary Uses																				
		Goat/Sheep Yard Maintenance	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.4
		Mobile Temporary Uses																				

		Cell on Wheels (COWs) Antenna	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.2
		Mobile Services	L	L	L	L	L	L	L	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.11
		Other Temporar y Uses	L	L	L	L	L	L	L	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.10
		Temporar y Structures																		
		Donation Bin or Trailer	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.3
		Manufactu red Home	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.1
		Model Home	P	P	—	—	P	P	P	P	P	P	P	P	P	P	P	P	L	Sec. 7.9.5
		Other Temporary Structure	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec. 7.9.9
		Temporary Fireworks Retail Sales	—	—	—	—	—	—	—	—	—	A	—	—	—	—	A	—	—	Sec. 7.9.8
		Temporary Office	—	—	—	—	—	—	—	A	A	A	A	A	—	A	A	A	A	Sec. 7.9.7
		Party House	—	—	—	—	—	—	—	A	A	A	A	A	—	A	—	A	—	Sec. 7.9.6.B
		P Permitted L Limited Use C Conditional Use Permit A Administrative Use Permit																		
		Permitted																		

Sec. 7.9.6. Special Events	1. See Section 50, Article IV of the City Code of Ordinances for requirements for special events not specifically defined below.	A. Special Event 1. See Section 50, Article IV of the City Code of Ordinances for requirements for special events not specifically defined below. B. Party House 1. Defined A single unit detached, single unit attached, or multi-unit dwelling, including all accessory structures and the dwelling unit's curtilage, which is used for the purpose of hosting a commercial event. For this definition, commercial event includes parties, ceremonies, receptions or similar large-scale gatherings where a fee is charged for the use of the dwelling unit, whether or not the attendees are charged entry to the event; or parties, ceremonies, receptions or similar large-scale gatherings where attendees are charged entry. Criteria for approval shall be outlined in the administrative use permit application as established by the Director of Community Development. 2. Basic Use Standards a. It is unlawful for a party house event to occur in the city without having first obtained a permit for such event. b. An application shall be subject to review of the director of the Community Development Department to determine compliance with the City's zoning requirements. Administrative exceptions are subject to the approval of the City Manager. c. All permits are temporary and shall not vest in the holder any permanent property rights in a permit. d. Unless specifically provided otherwise, a party house event is subject to and must comply with any and all other applicable ordinances of the City. e. The location of a party house must comply with all existing zoning requirements of the City, and there must be sufficient lawful parking available. f. Party house use shall be prohibited within 150 feet of a property zoned RE, RD, PK, CON, RU, RT, RM, RX, PR, or a property used for residential purposes measured from property line to property line.
Sec. 11.5.4 · Other Permits	(New Subsection, N/A)	H. Administrative Use Permit 1. Intent Administrative use permits are intended to be used where complex or unusual technical determinations are involved and/or in conjunction with temporary uses and structures where the matter is not of such a nature as to require public notice and hearing. Such permits shall be processed by the community development department 2. Authority The Director shall be responsible for processing administrative use permits, making or causing to be made all necessary studies and referrals, and deciding thereon. 3. Conditions In granting administrative use permits, such conditions may be attached as are deemed necessary in the particular case to protect the public interest and surrounding

		properties. Such conditions shall generally be of a nature as stated below, in addition to policy or regulations specific to the use otherwise required by the City: a. Ingress and egress to the property and proposed structure or uses thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other catastrophe. b. Off-street parking and loading areas where required, with particular attention to the items in a. above. c. Refuse and service areas. d. Appropriate buffering or screening to alleviate such potentially adverse effects as may be created by noise, glare, odor, lighting, signs or traffic congestion. e. Hours and manner of operations. f. Length of time regarding the duration of such permit, if any. g. Tree preservation and replacement in accordance with the requirements of the City of Sandy Springs Tree Conservation Ordinance (Div. 9.3.). 4. Applications A property owner, or any other person with notarized written consent of the property owners, may file with the Director an application for an administrative use permit on such property, provided that such permit is generally authorized in the district in which such purpose is so designated. The application shall be filed on a form provided for such purposes and shall be accompanied by plans, reports or other information, exhibits or documents as may reasonably be required by the Director to make the necessary findings in the case. 5. Action by Director The Director shall examine the application and supporting materials for conformance with the requirements and stated intent of this Code, make such referrals as are called for in the circumstances of the case, and within 30 days (unless a longer period is mutually agreed upon) decide on the application. The Director may issue the permit as applied for, issue a permit conditional upon changes to the application, set forth in writing, as necessary to assure conformance with the requirements and stated intent of this Code, or deny the application, with written reasons for such denial. 6. Withdrawal of application An application for an administrative use permit may be withdrawn at any time without limitation on resubmittal. 7. Appeals of decision made by the Director Appeals of decisions made by the Director shall be submitted to the Board of Appeals, as provided in Sec. 11.6.3. 8. Appeals of decision made by the Board of Appeals Appeals of a decision made by the Board of Appeals under the provisions of this section shall be as provided for in Sec. 11.6.3.
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SECTION II: It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of the City of Sandy Springs Development Code, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

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

SECTION V: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

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

APPROVED AND ADOPTED this the 15th day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

GEORGIA

June 1, 2021

Dear Mayor and City Council,

The proposed Fiscal Year (FY) 2022 Budget is submitted to the Sandy Springs City Council in compliance with State Law (O.C.G.A. § 36-81-2 et seq.). This budget was prepared based on 2021 adopted priorities of City Council, including Customer Service & Citizen Engagement, Economic Development, Sustainable Growth, Recreational & Cultural Enrichment, Transportation Accessibility & Community Appearance, Public Safety, and Water Reliability.

The FY 2022 Budget provides for the same millage rate of 4.731 mills as last year and maintains adequate reserves in the fund balance to ensure sound fiscal integrity of the City of Sandy Springs (City). The FY 2022 Budget includes resources that will allow the City to provide a high level of public safety services to the citizens of Sandy Springs. This proposed budget also provides capital funding to address infrastructure needs.

The budget process included an assessment to determine the quality of services delivered and projected operational needs. The City Manager and Finance Director met with departments to assess projected goals and to discuss resources needed to meet these goals. Guidance and direction were also obtained through City Council workshops and City Council meetings.

Public hearings are scheduled to gain citizen input and enable all members of the City Council to better understand the needs of the entire community prior to budget adoption. The final budget is scheduled to be adopted by the City Council on June 15, 2022.

The proposed budgets for all operating, capital, and special revenue funds total \$144,624,029. The City's General Fund provides for general government operations of the City and maintains adequate working capital necessary for the City's financial health and stability. This fund accounts for most of Sandy Springs' operations and has a budget of \$107,317,777. The remaining funds include Confiscated Assets, E-911, Tree Fund, Impact Fee Fund, Community Development Block Grant, Hotel/Motel Tax Fund, Rental Motor Vehicle Excise Tax, Capital Projects, Performing Arts Center, and Stormwater Fund. The Capital Project Fund and the Stormwater Fund (capital construction funds) adopt project budgets where the adopted appropriations do not lapse at the end of a fiscal year; they remain in effect until project completion or re-appropriation by City Council.

The City's goal is to adopt an operating budget where current revenues equal anticipated expenditures. All departments supported by the resources of the City must function within the limits of the financial resources identified or available specifically to them. Budgets cannot exceed available resources, defined as revenues generated in the current period added to balances carried forward from prior years.



SANDY SPRINGS

GEORGIA

The City's fund balance is maintained at or above \$26.5M. The purpose of fund balance is to provide adequate cash flow, to cover the cost of expenditures caused by unforeseen emergencies, to cover shortfalls caused by revenue declines, and to eliminate any short-term borrowing for cash flow purposes.

The FY 2022 Budget was developed with the following objectives:

- Continue to enhance Public Safety capabilities
- Ensure financial stability
- Address capital needs that exist citywide by investing in transportation, parks, and facilities

The focus on the FY 2022 Budget is to provide excellent services to our citizens and business customers and to continue to allocate significant resources dedicated to improving the City's quality of life.

Confiscated Assets Fund

This fund is used to account for amounts seized by the police department from narcotics arrests in conjunction with other state and federal agencies. These funds are used by the police department to augment their general fund budget and can only be spent on law enforcement programs or activities. Generally, seizures can vary greatly from one year to the next and are not easily budgeted. However, using conservative figures for incoming funding plus the amounts that have remained unspent from previous years, the FY 2022 budget has been set at \$200,000.

E-911 Fund

This fund accounts for the revenues received from the 911 surcharge on telephone bills. The City participates in a joint venture with the City of Johns Creek for E-911 operations. All taxes collected in this fund are dedicated to a separate operating authority - Chattahoochee River 911 Authority. The amount estimated for the FY 2022 budget is \$3,000,000.

Tree Fund

This fund accounts for revenues received from development that reduces tree canopy below mandated minimums. All revenues collected in this fund are used to enhance tree canopy on Right of Way and in public parks. The amount estimated to be spent for the FY 2022 budget has been set for \$331,000.

Impact Fee Fund

Impact fees are amounts assessed on construction development projects to offset the anticipated cost of additional infrastructure needed as a result of the new development. These funds, although collected in this fund, are dedicated to capital projects, which are accounted for in the Capital Projects Fund. The amount expected to be collected in the FY 2022 budget is \$200,000.



SANDY SPRINGS

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Community Development Block Grant (CDBG) Fund

The CDBG fund is used to account for funds received through an entitlement award as a result of federal congressional appropriations. The City's adopted plan directs that the awards be used for construction of infrastructure (primarily sidewalks) in the city. The City recently participated in the Section 108 Loan program in order to advance larger projects. The fiscal year 2022 includes the first payment on this loan. The Total FY 2022 budget is \$1,334,425.

Hotel/Motel Fund

The room taxes imposed upon hotels and motels located within the City are accounted for in this fund. A portion of these funds can be retained by the City and a portion is expended for a narrow range of projects and activities established by State Law (O.C.G.A. § 48-13-51). These funds are currently distributed as follows: the City General Fund - 28.56%, the Sandy Springs Hospitality Board - 32.14%, and the City General Fund for benefit of the City Springs Performing Arts Center - 39.30%. The anticipated taxes budgeted for FY 2022 is \$1,600,000.

Rental Motor Vehicle Excise Tax Fund

The excise taxes levied upon each rental charge collected by any rental motor vehicle concern located within the City are accounted for in this fund (O.C.G.A. § 48-13-93). The anticipated taxes budgeted for FY 2022 is \$70,000.

Capital Projects Fund

This fund accounts for all facilities, parks, and infrastructure construction in the City. Funds are derived from contributions from the General Fund as well as other grants and funding sources. The appropriations in this fund do not lapse at year-end, but rather, unspent amounts are carried forward to future periods until the individual projects are completed. The FY 2022 budget for this fund is \$22,517,558.

Performing Arts Center Fund

This fund is used to account for activities, staffing, and operations within the City Springs Performing Arts Center. These funds are currently used to operate the performing arts center and are estimated for the FY 2022 budget at \$6,333,269.

Stormwater Maintenance Fund

This fund accounts for construction projects related to stormwater infrastructure improvements. Currently, the General Fund is the sole source of revenues for this fund. The FY 2022 budget for this fund is \$1,720,000.



SANDY SPRINGS

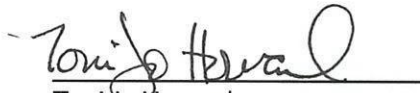
GEORGIA

The City of Sandy Springs FY 2022 Budget is the culmination of the City's Priority Driven Programming process that reflects Council's established priorities and significant citizen engagement and feedback throughout the previous fiscal year. This budget provides the needed resources to services and projects that meet the needs of citizens now and in the future.

Respectfully Submitted,



Andrea Surratt
City Manager



Toni Jo Howard
Finance Director

FY 2022 Budget

Second Public Hearing and FY 22 Budget Adoption

June 15, 2021



SANDY SPRINGS™
GEORGIA

FY 2022 Budget Calendar

- April 20: Budget Workshop 1, CM Budget Philosophy & CIP
- May 4: Budget Workshop 2, City Operations
- May 18: Budget Workshop 3, Other Funds & Review
 - Council Receives Proposed Budget
- June 1: First Public Hearing
- June 15: Second Public Hearing & FY22 Budget Adoption
- July: Budget in Brief Available to the Public

FY22 Budget Highlights

- Reflects a stable, growing tax base affected by the pandemic in areas related to travel and tourism
- Reflects Council's ongoing commitment to capital projects
- Recognizes need to provide funding for facilities maintenance
- Creates the first formal Capital Improvement Program (5 year CIP)
- Establishes fleet maintenance/rolling stock replacement fund
- Utilizes ARPA funds to replace lost revenue

Workshop #2 Outcomes

- Modified the expectation of ARPA funding from \$8M to \$6.9M
- Council adds a planner position to make a total of 7 new positions funded
- Council adds \$150,000 for a non-profit recreation grant fund
- Council discussion about merits of Allen Road improvements and Old Riverside Master Plan

Workshop #3 Council Recommendations

- Identify certain additional capital projects to add to CIP using Fund Balance (\$17.5 million available in fund balance)
- Old Riverside Master Plan and Allen Road Park improvements were also agreed to by Council as items to move up on the schedule to FY22 when additional capital projects are approved
- Staff to evaluate items in the proposed CIP and recommend to Council at the close of FY21
- Work session and budget amendment late summer/early fall to discuss and make these decision

FY22 Proposed General Fund Summary

Description	FY2018 Actuals	FY 2019 Actuals	FY20 Actuals	FY21 Original	FY22 Proposed
Revenues	103,287,338	108,350,435	108,074,164	88,925,120	106,105,272
Expenditures	102,796,887	103,626,008	106,664,617	91,492,725	107,317,777
(Use)/Addition Fund Balance	490,451	4,724,427	1,409,547	(2,567,605)	(1,212,505)

Proposed Department Expenditures (1 of 2)

Description	FY20 Actuals	FY21 Original	FY22 Proposed	Change
City Council	211,782	226,400	231,227	4,827
City Manager	981,555	872,395	1,002,648	130,253
City Clerk	350,253	430,300	811,186	380,886
Finance	1,971,496	2,308,300	2,215,145	(93,155)
Legal	1,148,762	900,000	1,205,955	305,955
Information Technology	2,415,368	2,565,700	2,757,351	191,651
Human Resources	631,403	582,200	618,688	36,488
Facilities	4,153,587	4,076,600	5,352,517	1,275,917
Communications	1,824,146	1,626,150	1,657,232	31,082
General Administration	2,300,817	2,861,000	3,135,043	274,043
Court	1,342,742	1,392,000	1,247,724	(144,276)

Proposed Department Expenditures (2 of 2)

Description	FY20 Actuals	FY21 Original	FY22 Proposed	Change
Police	21,696,170	22,228,900	22,956,861	727,961
Fire	14,855,788	14,555,900	14,718,867	162,967
Emergency Management	1,166,118	1,331,200	1,213,389	(117,811)
Public Works	10,417,151	11,127,500	11,769,690	642,190
Fleet	242,707	257,700	321,482	63,782
Recreation and Parks	3,137,603	3,348,940	3,825,164	476,224
Community Development	3,369,848	3,555,700	4,115,805	560,105
Economic Development	374,842	359,500	352,107	(7,393)
Other Financing Uses	34,072,479	16,886,340	27,809,697	10,923,357
Expenditures	\$106,664,617	\$91,492,725	\$107,317,777	\$15,825,052

FY22 Personnel Changes

Department	Request	Net Addition
Finance to PAC	Transfer Budget Analyst	-
Legal	Contract Employees In House	2
Facilities	Add Construction Manager	1
	Add Assistant to Construction Manager	1
	Land Admin Mgr transfer from PW/TSPLOST to Facilities	-
	Building Engineer replaces Administrative Assistant	-
Community Development	Planner	2
	Permit Technician to replace Computer Support Specialist	-
Fire	Firefighter EMT to backfill pandemic response	1

Other Financing Uses – General Fund

Operations	FY20 Actuals	FY21 Projected	FY22 Proposed
Note Principal	200,327	203,700	203,678
Note Interest Expense	35,002	31,700	31,652
Transfer to Arts Center	2,701,000	1,614,740	1,337,169
Transfer to Capital Projects	19,625,000	6,084,500	11,892,558
Transfer to Public Facilities Authority	9,761,150	20,948,700	12,624,640
Transfer to Stormwater	1,750,000	1,225,000	1,720,000
Total - Operations	34,072,479	30,108,340	27,809,697

5 Year Capital Recommendation (1 of 3)

Department	Funding Source	Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
City Mgmt	General Fund	Organizational Leadership Development	37,500	37,500	-	-	-	75,000
IT	General Fund	Multi-Factor Authentication	15,000	-	-	-	-	15,000
IT	General Fund	Network Hardware Replacement	105,000	280,000	340,000	-	-	725,000
IT	General Fund	Netapp File Storage	-	200,000	-	-	-	200,000
Facilities	General Fund	Conference Room Technology	-	44,200	-	-	-	44,200
Facilities	General Fund	Electric Vehicle Charging Stations	75,738	-	-	-	-	75,738
Facilities	General Fund	Mt. Vernon Multi-Path Camera/Pole	16,000	-	-	-	-	16,000
Facilities	General Fund	HVAC Mini-Split for IT Servers at City Springs	30,000	-	-	-	-	30,000
Facilities	General Fund	HVAC Chiller Plant Mini-Split	20,000	-	-	-	-	20,000
Facilities	General Fund	City Springs FCA Implementation	-	120,400	-	-	4,000,000	4,120,400
Facilities	General Fund	Bluestone Updates	-	226,877	385,000	244,017	-	855,894
Facilities	General Fund	Facilities Maintenance	500,000	500,000	500,000	500,000	500,000	2,500,000
Facilities	Bonds	Fire Station 53 Additions	900,000	-	-	-	-	900,000
Gen Admin	General Fund	Pay and Comp Study Implementation	800,000	-	-	-	-	800,000
Police	General Fund	Quick Response Force Equipment Truck	-	-	250,000	-	-	250,000
Police	General Fund	Police Equipment	195,520	68,300	33,300	33,300	65,800	396,220
Police	General Fund	Police Records Management System	-	200,000	-	-	-	200,000
Police	General Fund	SSPD Replacement Motorola Radios	130,000	130,000	130,000	130,000	130,000	650,000
Pub Safety	Bonds	Public Safety HQ Buildout	-	30,195,000	-	-	-	30,195,000
Fire	General Fund	Firefighter Turn Out Gear	166,000	163,000	122,500	-	-	451,500
Fire	General Fund	Monitor Defibrillators	-	430,000	-	-	-	430,000
Fire	General Fund	Radio/MCT for Fire Trucks	35,800	21,000	-	-	-	56,800
Fire	General Fund	WestNew Alerting System Stations 51, 53, 54	-	180,000	-	-	-	180,000
Fire	General Fund	Fire Department Strategic Plan	25,000	25,000	-	-	-	50,000
Fire	Bonds	Design & Feasibilty Study for Station 53 Expansion	15,000	-	-	-	-	15,000
Fire	General Fund	Small Tools for Training Center	-	111,450	-	-	-	111,450
Fire	Bonds	Station 55	5,000,000	-	-	-	-	5,000,000
Fire	General Fund	Station 51	-	-	10,500,000	-	-	10,500,000

5 Year Capital Recommendation (2 of 3)

Department	Funding Source	Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
PW	Partial LMIG	Pavement Management Program	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	24,000,000
PW	General Fund	City Beautification Program	200,000	100,000	100,000	100,000	100,000	600,000
PW	General Fund	Guardrail Replacement Program	300,000	300,000	300,000	300,000	300,000	1,500,000
PW	General Fund	Bridge & Dam Maintenance	900,000	50,000	200,000	50,000	200,000	1,400,000
PW	Stormwater	Lake Forrest Dam	-	-	-	1,500,000	50,000	1,550,000
PW	Stormwater	Stormwater Capital Improvements	1,000,000	1,750,000	1,750,000	1,750,000	1,750,000	8,000,000
PW	Stormwater	Stormwater Repair & Maintenance	150,000	155,000	160,000	165,000	170,000	800,000
PW	General Fund	Capital Sidewalk Program	-	50,000	50,000	50,000	50,000	200,000
PW	General Fund	Intersection & Operational Imp	600,000	400,000	400,000	400,000	400,000	2,200,000
PW	General Fund	Traffic Management Program	625,000	500,000	500,000	500,000	500,000	2,625,000
PW	General Fund	Traffic Calming	25,000	25,000	25,000	25,000	25,000	125,000
PW	PCID	PTD/Lake Hearn Multimodal Intersection Improvements	1,100,000	4,125,000	-	-	-	5,225,000
PW	General Fund	I-285/Roswell Rd Innovative Intersection Study	150,000	-	-	-	-	150,000
PW	General Fund	SR 400 Multiuse Trail North Study	-	-	-	250,000	-	250,000
PW	General Fund	BRT at Roswell Rd Station Area Study	-	-	100,000	-	-	100,000
PW	General Fund	BRT Joint Feasibility Study	50,000	-	-	-	-	50,000
PW	General Fund	Roswell Rd Mid-Block Crossing (Prado - Northwood)	-	250,000	-	-	-	250,000
PW	Bonds	Public Safety Fiber Ring B Design Morgan Falls/Abernathy	200,000	500,000	-	-	-	700,000
PW	General Fund	Fiber Connection to Fire Station 3 Ring C	-	-	-	-	75,000	75,000
PW	General Fund	Transform 285/400 ATMS 3/4 11 SCOOT Intersections	-	150,000	520,000	-	-	670,000
PW	General Fund	Transit Signal Priority Upgrades	-	250,000	-	-	-	250,000
PW	General Fund	Roswell Rd Transit Streetscape Project	-	500,000	500,000	-	-	1,000,000
PW	Impact Fees	Roswell Rd Chattahoochee Pedestrian Bridge	200,000	100,000	-	-	-	300,000
PW	Impact Fees	Boylston Dr Streetscape/Int Realignment at Hammond Dr	-	1,060,000	-	-	-	1,060,000
PW	General Fund	SR 400 Multi-Use Trail	-	2,200,000	2,200,000	-	-	4,400,000

5 Year Capital Recommendation (3 of 3)

Department	Funding Source	Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total	
Fleet	General Fund	Fleet Electric Vehicles	240,000	-	-	-	-	240,000	
Parks	General Fund	Veterans Park	-	4,150,000	-	-	-	4,150,000	
Parks	General Fund	Veterans Park Art	-	450,000	-	-	-	450,000	
Parks	General Fund	Trail Segment 2A P&E and Construction	2,500,000	3,250,000	-	-	-	5,750,000	
Parks	General Fund	Trail Segment 2C P&E and Construction	-	-	4,500,000	6,100,000	-	10,600,000	
Parks	General Fund	Trail ROW Acquisition	250,000	800,000	150,000	-	-	1,200,000	
Parks	General Fund	Old Riverside Park Master Plan	-					100,000	100,000
Parks	General Fund	Morgan Falls Athletic Complex	-	200,000	200,000	125,000	750,000	1,275,000	
Parks	General Fund	Hammond Park	-	250,000	-	750,000	-	1,000,000	
Parks	General Fund	Sandy Springs Middle School IGA	110,000	-	-	-	-	110,000	
Parks	General Fund	Ridgeview Middle School IGA	75,000	-	-	-	-	75,000	
Parks	General Fund	Allen Road Park Master Plan	-					75,000	75,000
Parks	General Fund	Sandy Springs Tennis Center Courts	-	-	-	-	1,000,000	1,000,000	
Parks	General Fund	Dunwoody Springs Elementary IGA	-	-	425,000	-	-	425,000	
Parks	General Fund	Abernathy Tennis Courts	-	-	125,000	-	-	125,000	
Parks	General Fund	Ridgeview Park	-	-	-	-	100,000	100,000	
Parks	Partial Grants	Nancy Creek Stream Restoration	570,000	197,000	-	-	-	767,000	
Parks	General Fund	Sustainability Plan/Policy	75,000	-	-	-	-	75,000	
Parks	Tree Fund	Tree Fund Invasive Species Removal	30,000	30,000	30,000	30,000	30,000	150,000	
Parks	Tree Fund	Tree Fund Trees Atlanta Partnership	80,000	80,000	80,000	80,000	80,000	400,000	
Parks	Tree Fund	Tree Fund Capital Projects	139,000	100,000	100,000	100,000	100,000	539,000	
Parks	Tree Fund	Tree Fund Surveys	30,000	-	6,250	-	-	36,250	
Parks	Tree Fund	Tree Fund Maintenance	52,000	60,000	70,000	80,000	90,000	352,000	
		TOTAL	22,517,558	59,764,727	29,552,050	18,062,317	15,440,800	145,337,452	

FY22 Use of Fund Balance

Category of Use	Amount To Be Used
FY22 Gen Fund Use of Fund Balance	(1,212,505)
Fleet Replacement Fund	(3,000,000)
Infrastructure Maintenance Fund	(10,000,000)
Additional Capital TBD	(17,500,000)
TOTAL	(31,712,505)

FY2022 Summary of All Funds

Fund	FY22
General Fund	107,317,777
Confiscated Assets Fund	200,000
E911 Fund	3,000,000
Tree Fund	331,000
Impact Fee Fund	200,000
Community Development Block Grant Fund	1,334,425
Hotel/Motel Tax Fund	1,600,000
Rental Motor Vehicle Tax Fund	70,000
Capital Projects Fund	22,517,558
Performing Arts Center Fund	6,333,269
Stormwater Fund	1,720,000
TOTAL	\$ 144,624,029

Recommendation

Staff recommends approval and adoption of the FY22 Budget and Capital Improvement Program

Questions?

**STATE OF GEORGIA
COUNTY OF FULTON**

**ORDINANCE TO PROVIDE FOR THE ADOPTION OF A BUDGET, ITS EXECUTION
AND EFFECT FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE
30, 2022**

BE IT ORDAINED by the Mayor and City Council of the City of Sandy Springs, Georgia:

Section I. There is hereby adopted for the fiscal year July 1, 2021 through June 30, 2022, a budget for the City of Sandy Springs, Georgia in the gross total amount of \$144,624,029, based on the budget estimates as prepared by the City Manager.

Section II. General Fund. There is hereby established a General Fund for the City of Sandy Springs with an appropriation of \$107,317,777, for the general obligations and legal obligations in FY 2022.

General Fund revenues for the fiscal year are estimated as follows:

Taxes	\$ 92,200,000
Licenses and Permits	2,520,000
Charges for Services	475,000
Federal Grants	6,934,152
Other Revenues	3,976,120
Total Estimated General Fund Revenues	106,105,272
Use of Prior Year Fund Balance	1,212,505
Total Estimated General Fund Funding Sources	\$ 107,317,777

Should the total estimated revenues received exceed the amount estimated, the City Council shall allocate such excess to the General Fund subject to further action.

There is appropriated for the general operation and payment of certain legal obligations of the City of Sandy Springs for the fiscal year 2022 a total of \$107,317,777, or as much as may be deemed necessary, not to exceed this amount and such sums shall be disbursed from the following:

City Council	\$ 231,227
City Manager	1,002,648
City Clerk	811,186
Finance	2,215,145
Legal	1,205,955
Information Technology	2,757,351
Human Resources	618,688
Facilities	5,352,517
Communications	1,657,232
General Administration	3,135,043

Court	1,247,724
Police	22,956,861
Fire	14,718,867
Emergency Management	1,213,389
Public Works	11,769,690
Fleet	321,482
Recreation and Parks	3,825,164
Community Development	4,115,805
Economic Development	352,107
Other Financing Uses	27,809,697

Total Estimated General Fund Expenditures **\$ 107,317,777**

Section III. Confiscated Assets Funds. There is hereby established a Confiscated Assets Fund for the City of Sandy Springs with an appropriation of \$200,000.

Revenues for the Confiscated Assets Fund shall be from the following sources:

Federal/State Seized Funds	\$ 200,000
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Total Confiscated Assets Fund Revenues **\$ 200,000**

The following disbursements are authorized for the fiscal year 2022:

Police Operations	\$ 200,000
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Total Confiscated Assets Fund Expenditures **\$ 200,000**

Section IV. Emergency 911 Fund. There is hereby established an Emergency 911 Fund for the City of Sandy Springs with an appropriation of \$3,000,000.

Revenues for the Emergency 911 Fund shall be from the following sources:

Charges for Services	\$ 3,000,000
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Total Emergency 911 Fund Revenues **\$ 3,000,000**

The following disbursements are authorized for the fiscal year 2022:

Transfer to Chattahoochee River 911 Authority	\$3,000,000
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Total Emergency 911 Fund Expenditures **\$3,000,000**

Section V. Tree Fund. There is hereby established the Tree Fund for the City of Sandy Springs with an appropriation of \$331,000.

Revenues for the Tree Fund shall be from the following sources:

Use of Prior Year Fund Balance	\$ 181,000
Development Impact Fees	150,000
Total Tree Fund Revenues	\$ 331,000

The following disbursements are authorized for the fiscal year 2022:

Transfer to Other Funds	\$ 331,000
Total Tree Fund Expenditures	\$ 331,000

Section VI. Impact Fee Fund. There is hereby established an Impact Fee Fund for the City of Sandy Springs with an appropriation of \$200,000.

Revenues for the Impact Fee Fund shall be from the following sources:

Charges for Services	\$ 200,000
Total Impact Fee Fund Revenues	\$ 200,000

The following disbursements are authorized for the fiscal year 2022:

Transfers to Other Funds	\$ 200,000
Total Impact Fee Fund Expenditures	\$ 200,000

Section VII. Community Development Block Grant Fund. There is hereby established a Community Development Block Grant Fund for the City of Sandy Springs with an appropriation of \$1,334,425.

Revenues for the Community Development Block Grant Fund shall be from the following sources:

Use of Prior Year Fund Balance	\$ 684,425
CDBG Award	650,000
Total Community Development Block Grant Revenues	\$ 1,334,425

The following disbursements are authorized for the fiscal year 2022:

Infrastructure	\$ 600,000
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Principal and Interest Payment	734,425
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Total Community Development Block Grant Expenditures	\$ 1,334,425
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Section VIII. Hotel/Motel Tax Fund. There is hereby established a Hotel/Motel Tax Fund for the City of Sandy Springs with an appropriation of \$1,600,000.

Revenues for the Hotel/Motel Tax Fund shall be from the following sources:

Taxes	\$ 1,600,000
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Total Hotel/Motel Tax Fund Revenues	\$ 1,600,000
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The following disbursements are authorized for the fiscal year 2022:

Transfer to General Fund	\$ 450,000
Transfer to Performing Arts	600,000
Transfer to Sandy Springs Hospitality Board	550,000

Total Hotel/Motel Tax Fund Expenditures	\$ 1,600,000
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Section IX. Rental Motor Vehicle Excise Tax Fund. There is hereby established a Rental Motor Vehicle Excise Tax Fund for the City of Sandy Springs with an appropriation of \$60,000.

Revenues for the Rental Motor Vehicle Excise Tax Fund shall be from the following sources:

Taxes	\$ 70,000
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Total Rental Motor Vehicle Excise Tax Fund Revenues	\$ 70,000
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The following disbursements are authorized for the fiscal year 2022:

Transfer to the General Fund	\$ 70,000
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Total Rental Motor Vehicle Excise Tax Fund Expenditures	\$70,000
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Section X. Capital Projects Fund. There is hereby established a Capital Projects Fund for the City of Sandy Springs with an appropriation of \$22,517,558.

Revenues for the Capital Projects Fund shall be from the following sources:

Federal, State, & Other Funding	\$ 10,625,000
Transfer in from General Fund	11,892,558

Total Estimated Capital Fund Revenues	\$22,517,558
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The following disbursements are authorized for the fiscal year 2022:

Organization Leadership Development	\$ 37,500
Multi-Factor Authentication	15,000
Network Hardware Replacement	105,000
Electric Vehicle Charging Stations	75,738
Mt. Vernon Multi-Path Camera/Pole	16,000
HVAC Mini-Split for IT Servers at City Springs	30,000
HVAC Chiller Plant Mini-Split	20,000
Facilities Maintenance	500,000
Fire Station 53 Additions	900,000
Pay and Comp Study Implementation	800,000
Police Equipment	195,520
SSPD Replacement Motorola Radios	130,000
Firefighter Turn Out Gear	166,000
Radio/MCT for Fire Trucks	35,800
Fire Department Strategic Plan	25,000
Design & Feasibility Study for Station 53 Expansion	15,000
Station 55	5,000,000
Pavement Management Program	4,800,000
City Beautification Program	200,000
Guardrail Replacement Program	300,000
Bridge & Dam Maintenance	900,000
Stormwater Capital Improvements	1,000,000
Stormwater Repair & Maintenance	150,000
Intersection & Operational Improvements	600,000
Traffic Management Program	625,000
Traffic Calming	25,000
PTD/Lake Hearn Multimodal Intersection Improvements	1,100,000
I-285/Roswell Road Innovative Intersection Study	150,000
BRT Joint Feasibility Study	50,000
Public Safety Fiber Ring B Design Morgan Falls/Abernathy	200,000
Roswell Rd Chattahoochee Pedestrian Bridge	200,000
Fleet Electric Vehicles	240,000
Trail Segment 2A P&E and Construction	2,500,000
Trail ROW Acquisition	250,000
Sandy Springs Middle School IGA	110,000
Ridgeview Middle School IGA	75,000
Nancy Creek Stream Restoration	570,000
Sustainability Plan/Policy	75,000
Tree Fund Invasive Species Removal	30,000
Tree Fund Trees Atlanta Partnership	80,000
Tree Fund Capital Projects	139,000

ORDINANCE NO.

Tree Fund Surveys	30,000
Tree Fund Maintenance	52,000

Total Capital Project Fund Expenditures **\$ 22,517,558**

Section XI. Performing Arts Center Fund. There is hereby established a Performing Arts Center Fund for the City of Sandy Springs with an appropriation of \$6,333,269.

Revenues for the Performing Arts Center Funds shall be from the following sources:

PAC Revenues	\$ 4,396,100
Transfers from Hotel/Motel Fund	600,000
Transfer from General Fund	1,337,169

Total Performing Arts Center Fund Revenues **\$ 6,333,269**

The following disbursements are authorized for the fiscal year 2022:

PAC Operations	\$ 6,333,269
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Total Performing Arts Center Fund Expenditures **\$ 6,333,269**

Section XII. Stormwater Management Fund. There is hereby established a Stormwater Management Fund for the City of Sandy Springs with an appropriation of \$1,720,000.

Revenues for the Stormwater Management Fund shall be from the following sources:

Transfer in from General Fund	\$ 1,720,000
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Total Stormwater Management Fund Revenues **\$ 1,720,000**

The following disbursements are authorized for the fiscal year 2022:

Infrastructure/Improvements	\$ 1,720,000
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Total Stormwater Management Fund Expenditures **\$ 1,720,000**

APPROVED AND ADOPTED by the Mayor and City Council of the City of Sandy Springs, Georgia, in regular session this 15th day of June 2021.

APPROVED:

Russell K. Paul, Mayor

ATTEST:

Raquel Gonzalez, City Clerk



FISCAL YEAR 2021 - 2022
PROPOSED BUDGET

100 - General Fund Summary

FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Revenues							
Taxes	93,332,921	96,504,942	81,179,000	85,220,000	94,714,201	92,200,000	6,980,000
Licenses and Permits	2,774,205	2,726,132	2,371,000	2,371,000	2,783,528	2,520,000	149,000
Charges for Services	793,932	340,934	393,000	393,000	278,319	475,000	82,000
Federal Grants	-	-	-	4,566,429	4,566,429	6,934,152	2,367,728
Other Revenues	11,449,377	8,502,156	4,982,120	16,172,120	4,377,911	3,976,120	(12,196,000)
Subtotal - Revenues	\$ 108,350,435	\$ 108,074,164	\$ 88,925,120	\$ 108,722,549	\$ 106,720,387	\$ 106,105,272	\$ (2,617,277)
Expenditures							
City Council	215,649	211,782	226,400	259,400	215,988	231,227	(28,173)
City Manager	836,377	981,555	872,395	1,010,923	1,013,899	1,002,648	(8,275)
City Clerk	307,590	350,253	430,300	430,300	351,764	811,186	380,886
Finance	2,747,060	1,971,496	2,308,300	2,318,300	1,883,311	2,215,145	(103,155)
Legal	970,049	1,148,762	900,000	900,000	1,292,222	1,205,955	305,955
Information Technology	2,673,288	2,415,368	2,565,700	2,665,700	1,896,075	2,757,351	91,651
Human Resources	391,031	631,403	582,200	582,200	567,218	618,688	36,488
Facilities	3,624,009	4,153,587	4,076,600	4,799,600	3,433,973	5,352,517	552,917
Communications	1,804,573	1,824,146	1,626,150	1,706,150	1,392,192	1,657,232	(48,918)
General Administration	2,064,156	2,300,817	2,861,000	4,548,223	3,878,771	3,135,043	(1,413,181)
Court	1,492,454	1,342,742	1,392,000	1,392,000	1,252,828	1,247,724	(144,276)
Police	20,948,483	21,696,170	22,228,900	22,353,900	21,687,418	22,956,861	602,961
Fire	14,376,133	14,855,788	14,555,900	15,461,900	14,501,711	14,718,867	(743,033)
Emergency Management	750,940	1,166,118	1,331,200	1,331,200	1,485,287	1,213,389	(117,811)
Public Works	11,904,508	10,417,151	11,127,500	11,018,972	9,536,793	11,769,690	750,718
Fleet	218,300	242,707	257,700	257,700	254,173	321,482	63,782
Recreation and Parks	4,104,893	3,137,603	3,348,940	3,440,940	2,638,355	3,825,164	384,224
Community Development	4,397,980	3,369,848	3,555,700	3,555,700	3,311,867	4,115,805	560,105
Economic Development	286,038	374,842	359,500	359,500	306,890	352,107	(7,393)
Other Financing Uses	29,512,497	34,072,479	16,886,340	30,108,340	30,108,340	27,809,697	(2,298,643)
Subtotal - Expenditures	\$ 103,626,008	\$ 106,664,617	\$ 91,492,725	\$ 108,500,948	\$ 101,009,074	\$ 107,317,777	\$ (1,183,171)
BALANCE	\$ 4,724,427	\$ 1,409,547	\$ (2,567,605)	\$ 221,601	\$ 5,711,313	\$ (1,212,505)	

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	301	166	473	482
Part-Time Employee:	94	16	66	65
TOTAL	395	182	539	547



100 - General Fund Revenues

FY 2022 Proposed Budget

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Taxes							
311100 Property Taxes	35,900,569	39,263,083	36,000,000	38,756,000	40,448,014	38,000,000	(756,000)
311310 Motor Vehicle	180,628	134,448	-	-	91,401	50,000	50,000
311315 Motor Vehicle (TAVT)	1,238,004	2,502,330	1,000,000	1,000,000	3,147,284	2,500,000	1,500,000
311340 Intangible Tax	543,782	822,697	425,000	425,000	895,241	750,000	325,000
311600 Real Estate Transfer Tax	320,198	336,472	200,000	200,000	351,953	300,000	100,000
311710 Electric Franchise Fee	6,251,100	6,335,351	5,800,000	5,800,000	5,887,944	5,800,000	-
311730 Gas Franchise Fee	786,299	803,637	725,000	725,000	621,543	700,000	(25,000)
311750 Cable TV Franchise Fee	1,806,649	1,740,656	1,700,000	1,700,000	1,186,316	1,300,000	(400,000)
311760 Telephone Franchise Fee	284,929	500,961	275,000	275,000	171,005	200,000	(75,000)
311790 Solid Waste Franchise Fee	497,763	494,441	425,000	425,000	372,335	400,000	(25,000)
313100 Local Option Sales Tax	27,475,907	26,075,662	20,000,000	20,000,000	23,617,796	25,000,000	5,000,000
314200 Alcoholic Beverage Excise Tax	1,098,147	1,073,717	824,000	824,000	1,167,936	1,100,000	276,000
314300 Excise Mixed Drink Tax	407,069	370,459	305,000	305,000	334,833	300,000	(5,000)
316100 Business and Occupational Tax	9,767,768	9,420,432	7,250,000	7,250,000	8,418,270	8,250,000	1,000,000
316110 Business Audit Revenue	49,779	115,821	-	-	467,030	50,000	50,000
316200 Insurance Premium Tax	6,724,330	6,514,775	6,250,000	7,535,000	7,535,304	7,500,000	(35,000)
Subtotal - Taxes	\$ 93,332,921	\$ 96,504,942	\$ 81,179,000	\$ 85,220,000	\$ 94,714,201	\$ 92,200,000	\$ 6,980,000
Licenses and Permits							
321100 Alcoholic Beverage Licenses	695,170	670,500	521,000	521,000	930,477	700,000	179,000
321910 Firearm Permits	59,835	47,913	50,000	50,000	51,491	50,000	-
321910 GCIC Permit Fees	61,960	41,980	45,000	45,000	38,850	40,000	(5,000)
322210 Planning/Zoning Fees	79,817	85,301	50,000	50,000	90,185	80,000	30,000
322215 Development Review Fee	98,409	82,656	100,000	100,000	73,857	100,000	-
323120 Building Permits	1,588,986	1,675,673	1,500,000	1,500,000	1,478,423	1,450,000	(50,000)
323130 Plumbing Permits	11,976	11,591	10,000	10,000	3,818	5,000	(5,000)
323140 Electrical Permits	16,725	10,471	10,000	10,000	19,104	10,000	-
323160 HVAC Permits	38,934	47,292	30,000	30,000	50,852	40,000	10,000
323920 Building Reinspection Fees	6,475	4,525	5,000	5,000	5,063	5,000	-
341320 Development Impact Fees	47,908	-	-	-	-	-	-
346900 Special Event Permits	9,500	2,400	-	-	3,963	-	-
389100 Permit Technology Fee	58,510	45,830	50,000	50,000	37,448	40,000	(10,000)
Subtotal - Licenses and Permits	\$ 2,774,205	\$ 2,726,132	\$ 2,371,000	\$ 2,371,000	\$ 2,783,528	\$ 2,520,000	\$ 149,000
Charges for Services							
347500 Recreation Fees - Gymnastics	384,922	26,171	63,000	63,000	28,750.50	200,000	137,000
347501 Recreation Fees - Athletics & Leisure	171,867	30,765	120,400	120,400	8,425.50	100,000	(20,400)
347900 Tennis Center	120,000	95,000	84,000	84,000	105,000.00	100,000	16,000
347910 Facility Rentals	117,143	99,735	75,600	75,600	72,942.00	75,000	(600)
349900 Other Charges for Services	-	89,263	50,000	50,000	63,201.00	-	(50,000)
Subtotal - Charges for Services	\$ 793,932	\$ 340,934	\$ 393,000	\$ 393,000	\$ 278,319	\$ 475,000	\$ 82,000
Other Revenues							
331100 Federal Grants	-	-	-	4,566,429	4,566,429	6,934,152	3,433,571
343300 GDOT	129,360	141,200	141,120	141,120	141,120	141,120	-
351170 Municipal Court Fines	2,543,046	2,203,624	1,900,000	1,900,000	2,320,160	2,200,000	300,000
361000 Interest Earnings	1,782,060	1,406,101	250,000	250,000	119,862	100,000	(150,000)
341910 Election Qualifying Fees	-	-	-	-	-	5,000	5,000
342900 Public Safety Fees	271,520	118,812	100,000	100,000	89,768	100,000	-
349900 Other Charges for Services	79,183	-	-	-	-	-	-
381000 Royalties/Rental Revenue	177,018	309,573	125,000	125,000	315,953	200,000	75,000
389000 Miscellaneous Revenues	327,055	296,259	50,000	50,000	156,422	50,000	-
389200 Insurance Reimbursement	107,210	53,185	15,000	15,000	77,831	50,000	35,000
391275 Transfers in Hotel/Motel	3,855,185	2,628,577	1,731,000	1,731,000	450,000	450,000	(1,281,000)
391280 Transfers in Motor Vehicle	101,595	92,834	60,000	60,000	75,938	70,000	10,000
391356 Transfers in Impact Fee	522	-	-	-	14,094	-	-
391360 Transfers in PFA	-	-	-	11,190,000	-	-	(11,190,000)
391840 Transfers in Development Authority	657,217	947,314	600,000	600,000	600,000	600,000	-
391200 Sale of Assets	1,418,406	304,677	10,000	10,000	16,765	10,000	-
Subtotal - Other Revenues	\$ 11,449,377	\$ 8,502,156	\$ 4,982,120	\$ 20,738,549	\$ 8,944,340	\$ 10,910,272	\$ (8,762,429)
Addition (Use) of Reserves	\$ 4,724,427	\$ 1,409,547	\$ (2,567,605)	\$ 221,601	\$ 5,711,313	\$ (1,212,505)	

1001310 - City Council
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	148,000	148,000	148,000	148,000	148,000	148,000	0
512200 Social Security	9,176	9,176	9,200	9,200	9,176	9,176	(24)
512300 Medicare	2,146	2,146	2,200	2,200	2,146	2,146	(54)
512600 Unemployment Tax	112	217	700	700	217	665	(35)
512700 Workers Compensation	232	182	300	300	226	240	(60)
Subtotal - Personnel	159,666	159,721	160,400	160,400	159,765	160,227	(173)
Operations							
521200 Professional Services	-	-	-	33,000	33,000	-	(33,000)
523200 Communications	4,153	4,128	4,400	4,400	4,152	4,400	-
523500 Travel	6,384	50	10,000	10,000	-	10,000	-
523600 Dues & Fees	35,243	39,587	38,000	38,000	18,141	38,000	-
523700 Education/Training	5,055	-	2,000	2,000	225	2,000	-
531100 General Operating Supplies	548	1,025	3,000	3,000	-	3,000	-
531300 Hospitality	4,600	7,271	8,600	8,600	705	13,600	5,000
Subtotal - Operations	55,983	52,061	66,000	99,000	56,223	71,000	(28,000)
TOTAL DEPARTMENT	215,649	211,782	226,400	259,400	215,988	231,227	(28,173)

1001320 - City Manager
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	594,692	732,774	612,300	728,880	732,241	701,170	(27,710)
512101 Health Insurance	51,227	42,524	51,300	51,300	73,947	88,644	37,344
512102 Disability Insurance	1,813	1,887	2,700	2,700	2,105	2,710	10
512103 Dental Insurance	2,740	1,727	2,500	2,500	3,423	4,194	1,694
512104 Life Insurance	4,213	3,821	5,400	5,400	4,437	5,359	(41)
512200 Social Security	25,740	33,410	38,000	43,368	45,399	43,473	105
512300 Medicare	8,613	10,466	8,900	10,155	10,617	10,167	12
512401 Retirement	82,756	55,842	89,400	99,790	85,589	84,140	(15,650)
512402 Retirement-Matching	27,000	35,889	29,500	33,829	35,662	35,058	1,229
512600 Unemployment Tax	82	176	2,900	3,333	189	475	(2,858)
512700 Workers Compensation	1,072	824	1,200	1,373	1,007	1,057	(316)
Subtotal - Personnel	799,948	919,340	844,100	982,628	994,616	976,448	(6,180)
Operations							
521200 Professional Services	4,943	9,492	-	-	-	-	-
523200 Communications	3,138	3,296	3,600	3,600	4,791	4,200	600
523400 Printing & Binding	-	52	500	500	-	-	(500)
523500 Travel	3,405	16,693	3,700	3,700	113	2,250	(1,450)
523600 Dues & Fees	5,560	10,851	5,000	5,000	3,273	8,475	3,475
523700 Education/ Training	11,556	3,853	4,495	4,495	2,852	3,775	(720)
531100 General Operating Supplies	2,181	4,793	3,500	3,500	1,680	3,500	-
531300 Hospitality	4,996	13,185	5,000	5,000	6,575	4,000	(1,000)
531600 Small Tools & Equipment	650	-	2,500	2,500	-	-	(2,500)
Subtotal - Operations	36,429	62,215	28,295	28,295	19,283	26,200	(2,095)
TOTAL DEPARTMENT	836,377	981,555	872,395	1,010,923	1,013,899	1,002,648	(8,275)

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	4	4	4	5
TOTAL	4	4	4	5

1001330 - City Clerk
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	171,626	224,171	226,700	226,700	222,598	211,080	(15,620)
512101 Health Insurance	15,919	25,636	31,400	31,400	19,341	20,308	(11,092)
512102 Disability Insurance	367	763	1,400	1,400	483	507	(893)
512103 Dental Insurance	653	1,046	1,700	1,700	806	846	(854)
512104 Life Insurance	780	1,575	2,100	2,100	944	991	(1,109)
512200 Social Security	10,414	13,485	14,100	14,100	13,801	13,087	(1,013)
512300 Medicare	2,490	3,154	3,300	3,300	3,228	3,061	(239)
512401 Retirement	15,877	20,760	27,200	27,200	25,632	25,330	(1,870)
512402 Retirement-Matching	6,516	8,478	11,300	11,300	10,680	10,554	(746)
512600 Unemployment Tax	70	143	1,100	1,100	106	285	(815)
512700 Workers Compensation	156	302	500	500	512	538	38
Subtotal - Personnel	224,868	299,513	320,800	320,800	298,129	286,586	(34,214)
Operations							
521300 Technical Services	31,176	41,736	59,500	59,500	44,208	67,600	8,100
522230 Repairs & Maintenance - Vehicles	251	356	2,500	2,500	-	2,500	-
523200 Communications	1,454	625	1,500	1,500	1,283	1,500	-
523300 Advertising	900	-	1,000	1,000	-	2,000	1,000
523400 Printing & Binding	8,739	1,708	10,000	10,000	774	10,000	-
523500 Travel	954	1,389	3,000	3,000	-	3,000	-
523600 Dues & Fees	5,947	1,805	3,500	3,500	4,866	3,500	-
523700 Education/ Training	5,144	1,363	2,000	2,000	1,133	2,000	-
523900 Contractual Services	25,771	1,176	20,000	20,000	1,023	430,000	410,000
531100 General Operating Supplies	1,359	478	1,500	1,500	191	1,500	-
531270 Gasoline	172	104	500	500	-	500	-
531300 Hospitality	840	-	500	500	159	500	-
531600 Small Tools & Equipment	15	-	4,000	4,000	-	-	(4,000)
Subtotal - Operations	82,722	50,740	109,500	109,500	53,636	524,600	415,100
TOTAL DEPARTMENT	307,590	350,253	430,300	430,300	351,764	811,186	380,886

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	2	4	3	3
TOTAL	2	4	3	3

1001500 - Finance
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	166,257	1,252,926	1,418,000	1,418,000	1,157,704	1,401,887	(16,113)
512101 Health Insurance	16,693	141,056	184,800	184,800	128,626.50	154,344	(30,456)
512102 Disability Insurance	554	4,367	5,400	5,400	3,792.00	4,982	(418)
512103 Dental Insurance	996	6,922	10,100	10,100	5,997.00	7,497	(2,603)
512104 Life Insurance	1,243	9,808	11,500	11,500	8,520.00	10,346	(1,154)
512200 Social Security	8,141	72,426	87,900	87,900	71,778	86,917	(983)
512300 Medicare	2,365	17,413	20,600	20,600	16,787	20,327	(273)
512401 Retirement	19,231	112,391	170,200	170,200	134,364	168,226	(1,974)
512402 Retirement-Matching	8,013	41,910	70,900	70,900	55,985	70,094	(806)
512600 Unemployment Tax	21	715	7,100	7,100	703.00	1,900	(5,200)
512700 Workers Compensation	249	2,545	2,800	2,800	4,404.00	4,624	1,824
Subtotal - Personnel	223,763	1,662,479	1,989,300	1,989,300	1,588,660	1,931,145	(58,155)
Operations							
521200 Professional Services	11,720	15,905	10,000	10,000	12,288	10,000	-
521201 Professional Services - Gvmt Services	2,181,673	-	-	-	-	-	-
521210 Professional Services - Audit	122,426	93,050	100,000	100,000	82,475	50,000	(50,000)
521300 Technical Services	101,224	131,948	160,000	160,000	157,047	160,000	-
523200 Communications	1,096	2,005	2,000	2,000	3,288	2,000	-
523300 Advertising	8,889	1,410	10,000	10,000	2,475	10,000	-
523400 Printing & Binding	1,175	2,240	2,000	2,000	1,607	2,000	-
523500 Travel	474	621	2,000	2,000	-	7,000	5,000
523600 Dues & Fees	5,639	4,566	5,000	5,000	5,357	5,000	-
523700 Education/ Training	8,792	3,220	10,000	10,000	3,758	10,000	-
523900 Contractual Services	28,719	32,075	11,000	11,000	14,963	11,000	-
523950 Merchant Services Charges	7,254	545	1,000	1,000	372	1,000	-
523955 Bank Service Charges	127	-	-	-	-	-	-
531100 General Operating Supplies	7,563	5,976	5,000	5,000	3,923	5,000	-
531300 Hospitality	822	1,062	500	500	183	500	-
531750 Uniforms	524	663	500	500	117	500	-
542400 Computer Equipment	35,180	13,731	-	10,000	6,800	10,000	-
Subtotal - Operations	2,523,297	309,017	319,000	329,000	294,651	284,000	(45,000)
TOTAL DEPARTMENT	2,747,060	1,971,496	2,308,300	2,318,300	1,883,311	2,215,145	(103,155)

	FY 2019	FY 2020	FY 2021	FY 2022
Employees	1	20	21	20
Full-Time Employees	1	20	21	20
TOTAL	1	20	21	20

1001530 - Legal
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	-	-	-	-	-	224,400	224,400
512101 Health Insurance	-	-	-	-	-	22,000	22,000
512102 Disability Insurance	-	-	-	-	-	1,000	1,000
512103 Dental Insurance	-	-	-	-	-	1,200	1,200
512104 Life Insurance	-	-	-	-	-	1,400	1,400
512200 Social Security	-	-	-	-	-	13,913	13,913
512300 Medicare	-	-	-	-	-	3,254	3,254
512401 Retirement	-	-	-	-	-	26,928	26,928
512402 Retirement-Matching	-	-	-	-	-	11,220	11,220
512600 Unemployment Tax	-	-	-	-	-	190	190
512700 Workers Compensation	-	-	-	-	-	450	450
Subtotal - Personnel	-	-	-	-	-	305,955	305,955
Operations							
521250 Professional Services - Legal	421,820	533,332	450,000	450,000	646,630.50	450,000	-
521255 Professional Services - Litigation	548,229	615,430	450,000	450,000	645,591.00	450,000	-
Subtotal - Operations	970,049	1,148,762	900,000	900,000	1,292,222	900,000	-
TOTAL DEPARTMENT	970,049	1,148,762	900,000	900,000	1,292,222	1,205,955	305,955

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	-	-	-	2
TOTAL	-	-	-	2

1001535 - Information Technology
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	115,829	1,031,872	1,233,800	1,233,800	1,065,145	1,234,286	486
512101 Health Insurance	16,693	136,095	169,400	169,400	146,478	175,802	6,402
512102 Disability Insurance	406	3,516	4,200	4,200	3,713	4,898	698
512103 Dental Insurance	631	6,577	8,800	8,800	7,673	9,256	456
512104 Life Insurance	911	7,897	9,600	9,600	8,343	10,160	560
512200 Social Security	6,750	60,433	76,500	76,500	66,039	76,526	26
512300 Medicare	1,579	14,134	17,900	17,900	15,445	17,897	(3)
512401 Retirement	13,471	92,408	148,100	148,100	124,577	148,114	14
512402 Retirement-Matching	5,613	37,716	61,700	61,700	51,907	61,714	14
512600 Unemployment Tax	41	469	6,200	6,200	598	1,615	(4,585)
512700 Workers Compensation	100	2,076	2,500	2,500	3,698.00	3,883	1,383
Subtotal - Personnel	162,024	1,393,193	1,738,700	1,738,700	1,493,615	1,744,151	5,451
Operations							
521201 Professional Services - Gvmt Services	1,672,042	-	-	-	-	-	-
521300 Technical Services	391,818	499,928	466,000	566,000	182,761.50	569,000	3,000
521310 Technical Services - Security	120,784	131,609	124,000	124,000	81,837.00	165,600	41,600
522320 Equipment Lease	95,095	90,531	100,000	100,000	78,897.00	100,000	-
523200 Communications	8,832	8,484	9,000	9,000	12,982.50	11,600	2,600
523500 Travel	5,026	648	500	500	-	5,000	4,500
523600 Dues & Fees	3,338	4,475	6,000	6,000	3,651.00	6,000	-
523700 Education/ Training	13,190	13,362	1,000	1,000	1,308.00	14,000	13,000
523900 Contractual Services	22,479	9,721	5,000	5,000	2,523.00	15,000	10,000
531100 General Operating Supplies	10,347	7,782	5,500	5,500	9,850.50	7,000	1,500
531600 Small Tools & Equipment	22,894	22,370	10,000	10,000	5,538.00	20,000	10,000
542400 Computer Equipment	145,419	233,265	100,000	100,000	23,112.00	100,000	-
Subtotal - Operations	2,511,264	1,022,175	827,000	927,000	402,461	1,013,200	86,200
TOTAL DEPARTMENT	2,673,288	2,415,368	2,565,700	2,665,700	1,896,075	2,757,351	91,651

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	1	16	16	16
TOTAL	1	16	16	16

1001540 - Human Resources
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	189,712	285,889	275,900	275,900	278,488	295,245	19,345
512101 Health Insurance	20,153	35,805	29,900	29,900	41,007	43,057	13,157
512102 Disability Insurance	645	904	1,400	1,400	1,121	1,177	(223)
512103 Dental Insurance	762	1,162	1,000	1,000	1,418	1,488	488
512104 Life Insurance	1,449	2,031	3,000	3,000	2,519	2,644	(356)
512200 Social Security	11,115	16,892	17,100	17,100	17,266	17,715	615
512300 Medicare	2,600	3,950	4,000	4,000	4,038	4,281	281
512401 Retirement	21,871	25,283	33,100	33,100	32,219	35,429	2,329
512402 Retirement-Matching	9,113	8,994	13,800	13,800	13,424	14,762	962
512600 Unemployment Tax	67	213	1,400	1,400	141	380	(1,020)
512700 Workers Compensation	276	322	600	600	485.00	509	(91)
Subtotal - Personnel	257,763	381,445	381,200	381,200	392,125	416,688	35,488
Operations							
521200 Professional Services	128,093	239,845	193,500	185,500	161,530.50	177,000	(8,500)
523200 Communications	1,062	1,685	1,500	1,500	2,248.50	1,500	-
523300 Advertising	-	-	-	-	-	5,000	5,000
523500 Travel	-	5,255	1,000	1,000	7,038.00	5,000	4,000
523600 Dues & Fees	986	703	1,000	1,000	577.50	2,500	1,500
523700 Education/ Training	1,804	1,258	2,000	10,000	3,310.50	7,000	(3,000)
523900 Contractual Services	-	-	-	-	-	-	-
531100 General Operating Supplies	1,323	1,212	2,000	2,000	388.50	2,000	-
531300 Hospitality	-	-	-	-	-	2,000	2,000
Subtotal - Operations	133,268	249,958	201,000	201,000	175,094	202,000	1,000
TOTAL DEPARTMENT	391,031	631,403	582,200	582,200	567,218	618,688	36,488

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	3	5	4	4
TOTAL	3	5	4	4

1001565 - Facilities
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	95,528	710,920	801,300	801,300	631,327	1,043,811	242,511
512101 Health Insurance	-	73,973	81,700	81,700	91,752	162,340	80,640
512102 Disability Insurance	334	2,386	3,400	3,400	2,333	5,449	2,049
512103 Dental Insurance	717	4,345	4,700	4,700	5,534	9,410	4,710
512104 Life Insurance	750	5,364	6,900	6,900	5,244	9,706	2,806
512200 Social Security	5,949	43,033	49,700	49,700	39,142	64,716	15,016
512300 Medicare	1,391	10,062	11,600	11,600	9,154	15,135	3,535
512401 Retirement	11,111	63,041	96,200	96,200	72,519	125,257	29,057
512402 Retirement-Matching	4,629	24,148	40,100	40,100	30,216	52,191	12,091
512600 Unemployment Tax	41	492	4,000	4,000	492	1,710	(2,290)
512700 Workers Compensation	83	6,182	1,600	1,600	8,855.00	9,298	7,698
Subtotal - Personnel	120,533	943,946	1,101,200	1,101,200	896,568	1,499,024	397,824
Operations							
521200 Professional Services	389,497	356,582	316,000	316,000	249,339	323,500	7,500
521201 Professional Services - Gvmt Services	842,030	-	-	-	-	-	-
521300 Technical Services	37,371	33,124	19,200	59,200	79,761	69,747	10,547
522100 Cleaning	142,424	217,995	213,800	213,800	199,035	243,800	30,000
522110 Garbage Disposal	34,048	39,701	75,000	75,000	38,423	83,000	8,000
522210 Repairs & Maintenance - Equipment	152,381	329,689	301,000	301,000	229,862	331,425	30,425
522220 Repairs & Maintenance - Building	357,657	819,216	641,000	691,000	560,766	960,634	269,634
522310 Building Operating Lease	288,390	309,823	325,000	325,000	306,303	325,000	-
522320 Equipment Lease	10,031	40,890	34,000	34,000	28,830	34,000	-
523200 Communications	2,925	7,316	4,000	4,000	7,541	5,998	1,998
523250 Postage	35,342	20,795	49,000	49,000	25,905	49,000	-
523700 Education/Training	2,969	3,158	5,000	5,000	893	12,500	7,500
531100 General Operating Supplies	104,324	80,563	150,000	313,000	47,285	150,000	(163,000)
531210 Water	101,766	196,472	141,200	216,200	209,211	321,200	105,000
531220 Natural Gas	74,088	70,966	61,400	61,400	56,690	100,400	39,000
531230 Electricity	586,973	505,685	526,800	526,800	493,494	781,200	254,400
531600 Small Tools & Equipment	8,246	2,075	5,000	5,000	143	15,000	10,000
531750 Uniforms	6,921	3,883	8,000	8,000	3,927	12,000	4,000
541200 Site Improvement	287,875	171,708	-	485,000	-	-	(485,000)
542100 Machinery & Equipment	38,218	-	-	-	-	-	-
542200 Motor Vehicles	-	-	-	-	-	-	-
542400 Computer Equipment	-	-	-	-	-	10,090	10,090
57900 Contingencies	-	-	100,000	10,000	-	25,000	15,000
Subtotal - Operations	3,503,476	3,209,641	2,975,400	3,698,400	2,537,405	3,853,494	155,094
TOTAL DEPARTMENT	3,624,009	4,153,587	4,076,600	4,799,600	3,433,973	5,352,517	552,917

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	1	13	14	16
TOTAL	1	13	14	16

1001570 - Communications
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	125,901	613,995	565,000	565,000	547,371	580,386	15,386
512101 Health Insurance	12,169	51,030	69,600	69,600	52,806	55,446	(14,154)
512102 Disability Insurance	441	2,143	2,400	2,400	2,141	2,248	(152)
512103 Dental Insurance	910	3,250	4,100	4,100	3,818	4,008	(92)
512104 Life Insurance	990	4,812	5,400	5,400	4,808	5,048	(352)
512200 Social Security	7,542	37,094	35,000	35,000	33,937	35,984	984
512300 Medicare	1,764	8,675	8,200	8,200	27,369	8,416	216
512401 Retirement	14,642	56,285	67,800	67,800	63,584	69,646	1,846
512402 Retirement-Matching	6,101	20,323	28,300	28,300	26,494	29,019	719
512600 Unemployment Tax	41	309	2,800	2,800	246	665	(2,135)
512700 Workers Compensation	109	1,162	1,100	1,100	1,891	1,986	886
Subtotal - Personnel	170,610	799,078	789,700	789,700	764,463	792,852	3,152
Operations							
521201 Professional Services - Call Center	535,621	549,499	566,000	566,000	495,236	566,000	-
521201 Professional Services - Gvmt Services	695,925		-	-	-	-	-
522230 Repairs & Maintenance - Vehicles	450	125	500	500	915	500	-
523200 Communications	3,444	3,751	3,700	3,700	4,326	3,700	-
523300 Advertising	37,710	22,304	19,000	99,000	3,369	25,000	(74,000)
523400 Printing & Binding	9,685	4,927	7,500	7,500	8,018	10,000	2,500
523500 Travel	777	14	2,250	2,250	18	2,250	-
523600 Dues & Fees	46	1,490	2,250	2,250	330	2,250	-
523700 Education/ Training	2,738	2,136	5,250	5,250	-	5,250	-
523900 Contractual Services	12,522	37,080	15,500	15,500	11,603	19,130	3,630
523905 Website Enhancements	42,254	157,219	199,000	199,000	102,240	198,000	(1,000)
531100 General Operating Supplies	4,285	2,840	10,000	10,000	1,014	10,000	-
531270 Gasoline	-	-	500	500	-	500	-
531300 Hospitality	1,558	1,214	5,000	5,000	662	5,000	-
531350 Special Events	286,948	242,469	-	-	-	-	-
542400 Computer Equipment	-	-	-	-	-	16,800	16,800
Subtotal - Operations	1,633,963	1,025,068	836,450	916,450	627,729	864,380	(52,070)
TOTAL DEPARTMENT	1,804,573	1,824,146	1,626,150	1,706,150	1,392,192	1,657,232	(48,918)

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	1	8	7	7
TOTAL	1	8	7	7

1001595 - General Administration

FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511200 Part-time/Temp Employees	14,248	1,874	45,000	45,000	-	45,000	-
512200 Social Security	1,603	116	2,800	2,800	-	2,790	(10)
512300 Medicare	216	28	600	600	-	653	53
512500 Tuition Reimbursement	-	-	-	-	-	100,000	100,000
512600 Unemployment Tax	31	-	100	100	-	100	-
Subtotal - Personnel	16,098	2,018	48,500	48,500	-	148,543	100,043
Operations							
521200 Professional Services	413,216	506,357	350,000	350,000	132,823.50	230,000	(120,000)
521240 Professional Services - Nonprofits	270,272	404,362	462,500	2,159,723	2,147,008.50	787,500	(1,372,223)
521300 Technical Services	55,869	37,485	-	-	-	-	-
523100 Property & Liability Insurance	1,215,584	1,280,006	1,350,000	1,350,000	1,524,375.00	1,354,000	4,000
523200 Communications	90,449	70,589	100,000	100,000	73,063.50	100,000	-
531100 General Operating Supplies	2,668	-	100,000	100,000	1,500.00	75,000	(25,000)
579000 Contingencies	-	-	300,000	300,000	-	300,000	-
579005 Contingency - Insource	-	-	-	-	-	-	-
579010 Contingency - City Manager	-	-	150,000	140,000	-	140,000	-
Subtotal - Operations	2,048,058	2,298,799	2,812,500	4,499,723	3,878,771	2,986,500	(1,513,223)
TOTAL DEPARTMENT	2,064,156	2,300,817	2,861,000	4,548,223	3,878,771	3,135,043	(1,413,181)

1002650 - Court
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	97,444	464,293	507,800	507,800	476,460	529,491	21,691
512101 Health Insurance	15,895	65,144	88,500	88,500	67,229	92,590	4,090
512102 Disability Insurance	325	1,555	2,200	2,200	1,638	2,720	520
512103 Dental Insurance	928	3,220	4,700	4,700	3,665	5,048	348
512104 Life Insurance	729	3,496	4,700	4,700	3,689	5,273	573
512200 Social Security	5,732	27,807	31,500	31,500	29,541	32,828	1,328
512300 Medicare	1,340	6,503	7,400	7,400	6,909	7,678	278
512401 Retirement	11,273	40,051	60,900	60,900	54,595	63,539	2,639
512402 Retirement-Matching	4,697	12,644	25,400	25,400	22,748	26,475	1,075
512600 Unemployment Tax	21	452	2,500	2,500	352	950	(1,550)
512700 Workers Compensation	148	3,524	1,000	1,000	5,041	5,293	4,293
Subtotal - Personnel	138,532	628,689	736,600	736,600	671,865	771,884	35,284
Operations							
521201 Professional Services - Gvmt Services	815,186	99,709	-	-	-	-	-
521260 Professional Services - Court	420,024	469,473	547,900	547,900	492,489	326,600	(221,300)
521300 Technical Services	96,784	79,423	90,000	90,000	79,934	120,000	30,000
523200 Communications	1,423	1,523	1,500	1,500	3,479	6,240	4,740
523300 Advertising	360	-	500	500	630	1,000	500
523400 Printing & Binding	1,019	897	500	500	762	1,000	500
523500 Travel	3,617	5,702	-	-	-	-	-
523600 Dues & Fees	902	449	1,000	1,000	-	1,000	-
523700 Education/ Training	4,155	4,100	2,000	2,000	338	10,000	8,000
523950 Merchant Services Charges	969	927	1,500	1,500	767	1,500	-
531100 General Operating Supplies	8,557	6,696	6,000	6,000	2,544	4,000	(2,000)
531300 Hospitality	926	314	1,500	1,500	23	1,500	-
531600 Small Tools & Equipment	-	7,665	3,000	3,000	-	3,000	-
531750 Uniforms	-	-	-	-	-	-	-
541200 Site Improvements	-	37,175	-	-	-	-	-
542400 Computer Equipment	-	-	-	-	-	-	-
Subtotal - Operations	1,353,922	714,053	655,400	655,400	580,964	475,840	(179,560)
TOTAL DEPARTMENT	1,492,454	1,342,742	1,392,000	1,392,000	1,252,828	1,247,724	(144,276)

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	1	11	10	10
TOTAL	1	11	10	10

1003210 - Police
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	10,068,088	10,893,237	10,955,900	10,955,900	11,102,285	11,361,086	405,186
511200 Part-Time/Temp Employees	376,052	369,535	383,000	383,000	258,291	380,000	(3,000)
511300 Overtime	804,443	776,078	800,000	800,000	754,738.71	800,000	-
512101 Health Insurance	1,382,051	1,462,742	1,736,800	1,736,800	1,525,278	1,601,542	(135,258)
512102 Disability Insurance	33,601	36,620	42,200	42,200	37,872	39,766	(2,434)
512103 Dental Insurance	76,617	72,854	94,500	94,500	81,212	85,272	(9,228)
51204 Life Insurance	71,280	77,782	85,100	85,100	82,416	86,537	1,437
512200 Social Security	663,127	712,199	752,700	752,700	688,342	704,387	(48,313)
512300 Medicare	155,665	167,198	176,000	176,000	160,983	164,736	(11,264)
512401 Retirement	1,136,306	1,211,474	1,314,700	1,314,700	1,261,526	1,363,330	48,630
512402 Retirement-Matching	454,938	481,436	547,800	547,800	525,636	568,054	20,254
512500 Tuition Reimbursement	11,137	25,198	25,000	25,000	21,328	25,000	-
512600 Unemployment Tax	7,071	8,250	30,700	30,700	6,503	17,575	(13,125)
512700 Workers Compensation	323,543	263,692	417,400	417,400	329,025.00	345,476	(71,924)
Subtotal - Personnel	15,563,919	16,558,295	17,361,800	17,361,800	16,835,435	17,542,761	180,961
Operations							
521200 Professional Services	183,592	154,180	175,000	175,000	115,598	175,000	-
521270 Jail Services	570,358	275,748	425,000	375,000	147,264	300,000	(75,000)
521275 Inmate Medical Services	284,129	140,930	100,000	100,000	137,657	150,000	50,000
521300 Technical Services	529,889	701,794	1,000,000	1,000,000	1,502,798	1,278,000	278,000
522100 Cleaning Services	61,594	79,523	84,100	84,100	63,072	84,100	-
522110 Garbage Disposal	1,918	1,937	2,000	2,000	2,174	2,000	-
522210 Repairs & Maintenance - Equipment	22,442	33,899	40,000	40,000	19,854	40,000	-
522220 Repairs & Maintenance - Buildings	25,375	25,378	17,500	17,500	7,695	17,500	-
522230 Repairs & Maintenance - Vehicles	447,366	424,810	350,000	350,000	446,546	375,000	25,000
522310 Building Operating Lease	612,271	710,370	679,000	679,000	667,110	679,000	-
522320 Equipment Operating Lease	1,785	842	2,000	2,000	728	2,000	-
523200 Communications	190,603	197,287	180,000	180,000	197,640	185,000	5,000
523250 Potage	3,436	2,572	3,000	3,000	3,413	3,000	-
523300 Advertising	12,837	9,241	14,000	14,000	18,108	14,000	-
523400 Printing & Binding	9,306	9,756	7,000	7,000	7,049	7,000	-
523500 Travel	73,782	61,118	50,000	50,000	37,688	60,000	10,000
523600 Dues & Fees	11,893	16,094	14,000	14,000	13,694	14,000	-
523700 Education/ Training	70,102	64,912	60,000	60,000	52,842	120,000	60,000
523900 Contractual Services	86,152	83,775	90,000	90,000	61,251	90,000	-
523950 Merchant Services Charges	380	226	1,000	1,000	221	1,000	-
531100 General Operating Supplies	70,854	70,830	55,000	55,000	59,295	55,000	-
531150 Undercover Operations	3,189	5,000	5,000	5,000	-	5,000	-
531210 Water	1,929	1,618	2,000	2,000	2,258	2,000	-
531220 Natural Gas	12,155	14,024	17,000	17,000	13,638	17,000	-
531230 Electricity	50,688	62,366	55,000	55,000	47,781	55,000	-
531270 Gasoline	490,507	458,404	475,000	475,000	320,930	525,000	50,000
531300 Hospitality	23,206	29,243	17,500	17,500	17,819	22,500	5,000
531600 Police Equipment	215,192	351,221	175,000	300,000	233,802	175,000	(125,000)
531750 Uniforms	134,103	119,835	166,000	166,000	125,777	166,000	-
541200 Site Improvements	21,541	8,712	-	50,000	27,446	-	(50,000)
542100 Machinery & Equipment	51,551	19,042	-	-	-	-	-
542200 Vehicles	991,203	1,000,332	506,000	506,000	500,843	745,000	239,000
542400 Computer Equipment	119,236	2,856	-	-	-	-	-
579000 Contingencies	-	-	100,000	100,000	-	50,000	(50,000)
Subtotal - Operations	5,384,564	5,137,875	4,867,100	4,992,100	4,851,983	5,414,100	422,000
TOTAL DEPARTMENT	20,948,483	21,696,170	22,228,900	22,353,900	21,687,418	22,956,861	602,961

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	165	166	168	168
Part-Time Employees	16	16	17	17
TOTAL	181	182	185	185

1003510 - Fire
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	6,585,669	7,354,521	7,322,700	7,322,700	7,774,846	7,608,535	285,835
511200 Part-Time / Temp Employees	103,789	113,071	194,500	194,500	143,078	194,500	-
511300 Overtime	469,721	534,134	400,000	400,000	347,783	450,000	50,000
512101 Health Insurance	1,166,754	1,213,567	1,620,000	1,620,000	1,292,664	1,379,297	(240,703)
512102 Disability Insurance	107,149	107,089	122,600	122,600	146,642	154,974	32,374
512103 Dental Insurance	58,121	54,795	70,200	70,200	63,107	67,462	(2,738)
51204 Life Insurance	47,787	51,476	55,400	55,400	55,117	59,273	3,873
512200 Social Security	415,677	466,688	490,900	490,900	482,040	471,729	(19,171)
512300 Medicare	97,670	109,598	114,800	114,800	112,735	110,324	(4,476)
512401 Retirement	760,782	832,342	878,700	878,700	896,913	913,024	34,324
512402 Retirement- Matching	305,118	330,594	366,100	366,100	373,714	380,427	14,327
512500 Tuition Reimbursement	13,546	53,485	65,700	65,700	87,356	-	(65,700)
512600 Unemployment Tax	2,469	4,288	31,700	31,700	4,253	11,685	(20,015)
512700 Workers Compensation	129,963	115,096	154,900	154,900	120,175	126,184	(28,716)
Subtotal - Personnel	10,264,215	11,340,744	11,888,200	11,888,200	11,900,423	11,927,414	39,214
Operations							
521200 Professional Services	78,560	87,911	7,500	7,500	9,648	10,000	2,500
521300 Technical Services	-	-	87,100	87,100	128,744	123,582	36,482
522210 Repairs & Maintenance - Equipment	63,312	49,868	57,000	57,000	25,061	66,500	9,500
522220 Repairs & Maintenance - Buildings	80,140	143,299	70,000	70,000	77,448	80,700	10,700
522230 Repairs & Maintenance - Vehicles	277,872	238,554	266,000	266,000	341,673	279,000	13,000
523200 Communications	40,603	48,492	48,000	48,000	43,508	48,000	-
523300 Advertising	1,425	-	-	-	-	-	-
523400 Printing & Binding	2,172	2,225	1,000	1,000	222	3,800	2,800
523500 Travel	29,738	25,765	10,000	10,000	2,699	38,000	28,000
523600 Dues & Fees	9,687	11,344	15,000	15,000	3,282	15,000	-
523700 Education / Training	45,248	89,488	32,000	32,000	7,601	74,220	42,220
523900 Contractual Services	126,111	106,594	139,100	139,100	85,937	118,400	(20,700)
531100 General Operating Supplies	96,806	105,992	63,300	63,300	56,874	81,300	18,000
531160 EMS Medical Supplies	125,696	115,385	102,500	102,500	86,918	117,500	15,000
531210 Water	20,556	27,218	25,000	25,000	12,182	25,000	-
531220 Natural Gas	18,503	20,386	25,000	25,000	13,185	25,000	-
531230 Electricity	44,985	49,314	52,000	52,000	34,389	52,000	-
531270 Gasoline	134,892	97,232	150,000	150,000	92,856	150,000	-
531300 Hospitality	18,295	15,266	4,100	4,100	6,141	19,280	15,180
531600 Small Tools & Equipment	114,958	164,168	50,000	800,000	800,000	80,050	(719,950)
531750 Uniforms	254,749	310,814	101,300	137,300	74,588	101,300	(36,000)
541200 Site Improvements	183,614	143,688	-	120,000	-	-	(120,000)
542100 Machinery & Equipment	184,304	258,491	-	-	-	30,000	30,000
542200 Vehicles	134,586	95,741	-	-	-	-	-
542300 Furniture & Fixtures	-	43,185	-	-	-	7,500	7,500
542400 Computer Equipment	-	166,039	-	-	-	2,500	2,500
579000 Contingencies	-	-	200,000	200,000	-	100,000	(100,000)
581200 Capital Lease Principal	1,825,647	964,914	988,800	988,800	595,133	1,021,097	32,297
582200 Capital Lease Interest	199,459	133,673	173,000	173,000	103,203	121,724	(51,276)
Subtotal - Operations	4,111,918	3,515,044	2,667,700	3,573,700	2,601,288	2,791,453	(782,247)
TOTAL DEPARTMENT	14,376,133	14,855,788	14,555,900	15,461,900	14,501,711	14,718,867	(743,033)

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	116	116	116	117
Part-Time Employees	5	5	5	5
TOTAL	121	121	121	122

1003810 - Emergency Management
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	-	29,547	84,700	84,700	88,160	86,353	1,653
512101 Health Insurance	-	260	9,000	9,000	6,027	6,328	(2,672)
512102 Disability Insurance	-	68	600	600	206	216	(384)
512103 Dental Insurance	-	-	500	500	299	313	(187)
51204 Life Insurance	-	154	1,100	1,100	461	484	(616)
512200 Social Security	-	1,989	5,200	5,200	5,466	5,354	154
512300 Medicare	-	410	1,200	1,200	1,278	1,252	52
512401 Retirement	-	154	10,100	10,100	10,159	10,362	262
512402 Retirement-Matching	-	321	4,200	4,200	4,233	4,318	118
512500 Tuition Reimbursement	-	-	-	-	-	-	-
512600 Unemployment Tax	-	-	400	400	35	95	(305)
512700 Workers Compensation	-	-	200	200	108	113	(87)
Subtotal - Personnel	-	32,903	117,200	117,200	116,431	115,189	(2,011)
Operations							
521200 Professional Services	230,435	329,423	260,000	260,000	256,524	260,000	-
521300 Technical Services	23,318	13,315	7,000	7,000	7,050	8,200	1,200
522210 Repairs & Maintenance - Equipment	932	2,909	5,000	5,000	183	5,000	-
523200 Communications	-	1,654	2,000	2,000	1,827	2,000	-
523500 Travel	-	-	-	-	-	5,500	5,500
523700 Education/ Training	-	-	-	-	-	1,000	1,000
523900 Contractual Services	-	17,743	-	-	36,586	-	-
531100 General Operating Supplies	-	155,734	30,000	30,000	85,343	30,000	-
531102 Emergency Event Response	225	23,055	100,000	100,000	258,910	100,000	-
531600 Small Tools & Equipment	-	-	-	-	-	18,500	18,500
542100 Machinery & Equipment	48,486	91,814	10,000	10,000	-	43,000	33,000
57200 Payment to Other Agencies	447,544	497,568	775,000	775,000	722,433	625,000	(150,000)
579000 Contingencies	-	-	25,000	25,000	-	-	(25,000)
Subtotal - Operations	750,940	1,133,215	1,214,000	1,214,000	1,368,856	1,098,200	(115,800)
TOTAL DEPARTMENT	750,940	1,166,118	1,331,200	1,331,200	1,485,287	1,213,389	(117,811)

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	0	1	1	1
TOTAL	0	1	1	1

1004100 - Public Works
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	136,234	2,209,076	2,720,300	2,633,720	2,528,302	2,744,747	111,027
511300 Overtime	-	-	-	-	-	60,000	60,000
512101 Health Insurance	-	300,253	385,200	385,200	347,790	376,180	(9,021)
512102 Disability Insurance	477	9,291	11,500	11,500	10,199	11,208	(292)
512103 Dental Insurance	910	14,339	20,300	20,300	18,852	20,395	95
51204 Life Insurance	1,069	20,439	25,000	25,000	22,352	24,169	(831)
512200 Social Security	8,595	153,400	168,700	163,332	156,755	170,174	6,842
512300 Medicare	2,010	35,952	39,400	38,145	36,660	39,799	1,654
512401 Retirement	15,845	197,551	326,400	316,010	293,556	329,370	13,360
512402 Retirement-Matching	6,602	88,061	136,000	131,671	122,315	137,237	5,566
512500 Tuition Reimbursement	41	-	-	-	-	-	-
512600 Unemployment Tax	118	1,602	13,600	13,167	1,195	3,230	(9,937)
512700 Workers Compensation	-	26,881	5,400	5,227	37,240	39,102	33,875
Subtotal - Personnel	171,901	3,056,845	3,851,800	3,743,272	3,575,215	3,955,610	212,338
Operations							
521200 Professional Services	-	96,127	75,000	75,000	-	25,000	(50,000)
521201 Professional Services - GVMT Services	4,546,675	-	-	-	-	-	-
521300 Technical Services	115,168	126,998	140,200	150,200	140,574	191,176	40,976
522230 Repairs & Maintenance - Vehicles	24,990	10,740	15,000	15,000	13,807	15,000	-
522240 Streetlight Maintenance	20,171	12,149	15,000	15,000	8,844	15,000	-
522250 Bridge & Dam Maintenance	-	-	-	-	-	-	-
522260 Guardrail Maintenance	9,990	-	25,000	25,000	-	25,000	-
522270 Sidewalk Maintenance	74,445	99,160	25,000	25,000	-	25,000	-
522280 Fiber Maintenance	35,800	65,507	30,000	30,000	18,686	40,000	10,000
523200 Communications	16,688	31,006	33,000	37,000	32,268	40,404	3,404
523500 Travel	9,963	4,249	7,500	7,500	-	12,500	5,000
523600 Dues & Fees	5,665	5,704	7,000	7,000	5,785	7,000	-
523700 Education/ Training	20,252	19,756	20,000	20,000	4,117	20,000	-
523900 Contractual Services	4,931,637	4,886,192	4,648,000	4,648,000	3,946,214	4,934,000	286,000
531100 General Operating Supplies	9,826	16,703	30,000	30,000	15,460	75,000	45,000
531235 Street Lights	1,295,419	1,399,876	1,475,000	1,475,000	1,237,299	1,525,000	50,000
531270 Gasoline	19,716	15,117	20,000	20,000	15,826	25,000	5,000
531600 Small Tools & Equipment	19,724	28,968	20,000	20,000	20,547	41,000	21,000
531700 Other Supplies	412,333	339,804	410,000	410,000	354,395	450,000	40,000
531750 Uniforms	14,628	14,463	5,000	5,000	2,530	7,000	2,000
542100 Machinery & Equipment	-	38,500	-	-	-	-	-
542200 Vehicles	-	-	-	-	-	66,000	66,000
572000 Payments to Other Agencies	149,517	149,286	175,000	175,000	145,225	175,000	-
579000 Contingencies	-	-	100,000	86,000	-	100,000	14,000
Subtotal - Operations	11,732,607	7,360,306	7,275,700	7,275,700	5,961,578	7,814,080	538,380
TOTAL DEPARTMENT	11,904,508	10,417,151	11,127,500	11,018,972	9,536,793	11,769,690	750,718

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	1	34	34	34
TOTAL	1	34	34	34

1004900 - Fleet Services
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	85,052	102,354	103,900	103,900	105,014	122,654	18,754
512101 Health Insurance	5,271	5,903	7,900	7,900	6,027	6,328	(1,572)
512102 Disability Insurance	229	257	500	500	266	279	(221)
512103 Dental Insurance	319	273	500	500	299	313	(187)
51204 Life Insurance	514	578	900	900	596	625	(275)
512200 Social Security	4,951	6,053	6,400	6,400	6,511	7,605	1,205
512300 Medicare	1,158	1,416	1,500	1,500	1,523	1,778	278
512401 Retirement	8,540	9,017	12,500	12,500	11,942	14,718	2,218
512402 Retirement-Matching	3,558	3,700	5,200	5,200	4,976	6,133	933
512600 Unemployment Tax	34	70	500	500	70	190	(310)
512700 Workers Compensation	88	121	200	200	150.00	158	(43)
Subtotal - Personnel	109,714	129,742	140,000	140,000	137,372	160,782	20,782
Operations							
521200 Professional Services	89,697	94,395	90,000	90,000	97,267	130,000	40,000
521300 Technical Services	16,006	17,726	20,000	20,000	18,938	20,000	-
523200 Communications	784	844	1,000	1,000	596	1,000	-
523700 Education/ Training	-	-	1,500	1,500	-	1,500	-
531100 General Operating Supplies	70	-	1,000	1,000	-	3,500	2,500
531270 Gasoline	1,635	-	3,700	3,700	-	3,700	-
531750 Uniforms	394	-	500	500	-	1,000	500
542100 Machinery & Equipment	-	-	-	-	-	-	-
Subtotal - Operations	108,586	112,965	117,700	117,700	116,801	160,700	43,000
TOTAL DEPARTMENT	218,300	242,707	257,700	257,700	254,173	321,482	63,782

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	1	1	1	2
Part-Time Employees	1	1	1	0
TOTAL	2	2	2	2



1006110 - Recreation & Parks

FY 2022 Proposed Budget

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	145,012	623,108	846,300	846,300	796,545	880,851	34,551
511200 Part-Time/Temp Employees - Gym	266,937	23,072	-	-	-	260,000	260,000
511201 Part-Time/Temp Employees - Athletic	229,096	113,062	150,000	150,000	69,951	230,000	80,000
511202 Part-Time/Temp Employees - Park	126,342	121,003	120,000	120,000	89,844	125,000	5,000
511203 Part-Time/Temp Employees - Leisure	61,635	31,271	82,000	82,000	25,225	85,000	3,000
512101 Health Insurance	5,684	73,619	102,000	102,000	96,294	101,109	(891)
512102 Disability Insurance	509	2,033	3,400	3,400	2,613	2,744	(656)
512103 Dental Insurance	502	3,528	5,400	5,400	4,743	4,980	(420)
51204 Life Insurance	1,140	4,567	7,200	7,200	5,840	6,131	(1,069)
512200 Social Security	8,991	49,172	74,300	74,300	49,386	54,613	(19,687)
512300 Medicare	2,125	11,678	17,400	17,400	11,550	12,772	(4,628)
512401 Retirement	16,902	55,279	101,600	101,600	92,405	105,702	4,102
512402 Retirement-Matching	7,042	21,757	42,300	42,300	38,502	44,043	1,743
512600 Unemployment Tax	42	718	4,200	4,200	1,933	5,225	1,025
512700 Workers Compensation	19,908	17,147	15,700	15,700	18,664	19,597	3,897
Subtotal - Personnel	891,867	1,151,014	1,571,800	1,571,800	1,303,494	1,937,767	365,967
Operations							
521201 Professional Services - Gvmt Services	1,079,589	125,354	-	-	-	-	-
521300 Technical Services	4,780	46,515	13,440	13,440	13,440	13,440	-
522100 Cleaning Services	80,569	62,825	68,000	68,000	58,800	70,880	2,880
522220 Repairs & Maintenance - Buildings	63,883	70,995	55,000	55,000	38,322	10,000	(45,000)
522230 Repairs & Maintenance - Vehicles	8,487	4,390	2,500	2,500	2,774	3,000	500
522240 Repairs & Maintenance - Parks	271,620	301,142	235,000	260,000	161,400	443,000	183,000
523200 Communications	12,586	11,446	14,000	14,000	12,381	15,426	1,426
523300 Advertising	17,888	15,528	10,000	10,000	6,024	10,000	-
523500 Travel	1,798	1,077	1,000	1,000	-	7,000	6,000
523600 Dues & Fees	4,337	2,685	3,000	3,000	2,862	4,200	1,200
523700 Education/ Training	6,475	5,014	1,000	31,000	173	6,005	(24,995)
523900 Contractual Services	1,115,860	955,123	974,200	1,021,200	786,072	814,200	(207,000)
523950 Merchant Services Charges	14,181	5,859	12,500	12,500	4,671	12,500	-
531100 General Operating Supplies	15,658	9,712	6,000	6,000	2,183	6,000	-
531102 Program Supplies	73,340	27,530	25,000	25,000	5,858	60,000	35,000
531210 Water	71,739	86,535	75,000	75,000	78,933	66,500	(8,500)
531220 Natural Gas	7,918	14,566	13,500	13,500	13,761	13,500	-
531230 Electricity	177,553	145,225	165,000	165,000	125,894	162,245	(2,755)
531270 Gasoline	12,809	9,347	15,000	15,000	7,922	15,000	-
531300 Hospitality	-	135	-	-	-	1,000	1,000
531600 Small Tools & Equipment	32,019	62,054	35,000	35,000	12,156	60,000	25,000
531700 Materials	4,076	-	-	-	-	-	-
531750 Uniforms	2,320	4,410	3,000	3,000	1,238	3,500	500
542100 Machinery & Equipment	-	-	-	-	-	-	-
541200 Site Improvements	32,708	19,122	-	20,000	-	-	(20,000)
542200 Vehicles	-	-	-	-	-	40,000	40,000
572000 Payments to Other Agencies	100,833	-	-	-	-	-	-
579000 Contingencies	-	-	50,000	20,000	-	50,000	30,000
Subtotal - Operations	3,213,026	1,986,589	1,777,140	1,869,140	1,334,861	1,887,396	18,256
TOTAL DEPARTMENT	4,104,893	3,137,603	3,348,940	3,440,940	2,638,355	3,825,164	384,224

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	1	112	12	12
Part-Time Employees	72	71	43	43
TOTAL	73	183	55	55

1007450 - Community Development

FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	126,143	2,250,388	2,237,200	2,237,200	2,202,671	2,558,140	320,940
512101 Health Insurance	8,520	317,343	372,600	372,600	346,104	385,409	12,809
512102 Disability Insurance	441	7,671	9,500	9,500	7,608	8,988	(512)
512103 Dental Insurance	500	11,248	14,900	14,900	13,391	15,260	360
51204 Life Insurance	990	16,646	20,300	20,300	16,392	18,612	(1,688)
512200 Social Security	7,620	134,252	138,700	138,700	136,566	158,605	19,905
512300 Medicare	1,782	31,398	32,400	32,400	31,939	37,093	4,693
512401 Retirement	14,672	199,627	268,500	268,500	254,780	306,977	38,477
512402 Retirement-Matching	6,113	77,967	111,900	111,900	106,159	127,907	16,007
512600 Unemployment Tax	41	1,343	11,200	11,200	1,265	3,610	(7,590)
512700 Workers Compensation	109	26,199	4,500	4,500	31,337	32,904	28,404
Subtotal - Personnel	166,931	3,074,082	3,221,700	3,221,700	3,148,211	3,653,505	431,805
Operations							
521200 Professional Services	23,089	-	-	-	-	-	-
521201 Professional Services - GVMT Services	3,939,920	-	-	-	-	-	-
521300 Technical Services	80,030	77,561	99,000	99,000	9,528	162,000	63,000
522230 Repairs & Maintenance - Vehicles	15,332	14,999	15,000	15,000	17,889	15,000	-
523200 Communications	32,139	24,524	25,000	25,000	28,959	26,500	1,500
523300 Advertising	38,033	30,655	15,000	15,000	12,164	20,000	5,000
523500 Travel	12,783	8,607	13,000	13,000	4,571	13,000	-
523600 Dues & Fees	7,678	10,169	10,000	10,000	4,481	34,000	24,000
523700 Education/ Training	24,347	24,906	18,000	18,000	12,690	18,000	-
523900 Contractual Services	-	56,970	75,000	75,000	53,985	101,700	26,700
523950 Merchant Services Charges	78	72	1,000	1,000	63	100	(900)
531100 General Operating Supplies	14,648	13,287	20,000	20,000	3,579	29,000	9,000
531270 Gasoline	20,718	19,903	23,000	23,000	13,950	23,000	-
531300 Hospitality	12,177	6,512	10,000	10,000	137	10,000	-
531750 Uniforms	10,077	7,601	10,000	10,000	1,662	10,000	-
Subtotal - Operations	4,231,049	295,766	334,000	334,000	163,656	462,300	128,300
TOTAL DEPARTMENT	4,397,980	3,369,848	3,555,700	3,555,700	3,311,867	4,115,805	560,105

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	1	37	36	38
TOTAL	1	37	36	38

1007520 - Economic Development
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel							
511100 Regular Salaries	88,300	148,303	147,100	147,100	136,165.06	183,759	36,659
512101 Health Insurance	14,525	31,153	37,000	37,000	31,809	44,399	7,399
512102 Disability Insurance	309	502	700	700	510	1,036	336
512103 Dental Insurance	887	1,733	2,200	2,200	1,890	2,585	385
51204 Life Insurance	693	1,127	1,400	1,400	1,145	1,902	502
512200 Social Security	5,095	8,676	9,100	9,100	7,721	11,393	2,293
512300 Medicare	1,192	2,029	2,100	2,100	1,806	2,665	565
512401 Retirement	10,270	15,697	17,600	17,600	16,340	22,051	4,451
512402 Retirement-Matching	4,279	6,429	7,400	7,400	6,808	9,188	1,788
512600 Unemployment Tax	41	71	800	800	70	190	(610)
512700 Workers Compensation	76	624	300	300	877	921	621
Subtotal - Personnel	125,667	216,344	225,700	225,700	205,140	280,087	54,387
Operations							
521200 Professional Services	-	-	-	-	-	-	-
521201 Professional Services - GVMT Services	100,089	-	-	-	-	-	-
521205 Professional Services - Other	13,090	81,020	92,000	92,000	76,925	25,000	(67,000)
521300 Technical Services	-	2,090	-	-	-	-	-
523200 Communications	1,410	950	1,000	1,000	795	1,000	-
523300 Advertising	21,437	50,187	18,700	18,700	7,670	18,700	-
523500 Travel	1,733	1,398	2,000	2,000	-	3,600	1,600
523600 Dues & Fees	12,921	13,236	15,100	15,100	13,992	16,345	1,245
523700 Education/ Training	4,778	5,020	1,500	1,500	2,073	3,875	2,375
531100 General Operating Supplies	831	226	500	500	191	500	-
531300 Hospitality	4,082	4,371	3,000	3,000	105	3,000	-
Subtotal - Operations	160,371	158,498	133,800	133,800	101,750	72,020	(61,780)
TOTAL DEPARTMENT	286,038	374,842	359,500	359,500	306,890	352,107	(7,393)

Employees	FY 2019	FY 2020	FY 2021	FY 2022
Full-Time Employees	1	2	2	2
TOTAL	1	2	2	2

1009000 - Other Financing Uses

FY 2022 Proposed Budget



		FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Operations								
581300	Note Principal	197,031	200,327	203,700	203,700	203,700	203,678	(22)
582300	Note Interest Expense	38,298	35,002	31,700	31,700	31,700	31,652	(48)
611110	Transfer to Arts Center	2,330,193	2,701,000	1,614,740	1,614,740	1,614,740	1,337,169	(277,571)
611351	Transfer to Capital Projects	15,695,325	19,625,000	4,052,500	6,084,500	6,084,500	11,892,558	5,808,058
611360	Transfer to Public Facilities Authority	9,751,650	9,761,150	9,758,700	20,948,700	20,948,700	12,624,640	(8,324,060)
611561	Transfer to Stormwater	1,500,000	1,750,000	1,225,000	1,225,000	1,225,000	1,720,000	495,000
	Subtotal - Operations	29,512,497	34,072,479	16,886,340	30,108,340	30,108,340	27,809,697	(2,298,643)
TOTAL DEPARTMENT		29,512,497	34,072,479	16,886,340	30,108,340	30,108,340	27,809,697	(2,298,643)

210 - Confiscated Assets Fund

FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Revenues							
351320 State Seized Fund	24,675	71,152	75,000	75,000	-	75,000	-
351325 Federal Seized Fund	342,040	759,198	125,000	125,000	14,381	125,000	-
351326 Custodial Funds Unrestricted	10,035	-	-	-	-	-	-
361000 Interest Revenue	2,975	2,339	-	-	-	-	-
Subtotal - Revenues	379,725	832,689	200,000	200,000	14,381	200,000	-
Expenditures							
521200 Professional Services	-	84,903	-	-	11,475	-	-
522310 Building Lease	57,338	-	-	-	-	-	-
523500 Travel	-	-	-	-	-	-	-
523700 Training	49,750	12,750	-	-	12,500	-	-
531600 Small Tools	65,857	102,533	200,000	200,000	139,908	200,000	-
542100 Machinery & Equipment	-	54,014	-	-	-	-	-
542200 Vehicles	386,326	153,764	-	-	75,034	-	-
542400 Computers	-	-	-	-	-	-	-
Subtotal - Expenditures	559,271	407,964	200,000	200,000	238,917	200,000	-
BALANCE	(179,546)	424,725	-	-	(224,536)	-	-

215 - E911 Fund
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
<u>Revenues</u>							
342500 E911 Revenues	3,419,722	3,210,630	3,000,000	3,000,000	3,344,136	3,000,000	-
Subtotal - Revenues	3,419,722	3,210,630	3,000,000	3,000,000	3,344,136	3,000,000	-
<u>Expenditures</u>							
572000 Transfers to ChatComm	3,419,722	3,210,630	3,000,000	3,000,000	3,344,136	3,000,000	-
Subtotal - Expenditures	3,419,722	3,210,630	3,000,000	3,000,000	3,344,136	3,000,000	-
BALANCE	-	-	-	-	-	-	-

220 - Tree Fund
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Revenues							
341320 Development Impact	240,837	265,744	150,000	150,000	142,173	150,000	-
399999 Use of Fund Balance	17,025	25,669	-	359,000	-	181,000	181,000
Subtotal - Revenues	257,862	291,413	150,000	509,000	142,173	331,000	181,000
Expenditures							
523900 Contractual Services	162,070	110,105	209,000	234,000	74,743	-	(234,000)
541200 Site Improvements	-	-	275,000	275,000	6,741	-	(275,000)
611351 Transfer to Capital	-	-	-	-	-	331,000	331,000
Subtotal - Expenditures	162,070	110,105	484,000	509,000	81,484	331,000	(178,000)
BALANCE	95,792	181,308	(334,000)	-	60,689	-	359,000

225 - Impact Fee Fund

FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
<u>Revenues</u>							
341320 Impact Fee - Parks	947,257	336,245	445,000	445,000	240,525	200,000	(245,000)
341320 Impact Fee - Public Safety	103,892	55,789	50,000	50,000	40,357	-	(50,000)
341320 Impact Fee - Transportation	547,608	498,182	255,000	255,000	335,317	-	(255,000)
Subtotal - Revenues	1,598,757	890,216	750,000	750,000	616,199	200,000	(550,000)
<u>Expenditures</u>							
611351 Transfer to Capital Projects	3,549,782	3,538,293	750,000	750,000	750,000	200,000	(550,000)
Subtotal - Expenditures	3,549,782	3,538,293	750,000	750,000	750,000	200,000	(550,000)
BALANCE	(1,951,025)	(2,648,077)	-	-	(133,801)	-	-

245 - CDBG Fund
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Revenues							
331100 Federal Grants	597,687	694,640	1,490,127	1,648,154	816,407	650,000	(998,154)
393300 Loan Proceeds	2,872,000	-	-	-	-	-	-
361000 Interest Revenue	14,093	42,038	-	-	3,604	-	-
399999 Use of Fund Balance	-	-	-	-	-	684,425	684,425
Subtotal - Revenues	3,483,780	736,678	1,490,127	1,648,154	820,011	1,334,425	(313,729)
Expenditures							
521240 Non-Profits - ACT20	-	-	-	319,260	694,812	-	(319,260)
521240 Non-Profits - ACT21	-	-	-	40,000	54,061	-	(40,000)
521240 Non-Profits - ACT22	-	-	-	25,000	15,473	-	(25,000)
541400 Infrastructure - CDBG 2015	-	-	-	-	-	-	-
541400 Infrastructure - CDBG 2016	75,663	-	-	-	-	-	-
541400 Infrastructure - CDBG 2017	522,024	52,407	-	-	-	-	-
541400 Infrastructure - CDBG 2020	-	-	-	-	-	600,000	600,000
541400 Infrastructure - AC181	-	456,113	391,647	1,221,469	429,609	-	(1,221,469)
541400 Infrastructure - AC182	-	35,848	300,000	2,180,000	17,915	-	(2,180,000)
581300 Note Principal	-	-	653,208	653,208	-	653,208	-
582300 Interest	-	68,358	81,217	81,217	81,217	81,217	-
584000 Costs of Issuance	81,915	-	-	-	-	-	-
Subtotal - Expenditures	679,602	612,726	1,426,072	4,520,154	1,293,087	1,334,425	(3,185,729)
BALANCE	2,804,178	123,952	64,055	(2,872,000)	(473,076)	-	2,872,000

275 - Hotel/Motel Tax
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Revenues							
314100 Hotel/Motel Tax	5,681,086	3,873,529	2,550,800	2,550,800	1,665,745	1,600,000	(950,800)
Subtotal - Revenues	5,681,086	3,873,529	2,550,800	2,550,800	1,665,745	1,600,000	(950,800)
Expenditures							
611100 Transfer to General Fund	1,622,518	1,106,280	728,600	728,600	475,737	450,000	(278,600)
611555 Transfer to PAC	2,232,667	1,522,297	1,002,400	1,002,400	654,638	600,000	(402,400)
611850 Sandy Springs Hospitality	1,825,901	1,244,952	819,800	819,800	535,370	550,000	(269,800)
Subtotal - Expenditures	5,681,086	3,873,529	2,550,800	2,550,800	1,665,745	1,600,000	(950,800)
BALANCE	-	-	-	-	-	-	-

280 - Rental Motor Vehicle Excise

FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
<u>Revenues</u>							
314400 Excise Tax	101,595	92,834	60,000	60,000	67,500	70,000	10,000
Subtotal - Revenues	\$ 101,595	\$ 92,834	\$ 60,000	\$ 60,000	\$ 67,500	\$ 70,000	\$ 10,000
<u>Expenditures</u>							
611100 Transfer to General Fund	101,595	92,834	60,000	60,000	67,500	70,000	10,000
Subtotal - Expenditures	\$ 101,595	\$ 92,834	\$ 60,000	\$ 60,000	\$ 67,500	\$ 70,000	\$ 10,000
BALANCE	-	-	-	-	-	-	-

351 - Five Year Capital Improvement Plan

FY 2022 Proposed Budget



Department	Funding Source	Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
City Mgmt	General Fund	Organizational Leadership Development	37,500	37,500	-	-	-	75,000
IT	General Fund	Multi-Factor Authentication	15,000	-	-	-	-	15,000
IT	General Fund	Network Hardware Replacement	105,000	280,000	340,000	-	-	725,000
IT	General Fund	Netapp File Storage	-	200,000	-	-	-	200,000
Facilities	General Fund	Conference Room Technology	-	44,200	-	-	-	44,200
Facilities	General Fund	Electric Vehicle Charging Stations	75,738	-	-	-	-	75,738
Facilities	General Fund	Mt. Vernon Multi-Path Camera/Pole	16,000	-	-	-	-	16,000
Facilities	General Fund	HVAC Mini-Split for IT Servers at City Springs	30,000	-	-	-	-	30,000
Facilities	General Fund	HVAC Chiller Plant Mini-Split	20,000	-	-	-	-	20,000
Facilities	General Fund	City Springs FCA Implementation	-	120,400	-	-	4,000,000	4,120,400
Facilities	General Fund	Bluestone Updates	-	226,877	385,000	244,017	-	855,894
Facilities	General Fund	Facilities Maintenance	500,000	500,000	500,000	500,000	500,000	2,500,000
Facilities	Bonds	Fire Station 53 Additions	900,000	-	-	-	-	900,000
Gen Admin	General Fund	Pay and Comp Study Implementation	800,000	-	-	-	-	800,000
Police	General Fund	Quick Response Force Equipment Truck	-	-	250,000	-	-	250,000
Police	General Fund	Police Equipment	195,520	68,300	33,300	33,300	65,800	396,220
Police	General Fund	Police Records Management System	-	200,000	-	-	-	200,000
Police	General Fund	SSPD Replacement Motorola Radios	130,000	130,000	130,000	130,000	130,000	650,000
Pub Safety	Bonds	Public Safety HQ Buildout	-	30,195,000	-	-	-	30,195,000
Fire	General Fund	Firefighter Turn Out Gear	166,000	163,000	122,500	-	-	451,500
Fire	General Fund	Monitor Defibrillators	-	430,000	-	-	-	430,000
Fire	General Fund	Radio/MCT for Fire Trucks	35,800	21,000	-	-	-	56,800
Fire	General Fund	WestNew Alerting System Stations 51, 53, 54	-	180,000	-	-	-	180,000
Fire	General Fund	Fire Department Strategic Plan	25,000	25,000	-	-	-	50,000
Fire	Bonds	Design & Feasibility Study for Station 53 Expansion	15,000	-	-	-	-	15,000
Fire	General Fund	Small Tools for Training Center	-	111,450	-	-	-	111,450
Fire	Bonds	Station 55	5,000,000	-	-	-	-	5,000,000
Fire	General Fund	Station 51	-	-	10,500,000	-	-	10,500,000
PW	Partial LMIG	Pavement Management Program	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	24,000,000
PW	General Fund	City Beautification Program	200,000	100,000	100,000	100,000	100,000	600,000
PW	General Fund	Guardrail Replacement Program	300,000	300,000	300,000	300,000	300,000	1,500,000
PW	General Fund	Bridge & Dam Maintenance	900,000	50,000	200,000	50,000	200,000	1,400,000
PW	Stormwater	Lake Forrest Dam	-	-	-	1,500,000	50,000	1,550,000
PW	Stormwater	Stormwater Capital Improvements	1,000,000	1,750,000	1,750,000	1,750,000	1,750,000	8,000,000
PW	Stormwater	Stormwater Repair & Maintenance	150,000	155,000	160,000	165,000	170,000	800,000
PW	General Fund	Capital Sidewalk Program	-	50,000	50,000	50,000	50,000	200,000
PW	General Fund	Intersection & Operational Imp	600,000	400,000	400,000	400,000	400,000	2,200,000
PW	General Fund	Traffic Management Program	625,000	500,000	500,000	500,000	500,000	2,625,000
PW	General Fund	Traffic Calming	25,000	25,000	25,000	25,000	25,000	125,000
PW	PCID	PTD/Lake Hearn Multimodal Intersection Improvements	1,100,000	4,125,000	-	-	-	5,225,000
PW	General Fund	I-285/Roswell Rd Innovative Intersection Study	150,000	-	-	-	-	150,000
PW	General Fund	SR 400 Multiuse Trail North Study	-	-	-	250,000	-	250,000
PW	General Fund	BRT at Roswell Rd Station Area Study	-	-	100,000	-	-	100,000
PW	General Fund	BRT Joint Feasibility Study	50,000	-	-	-	-	50,000
PW	General Fund	Roswell Rd Mid-Block Crossing (Prado - Northwood)	-	250,000	-	-	-	250,000
PW	Bonds	Public Safety Fiber Ring B Design Morgan Falls/Abernathy	200,000	500,000	-	-	-	700,000
PW	General Fund	Fiber Connection to Fire Station 3 Ring C	-	-	-	-	75,000	75,000
PW	General Fund	Transform 285/400 ATMS 3/4 11 SCOOT Intersections	-	150,000	520,000	-	-	670,000
PW	General Fund	Transit Signal Priority Upgrades	-	250,000	-	-	-	250,000
PW	General Fund	Roswell Rd Transit Streetscape Project	-	500,000	500,000	-	-	1,000,000
PW	Impact Fees	Roswell Rd Chattahoochee Pedestrian Bridge	200,000	100,000	-	-	-	300,000
PW	Impact Fees	Boylston Dr Streetscape/Int Realignment at Hammond Dr	-	1,060,000	-	-	-	1,060,000
PW	General Fund	SR 400 Multi-Use Trail	-	2,200,000	2,200,000	-	-	4,400,000
Fleet	General Fund	Fleet Electric Vehicles	240,000	-	-	-	-	240,000
Parks	General Fund	Veterans Park	-	4,150,000	-	-	-	4,150,000
Parks	General Fund	Veterans Park Art	-	450,000	-	-	-	450,000
Parks	General Fund	Trail Segment 2A P&E and Construction	2,500,000	3,250,000	-	-	-	5,750,000
Parks	General Fund	Trail Segment 2C P&E and Construction	-	-	4,500,000	6,100,000	-	10,600,000
Parks	General Fund	Trail ROW Acquisition	250,000	800,000	150,000	-	-	1,200,000
Parks	General Fund	Old Riverside Park Master Plan	-	-	-	-	100,000	100,000
Parks	General Fund	Morgan Falls Athletic Complex	-	200,000	200,000	125,000	750,000	1,275,000
Parks	General Fund	Hammond Park	-	250,000	-	750,000	-	1,000,000
Parks	General Fund	Sandy Springs Middle School IGA	110,000	-	-	-	-	110,000
Parks	General Fund	Ridgeview Middle School IGA	75,000	-	-	-	-	75,000
Parks	General Fund	Allen Road Park Master Plan	-	-	-	-	75,000	75,000
Parks	General Fund	Sandy Springs Tennis Center Courts	-	-	-	-	1,000,000	1,000,000
Parks	General Fund	Dunwoody Springs Elementary IGA	-	-	425,000	-	-	425,000
Parks	General Fund	Abernathy Tennis Courts	-	-	125,000	-	-	125,000
Parks	General Fund	Ridgeview Park	-	-	-	-	100,000	100,000
Parks	Partial Grants	Nancy Creek Stream Restoration	570,000	197,000	-	-	-	767,000
Parks	General Fund	Sustainability Plan/Policy	75,000	-	-	-	-	75,000
Parks	Tree Fund	Tree Fund Invasive Species Removal	30,000	30,000	30,000	30,000	30,000	150,000
Parks	Tree Fund	Tree Fund Trees Atlanta Partnership	80,000	80,000	80,000	80,000	80,000	400,000
Parks	Tree Fund	Tree Fund Capital Projects	139,000	100,000	100,000	100,000	100,000	539,000
Parks	Tree Fund	Tree Fund Surveys	30,000	-	6,250	-	-	36,250
Parks	Tree Fund	Tree Fund Maintenance	52,000	60,000	70,000	80,000	90,000	352,000
TOTAL			22,517,558	59,764,727	29,552,050	18,062,317	15,440,800	145,337,452

Funding Sources						
Funding Stormwater	1,720,000	2,102,000	1,910,000	1,915,000	1,920,000	9,567,000
Funding Tree Fund	331,000	270,000	286,250	290,000	300,000	1,477,250
Funding Bonds	6,115,000	30,695,000	-	-	-	36,810,000
Funding LMIG	869,000	900,000	900,000	900,000	900,000	4,469,000
Funding Grants	290,000	110,000	-	-	-	400,000
Funding Impact Fees	200,000	460,000	-	-	-	660,000
Funding PCID	1,100,000	4,125,000	-	-	-	5,225,000
General Fund	11,892,558	21,102,727	26,455,800	14,957,317	12,320,800	86,729,202
TOTAL	22,517,558	59,764,727	29,552,050	18,062,317	15,440,800	145,337,452



555 - Performing Arts Fund Summary

FY 2022 Proposed Budget

	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Revenues							
55550 Arts Revenue	1,214,824	943,750	603,020	603,020	14,414	-	(603,020)
55551 Admin	-	-	163,000	163,000	9	540,000	377,000
55552 Theatre	-	-	2,471,000	2,471,000	21,128	2,685,900	214,900
55553 Conference Center	-	-	324,400	324,400	10,454	462,700	138,300
55554 Education	-	-	225,800	225,800	3,375	167,500	(58,300)
55555 Special Events	-	-	163,300	163,300	19,953	252,000	88,700
55556 Heritage	-	-	220,000	220,000	9,978	288,000	68,000
55590 Transfer from Hotel Motel	-	-	-	-	600,000	600,000	600,000
55590 Transfer from General Fund	2,330,193	2,701,000	1,614,740	1,614,740	1,825,423	1,337,169	(277,571)
Total - Revenues	3,545,017	3,644,750	5,785,260	5,785,260	2,504,732	6,333,269	548,009
Expenses							
5556191 Administration	3,289,966	1,996,946	3,188,540	3,188,540	2,026,475	3,086,619	(101,921)
5556192 Theatre	-	-	1,493,870	1,493,870	76,842	1,836,750	342,880
5556193 Conference	-	-	232,400	232,400	7,019	310,600	78,200
5556194 Education	-	-	219,400	219,400	-	143,900	(75,500)
5556195 Special Events	-	-	582,050	582,050	363,839	718,600	136,550
5556196 Heritage	-	-	69,000	69,000	30,558	236,800	167,800
Total - Operations	3,289,966	1,996,946	5,785,260	5,785,260	2,504,732	6,333,269	548,009

Employees	FY 2019	FY 2020	FY 2021	FY 2021
Full-Time Employees	1	24	24	25
TOTAL	1	24	24	25

555 - Performing Arts Center
FY 2022 Proposed Budget



		FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Personnel								
511100	Regular Salaries	-	804,823	1,553,000	1,553,000	1,363,442	1,609,390	56,390
511200	Part - Time Employees	-	61,344	205,300	205,300	-	200,000	(5,300)
512101	Health Insurance	-	101,312	188,500	188,500	177,245	178,757	(9,743)
512102	Disability Insurance	-	2,847	6,800	6,800	4,287	4,501	(2,299)
512103	Dental Insurance	-	3,998	8,800	8,800	8,074	8,477	(323)
51204	Life Insurance	-	7,545	12,300	12,300	9,634	10,115	(2,185)
512200	Social Security	-	51,910	110,500	110,500	81,352	99,782	(10,718)
512300	Medicare	-	12,140	25,800	25,800	19,026	23,336	(2,464)
512401	Retirement	-	63,278	186,400	186,400	154,004	193,127	6,727
512402	Retirement-Matching	-	24,215	77,700	77,700	59,170	80,470	2,770
512600	Unemployment Tax	-	947	8,900	8,900	1,106	1,000	(7,900)
512700	Workers Compensation	-	2,500	3,600	3,600	2,250	2,362	(1,238)
	Subtotal - Personnel	-	1,136,860	2,387,600	2,387,600	1,879,589	2,411,319	23,719
Operations								
521200	Professional Services	257,656	27,570	224,000	224,000	29,820	278,800	54,800
521201	Professional Services - GVMT Serv	1,740,562	400,927	-	-	-	-	-
521250	Professional Services - Legal	10,942	910	20,000	20,000	-	-	(20,000)
521300	Technical Services	40,530	70,433	96,780	96,780	49,875	97,130	350
522100	Cleaning Services	-	-	50,000	50,000	-	50,000	-
522220	Repairs & Maintenance - Equipment	-	-	5,000	5,000	-	15,000	10,000
522220	Repairs & Maintenance - Buildings	106,670	76,899	123,000	123,000	23,853	123,000	-
522330	Other Rentals	270	-	50,600	50,600	-	55,600	5,000
523200	Communications	15,553	15,067	79,160	79,160	15,579	29,160	(50,000)
523300	Advertising	222,989	61,719	469,200	469,200	45,711	534,700	65,500
523350	Promotions	-	-	50,000	50,000	-	30,950	(19,050)
523400	Printing & Binding	16,113	350	9,500	9,500	525	9,500	-
523500	Travel	62,909	14,242	9,050	9,050	-	4,050	(5,000)
523600	Dues & Fees	37,265	12,419	5,500	5,500	11,294	9,010	3,510
523700	Education/ Training	13,803	2,497	43,900	43,900	2,166	43,900	-
523800	Licenses	-	-	6,400	6,400	4,740	8,400	2,000
523850	Artist Fees	471,232	16,400	808,500	808,500	12,750	1,054,750	246,250
523900	Contractual Services	92,393	18,905	176,170	176,170	4,233	226,200	50,030
523950	Merchant Services Charges	26,366	7,490	24,000	24,000	3,074	24,000	-
531100	General Operating Supplies	169,199	62,610	113,750	113,750	13,619	148,300	34,550
531300	Hospitality	224	33,237	51,900	51,900	309	67,900	16,000
531350	Special Events	-	-	454,450	454,450	323,394	541,000	86,550
531500	Cost of Goods Sold	-	-	152,700	152,700	15,035	239,500	86,800
531590	Inventory Supplies	-	12,108	-	-	-	-	-
531600	Small Tools & Equipment	-	24,640	117,000	117,000	21,014	147,000	30,000
531700	Other Supplies	-	97	13,100	13,100	381	13,100	-
531750	Uniforms	5,290	1,566	4,000	4,000	3,836	11,000	7,000
541200	Site Improvements	-	-	25,000	25,000	-	-	(25,000)
542100	Machinery & Equipment	-	-	155,000	155,000	43,938	100,000	(55,000)
542300	Furniture & Fixtures	-	-	20,000	20,000	-	20,000	-
579000	Contingencies	-	-	40,000	40,000	-	40,000	-
	Subtotal - Operations	3,289,966	860,086	3,397,660	3,397,660	625,143	3,921,950	524,290
TOTAL DEPARTMENT		3,289,966	1,996,946	5,785,260	5,785,260	2,504,732	6,333,269	548,009

561 - Stormwater
FY 2022 Proposed Budget



	FY 2019 Actuals	FY 2020 Actuals	FY 2021 Original Budget	FY 2021 Revised Budget	FY 2021 Projected	FY 2022 Proposed Budget	Change from 2021 Revised Budget
Revenues							
391100 Transfer from General Fund	1,500,000	1,750,000	1,225,000	1,225,000	1,225,000	1,720,000	495,000
Subtotal - Revenues	1,500,000	1,750,000	1,225,000	1,225,000	1,225,000	1,720,000	495,000
Expenses - Capital							
521200 Professional Services	306,932	124,949	200,000	200,000	106,876	-	(200,000)
541450 Stormwater Improvements	1,682,499	1,065,232	1,230,000	1,230,000	1,567,062	1,670,000	440,000
521200 Professional Services - Green	-	34,017	100,000	100,000	19,754	-	(100,000)
541450 Stormwater Imp - Green	-	-	285,000	285,000	-	-	(285,000)
Subtotal - Expenditures	1,989,431	1,224,198	1,815,000	1,815,000	1,693,691	1,670,000	(145,000)
Expenses - Collection and Drainage							
521200 Professional Services	-	41,753	40,000	40,000	61,747	-	(40,000)
522240 Repair & Maintenance	137,172	55,940	70,000	70,000	11,524	50,000	(20,000)
523900 Contractual Services	16,868	23,106	20,000	20,000	2,584	-	(20,000)
542100 Machinery and Equipment	-	39,917	10,000	10,000	-	-	(10,000)
Subtotal - Expenditures	154,040	160,716	140,000	140,000	75,855	50,000	(90,000)
BALANCE	(643,471)	365,086	(730,000)	(730,000)	(544,546)	-	-



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Boyd, Paralegal

DATE: May 20, 2021 Submission for the June 15, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of the Approval of Insurance Coverage for the City and to Authorize the City Manager to Execute Documentation Effectuating the Same

Recommendation:

Staff recommends Mayor and Council authorize the City Manager to sign the insurance renewal proposals effective date of July 1, 2021 for continued coverage of the City's assets and liabilities.

Background:

In response to a number of the recent changes, not the least of which includes the transition to municipal staffing, the staff has conducted an in-depth review of the City's risk management requirements and presents the following for your consideration.

One of the first elements is the transition from a carrier based agent to a client based agent. Partners Risk Services ("PRS") has conducted market research as well as an extensive inventory of current City assets and liabilities to provide the attached proposal.

Given the size of the City and the current temperature of the insurance market procuring multiple bids is practically non-existent. Coupled with the present day state of cyber and law enforce liability providing ample coverage in a cost efficient manner has been a challenge. Other factors include the City's increased general exposure as well as its assets.

As we look future, we anticipate PRS providing advice and guidance related to the forthcoming needs of the City in order to allow greater control over the claims process and improved risk management.

Discussion:

Financial Impact:

The premiums described in Exhibit A of the attached Resolution will be funded through the City general fund as approved for fiscal year 2021-2022.

Alternatives:

Attachments:

1. Sandy Springs 2021-22 Premium Summary
2. Resolution Approving Renewal of Insurance_061521

City of Sandy Springs
Property Casualty Coverage Summary (2021-22)

COVERAGE	2020-21 EXPIRING	2021-22 EXPIRING DED PROPOSED	CARRIER	2020-21 EXPIRING LIMITS	2021-22 PROPOSED LIMITS		2020-21 EXPIRING DEDUCTIBLE	2020-21 PROPOSED DEDUCTIBLE
GENERAL LIABILITY								
Products & Completed Work	Included	Included	Atlantic Specialty	\$1,000,000/\$5,000,000	\$1,000,000/\$5,000,000	Each Event Limit/General Total Limit	\$10,000	\$10,000
Personal Injury	Included	Included	Atlantic Specialty	\$5,000,000	\$5,000,000	Total Limit	\$10,000	\$10,000
Advertisement Injury	Included	Included	Atlantic Specialty	\$1,000,000	\$1,000,000	Each Person Limit	\$10,000	\$10,000
Premises Damage	Included	Included	Atlantic Specialty	\$1,000,000	\$1,000,000	Each Person Limit	\$10,000	\$10,000
Medical Payments	Included	Included	Atlantic Specialty	No Coverage	No Coverage		\$10,000	\$10,000
Sexual Abuse & Molestation	Included	Included	Atlantic Specialty	\$1,000,000	\$1,000,000	Each Wrongful Act/Total Limit	\$10,000	\$10,000
Health Care & Social Servies	Included	Included	Atlantic Specialty	Included	Included		\$10,000	\$10,000
EMPLOYEE BENEFITS LIABILITY	Included	Included	Atlantic Specialty	\$1,000,000/\$5,000,000	\$1,000,000/\$5,000,000	Each Wrongful Act/Total Limit	\$1,000	\$1,000
Terrorism	\$3,743	\$3,853						
AUTOMOBILE LIABILITY**	\$371,041	\$401,714	Atlantic Specialty	\$1,000,000	\$1,000,000		\$25,000	\$25,000
Uninsured / Underinsured Motorist			Atlantic Specialty	No Coverage	No Coverage			
Medical Payments			Atlantic Specialty	No Coverage	No Coverage			
AUTOMOBILE PHYSICAL DAMAGE**	Included	Included		346 Units, 11 Trailers	333 Units, 11 Trailers	Agreed Amount coverage for Fire Trucks	\$5,000 / 5,000	\$5,000 / 5,000
Comprehensive/Collision	Included	Included	Atlantic Specialty	ACV	ACV		\$5,000 / 5,000	\$5,000 / 5,000
Hired Car Physical Damage	Included	Included	Atlantic Specialty	\$50,000	\$50,000		\$500 / 500	\$500 / 500
Garage Keepers Liability	Included	Included	Atlantic Specialty	\$500,000	\$500,000			
				346 Units, 11 Trailers	333 Units, 11 Trailers			
LAW ENFORCEMENT LIABILITY	\$355,751	\$420,097	Atlantic Specialty	\$1,000,000/\$5,000,000	\$1,000,000/\$5,000,000	Each Wrongful Act Limit/Total Limit	\$10,000	\$10,000
PUBLIC ENTITY MANAGEMENT LIABILITY	Included	Included	Atlantic Specialty	\$1,000,000/\$5,000,000	\$1,000,000/\$5,000,000	Each Wrongful Act Limit/Total Limit	\$10,000	\$10,000
EMPLOYEE PRACTICES LIABILITY	Included	Included	Atlantic Specialty	\$1,000,000/\$5,000,000	\$1,000,000/\$5,000,000	Each Wrongful Offense Limit/Total Limit	\$10,000	\$10,000
Occurrence Form								
EXCESS LIABILITY (General Liability Only)	\$15,514	\$18,327	Atlantic Specialty	\$4,000,000/\$4,000,000	\$4,000,000/\$4,000,000	Separate Aggregate limits per line	None	None
Terrorism	Included	\$183				Excludes Sexual Abuse		
CRIME								
Employee Theft	\$638	\$646	Atlantic Specialty	\$500,000	\$500,000	Per Loss	\$25,000	\$25,000
Forgery or Alteration	Included	Included	Atlantic Specialty	\$500,000	\$500,000	Per Employee	\$25,000	\$25,000
Inside Premises (Money & Securities)	Included	Included	Atlantic Specialty	\$500,000	\$500,000	Per Loss	\$25,000	\$25,000
Computer Fraud & Funds Transfer	Included	Included	Atlantic Specialty	\$500,000	\$500,000	Per item / Per Occurrence Limit	\$25,000	\$25,000
						" "		
PROPERTY								
Blanket Building	\$177,820	\$187,092	Travelers	\$275,162,907	\$290,000,000	Maximum Occurrence Limit (MOL) for a single loss	\$25,000	\$25,000
Boiler & Machinery	Included	Included	Travelers	\$275,162,907	\$100,000,000	See proposal for specific limits and deductibles	\$10,000	\$10,000
Wind & Hail Deductible	Included	Included	Travelers	Included	Included	Applies per Building, Contents, Outdoor Property	\$50,000	\$100,000
Extra Expense & Business Income	Included	Included	Travelers	\$5,000,000	\$5,000,000	Included in MOL	\$25,000	\$25,000
Flood	Included	Included	Travelers	\$25,000,000	\$25,000,000	See proposal for covered flood zones/Incl in MOL	\$100,000	\$100,000
Earthquake	Included	Included	Travelers	\$25,000,000	\$25,000,000	Included in MOL	\$100,000	\$100,000
Computer & EDP Equipment	Included	Included	Travelers	\$1,314,275	\$1,500,000	Included in MOL	\$25,000	\$25,000
Contractors Equipment - Scheduled	Included	Included	Travelers	\$2,808,913	\$2,500,000	Included in MOL	\$25,000	\$25,000
Emergency Equipment	Included	Included	Travelers	Include Above	\$2,500,000	Included in MOL	\$25,000	\$25,000
Fine Arts	Included	Included	Travelers	Include Above	Include Above	Included in MOL	\$25,000	\$25,000
Law Enforcement Animals	Included	Included	Travelers	\$13,500 / \$67,500	\$13,500 / \$67,500	Included in MOL	\$5,000	\$5,000
Terrorism	Included	Included						
CYBER LIABILITY (Claims-Made Form)	\$46,264	\$46,256	Benchmark Ins. Co. (A:8)	\$5,000,000/\$5,000,000	\$5,000,000/\$5,000,000	Privacy, Network Securiy or Media Wrongful Acts	\$50,000	\$50,000
	Included	Included	Benchmark Ins. Co. (A:8)	\$5,000,000/\$5,000,000	\$5,000,000/\$5,000,000	Breach Response Sevices	\$50,000	\$50,000
	Included	Included	Benchmark Ins. Co. (A:8)	\$100,000	\$250,000	Cyber Crime	\$50,000	\$50,000
EXCESS CYBER LIABILITY (Claims-Made Form)	\$32,821	Not Available		\$5,000,000/\$5,000,000			Excess of Primary	
SURPLUS LINES TAX AND POLICY FEES	\$3,580	\$1,050				See Proposal for all limits and terms		
Retro Date: Full Prior Acts								
INMATE MEDIAL COVERAGE	\$10,635	\$15,150	Sirius American	\$250,000/\$1,000,000	\$250,000/\$1,000,000	Each Wrongful Act Limit/Total Limit	\$25,000	\$25,000
						\$750,000 per Occurrence		
TOTAL PREMIUM	\$1,257,009	\$1,351,237						

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.

STATE OF GEORGIA

COUNTY OF FULTON

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS TO ACQUIRE INSURANCE COVERAGE FOR THE CITY AND TO APPROVE POLICIES; TO AUTHORIZE THE CITY MANAGER TO EXECUTE DOCUMENTATION EFFECTUATING SAME; AND FOR OTHER PURPOSES

WHEREAS, the City of Sandy Springs (“City”) is empowered by its Charter to authorize the expenditure of money for any purposes authorized by the Charter and to provide for the payment of expenses of the City; and

WHEREAS, the City Manager is empowered by the Charter to make and execute all lawful contracts on behalf of the City as to matters within the City Manager’s jurisdiction to the extent that such contracts are funded in the City’s budget; and

WHEREAS, obtaining the appropriate insurance coverage for the City is an important government function and is required to protect the City; and

WHEREAS, current insurance coverages for the City described in Exhibit A attached hereto (“Policies”) renew on July 1, 2021, and will be funded in the City’s FY2021-2022 annual budget, as approved by City Council; and

WHEREAS, the City desires to renew the City’s insurance coverage and to approve the Policies and premiums described in Exhibit A attached hereto.

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

1. The Policies and premiums described in Exhibit A attached hereto are hereby approved for fiscal year 2021-2022; and
2. The City Manager is hereby authorized to execute such documentation as is required to effectuate the intent of this resolution; and
3. The City Manager and City Attorney are hereby authorized to take such other action as may be deemed necessary to effectuate the intent of this resolution.

APPROVED AND ADOPTED, this ____ day of _____, 2021.

Approved:

RUSTY PAUL, Mayor

Attest:

RAQUEL GONZALEZ, City Clerk

[seal]

EXHIBIT A
INSURANCE POLICIES
(Spreadsheet Attached)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: June 4, 2021 Submission for the June 15, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Accept the Real Property Purchase and Sale Agreement for Properties Located at North Island Ferry Road (Tax Parcel # 06-0365- LL-0098, 06-0365- LL-0080) and an Ordinance to Authorize Amending the FY 2021 Budget to Transfer Funds from Impact Fee Fund to Capital Projects Fund of the City of Sandy Springs

Recommendation:

Staff recommends approval of the attached Resolution to Accept the Real Property Purchase and Sale Agreement for property located at North Island Ferry Road (Shulman) and approval of an Ordinance to Authorize Amending the FY2021 Budget to Transfer Funds from the Impact Fee Fund to the Capital Projects Fund.

Background:

This property contains approximately 8.2 acres with 980 feet of Chattahoochee River frontage. The property is adjacent to the Island Ferry Unit of the Chattahoochee River National Area (CRNRA) and tract recently purchased in 2020 by the City of Sandy Springs. In order to expand the footprint of City property along North Island Ferry Road and the CRNRA, fee simple rights are required over, under, and through the property located at North Island Ferry Road within the City of Sandy Springs. City staff have been in negotiations to acquire the property by purchase.

Discussion:

City staff negotiated a Purchase and Sale Agreement wherein the City may acquire the property for the purchase price of \$1,250,000.00. Acquisition of river access property within the City is a priority identified within the Next Ten Comprehensive Plan and a recommendation of the Recreation and Parks Master Plan. Acquisition of the subject property would provide valuable partnership opportunities with the CRNRA as we plan enhanced river access for City of Sandy Springs residents.

Financial Impact:

Purchase of the property will be funded from Recreation and Parks Impact Fees.

Alternatives:

Reject the Purchase and Sale Agreement.

Attachments:

1. Property Map
2. PSA (Pittman Executed 6-9-21)-20210609-
3. Resolution
4. Budget Amendment Ordinance
5. Budget Amendment

ONE ACRE
LLC 0

RIVER VISTA
APARTMENTS LP

ROBERTS DR

SUMMER
XING

UNITED STATES
OF AMERICA

UNITED
STATES
OF AMERICA

UNITED
STATES
OF AMERICA

06 0365
LL0098
1.8 acres

SHULMAN
THOMAS W

SHULMAN
THOMAS W

06 0365
LL0080
6.4 acres

CITY OF SANDY
SPRINGS GEORGIA

8945

MARSHALL LARRY
A & PORTNOY
KATHY L

0

KUTIKOV
LEONID

0
N ISLAND
FERRY RD 0

8901

ISLAND FERRY RD

1200

MILLER JANET
TAYLOR ET AL

8900
NGUYEN HAI
HO & DAO KIM

8880
CROWDER
NATHAN W

STATE OF
GEORGIA

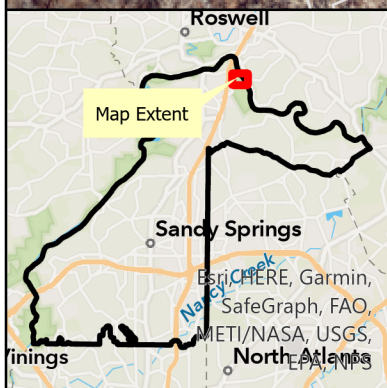
Shulman Properties

06 0365 LL0098 - 1.8 acres

06 0365 LL0080 - 6.4 acres



SANDY SPRINGS
GEORGIA



0 100 200 400 Feet



Esri Community Maps Contributors, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, FAO,
INCORPORATED, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") is hereby made and entered into as of the later of the date of Seller's or Purchaser's execution of this Agreement ("Date of this Agreement"), by and between the CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation under the laws of the State of Georgia (hereinafter referred to as the "Purchaser"), and WILLIAM KENNETH PITTMAN, as Administrator with the Will Annexed of Thomas W. Shulman A/K/A Thomas Warren Shulman, deceased (hereinafter referred to as the "Seller"), (individually referred to as the "Party" or collectively referred to as the "Parties.").

WITNESSETH THAT:

WHEREAS, the Seller owns two parcels of land containing +/- 8.2 ACRES OF LAND in aggregate located at NORTH ISLAND FY RD, Parcel No: 06 0365 LL0080 and NORTH ISLAND FY RD, Parcel No: 06 0365 LL0098, SANDY SPRINGS, FULTON COUNTY, GEORGIA, which lands are further described or depicted in Exhibit "A" attached hereto and by this reference made a part hereof, (the "Property"); and

WHEREAS, the Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth, the Property, together with all rights, easements and appurtenances pertaining thereto (except as may otherwise be limited herein) and all improvements, trees, bushes, landscaping and foliage, at the purchase price established herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1) Purchase Price. The purchase price for the Property to be paid by Purchaser to Seller shall be ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00) ("Purchase Price"). The Purchase Price, as adjusted by: (i) any prorations provided for herein and (ii) as reduced by the escrow deposit (the "Deposits" as defined below), will be paid to Seller by wire transfer of immediately available U.S. funds at Closing.

2) Deposit; Escrow Agent.

Within three (3) business days after the Date of this Agreement, Purchaser will deliver to The Law Firm of John W. Bell, P.C. (the "Escrow Agent") the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) as an escrow deposit (the "Deposit"). The Deposits shall be held in escrow by the Escrow Agent in an interest-bearing account at a financial institution insured by the Federal Deposit Insurance Corporation. The term Deposits shall include the Deposit, Additional Deposit, Extension Deposit and all interest accrued thereon.

If the sale of the Property as contemplated hereunder is consummated, then the Deposits shall be applied against the Purchase Price at the time of Closing and shall be absolutely nonrefundable and paid to Seller as part of the Purchase Price and retained by Seller at the Closing.

3) Escrow Agent's Duties:

Upon written notification signed by both Seller and Purchaser that the contemplated sale shall not take place or that this Agreement is terminated as provided herein, or the occurrence of the Closing, the Escrow Agent shall deliver the Deposits as provided in this Agreement.

Purchaser
North Island Fy Rd.

Seller
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The Parties hereto covenant and agree that in performing any of its duties under this Agreement, the Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as the Escrow Agent, except for any loss, costs or damage arising out of its willful default or gross negligence.

In the event of a dispute between the Parties, sufficient in the sole discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction the Deposits, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

4) Seller's Default: If the sale of the property is not consummated due to Seller's default, then Purchaser may elect, as Purchaser's sole and exclusive remedy, either to: (1) terminate this agreement and receive a refund from Seller of (i) the deposits, and (ii) all actual and reasonable costs and expenses incurred by Purchaser in entering into this transaction and preparing to close on the Property, up to a maximum of \$25,000.00, in which event neither party shall have any further rights or obligations hereunder; or (2) enforce specific performance of this agreement. Purchaser shall not have any other rights or remedies hereunder as a result of any default by Seller prior to closing, and Purchaser hereby waives any other such remedy as a result of a default by Seller.

5) Purchaser's Default: If the sale is not consummated due to any default by Purchaser, then Seller shall retain the Deposit plus Purchaser shall pay the actual and reasonable costs and expenses incurred by the Seller in entering into this transaction and preparing to close Property as liquidated damages (the parties agreeing that actual damages would be impossible to calculate) as Seller's sole and exclusive remedy in which event neither party shall have any further rights or obligations hereunder.

6) Seller's Rights and Privileges: Notwithstanding anything to the contrary herein, in any event where the Deposits are to be returned to Purchaser, ONE HUNDRED AND NO/100 DOLLARS (\$100.00) thereof shall be paid to Seller as consideration for the rights and privileges granted to Purchaser in this Agreement, thus making and/or establishing further grounds for making this Agreement the valid and enforceable obligation of Purchaser and Seller even though Purchaser may have certain unilateral termination rights herein.

7) Purchaser's Inspections; Title and Survey Review.

A) Initial Inspection Period. Purchaser, its agents and representatives, shall have at all times until forty five (45) days from the Date of this Agreement (the "Initial Inspection Period"), or any extension thereof, to enter upon the Property, including, without limitation, any improvements located thereon, to inspect and investigate each and every aspect of the Property including, without limitation, the following:

i) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;

ii) The physical condition and aspects of the Property, including, without limitation, the seismic aspects of the Property, and all other physical and functional aspects of the Property including an examination for the presence or absence of Hazardous Materials, as defined below, which shall be performed or arranged by Purchaser at Purchaser's sole expense. (For purposes of this Agreement, "Hazardous Materials" shall mean inflammable

Purchaser
North Island Fy Rd.

Seller
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explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, lead, lead-based paint, radon, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, petroleum and petroleum distillates, oil, or related materials, which are listed or regulated in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other applicable federal, state or local laws (collectively, "Environmental Laws");

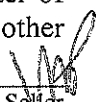
- iii) any easements and/or access rights affecting the Property; and,
- iv) all other matters of material significance affecting the Property including, without limitation, topographical and or ALTA surveys ("Surveys"), soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions.
- v) such inspections and examinations as desired by Purchaser showing to the satisfaction of Purchaser in its sole discretion that the Property is acceptable to Purchaser and are usable by Purchaser (or its assignee as permitted herein) for the purpose of constructing and operating the Project with adequate parking.

B) Damage/Restoration of Property: To the extent that any testing disturbs the Property, Purchaser will, at the expense of Purchaser, restore the Property to as nearly as possible its condition prior to the testing. Purchaser hereby indemnifies Seller and agrees to hold Seller harmless from and against any loss, damage, personal injury, death, property damage, liens, liabilities or expense of any nature whatsoever, including, without limitation, reasonable attorneys' fees actually incurred, which Seller may suffer or incur as a result of the exercise by Purchaser of its rights under this Paragraph. This Paragraph shall survive any termination of this Agreement.

C) Purchaser's Determination: If during the Initial Inspection Period (or any extension of the Initial Inspection Period) the Purchaser should determine in its sole discretion for any reason that the Property is inadequate, unacceptable or unusable for the purposes set forth in this Agreement, then the Purchaser shall provide notice to that effect to the Seller, whereupon the Deposits shall be paid over to Purchaser in accordance with this Agreement, this Agreement shall be terminated, and neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement except such obligations as are specifically set forth in this Agreement to survive termination of this Agreement.

D) Title Objections: On or before the expiration of the Initial Inspection Period, Purchaser shall notify Seller of any objectionable title matter or defect or survey matter or defect which affects the marketability and/or insurability of the title to the Property or which Purchaser, in its sole discretion, deems objectionable ("Title Objection"). In the event Seller is notified of any such Title Objections prior to the expiration of the Initial Inspection Period, Seller shall have five (5) business days from receipt of such written notice within which to notify Purchaser of which such Title Objections ("Seller's Title Letter") Seller shall satisfy or otherwise cure or otherwise remove. If Seller elects not to satisfy, remove or otherwise remove the Title Objection, Purchaser shall have the option to be exercised within five (5) business days from receipt of Seller's Title Letter of either (i) accepting the title as proposed by Seller in Seller's Title Letter and waiving any other

Purchaser
North Island Fy Rd.


Seller
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Title Objections, or, (ii) terminating this Agreement by written notice to Seller and receiving a refund of the Deposits which shall immediately be returned to Purchaser by Escrow Agent, whereupon neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement, except such obligations which are specifically set forth in this Agreement to survive termination. In the event Purchaser fails to so respond to Seller's Title Letter or terminate this Agreement as hereinabove provided, and except as provided below, Purchaser shall be deemed to have agreed to accept the title as proposed by Seller and to continue toward closing of the purchase and sale of the Property contemplated herein subject to the terms and conditions hereof.

E) Title and Survey Updates: From and after the date of the Initial Inspection Period, Purchaser may from time to time during the term of this Agreement, update the survey(s), make further examinations of the title to the Property and object to only those matters of title first appearing after the effective date of the original title commitment obtained by Purchaser by giving Seller written notice of any such defects or objections within five (5) business days after Purchaser's receipt of same. The title objection and response process provided in paragraph 7(d) above shall then be replayed, and if Seller is unable or refuses to remove or cure such additional title objections within the time period(s) provided, then Purchaser shall be entitled to exercise the same rights enumerated in herein. For the avoidance of doubt, in no event shall the right of Purchaser set forth in this subsection 7.E. apply to any title objection or any other matter that arises prior to the expiration of the Initial Inspection Period or extension thereof.

Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall also have the right to examine title to the Property at any time prior to Closing for the purpose of ascertaining whether Seller remains in compliance with Seller's representations, warranties and covenants set forth herein, and Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Date of this Agreement. If a breach of Seller's representations, warranties or covenants under this Agreement occurs and is not cured by Closing, Purchaser's rights and remedies with respect thereto shall be as set forth in paragraph 4 of this Agreement.

F) Monetary Liens: Notwithstanding the foregoing, Seller shall be obligated to cure on or before the date of Closing (i) any encumbrances filed against the Property to secure the repayment of debt, including without limitation, financing, taxes and assessments and (ii) any other Title Objections of a monetary nature attributable to Seller which can be satisfied by the expenditure of Seller's funds ("**Monetary Liens**"). In addition, Seller shall (i) terminate any service and supply contracts applicable to the Property on or before Closing and (ii) terminate any existing tenancy rights affecting the Property, including removal of all Parties in possession of the Property or any portion thereof ("**Tenancy Rights**"). In the event Purchaser does not provide Seller with notice of any Title Objection on or prior to the expiration of the Initial Inspection Period or, in the event Purchaser fails to terminate this Agreement within (5) business days after Seller's Title Letter, Purchaser shall be deemed to have waived any Title Objection arising from circumstances existing on or after the expiration of the Initial Inspection Period, other than Monetary Liens and Tenancy Rights. If any Monetary Liens or Tenancy Rights affect the Property as of the date of Closing, Purchaser may, but shall not be obligated to, obtain release of such Monetary Liens and the termination of such Tenancy Rights and Purchaser's reasonable, out-of-pocket costs actually incurred in connection therewith shall be credited against the Purchase Price. If Purchaser so elects to pursue release of such Monetary Liens and termination of such Tenancy Rights, the Closing Date shall be extended as necessary for Purchaser to effect the same. Notwithstanding any such

Purchaser
North Island Fy Rd.


Seller
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election, as long as any Tenancy Rights or Monetary Liens remain in effect, Purchaser may at any time elect (i) to consummate the transaction contemplated by this Agreement without regard to such Monetary Liens and Tenancy Rights, in which event the Purchase Price shall be adjusted as mutually agreed by the Parties, or (ii) to terminate this Agreement, whereupon the Deposits will be refunded to Purchaser and no Party shall have any rights, duties, or obligations hereunder, except those that expressly survive termination of this Agreement.

G) Extension of Initial Inspection Period. Except as otherwise provided herein, Purchaser may not extend the Initial Inspection Period without the prior written approval of Seller, which approval shall not be unreasonably withheld if Purchaser is diligently and continuously pursuing testing and investigation of the Property, including pursuit of the Approvals. Should Purchaser desire an extension of the Initial Inspection Period, and Seller agrees to such extension as provided herein then Purchaser must, on or before the expiration of the Initial Inspection Period, request such extension of the Initial Inspection Period, and pay to Seller a non-refundable amount of TEN THOUSAND AND NO/10 DOLLARS (\$10,000.00) for said extension (“**Additional Deposit**.”). However, except as otherwise provided herein, the Initial Inspection Period may only be extended for a period of no more than fifteen (15) days (“**Extended Inspection Period**”) (such Extended Inspection Period and Initial Inspection Period, collectively referred to as the “**Inspection Period**”).

8) **Seller Deliverable Items**

A) Seller's Deliveries. Within five (5) business days after the Date of the Agreement, to the extent available and in Seller's possession, Seller shall deliver to Purchaser the Seller Deliverable items relating to the Property identified on Exhibit “B” attached hereto and made a part hereof (“**Seller Deliverables**”). By furnishing Purchaser with the Seller Deliverables, Seller does not make any warranty or representation with respect to the accuracy, completeness, conclusions or statements expressed in such materials, nor does Seller represent or warrant that these are the sole materials now available with respect to the matters covered thereby; provided, however, that Seller does affirmatively represent and warrant that: (i) as of the Effective Date such information is the only information in Seller's possession related thereto, (ii) except as otherwise provided herein Seller has no knowledge that any of the Seller Deliverables are inaccurate or incomplete and (iii) Seller warrants that Seller has not altered any of the Seller Deliverables prior to delivery to Purchaser. Subject to the foregoing representations, Purchaser acknowledges that Purchaser will rely solely on studies, if any, performed under Purchaser's direction. Seller assumes no duty to furnish Purchaser with any updates of the Seller Deliverables. Except to the extent that the foregoing representations are untrue, Purchaser hereby waives any and all claims against Seller arising out of the accuracy, completeness, conclusions or statements expressed in any Seller Deliverables so furnished, and any and all claims arising out of any duty of Seller to acquire, seek or obtain materials.

B) AS-IS, WHERE IS: Except as otherwise provided in this Agreement and any documents delivered at Closing, Seller has not made and does not make any representations or warranties, either express or implied (including without limitation, any warranty of suitability, habitability, marketability, merchantability or fitness for a specific purpose), all of which are hereby waived as against Seller, as to (i) the condition or state of repair of the Property; (ii) the compliance or non-compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Property; (iv) any other fact or condition which has or might

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affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; or (v) the ability to develop or construct improvements on the Property or any portion thereof. Except as otherwise specifically provided herein or in any document delivered by Seller at Closing, the Property will be conveyed to Purchaser in "**AS-IS, WHERE IS, WITH ALL FAULTS**" condition, and upon consummation of this transaction, Purchaser will have fully satisfied itself with respect to the condition of the Property. Seller warrants with respect to the Property that Seller has not received any notice of any pending, or threatened, condemnation or taking with respect to the Property, nor any litigation or claims concerning said Property, and that there are no leases, written or otherwise, affecting the Property. Further, to the best of Seller's actual knowledge, there are no hazardous substances or waste on the Property.

9) **Closing.**

A) Closing Date. The consummation of the purchase and sale of the Property contemplated under this Agreement ("**Closing**") shall be held on or before the date which is fifteen (15) days after the expiration of the Inspection Period or any extension thereof ("**Closing Date**") at a time and location within the metropolitan Atlanta area as reasonably designated by Purchaser to Seller. Purchaser will give Seller not less than five (5) business days' notice of such time and location, or through Escrow Agent. All applicable Deposits shall be applied to the Purchase Price at Closing. Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

B) Closing Conditions to be Satisfied Prior to Closing. After the expiration of the Inspection Period, Purchaser's obligation to close shall at all times be conditioned upon the following, unless waived by the non-obligated Party, ("**Closing Conditions**"):

i) Seller delivering good and marketable fee simple title to the Property by limited warranty deed subject only to any Permitted Exception as hereinafter defined.

ii) The truth and accuracy in all material respects of Seller's warranties and representations in this Agreement set forth in in Paragraphs 14 and 15 of this Agreement as of the Closing Date, and the compliance by Seller with each and every covenant and agreement to be performed on its part in accordance with this Agreement.

iii) Seller promptly providing Purchaser with any written notices it receives with respect to the Property regarding violations at the Property, including without limitation, notices from any governmental agency.

iv) Should Seller fail to satisfy (or Purchaser fail to waive) any one or more of the contingencies set forth in these subparagraphs by the Closing Date (if permissible under the terms of this Agreement), then Purchaser may terminate this Agreement by giving written notice to Seller, whereupon all of the Deposits shall be refunded to Purchaser except ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) of such Refundable Deposits which shall be paid to Seller in consideration of entering into this Agreement.

C) Closing Costs.

Purchaser shall be responsible for the payment of (i) all costs associated with Purchaser's due diligence, (ii) the premium for the issuance to Purchaser of a standard ALTA Form B Owner's Policy of Title Insurance for the Property, (iii) the costs for preparation and update of the Survey(s), (iv) Purchaser's attorney's fees, (v) the recording fees on the Limited Warranty Deed (hereafter defined), and (vi) any escrow fee charged by the Escrow Agent.

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Seller shall be responsible to prepare the Limited Warranty Deed and all other documents necessary to perform Seller's agreements and obligations hereunder. In addition, Seller shall be responsible for payment of, (i) its own attorney's fees, (ii) any assessments due prior to Closing with respect to the Property, (iii) all real estate transfer taxes, if any (iv) the costs of recording any documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property.

10) Conveyance of Title.

A) Seller shall convey good and marketable fee simple title to the Property to Purchaser at Closing pursuant to one (1) joint or two (2) separate and recordable limited warranty deed(s) ("**Limited Warranty Deed**") duly executed, witnessed and authorized, free and clear of liens and encumbrances created by Seller and other Title Objections (as hereinafter defined) other than (i) Title Objections not cured by Seller and waived or deemed waived by Purchaser in writing, and (ii) any and all matters arising after the date hereof resulting from the acts or omissions of Purchaser ("**Permitted Exceptions**"). For purposes of this Paragraph, "good and marketable fee simple title" shall mean fee simple ownership which is marketable title as determined in accordance with the laws of the State of Georgia, as supplemented by the title standards of the State Bar of Georgia. The legal descriptions to be incorporated into each Limited Warranty Deed shall be based on Exhibit A to this Agreement. If the boundaries of the legal descriptions of the Property, as depicted on the Surveys, are not the same as the legal descriptions attached to this Agreement, Seller will, at Closing, execute and deliver to Purchaser a recordable Quitclaim Deed duly executed, witnessed and notarized containing a legal description of each parcel of the Properties prepared from the Surveys including the common boundaries.

B) Seller and Purchaser shall each deliver to the other at Closing such documents as may be reasonably required to evidence the authority of such Party for the execution and delivery of the documents to be delivered hereunder.

C) Seller and Purchaser shall execute and deliver to the other at Closing such additional documents as shall be reasonably required to consummate the transaction contemplated in this Agreement, including without limitation, a settlement statement and form 1099. In addition, Seller shall deliver such affidavits as may be reasonably required to insure good and marketable fee simple title to the Property as required herein, withholding certificates, and a brokerage affidavit.

D) Seller shall deliver to Purchaser at Closing an affidavit reasonably acceptable to Purchaser and Purchaser's Title Company stating that to the knowledge of the person making such affidavit (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property by Seller during the last one hundred (100) days immediately preceding Closing, or if there have been any such improvements or repairs, that all lienors or potential lienors in connection with such improvements or repairs have been or will be paid in full in the ordinary course of business; (ii) that Seller is not a "foreign person" as that term is defined in the I.R.C., Section 1445 (F) (3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to, Section 1445 thereof, or in the event any such withholdings are required, then Seller shall withhold such amounts from the Purchase Price as required by law; and (iii) Seller has not received notice of any pending or threatened legal proceedings threatened against Seller which could affect Seller's title to the Property or right or power of Seller to convey the Property to Purchaser in accordance with this Agreement.

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11) Casualty and Condemnation.

In the event, at any time between the making of this Agreement and Closing, all or any material portion of the Property is condemned or threatened to be condemned by any State or Federal legally constituted authority for any public use or purpose, then Purchaser may elect to either: (i) terminate this Agreement, receive a refund of the Deposits, less ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement; or (ii) consummate the purchase of the Property and collect all proceeds from any condemnation and have the terms of this Agreement remain in full force and effect and binding on the Parties hereto with no reduction in the Purchase Price.

In the event of a condemnation in which Purchaser does not elect to terminate this Agreement, then Seller shall at Closing pay any and all condemnation awards and compensation then received by Seller for the Property to Purchaser. In addition, Seller shall assign to Purchaser all rights and claims of Seller with respect to payment and compensation on account of such taking. In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

Seller shall notify Purchaser promptly upon Seller's receiving notice of the occurrence or existence of any condemnation or threat of condemnation affecting the Property and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (i) and (ii) above in this Paragraph. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have fifteen (15) days after Purchaser receives such information from Seller within which to elect between such alternatives, and, accordingly, the Closing Date shall be postponed, if and to the extent necessary, to allow Purchaser such fifteen (15) day period in which to make the election under this Paragraph. Notwithstanding anything contained in this Agreement to the contrary, Purchaser shall not have the right to terminate this Agreement as set forth herein in the event the Property or any portion thereof is threatened to be condemned for the purpose of recreation or public park use.

Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any substantial part thereof, suffers any damage prior to the Closing from fire or other casualty, which materially impacts the intended use of the Property by Purchaser, then Purchaser may, either at or prior to Closing, (i) terminate this Agreement, receive a refund of the Deposits, less ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), in which event neither Party shall have any further right or obligation hereunder, other than the obligations that expressly survive termination, or (ii) consummate the Closing, in which latter event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage shall be assigned to Purchaser at the Closing and Purchaser shall receive a credit against the Purchase Price in an amount equal to Seller's deductible under its insurance policy.

12) Assignment. Purchaser may not assign Purchaser's rights or obligations under this Agreement without the prior written consent of Seller; provided, however, Purchaser shall have the right, without obtaining Seller's consent, to assign Purchaser's rights and obligations under this Agreement to (i) any parent, subsidiary or other entity owned or controlled by or in common

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ownership with Purchaser; and (ii) any entity affiliated with Purchaser in which (a) Purchaser owns a majority interest or (b) Purchaser controls ("**Permitted Party**"); provided, however, Purchaser shall provide prior notice of such assignment to Seller in writing. Provided further that that no assignee of Purchaser may assign its rights and obligations under this Agreement to a third party without the prior written consent of the Seller, and any such assignment shall not release Purchaser of its obligations under this Agreement.

13) Survival of Closing. Except as provided in this Agreement, all warranties and representations made herein by either Seller or Purchaser shall survive Closing for a period of one (1) year.

14) Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser as of the date of this Agreement and as of the Closing Date that:

- a) Seller has complete and full authority to execute this Agreement and to convey to Purchaser title to the Property in accordance with this Agreement without the joinder or consent of any third party.
- b) Seller is the owner in fee simple of the Property; provided, however, that with respect to the Property, this representation, warranty and covenant shall only apply as of the Closing Date.
- c) Seller has not received any written notice of any possible future improvements that might create an assessment against any part of the Property.
- d) Seller has no actual knowledge of nor has Seller received any written notice of any pending or threatened taking or condemnation of the Property or any portion thereof.
- e) To the actual knowledge of Seller, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year). Seller shall notify Purchaser upon learning of any such assessments.
- f) There are no leases or occupancy agreements currently affecting any portion of the Property.
- g) Seller has not granted any right-of-first refusal or similar right with respect to the Property and, to the knowledge of Seller, no right-of-first refusal or similar agreement exists in connection with the Property.
- h) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it. To the actual knowledge of Seller, there is no action, suit, proceeding or investigation pending against Seller which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.
- i) Seller has no actual knowledge of, nor has Seller received any written notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, nor has any such

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organization, person, individual or governmental agency communicated to Seller in writing anything which Seller believes to be a threat of any such action, litigation or proceeding.

j) Seller has not received actual, written notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

k) Seller covenants and agrees with Purchaser that from and after the Date of the Agreement and through the Closing Date (if this Agreement is not sooner terminated), Seller will (a) refrain from transferring the Property (or any portion thereof) or creating or knowingly allow to be created on the Property any liens, judgment liens, easements, mortgages or other agreements (including, without limitation, leases or service agreements) which will survive Closing and affect or impact the Property; and (b) continue to operate, maintain and repair the Property in compliance with all applicable laws, rules, regulations, ordinances and covenants applicable thereto and in a manner consistent with Seller's current practices.

15) Environmental, Health And Safety Matters.

To its actual knowledge, Seller is not subject to any claim, obligation, liability, loss, damage or expense of whatever kind or nature, contingent or otherwise, incurred or imposed or based upon any provision of any Environmental Laws or arising out of any act or omission of Seller, or Seller's employees, agents or representatives or arising out of the ownership, use, control or operation by Seller of any facility, site, area or property from which any Hazardous Materials were released into the environment (the term "release" meaning any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, and the term "environment" meaning any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air);

Seller has received no notice that the Property (or any portion thereof) is in violation of Environmental Laws;

Seller has no actual knowledge that the Property contains any asbestos, PCBs, underground storage tanks, open or closed pits, dumps or other containers on or under any such assets; and,

Seller has not imported any Hazardous Materials (as defined in this Agreement) onto the Property.

16) Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally, sent via a nationally recognized overnight courier service, or on the third day after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address as the Parties may from time to time designate by notice in writing to the other Parties:

If to Purchaser:
City of Sandy Springs
Andrea Surratt, City Manager
1 Galambos Way
Sandy Springs, GA 30328

If to Seller:
William Kenneth Pittman, as
Administrator of Will of Thomas
W. Shulman, deceased
3101 Tower Creek Parkway,
Suite 550
Atlanta, GA 30339

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With a copy to:
Daniel W. Lee, Esq.
City Attorney
1 Galambos Way
Sandy Springs, GA 30328

If to Escrow Agent:
John W. Bell
The Law Office of John W. Bell P.C.
5 Concourse Parkway
Suite 3000
Atlanta, GA 30328

With a copy to:
Robert D. Wildstein, Esq.
Bodker, Ramsey, Andrews,
Winograd & Wildstein, PC 3490
Piedmont Road, Suite 1400
Atlanta, GA 30305

17) **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

18) **Surveys.** The Purchaser, at the Purchaser's sole cost and expense, shall obtain from a Georgia Registered Land Surveyor, one or more legal Survey(s) showing the Property to be conveyed under this Agreement. Promptly upon receipt of said Survey, the Purchaser shall cause the Seller to be provided with a copy thereof. The Survey shall indicate the total number of acres of the Property to the nearest hundredth of an acre and shall form the basis of the legal description to be used for the conveyance of the Property. In the event the Seller disagrees with a Survey, the Seller shall have the right, at the Seller's expense, to have a new survey of the Property or of the one disputed prepared. In the event the Purchaser does not accept the Seller's survey, the Purchaser's and the Seller's surveyors shall name a third surveyor to survey the Property or the one disputed, and the cost thereof shall be divided equally between the Seller and the Purchaser.

19) **Brokers.** Seller and Purchaser each warrant and represent to the other that no Brokers were involved in negotiating this transaction on behalf of the Parties. In the event, a real estate commission or compensation shall be payable by either Party or as the result of any conduct of either party, with respect to sale and purchase pursuant to this Agreement, Purchaser and Seller shall indemnify and save harmless the other Party against any loss, cost, or other expense, including reasonable attorney's fees, that may be incurred by reason of any breach of this representation by Purchaser or Seller.

20) **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

21) **Waiver.** Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement. Notwithstanding anything to the contrary contained herein, each of the parties hereby, and only to the extent allowable by law, expressly waives any and all claims against the other arising out of any acts or omissions of the other.

22) **Counterparts.** This Agreement may be executed in several counterparts, each of which is deemed an original, and all of such counterparts together shall constitute one and the same

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Agreement. Facsimile or .pdf signatures shall be deemed originals with the same enforceability as if they were originals.

23) Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

24) Severability. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25) Entire Agreement. Time is of the essence of this Agreement. This Agreement constitutes the sole and entire agreement of the Parties, supersedes all prior written or oral communications relating the subject matter hereof, and is binding upon Seller and Purchaser, their respective heirs, successors, legal representatives and assigns.

26) Exclusivity. During the term of this Agreement, Purchaser and Seller hereby acknowledge and agree that Seller shall not commence, undertake or continue any negotiations with any other party concerning the sale of the Property.

27) Ratification by City of Sandy Springs. The approval and enforceability of this Agreement shall be subject to the approval and ratification of this Agreement by the Mayor and City Council for the City of Sandy Springs, Georgia. Should the Mayor and City Council fail to approve this Agreement by 11:59 p.m. June 15, 2021, the Agreement shall become void and all Deposits shall be refunded to the Purchaser, less the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) which shall be paid to Seller in consideration for this Agreement. The delivery to Seller of a copy of this Agreement, and the City's Resolution thereto, executed on behalf of Purchaser shall serve as certification on behalf of Purchaser of the requisite approval and ratification of this Agreement by the Mayor and City Council for the City of Sandy Springs, Georgia has been received.

28) Estate of Thomas Warren Shulman. Notwithstanding anything contained in this Agreement to the contrary, nothing contained in this Agreement shall be construed as imposing individual liability on William Kenneth Pittman individually. For the avoidance of doubt, William Kenneth Pittman is acting solely in his capacity as the Administrator of the Estate of Thomas Warren Shulman, and not in any personal or professional capacity hereunder.

29) Date of Agreement. The "Effective Date" of this Agreement for all purposes shall be the Date of this Agreement as specified on the first page hereof. In the event that the expiration of any time period set forth in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the state in which the Property is located, such date shall be automatically extended to the next applicable business day.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates written below.

SELLER:

WILLIAM KENNETH PITTMAN, as Administrator with the Will Annexed of Thomas W. Shulman A/K/A Thomas Warren Shulman, deceased

By: 

WILLIAM KENNETH PITTMAN, as Administrator of the Estate of Thomas W. Shulman A/K/A Thomas Warren Shulman, deceased

Date: 10-09-2021

PURCHASER:

CITY OF SANDY SPRINGS, GEORGIA

By: _____

ANDREA SURRATT, City Manager

Date: _____

ESCROW AGENT:

By: _____

Printed: _____

Title: _____

Date: _____

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North Island Fy Rd.


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EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 365 of the 6th District of originally Gwinnett, now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING on the eastern side of North Island Ferry Road (a road having a width of twenty (20) feet) at a point six hundred and thirty (630) feet northwardly from the intersection of North Island Ferry Road with Island Ferry Road, said point of beginning being marked by an iron pin, and running thence northwardly along the eastern side of North Island Ferry Road one hundred and twenty-two and five-tenths (122.5) feet to an iron pin; thence northeasterly (north 59 degrees and 45 minutes east) a distance of six hundred and ninety-five (695) feet to an iron pin on the bank of the Chattahoochee River, which point as measured along the bank of the river, is three hundred (300) feet southerly or southeasterly from the north line of said Land Lot No. 365; thence southeasterly along the southwestern line of the bank of the Chattahoochee River one hundred and five (105) feet to an iron pin; thence southwesterly (south 59 degrees and 45 minutes west) a distance of seven hundred and eighty-five (785) feet to North Island Ferry Road at the point of beginning, said tract containing one and seven-tenths (1.7) acres of land, as per blue print of a survey of same made by Watts & Browning, Engineers, dated August, 1951.

AND ALL THAT TRACT OR PARCEL of land lying and being in the Sixth District of originally Gwinnett, then DeKalb, then Milton and now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the southwest side of the Chattahoochee River nine hundred seventy-nine (979) feet northwest of the intersection of the southeast line of the tract of land conveyed by W. M. Brownlee to John W. Turner, by deed recorded in Deed Book 2180, page 103, with the southwest side of the Chattahoochee River, said point being at the line of property conveyed by John W. Turner and Howard R. Peevy to I. E. Morris, by deed recorded in Deed Book 2439, Page 14; thence south 60 degrees West, along said property, one thousand thirty-nine (1039) feet to an iron pin on the east side of North Island Ferry Road; thence north along the east side of said road, three hundred sixty (360) feet to an iron pin; thence north 59 degrees 45 minutes east, seven hundred eighty-five (785) feet to an iron pin on the southwest side of the Chattahoochee River; thence southeast along the southwest side of said river, three hundred thirty-two (332) feet to the point of beginning, as per plat of the property of John W. Turner and Howard R. Peevy prepared by Watts and Browning, Engineers, dated May, 1951.

TOGETHER WITH that certain right of way for the purpose of ingrees and egress granted under that certain deed from John W. Turner and Howard R. Peevy, collectively, as grantor, to Ernest Shulman, as grantee, recorded in Deed Book 2849, Page 556, Fulton County, Georgia records.

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Exhibit "B"
Seller Deliverable Items

- The most recent title policy or title commitment on the property in the possession or control of Seller together with all related documents.
- The most recent ALTA survey and topographic study for the property and a copy of the construction blueprints, engineering plans and as-built drawings in the possession or control of Seller, if any. Note: There is an issue of whether a survey performed by Lowes Engineering with respect to the Property is accurate.
- Legal description of the Property.
- Zoning Compliance Certificate for the Property and all zoning approvals (including variances and any pending applications).
- Declaration of covenants, conditions, restrictions, reservations and easements for the Property.
- Seller's third-party engineering, environmental reports (including but not limited to Phase I and Phase II reports, NFR letters, mold abatement reports and underground storage tank testing and closure reports), appraisals, soil tests, boring reports, foundation reports (logs of pilings), termite or radon studies.
- A true, correct and complete copy of each written service contract (together with amendments thereto, if any) and a true, correct and complete written summary of each oral service contract, together with copies of any and all other contracts and agreements relating to the operation, maintenance and repair of the Property.
- A list of all personal property, if any, owned by Seller, located at the Property, and used or useful in connection with its operation and maintenance.
- A list of all permits, partial certificates of occupancy, certificates of occupancy, warranties, government notices, special assessments, code violations and unexpired guaranties and copies of same in Seller's possession or control.
- A schedule of pending litigation, if any, affecting the property or Seller's ability to convey the Property.

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STATE OF GEORGIA
COUNTY FULTON

**A RESOLUTION TO ACCEPT THE PURCHASE AND SALE AGREEMENT
FOR PROPERTY LOCATED AT NORTH ISLAND FERRY ROAD
(TAX PARCEL # 06-0365-LL0098, TAX PARCEL # 06-0365-LL0080)**

WHEREAS, the City of Sandy Springs (“City”) desires to acquire properties to provide river access in support of goals established by the Next Ten Comprehensive Plan and the Recreation and Parks Master Plan; and

WHEREAS, to provide additional river access, fee simple rights are required over, under, and through property located at North Island Ferry Road (Tax Parcel #06-0365-LL0098, Tax Parcel #06-0365-LL0080) (“Property”); and

WHEREAS, City Staff has negotiated a Purchase and Sale Agreement (“Agreement”) wherein the City may acquire the Property for the purchase price of \$1,250,000.00; and

WHEREAS, the Mayor and City Council have considered the Purchase and Sale Agreement and have decided the most efficient way to acquire the Property is by purchase under the terms and conditions of the Agreement.

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

1. The Mayor and City Council authorize the City Manager to accept the Purchase and Sale Agreement to acquire the fee simple rights over, under, and across the property located at North Island Ferry Road (Tax Parcel #06-0365-LL0098, Tax Parcel #06-0365-LL0080).
2. The City Manager is hereby authorized to execute any documents in the furtherance of this Resolution, subject to approval by Legal and Finance Departments.

RESOLVED this _____ day of June, 2021.

APPROVED:

RUSSELL K. PAUL, Mayor

Attest:

RAQUEL GONZALEZ, City Clerk
(seal)

STATE OF GEORGIA
COUNTY OF FULTON

**ORDINANCE TO AUTHORIZE AMENDING THE CITY OF SANDY SPRINGS FY 2021
BUDGET TO AUTHORIZE FUNDING FOR A NEW PROJECT**

WHEREAS, the City of Sandy Springs (“City”) has the need to purchase land;

WHEREAS, the project has not been previously funded;

WHEREAS, the parks impact fees are available for the purchase;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, that the FY 2021 budget is hereby amended as detailed on the attached Budget Amendment Schedule.

APPROVED AND ADOPTED this the 15th day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



Finance Department
Budget Amendment Schedule

Purpose: Land Acquisition Parks

Effective Date: 6/15/2021

Period: 12

Posting Date:

Fiscal Year: 2021

Description	Org	Object	Project	Increase	Decrease
Use of Fund Balance	22560	399999		1,250,000	
Transfer to Capital Projects	2259000	611351	PARKS	1,250,000	
Transfer from Impact Fees	35190	391225		1,250,000	
Professional Services	3511565	541100	P2101	1,250,000	
			Totals	5,000,000	-



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: April 28, 2021 Submission for the June 15, 2021 Meeting

ITEM: Request for Mayor and City Council to Approve a Resolution Authorizing the City Manager and the City Attorney to Negotiate a Change Order with Sprinturf, LLC for Additional Services to the Hammond Park Turf Field Project ("Project"); to Authorize the City Manager to Execute the Change Order; and to Authorize an Ordinance to Amend the FY 2021 Budget to Provide Additional Funding for the Project

Recommendation:

Staff recommends approval of the attached Resolution to authorize the City Manager and the City Attorney to negotiate a change order to an existing contract with Sprinturf, LLC ("Sprinturf") for additional services to complete the Hammond Park Turf Field project ("Project"), such change order not-to-exceed amount of \$250,000, to authorize the City Manager to execute the change order, and to approve an Ordinance to amend the FY2021 Budget to provide additional funding for the Project.

Background:

On January 5, 2021, Mayor and City Council approved a contract award to Sprinturf in the amount of \$386,440 to replace the synthetic turf field at Hammond Park. Prior to this award, staff conducted a preliminary assessment of the field's sub-base to gauge the viability of the base to adequately drain surface water falling on the field. Based on the information gathered from the selected sites excavated, an allowance for minor base replacement was written into the RFP and subsequent contract with Sprinturf. When all synthetic turf was removed and permeability tests performed, it became evident that the entire sub-base was severely compacted, not allowing the field to drain properly. Testing also revealed stone was at inconsistent depths over the field area.

Discussion:

Several options are being considered to correct this condition, including:

Option 1: A total replacement of the sub-base to a depth of 12" and collector pipe system. The anticipated cost for this option is approximately \$250,000.

Option 2: The installation of an overlay of a cushioned, non-permeable drainage pad membrane placed

between the turf backing and top of the sub-base. The anticipated cost for this option ranges from \$125,000 to \$175,000.

Under Option 2, the drainage pad system would collect the rainfall as it penetrates the turf infill material then moves the water laterally to collector drains at the edges of the field. The drainage pad product comes with a 25-year warranty and is used to correct similar conditions around the country. Staff is currently performing additional soil/base testing to confirm the viability of this system. If the drainage pad system is deemed unsuitable for the site, staff anticipates the need to completely replace the sub-base and collector pipe system as shown in Option 1. Once reports are received from testing labs, a final option can be selected, a firm price not to exceed \$250,000 can be negotiated with Sprinturf, and a change order can be executed.

Financial Impact:

The proposed budget amendment includes a transfer in the amount of \$250,000 to project P0007.

Alternatives:

The turf field cannot be replaced without needed drainage improvements. Council could choose not to approve the proposed not-to-exceed value, and delay the Project until the July 20, 2021 Mayor and City Council meeting when a firm option and associated cost are known.

Attachments:

1. Resolution
2. Budget Amendment Ordinance P0007
3. Budget Amendment P007

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO NEGOTIATE A CHANGE ORDER WITH SPRINTURF, LLC FOR ADDITIONAL SERVICES TO THE HAMMOND PARK TURF FIELD PROJECT (“PROJECT”); TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; AND TO AUTHORIZE AN ORDINANCE TO AMEND THE FY 2021 BUDGET TO PROVIDE ADDITIONAL FUNDING FOR THE PROJECT

WHEREAS, the City of Sandy Springs (“City”) has identified the need to replace the synthetic turf playing surface at the Hammond Park multi-purpose field (“Project”); and

WHEREAS, to advance the Project, the City utilized a competitively bid purchasing cooperative and selected the lowest qualified bidder, Sprinturf, LLC (“Sprinturf”); and

WHEREAS, the City entered into a contract with Sprinturf to perform the Project (“Contract”); and

WHEREAS, substantial drainage issues were identified when the original turf was removed; and

WHEREAS, staff is evaluating several options to correct drainage deficiencies, with associated costs up to \$250,000; and

WHEREAS, staff wants to ensure timely delivery of the Project; and

WHEREAS, monies are available in the Capital Improvement Account for transfer to fund the deficit for the Project; and

WHEREAS, the City desires to amend the Contract by authorizing the City Manager and the City Attorney to negotiate and execute a change order with Sprinturf when the best value option is determined to correct drainage deficiencies at the Project, in no event to exceed the amount of \$250,000; and

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

1. That the City Manager and the City Attorney are hereby authorized to negotiate and execute a change order with Sprinturf to correct drainage deficiencies at the Project in an amount not-to-exceed \$250,000, subject to approval of the City Attorney and City Finance Director.
2. That the City Manager is hereby authorized to execute the negotiated change order.
3. That \$250,000 be transferred from Capital Improvement Account P0009 to fund the existing Project deficit.
4. That the City Manager and appropriate City staff take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the ____ day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)

**STATE OF GEORGIA
COUNTY OF FULTON**

**ORDINANCE TO AUTHORIZE AMENDING THE CITY OF SANDY SPRINGS FY 2021
BUDGET TO AUTHORIZE A TRANSFER BETWEEN PROJECTS**

WHEREAS, the City of Sandy Springs (“City”) requires a change order to complete the Synthetic Turf Replacement at Hammond Park;

WHEREAS, the project costs have been paid from project P0007 in the capital project fund;

WHEREAS, additional work is needed to complete the project;

WHEREAS, the City will need to transfer \$250,000 from C9999 to P0007 to allow for sufficient funding for the change order;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, that the FY 2021 budget is hereby amended to reallocate budget funding from the C9999 to P0007 for \$250,000, as detailed on the attached Budget Amendment schedule.

APPROVED AND ADOPTED this the 15th day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



Finance Department
Budget Amendment Schedule

Purpose: Funding for Change Order for Turf Replacement at Hammond Park

Effective Date: 6/15/2021

Period: 12

Posting Date:

Fiscal Year: 2021

Description	Org	Object	Project	Increase	Decrease
Hammond Park Improvements	3516110	541200	P0007	250,000	
Capital Contingency	3519000	579000	C9999		250,000
			Totals	250,000	250,000



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Kristin Smith, Assistant City Manager

DATE: June 4, 2021 Submission for the June 15, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of a Budget Amendment to Amend the FY 2021 Budget to Conduct a City Springs City-Owned Property Analysis

Recommendation:

Staff recommends approval of the budget amendment to amend the FY 2021 Budget to conduct a City Springs city-owned property analysis.

Background:

At the May 18, 2021 City Council Meeting, Council approved a budget amendment to conduct an update to the 2012 City Center Master Plan. Since adoption of the 2012 City Center Master Plan, the City has acquired additional parcels within the district and needs a detailed plan for the property. The City Center Master Plan will address city-owned properties at a master plan level, but will not provide the level of detail desired.

Discussion:

To provide needed additional detail, economic analysis, and to solicit feedback from the development community, staff proposes a preliminary step to conduct an in-depth analysis of city-owned properties. The analysis will:

- Compile pertinent property data and evaluate each site's strengths and weaknesses from a development standpoint;
- Evaluate demographic, development, and employment trends shaping the market area;
- Analyze supply-demand conditions in the apartment, condominium, senior housing, office, hotel, and retail markets;
- Prepare case studies of development efforts in other suburban downtowns in metro Atlanta in order to determine how these lessons can be applied to the subject properties;
- Work with an architect to prepare conceptual site plans for each of the properties and to determine how to address the parking issues relative to these sites and the rest of the City Springs area;
- Interview a select group of developers and hotel/restaurant operators to solicit their opinions of

the properties and market;

- Conduct an analysis to evaluate location options for the Georgia Commission on the Holocaust Anne Frank Museum;
- Investigate what type of financial incentives may be required to promote hotel development and public parking;
- Compile land sales data in the market area to estimate the property values for different land uses;
- Assess metro Atlanta's current economic climate and near-term outlook;
- Evaluate the pros and cons of different types of development and compare the imputed land value under various development scenarios;
- Compile a prospect list of potential developers/business operators; and
- Draw conclusions about the highest and best use of each property, and provide recommendations as to the appropriate marketing strategy for the subject properties.

Financial Impact:

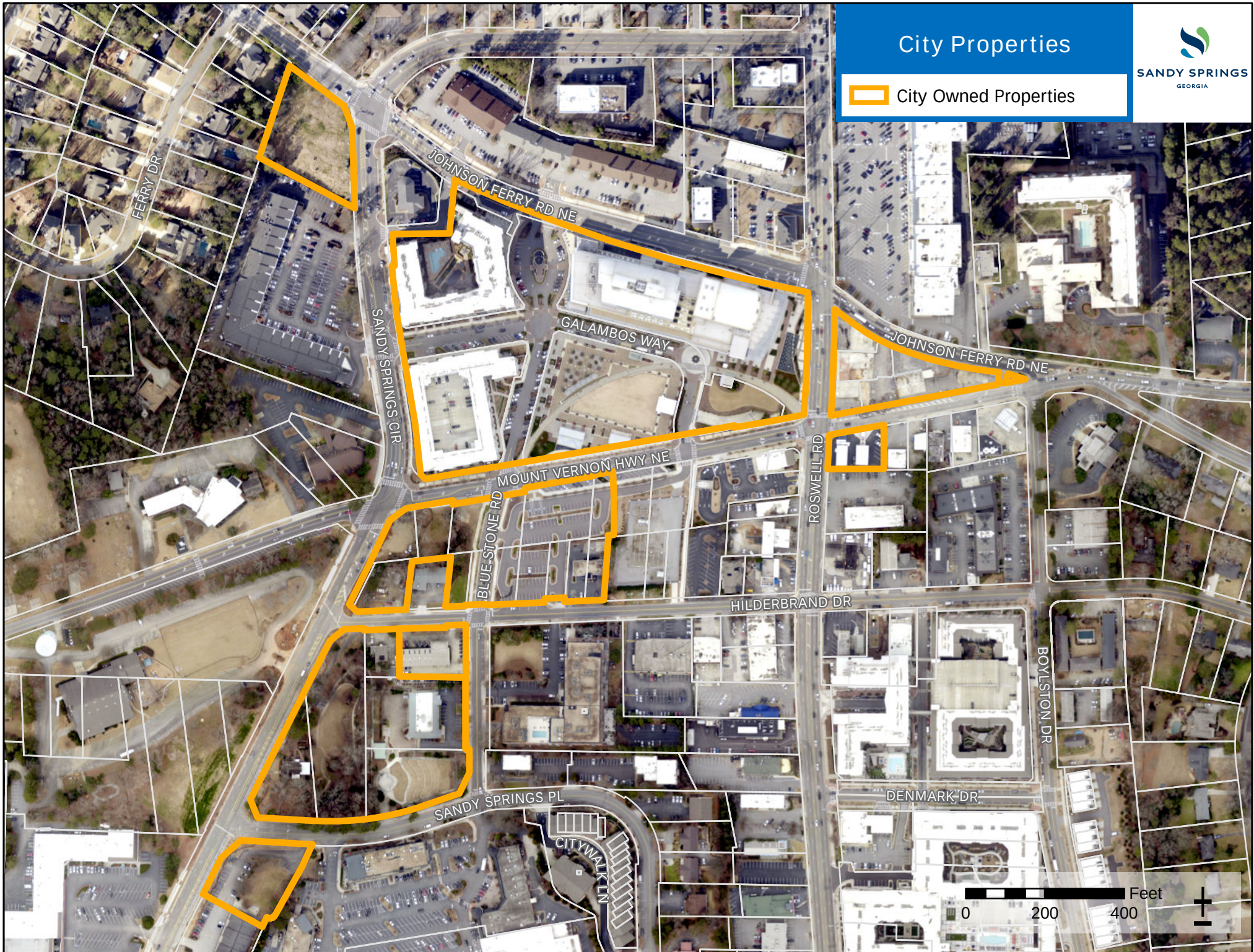
The proposed budget amendment will add an additional \$40,000 to the City Center Master Plan Capital Account to conduct an in-depth economic analysis of city-owned property.

Alternatives:

Council could choose not to conduct the in-depth analysis prior to the City Center Master Plan Update or provide additional guidance to staff.

Attachments:

1. City-Owned Property Map
2. Budget Amendment Ordinance Update City Center Master Plan Additional Funds
3. Budget Amendment Update City Center Master Plan Additional Funds



**STATE OF GEORGIA
COUNTY OF FULTON**

**ORDINANCE TO AUTHORIZE AMENDING THE CITY OF SANDY SPRINGS FY 2021
BUDGET TO AUTHORIZE ADDITIONAL FUNDING FOR A PROJECT**

WHEREAS, the City of Sandy Springs (“City”) has the need for a project to perform an update to the 2012 City Center Master Plan;

WHEREAS, additional funding is needed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, that the FY 2021 budget is hereby amended as detailed on the attached Budget Amendment Schedule.

APPROVED AND ADOPTED this the 15th day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



Finance Department
Budget Amendment Schedule

Purpose: _____ Funding for an Update to the City Center Master Plan _____

Effective Date: 6/15/2021

Period: 12

Posting Date: _____

Fiscal Year: 2021

Description	Org	Object	Project	Increase	Decrease
Property Taxes	10090	311100		40,000	
Transfer to Capital Projects	1009000	611351		40,000	
Transfer from General Fund	35190	391100		40,000	
Professional Services	3511565	521200	F2103	40,000	
			Totals	<u>160,000</u>	<u>-</u>



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: June 1, 2021 Submission for the June 15, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve a Contract Award with SD & C, Inc., to Construct 4721 Dudley Lane Sidewalk Repair Project, T6016-2, and to Authorize the City Manager to Execute the Contract

Recommendation:

Staff recommends contract award to SD & C, Inc., for construction of the 4721 Dudley Lane Sidewalk Repair Project (T6016-2) ("Project"), pending approval by the City of Sandy Springs ("City") legal and finance departments.

Background:

A sidewalk was installed from Powers Ferry Road to Chastain Park under a previous construction contract administered by the City. During the original construction, the property owner at 4721 Dudley Lane expressed concerns over the work, including how the slopes from the new sidewalk and driveway aprons would tie in to existing grades. The City began to explore alternative designs to address those concerns. There was also existing damage to the asphalt along the frontage that contributed to poor drainage in the finished condition. The asphalt along the frontage will be repaired by a separate contractor/contract after the new curb and gutter is installed.

The current Project is to replace the two existing driveway aprons, curb and gutter, and sidewalk and add retaining walls to address the elevation differences at 4271 Dudley Lane.

The Project will include the following scope:

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Retaining Walls

To advance the Project, on February 3, 2021, the City issued an Invitation to Bid ("ITB") seeking bids from qualified contractors to construct the Project. Bids from four (4) contractors were received on

February 24, 2021, including the following:

SD & C, Inc.	\$109,358.25
Construction 57, Inc.	\$115,212.00
CMES, LLC	\$130,626.50
Tople Construction	\$148,767.50

Discussion:

The engineer's construction cost estimate for the Project is \$85,510. Upon administrative review of the bids, staff recommends that award be made to the low bidder, SD & C, Inc., in the amount of \$109,358.25.

Financial Impact:

There are adequate funds available for this Project.

Alternatives:

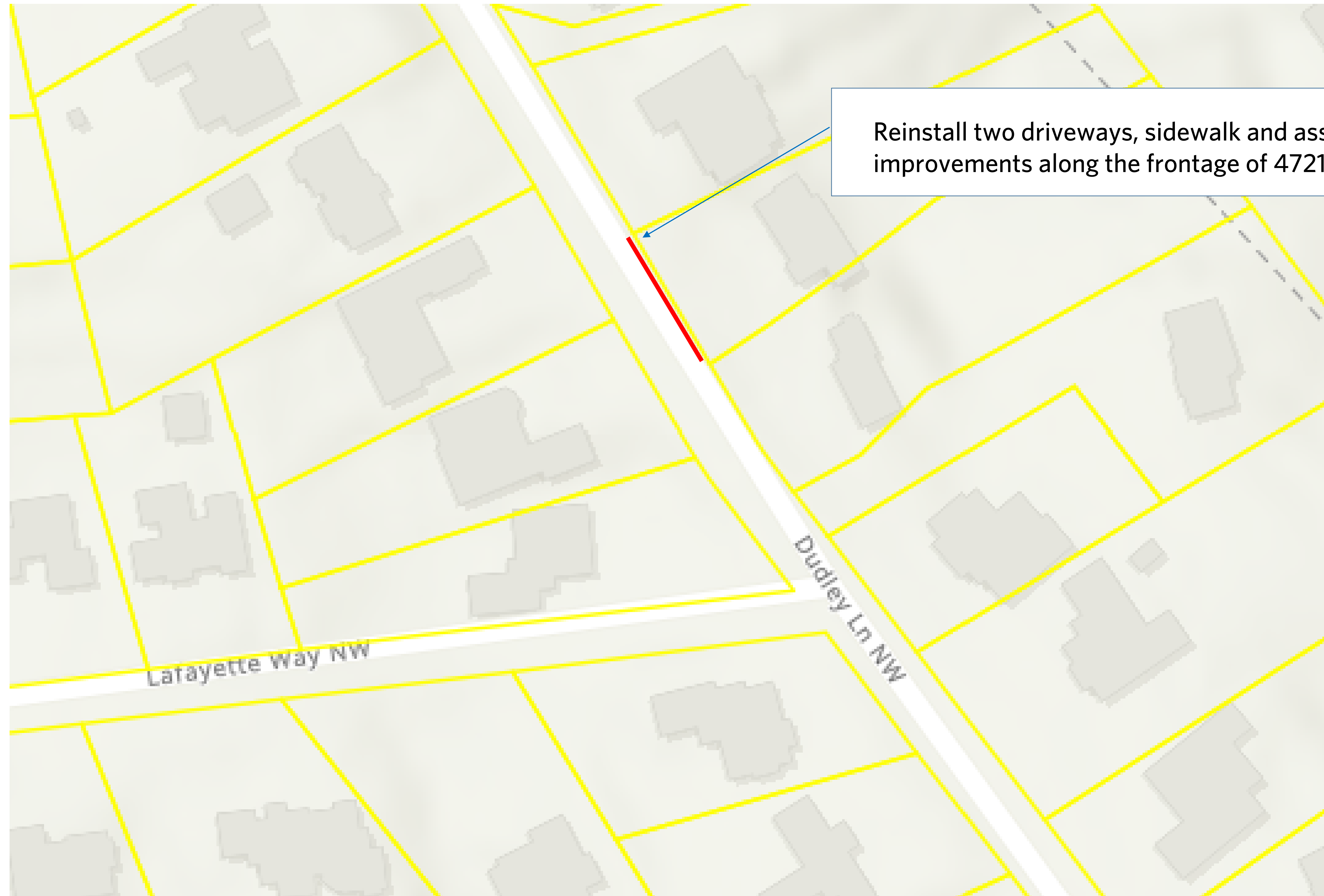
N/A

Attachments:

1. Vicinity Map
2. T6016-2 Resolution (Dudley Lane) (revised 052421)(clean)

T6016-2

4721 Dudley Lane Sidewalk Repair



Reinstall two driveways, sidewalk and associated improvements along the frontage of 4721 Dudley Lane.

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE CONTRACT AWARD TO SD & C, INC. TO
CONSTRUCT 4721 DUDLEY LANE SIDEWALK REPAIR PROJECT, T6016-2,
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, City staff has identified a need to repair asphalt along the frontage, replace the two existing driveway aprons, curb and gutter, sidewalk and add retaining walls to address the elevation differences at 4271 Dudley Lane (“Project”); and

WHEREAS, to further the Project, the City issued an Invitation to Bid (“ITB”) on February 3, 2021, seeking bids from qualified contractors to construct the Project; and

WHEREAS, on February 24, 2021, the City received bids from four (4) contractors in response to the ITB, including a bid from SD & C, Inc. in the amount of \$109,358.25, which was the low bid; and

WHEREAS, following administrative review of the bids and subsequent reference checks, staff recommends contract award in the amount of \$109,358.25 be made to SD & C, Inc. as the lowest, responsive and responsible bidder to perform the Project;

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

1. That contract award for the Project shall be made to SD & C, Inc.
2. That the City Manager and City Attorney are authorized to negotiate and execute a contract with SD & C, Inc. to perform the Project, in the amount of \$109,358.25, subject to approval of the City Attorney and the City Finance Director.
3. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED on this the _____ day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

GEORGIA

TO: Andrea Surratt, City Manager

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

DATE: June 15, 2021 for Submission onto the Agenda of the June 15, 2021 Mayor and City Council Meeting

ITEM: Resolution of the City Council of Sandy Springs, Georgia, Approving an Intergovernmental Agreement by and between Fulton County and all of the Cities Within It (Exception of City of Atlanta) for Use and Distribution of Proceeds Generated by the 2021 Transportation Special Purpose Local Option Sales Tax Referendum; Authorizing the Mayor of the City of Sandy Springs to Execute the Intergovernmental Agreement on Behalf of the City of Sandy Springs; Repealing Prior Resolutions in Conflict; and for Other Purposes

Background and Discussion:

During the 2015 legislative session, the Georgia General Assembly passed SB 369, amending, among other provisions, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, relating to the special district mass transportation sales and use tax. SB 369 was further amended in 2016 to create separate tax districts for the City of Atlanta (“COA”) and the other municipalities within Fulton County outside the COA, including the cities of Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs and Union City (collectively, “Cities”). In 2016, governmental officials representing the Cities, Fulton County, and MARTA formulated a Transportation Special Purpose Local Option Sales Tax (TSPLOST) program that was approved by referendum on November 8, 2016. Collections for the TSPLOST program began on April 1, 2017 and will conclude on March 31, 2022.

With collections for the first TSPLOST program ending in March 2022, governmental officials representing the Cities and Fulton County have been meeting publicly since early 2021 to formulate a new TSPLOST program to propose as a referendum for public voting on November 2, 2021. During this period, each jurisdiction has been preparing a list of proposed projects meeting the criteria’s outlined in SB 369 and per O.C.G.A. 48-8-260(5) and 48-8-121(b)(1).

Sandy Springs staff has prepared a list of proposed projects that meet the criteria of the TSPLOST program by utilizing the Transportation Master Plan adopted on April 4, 2021 (see attachment). These proposed projects were publicly vetted at City Council meetings, and public information meetings were held that allowed public feedback.

SB 369 authorizes the imposition of a maximum tax rate of 0.75% within Fulton County outside the COA. Jurisdiction lists are due to Fulton County in mid-June. These lists will be incorporated into the Intergovernmental Agreement (IGA) between Fulton County and the jurisdictions (see attachment). If the referendum is approved by the public and a City/County that adopts the IGA, it is anticipated that Fulton

County will approve and execute a resolution authorizing the TSPLOST to begin on April 1, 2022 and to conclude on March 31, 2027.

The generated revenue will be distributed based solely on jurisdictional population. Proceeds from the TSPLOST will be distributed directly to each jurisdiction by the Georgia Department of Revenue. Fulton County will be responsible for administrative functions of the TSPLOST, with support from Cities, including the Fulton Transportation Investment Citizens' Oversight Council. Any jurisdiction which fails to execute the IGA cannot legally receive funds from TSPLOST, since there is no way to assure compliance with provisions of state law as delineated in SB 369.

The 2021 timeline moving forward with getting the referendum out to public voting is as follows:

- June 15: Council adopt project list and IGA
- July 2: IGA discussed at formal Fulton County meeting
- August 2: Resolution signed by County and forwarded to Election Superintendent
- Aug. – Nov.: Voter information education
- November 2: Vote by citizens

Recommendation:

The City Manager and staff recommend Council's approval of the resolution to approve the IGA, to adopt the proposed TSPLOST project list for the City and to sign the IGA. The resolution authorizes the Mayor to execute the IGA on behalf of Sandy Springs and to take such actions as shall be necessary to effectuate the intent of the resolution. The City Manager and City Attorney will be authorized to make minor revisions to the IGA as necessary to accomplish the purpose of the resolution.

Alternatives:

The City could decide not to sign the IGA and not receive TSPLOST funding if the referendum is adopted.

Financial Impact:

The expected funds received from the TSPLOST over a 5-year period for Sandy Springs, utilizing the 2019 population as part of the formula distribution, is anticipated to be up to a maximum of \$114,680,000.

Attachment:

- I. Resolution
- II. Intergovernmental Agreement
- III. List of TSPLOST projects for Sandy Springs

**STATE OF GEORGIA
COUNTY OF FULTON**

RESOLUTION OF THE CITY COUNCIL OF SANDY SPRINGS, GEORGIA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN FULTON COUNTY AND ALL OF THE CITIES WITHIN IT (EXCEPTION OF CITY OF ATLANTA) FOR USE AND DISTRIBUTION OF PROCEEDS GENERATED BY THE 2021 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX REFERENDUM; AUTHORIZING THE MAYOR OF THE CITY OF SANDY SPRINGS TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY OF SANDY SPRINGS; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES

WHEREAS, during the 2015 legislative session, the Georgia General Assembly passed SB 369 amending, among other provisions, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (“O.C.G.A.”), relating to the special district mass transportation sales and use tax; and

WHEREAS, SB 369, as amended in 2016, creates separate tax districts for the City of Atlanta (“COA”) and other municipalities within Fulton County outside the COA, including the City of Alpharetta, the City of Chattahoochee Hills, the City of College Park, the City of East Point, the City of Fairburn, the City of Hapeville, the City of Johns Creek, the City of Milton, the City of Mountain Park, the City of Palmetto, the City of Roswell, the City of Sandy Springs (“Sandy Springs”), and the City of Union City (collectively, “Cities”); and

WHEREAS, SB 369 authorizes the imposition of a maximum tax rate of 0.75% within Fulton County outside the COA upon referendum; and

WHEREAS, the Cities anticipate that Fulton County will approve and execute a resolution authorizing the Fulton County Board of Registrations and Elections to call a referendum on the issue of the imposition of a 0.75% transportation special purpose local option sales tax (“TSPLOST” or “Tax”) to begin on April 1, 2022 and to conclude on March 31, 2027 as to the Cities; and

WHEREAS, assuming the maximum TSPLOST rate of 0.75% is leveraged for five (5) years, the area of Fulton County outside the COA will generate approximately \$545,000,000.00 from imposition to conclusion; and

WHEREAS, Sandy Springs will receive an 18.27% allocation of collected TSPLOST proceeds; and

WHEREAS, it is anticipated Sandy Springs will receive up to a maximum of \$114,680,000 during the five (5) year period during which the Tax will be imposed and collected; and

WHEREAS, Fulton County, Sandy Springs, and the other Cities desire to utilize the proceeds of the Tax for one or more of the purposes authorized under O.C.G.A. § 48-8260(5) and O.C.G.A. § 48-8-121 pursuant to the terms and conditions of an Intergovernmental Agreement (“IGA”) in the form attached hereto as Exhibit A; and

WHEREAS, City Council desires to use the proceeds it receives from the Tax for the transportation purposes identified in Exhibit B attached hereto, in accordance with the provisions of O.C.G.A. § 48-8-260 (5) and O.C.G.A. § 48-8-121;

NOW, THEREFORE, BE IT RESOLVED by Council of the City of Sandy Springs at its meeting on June 15, 2021, as follows:

1. The attached IGA addressing the distribution and use of TSPLOST proceeds and other related matters is hereby approved.
2. The Mayor is hereby authorized to execute the IGA on behalf of Sandy Springs and to take such actions as shall be necessary to effectuate the intent of this resolution.
3. The City Manager and City Attorney are hereby authorized to makes such revisions to the IGA as shall be necessary to accomplish the purpose of this resolution.
4. All resolutions, or parts of resolutions, in conflict herewith are repealed.

APPROVED AND ADOPTED on this the 15th day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

EXHIBIT B

TSPLOST II RECOMMENDED PROJECTS

STATE OF GEORGIA
COUNTY OF FULTON

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF
PROCEEDS GENERATED BY THE 2021 TRANSPORTATION SPECIAL
PURPOSE LOCAL OPTION SALES TAX REFERENDUM**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) is made and entered into this _____ day of July, 2021, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as “**Fulton County**” or “**County**”); the **CITY of ALPHARETTA**; the **CITY OF CHATTAHOOCHEE HILLS**; the **CITY OF COLLEGE PARK**, the **CITY OF EAST POINT**; the **CITY OF FAIRBURN**; the **CITY OF HAPEVILLE**; the **CITY OF JOHNS CREEK**; the **CITY OF MILTON**; the **CITY OF MOUNTAIN PARK**; the **CITY OF PALMETTO**; the **CITY OF ROSWELL**; the **CITY OF SANDY SPRINGS**; the **CITY OF SOUTH FULTON**; and the **CITY OF UNION CITY** (hereinafter collectively referred to as the “**Cities**”).

WITNESSETH

WHEREAS, the parties to this Agreement consist of Fulton County and all qualifying municipalities (hereinafter referred to as “**Cities**”) located outside the city limits of the City of Atlanta, and located wholly or partially within Fulton County, Georgia; and

WHEREAS, the parties anticipate that Fulton County will approve and sign a Resolution authorizing the Fulton County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 0.75 percent Metropolitan County Transportation Special Purpose Local Option Sales Tax (“**TSPLOST**” or “**Tax**”) to begin on April 1, 2022 and to conclude on March 31, 2027; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2018 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Fulton County and one or more Cities located within Fulton County, containing a combined total of not less than sixty percent of the aggregate population located within the County outside the City of Atlanta; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2022 through March 31, 2027 TSPLOST, the Special District shall be known as the boundaries of Fulton County outside the city limits of the City of Atlanta; and

WHEREAS, the fourteen Cities located wholly or partially within Fulton County

and outside the city limits of the City of Atlanta have certified they are qualified municipalities and are eligible to receive distributions of the 0.75 percent TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of Fulton County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Fulton County and its Cities; and

WHEREAS, the County and the Cities located within Fulton County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and all its Cities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Fulton County to impose a TSPLOST of 0.75 percent which shall commence on April 1, 2022 and continue to, through and including March 31, 2027.

2.

Pursuant to O.C.G.A. § 48-8-269.13, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2022 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. One-half of one percent (0.5%) of the tax proceeds (County oversight) shall be allocated to the County by the State to provide for any costs associated with the administration of the TSPLOST Program. Such cost shall include the support, maintenance and operation of the Fulton Transportation Investment Citizen's Oversight Council, the annual audit and the overall program administration, at a minimum. The remaining ninety-eight and one-half percent (98.5%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2022 and ending March 31, 2027, shall be distributed by the State of Georgia to the County and all qualified Cities outside of the city limits of the City of Atlanta, and shall be allocated to each jurisdiction based on the percentages shown in the table below in Paragraph 3.

3.

DISTRIBUTION PERCENTAGES

City of Alpharetta	11.22%
City of Chattahoochee Hills	0.55%
City of College Park	2.53%
City of East Point	5.82%
City of Fairburn	2.80%
City of Hapeville	1.09%
City of Johns Creek	14.11%
City of Milton	6.61%
City of Mountain Park	0.09%
City of Palmetto	0.81%
City of Roswell	15.81%
City of Sandy Springs	18.27%
City of South Fulton	16.55%
City of Union City	3.74%

Total	100.00%
--------------	----------------

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Five Hundred Forty-five Million Nine Hundred Fifty-Four Thousand Seven Hundred Twenty and 00/100 Dollars (\$545,954,720.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the Cities shall amount to one hundred percent (100%) of the net proceeds distributed by the State.

(C) The percentage of total net proceeds calculated for each City based on the above distribution shall be adjusted proportionally, if necessary, to ensure that the Cities

on an aggregate basis receive the full one hundred (100%) of net proceeds distributed by the State, as agreed to by the parties.

(D) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(F) Should any jurisdiction choose not to be a party to this Agreement, said jurisdiction's allocation of the net proceeds shall be 0%. If a City chooses not to be party to this agreement, the DISTRIBUTION PERCENTAGES provided under Paragraph #3 shall be adjusted to reflect new percentages based on that city's population being removed from the calculation.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(4) and § 48-8-121.

5.

The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto, incorporated herein by this reference, and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

6.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 2, 2021 Referendum shall continue for a period of five years from April 1, 2022 until March 31, 2027, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-269.10.

7.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The

parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

9.

Any net proceeds over and above the amount estimated in Section 3(A) of this agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2022 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 2, 2021 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. Fulton County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by the County as described under paragraph 2 of this document.

12.

Pursuant to O.C.G.A. § 48-8-269.21, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

- A. Original estimated cost;
- B. Current estimated cost if it is not the original estimated cost;
- C. Amounts expended in prior years;
- D. Amounts expended in the current year;
- E. Any excess proceeds which have not been expended for a project or purpose;
- F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
- G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

In addition to the above, the County shall include in such publication an accounting of expenditures of the County oversight funds. The use of these funds by the County will be made with input from the cities.

13.

Fulton County and the Cities will create a Fulton Transportation Investment Citizen's Oversight Council ("Oversight Council") within ninety (90) days of the November 2, 2021 referendum. The Oversight Council will oversee the progress and implementation of the program and shall furnish annual reports to the Board of Commissioners and each Mayor and City Council of the Cities within the County outside the City of Atlanta. The report shall also be published periodically. The Oversight Council shall consist of 15 total members with one appointee for each City and one member appointed by the Fulton County Board of Commissioners. The Annual Report shall include a complete list of projects and the progress of the projects. The Oversight Council shall meet at least twice per year. Any administrative costs associated with the Oversight Council shall be paid from the one-half of one percent as described in paragraph #2 above. Fulton County shall provide staff support to the Oversight Council.

14.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

16.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

17.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

18.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

19.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

20.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- a. If to the City of Alpharetta:
Mayor Jim Gilvin
City of Alpharetta
2 Park Place
Alpharetta, GA 30009
- b. If to the City of Chattahoochee Hills:
Mayor Tom Reed
City of Chattahoochee Hills
6505 Rico Rd
Chattahoochee Hills, GA 30268
- c. If to the City of College Park:
Mayor Bianca Motley Broom
City of College Park
3667 Main St.
College Park, GA 30337
- d. If to the City of East Point:
Mayor Deana Holiday Ingraham
City of East Point
2777 East Point St.
East Point, GA 30344
- e. If to the City of Fairburn:
Mayor Elizabeth Carr-Hurst
City of Fairburn
56 Malone St.
Fairburn, GA 30213
- f. If to the City of Hapeville:
Mayor Alan Hallman
City of Hapeville
3468 N. Fulton Ave.
Hapeville, GA 30354
- g. If to the City of Johns Creek:
Mayor Mike Bodker
11360 Lakefield Drive
Johns Creek, GA 30097

- h. If to the City of Milton:
Mayor Joe Lockwood
City of Milton
13000 Deerfield Parkway, Suite 107
Milton, GA 30004
- i. If to the City of Mountain Park:
Mayor Jim Still
City of Mountain Park
118 Lakeshore Dr.
Roswell, GA 30075
- j. If to the City of Palmetto:
Mayor J. Clark Boddie
City of Palmetto
P.O Box 190
509 Toombs St.
Palmetto, GA 30268
- k. If to the City of Roswell:
Mayor Lori Henry
City of Roswell
38 Hill Street, Suite 115
Roswell, GA 30075
- l. If to the City of Sandy Springs:
Mayor Rusty Paul
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
- m. If to the City of South Fulton:
Mayor William "Bill" Edwards
City of South Fulton
5440 Fulton Industrial Blvd.
South Fulton, GA 30336
- n. If to the City of Union City:
Mayor Vince Williams
City of Union City
5047 Union St.
Union City, GA 30329

- o. If to Fulton County:
Chairman, Robert Pitts
Fulton County
141 Pryor St., 10th Floor
Atlanta, GA 30303

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

21.

This Agreement shall become effective on _____, 2021. If the November 2, 2021 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Fulton County, this Agreement shall expire and shall be of no force and effect after November 2, 2021.

22.

Notwithstanding the parameters of paragraph 21, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2022 TSPLOST Program.

23.

This Agreement shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by Fulton County on the date indicated herein.

[SIGNATURES CONTINUE OF FOLLOWING PAGES]

APPROVED AS TO FORM

FULTON COUNTY, GEORGIA:

County Attorney

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

(ADDITIONAL SIGNATURE PAGES FOLLOW)
(Executed in Counterparts for each City)

APPROVED AS TO FORM

CITY OF ALPHARETTA, GEORGIA:

City Attorney

By: _____
Mayor David Jim Gilvin

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF CHATTAHOOCHEE HILLS,
GEORGIA:

City Attorney

By: _____
Mayor Tom Reed

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF COLLEGE PARK, GEORGIA:

City Attorney

By: _____
Mayor Bianca Motley Broom

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF EAST POINT, GEORGIA:

City Attorney

By: _____
Mayor Deana Holiday Ingraham

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF FAIRBURN, GEORGIA:

City Attorney

By: _____
Mayor Elizabeth Carr-Hurst

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF HAPEVILLE, GEORGIA:

City Attorney

By: _____
Mayor Alan Hallman

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF JOHNS CREEK, GEORGIA:

City Attorney

By: _____
Mayor Mike Bodker

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF MILTON, GEORGIA:

City Attorney

By: _____
Mayor Joe Lockwood

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF MOUNTAIN PARK,
GEORGIA:

City Attorney

By: _____
Mayor Jim Still

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF PALMETTO, GEORGIA:

City Attorney

By: _____
Mayor J. Clark Boddie

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF ROSWELL, GEORGIA:

City Attorney

By: _____
Mayor Lori Henry

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF SANDY SPRINGS, GEORGIA:

City Attorney

By: _____
Mayor Rusty Paul

ATTEST:

City Clerk

P:\CAProjects\BOC\2021 TSPLOST\6.3.21 Draft 2021 TSPLOST IGA with
Cities.clean.docx

DRAFT

APPROVED AS TO FORM

CITY OF SOUTH FULTON, GEORGIA:

City Attorney

By: _____
Mayor William Edwards

ATTEST:

City Clerk

DRAFT

APPROVED AS TO FORM

CITY OF UNION CITY, GEORGIA:

City Attorney

By: _____
Mayor Vince Williams

ATTEST:

City Clerk

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DRAFT

TSPLOST II Recommended Projects

Project Name/Title	TSPLOST Budget
<u>TIER ONE</u>	
Bridge Program	\$6,160,000
Intelligent Transportation System Program	\$2,365,000
Sidewalk Program	\$12,100,000
Johnson Ferry Rd at Peachtree Dunwoody Improvements	\$3,300,000
Hammond Drive Widening	\$38,500,000
Roswell Road North Boulevard Project	\$9,680,000
SR 400 Multi-Use Trail	\$4,400,000
Glenridge Dr., Hammond to south of Wellington Trace	\$2,750,000
Boylston Drive Sidepath & Realignment	\$2,980,000
Lake Forrest Sidewalk	\$1,500,000
Tier 2 Sidepath / Walk Design	\$1,025,000
	\$84,760,000
<u>TIER TWO</u>	
Roberts Drive Sidepath, Roswell Rd to Dunwoody Pl	\$10,950,000
Johnson Ferry Rd. Sidepath, Glenridge Dr. to Peachtree Dunwoody Rd	\$4,010,000
	\$14,960,000
<u>TIER THREE</u>	
Powers Ferry Sidepath, City Limits to Dupree	\$4,960,000
Roadway Maintenance and Paving	\$10,000,000
	\$14,960,000
TOTAL ALL TIERS	\$114,680,000

TSPLOST II June 1, 2021 Project List (for reference)

Project Name/Title	TSPLOST Budget
<u>TIER ONE</u>	
Bridge Program	\$6,160,000
Intelligent Transportation System Program	\$2,365,000
Sidewalk Program	\$12,100,000
Johnson Ferry Rd at Peachtree Dunwoody Improvements	\$3,300,000
Hammond Drive Widening	\$38,500,000
Roswell Road North Boulevard Project	\$9,680,000
SR 400 Multi-Use Trail	\$4,400,000
Glenridge Dr., Hammond to south of Wellington Trace	\$2,750,000
Boylston Drive Sidepath & Realignment	\$2,980,000
Tier 2 Sidepath / Walk Design	\$2,525,000
	\$84,760,000
<u>TIER TWO</u>	
Roberts Drive Sidepath, Roswell Rd to Dunwoody Pl	\$10,950,000
Johnson Ferry Rd. Sidepath, Glenridge Dr. to Peachtree Dunwoody Rd	\$3,510,000
Lake Forrest Sidewalk	\$500,000
	\$14,960,000
<u>TIER THREE</u>	
Powers Ferry Sidepath, City Limits to Dupree	\$4,960,000
Roadway Maintenance and Paving	\$10,000,000
	\$14,960,000
TOTAL ALL TIERS	\$114,680,000



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: March 5, 2021 Submission for the June 15, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Remediation Agreement and Temporary Easement on Property Located in Land Lot 119 of the 17th District, City of Sandy Springs, Fulton County, Georgia, Parcel No. 17011900010399

Recommendation:

Staff recommends that the Mayor and City Council accept a Remediation Agreement and the Temporary Driveway Easement on that tract or parcel of land lying and located in Land Lot 119 of the 17th District, Fulton County, Georgia. The subject property owner is Kristin R. Stockton and located at 4721 Dudley Lane, Sandy Springs, Georgia.

Background:

See Discussion

Discussion:

The Remediation Agreement and the Temporary Driveway Easement (TDWE) on this property is necessary in order to construct and complete the Dudley Lane Sidewalk Project. The property owner has agreed to the Remediation Agreement and a Temporary Driveway Easement for the necessary land interests required to construct and complete the project.

Staff was able to negotiate a reasonable compensation amount of \$16,621.00 for the Cost to Cure of the impacted landscaping due to construction of the project. Ms. Stockton obtained multiple landscape quotes and the attached "Compilation of Costs to Restore Damages" summarizes what the property owner and the City have agreed to regarding the costs the property owner is expected to incur.

Financial Impact:

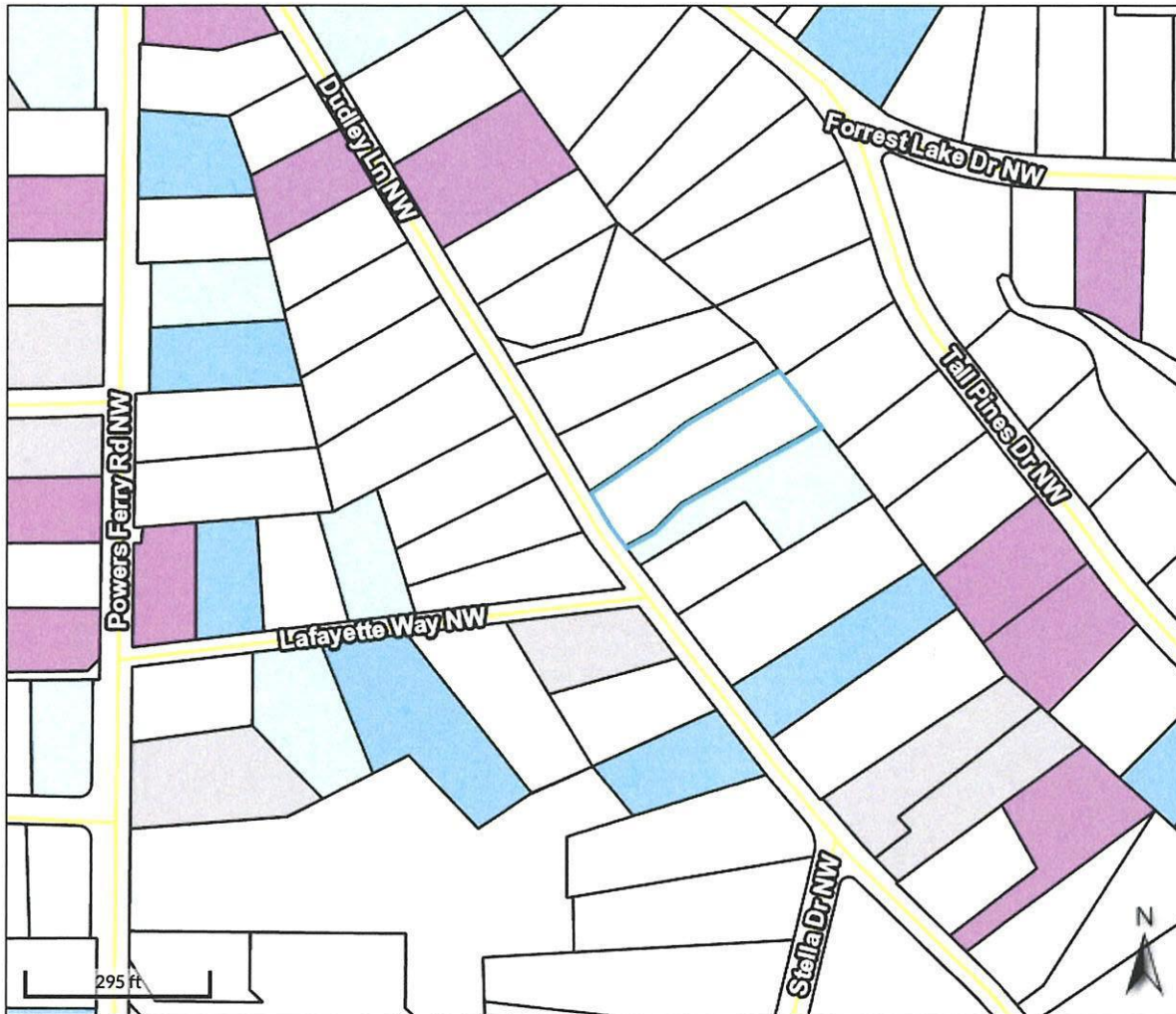
As stated, Ms. Stockton obtained multiple landscape quotes from reputable landscape architects/firms. Staff concurs the compensation amount is reasonable and recommends payment to her for these costs to complete the project.

Alternatives:

N/A

Attachments:

1. Aerial and GIS Maps
2. Executed Temporary Easement Agreement
3. Executed Remediation Agreement
4. Landscape Estimates
5. Resolution



Overview



Legend

- ☐ Parcels
- Yearly Sales
 - 2014
 - 2015
 - 2016
 - 2017
- Roads

Parcel ID 17 011900010399
 Class Code R3
 Taxing District 59
 Acres 0.812

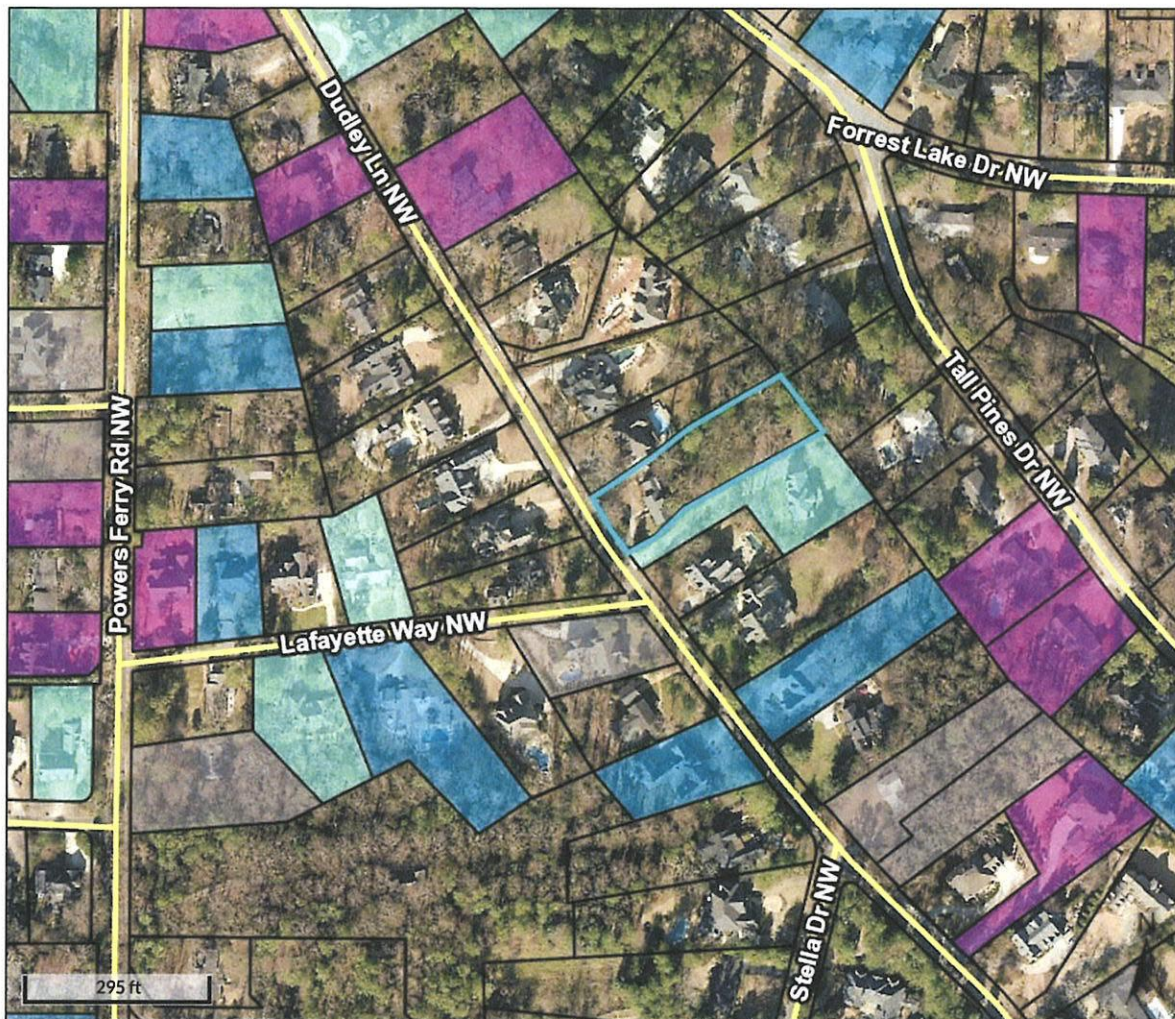
Physical Address 4721 DUDLEY LN
 Owner STOCKTON KRISTIN R
 4721 DUDLEY LN NW
 SANDY SPRINGS GA 30327
 Assessed Value \$480,000

Last 2 Sales			
Date	Price	Reason	Qual
1/16/2009	0	Sale < = 1000	U
n/a	0	n/a	n/a

Date created: 6/7/2018
 Last Data Uploaded: 6/6/2018 8:49:08 PM

Developed by





Overview



Legend

-  Parcels
- Yearly Sales
 -  2014
 -  2015
 -  2016
 -  2017
-  Roads

Parcel ID 17 011900010399
 Class Code R3
 Taxing District 59
 Acres 0.812

Physical Address 4721 DUDLEY LN
 Owner STOCKTON KRISTIN R
 4721 DUDLEY LN NW
 SANDY SPRINGS GA 30327
 Assessed Value \$480,000

Last 2 Sales

Date	Price	Reason	Qual
1/16/2009	0	Sale <= 1000	U
n/a	0	n/a	n/a

Date created: 6/7/2018
 Last Data Uploaded: 6/6/2018 8:49:08 PM

Developed by



Please return to:
City Clerk
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
770-730-5600

TEMPORARY EASEMENT
(4721 Dudley Lane)

STATE OF GEORGIA
COUNTY OF FULTON

THIS TEMPORARY EASEMENT is made and entered into this 28 day of May, 2021, between KRISTIN R. STOCKTON as GRANTOR, and CITY OF SANDY SPRINGS, GEORGIA (a Georgia Municipal Corporation), as GRANTEE.

WITNESSETH:

WHEREAS, GRANTOR is the owner of that certain tract or parcel of land lying and being in Land Lot 119 of 17th District of Fulton County, Georgia, having a street address of 4721 Dudley Lane, Parcel No: 17-0089-0011-057-5 in the City of Sandy Springs; and,

WHEREAS, The City of Sandy Springs is coordinating with the GRANTOR for the improvement of certain sidewalks along Dudley Lane, known as the Dudley Lane Sidewalk Project (the "Project"); and,

WHEREAS, the Project as proposed includes certain portions of GRANTOR'S Property and the City of Sandy Springs desires that GRANTOR grant to the GRANTEE a temporary easement subject to the terms and provisions of the Remediation Agreement entered into on 28th of May, 2021 between GRANTOR and GRANTEE,

NOW, THEREFORE, for and in consideration of the sum of one dollar and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, GRANTOR and GRANTEE hereby agree as follows:

- 1) GRANTOR hereby grants and conveys to GRANTEE the right and privilege of a Temporary Easement (the "Temporary Easement") across that portion of GRANTOR'S Property more particularly described on Exhibit "A" which is attached hereto and made part hereof by reference.
- 2) The Temporary Easement granted herein shall commence upon use of this Easement for construction of the Project, and it shall terminate two years from commencement or upon the completion and final acceptance of the Project, whichever date shall first occur.
- 3) GRANTOR reserves for itself, its successors, assigns and invitees the right at all times to access the remainder of GRANTOR'S Property by way of ingress and egress on the designated driveway as shown on Exhibit "A" over and across the Temporary Easement.

4) During the construction of the Project, GRANTOR and GRANTEE shall work cooperatively in good faith and with commercial reasonableness regarding the completion of such construction with the minimum necessary interference with or disruption of GRANTOR'S continued use and enjoyment of the driveway and the remainder of GRANTORS' Property.

IN WITNESS WHEREOF GRANTOR and GRANTEE have hereunto set their hands and seals as of the day and year above written.

GRANTOR:

By: Kristin R. Stockton
Name: Kristin R. Stockton

Sworn to and subscribed before me and in my presence on this the 28 day of May, 2021.

Jane Atkinson
Notary Public Jane Atkinson
My commission expires: March 8 2022
(notary seal)

Charles R. Beaudrot
Unofficial Witness
Name: Charles R. Beaudrot



EXHIBIT 'A'

DAVID & SHERI
N/F
RADASZEWSKI
TAX ID 17011900010373
4731 DUDLEY LN
LOT SIZE: +/- 0.59 ACRES
DRIVEWAY EASEMENT AREA: 101 SQ. FT.

KRISTIN STOCKTON
N/F
TAX ID 17011900010399
4721 DUDLEY LN
LOT SIZE: +/- 0.81 ACRES
DRIVEWAY EASEMENT AREA: 730 SQ. FT.

CHARLES & PAIGE
N/F
HONEYCUTT
TAX ID 17011900010381

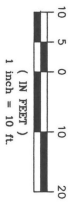
GORKY & MICHELLE
N/F
UROQUETA
TAX ID 17011900010332
4711 DUDLEY LN

ST	PROJECT NUMBER	SHEET TOTAL
GA	100051166	17

CURVE #1
PI STATION: 129+89.1214
X = 2227981.9428 Y = 4142986.4447
DELTA = 57° 57' 18" 7" RT.
TANGENT = 119.9013
DEGREE = 2° 29' 8" 2"
RADIUS = 2305.088
LENGTH = 239.6866
CHORD = 239.4788

ATKINS
1600 RIVERVIEW PARKWAY, NW
ATLANTA, GEORGIA 30388
770-933-0280

SANDY SPRINGS
GEORGIA



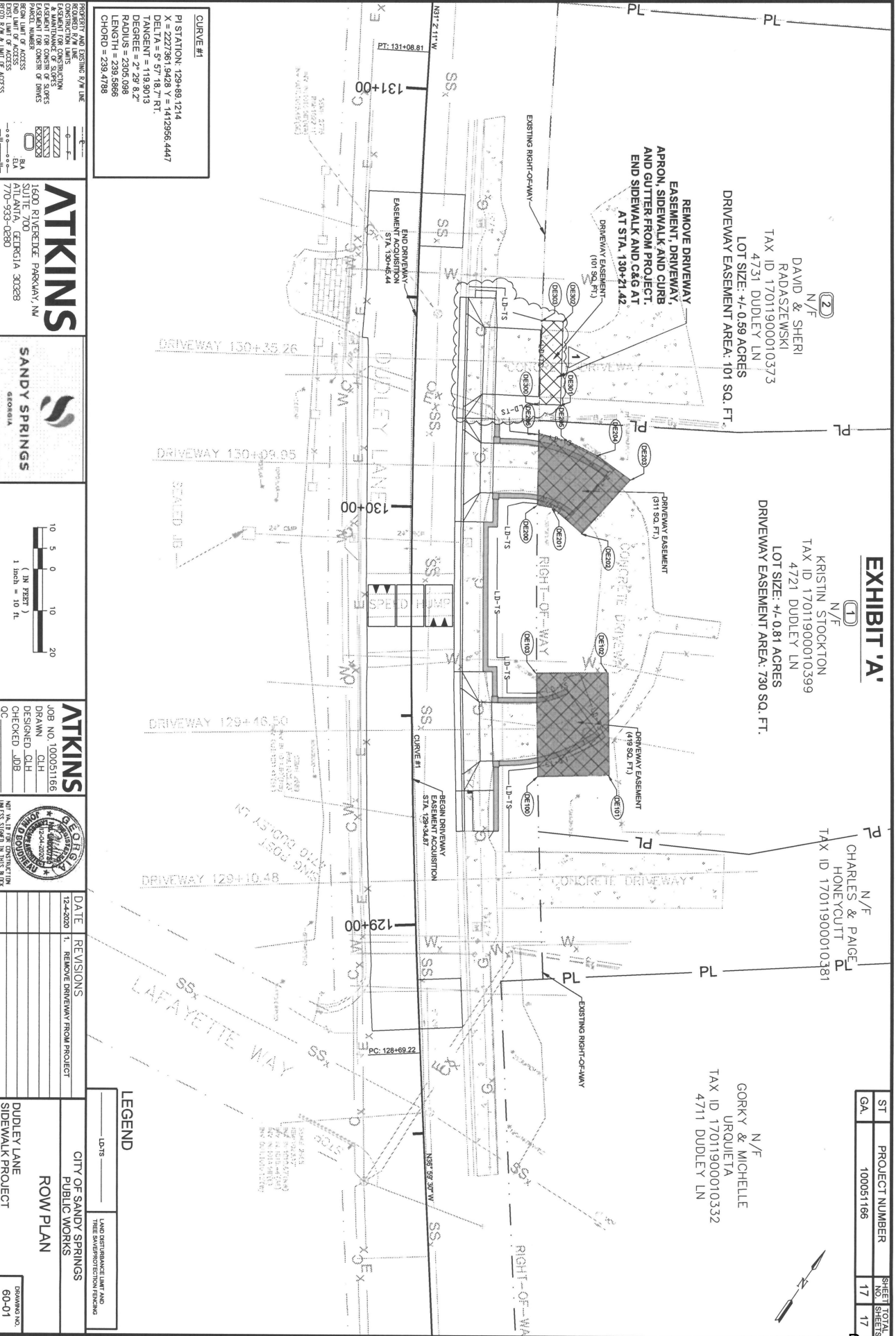
ATKINS
JOB NO. 100051166
DRAWN: CLH
DESIGNED: CLH
CHECKED: JDB
DATE: 12-4-2020



DATE	REVISIONS
12-4-2020	1. REMOVE DRIVEWAY FROM PROJECT

CITY OF SANDY SPRINGS
PUBLIC WORKS
ROW PLAN
DUDLEY LANE
SIDEWALK PROJECT
DRAWING NO. 60-01

LEGEND
LDTS ——— LAND DISTRICT LINE AND TREE DEMONSTRATION PERMITS



SETTLEMENT AND REMEDIATION AGREEMENT WITH RESPECT TO 4721 DUDLEY LANE, SANDY SPRINGS, GEORGIA

This Settlement and Remediation Agreement with Respect to 4721 Dudley Lane, Sandy Springs, Georgia ("Settlement Agreement") is made and entered into as of this 28 day of May, 2021 (the "Effective Date") by and between the City of Sandy Springs, Georgia (the "City"), and Kristin Ryan Stockton ("Stockton"), an individual residing in the City at 4721, Dudley Lane, Sandy Springs, Georgia, 30318. The City and Stockton are sometimes collectively referred to in this Settlement Agreement as the "Parties."

Factual Background

Stockton is the owner of real property located as 4721 Dudley Lane, Sandy Springs, Georgia (the "Property"). The Parties have certain pending disputes pertaining to the Property. Specifically, the Parties have disputes (the "Disputes") arising from actions taken by Sandy Springs and its authorized agents, representatives and contractors in connection with the installation of a sidewalk and the construction of driveway access drives on or in the right-of-way appurtenant to the Property (the "Construction"). The Parties have reached a resolution of their Disputes and wish to document their agreements with respect to the resolution of those Disputes in this Settlement Agreement. This resolution is based upon and includes the City agreeing to undertake construction on and appurtenant to the Property in accordance with plans attached hereto as Exhibit "A" and annexed hereto as Annex "1" (the "Approved Plans") as provided in this Settlement Agreement.

The construction and work to be performed pursuant to the Approved Plans is referred to in this Settlement Agreement as the "Remediation Project." Mr. Wesley Waters has been designated by the City as its authorized representative (the "City Representative") for purposes of implementation of this Settlement Agreement and completion of the Remediation Project pursuant to the Approved Plans. However, this agreement does not vest the City Representative with any authority to bind the City beyond that which he may already possess.

FOR AND IN CONSIDERATION of the foregoing, and the mutual promises, covenants, agreements, mutual releases and undertakings contained in this Settlement Agreement, the Parties hereby agree to settle and resolve the Disputes on the following terms:

1. Mutual Releases.

a. By Stockton. Stockton for herself and her predecessors, successors, executors, administrators, heirs, legatees, devisees, transferees, and assigns (collectively, the "Stockton Releasors"), hereby releases and forever discharges the City of Sandy Springs, and its affiliates, predecessors-in-interest, parents, subsidiaries, heirs, administrators, representatives, employees, family members, attorneys, successors, assigns and agents (collectively, the "City Released Parties") from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature, known or unknown, which arise out of, relate to, were asserted in, could have been asserted in, or otherwise concern, any damages arising from the installation of the T6016-2 Dudley Lane Sidewalk

Project (City Limits to Stella), in Sandy Springs, State of Georgia, from the beginning of time until the date hereof.

b. By City. The City, for itself and its predecessors, successors, executors, administrators, heirs, legatees, devisees, transferees, and assigns (collectively, the “City Releasers”), hereby releases and forever discharges Stockton, and her affiliates, predecessors-in-interest, parents, subsidiaries, heirs, administrators, representatives, employees, family members, attorneys, successors, assigns and agents (collectively, the “Stockton Released Parties”) from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature, known or unknown, which arise out of, relate to, were asserted in, could have been asserted in, or otherwise concern, any damages arising from the installation of the T6016-2 Dudley Lane Sidewalk Project (City Limits to Stella), in Sandy Springs, State of Georgia, from the beginning of time until the date hereof.

2. Implementation of the Remediation Project.

a. In General. The City shall, at its sole cost and expense, use its reasonable best efforts to commence and complete the Remediation Project in accordance with the Approved Plans in a timely manner and in conformity with the Approved Plans with only such non-material modifications as are reasonably necessary to address unforeseen issues arising in the construction and implementation of the Remediation Project.

b. Modifications. If the City determines in the exercise of its reasonable good faith discretion that one or more material modifications to the Approved Plans are required by applicable law or are necessary in order to complete the Remediation Project, the City shall document each such proposed modification (each a “Material Modification”) in a proposed written change order (“Change Order”), notify Stockton of the proposed Material Modification and provide a copy of the Change Order with respect to such Material Modification sufficiently in advance of executing such Change Order that Stockton can review the Change Order and confer with the City Representative prior to the City implementing such Change Order. If Stockton does not respond to the City Representative with respect a proposed Change Order in writing within 48 hours of her receipt of the Change Order, such failure to respond shall constitute waiver and release by Stockton of any and all objections to or claims arising from the implementation of the Material Modification as described in the Change Order. This provision does not convey authority upon Stockton to halt or delay construction of the Remediation Project, but imposes an obligation upon the City to exercise good faith in resolving disputes Stockton presents pursuant to this provision. A Material Modification includes, by way of illustration and not limitation, (i) any modification to the height of the construction above that specified in the Approved Plans for the entrances from the Dudley Lane to the two driveway entrances at the south and north ends of the Property or (ii) any increase to the grade of the driveway entrances that results in a higher gradient for the driveway entrances than specified in the Approved Plans.

c. Notification of Scheduling. The City shall use best efforts to provide Stockton at least 48 hours prior written notice of commencement of the construction of the Remediation Project and will thereafter keep Stockton reasonably informed as to the schedule for implementation of Remediation Project. Specifically, the City shall use its best efforts to notify Stockton at least 48 hours prior to any construction as part of the Remediation Project that will adversely affect



Stockton's access to the Property and her driveways. The City shall provide Stockton with the name and contact information for the onsite project manager for the construction of the manager for the Remediation Project (the "Project Manager"), which such contact information shall include the Project Manager's cell phone and email address, at least 48 hours prior to commencement of construction of the Remediation Project. The City shall similarly advise Stockton with the information for any successor or replacement Project Manager. The City shall cause the Project Manager to keep Stockton reasonably informed as to the scheduling and timing for completion of the Remediation Project.

d. Construction Period Easement. When requested by the City, Stockton shall execute and deliver to the City a Construction Period Easement (the "Construction Period Easement") with respect to the Remediation Project substantially in the form of Exhibit B attached.

3. Settlement Payment. Within five business days of the Effective Date, the City shall pay to Stockton the sum of \$16,621 (Sixteen Thousand-Six Hundred Twenty-One Dollars) by Check.

4. Landscaping on the Property and the Right of Way following Completion of the Remediation Project. The City shall obtain any and all permits or consents from utilities or other third parties required for the implementation by the City of the Remediation Project. The City shall also provide reasonable assistance to Stockton with obtaining any permits required for Stockton to implement landscaping and repairs to the Property or the right-of-way arising from the implementation of the Remediation Project, including permits for removal of dead or dying trees and loss of vegetation or grass. The City agrees that Stockton may go upon the right-of-way appurtenant to the Property following completion of the Remediation Project and replant and relandscape the right-of-way to restore it to a condition consistent with the way the right-of-way was landscaped prior to commencement of implementation of the Remediation Project. Provided, however, the City retains and reserves all of its rights and powers to regulate, patrol and police the streets and public ways within the city, and any landscaping that interferes with the improvements to, or maintenance of the street and/or right-of-way, is subject to loss. In addition, the City will assist Stockton as requested in obtaining any permits required in connection with removal of dead trees or vegetation on the Property or right-of-way by reason of the Remediation Project.

5. Maintenance. The City shall repair and maintain at its expense the improvements erected in the right-of-way appurtenant to the Property as part of the Remediation Plan. The City shall repair the Sewer Clean out PVC Pipe located adjacent to the south driveway entrance of the Property, but is not responsible for future maintenance of said pipe. Stockton shall repair and maintain at her expense the improvements erected on the Property as part of the Remediation Project.

6. No Admission of Liability. The purpose of this Settlement Agreement is to achieve a comprehensive settlement with respect any and all of the Disputes. This Settlement Agreement is the result of a compromise. Nothing contained in this Settlement Agreement shall be deemed as an admission by any party of any kind to any other party or otherwise, and the parties expressly deny all liability relating to the subject matter of this Settlement Agreement. The invalidity, illegality, or unenforceability of any provision of this Settlement Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect and which shall be construed as if such

invalid, illegal, or unenforceable provision had never been contained herein. Each party shall bear its own costs and expenses incurred in connection with negotiation of this Settlement Agreement.

7. Governing Law. This Agreement shall be construed, and the rights and liabilities of the Parties hereto shall be determined, in accordance with the laws of the State of Georgia and applicable federal law. The Superior Court of Fulton County shall have exclusive jurisdiction over any action for breach or to enforce the provisions of this Settlement Agreement.

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

9. Notices. All notices and other communications required or permitted under this Agreement must be in writing. Any notice of communication will be deemed to have been given when (i) delivered in person or (ii) upon transmittal of an electronic mail to the intended addressee at the addresses below. Rejection or other refusal to accept physical delivery of notice, or inability to deliver notice because of a changed email address of which no notice has been given by the intended recipient, will also constitute service of notice. The Parties may change their respective addresses by sending written notice to the other Parties in accordance with the foregoing. No written notice of change of address will be effective until the date of actual receipt thereof by the other Party. Addresses for notices are as follows:

Stockton:

Kristin R. Stockton
4721 Dudley Lane, NW
Sandy Springs, GA 30327
ccskrs@mac.com

With a copy to:

Charles R. Beaudrot, Jr., Esq.
26 Spring Lake Place, NW
Atlanta, GA 30318
cbeaudrot@gmail.com
Telephone: 404.275.7753

City:

City of Sandy Springs
Attn: W. Wesley Waters
Capital Improvement Program Unit Manager
1 Galambos Way
Sandy Springs, GA 30328
WWaters@SandySpringsga.gov
Telephone: 678.427.7440

With a copy to:

Caleb G. Saggus, Esq.
Assistant City Attorney, City of Sandy Springs

1 Galambos Way
Sandy Springs, GA 30328
CSaggus@SandySpringsga.gov
Telephone: 770 206 2086

10. Designated Representative. W. Wesley Waters has been designated by the City as City Representative for purposes of implementation of this Settlement Agreement, completion of the Remediation Project pursuant to the Approved Plans and resolution of any disputes between the Parties arising from or pursuant to this Settlement Agreement and the completion of the Remediation Project.. Stockton is authorized to rely upon the actions and statements of the City Representative in all matters pertaining to the Remediation Project and the terms of this Settlement Agreement, however, this agreement does not vest the City Representative with authority to bind the City beyond that which he may already possess. The City may designate a new City Representative at any time by providing written notice to Stockton in accordance with this Settlement Agreement including contact information for such City Representative. Any such change in City Representative will be effective 48 hours after the receipt of notice of such change by Stockton.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile, electronic mail, or pdf shall be treated in all manner and respects as a binding and original document, and the signature of any party shall be considered for these purposes as an original signature.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter contained herein and supersedes all negotiations, stipulations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Settlement Agreement. This Settlement Agreement may not be altered, amended or modified in any respect or particular except by a writing duly executed by each of the Parties.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the Effective Date.

This 28 day of May, 2021.

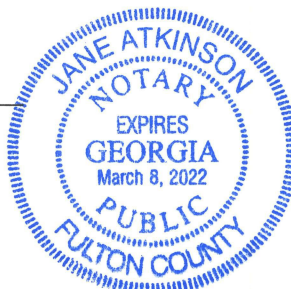
"STOCKTON"


Kristin R. Stockton

Sworn to and subscribed before me
This 28 day of May, 2021.


Notary Public
My Commission Expires:

March 8 2022



1463241 v01

“CITY”

City of Sandy Springs

By: _____

(Signature)

Name Printed: _____

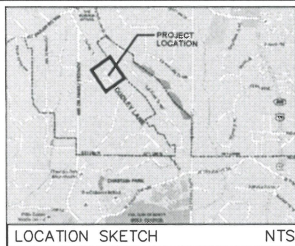
Title: _____

Sworn to and subscribed before me
This ____ day of _____, 2021.

Notary Public

My Commission Expires:





CITY OF SANDY SPRINGS

MAYOR: RUSTY PAUL
CITY COUNCIL DISTRICT 1: JOHN PAULSON
CITY COUNCIL DISTRICT 2: STEVE SOTERES
CITY COUNCIL DISTRICT 3: CHRIS BURNETT
CITY COUNCIL DISTRICT 4: JODY REICHEL
CITY COUNCIL DISTRICT 5: TERRY "TIGER" DEJULIO
CITY COUNCIL DISTRICT 6: ANDY BAUMAN
CITY MANAGER: ANDREA SURRATT

FUNCTIONAL CLASS:

MINOR STREET

THIS PROJECT IS 100% IN FULTON COUNTY AND IS 100% IN CONGRESSIONAL DISTRICT NUMBER 11.

LAND DISTRICT NUMBER: 17
LAND LOT: 119,120

SPEED LIMIT: 25 MPH
SPEED DESIGN: 25 MPH

DESIGNED IN ENGLISH UNITS.

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF (NAD83)/11 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

THIS PROJECT HAS BEEN DESIGNED TO COMPLY WITH TITLE II PROVISIONS OF THE AMERICANS WITH DISABILITY ACT (ADA).

PROJECT DISTURBED AREA: 2,469 SQ. FT / 0.06 ACRES

A NOTICE OF INTENT (NOI) IS NOT REQUIRED BY LAW.

PROJECT GPS LOCATIONS:
BEGINNING STATION: 31.143831N, -84.284901W
ENDING STATION: 34.150252N, -84.275629W

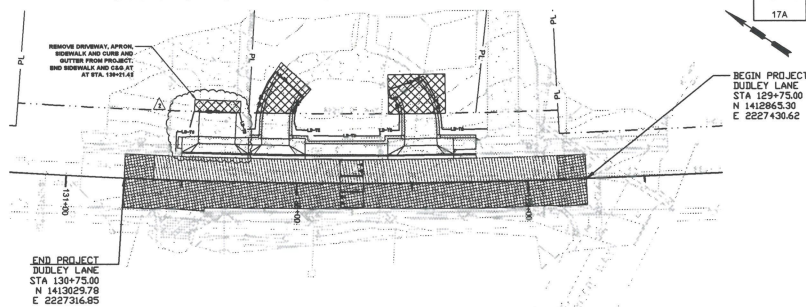
DATA FOR THIS PROJECT WAS ACQUIRED BY SURVEY BY ATKINS DATED FEBRUARY, 2020.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREIN, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.06, AND 104.03 OF THE SPECIFICATIONS.

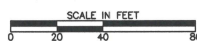
CITY OF SANDY SPRINGS DEPARTMENT OF PUBLIC WORKS FULTON COUNTY, GEORGIA CONSTRUCTION PLANS FOR DUDLEY LANE SIDEWALK PROJECT

(AT ADDRESS 4717, 4721, AND 4731 DUDLEY LANE)

CITY OF SANDY SPRINGS PIN: T6016-2



PROJECT LOCATION MAP



LENGTH OF PROJECT	DUDLEY LANE
NET LENGTH OF ROADWAY	100 LINEAR FEET
NET LENGTH OF BRIDGES	—
NET LENGTH OF PROJECT	100 LINEAR FEET
NET LENGTH OF EXCEPTION	—
GROSS LENGTH OF PROJECT	100 LINEAR FEET



STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	T6016-2	1	17

INDEX		
SHEET NUMBER	DESCRIPTION	DRAWING NUMBER
1	COVER SHEET	
2	GENERAL NOTES	04-01
3	TYPICAL SECTIONS	05-01
4	SUMMARY OF QUANTITIES	06-01
5	LAYOUT PLAN	11-01
6-8	CROSS SECTIONS	23-01 TO 23-03
9	RETAINING WALL ENVELOPE	31-01
10	PROFILES	33-01
11-12	CONSTRUCTION DETAILS	40-01 TO 40-02
13	EROSION CONTROL GENERAL NOTES	51-01
14	EROSION CONTROL PLAN	54-01
15-16	EROSION CONTROL CONSTRUCTION DETAILS	56-01-56-02
17	ROW PLAN	60-01
17A	ROW TABLE	60-02



ATKINS

1600 RIVEREDGE PARKWAY, NW, SUITE 700
ATLANTA, GEORGIA 30328
PH: 770.933.0280

PLANS COMPLETED - MARCH 10, 2020
REVISIONS:
1. PLAN REVISIONS - SEPTEMBER 29, 2020
2. PLAN REVISIONS REMOVED DRIVEWAY - DECEMBER 4, 2020

GENERAL NOTES	GRADING AND DRAINAGE NOTES	LANDSCAPE PLANTING NOTES	ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH GOVT. STANDARD SPECIFICATIONS FOR CONSTRUCTION OF TRANSPORTATION SYSTEMS, 2013 EDITION. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL SITE DEBRIS (LANDSCAPE PLANTING, EXISTING TREES, ROCKS, ETC.) FROM THE PROJECT SITE. 3. THE COST FOR REMOVAL AND DISPOSAL OF EXISTING CONCRETE, EXISTING ASPHALT, EXISTING ASPHALT, AND EXISTING CONSTRUCTION DEBRIS ITEMS TO BE INCLUDED IN THE BID PRICE FOR GRADING AND DRAINAGE. 4. CONTRACTOR SHALL NOTIFY CALIFORNIA FLOODING PROJECT #811 AND AVOID ANY CONSTRUCTION LOCATED AT FLOODING PROJECT AREA PRIOR TO BEGINNING CONSTRUCTION. 5. THE EXISTING UTILITY LINES SHOWN ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES. DAMAGE TO EXISTING UTILITY LINES RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND PAY FOR ALL RELOCATION AND/OR RECONSTRUCTION OF EXISTING UTILITIES NECESSARY TO PERFORM THE WORK AS SHOWN ON THE PLANS. 7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PREPARING THE MEASUREMENTS TO MAINTAIN TRAFFIC DURING CONSTRUCTION ACTIVITIES. THE PLAN SHALL CONFORM TO THE 2008 MANUAL OF PRACTICE AND TRAFFIC CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY LOCATIONS MUST BE APPROVED BY AND COORDINATED WITH THE CITY PUBLIC WORKS DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING LANE TAPES AND ADVANCE WARNING FOR GEORGINA DOT STANDARDS. 8. CONTRACTOR IS TO PROVIDE TEMPORARY WALLS, TEMPORARY SIGNS, AND/OR OTHER MEASURES TO MAINTAIN TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AT ALL TIMES DURING CONSTRUCTION. 9. EXISTING TRAFFIC SIGNALS SHALL REMAIN OPERABLE AT ALL TIMES. CONTACT THE CITY OF SANDY SPRINGS ENGINEER PRIOR TO DISRUPTING OR REMOVING ANY TRAFFIC SIGNAL. 10. SIGNAL MARKING AND SIGNAL SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. 11. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH THE BEGINNING OF CONSTRUCTION AT ALL TIMES. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED AS DEEMED NECESSARY BY THE SITE SUPERVISOR OR AS DIRECTED BY THE ENGINEER. 12. HORIZONTAL CONTROL IS BASED UPON GEORGINA STATE PLANE COORDINATE SYSTEM. SEE PLANS FOR LOCATIONS OF MONUMENTS USED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION. REFER TO SECTION 4.04 OF THE STANDARD SPECIFICATION AND SPECIAL PROVISIONS. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COST INCURRED TO COMPLY WITH THIS REQUIREMENT. 13. ALL SIDEWALKS AND CURBS RAMP WILL BE CONSTRUCTED TO MEET ALL REQUIREMENTS OF THE UNIFORM SIDEWALK SPECIFICATIONS (UNIFORM SIDEWALK SPECIFICATIONS) AND THE 2008 MANUAL OF PRACTICE AND TRAFFIC CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MARKS ETC. AND OTHER UTILITY LOCATIONS WITHIN THE AREA WHERE THE SIDEWALK IS TO BE CONSTRUCTED. SHALL BE ADJUSTED TO ACCORD WITH THE CITY OF SANDY SPRINGS. ALL OBJECTS MUST REMAIN ACCESSIBLE AND FLUSH WITH THE TOP OF THE SIDEWALKS OR CURBS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ADJUSTMENTS AND RELOCATIONS WITH UTILITY OWNERS. 14. ALL DRAINAGE STRUCTURES AND PIPES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. 15. CONTRACTOR IS TO PROVIDE SHOP DRAWINGS FOR ALL PROPOSED COMPONENTS INCLUDING, BUT NOT LIMITED TO, CURBS, GUTTERS, SIDEWALKS, PIPES, AND SIGNS FOR APPROVAL BY LANDSCAPE ARCHITECT. 16. A NOTE OF INTENT (NOI) IS NOT REQUIRED FOR THIS PROJECT. 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING IN ACCORDANCE WITH THE GOVT. SAMPLING, TESTING, AND INSPECTION CODE. 18. ALL DRIVEWAY SAW CUTS TO OCCUR AT EXISTING CONCRETE JOINTS. 19. THE CONTRACTOR IS RESPONSIBLE FOR ORGANIZING AND SCHEDULING THE DEMOLITION AND CONSTRUCTION OF ALL SIDEWALKS AND DRIVEWAYS. AFTER BEING AWARDED THE CONTRACT, THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE CITY FOR THEIR APPROVAL PRIOR TO BEGINNING ANY WORK.	1. ALL STRUCTURAL PLANT AREAS TO BE CONSTRUCTED IN ACCORDANCE WITH GOVT. STANDARDS. 2. IF EXCAVATED MATERIAL IS UNSUITABLE FOR COMPACTION, AS DETERMINED BY THE SOIL TESTER, THE CONTRACTOR SHALL EXCAVATE AND REPLACE WITH SUITABLE FILLING MATERIAL. 3. CUT OR FILL SHALL BE GRADED AS NOTED, OR INDICATED IN TYPICAL SECTIONS, DRIVEWAY PROFILES, CROSS SECTIONS AND OR WALL PROFILES. 4. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE OF SURFACE WATER FROM PAVERS AND DRAINAGE. ALL NEW GRADING SHALL BE GRADUALLY SLOPED TO BE RECEIVED AND APPROVED BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION. 5. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL SURFACE AND GROUNDWATER CONTROL MEASURES. 6. GRADES NOT OTHERWISE INDICATED ON THE PLANS SHALL BE UNIFORM LEVELS OR SLOPES GRADUALLY SLOPED TO BE RECEIVED AND APPROVED BY THE ENGINEER. ALL SLOPES SHALL BE GRADUALLY SLOPED TO BE RECEIVED AND APPROVED BY THE ENGINEER. 7. ALL SET BACKS SHALL BE PLACED AS SPECIFIED ON THE PLANS. ALL SET BACKS SHALL BE GRADUALLY SLOPED TO BE RECEIVED AND APPROVED BY THE ENGINEER. 8. EXISTING TREES SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES. CARE SHALL BE TAKEN IN ALL GRADING ACTIVITIES TO REMAIN OUTSIDE THE GRAD LINE OF EXISTING TREES. ALL TREES TO BE PROTECTED FROM CONSTRUCTION ACTIVITIES SHALL BE PROTECTED BY THE CONTRACTOR. 9. ALL SOILS UNDERLYING, UNDER EXCAVATION AND UNDERGROUND INSTALLATION SHALL BE PROTECTED AND MAINTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE EXISTING DRAINAGE STRUCTURES THAT ARE AFFECTED WITH THE PROJECT ARE TO BE EXISTING DRAINAGE STRUCTURES AS NOTED. EXISTING PIPES TO REMAIN ARE TO BE CLEANED AND MAINTAINED AS NOTED. 10. THE COUNTERLINE INTERSECTION IS ONE FOOT OR AS SHOWN. 11. THE ELEVATION OF MANHOLE/TOP OF ARE TO BE AT THE FINISHED ELEVATION OF THE PAVEMENT. THE DEFINITION OF THE TYPE OF TOP IS AS LISTED WITHIN THE NOTE. THE ELEVATION OF THE POINT AT WHICH WATER PASSES INTO THE SOIL SHALL BE THE ELEVATION OF THE TOP MOST PART OF THE FRAME AND GATE. CATCH BASIN THREAT - THE ELEVATION OF THE TOP MOST PART OF THE FRAME AND GATE. CATCH BASIN THREAT - THE ELEVATION OF THE TOP MOST PART OF THE FRAME AND GATE. 12. THE CONTRACTOR SHALL PROVIDE TO THE CITY RECORD DRAWINGS OF A AS-BUILT CONSTRUCTION. ALL PLANTING MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY RECORD DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC DURING CONSTRUCTION. 13. ALL PLANTING MATERIAL SHALL CONFORM WITH THE LATEST EDITION OF "AMERICAN STANDARDS FOR NURSERY STOCK" BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION. ALL PLANTING MATERIAL SHALL MEET THE SPECIFICATIONS OF THE FEDERAL, STATE, AND COUNTY LAWS REGARDING INSPECTION FOR DISEASE AND INSECT CONTROL. ONE PLANT OF EACH SPECIES SHALL BE PROVIDED FOR THE OWNER'S REVIEW WITH THE NAME AND SIZE OF THE PLANT IN ACCORDANCE WITH THE STANDARD OF PRACTICE FOR THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA). BOTANICAL NAMES SHALL TAKE PRECEDENCE OVER COMMON NAMES. 14. ALL LAWN AREAS AND PLANTING PITS SHALL BE FREE OF ROCKS, GRASS, AND OTHER DEBRIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC DURING CONSTRUCTION. 15. ALL EXISTING TURF AND VEGETATION SHALL BE STRIPPED AND REMOVED PRIOR TO THE INSTALLATION OF ANY TURF OR PLANT MATERIAL. EXISTING TURF SHALL BE REMOVED PRIOR TO THE INSTALLATION OF ANY TURF OR PLANT MATERIAL. EXISTING TURF SHALL BE REMOVED PRIOR TO THE INSTALLATION OF ANY TURF OR PLANT MATERIAL. 16. IF GRASS SEEDING IS DONE AT A TIME THAT IS NOT THE APPROPRIATE PLANTING SEASON, TEMPORARY GRASSING SHALL BE USED. TEMPORARY GRASSING SHALL BE WRITTEN ANNOTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC DURING CONSTRUCTION. 17. ALL DISTURBED AREAS SHALL BE RESEED OR LANDSCAPED WILDED TO MATCH EXISTING CONDITION OR RESEED TO MATCH EXISTING CONDITION OR RESEED TO MATCH EXISTING CONDITION.	1. PRIOR TO CONSTRUCTION COMMENCING, THE CONTRACTOR SHALL COORDINATE MEETING WITH CITY PROJECT MANAGER AND ARBORIST TO CONFIRM REMOVAL OF ALL TREES WITHIN THE PROJECT SITE. 2. THE TREES THAT ARE TO REMAIN WITHIN THE PROJECT MAY REQUIRE SELECTIVE PRUNING BY A CERTIFIED ARBORIST TO PROVIDE A MIN OF 6" CLEARANCE. 3. ALL TREE PRUNING AND REMOVALS TO BE COMPLETED BY A CERTIFIED ARBORIST. 4. AS PART OF THIS CONTRACT, THE CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH THE SPECIFICATIONS AND GRADING AND DRAINAGE SECTION 702. THE CONTRACTOR SHALL BE AWARE OF THE REQUIREMENTS ASSOCIATED WITH QUALITY ASSURANCE, INSPECTION, GUARANTEED CONTRACTOR WARRANTY MAINTENANCE, AND VARIATION OF LANDSCAPE PLANT MATERIAL. 5. ALL REPLACEMENT PLANTS MUST BE HEALTHY, VIGOROUS, MATURE, FREE OF PESTS & DISEASES. 6. ALL PLANTS TO BE SUBMITTED TO THE APPROVAL OF THE LANDSCAPE ARCHITECT & THE OWNER BEFORE, DURING & AFTER INSTALLATION. THE DATE OF FINAL ACCEPTANCE. 7. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS. 8. 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UTILITY OWNERS

NAME	SERVICE	ADDRESS	CONTACT	PHONE NO.
AT & T	COMMUNICATIONS	475 N. JACKSON STREET ATLANTA, GA 30308	ANGIE HINES DAVID WAGNER	404-734-3872 404-532-7700
AT&T	COMMUNICATIONS	202 BELL STREET, SUITE C ATLANTA, GA 30303	BRAD BRES	770-558-0502
CONCAST GAS LIGHT RESOURCES	GAS	P.O. BOX 4688 ATLANTA, GA 30318	BRUCE BENDER JENNIFER BENDER	404-405-2813 404-405-2813
COLUMBIA PIPE LINE	GAS	1186 SANCITY PARKWAY ATLANTA, GA 30309	KATHY HINCHMAN JANIE HANRAHAN	404-752-4511 404-602-4493
GEORGIA POWER	POWER	787 N. HUNTERLY BLVD. HE ATLANTA, GA 30309	DON ST. CLAIR JAMAL RICHMOND	404-506-6538 404-726-1148
CITY OF ATLANTA DEPT. OF WATERSHED MANAGEMENT	SEWER / WATER	1601 16TH STREET, NW ATLANTA, GA 30361	MKE ADDONITO	404-602-4450
FULTON COUNTY	SEWER	1000 N. HUNTERLY BLVD. SUITE C ATLANTA, GA 30309	KETHI BENDER DAVID WAGNER	404-612-9411 404-532-4242

GENERAL NOTES

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1. ALL DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINE FROM WHICH THEY ARE MEASURED, UNLESS OTHERWISE NOTED OR DRIVEN.

2. ANY DEVIATION FROM THESE DRAWINGS TO BE IN THE FIELD DURING CONSTRUCTION SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION.

3. REPORT ALL FIELD LOCATION DISCREPANCIES IMMEDIATELY TO THE CITY ENGINEER. CONTRACTOR TO VERIFY THAT ALL DIMENSIONS WORK IN THE FIELD PRIOR TO CONSTRUCTION.

DO NOT SCALE FROM DRAWINGS.

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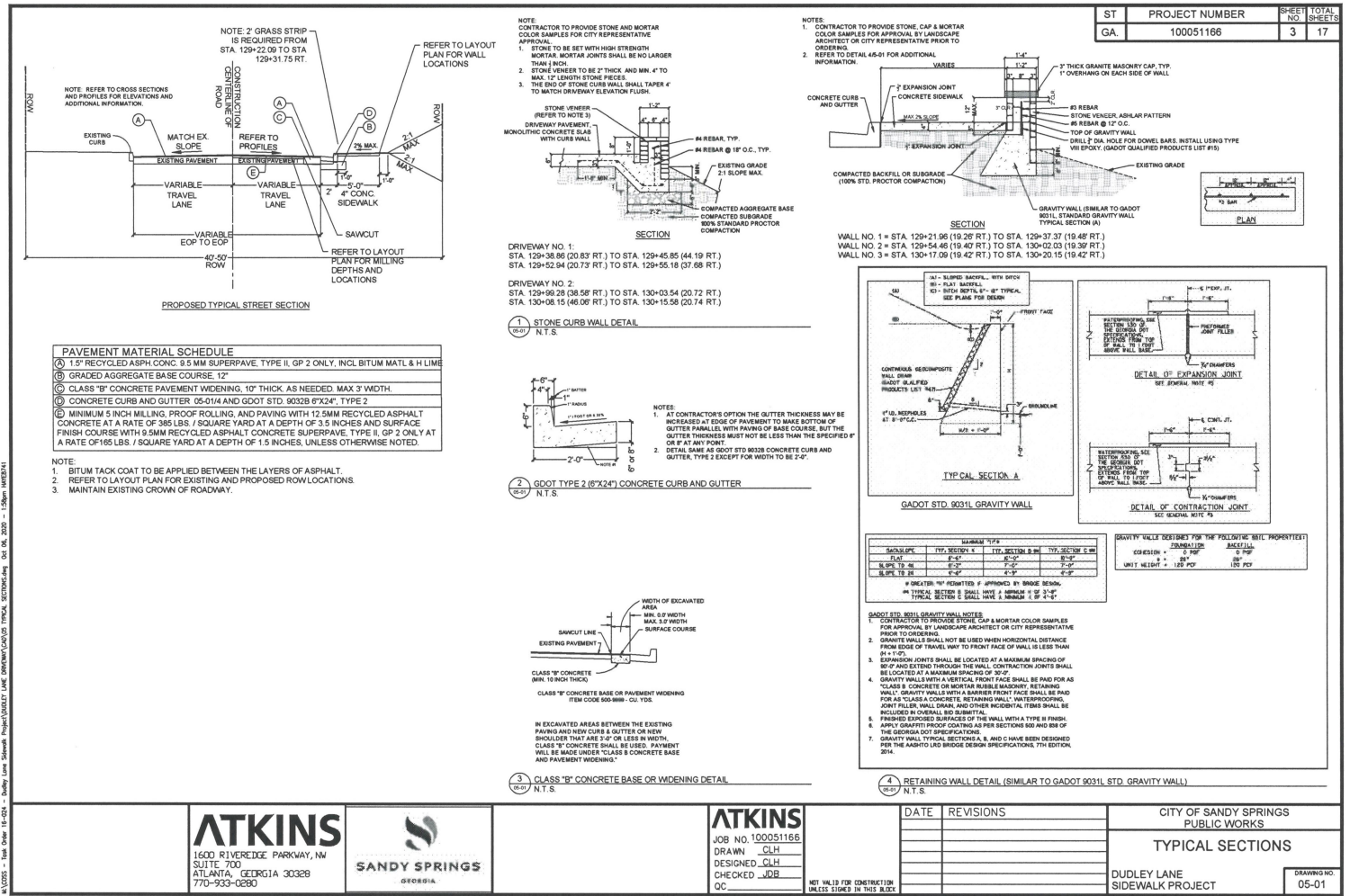
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5. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE UTILITY STAKES OF ALL UTILITIES LOCATED WITHIN THE PROJECT AREA

14-00000 - Title Order 14-00000 - Sandy Lane Sidewalk Project/DAVID LANE DRIVEWAY/CAJOS TYPICAL SECTION/04-01-00000 - 14-00000-00000



AL0205 - Title Sheet 11-021 - Dudley Lane Sidewalk Project\PROJECT\CA008 SUMMARY OF QUANTITIES.dwg, Dec 04, 2020 - 11:00am MUD094

ST	PROJECT NUMBER	SHEET TOTAL
GA.	100051166	4 17

SUMMARY OF QUANTITIES

Item Number	Unit	Item Description	Quantity
155-1000	LS	TRAFFIC CONTROL	1
163-0232	AC	TEMPORARY GRASSING	0.1
163-0240	TN	MULCH	1
163-0550	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	2
165-0010	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	165
165-0105	EA	MAINTENANCE OF INLET SEDIMENT TRAP	2
167-1000	EA	WATER QUALITY MONITORING AND SAMPLING	2
167-1500	MO	WATER QUALITY INSPECTIONS	4
168-0001	LF	COMPOST FILTER SOCK	30
171-0010	LF	TEMPORARY SILT FENCE, TYPE A	300
210-0100	LS	GRADING COMPLETE PROJECT	1
310-5120	SY	GR AGGR BASE CRS, 12 INCH, INCL MATL	18
402-3103	TN	RECYCLED ASPH CONC 8.5 MM SUPERPAVE, TYPE II, GP 2, INCL BITUM MATL & H LIME	40
402-3113	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	40
413-1000	OL	BITUM TACK COAT	55
432-0206	SY	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	280
432-5010	SY	MILL ASPH CONC PVMT, VARIABLE DEPTH	200
441-0016	SY	DRIVEWAY CONCRETE, 6 IN TK (INCLUDES CURB WALL CONCRETE)	106
441-0104	SY	CONCRETE SIDEWALK, 4 IN (INCLUDES DETECTABLE WARNING SURFACE)	27
441-4030	SY	CONCRETE VALLEY GUTTER, 6 IN	56
441-6012	LF	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	50
UNDEF	CY	RETAINING WALL, CLASS B CONCRETE	25
UNDEF	SF	STONE FACING (FOR RETAINING WALL)	400
UNDEF	EA	STONE COLUMN COMPLETE	4
UNDEF	SF	CURB WALL STONE FACING	400
UNDEF	LF	RETAINING WALL STONE CAP	65
511-1000	LBS	BAR REINFORCED STEEL (INCLUDES CURB WALL AND RETAINING WALL)	700
611-8120	EA	ADJUST/ RELOCATE EXIST WATER VALVE/WATER METER BOX TO GRADE	1
611-8000	EA	ADJUST CATCH BASIN TO GRADE	1
643-8200	LF	BARRIER FENCE (ORANGE), 4 FT - TREE PROTECTION	300
670-0001	EA	RELOCATE EXIST MAILBOX	1
700-7000	TN	AGRICULTURAL LIME	0.25
700-8000	TN	FERTILIZER MIXED GRADE	0.2
700-8100	LB	FERTILIZER NITROGEN CONTENT	15
700-9300	SY	SOO	30
708-1000	CY	PLANT TOPSOIL	5
708-8025	SY	LANDSCAPE MULCH	10
UNDEF	LS	RUBBER CUSHIONS (PROVIDED BY COSS) INSTALL ONLY, INCLUDES PAVEMENT MARKINGS	1
999-9000	ALLOW	MISCELLANEOUS CONSTRUCTION ALLOWANCE	1

THE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES OF THE ITEMS TO CONSTRUCT THE PROJECT AS INDICATED IN THE CONSTRUCTION DRAWINGS. THIS MAY INCLUDE THE CONSTRUCTION OF ITEMS NOT PRESENT IN THE DETAILED ESTIMATE OF THE SUMMARY OF QUANTITIES OR THE BID SCHEDULE UNIT PRICES.

ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0260



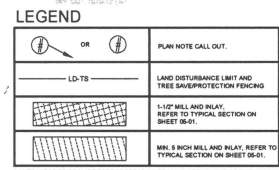
ATKINS
JOB NO. 100051166
DRAWN _CLH_
DESIGNED _CLH_
CHECKED _JDB_
QC



DATE	REVISIONS
12-4-2020	1. REMOVE DRIVEWAY FROM PROJECT

CITY OF SANDY SPRINGS
PUBLIC WORKS
SUMMARY OF QUANTITIES
DUDLEY LANE
SIDEWALK PROJECT
DRAWING NO.
06-01

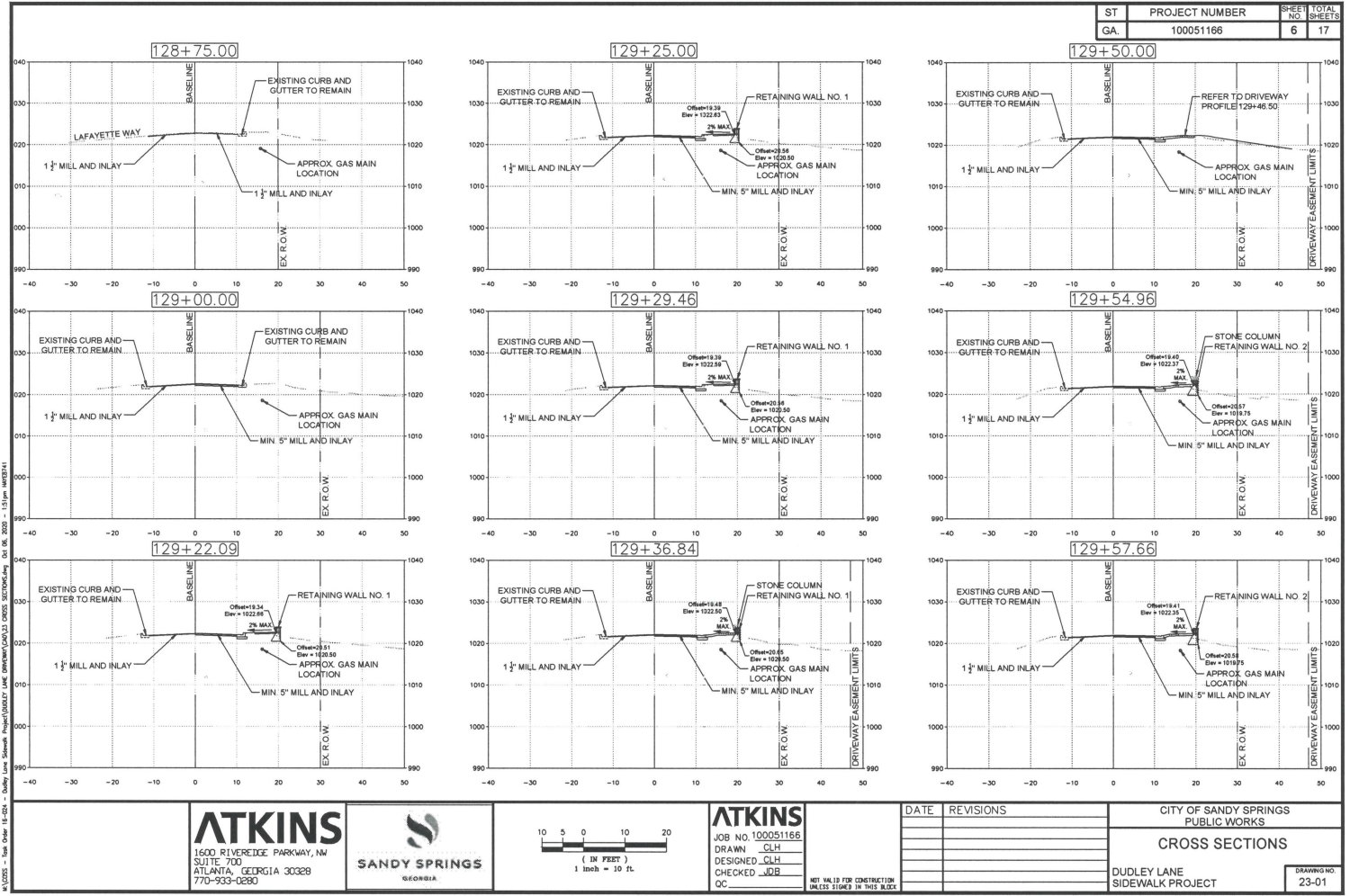
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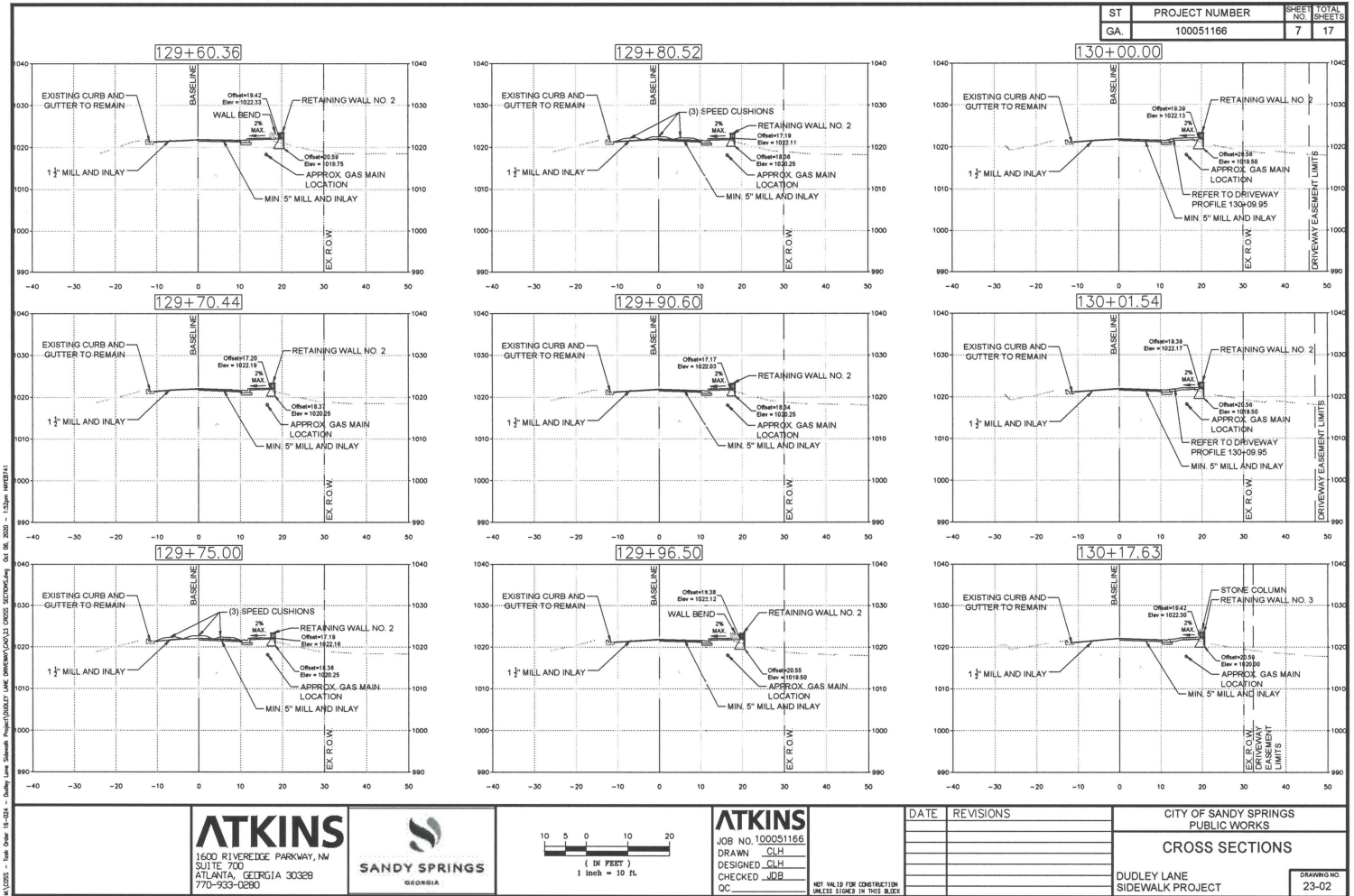
CONTRACTOR TO PROVIDE TREE PROTECTION FENCING AT THE LIMIT OF DISTURBANCE BEHIND THE SIDEWALK (AS SHOWN ON PLANS). CONTRACTOR TO REFER TO EROSION CONTROL PLANS FOR SILT FENCE LOCATIONS.

CITY OF SANDY SPRINGS
PUBLIC WORKS
LAYOUT PLAN
KEY LANE
WALK PROJECT
DRAWING NO.
11-01

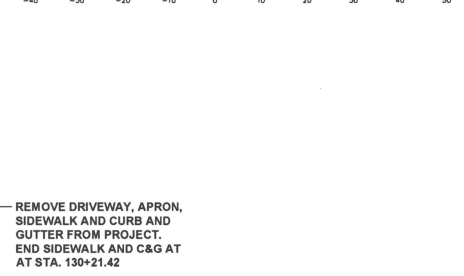
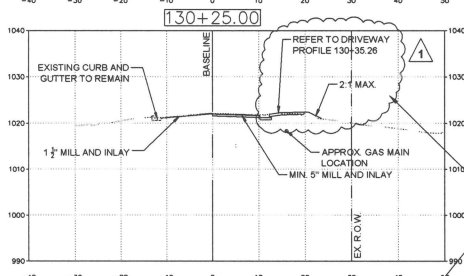
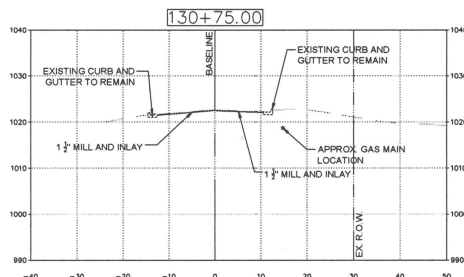
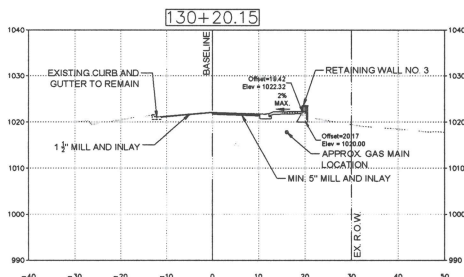
DRAWING NO.
11-01



for



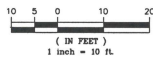
ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	8	17



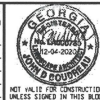
REMOVE DRIVEWAY, APRON, SIDEWALK AND CURB AND GUTTER FROM PROJECT. END SIDEWALK AND C&G AT STA. 130+21.42

W:\10051 - Sandy Lane Sidewalk Project\DWG\130+20.15 CROSS SECTION.dwg, Dec 04, 2020 - 11:03am, W:\10051

ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0260

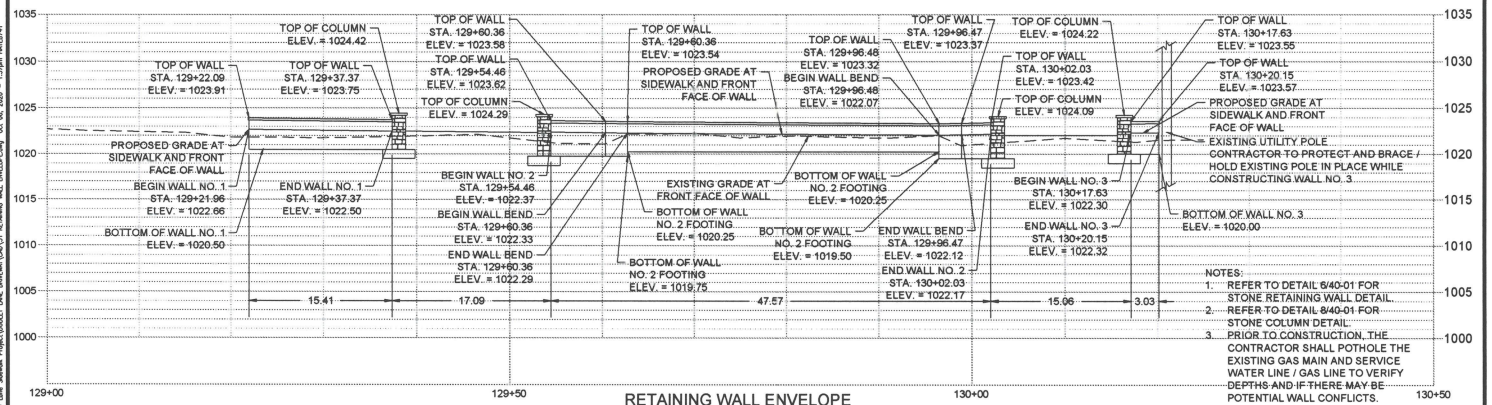
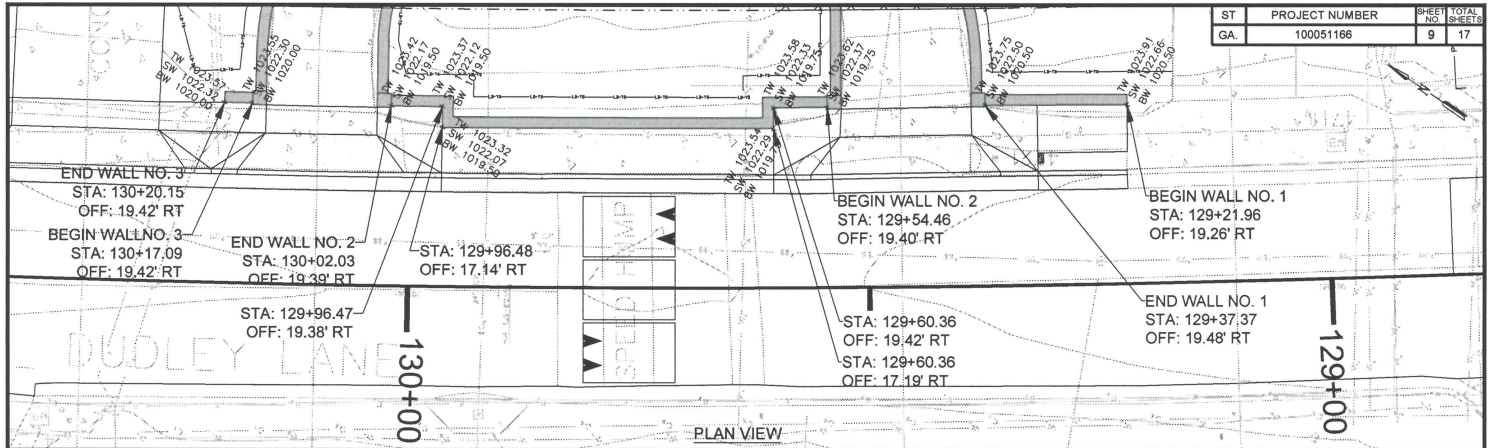


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JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC



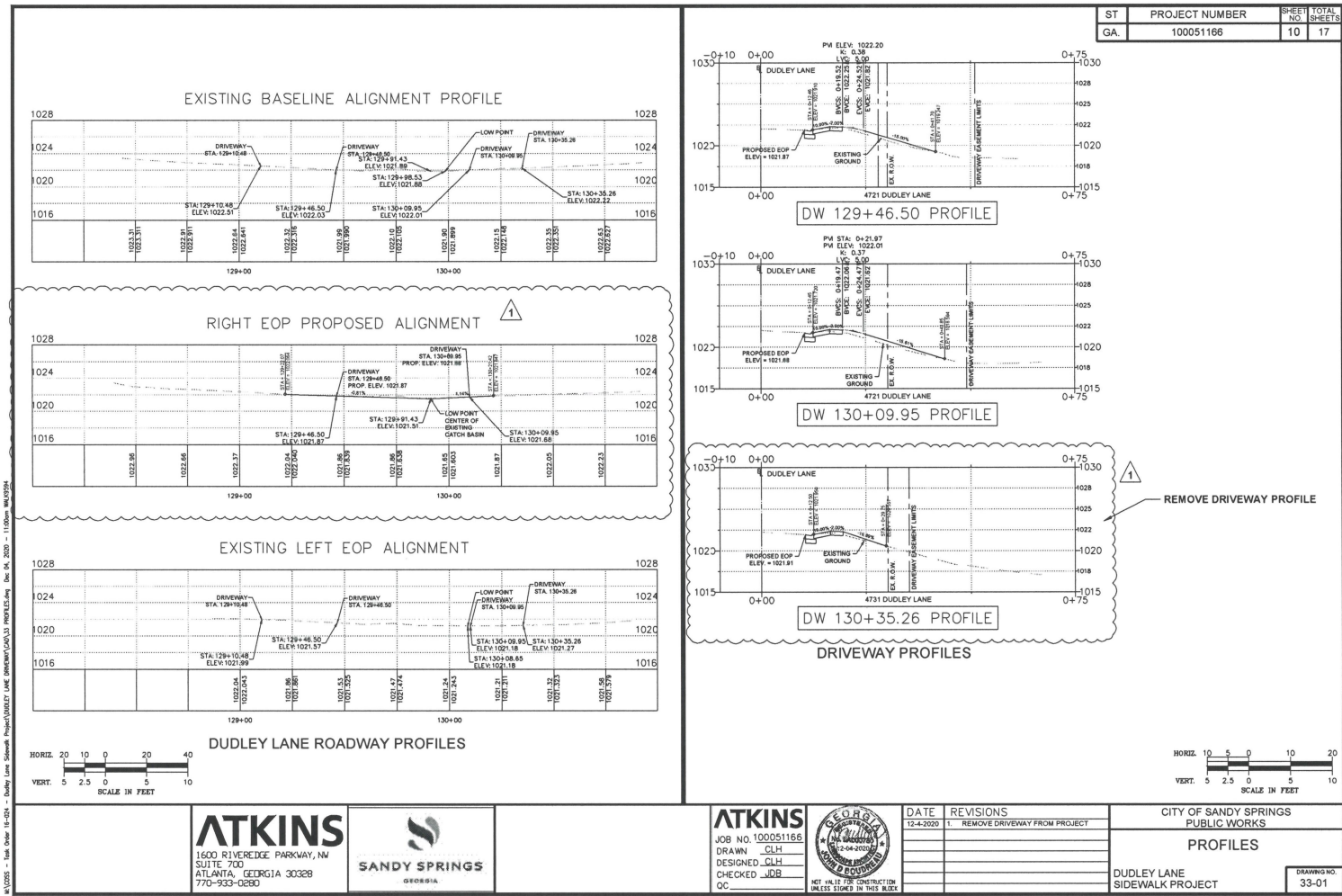
DATE	REVISIONS
12-4-2020	1. REMOVE DRIVEWAY FROM PROJECT

CITY OF SANDY SPRINGS PUBLIC WORKS
CROSS SECTIONS
DUDLEY LANE SIDEWALK PROJECT
DRAWING NO. 23-03

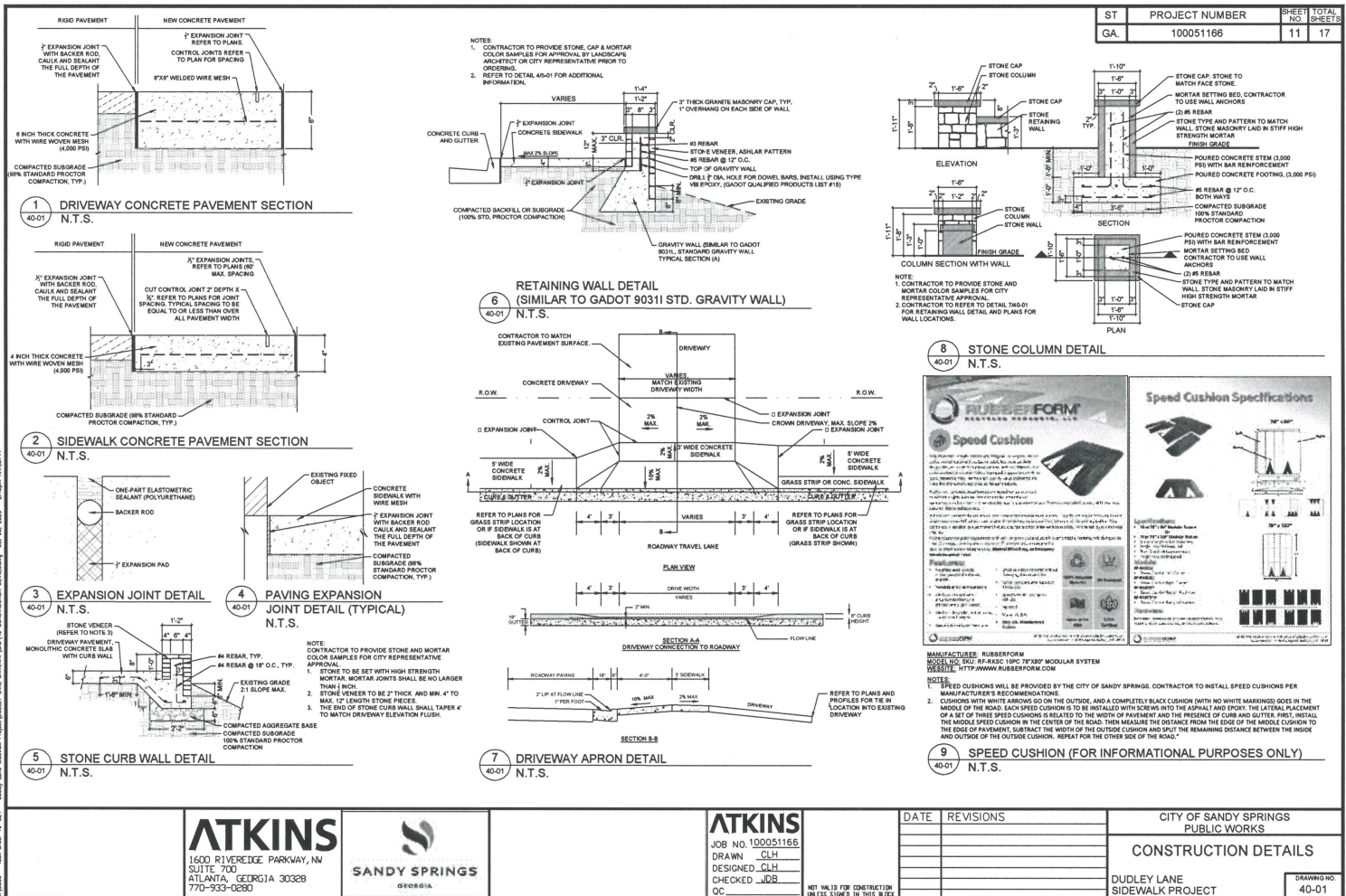


ATKINS 1600 RIVERIDGE PARKWAY, NW SUITE 700 ATLANTA, GEORGIA 30328 770-933-0280		HORIZ. 1" = 20' VERT. 1" = 5' SCALE IN FEET	ATKINS JOB NO. 100051166 DRAWN: CLH DESIGNED: CLH CHECKED: JOB QC	DATE	REVISIONS	CITY OF SANDY SPRINGS PUBLIC WORKS RETAINING WALL ENVELOPE (WALL NO. 1, 2 AND 3) DUDLEY LANE SIDEWALK PROJECT	DRAWING NO. 31-01

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15-00000 - Issue Order 15-00000 - Sandy Lane Sidewalk Project (SANDY LANE SIDEWALK PROJECT) - CONSTRUCTION DETAILS - 04/16/2015 - 24 Pages - 10/15/2015



10/25/25 - Job Order 10-015 - Dudley Lane Sidewalk Project (SANDY SPRINGS) - EROSION CONTROL - SHEET 13 OF 17

- GENERAL EROSION & SEDIMENTATION CONTROL NOTES:**
1. ALL DISTURBED AREAS SHALL HAVE EROSION CONTROL PROVIDED IN ACCORDANCE WITH THE MANUAL FOR EROSION AND SEDIMENT CONTROL, CURRENT EDITION, AND CITY OF SANDY SPRINGS STANDARDS AND SPECIFICATIONS, CURRENT EDITION.
 2. ALL EROSION CONTROL MEASURES SHALL COMPLY WITH THE STATE OF GEORGIA SOIL AND WATER CONSERVATION COMMISSION MANUAL FOR EROSION AND SEDIMENT CONTROL, IN THE STATE OF GEORGIA, CURRENT EDITION, AND CITY OF SANDY SPRINGS STANDARDS AND SPECIFICATIONS, CURRENT EDITION.
 3. ALL CONSTRUCTION SHALL CONFORM TO CITY OF SANDY SPRINGS O.S.A. AND/OR GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) STANDARDS AND SPECIFICATIONS, CURRENT EDITION.
 4. THE NOTATION "SEE AS SHOWN ON THE EROSION CONTROL PLAN SHEET(S) AND ON THE EROSION CONTROL DETAIL SHEET FOR THE EROSION AND SEDIMENT CONTROL, BEST MANAGEMENT PRACTICES, REFERS TO THE GEORGIA UNIFORM CONSTRUCTION DETAILS AS DETAILED IN THE MANUAL FOR EROSION AND SEDIMENT CONTROL, IN THE STATE OF GEORGIA, CURRENT EDITION.
 5. GENERAL STATEMENT OF DESIGNED EROSION CONTROL SYSTEM:
A. NO SURFACE WATER FLOW FROM ONSITE AREA TO BE ALLOWED INTO THE STORM SEWER SYSTEM WITHOUT FIRST BEING FILTERED BY AN EFFECTIVE SEDIMENT ENTRAPMENT DEVICE.
B. SEDIMENT ENTRAPMENT DEVICES ARE TO BE MAINTAINED AT ALL POINTS WHERE SURFACE FLOW FROM DISTURBED AREAS CAN LEAVE THE SITE. PLANS ARE TO BE DESIGNED TO ENTRAPMENT DEVICES THROUGHOUT CONSTRUCTION ACTIVITIES AND THE MAINTENANCE OF SHALL BE TEMPORARY DRAIN, AND OTHER GENERALLY ACCEPTED CONSTRUCTION PRACTICES IS REQUIRED.
 6. EROSION CONTROL MEASURES ARE TO BE ACCOMPANIED PRIOR TO ANY LAND DISTURBING ACTIVITIES ON-SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED. EROSION CONTROL MEASURES SHALL BE INSPECTED BY THE CONTRACTOR AT THE END OF EACH WORKING DAY AND AFTER EACH STORM EVENT TO ENSURE THAT ALL MEASURES ARE FUNCTIONING PROPERLY. ANY REPAIRS SHALL BE MADE BY THE CONTRACTOR.
 7. EROSION AND SEDIMENT CONTROL DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY LAND DISTURBING ACT. IT IS IMPERATIVE TO BE PLACED AS SHOWN AND/OR AS DIRECTED BY THE PROJECT ENGINEER, CITY OF SANDY SPRINGS INSPECTOR, AND/OR FULTON COUNTY INSPECTOR.
 8. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
 9. EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL THE EROSION. EROSION CONTROL MEASURES AS DIRECTED BY THE ON-SITE INSPECTOR OR THE DESIGN PROFESSIONAL.
 10. ANY DISTURBED AREA LEFT EXPOSED FOR 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
 11. EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES TO BE INSPECTED DAILY, AFTER EACH RAIN EVENT, AND REPAIRED AS NECESSARY.
 12. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DETERMINED NECESSARY BY ON-SITE INSPECTION.
 13. THE CONTRACTOR SHALL COMPLETELY REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (E.G. SILT FENCE, SEDIMENT TRAPS, ETC.) AND TREE PROTECTION FENCING ONCE PERMANENT VEGETATION IS ESTABLISHED.
 14. THE CONTRACTOR IS RESPONSIBLE FOR MONITORING DOWNSTREAM CONDITIONS THROUGHOUT THE CONSTRUCTION PERIOD AND FOR CLEANING ANY DEBRIS AND SEDIMENT THAT IS CAUSED BY CONSTRUCTION ACTIVITIES.
 15. ALL DISTURBED AREAS SHALL BE GRAZED BY THE SITEWORK CONTRACTOR AS SOON AS CONSTRUCTION PHASES PERMIT.
 16. WHEN HAND PLANTING MULCH (HAY OR STRAW) SHOULD BE UNIFORMLY SPREAD OVER SEEDING AREA WITHIN 24 HOURS OF SEEDING.
 17. DURING UNDESIRABLE GROWING SEASON, MULCH WILL BE USED AS A TEMPORARY COVER (DAYS) ON SLOPES 4:1 OR STEEPER, MULCH WILL BE ANCHORED.
 18. SILT FENCE SHALL MEET THE REQUIREMENT OF SECTION 17.1 "TYPE 'C' TEMPORARY SILT FENCE OF THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT), STANDARD SPECIFICATIONS, CURRENT EDITION, AND BE WIRE REINFORCED. ALL SILT FENCE SHALL BE TYPE 'C'.
 19. SEDIMENT STORAGE MAINTENANCE INDICATORS MUST BE INSTALLED IN SEDIMENT STORAGE STRUCTURES, INDICATING THE 10% FULL VOLUME FOR ALL OTHER TEMPORARY SEDIMENT BASINS, AND THE 10% FULL VOLUME FOR ALL OTHER TEMPORARY STORAGE STRUCTURES (E.G. CHECK DAMS, SILT FENCE, ETC.).
 20. MAINTENANCE OF ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES, WHETHER TEMPORARY OR PERMANENT, SHALL BE AT ALL TIMES THE RESPONSIBILITY OF THE CONTRACTOR.
 21. CONCENTRATED FLOW AREAS AND ALL SLOPES STEEPER THAN 2:1 WITH A HEIGHT OF TEN FEET OR GREATER SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL MATTING AND BLANKETS.
 22. PROPOSED DETENTION PONDS, DETENTION OUTLET CONTROL, STRUCTURES, AND ALL FULLY OPERATIONAL PRIOR TO ANY OTHER CONSTRUCTION OR GRADING ACTIVITIES.
 23. ALL PERMANENT GRADED EARTH SLOPES, EXCAVATION OR BURNHOUT CUT AND FILL SHALL BE GRADED TO A MAXIMUM FINISHED SLOPE OF TWO (2) FEET HORIZONTAL TO ONE (1) FOOT VERTICAL, MAXIMUM SLOPE 20:1.
 24. NO SENSITIVE AREAS (E.G. CULTURAL RESOURCES, BIODIVERSITY SPECIES, ARCHAEOLOGICAL SITES, HISTORICAL SITES, ETC.) EXIST ON, OR WITHIN, 200-FOOT OF THE PROJECT SITE.
 25. TO THE BEST OF OUR KNOWLEDGE, NO WETLANDS EXIST WITHIN 200-FOOT OF THE PROJECT LIMITS. NO WATERS OF THE STATE EXIST WITHIN 200-FOOT OF THE PROJECT LIMITS.

- PHASE I - INITIAL CLEARING & GRUBBING NOTES:**
1. PRIOR TO LAND DISTURBING ACTIVITY, THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE AREA SITE DEVELOPMENT INSPECTOR.
 2. FULL COORDINATION SHALL BE MAINTAINED BETWEEN THE CONTRACTOR, DESIGN PROFESSIONAL, AND THE REGULATORY INSPECTOR REGARDING PROJECT REQUIREMENTS.
 3. ALL STAGING AREAS, MATERIAL STORAGE AREAS, CONCRETE WASH-OUT AREAS, AND/OR DEBRIS BURN AND BURN HILLS SHALL BE LOCATED AT SETBACK DISTANCES FROM DESIGNATED TREE PROTECTION AREAS AND/OR STREAM BUFFERS AS REQUIRED BY LOCAL AND STATE REGULATIONS.
 4. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE AT ALL TIMES, POST OR DAY ONE.
 5. PRIOR TO COMMENCING LAND DISTURBING ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.
 6. PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION EXIT SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY AS SHOWN ON THE PLANS.
 7. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCES/EXITS, ALL PERMITS EROSION CONTROL AND STORMWATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE CLEARING PHASE OF THE EROSION CONTROL PLAN.
 8. TYPE "C" SILT FENCE SHOULD BE INSTALLED AT THE PERIMETER OF THE DISTURBED AREA AS SHOWN ON THE PLAN. SILT SHOULD BE REMOVED WHEN ACCUMULATION REACHES HALF THE HEIGHT OF THE BARRIER. THE PERIMETER SILT FENCE SHOULD BE INSPECTED DAILY FOR ANY FAILURES. ANY FAILURES OF SAIL FENCING SHOULD BE REPAIRED IMMEDIATELY.
 9. INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL EXISTING STORM STRUCTURES AS SHOWN ON THE PLAN.
 10. LOCATE SITE WATERBAY/LANDS.
 11. ESTABLISH FULL IMPLEMENTATION OF TEMPORARY SEDIMENT STORAGE.
 12. STONE CHECK DAMS SHALL BE INSTALLED IN AREAS OF CONCENTRATED FLOW, AS NECESSARY.
 13. TREE PROTECTION FENCING AND STREAM BUFFER LIMITS SHOULD BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBING ACTIVITY AND MAINTAINED UNTIL FINAL LANDSCAPE IS INSTALLED. THE TREE PROTECTION FENCING SHOULD BE INSPECTED DAILY. ANY FAILURES OF SAIL FENCING SHOULD BE REPAIRED IMMEDIATELY.
 14. AFTER INSTALLATION OF INITIAL EROSION CONTROL MEASURES, THE SITE CONTRACTOR SHALL SCHEDULE AN INSPECTION BY THE PROJECT DESIGN PROFESSIONAL. ALL OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR WITH THE PROJECT PROFESSIONAL APPROVES THE INSTALLATION OF SAIL EROSION MEASURES. IF UNDESIRABLE CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST CONSTRUCT ANY ADDITIONAL EROSION CONTROL DEVICES DEEMED NECESSARY BY THE SITE INSPECTION WITH CONSULTATION WITH THE DESIGN PROFESSIONAL.
 15. AFTER APPROVAL OF THE INITIAL EROSION CONTROL, THE CONTRACTOR SHALL PROCEED WITH CLEARING AND GRUBBING ACTIVITIES. AS CLEARING PROGRESSES, THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT POND AND OVERFLOW DRAINS AS SHOWN ON THE CLEARING PHASE PLAN TO CONTROL EROSION AND STORMWATER RUNOFF.
 16. FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS (E.G., MANDATORY STOP WORK ORDER).
- PHASE II - INTERMEDIATE GRADING & TEMPORARY VEGETATION NOTES:**
1. FULL COORDINATION SHALL BE MAINTAINED BETWEEN THE CONTRACTOR, DESIGN PROFESSIONAL, AND THE REGULATORY INSPECTOR REGARDING PROJECT REQUIREMENTS.
 2. SEDIMENT SHALL NOT BE WASHED INTO INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT TRAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS AGAIN.
 3. THE CONTRACTOR SHALL MAINTAIN ALL SEDIMENT STORAGE AND EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE POND WHEN IT REACHES THE CLEAN-OUT ELEVATION SHOWN ON THE PLANS.
 4. AFTER CURBING, GRADED AGGREGATE BASE, AND PAVEMENT HAS BEEN INSTALLED, ALL INLET SEDIMENT TRAPS ON SINGLE AND DOUBLE HUNG CATCH BASINS ALONG WITH ANY CURB INLETS SHALL BE REMOVED AND REPLACED WITH CURB FILTER INLET PROTECTION.
 5. ALL ROADWAY AND SHOULDERS SHOULD BE GRAZED AS SOON AS FINAL GRADE IS ACHIEVED BEHIND CURBS.
 6. SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED DAILY AND AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF OF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.
- PHASE III - FINAL STORMWATER MANAGEMENT & PERMANENT VEGETATION NOTES:**
1. FULL COORDINATION SHALL BE MAINTAINED BETWEEN THE CONTRACTOR, DESIGN PROFESSIONAL, AND THE REGULATORY INSPECTOR REGARDING PROJECT REQUIREMENTS.
 2. SEDIMENT SHALL NOT BE WASHED INTO INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT TRAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS AGAIN.
 3. THE CONTRACTOR SHALL MAINTAIN ALL SEDIMENT STORAGE AND EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE POND WHEN IT REACHES THE CLEAN-OUT ELEVATION SHOWN ON THE PLANS.
 4. AFTER CURBING, GRADED AGGREGATE BASE, AND PAVEMENT HAS BEEN INSTALLED, ALL INLET SEDIMENT TRAPS ON SINGLE AND DOUBLE HUNG CATCH BASINS ALONG WITH ANY CURB INLETS SHALL BE REMOVED AND REPLACED WITH CURB FILTER INLET PROTECTION.
 5. ALL ROADWAY AND SHOULDERS SHOULD BE GRAZED AS SOON AS FINAL GRADE IS ACHIEVED BEHIND CURBS.
 6. SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED DAILY AND AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF OF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

- PHASE II - INTERMEDIATE GRADING & TEMPORARY VEGETATION NOTES (CONT.):**
8. ALL SLOPES STEEPER THAN 2:1 AND WITH A HEIGHT OF 10 FEET OR GREATER, AND CUTS AND FILL WITH STREAM BUFFERS, SHALL BE STABILIZED WITH THE APPROPRIATE EROSION CONTROL MATTING OR BLANKETS.
 9. TYPE "C" SILT FENCE SHALL BE PLACED AT THE TOE OF ALL DIRT STOCK PILE AREAS.
 10. INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL OUTLET HEADWALL LOCATIONS AS SOON AS THE HEADWALL IS CONSTRUCTED.
 11. STORM DRAIN OUTLET PROTECTION SHALL BE PLACED AT ALL OUTLET HEADWALL LOCATIONS AS SOON AS THE HEADWALL IS CONSTRUCTED.
 12. STONE CHECK DAMS SHALL BE INSTALLED IN AREAS OF CONCENTRATED FLOW, AS NECESSARY.
 13. AFTER PRELIMINARY CLEARING AND GRADING ACTIVITIES, THE CONTRACTOR SHALL CONSTRUCT ALL TEMPORARY SEDIMENT BASINS AND OVERFLOW DRAINS AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN THE TEMPORARY SEDIMENT POND UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE POND WHEN IT REACHES THE CLEAN-OUT ELEVATION AS SHOWN ON THE PLANS.
 14. SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED DAILY AND AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF OF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.
 15. THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1/2" S.F. STONE, AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEAN-OUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM A VEHICLE OR FROM THE SITE ONTO PUBLIC ROADWAY OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
 16. FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS (E.G., MANDATORY STOP WORK ORDER).
- PHASE III - FINAL STORMWATER MANAGEMENT & PERMANENT VEGETATION NOTES:**
1. FULL COORDINATION SHALL BE MAINTAINED BETWEEN THE CONTRACTOR, DESIGN PROFESSIONAL, AND THE REGULATORY INSPECTOR REGARDING PROJECT REQUIREMENTS.
 2. SEDIMENT SHALL NOT BE WASHED INTO INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT TRAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS AGAIN.
 3. THE CONTRACTOR SHALL MAINTAIN ALL SEDIMENT STORAGE AND EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE POND WHEN IT REACHES THE CLEAN-OUT ELEVATION SHOWN ON THE PLANS.
 4. AFTER CURBING, GRADED AGGREGATE BASE, AND PAVEMENT HAS BEEN INSTALLED, ALL INLET SEDIMENT TRAPS ON SINGLE AND DOUBLE HUNG CATCH BASINS ALONG WITH ANY CURB INLETS SHALL BE REMOVED AND REPLACED WITH CURB FILTER INLET PROTECTION.
 5. ALL ROADWAY AND SHOULDERS SHOULD BE GRAZED AS SOON AS FINAL GRADE IS ACHIEVED BEHIND CURBS.
 6. SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED DAILY AND AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF OF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	13	17

ATKINS
1600 RIVERIDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-533-0880



ATKINS
JOB NO. 100051166
DRAWN: CLM
DESIGNED: CLM
CHECKED: JOB
OC

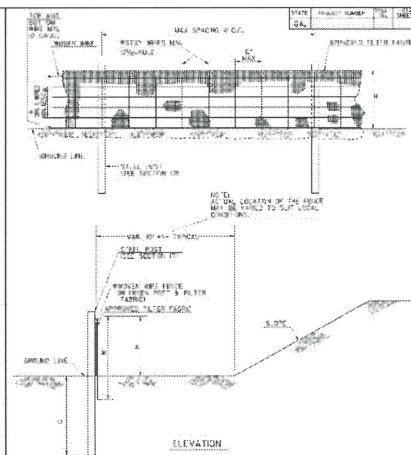
DATE	REVISIONS

CITY OF SANDY SPRINGS PUBLIC WORKS EROSION CONTROL GENERAL NOTES	DUDLEY LANE SIDEWALK PROJECT	DRAWING NO. 51-01
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CITY OF SANDY SPRINGS PUBLIC WORKS	
EROSION CONTROL CONSTRUCTION DETAILS	
DUDLEY LANE SIDEWALK PROJECT	DRAWING NO. 56-01

1. *Identify the main idea of the passage.*



SINGLE ROW TYRE C SILT FENCE WITH WOVEN WIRE SUPPORT

- [illegible]

DATE	DEPARTMENT OF TRANSPORTATION	
	STATE OF GEORGIA	
SECTION	CONSTRUCTION DETAILS	
	TEMPORARY SILT FENCE	
NO SCALE	BY: AND REVISION JAN. 20	NUMBER
BY		D-24A

CITY OF SANDY SPRINGS PUBLIC WORKS	
EROSION CONTROL CONSTRUCTION DETAILS	
DUDLEY LANE SIDEWALK PROJECT	DRAWING NO. 56-02

EXHIBIT 'B'

(1)

N/F

KRISTIN STOCKTON
TAX ID 17011900010399
4721 DUDLEY LN

LOT SIZE: +/- 0.81 ACRES
DRIVEWAY EASEMENT AREA: 730 SQ. FT.

(2)

N/F

DAVID & SHERI
RADASZEWSKI
TAX ID 17011900010373
4731 DUDLEY LN

LOT SIZE: +/- 0.59 ACRES
DRIVEWAY EASEMENT AREA: 101 SQ. FT.

N/F
CHARLES & PAIGE
HONEYCUTT
TAX ID 17011900010381

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100051166	17	17

N/F
GORKY & MICHELLE
URQUIETA
TAX ID 17011900010332
4711 DUDLEY LN

REMOVE DRIVEWAY
EASEMENT, DRIVEWAY,
APRON, SIDEWALK AND CURB
AND GUTTER FROM PROJECT.
END SIDEWALK AND C&G AT
AT STA. 130+21.42

DRIVEWAY EASEMENT
(101 SQ. FT.)

DRIVEWAY EASEMENT
(311 SQ. FT.)

DRIVEWAY EASEMENT
(119 SQ. FT.)

EXISTING RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

RIGHT-OF-WAY

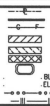
END DRIVEWAY
EASEMENT ACQUISITION
STA. 130+45.44

BEGIN DRIVEWAY
EASEMENT ACQUISITION
STA. 129+34.87

CURVE #1

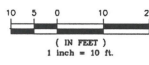
PI STATION: 129+89.1214
X = 2227361.9428 Y = 1412956.4447
DELTA = 5° 57' 18.7" RT
TANGENT = 119.9013
DEGREE = 2° 29' 8.2"
RADIUS = 2305.098
LENGTH = 239.5866
CHORD = 239.4788

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTRUCTION
& MAINTENANCE OF SLOPES
EASEMENT FOR CENTER OF SLOPES
PARCEL NUMBER
FROM LIMIT OF ACCESS
END LIMIT OF ACCESS
EXIST. LIMIT OF ACCESS
PROD. R/W & LIMIT OF ACCESS



ATKINS
1600 RIVERIDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280

SANDY SPRINGS
GEORGIA



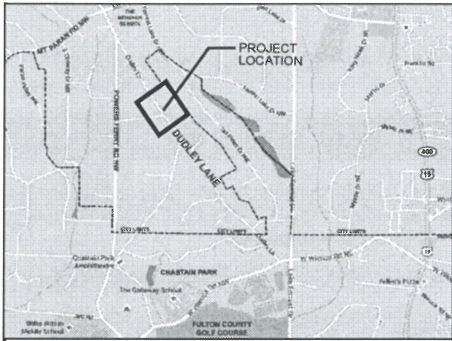
ATKINS
JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC



DATE	REVISIONS
12-4-2020	1. REMOVE DRIVEWAY FROM PROJECT

LEGEND

LD-TS	LAND DISTURBANCE LIMIT AND TREE SAVE/PROTECTION FENCING
CITY OF SANDY SPRINGS PUBLIC WORKS	
ROW PLAN	
DUDLEY LANE SIDEWALK PROJECT	DRAWING NO. 60-01



LOCATION SKETCH NTS



SANDY SPRINGS
GEORGIA

CITY OF SANDY SPRINGS

MAYOR, RUSTY PAUL
CITY COUNCIL DISTRICT 1: JOHN PAULSON
CITY COUNCIL DISTRICT 2: STEVE SOTERES
CITY COUNCIL DISTRICT 3: CHRIS BURNETT
CITY COUNCIL DISTRICT 4: JODY REICHEL
CITY COUNCIL DISTRICT 5: TIBERIO "TIBBY" DEJULIO
CITY COUNCIL DISTRICT 6: ANDY BAUMAN
CITY MANAGER: ANDREA SURRATT

FUNCTIONAL CLASS:
MINOR STREET

THIS PROJECT IS 100% IN FULTON COUNTY AND
IS 100% IN CONGRESSIONAL DISTRICT NUMBER 11.

LAND DISTRICT NUMBER: 17
LAND LOT: 119,120

SPEED LIMIT: 25 MPH
SPEED DESIGN: 25 MPH

DESIGNED IN ENGLISH UNITS.

THIS PROJECT HAS BEEN PREPARED USING THE
HORIZONTAL GEORGIA COORDINATE SYSTEM OF
(NAD83)/11 WEST ZONE, AND THE NORTH AMERICAN
VERTICAL DATUM (NAVD) OF 1988.

THIS PROJECT HAS BEEN DESIGNED TO COMPLY WITH
TITLE II PROVISIONS OF THE AMERICANS WITH DISABILITY
ACT (ADA).

PROJECT DISTURBED AREA: 2,469 SQ. FT / 0.06 ACRES
A NOTICE OF INTENT (NOI) IS NOT REQUIRED BY LAW.

PROJECT GPS LOCATIONS:
BEGINNING STATION: 31.143931N, -84.284901W
ENDING STATION: 34.150252N, -84.275829W

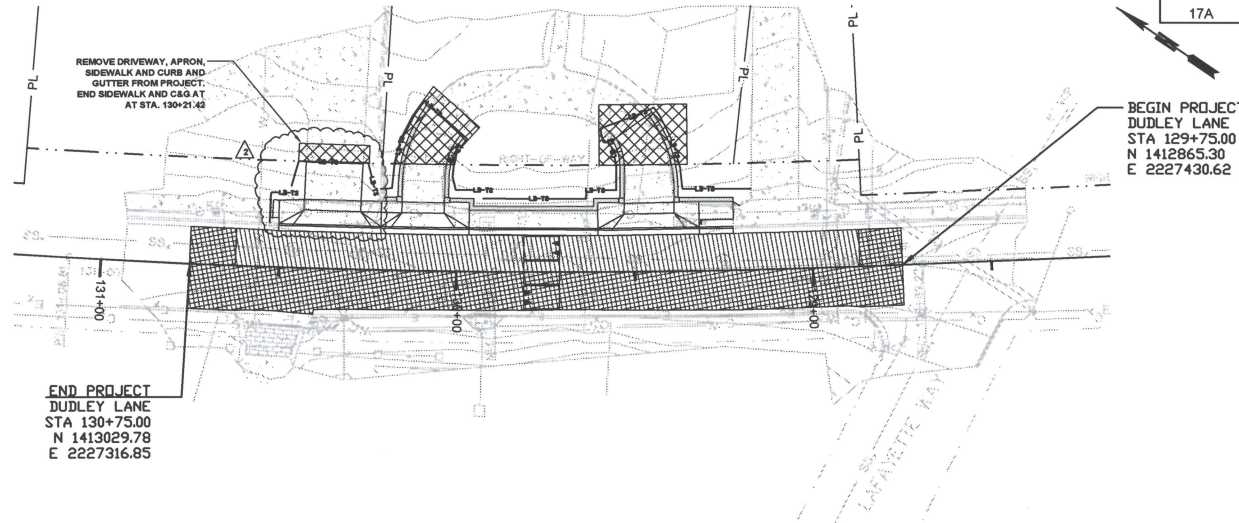
DATA FOR THIS PROJECT WAS ACQUIRED BY SURVEY BY ATKINS DATED FEBRUARY, 2020.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY
INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED
UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS.
HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT
BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS
SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

CITY OF SANDY SPRINGS DEPARTMENT OF PUBLIC WORKS FULTON COUNTY, GEORGIA CONSTRUCTION PLANS FOR DUDLEY LANE SIDEWALK PROJECT

(AT ADDRESS 4717, 4721, AND 4731 DUDLEY LANE)

CITY OF SANDY SPRINGS PIN: T6016-2



PROJECT LOCATION MAP



LENGTH OF PROJECT	DUDLEY LANE
NET LENGTH OF ROADWAY	100 LINEAR FEET
NET LENGTH OF BRIDGES	—
NET LENGTH OF PROJECT	100 LINEAR FEET
NET LENGTH OF EXCEPTION	—
GROSS LENGTH OF PROJECT	100 LINEAR FEET



STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	T6016-2	1	17

INDEX		
SHEET NUMBER	DESCRIPTION	DRAWING NUMBER
1	COVER SHEET	
2	GENERAL NOTES	04-01
3	TYPICAL SECTIONS	05-01
4	SUMMARY OF QUANTITIES	06-01
5	LAYOUT PLAN	11-01
6-8	CROSS SECTIONS	23-01 TO 23-03
9	RETAINING WALL ENVELOPE	31-01
10	PROFILES	33-01
11-12	CONSTRUCTION DETAILS	40-01 TO 40-02
13	EROSION CONTROL GENERAL NOTES	51-01
14	EROSION CONTROL PLAN	54-01
15-16	EROSION CONTROL CONSTRUCTION DETAILS	56-01-56-02
17	ROW PLAN	60-01
17A	ROW TABLE	60-02

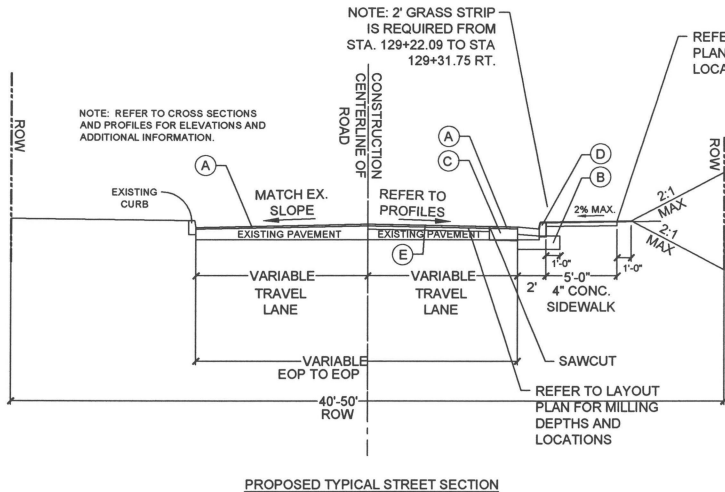


ATKINS

1600 RIVEREDGE PARKWAY, NW, SUITE 700
ATLANTA GEORGIA 30328
PH: 770.933.0280

PLANS COMPLETED — MARCH 10, 2020
REVISIONS:
1. PLAN REVISIONS — SEPTEMBER 29, 2020
2. PLAN REVISIONS REMOVED DRIVEWAY — DECEMBER 4, 2020

M:\COSS - Task Order 16-024 - Dudley Lane Sidewalk Project\DWG\05 TYPICAL SECTIONS.dwg Oct 06, 2020 - 1:58pm HAYES741



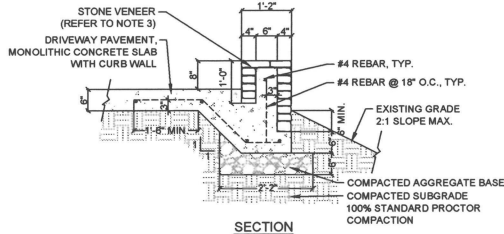
PAVEMENT MATERIAL SCHEDULE

- (A) 1.5" RECYCLED ASPH.CONC. 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME
- (B) GRADED AGGREGATE BASE COURSE, 12"
- (C) CLASS "B" CONCRETE PAVEMENT WIDENING, 10" THICK. AS NEEDED. MAX 3' WIDTH.
- (D) CONCRETE CURB AND GUTTER 05-01/4 AND GDOT STD. 9032B 6"x24", TYPE 2
- (E) MINIMUM 5 INCH MILLING, PROOF ROLLING, AND PAVING WITH 12.5MM RECYCLED ASPHALT CONCRETE AT A RATE OF 385 LBS. / SQUARE YARD AT A DEPTH OF 3.5 INCHES AND SURFACE FINISH COURSE WITH 9.5MM RECYCLED ASPHALT CONCRETE SUPERPAVE, TYPE II, GP 2 ONLY AT A RATE OF 165 LBS. / SQUARE YARD AT A DEPTH OF 1.5 INCHES, UNLESS OTHERWISE NOTED.

NOTE:

1. BITUM TACK COAT TO BE APPLIED BETWEEN THE LAYERS OF ASPHALT.
2. REFER TO LAYOUT PLAN FOR EXISTING AND PROPOSED ROW LOCATIONS.
3. MAINTAIN EXISTING CROWN OF ROADWAY.

- NOTE:
- CONTRACTOR TO PROVIDE STONE AND MORTAR COLOR SAMPLES FOR CITY REPRESENTATIVE APPROVAL.
1. STONE TO BE SET WITH HIGH STRENGTH MORTAR. MORTAR JOINTS SHALL BE NO LARGER THAN 1/4 INCH.
 2. STONE VENEER TO BE 2" THICK AND MIN. 4" TO MAX. 12" LENGTH STONE PIECES.
 3. THE END OF STONE CURB WALL SHALL TAPER 4" TO MATCH DRIVEWAY ELEVATION FLUSH.

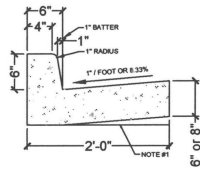


DRIVEWAY NO. 1:
STA. 129+38.86 (20.83' RT.) TO STA. 129+45.85 (44.19' RT.)
STA. 129+52.94 (20.73' RT.) TO STA. 129+55.18 (37.68' RT.)

DRIVEWAY NO. 2:
STA. 129+99.28 (38.58' RT.) TO STA. 130+03.54 (20.72' RT.)
STA. 130+08.15 (46.06' RT.) TO STA. 130+15.58 (20.74' RT.)

1
05-01

STONE CURB WALL DETAIL
N.T.S.

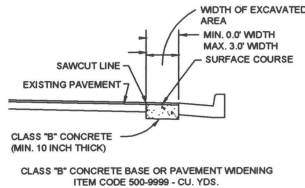


NOTES:

1. AT CONTRACTOR'S OPTION THE GUTTER THICKNESS MAY BE INCREASED AT EDGE OF PAVEMENT TO MAKE BOTTOM OF GUTTER PARALLEL WITH PAVING OF BASE COURSE, BUT THE GUTTER THICKNESS MUST NOT BE LESS THAN THE SPECIFIED 6" OR 8" AT ANY POINT.
2. DETAIL SAME AS GDOT STD 9032B CONCRETE CURB AND GUTTER, TYPE 2 EXCEPT FOR WIDTH TO BE 2'-0".

2
05-01

GDOT TYPE 2 (6"x24") CONCRETE CURB AND GUTTER
N.T.S.

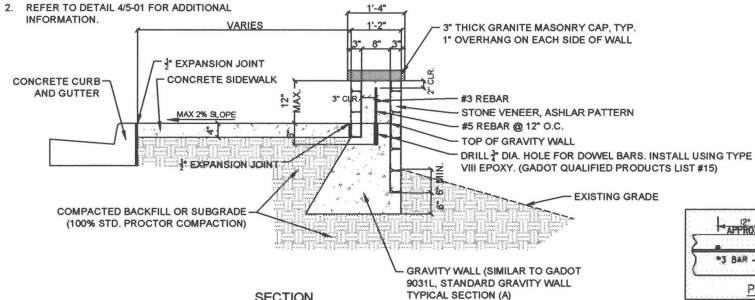


IN EXCAVATED AREAS BETWEEN THE EXISTING PAVING AND NEW CURB & GUTTER OR NEW SHOULDER THAT ARE 3'-0" OR LESS IN WIDTH, CLASS "B" CONCRETE SHALL BE USED. PAYMENT WILL BE MADE UNDER "CLASS B CONCRETE BASE AND PAVEMENT WIDENING."

3
05-01

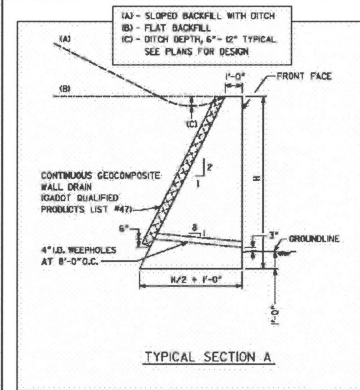
CLASS "B" CONCRETE BASE OR WIDENING DETAIL
N.T.S.

- NOTES:
1. CONTRACTOR TO PROVIDE STONE, CAP & MORTAR COLOR SAMPLES FOR APPROVAL BY LANDSCAPE ARCHITECT OR CITY REPRESENTATIVE PRIOR TO ORDERING.
 2. REFER TO DETAIL 4/5-01 FOR ADDITIONAL INFORMATION.



SECTION

WALL NO. 1 = STA. 129+21.96 (19.26' RT.) TO STA. 129+37.37 (19.48' RT.)
WALL NO. 2 = STA. 129+54.46 (19.40' RT.) TO STA. 130+02.03 (19.39' RT.)
WALL NO. 3 = STA. 130+17.09 (19.42' RT.) TO STA. 130+20.15 (19.42' RT.)



GADOT STD. 9031L GRAVITY WALL

MAXIMUM "H"*			
BACKSLOPE	TYP. SECTION A	TYP. SECTION B	TYP. SECTION C
FLAT	8'-6"	10'-0"	10'-0"
SLOPE TO 4H	6'-3"	7'-0"	7'-0"
SLOPE TO 2H	4'-6"	4'-9"	4'-9"

* GREATER "H" PERMITTED IF APPROVED BY BRIDGE DESIGN.

** TYPICAL SECTION B SHALL HAVE A MINIMUM "H" OF 3'-8"

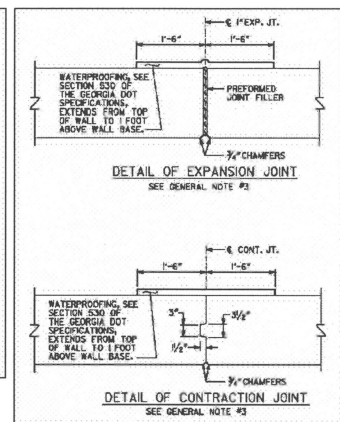
** TYPICAL SECTION C SHALL HAVE A MINIMUM "H" OF 4'-6"

GADOT STD. 9031L GRAVITY WALL NOTES:

1. CONTRACTOR TO PROVIDE STONE, CAP & MORTAR COLOR SAMPLES FOR APPROVAL BY LANDSCAPE ARCHITECT OR CITY REPRESENTATIVE PRIOR TO ORDERING.
2. GRANITE WALLS SHALL NOT BE USED WHEN HORIZONTAL DISTANCE FROM EDGE OF TRAVEL WAY TO FRONT FACE OF WALL IS LESS THAN (H+1'-0").
3. EXPANSION JOINTS SHALL BE LOCATED AT A MAXIMUM SPACING OF 80'-0" AND EXTEND THROUGH THE WALL. CONTRACTION JOINTS SHALL BE LOCATED AT A MAXIMUM SPACING OF 30'-0".
4. GRAVITY WALLS WITH A VERTICAL FRONT FACE SHALL BE PAID FOR AS "CLASS B CONCRETE OR MORTAR RUBBLE MASONRY, RETAINING WALL". GRAVITY WALLS WITH A BARRIER FRONT FACE SHALL BE PAID FOR AS "CLASS A CONCRETE, RETAINING WALL". WATERPROOFING, JOINT FILLER, WALL DRAIN, AND OTHER INCIDENTAL ITEMS SHALL BE INCLUDED IN OVERALL BID SUBMITTAL.
5. FINISHED EXPOSED SURFACES OF THE WALL WITH A TYPE III FINISH.
6. APPLY GRAFFITI PROOF COATING AS PER SECTIONS 500 AND 636 OF THE GEORGIA DOT SPECIFICATIONS.
7. GRAVITY WALL TYPICAL SECTIONS A, B, AND C HAVE BEEN DESIGNED PER THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 7TH EDITION, 2014.

4
05-01

RETAINING WALL DETAIL (SIMILAR TO GADOT 9031L STD. GRAVITY WALL)
N.T.S.



GRAVITY WALLS DESIGNED FOR THE FOLLOWING SOIL PROPERTIES†	
FOUNDATION	BACKFILL
COHESION = 0 PSF	0 PSF
φ = 28°	28°
UNIT WEIGHT = 120 PCF	120 PCF

ATKINS

1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280



ATKINS

JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC _____

NOT VALID FOR CONSTRUCTION
UNLESS SIGNED IN THIS BLOCK

DATE	REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS

TYPICAL SECTIONS

DUDLEY LANE
SIDEWALK PROJECT

DRAWING NO.
05-01

HA\COSS - Task Order 16-024 - Dudley Lane Sidewalk Project\A\UDLEY LANE DRIVEWAY\QAD\06 SUMMARY OF QUANTITIES.dwg Dec 04, 2020 - 11:00am WALKS994

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	4	17

1

SUMMARY OF QUANTITIES

Item Number	Unit	Item Description	Quantity
150-1000	LS	TRAFFIC CONTROL	1
163-0232	AC	TEMPORARY GRASSING	0.1
163-0240	TN	MULCH	1
163-0550	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	2
165-0010	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	165
165-0105	EA	MAINTENANCE OF INLET SEDIMENT TRAP	2
167-1000	EA	WATER QUALITY MONITORING AND SAMPLING	2
167-1500	MO	WATER QUALITY INSPECTIONS	4
165-0001	LF	COMPOST FILTER SOCK	30
171-0010	LF	TEMPORARY SILT FENCE, TYPE A	300
210-0100	LS	GRADING COMPLETE-PROJECT	1
310-5120	SY	GR AGGR BASE CRS, 12 INCH, INCL MATL	18
402-3103	TN	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2, INCL BITUM MATL & H LIME	40
402-3113	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	40
413-1000	GL	BITUM TACK COAT	55
432-0206	SY	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	280
432-5010	SY	MILL ASPH CONC PVMT, VARIABLE DEPTH	200
441-0016	SY	DRIVEWAY CONCRETE, 6 IN TK (INCLUDES CURB WALL CONCRETE)	106
441-0104	SY	CONCRETE SIDEWALK, 4 IN (INCLUDES DETECTABLE WARNING SURFACE)	27
441-4020	SY	CONCRETE VALLEY GUTTER, 6 IN	56
441-6012	LF	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	50
UNDEF	CY	RETAINING WALL, CLASS B CONCRETE	25
UNDEF	SF	STONE FACING (FOR RETAINING WALL)	400
UNDEF	EA	STONE COLUMN COMPLETE	4
UNDEF	SF	CURB WALL STONE FACING	400
UNDEF	LF	RETAINING WALL STONE CAP	65
511-1000	LBS	BAR REINFORCED STEEL (INCLUDES CURB WALL AND RETAINING WALL)	700
611-8120	EA	ADJUST/ RELOCATE EXIST WATER VALVE/WATER METER BOX TO GRADE	1
611-8000	EA	ADJUST CATCH BASIN TO GRADE	1
643-8200	LF	BARRIER FENCE (ORANGE), 4 FT - TREE PROTECTION	300
670-0001	EA	RELOCATE EXIST MAILBOX	1
700-7000	TN	AGRICULTURAL LIME	0.25
700-8000	TN	FERTILIZER MIXED GRADE	0.2
700-8100	LB	FERTILIZER NITROGEN CONTENT	15
700-9300	SY	SOD	30
708-1000	CY	PLANT TOPSOIL	5
708-9025	SY	LANDSCAPE MULCH	10
UNDEF	LS	RUBBER CUSHIONS (PROVIDED BY COSS) INSTALL ONLY, INCLUDES PAVEMENT MARKINGS	1
999-9000	ALLOW	MISCELLANEOUS CONSTRUCTION ALLOWANCE	1

THE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES OF THE ITEMS TO CONSTRUCT THE PROJECT AS INDICATED IN THE CONSTRUCTION DRAWINGS. THIS MAY INCLUDE THE CONSTRUCTION OF ITEMS NOT PRESENT IN THE DETAILED ESTIMATE OF THE SUMMARY OF QUANTITIES OR THE BID SCHEDULE UNIT PRICES.

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SUITE 700
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770-933-0280



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DESIGNED CLH
CHECKED JDB
QC



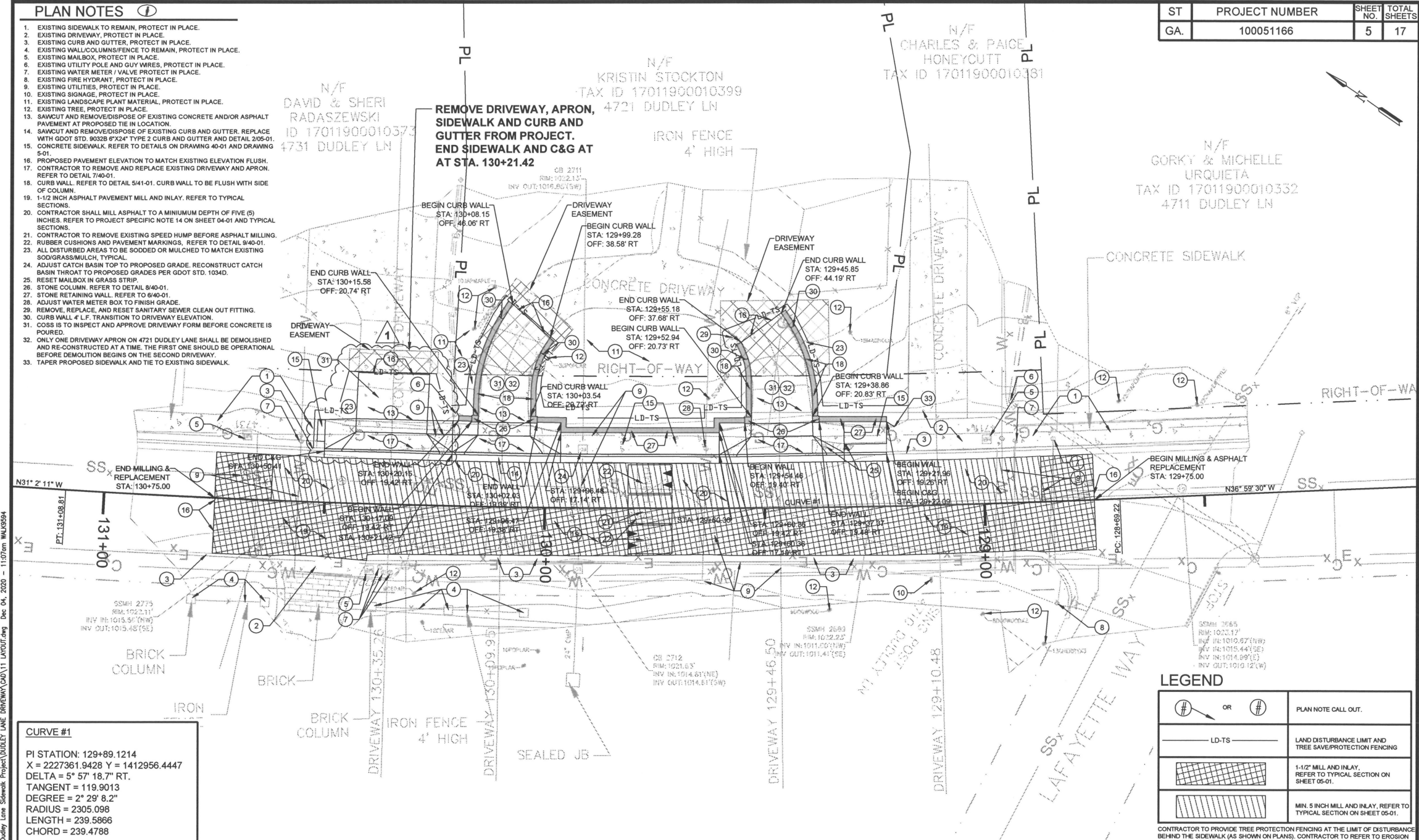
DATE	REVISIONS
12-4-2020	1. REMOVE DRIVEWAY FROM PROJECT

CITY OF SANDY SPRINGS PUBLIC WORKS
SUMMARY OF QUANTITIES
DUDLEY LANE SIDEWALK PROJECT
DRAWING NO. 06-01

PLAN NOTES

- EXISTING SIDEWALK TO REMAIN, PROTECT IN PLACE.
- EXISTING DRIVEWAY, PROTECT IN PLACE.
- EXISTING CURB AND GUTTER, PROTECT IN PLACE.
- EXISTING WALL/COLUMNS/FENCE TO REMAIN, PROTECT IN PLACE.
- EXISTING MAILBOX, PROTECT IN PLACE.
- EXISTING UTILITY POLE AND GUY WIRES, PROTECT IN PLACE.
- EXISTING WATER METER / VALVE, PROTECT IN PLACE.
- EXISTING FIRE HYDRANT, PROTECT IN PLACE.
- EXISTING UTILITIES, PROTECT IN PLACE.
- EXISTING SIGNAGE, PROTECT IN PLACE.
- EXISTING LANDSCAPE PLANT MATERIAL, PROTECT IN PLACE.
- EXISTING TREE, PROTECT IN PLACE.
- SAWCUT AND REMOVE/DISPOSE OF EXISTING CONCRETE AND/OR ASPHALT PAVEMENT AT PROPOSED TIE IN LOCATION.
- SAWCUT AND REMOVE/DISPOSE OF EXISTING CURB AND GUTTER, REPLACE WITH GDOT STD. 9032B 6"x24" TYPE 2 CURB AND GUTTER AND DETAIL 2/05-01.
- CONCRETE SIDEWALK. REFER TO DETAILS ON DRAWING 40-01 AND DRAWING 5-01.
- PROPOSED PAVEMENT ELEVATION TO MATCH EXISTING ELEVATION FLUSH.
- CONTRACTOR TO REMOVE AND REPLACE EXISTING DRIVEWAY AND APRON. REFER TO DETAIL 7/40-01.
- CURB WALL. REFER TO DETAIL 5/41-01. CURB WALL TO BE FLUSH WITH SIDE OF COLUMN.
- 1-1/2 INCH ASPHALT PAVEMENT MILL AND INLAY. REFER TO TYPICAL SECTIONS.
- CONTRACTOR SHALL MILL ASPHALT TO A MINIMUM DEPTH OF FIVE (5) INCHES. REFER TO PROJECT SPECIFIC NOTE 14 ON SHEET 04-01 AND TYPICAL SECTIONS.
- CONTRACTOR TO REMOVE EXISTING SPEED HUMP BEFORE ASPHALT MILLING.
- RUBBER CUSHIONS AND PAVEMENT MARKINGS. REFER TO DETAIL 9/40-01.
- ALL DISTURBED AREAS TO BE SODED OR MULCHED TO MATCH EXISTING SOD/GRASS/MULCH, TYPICAL.
- ADJUST CATCH BASIN TOP TO PROPOSED GRADE. RECONSTRUCT CATCH BASIN THROAT TO PROPOSED GRADES PER GDOT STD. 103MD.
- RESET MAILBOX IN GRASS STRIP.
- STONE COLUMN. REFER TO DETAIL 8/40-01.
- STONE RETAINING WALL. REFER TO DETAIL 8/40-01.
- ADJUST WATER METER BOX TO FINISH GRADE.
- REMOVE, REPLACE, AND RESET SANITARY SEWER CLEAN OUT FITTING.
- CURB WALL 4' L.F. TRANSITION TO DRIVEWAY ELEVATION.
- COSS IS TO INSPECT AND APPROVE DRIVEWAY FORM BEFORE CONCRETE IS POURED.
- ONLY ONE DRIVEWAY APRON ON 4721 DUDLEY LANE SHALL BE DEMOLISHED AND RE-CONSTRUCTED AT A TIME. THE FIRST ONE SHOULD BE OPERATIONAL BEFORE DEMOLITION BEGINS ON THE SECOND DRIVEWAY.
- TAPER PROPOSED SIDEWALK AND TIE TO EXISTING SIDEWALK.

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	5	17



CURVE #1

PI STATION: 129+89.1214
 X = 2227361.9428 Y = 1412956.4447
 DELTA = 5° 57' 18.7" RT.
 TANGENT = 119.9013
 DEGREE = 2° 29' 8.2"
 RADIUS = 2305.098
 LENGTH = 239.5866
 CHORD = 239.4788

LEGEND	
# OR #	PLAN NOTE CALL OUT.
LD-TS	LAND DISTURBANCE LIMIT AND TREE SAVE/PROTECTION FENCING
[Hatched Box]	1-1/2" MILL AND INLAY. REFER TO TYPICAL SECTION ON SHEET 05-01.
[Hatched Box]	MIN. 5 INCH MILL AND INLAY, REFER TO TYPICAL SECTION ON SHEET 05-01.

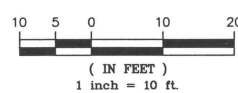
CONTRACTOR TO PROVIDE TREE PROTECTION FENCING AT THE LIMIT OF DISTURBANCE BEHIND THE SIDEWALK (AS SHOWN ON PLANS). CONTRACTOR TO REFER TO EROSION CONTROL PLANS FOR SILT FENCE LOCATIONS.

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTRUCTION
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES
 PARCEL NUMBER
 BEGIN LIMIT OF ACCESS
 END LIMIT OF ACCESS
 EXIST. LIMIT OF ACCESS
 RECD R/W & LIMIT OF ACCESS

ATKINS

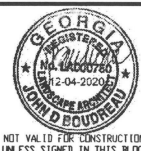
1600 RIVEREDGE PARKWAY, NW
 SUITE 700
 ATLANTA, GEORGIA 30328
 770-933-0280

SANDY SPRINGS
 GEORGIA



ATKINS

JOB NO. 100051166
 DRAWN CLH
 DESIGNED CLH
 CHECKED JDB
 QC.



DATE	REVISIONS
12-4-2020	1. REMOVE DRIVEWAY FROM PROJECT

CITY OF SANDY SPRINGS
 PUBLIC WORKS

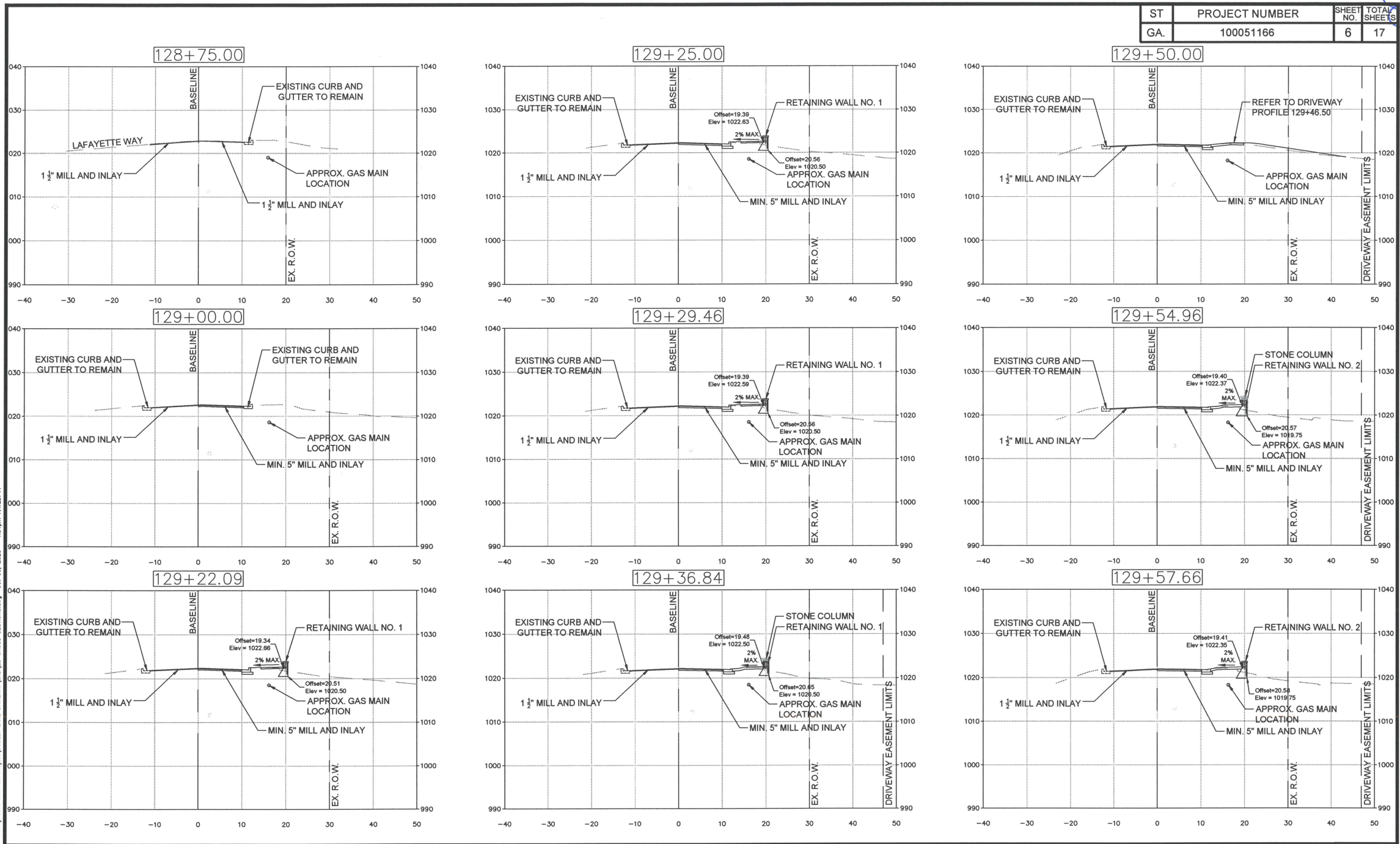
LAYOUT PLAN

DUDLEY LANE
 SIDEWALK PROJECT

DRAWING NO.
 11-01

M:\CROSS - Task Order 16-024 - Dudley Lane Sidewalk Project\DUDLEY LANE DRIVEWAY\040111 LAYOUT.dwg Dec 04, 2020 - 11:07am WALKUS94

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	6	17

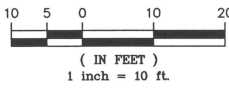


M:\C055 - Task Order 16-024 - Dudley Lane Sidewalk Project\Drawings\DWG\23 CROSS SECTIONS.dwg Oct 06, 2020 - 1:51pm HAYES/741



1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280







JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC. _____

NOT VALID FOR CONSTRUCTION
UNLESS SIGNED IN THIS BLOCK

DATE	REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS

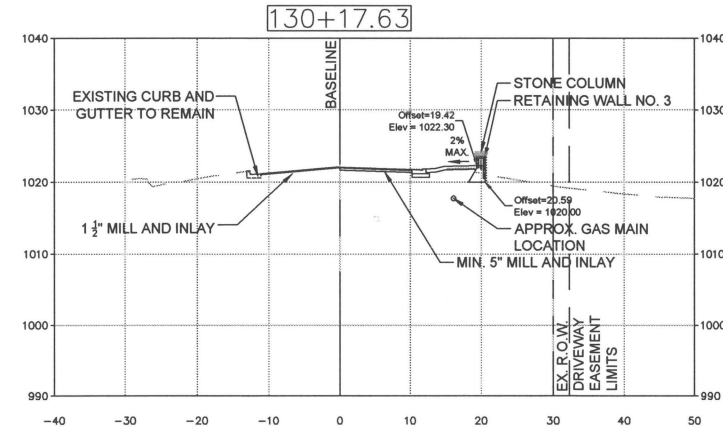
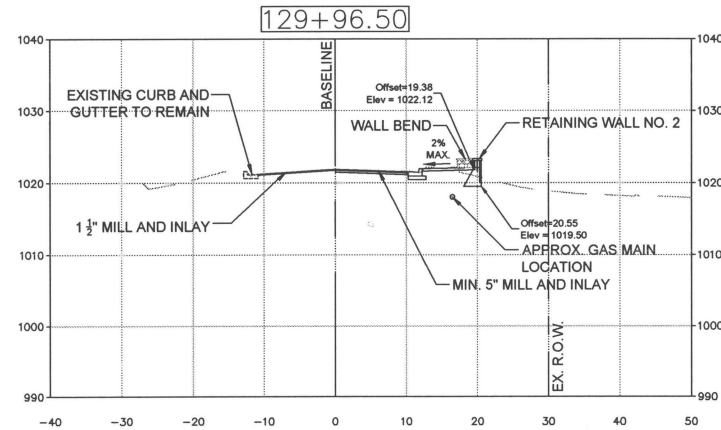
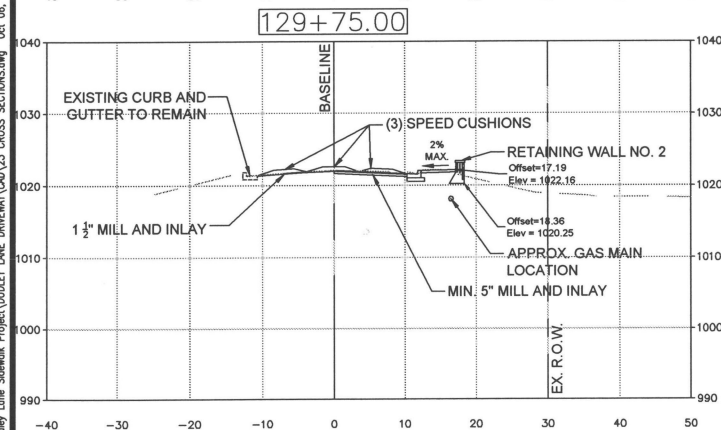
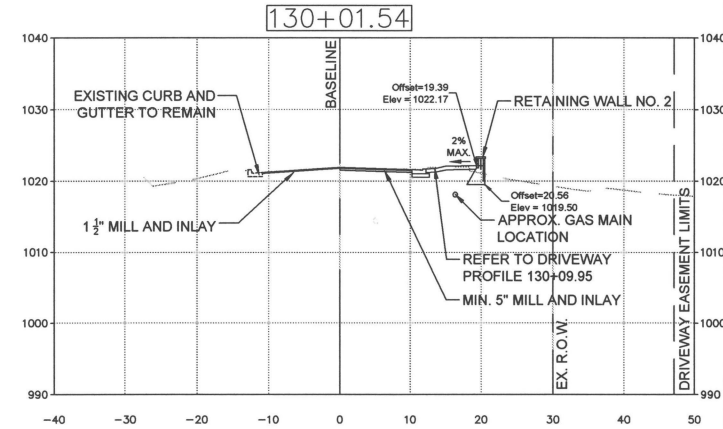
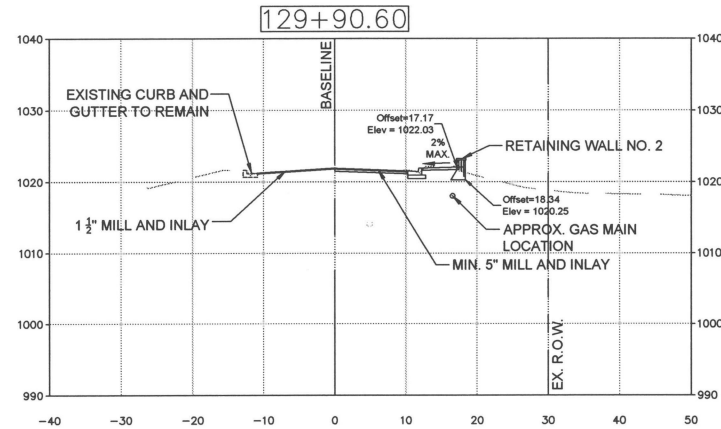
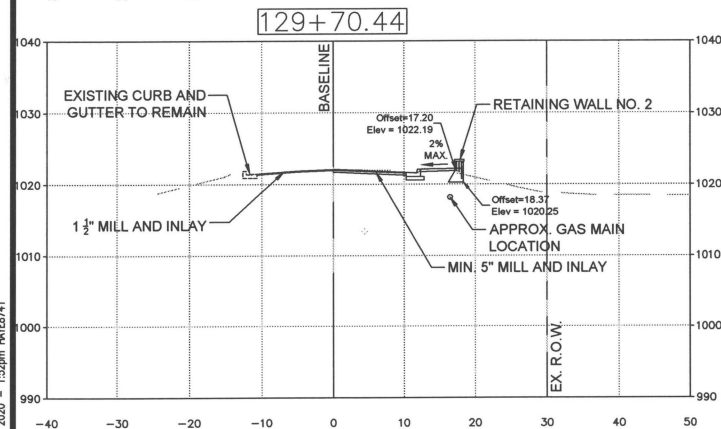
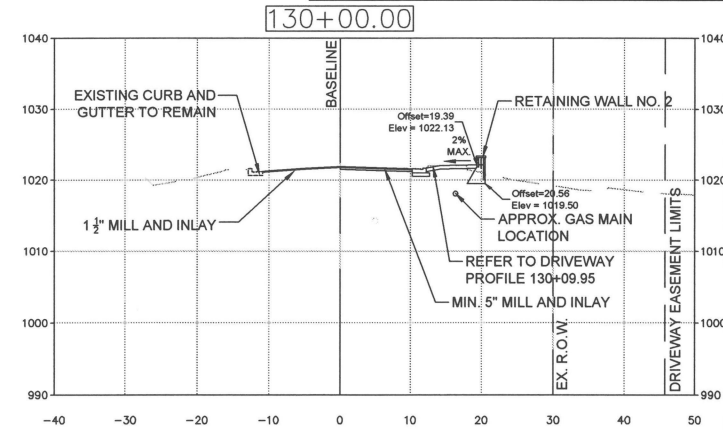
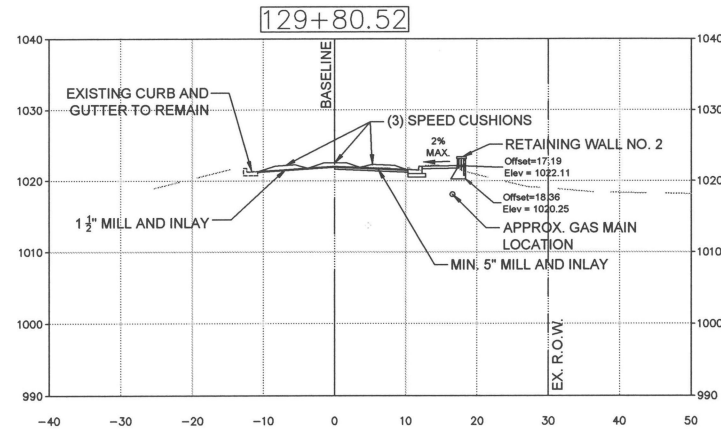
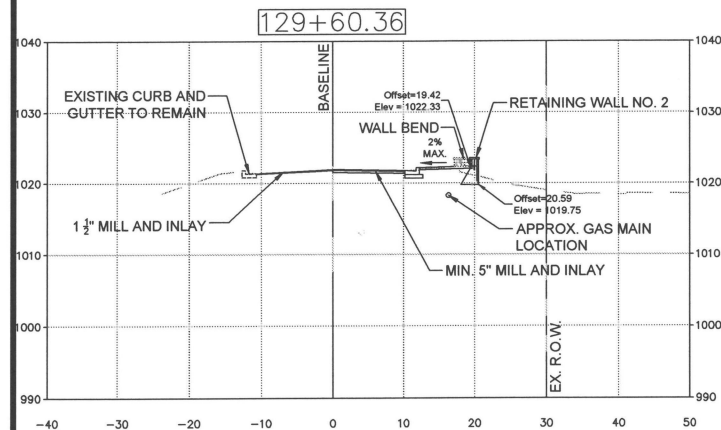
CROSS SECTIONS

DUDLEY LANE
SIDEWALK PROJECT

DRAWING NO.
23-01

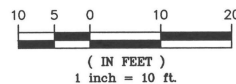
\\s0055 - Task Order 16-024 - Dudley Lane Sidewalk Project\UDLEY LANE DRIVEWAY\CAD\23 CROSS SECTIONS.dwg Oct 06, 2020 - 1:52pm HAYB741

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	7	17



ATKINS

1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280



ATKINS

JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC.

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UNLESS SIGNED IN THIS BLOCK

DATE	REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS

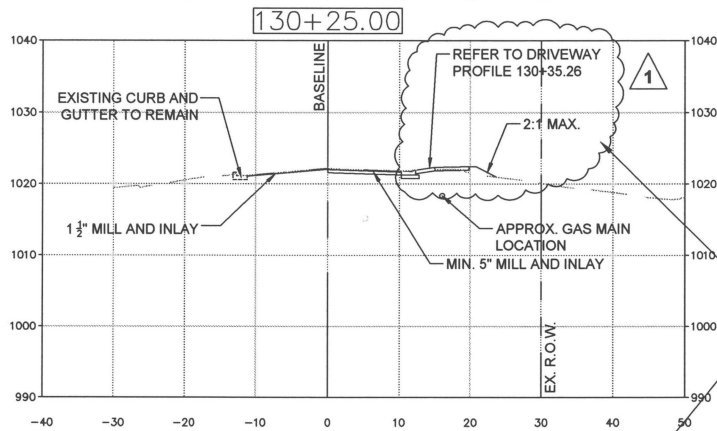
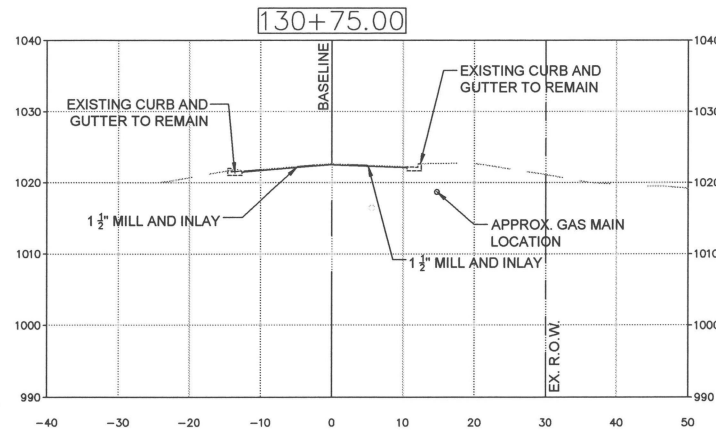
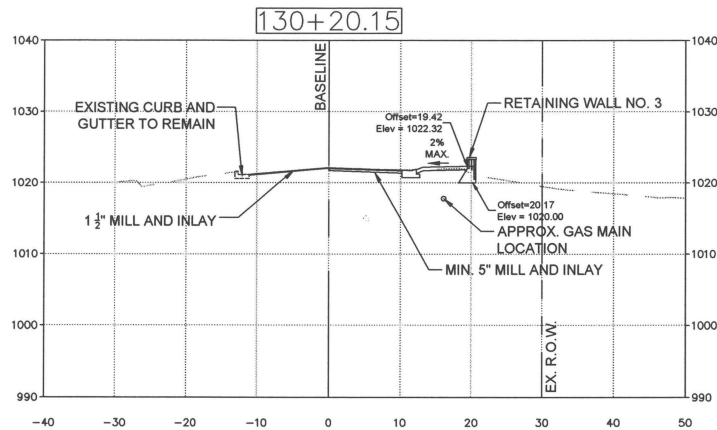
CROSS SECTIONS

DUDLEY LANE
SIDEWALK PROJECT

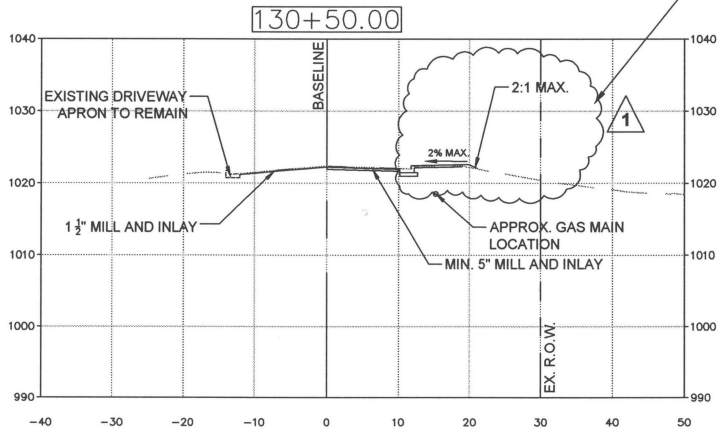
DRAWING NO.
23-02

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	8	17

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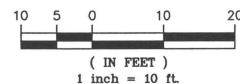


REMOVE DRIVEWAY, APRON, SIDEWALK AND CURB AND GUTTER FROM PROJECT. END SIDEWALK AND C&G AT STA. 130+21.42

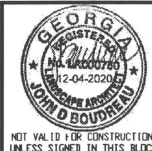


\\GCCS - Task Order 15-224 - Dudley Lane Sidewalk Project\\DUDLEY LANE DRIVEWAY\\D23 CROSS SECTIONS.dwg Dec 04, 2020 - 11:02am WML/KS94

ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280



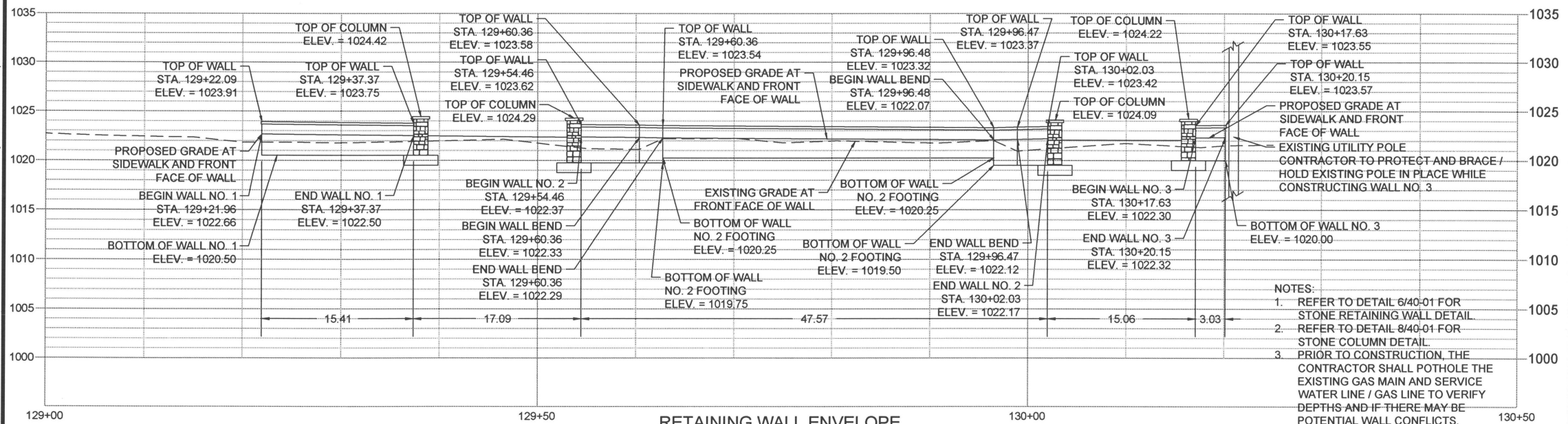
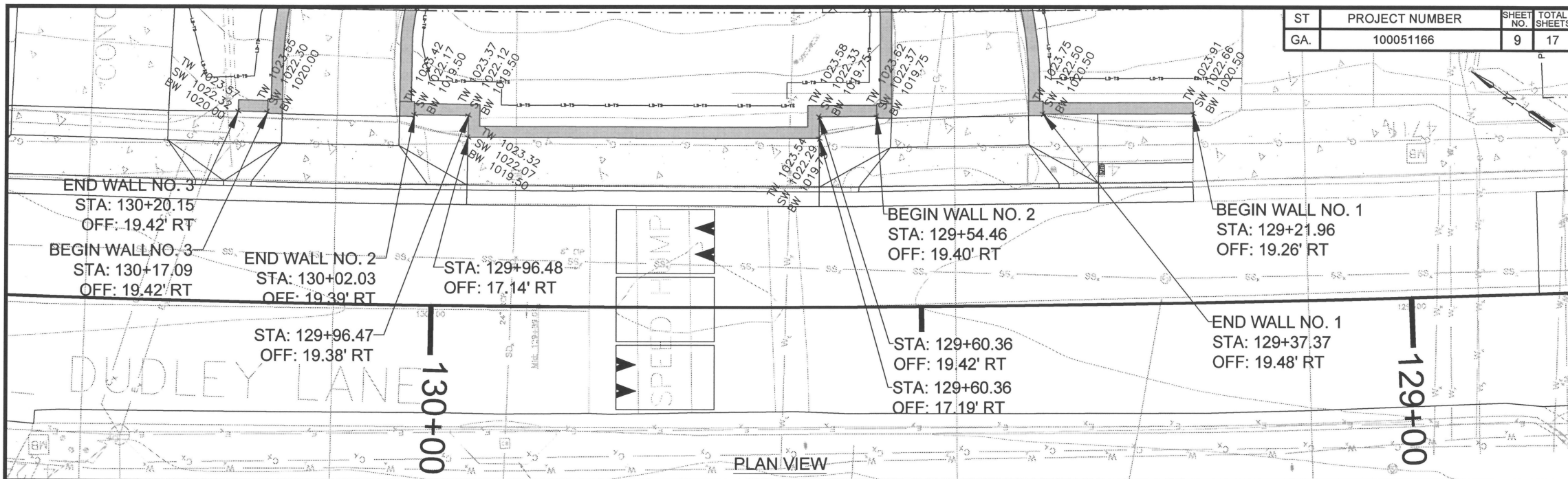
ATKINS
JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC _____



DATE	REVISIONS
12-4-2020	1. REMOVE DRIVEWAY FROM PROJECT

CITY OF SANDY SPRINGS PUBLIC WORKS
CROSS SECTIONS
DUDLEY LANE SIDEWALK PROJECT
DRAWING NO. 23-03

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	9	17

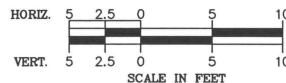


- NOTES:
1. REFER TO DETAIL 6/40-01 FOR STONE RETAINING WALL DETAIL.
 2. REFER TO DETAIL 8/40-01 FOR STONE COLUMN DETAIL.
 3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL POTHOLE THE EXISTING GAS MAIN AND SERVICE WATER LINE / GAS LINE TO VERIFY DEPTHS AND IF THERE MAY BE POTENTIAL WALL CONFLICTS.

HA/CSS - Task Order 15-024 - Dudley Lane Sidewalk Project\Project\DWG\1 RETAINING WALL ENVELOPE.dwg Oct 06, 2020 - 1:57pm HWE8741

ATKINS

1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280



ATKINS

JOB NO. 100051166
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DESIGNED CLH
CHECKED JDB
QC

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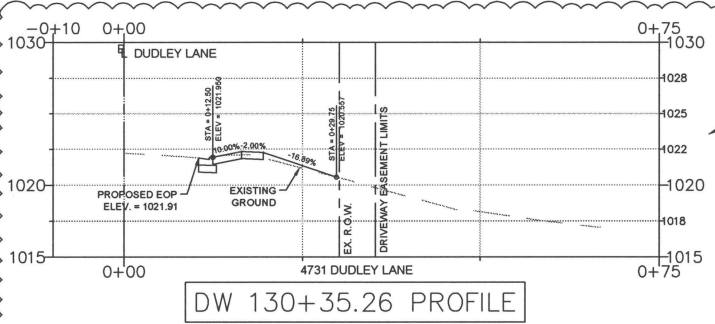
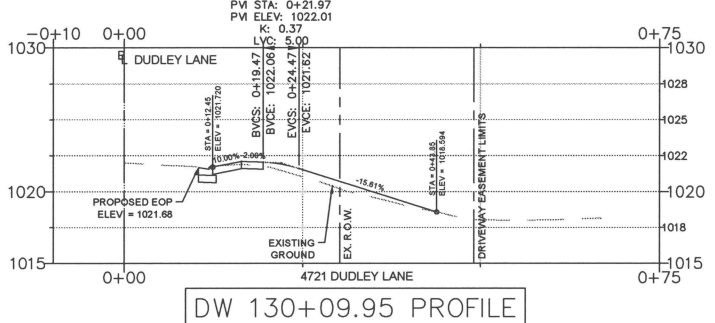
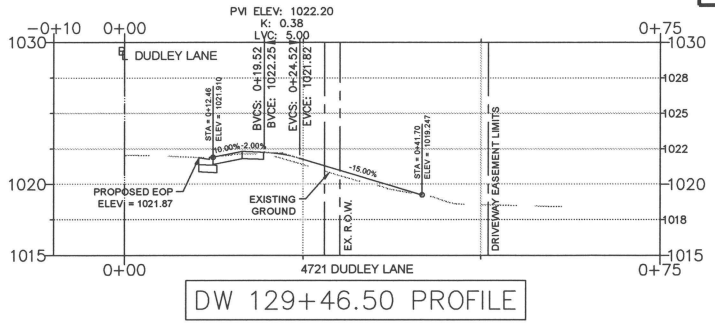
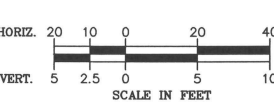
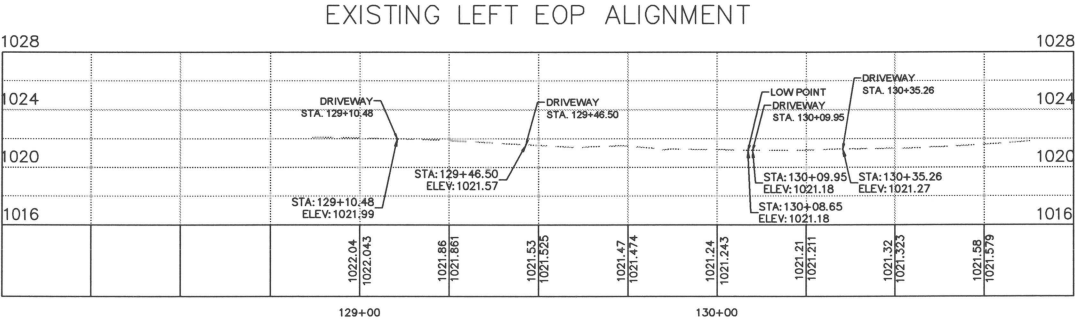
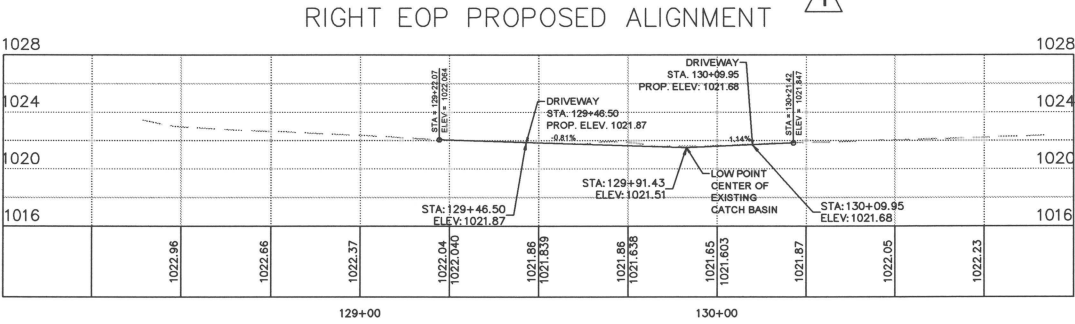
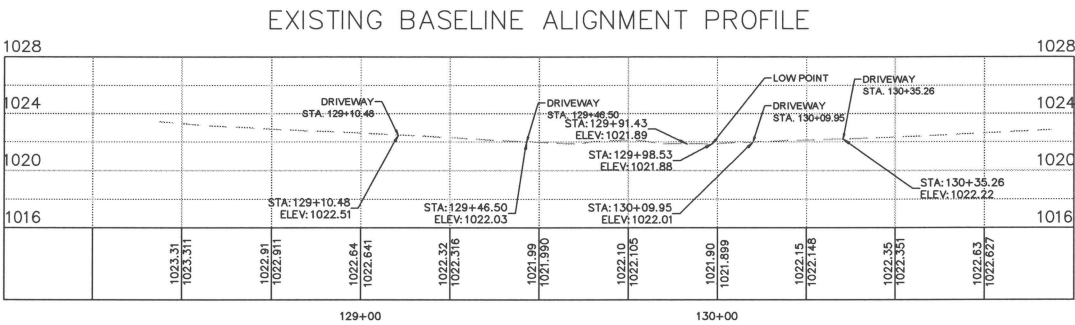
DATE	REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS
RETAINING WALL ENVELOPE
(WALL NO. 1, 2 AND 3)
DUDLEY LANE
SIDEWALK PROJECT

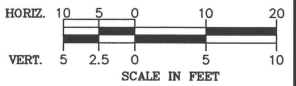
DRAWING NO.
31-01

M:\COSS - Task Order 16-024 - Dudley Lane Sidewalk Project\DW133 PROFILES.dwg Dec 04, 2020 - 11:00am MWL0594

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	10	17



DRIVEWAY PROFILES



ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280

SANDY SPRINGS
GEORGIA

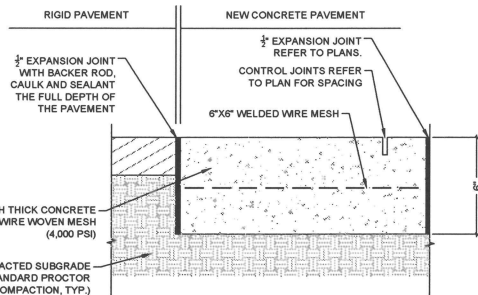
ATKINS
JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC



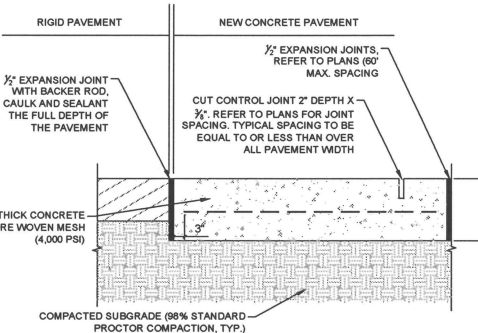
DATE	REVISIONS
12-4-2020	1. REMOVE DRIVEWAY FROM PROJECT

CITY OF SANDY SPRINGS PUBLIC WORKS
PROFILES
DUDLEY LANE SIDEWALK PROJECT
DRAWING NO. 33-01

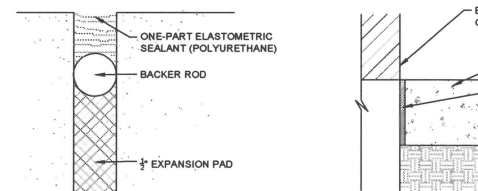
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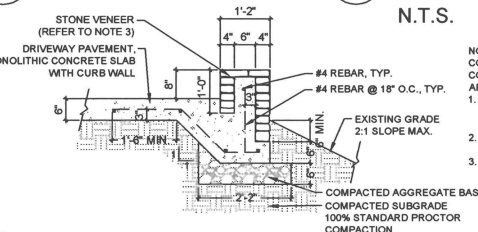
1 DRIVEWAY CONCRETE PAVEMENT SECTION
40-01 N.T.S.



2 SIDEWALK CONCRETE PAVEMENT SECTION
40-01 N.T.S.



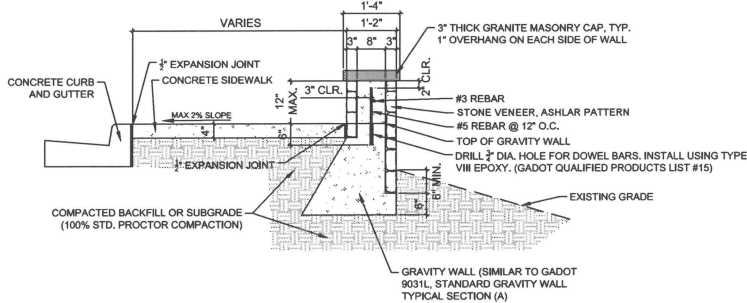
3 EXPANSION JOINT DETAIL
40-01 N.T.S.



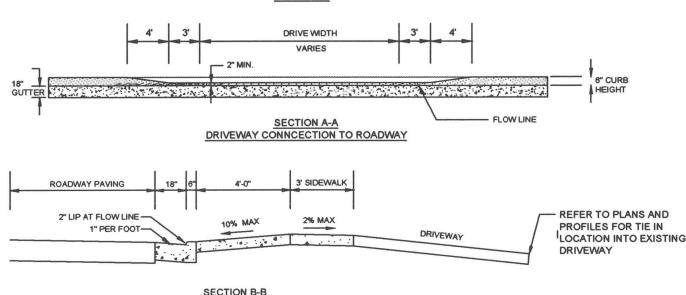
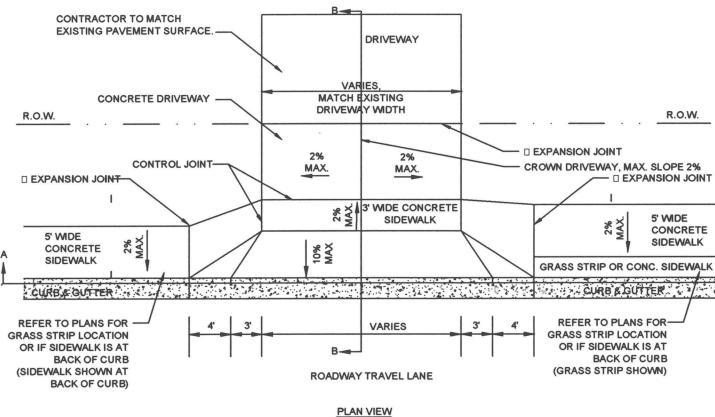
5 STONE CURB WALL DETAIL
40-01 N.T.S.

NOTES:

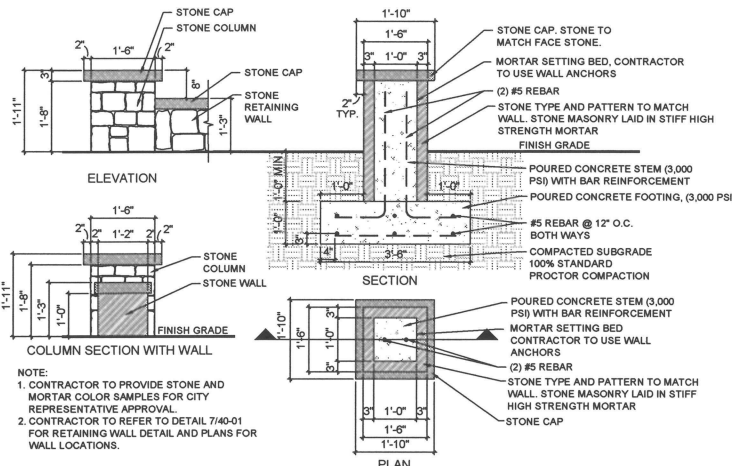
- CONTRACTOR TO PROVIDE STONE, CAP & MORTAR COLOR SAMPLES FOR APPROVAL BY LANDSCAPE ARCHITECT OR CITY REPRESENTATIVE PRIOR TO ORDERING.
- REFER TO DETAIL 4/5-01 FOR ADDITIONAL INFORMATION.



6 RETAINING WALL DETAIL
(SIMILAR TO GADOT 90311 STD. GRAVITY WALL)
40-01 N.T.S.



7 DRIVEWAY APRON DETAIL
40-01 N.T.S.



8 STONE COLUMN DETAIL
40-01 N.T.S.

Speed Cushion

40 Rubber Form cushions are designed to meet the needs of the highway industry and provide a safe, durable, and cost-effective solution for reducing vehicle speeds. The cushions are made of high-strength, impact-resistant polypropylene and are designed to be installed in the center of the road, between the edge of the pavement and the curb. They are available in two sizes: 78" x 80" and 78" x 92".

Features:

- Highly durable and impact-resistant
- Easy to install and remove
- Available in two sizes: 78" x 80" and 78" x 92"
- Available in two colors: black and white
- Available in two finishes: smooth and textured
- Available in two quantities: 100 and 200

Specifications:

- 78" x 80" and 78" x 92" Modular System
- Available in two colors: black and white
- Available in two finishes: smooth and textured
- Available in two quantities: 100 and 200

Speed Cushion Specifications

78" x 80"

78" x 92"

Specifications:

- 78" x 80" and 78" x 92" Modular System
- Available in two colors: black and white
- Available in two finishes: smooth and textured
- Available in two quantities: 100 and 200

MANUFACTURER: RUBBERFORM
MODEL NO. SKU: RF-RKSC 10PC 78"x80" MODULAR SYSTEM
WEBSITE: [HTTP://WWW.RUBBERFORM.COM](http://WWW.RUBBERFORM.COM)

NOTES:

- SPEED CUSHIONS WILL BE PROVIDED BY THE CITY OF SANDY SPRINGS. CONTRACTOR TO INSTALL SPEED CUSHIONS PER MANUFACTURER'S RECOMMENDATIONS.
- CUSHIONS WITH WHITE ARROWS GO ON THE OUTSIDE, AND A COMPLETELY BLACK CUSHION (WITH NO WHITE MARKINGS) GOES IN THE MIDDLE OF THE ROAD. EACH SPEED CUSHION IS TO BE INSTALLED WITH SCREWS INTO THE ASPHALT AND EPOXY. THE LATERAL PLACEMENT OF A SET OF THREE SPEED CUSHIONS IS RELATED TO THE WIDTH OF PAVEMENT AND THE PRESENCE OF CURB AND GUTTER. FIRST, INSTALL THE MIDDLE SPEED CUSHION IN THE CENTER OF THE ROAD. THEN MEASURE THE DISTANCE FROM THE EDGE OF THE MIDDLE CUSHION TO THE EDGE OF PAVEMENT, SUBTRACT THE WIDTH OF THE OUTSIDE CUSHION AND SPLIT THE REMAINING DISTANCE BETWEEN THE INSIDE AND OUTSIDE OF THE OUTSIDE CUSHION. REPEAT FOR THE OTHER SIDE OF THE ROAD.

9 SPEED CUSHION (FOR INFORMATIONAL PURPOSES ONLY)
40-01 N.T.S.

ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280



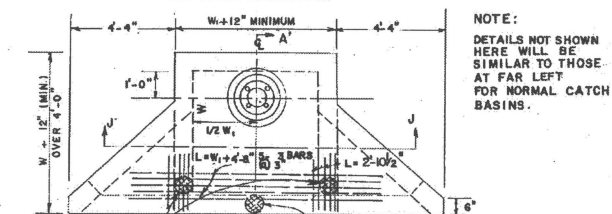
ATKINS
JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC.

NOT VALID FOR CONSTRUCTION
UNLESS SIGNED IN THIS BLOCK

DATE	REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS
CONSTRUCTION DETAILS
DUDLEY LANE
SIDEWALK PROJECT
DRAWING NO.
40-01

FOR USE WITH LONGITUDINAL PIPE OVER 24" OR FOR
USE WITH RECESSED BOX



NO SCALE

($\frac{1}{2}$ " DIAM. CONC. PEDESTAL (MIN. OF TWO))

PART PLAN

THIRD PEDESTAL REQ'D. FOR C.B. ON RADI OR FOR RECESSED BOX

NOTE:
RECESSED BOX TO BE USED ONLY WHERE SPECIFIED, H_2 & W_2 TO BE SHOWN IN PLANS

BACK OF CURB LINE

BATTER SAME AS CURB

1/2" CHAMFER

16"

3/4" FOR 8" CURB

7/8" FOR 8" CURB

1 1/2"

CONC. PEDESTAL

BRICK

LARGE LONGIT. PIPE

C.D.

WYOVER S)

NO SCALE

ANY SIZE LONG PIPE (IF REQ'D.)

6" MIN.

LOCATION OF BOX FRONT VARIED INDIVIDUALLY

W₂

H₂

T

W₂

NOTE: CONSTRUCTION ALTERNATES
DETAILS NOT SHOWN ABOVE. FOR CONSTRUCTION ALTERNATES WILL BE
SIMILAR TO BRICK CATCH BASIN DETAILS.

NUMBER	1034D
--------	-------

HA/COS5 - Task Order 16-024 - Dudley Lane Sidewalk Project/DUDLEY LANE DRIVEWAY CADD/51 ES&P GENERAL NOTES.dwg Oct 06, 2020 - 2:27pm HAK3241

GENERAL EROSION & SEDIMENTATION CONTROL NOTES:

- ALL DISTURBED AREAS SHALL HAVE EROSION CONTROL PROVIDED IN ACCORDANCE WITH THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, CURRENT EDITION, AND CITY OF SANDY SPRINGS STANDARDS AND SPECIFICATIONS, CURRENT EDITION.
- ALL EROSION CONTROL MEASURES SHALL COMPLY WITH THE STATE OF GEORGIA SOIL AND WATER CONSERVATION COMMISSION MANUAL FOR EROSION AND SEDIMENT CONTROL, IN THE STATE OF GEORGIA, CURRENT EDITION, AND CITY OF SANDY SPRINGS, STANDARDS AND SPECIFICATIONS, CURRENT EDITION.
- ALL CONSTRUCTION SHALL CONFORM TO CITY OF SANDY SPRINGS, O.S.H.A., AND/OR GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) STANDARDS AND SPECIFICATIONS, CURRENT EDITION.
- THE NOTATION XXX AS SHOWN ON THE EROSION CONTROL PLAN SHEET(S) AND ON THE EROSION CONTROL DETAIL SHEET FOR THE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES, REFERS TO THE GEORGIA UNIFORM CODING SYSTEM AS DETAILED IN THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, CURRENT EDITION.
- GENERAL STATEMENT OF DESIGNED EROSION CONTROL SYSTEM:
 - NO SURFACE WATER FLOWS FROM ONSITE AREA TO BE ALLOWED INTO THE STORM SEWER SYSTEM WITHOUT FIRST BEING FILTERED BY AN EFFECTIVE SEDIMENT ENTRAPMENT DEVICE.
 - SEDIMENT ENTRAPMENT DEVICES ARE TO BE MAINTAINED AT ALL POINTS WHERE SURFACE FLOWS FROM DISTURBED AREAS CAN LEAVE THE SITE. FLOWS ARE TO BE DIRECTED TO ENTRAPMENT DEVICES THROUGHOUT CONSTRUCTION ACTIVITIES AND THE MAINTENANCE OF SWALES, BERMS, TEMPORARY DIKES, AND OTHER GENERALLY ACCEPTED CONSTRUCTION PRACTICES IS REQUIRED.
- EROSION CONTROL MEASURES ARE TO BE ACCOMPLISHED PRIOR TO ANY LAND DISTURBING ACTIVITIES ON-SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED. EROSION CONTROL MEASURES SHALL BE INSPECTED BY THE CONTRACTOR AT THE END OF EACH WORKING DAY AND AFTER EACH STORM EVENT TO ENSURE THAT ALL MEASURES ARE FUNCTIONING PROPERLY. ANY REPAIRS SHALL BE MADE BY THE CONTRACTOR.
- EROSION AND SEDIMENT CONTROL DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY LAND DISTURBANCE ON SITE. SILT BARRIER TO BE PLACED AS SHOWN AND/OR AS DIRECTED BY THE PROJECT ENGINEER, CITY OF SANDY SPRINGS INSPECTOR, AND/OR FULTON COUNTY INSPECTOR.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
- EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AS DIRECTED BY THE ONSITE INSPECTOR OR THE DESIGN PROFESSIONAL.
- ANY DISTURBED AREA LEFT EXPOSED FOR 14-DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
- EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES TO BE INSPECTED DAILY, AFTER EACH RAIN EVENT, AND REPAIRED AS NECESSARY.
- ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DETERMINED NECESSARY BY ON-SITE INSPECTION.
- THE CONTRACTOR SHALL COMPLETELY REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (I.E. SILT FENCE, SEDIMENT TRAPS, ETC...) AND TREE PROTECTION FENCING ONCE PERMANENT VEGETATION IS ESTABLISHED.
- THE CONTRACTOR IS RESPONSIBLE FOR MONITORING DOWNSTREAM CONDITIONS THROUGHOUT THE CONSTRUCTION PERIOD AND FOR CLEARING ANY DEBRIS AND SEDIMENT THAT IS CAUSED BY CONSTRUCTION ACTIVITIES.
- ALL DISTURBED AREAS SHALL BE GRASSED BY THE SITEWORK CONTRACTOR AS SOON AS CONSTRUCTION PHASES PERMIT.
- WHEN HAND PLANTING, MULCH (HAY OR STRAW) SHOULD BE UNIFORMLY SPREAD OVER SEEDED AREA WITHIN 24-HOURS OF SEEDING.
- DURING UNSUITABLE GROWING SEASONS, MULCH WILL BE USED AS A TEMPORARY COVER (D61). ON SLOPES 4:1 OR STEEPER, MULCH WILL BE ANCHORED.
- SILT FENCE SHALL MEET THE REQUIREMENTS OF SECTION 171 - TYPE "C" TEMPORARY SILT FENCE, OF THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT), STANDARD SPECIFICATIONS, CURRENT EDITION, AND BE WIRE REINFORCED. ALL SILT FENCE SHALL BE TYPE "C".
- SEDIMENT STORAGE MAINTENANCE INDICATORS MUST BE INSTALLED IN SEDIMENT STORAGE STRUCTURES, INDICATING THE 1/3 FULL VOLUME FOR RETROFITS AND TEMPORARY SEDIMENT BASINS, AND THE 1/2 FULL VOLUME FOR ALL OTHER SEDIMENT STORAGE STRUCTURES (I.E. CHECK DAMS, SILT FENCE, ETC...).
- MAINTENANCE OF ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES, WHETHER TEMPORARY OR PERMANENT, SHALL BE AT ALL TIMES THE RESPONSIBILITY OF THE CONTRACTOR.
- CONCENTRATED FLOW AREAS AND ALL SLOPES STEEPER THAN 2.5:1 WITH A HEIGHT OF TEN FEET OR GREATER SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL MATTING AND BLANKETS.
- PROPOSED DETENTION PONDS, DETENTION OUTLET CONTROL STRUCTURES, AND TEMPORARY SEDIMENT POND FEATURES ARE TO BE CONSTRUCTED COMPLETELY AND BE FULLY OPERATIONAL PRIOR TO ANY OTHER CONSTRUCTION OR GRADING ACTIVITIES.
- ALL PERMANENT GRADED EARTH SLOPES, EXCAVATION OR EMBANKMENT (CUT AND FILL), SHALL BE GRADED TO A MAXIMUM FINISHED SLOPE OF TWO (2) FEET HORIZONTAL TO ONE (1) FOOT VERTICAL (MAXIMUM SLOPE 2H:1V).
- NO SENSITIVE AREAS (I.E. CULTURAL RESOURCES; ENDANGERED SPECIES, ARCHEOLOGICAL SITES, HISTORICAL SITES, ETC...) EXIST ON, OR WITHIN, 200-FEET OF THE PROJECT SITE.
- TO THE BEST OF OUR KNOWLEDGE, NO WETLANDS EXIST WITHIN 200-FEET OF THE PROJECT LIMITS, NO WATERS OF THE STATE EXIST WITHIN 200-FEET OF THE PROJECT LIMITS.

PHASE I - INITIAL (CLEARING & GRUBBING) NOTES:

- PRIOR TO LAND DISTURBING ACTIVITY, THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE AREA SITE DEVELOPMENT INSPECTOR.
- FULL COORDINATION SHALL BE MAINTAINED BETWEEN THE CONTRACTOR, DESIGN PROFESSIONAL, AND THE REGULATORY INSPECTOR REGARDING PROJECT SEQUENCE.
- ALL STAGING AREAS, MATERIAL STORAGE AREAS, CONCRETE WASH-OUT AREAS, AND/OR DEBRIS BURN AND BURIAL HOLES SHALL BE LOCATED AT SETBACK DISTANCES FROM DESIGNATED TREE PROTECTION AREAS AND/OR STREAM BUFFERS AS REQUIRED BY LOCAL AND STATE REGULATIONS.
- A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE AT ALL TIMES. POST ON DAY ONE.
- PRIOR TO COMMENCING LAND DISTURBING ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.
- PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION EXIT SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY AS SHOWN ON THE PLANS.
- IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCE/EXITS, ALL PERIMETER EROSION CONTROL AND STORMWATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE CLEARING PHASE OF THE EROSION CONTROL PLAN.
- TYPE "C" SILT FENCE SHOULD BE INSTALLED AT THE PERIMETER OF THE DISTURBED AREA AS SHOWN ON THE PLAN. SILT SHOULD BE REMOVED WHEN ACCUMULATION REACHES HALF THE HEIGHT OF THE BARRIER. THE PERIMETER SILT FENCE SHOULD BE INSPECTED DAILY FOR ANY FAILURES. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.
- INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL EXISTING STORM STRUCTURES AS SHOWN ON THE PLAN.
- LOCATE STATE WATERS/WETLANDS.
- ESTABLISH FULL IMPLEMENTATION OF TEMPORARY SEDIMENT STORAGE.
- STONE CHECK DAMS SHALL BE INSTALLED IN AREAS OF CONCENTRATED FLOWS, AS NECESSARY.
- TREE PROTECTION FENCING AND STREAM BUFFER LIMITS SHOULD BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBING ACTIVITY AND MAINTAINED UNTIL FINAL LANDSCAPE IS INSTALLED. THE TREE PROTECTION FENCING SHOULD BE INSPECTED DAILY. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.
- AFTER INSTALLATION OF INITIAL EROSION CONTROL MEASURES, THE SITE CONTRACTOR SHALL SCHEDULE AN INSPECTION BY THE PROJECT DESIGN PROFESSIONAL. NO OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR UNTIL THE PROJECT PROFESSIONAL APPROVES THE INSTALLATION OF SAID EROSION MEASURES. IF UNFORESEEN CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST CONSTRUCT ANY ADDITIONAL EROSION CONTROL DEVICES DEEMED NECESSARY BY THE SITE INSPECTION WITH CONSULTATION WITH THE DESIGN PROFESSIONAL.
- AFTER APPROVAL OF THE INITIAL EROSION CONTROL INSTALLATION, THE CONTRACTOR MAY PROCEED WITH CLEARING AND GRUBBING ACTIVITIES. AS CLEARING PERMITS, THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT PONDS AND DIVERSION DIKES AS SHOWN ON THE CLEARING PHASE PLAN TO CONTROL EROSION AND STORMWATER RUNOFF.
- FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS, I.E., MANDATORY STOP WORK ORDER!

PHASE II - INTERMEDIATE (GRADING & TEMPORARY VEGETATION) NOTES:

- FULL COORDINATION SHALL BE MAINTAINED BETWEEN THE CONTRACTOR, DESIGN PROFESSIONAL, AND THE REGULATORY INSPECTOR REGARDING PROJECT SEQUENCE.
- EARTHWORK OPERATIONS IN THE VICINITY OF STREAM BUFFERS SHALL BE CAREFULLY CONTROLLED TO AVOID DUMPING OR SLOUGHING INTO THE BUFFER AREAS. THERE ARE NO STREAM BUFFER AREAS LOCATED ONSITE.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF ITS NATURAL GROUND COVER IS EXPOSED ONLY IN SMALL QUANTITIES, AND THEREFORE LIMITED DURATIONS, BEFORE PERMANENT EROSION PROTECTION IS ESTABLISHED.
- EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION AND SEDIMENTATION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE DESIGN PROFESSIONAL IMMEDIATELY.
- SEDIMENT SHALL NOT BE WASHED INTO INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT TRAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS.
- TYPE "C" SILT FENCE SHOULD BE INSTALLED AT THE TOE OF ALL FILL SLOPES. THE SILT FENCE SHALL BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED ON THE SLOPE. SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES HALF OF THE HEIGHT OF THE BARRIER. ADDITIONALLY, DIVERSION DIKES SHALL BE CONSTRUCTED ALONG THE TOP OF ALL SAID FILL SLOPES WITH THE USE OF TEMPORARY DOWN DRAINS TO CONTROL STORMWATER RUNOFF AS SHOWN ON THE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING BARRIERS AT THE TOE OF SLOPES UNDER CONSTRUCTION. THESE BARRIERS SHALL BE AS SHOWN IN THE PLANS. THESE BARRIERS MAY BE RELOCATED AND REUSED AFTER PERMANENT SLOPE STABILIZATION BECOMES FULLY ESTABLISHED. AS THEY ARE RELOCATED, ANY DEFECTIVE MATERIALS IN THE BARRIER SHALL BE REPLACED. IN ADDITION, ALL DEBRIS AND SILT AT THE PREVIOUS LOCATION SHALL BE REMOVED.

PHASE II - INTERMEDIATE (GRADING & TEMPORARY VEGETATION) NOTES (CONT'D.):

- PRIOR TO LAND DISTURBING ACTIVITY, THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE AREA SITE DEVELOPMENT INSPECTOR.
- ALL SLOPES STEEPER THAN 2.5:1 AND WITH A HEIGHT OF 10-FEET OR GREATER, AND CUTS AND FILLS WITH STREAM BUFFERS, SHALL BE STABILIZED WITH THE APPROPRIATE EROSION CONTROL MATTING OR BLANKETS.
- TYPE "C" SILT FENCE SHALL BE PLACED AT THE TOE OF ALL DIRT STOCK PILE AREAS.
- INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL STORM STRUCTURES AS THEY ARE CONSTRUCTED.
- STORM DRAIN OUTLET PROTECTION SHALL BE PLACED AT ALL OUTLET HEADWALL LOCATIONS AS SOON AS THE HEADWALL IS CONSTRUCTED.
- STONE CHECK DAMS SHALL BE INSTALLED IN AREAS OF CONCENTRATED FLOWS, AS NECESSARY.
- AFTER PRELIMINARY CLEARING AND GRADING ACTIVITIES, THE CONTRACTOR SHALL CONSTRUCT ALL TEMPORARY SEDIMENT BASINS AND DIVERSION DIKES AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN THE TEMPORARY SEDIMENT POND UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE PONDS WHEN IT REACHES THE CLEAN-OUT ELEVATIONS AS SHOWN ON THE PLANS.
- SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED DAILY AND AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF OF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.
- THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1.5"-3.5" STONE, AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEAN-OUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM A VEHICLE OR FROM THE SITE ONTO PUBLIC ROADWAY OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS, I.E., MANDATORY STOP WORK ORDER!

PHASE III - FINAL (STORMWATER MANAGEMENT & PERMANENT VEGETATION) NOTES:

- FULL COORDINATION SHALL BE MAINTAINED BETWEEN THE CONTRACTOR, DESIGN PROFESSIONAL, AND THE REGULATORY INSPECTOR REGARDING PROJECT SEQUENCE.
- SEDIMENT SHALL NOT BE WASHED INTO INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT TRAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS AGAIN.
- THE CONTRACTOR SHALL MAINTAIN ALL SEDIMENT STORAGE AND EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE PONDS WHEN IT REACHES THE CLEAN-OUT ELEVATION SHOWN ON THE PLANS.
- AFTER CURBING, GRADED AGGREGATE BASE, AND PAVEMENT HAS BEEN INSTALLED, ALL INLET SEDIMENT TRAPS ON SINGLE AND DOUBLE WING CATCH BASINS ALONG WITH ANY CURB INLETS SHALL BE REMOVED AND REPLACED WITH CURB FILTER INLET PROTECTION.
- ALL ROADWAY AND SHOULDERS SHOULD BE GRASSED AS SOON AS FINAL GRADE IS ACHIEVED BEHIND CURBS.
- SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED DAILY AND AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF OF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280



ATKINS
JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC _____

NOT VALID FOR CONSTRUCTION
UNLESS SIGNED IN THIS BLOCK

DATE	REVISIONS

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	13	17

CITY OF SANDY SPRINGS PUBLIC WORKS	
EROSION CONTROL GENERAL NOTES	
DUDLEY LANE SIDEWALK PROJECT	DRAWING NO. 51-01

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	14	17



N/F
DAVID & SHERI
RADASZEWSKI
TAX ID 17011900010373
4731 DUDLEY LN

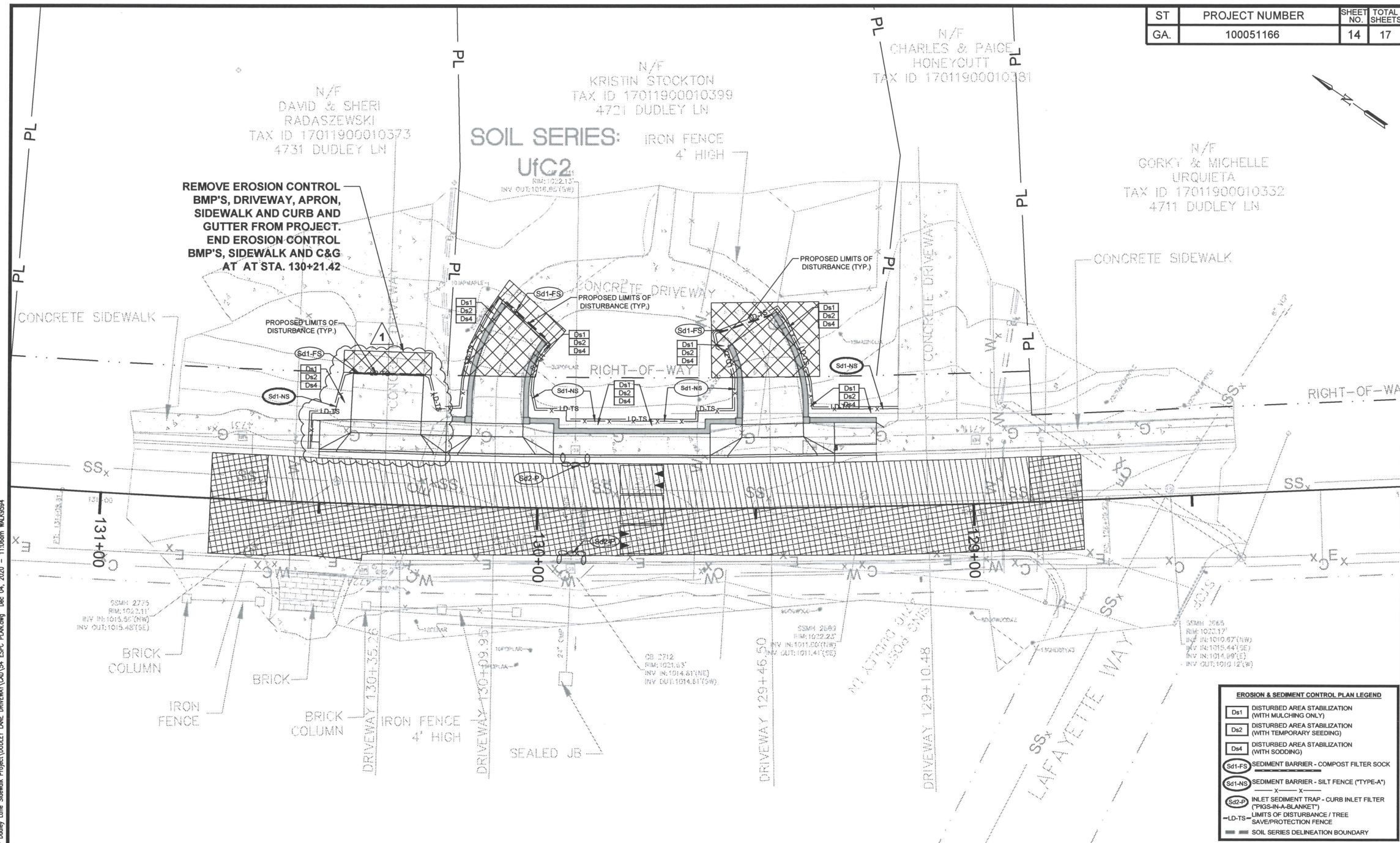
N/F
KRISTIN STOCKTON
TAX ID 17011900010399
4721 DUDLEY LN

N/F
CHARLES & PAIGE
HONEYCUTT
TAX ID 17011900010381

N/F
GORKY & MICHELLE
URQUIETA
TAX ID 17011900010332
4711 DUDLEY LN

SOIL SERIES: IRON FENCE
4' HIGH
UFG2
RIM: 1022.13'
INV. OUT: 1016.85'(SW)

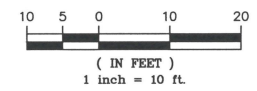
REMOVE EROSION CONTROL
BMP'S, DRIVEWAY, APRON,
SIDEWALK AND CURB AND
GUTTER FROM PROJECT.
END EROSION CONTROL
BMP'S, SIDEWALK AND C&G
AT STA. 130+21.42



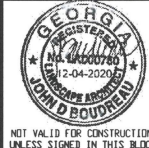
EROSION & SEDIMENT CONTROL PLAN LEGEND

Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)
Ds2	DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)
Ds4	DISTURBED AREA STABILIZATION (WITH SODDING)
Sd1-FS	SEDIMENT BARRIER - COMPOST FILTER SOCK
Sd1-NS	SEDIMENT BARRIER - SILT FENCE (TYPE-A)
Sd2-P	INLET SEDIMENT TRAP - CURB INLET FILTER (PPOS-A-BLANKET)
LD-TS	LIMITS OF DISTURBANCE / TREE SAVE/PROTECTION FENCE
SSx	SOIL SERIES DELINEATION BOUNDARY

ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280



ATKINS
JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC



DATE	REVISIONS
12-4-2020	1. REMOVE DRIVEWAY FROM PROJECT

CITY OF SANDY SPRINGS
PUBLIC WORKS
BMP LOCATION DETAILS
DUDLEY LANE
SIDEWALK PROJECT
DRAWING NO. 54-01

MA-COS - Task Order 16-024 - Dudley Lane Sidewalk Project\DUDLEY LANE DRIVEWAY\001\54 ESPC PLAN.dwg Dec 04, 2020 - 11:05am WJUS994

M:\CDS - Task Order 16-024 - Dudley Lane Sidewalk Project\DUDLEY LANE DRIVEWAY\CD\56 ESPEC DETAILS.dwg Oct 06, 2020 - 2:29pm HMB741

Table 6-5.1. Fertilizer Requirements				
TYPE OF SPECIES	YEAR	ANALYSIS OR EQUIVALENT N-P-K	RATE	N TOP DRESSING RATE
1. Cool season grasses	First	5-12-12	1500 lbs./ac.	50-100 lbs./ac. 1/2/
	Second Maintenance	5-12-12 10-10-10	1000 lbs./ac. 400 lbs./ac.	30
2. Cool season grasses and legumes	First	5-12-12	1500 lbs./ac.	0-50 lbs./ac. 1/
	Second Maintenance	9-10-10 10-10-10	1000 lbs./ac. 400 lbs./ac.	—
3. Ground covers	First	10-10-10	1300 lbs./ac. 3/	—
	Second Maintenance	10-10-10 10-10-10	1300 lbs./ac. 3/ 1100 lbs./ac.	—
4. Pine seedlings	First	20-10-5	one 21-gram pellet per seedling placed in the dosing hole	—
	Second Maintenance	10-10-10	—	—
5. Shrub Leguminosa	First	9-10-10	700 lbs./ac.	—
	Maintenance	9-10-10	700 lbs./ac. 4/	—
6. Temporary cover crops seeded alone	First	10-10-10	500 lbs./ac.	50 lbs./ac. 5/
	Second Maintenance	10-10-10	—	—
7. Warm season grasses	First	5-12-12	1500 lbs./ac.	50-100 lbs./ac. 2/6/
	Second Maintenance	5-12-12 10-10-10	800 lbs./ac. 400 lbs./ac.	50-100 lbs./ac. 2/ 50 lbs./ac.
8. Warm season grasses and legumes	First	5-12-12	1500 lbs./ac.	50 lbs./ac. 5/
	Second Maintenance	9-10-10 10-10-10	1000 lbs./ac. 400 lbs./ac.	—

- 1/ Apply in spring following seeding.
2/ Apply in split applications when high rates are used.
3/ Apply in 3 split applications.
4/ Apply when plants are pruned.
5/ Apply to grass species only.
6/ Apply when plants grow to a height of 2 to 4 inches.

SOUTHERN PIEDMONT VEGETATION PLAN				
Ds2 - DISTURBED AREA STABILIZATION W/ TEMPORARY SEED				
PLANTING DATES	TEMPORARY SEED SPECIES	BROADCAST RATE/ACRE	BROADCAST RATE/1,000 sq.ft.	
JAN. 1 - JAN. 31	RYEGRASS, ANNUAL	40 LBS.	0.9 LBS.	
FEB. 1 - FEB. 29	RYEGRASS, ANNUAL	40 LBS.	0.9 LBS.	
MAR. 1 - MAR. 31	RYEGRASS, ANNUAL	40 LBS.	0.9 LBS.	
APR. 1 - APR. 30	MILLET, BROWNTOP	40 LBS.	0.9 LBS.	
MAY 1 - MAY 31	MILLET, BROWNTOP	40 LBS.	0.9 LBS.	
JUN. 1 - JUN. 30	SUDANGRASS	60 LBS.	1.4 LBS.	
JUL. 1 - JUL. 31	SUDANGRASS	60 LBS.	1.4 LBS.	
AUG. 1 - AUG. 31	SUDANGRASS	60 LBS.	1.4 LBS.	
SEP. 1 - SEP. 30	RYEGRASS, ANNUAL	40 LBS.	0.9 LBS.	
OCT. 1 - OCT. 31	RYEGRASS, ANNUAL	40 LBS.	0.9 LBS.	
NOV. 1 - NOV. 30	RYEGRASS, ANNUAL	40 LBS.	0.9 LBS.	
DEC. 1 - DEC. 31	RYEGRASS, ANNUAL	40 LBS.	0.9 LBS.	
Ds2 - TEMPORARY VEGETATION / MULCHING				

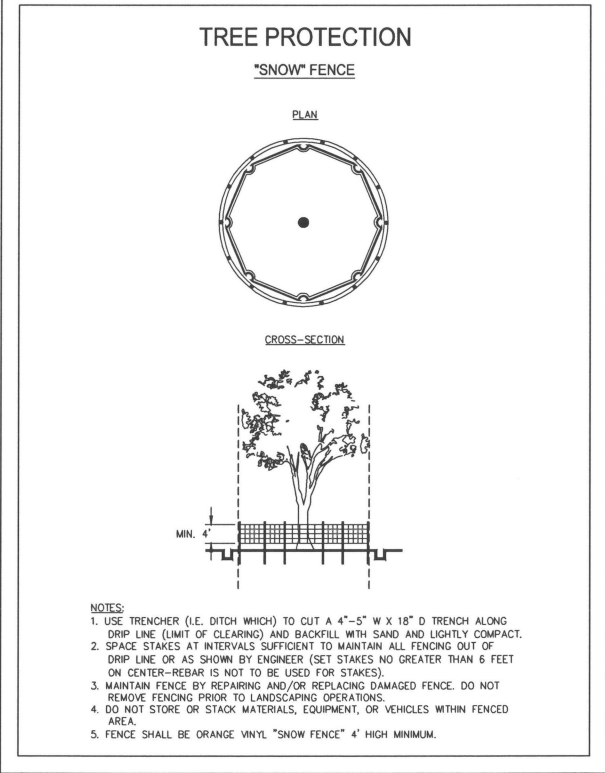
- LIME: APPLY AGRICULTURAL LIME AT A RATE OF ONE TON PER ACRE.
FERTILIZER: APPLY 10-10-10 FERTILIZER AT A RATE OF 1500 LBS PER ACRE.
MULCHING RATES: (FOR TEMPORARY VEGETATION)
1. DRY STRAW: 2 TONS PER ACRE
2. DRY HAY: 2.5 TONS PER ACRE
3. WOOD CELLULOSE MULCH OR WOOD PULP FIBER: 500 LBS PER ACRE.

Ds3	— PERMANENT VEGETATION / MULCH MATCH EXISTING MULCH TYPE AT EACH PARCEL	Ds4	— PERMANENT VEGETATION / SODDING Ds4 MATCH EXISTING GRASS TYPE AT EACH PARCEL
GENERAL			
THIS VEGETATION PLAN WILL BE CARRIED OUT ON ROAD CUT AND FILL SLOPES. SHOULDERS AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTION. SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANS WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGES FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY AND BEAUTY OF THE DEVELOPMENT AREA.			
SOIL CONDITIONS			
DUE TO GRADING AND CONSTRUCTION THE AREAS TO BE TREATED ARE MAINLY SUBSOIL AND SUBSTRATA. FERTILITY IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIAL ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.			
TREATMENT SPECIFICATIONS			
CONVENTIONAL SEEDING EQUIPMENT			
GRADE SHAPE AND SMOOTH WHERE NEEDED TO PROVIDE FOR SAFE EQUIPMENT OPERATION AT SEEDING TIME AND FOR MAINTENANCE PURPOSES. THE LIME AND FERTILIZER IN DRY FORM WILL BE SPREAD UNIFORMLY OVER THE AREA IMMEDIATELY BEFORE SEEDING PREPARATION. A SEEDBED WILL BE PREPARED BY SCARIFYING TO A DEPTH OF 1 TO 4 INCHES AS DETERMINED ON SITE. THE SEEDBED MUST BE WELL PULVERIZED, SMOOTHED AND FIRMED. SEEDING WILL BE DONE WITH CULTIPACKER-SEEDER DRILL ROTARY SEEDER OR OTHER MECHANICAL OR HAND SEEDER. SEED WILL BE DISTRIBUTED UNIFORMLY OVER A FRESHLY PREPARED SEEDBED AND COVERED LIGHTLY. WITHIN 24 HOURS AFTER SEEDING, STRAW OR HAY MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA LEAVING ABOUT 75 PERCENT OF THE GROUND SURFACE EXPOSED. MULCH WILL BE SPREAD WITH BLOWER-TYPE MULCH EQUIPMENT OR BY HAND AND ANCHORED IMMEDIATELY AFTER IT IS SPREAD. A DISK HARROW WITH THE DISK SET STRAIGHT OR A SPECIAL PACKER DISK MAY BE USED TO PRESS THE MULCH INTO THE SOIL. THE PER ACRE APPLICATION RATES ARE AS FOLLOWS:			
LIME: APPLY AGRICULTURAL LIME AT A RATE OF ONE TO TWO TONS PER ACRE AS RECOMMENDED BY SOIL TESTS.			
FERTILIZER: APPLY 6-12-12 FERTILIZER AT A RATE OF 1500 LBS PER ACRE.			
MULCHING RATES: (FOR PERMANENT VEGETATION)			

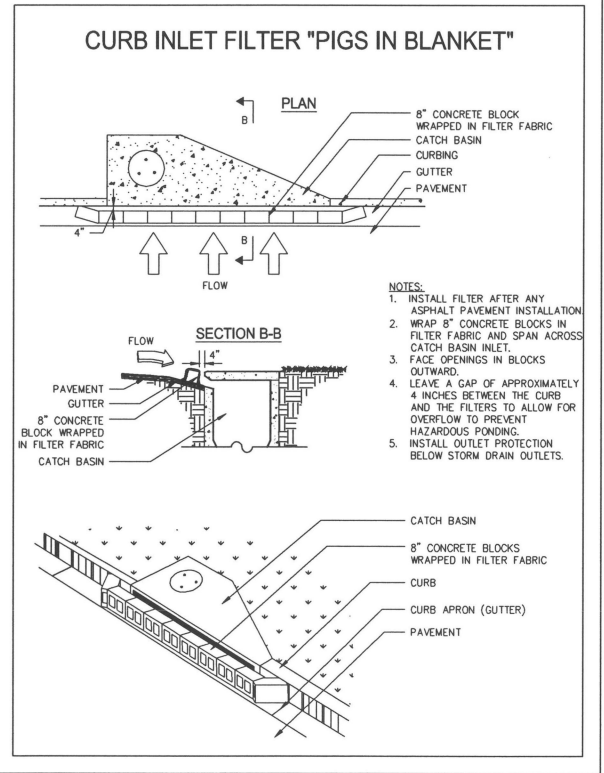
ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	15	17

Mulching Application Requirements		
Material	Rate	Depth
Straw or hay	2 1/2 Ton/Acre	6" to 10"
Wood waste chips, sawdust, bark	6 to 9 Ton/Acre	2" to 3"
Cutback asphalt	1200 gal./acre or 1/4 gal./sq. yd.	
Polyethylene film	Secure with soil anchors, weights	
Geotextiles, jute matting, netting, etc.	See manufacturer's recommendations	

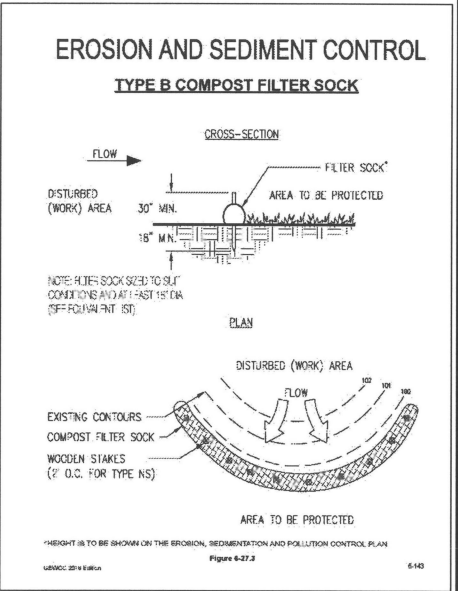
Ds1 DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)



Tr TREE PROTECTION (NOT TO SCALE)



Sd2-P CURB INLET FILTER "PIGS-IN-BLANKET" (NOT TO SCALE)



ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280

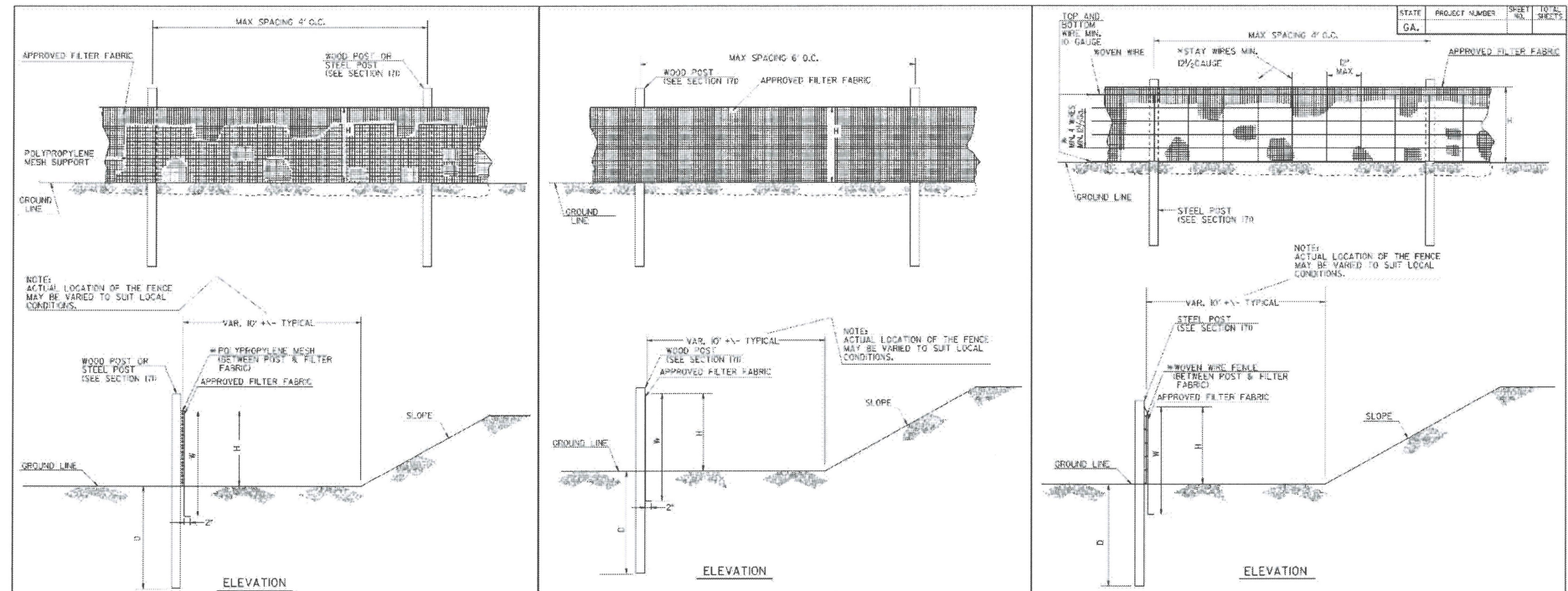
SANDY SPRINGS
GEORGIA

ATKINS
JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC

NOT VALID FOR CONSTRUCTION
UNLESS SIGNED IN THIS BLOCK

DATE	REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS
**EROSION CONTROL
CONSTRUCTION DETAILS**
DUDLEY LANE
SIDEWALK PROJECT
DRAWING NO.
56-01



SINGLE ROW TYPE C SILT FENCE WITH POLYPROPYLENE MESH SUPPORT

SINGLE ROW TYPE A SILT FENCE

SINGLE ROW TYPE C SILT FENCE WITH WOVEN WIRE SUPPORT

FENCE TYPE	POST LENGTH	H	D	W	TYPICAL USES
TYPE "A"	4 FT.	2'-4"	1'-6"	3'-0"	AT BRIDGE END ROLLS, DOUBLE ROW ALONG STREAMS, WETLANDS AND ENVIRONMENTALLY SENSITIVE AREAS FOR USE OF THIS MATERIAL IN FABRIC CHECKDAMS SEE D-24D.
TYPE "C"	4 FT.	2'-4"	1'-6"	3'-0"	

- NOTES:
1. WIRE STAPLES SHALL BE AT LEAST 17 GAUGE, WITH LEGS AT LEAST 1/2 INCHES LONG, AND A CROWN AT LEAST 3/4 INCHES WIDE. NAILS SHALL BE AT LEAST 14 GAUGE, 1 INCH LONG, WITH BUTTON HEADS AT LEAST 3/4 INCHES WIDE.
 2. NAILS OR STAPLES SHALL BE EVENLY PLACED WITH AT LEAST 5 PER POST FOR TYPE A FENCE AND 4 PER POST FOR TYPE C FENCE.
 3. THE VERTICAL WIRES FOR THE WOVEN WIRE SUPPORT FENCE SHALL HAVE A MAXIMUM SPACING OF 12 INCHES, THE TOP AND BOTTOM WIRES SHALL BE AT LEAST 10 GAUGE AND ALL OTHER WIRES SHALL BE AT LEAST 12 1/2 GAUGE.
 4. TEMPORARY SILT FENCE INSTALLATION IS DIFFERENT THAN THE SILT RETENTION BARRIER INSTALLATION.
 5. SEE SECTION 171 FOR SILT FENCE SPECIFICATIONS.
 6. SEE SECTION 894 FOR FENCING SPECIFICATIONS.
 7. SEE QPL-36 FOR A LIST APPROVED SILT FENCE FABRIC.
 8. TEMPORARY SILT FENCE SHALL NOT BE PLACED WITHIN STATE WATERS UNLESS PERMITTED.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

CONSTRUCTION DETAILS

TEMPORARY SILT FENCE

NO SCALEREV. AND REDRAWN JAN. 2011

NUMBER
D-24A
SHEET 1 OF 41

LA 0005 - Task Order 16-024 - Dudley Lane Sidewalk Project (Dudley Lane Sidewalk) (D-24) 56 EPC DETAILS.dwg Oct 06, 2020 - 2:30pm HAYED741

ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280

SANDY SPRINGS
GEORGIA

ATKINS
JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC
NOT VALID FOR CONSTRUCTION
UNLESS SIGNED IN THIS BLOCK

DATE	REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS

EROSION CONTROL
CONSTRUCTION DETAILS

DUDLEY LANE
SIDEWALK PROJECT

DRAWING NO.
56-02

EXHIBIT 'B'

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	17	17

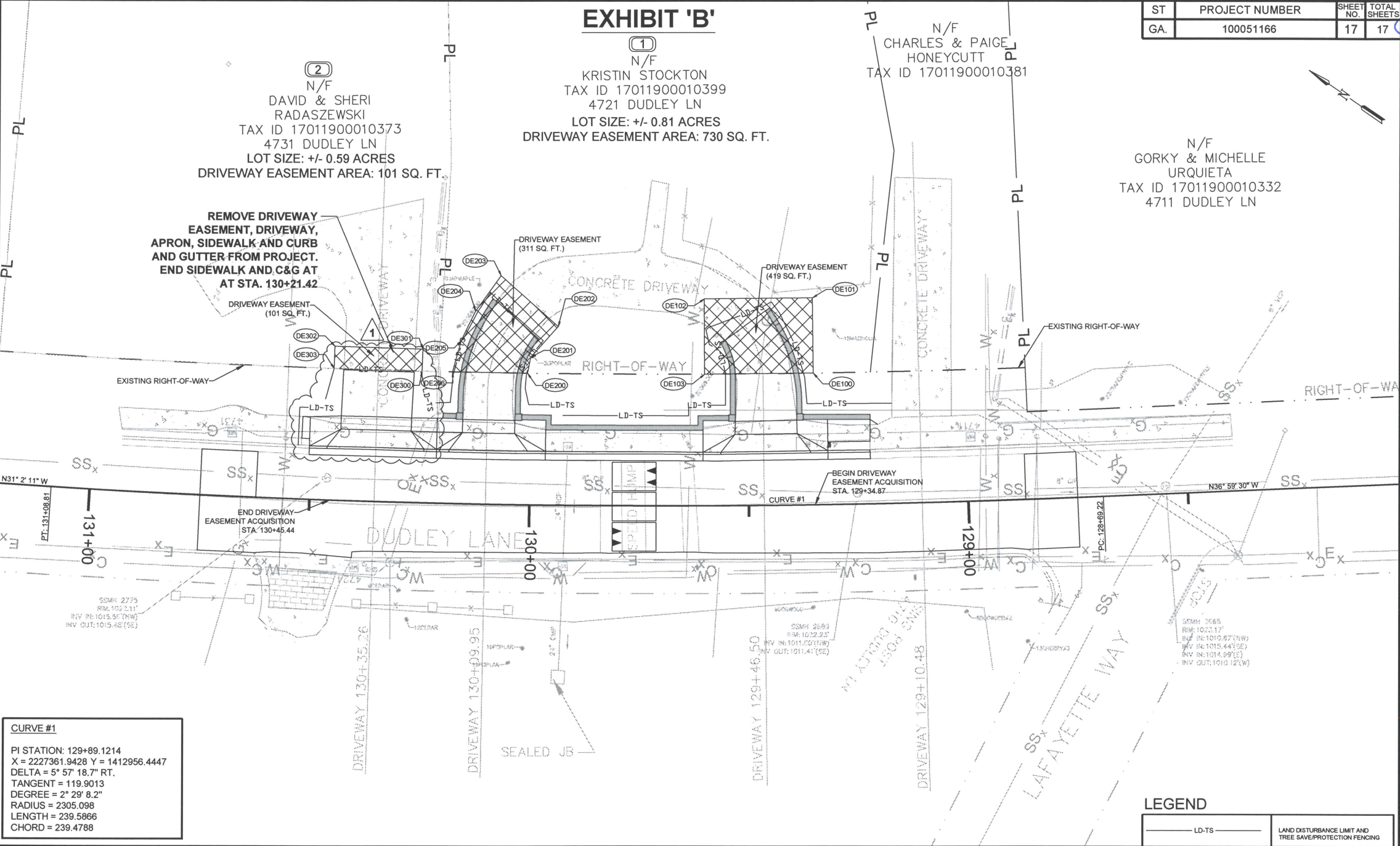
(2)
N/F
DAVID & SHERI
RADASZEWSKI
TAX ID 17011900010373
4731 DUDLEY LN
LOT SIZE: +/- 0.59 ACRES
DRIVEWAY EASEMENT AREA: 101 SQ. FT.

(1)
N/F
KRISTIN STOCKTON
TAX ID 17011900010399
4721 DUDLEY LN
LOT SIZE: +/- 0.81 ACRES
DRIVEWAY EASEMENT AREA: 730 SQ. FT.

N/F
CHARLES & PAIGE
HONEYCUTT
TAX ID 17011900010381

N/F
GORKY & MICHELLE
URQUIETA
TAX ID 17011900010332
4711 DUDLEY LN

REMOVE DRIVEWAY
EASEMENT, DRIVEWAY,
APRON, SIDEWALK AND CURB
AND GUTTER FROM PROJECT.
END SIDEWALK AND C&G AT
AT STA. 130+21.42



CURVE #1
PI STATION: 129+89.1214
X = 2227361.9428 Y = 1412956.4447
DELTA = 5° 57' 18.7" RT.
TANGENT = 119.9013
DEGREE = 2° 29' 8.2"
RADIUS = 2305.098
LENGTH = 239.5866
CHORD = 239.4788

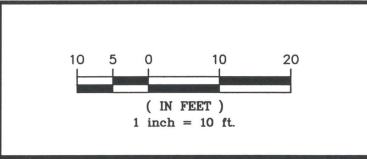
LEGEND	
LD-TS	LAND DISTURBANCE LIMIT AND TREE SAVE/PROTECTION FENCING

16-024 - Task Order 16-024 - Dudley Lane Sidewalk Project\DUDLEY LANE DRIVEWAY\CAO\DO ROW.dwg Dec 04, 2020 - 11:05am WALKUS94

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTRUCTION
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
PARCEL NUMBER
BEGIN LIMIT OF ACCESS
END LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280

SANDY SPRINGS
GEORGIA



ATKINS
JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC



DATE	REVISIONS
12-4-2020	1. REMOVE DRIVEWAY FROM PROJECT

CITY OF SANDY SPRINGS
PUBLIC WORKS
ROW PLAN
DUDLEY LANE
SIDEWALK PROJECT
DRAWING NO. 60-01

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100051166	17A	17

PARCEL 1 N/F KRISTIN STOCKTON
REQ'D EASEMENT FOR CONSTR. OF DRIVES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE100	30.00' RT.	129+34.92	DUDLEY LANE
DE101	47.00' RT.	129+34.87	DUDLEY LANE
DE102	47.00' RT.	129+60.00	DUDLEY LANE
DE103	30.00' RT.	129+60.00	DUDLEY LANE
DE100	30.00' RT.	129+34.92	DUDLEY LANE

REQ'D EASEMENT AREA = 419 SQ. FT.

DE200	30.00' RT.	130+00.86	DUDLEY LANE
DE201	33.61' RT.	130+00.14	DUDLEY LANE
DE202	40.65' RT.	129+93.94	DUDLEY LANE
DE203	51.93' RT.	130+06.56	DUDLEY LANE
DE204	43.80' RT.	130+13.11	DUDLEY LANE
DE205	37.14' RT.	130+16.33	DUDLEY LANE
DE206	30.00' RT.	130+18.16	DUDLEY LANE
DE200	30.00' RT.	130+00.86	DUDLEY LANE

REQ'D EASEMENT AREA = 311 SQ. FT.

TOTAL REQ'D EASEMENT AREA = 730 SQ. FT.

TOTAL LOT SIZE = +/- 0.81 ACRES

PARCEL 2 N/F DAVID & SHERI RADAZEWSKI
REQ'D EASEMENT FOR CONSTR. OF DRIVES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE300	30.00' RT.	130+25.17	DUDLEY LANE
DE301	35.00' RT.	130+25.13	DUDLEY LANE
DE302	35.06' RT.	130+45.44	DUDLEY LANE
DE303	30.00' RT.	130+45.44	DUDLEY LANE

REQ'D EASEMENT AREA = 101 SQ. FT.

TOTAL REQ'D EASEMENT AREA = 101 SQ. FT.

TOTAL LOT SIZE = +/- 0.59 ACRES

1

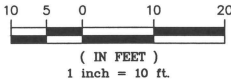
REMOVE DRIVEWAY
EASEMENT DATA

14:0355 - Task Order 16-024 - Dudley Lane Sidewalk Project\DUDLEY LANE DRIVEWAY\CAD\60 ROW.dwg Dec 04, 2020 - 11:05am WALK5594

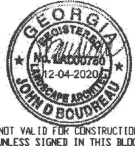
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTRUCTION
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
PARCEL NUMBER
BEGIN LIMIT OF ACCESS
END LIMIT OF ACCESS
EXIST. LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS



ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280



ATKINS
JOB NO. 100051166
DRAWN CLH
DESIGNED CLH
CHECKED JDB
QC



DATE	REVISIONS
12-4-2020	1. REMOVE DRIVEWAY FROM PROJECT

CITY OF SANDY SPRINGS PUBLIC WORKS
ROW TABLE
DUDLEY LANE SIDEWALK PROJECT
DRAWING NO. 60-02

Compilation of Costs to Restore Damages

Ed Castro Landscape

Construction Administration	Quantity 1.00	Units each		
			Subtotal	\$ 650.00
Plantings Above Wall for Barrier	Quantity	Units		
Gardenia, Frost Proof	14.00	3 gallon		
Azalea, Encore Autumn Rouge (Pink-Red)	19.00	3 gallon		
Azalea, Encore Autumn Angel (White)	16.00	3 gallon		
Phlox, Creeping Pink	30.00	1 gallon		
Rudbeckia, Blackeyed Susan Goldsturm	20.00	1 gallon		
Hand Work	1.00	each		
Mulch, Dyed Brown	69.00	2 CF		
			Subtotal	\$ 3,411.12
Final Site Detailing	Quantity	Units		
Final Site Detailing	1.00	each		
Debris Removal (Dump at shop)	2.00	each		
			Subtotal	\$ 679.63
			Total	\$ 4,740.75

Peachtree Corners Services LLC

Replacing all plants and trees with new back to existing size that were damage, also transplanted what all can be salvageable from site.

Replacing to exact same size that existed, to be able to backfill areas for proper grade and water flow where plants existed

	Quantity	Units	Subtotal	\$ 10,500.00
Sod	504	Sq Ft		\$ 1,008.00
			Total	\$ 11,508.00

Pike Nurseries

	Quantity	Units	Unit Cost	
Wintergem Boxwood	24	3 gal	39.99	\$ 959.76
Gold Mop Cypress	12	3 gal	36.99	\$ 443.88
Big Blue Liriope	160	1 gal	11.99	\$ 1,918.40
Limelight Hydrangea	5	3 gal	36.99	\$ 184.95
Pieris	6	3 gal	36.99	\$ 221.94
Endless Summer Hydrangea	5	3 gal	36.99	\$ 184.95
Autumn Fern	24	1 gal	12.99	\$ 311.76
			Subtotal	\$ 4,225.64
Planting Mix	38		9.99	\$ 379.62
Bags of Plant Starter Fertilizer	4		26.99	\$ 107.96
Dark Brown Mulch	170		3.99	\$ 678.30
Yards Topsoil	10		70	\$ 700.00
			Subtotal	\$ 1,865.88
			Tax	\$ 426.41
			Installation Cost	\$ 4,846.00
			Design Credit	\$ (399.00)
			Total	\$ 10,964.93

Mean Quotes \$ 9,071.23

Landscape Quotes Estimates

Mean Quotes	\$ 9,071.23
Design Fee Reimbursement	\$ 399.00
Cost to remove existing 30' Tree	\$ 3,500.00
Cost of new tree replacement	\$ 825.00
Cost to remove existing Magnolia Tree	\$ 2,000.00
Cost of new Magnolia replacement	\$ 825.00
Total	\$ 16,620.23

Landscape Services Agreement

November 5, 2019

Submitted To: Stockton, Kristin
Kristin Stockton
4721 Dudley Lane NW
Atlanta, GA 30327

Project Name: Stockton, Kristin

Proposal #: 53076
Contact: 404.502.8330
Email: ccskrs@mac.com

Site Address: 4721 Dudley Lane NW
Atlanta, GA 30327

Scope

Ed Castro Landscape will provide the materials and labor outlined below to complete the following landscape repair work and to account for elevated sidewalk and drive.

Construction Management/Design Layout

Description	Quantity	Units	
Construction Administration	1.00	each	
Price			<u>\$650.00</u>

Boulder Walls

a) Provide the materials and labor required to construct approximately 110 linear ft. of boulder retaining walls to retain soil/planting bed along sidewalk and drive. Retaining wall to be 14-18" tall.

Description	Quantity	Units	
Boulder, Fieldstone Tennessee	10.50	ton	
Labor to Build Wall	2.80	day	
Gravel, Egg Rock Small 1-2" #4	1.00	ton	
Price			<u>\$8,939.39</u>

Soils to Backfill Wall

a) Provide and place 2 loads of fill soil and 1 load of landscape mix soil to backfill boulder walls and raise grade to sidewalk/drive elevations.

Description	Quantity	Units	
Caterpillar	1.00	day	
Hand Grading/Hand Work	1.00	day	
Soil, Fill Dirt	18.00	cu yds	
Soil, Top Soil, Blackened Composted	8.00	cu yds	
Price			<u>\$3,846.35</u>

Plantings Above Wall for Barrier

a) Provide and install the following plant material between retaining wall and sidewalk and along drive edges to create a barrier to prevent someone from falling.

Description	Quantity	Units	
Gardenia, Frost Proof	14.00	3 gallon	
Azalea, Encore Autumn Rouge (Pink-Red)	19.00	3 gallon	
Azalea, Encore Autumn Angel (White)	16.00	3 gallon	
Phlox, Creeping Pink	30.00	1 gallon	
Rudbeckia, Blackeyed Susan Goldsturm	20.00	1 gallon	
Hand Work	1.00	each	
Mulch, Dyed Brown	60.00	2 CF bag	
Price			\$3,411.12

Sod

a) Provide and install up to 1 pallet of zoysia sod between retaining wall and existing landscape.

Description	Quantity	Units	
Sod, Zoysia Meyer/El Toro	504.00	square ft	
Price			\$1,008.00

Final Site Detailing

- a) Wash down hardscapes to remove soil deposited throughout landscape repair work.
b) Haul off and dispose of any debris generated by the above listed work.
c) Lightly prune plantings to shape.

Description	Quantity	Units	
Final Site Detailing	1.00	each	
Debris Removal (Dump at shop)	2.00	each	
Price			\$679.63

Landscape ServicesTotal:

\$18,534.49

Terms & Conditions

The proposed payment schedule for this project would be...

1. 50% upon acceptance.
2. 40% upon substantial completion.
3. 10% upon completion of any punch items.

Please Note:

- Ed Castro Landscape will take proper steps to locate standard utilities, and use caution during construction while working near utilities. However, ECL is excluding the cost of repairs of damage to existing utilities, including, but not limited to; invisible dog fence, irrigation, landscape lighting, domestic water line, and improperly marked utilities. If damage occurs, ECL will ensure proper management to restore services for the Homeowner. Due to the nature of this work, ECL can not provide an accurate estimate beforehand. An invoice will be submitted to Homeowner for full reimbursement.

Chris Hopper

Date

Accepted:

Date



Kristin Stockton
4721 Dudley Ln Nw
Atlanta, Ga 30327
(404) 502-8330

Vista landscaping services

100 Hemingway Ln
Roswell, Georgia 30075

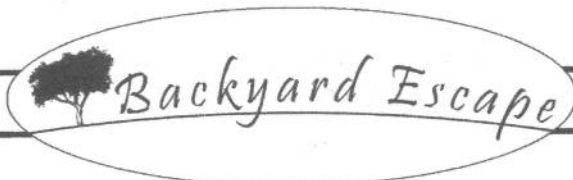
Phone: (404) 438-0117

Email: vistalandscapingservicesga@gmail.com

Estimate # 000041
Date 10/23/2019

Description	Total
Retaining wall And Fill In Dirt	\$5,615.00
Retaining wall and fill in dirt	
Subtotal	\$5,615.00
Total	\$5,615.00

ESTIMATE



Backyard Escape LLC
Charles W. Button
770-722-4111
charliewbutton@gmail.com

DATE: October 21, 2019
TO: K, Stockton
4721 Dudley Ln,
Atlanta, Ga 30327
404-502-8330

Project:

Landscape Plan for (Left, Front, Right Side) of Home

Left Side Landscape Plan

- Backyard Escape will remove 4 azalea bushes and 1 existing Dogwood
12 Helleborus will be dug up and set aside to be transplanted
- Once bushes and brush have been removed, 4 yards of soil will be brought in and slowly worked into place to bring up the existing grade of the new driveway.
- After the grade has been established 5) 7gal Azalea will be planted to create privacy from the neighbor. The 12 Helleborus will then be planted in and around the azaleas and Jap. Maple.
- Pine straw will then be installed to complete the area.

TOTAL \$3,300.00

Front Yard Landscape Plan

- Due to the elevation change in the front yard, Backyard Escape will dig out and install a 2 course tall by 55' long boulder wall.
- The wall will bring up the existing grade to the new sidewalk elevation to prevent people from falling into the yard.
- The boulder wall will be 4' off the sidewalk to provide a planting bed.
- Dirt will be brought in to backfill the boulder wall.
- 15) 4' Emerald Green Arborvitae will be planted in the planting bed to provide privacy for the home from the street and sidewalk.
- Pine straw will then be installed to complete the area.

— this

TOTAL \$6,100.00

Right Side Landscape Plan

- The right side of the driveway elevation will be brought up with topsoil. Once the elevation has been established, 1 pallet of Bermuda sod will be installed around the magnolia.
- Bringing the elevation up will prevent a large drop off as people enter and exit the car in the driveway.

TOTAL \$1,900.00



Client Name: Kristen Stockton

Address: 4721 Dudley lane

30327

Primary Phone #:

Date: 6/1/19

Front Garden:

Add soil and plants along edges of new concrete drive & walk

Qty	Description	Size	Rtl Price	Total
24	Wintergem boxwood	3 gal	\$39.99	\$959.76
12	Gold mop cypress	3 gal	\$36.99	\$443.88
160	Big blue liriop	1 gal	\$11.99	\$1,918.40
5	Limelight Hydrangea	3 gal	\$36.99	\$184.95
6	Pieris	3 gal	\$36.99	\$221.94
5	Endless Summer Hydrangea	3 gal	\$36.99	\$184.95
24	Autumn fern	1 gal	\$12.99	\$311.76
Soil Amendments:				
38	Planting Mix		\$9.99	\$379.62
4	Bags of Plant Starter Fert.		\$26.99	\$107.96
170	Dark brown Mulch		\$3.99	\$678.30
10	yards topsoil		\$70.00	\$700.00

This proposal is good for 30 days. All trees and shrubs are covered by Pikes "Lifetime" warranty. No perennials, groundcovers, sod, or annuals are covered by warranty. This proposal covers only the scope and materials listed above. Any additional work or materials will be charged as a change order. No irrigation, electrical work or drainage is part of this proposal unless listed above.



Material Cost	\$6,091.52
tax	\$426.41
Installation cost	\$4,846.00
Design credit	(\$399.00)
Total project cost	\$10,964.93

I understand the scope, cost, and warranty for this installation and by my signature I agree to this proposal

name

date

Jimmy

***Peachtree Corners
Services LLC***

<i>Peachtree Corners Services LLC</i> 229-309-5539 Jmiller5539@gmail.com	TO Kristin Stockton 4721 Dudley Lane	JOB Landscaping
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Page 400 of 511

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A REMEDIATION AGREEMENT AND TEMPORARY
EASEMENT ON PROPERTY LOCATED IN LAND LOT 119 OF THE 17th DISTRICT, CITY OF
SANDY SPRINGS, FULTON COUNTY, GEORGIA, PARCEL NO: 17011900010399**

WHEREAS, the City of Sandy Springs (“City”) is a political subdivision of the State of Georgia (“State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the Mayor and City Council of the City of Sandy Springs (“City Council”) are charged with the protection of the public health, safety, and welfare of the citizens of the City; and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Council, has reviewed and approves the City’s acceptance of a Remediation Agreement and Temporary Easement for property located at 4721 Dudley Lane owned by Kristin R. Stockton, in Land Lot 119 of the 17th District, Fulton County, Sandy Springs, Georgia; and

WHEREAS, the City Council has considered the Project and determined that appropriation of the property rights and interests are necessary and must be carried out expeditiously to ensure protection of the public and timely completion of the Project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia as follows:

1. The City Council approves the acceptance of the Remediation Agreement and Temporary Easement on property located in Land Lot 119 of the 17th District, Fulton County, Sandy Springs, Georgia to facilitate the construction of Project.

2. The City Manager is hereby authorized to take such actions as may be necessary to effectuate the intent of this resolution.

SO RESOLVED, this _____ day of _____, 2021.

Approved:

RUSSELL K. PAUL, Mayor

Attest:

RACQUEL GONZALEZ, City Clerk
(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: May 20, 2021 Submission for the June 15, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve Contract Award to Pond and Company for the Design of the Mid-Block Crossing on Roswell Road at the North Fulton Government Annex and to Authorize the City Attorney and City Manager to Negotiate and Execute the Contract

Recommendation:

Staff recommends approval of contract award to Pond and Company for the Design of the Mid-Block Crossing on Roswell Road at the North Fulton Government Annex ("Project"), pending approval by the City of Sandy Springs ("City") legal and finance departments.

Background:

In 2019, a traffic study was performed along Roswell Road in the vicinity of the North Fulton Government Annex Building. That study determined that a mid-block crossing with a Pedestrian Hybrid Beacon (PHB) was warranted in this area due to the high volume of pedestrians and the geometry of the road. The intent of this project is to give pedestrians on the west side of Roswell Road safe access to the Fulton County Government Services Center on the east side of Roswell Road.

The design efforts shall include construction of a raised median on Roswell Road, a HAWK hybrid pedestrian signal, ADA compliant curb ramps, Sandy Springs standard streetscape elements (lighting, brick pavers, and landscaping), and any other minor pedestrian upgrades to improve the safety of the area.

To advance the Project, on April 26, 2021, the City issued a Request for Quote ("RFQ") seeking quotes from qualified design consultants to design the Project. Bids from one (1) consultant, Pond and Company, were received on May 17, 2021. Pond and Company is on the Public Works list of prequalified design consultants.

Discussion:

The design budget for the Project is \$120,000. Upon administrative review of the bid, staff recommends that award be made to Pond and Company, in the amount of \$127,250 (hourly, not to exceed). There are adequate funds available in the existing transportation budget for this Project.

Financial Impact:

The design of the pedestrian hybrid beacon crossing of Roswell Road at the Fulton County Government Services Center project will be funded by the Intersection and Operational Improvement Program (T7000). There are adequate funds available in the existing budget for this Project.

Alternatives:

Attachments:

1. Location Map
2. Resolution - Pond and Company (060121)

Location Map

The consultant has been tasked with proposing the best midblock crossing location between the car dealer to the south and Jefferson Dr to the north (red lines on the map).



Google Earth

© 2021 Google

800 ft

Page 404 of 511

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO APPROVE CONTRACT AWARD TO POND AND COMPANY FOR THE
DESIGN OF THE MID-BLOCK CROSSING ON ROSWELL ROAD AT THE NORTH FULTON
GOVERNMENT ANNEX AND TO AUTHORIZE THE CITY ATTORNEY AND CITY
MANAGER TO NEGOTIATE AND EXECUTE THE CONTRACT**

WHEREAS, in 2019, a traffic study performed at the request of the City of Sandy Springs (“City”) determined that a mid-block crossing with a Pedestrian Hybrid Beacon (PHB) (“Project”) was warranted in the vicinity of the North Fulton Government Annex Building on Roswell Road due to the high volume of pedestrians and the geometry of the road; and

WHEREAS, the intent of this Project is to give pedestrians on the west side of Roswell Road safe access to the Fulton County Government Services Center on the east side of Roswell Road; and

WHEREAS, to advance the Project, on April 26, 2021, the City issued a Request for Quote (“RFQ”) seeking quotes from qualified design consultants to design the Project; and

WHEREAS, on May 17, 2021, in response to the RFQ, the City received one (1) bid from Pond and Company, a contractor on the City’s Public Works list of prequalified design consultants, in the amount of \$127,250; and

WHEREAS, staff recommends contract award to Pond and Company in an amount not to exceed \$127,250;

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

1. That contract award for the Project shall be made to Pond and Company.
2. That the City Manager and City Attorney are authorized to negotiate and execute a contract with Pond and Company to perform the Project, in an amount not to exceed \$127,250, subject to approval of the City Attorney and the City Finance Director.
3. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the _____ day of _____, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: May 7, 2021 Submission for the June 15, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Resolution to Authorize Change Order 2, Amending the Contract for Construction Services with Construction 57, Inc., for Roswell Road (CDBG) Sidewalk Improvement Project ("Project"), (Phase 1), T0033-7, and to Authorize the City Manager to Execute Change Order 2

Recommendation:

Staff recommends that Council authorize the City Manager to execute Change Order 2, amending the Contract for Construction Services with Construction 57, Inc. to provide additional construction services for the Roswell Road (CDBG) Sidewalk Improvement Project ("Project"), (Phase 1), T0033-7, within the City of Sandy Springs, Fulton County, Georgia.

Background:

Approval of Change Order 2 will provide continuing construction services to extend the limits of the Project.

Discussion:

The present limits for Phase 1 of the Project extend from Long Island Drive to Stewart Drive. Because of prolonged Right of Way acquisition and utility relocation efforts along the north end of the Phase 2 portion of the Project, it was decided to extend Phase 1 of the Project into the limits of Phase 2 of the Project with the current contractor. This extension includes the continuation of the existing scope from Stewart Drive to Wentworth Street. The construction plans are complete and Right of Way has been obtained for this additional Project area. Due to this additional work and utility delays on the current work, the performance period for the contract will be also be extended by 180 days. The current performance period is 350 days and will be updated to 530 days with this Change Order.

Financial Impact:

The total proposed fee for Change Order 2 is \$139,339.00 and is reasonable per staff review of contract item pricing. The original contract fee was \$1,174,425.00. Sufficient funds are available in the CDBG Program to fund this work.

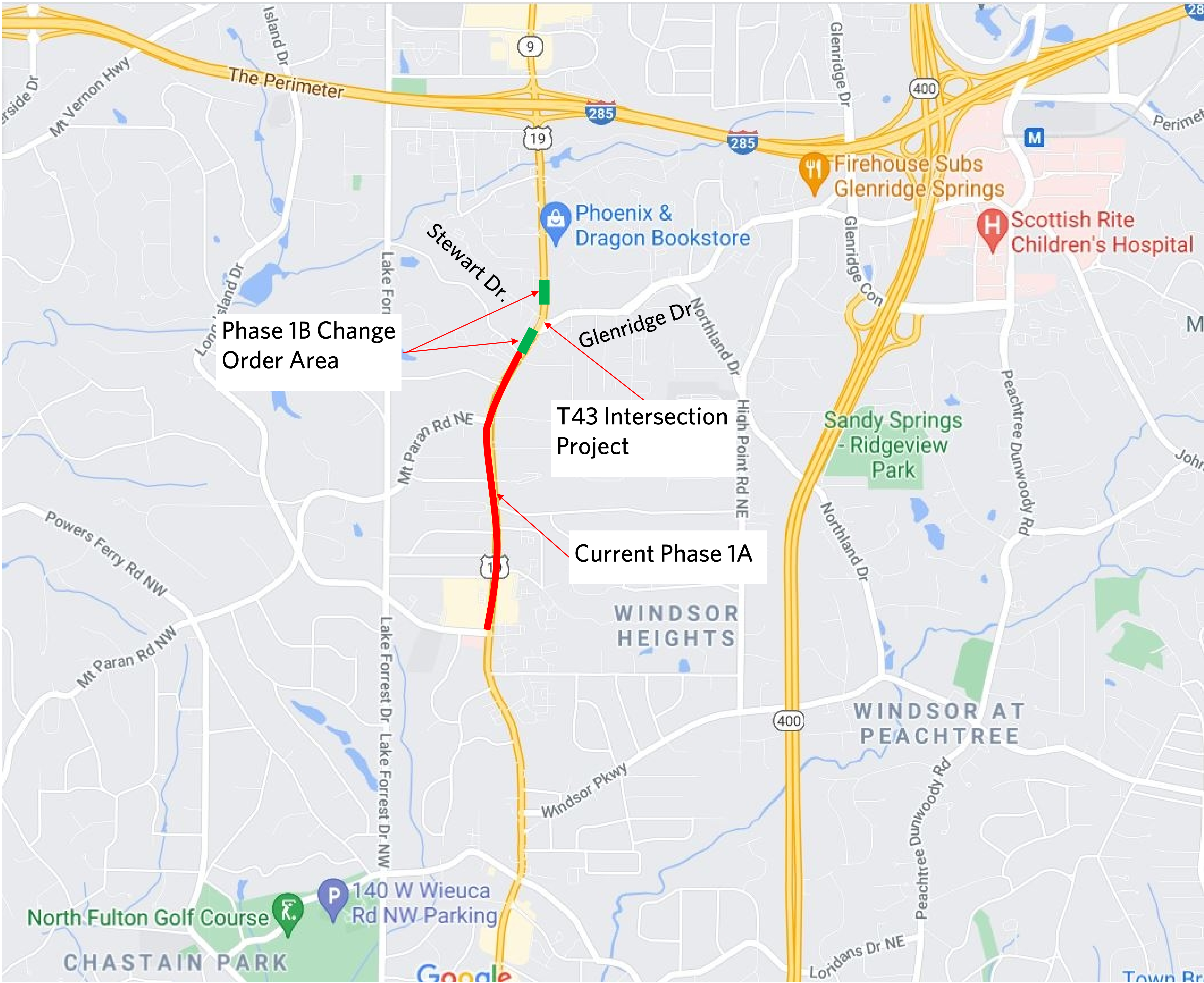
Alternatives:

N/A

Attachments:

1. Vicinity Map
2. Change Order 2
3. Change Order Form
4. Resolution

T0033-7 CDBG Roswell Road Streetscape Phase 1B Vicinity Map



CHANGE ORDER FORM

Date: 05/14/21
Change Order Number: 2
Project Number: T-0033-7
Project Name: T0033-7 CDBG Roswell Rd. Sidewalks Improvements Project

**Contractor is directed to make the following changes to this contract:**

Due to delays with utility relocations, it is necessary to request additional days for the construction performance period. Also, right of way has recently been acquired for parcels that were to be part of Phase 2 of the project. The City requested a quote from Construction 57 to complete the work at these parcels (16-18) as additional work for the current Phase 1. The new limits of the Phase 1 extend north an additional approx. 800 ft to Wentworth St. (The original Phase 1 length is approx. 4,000 ft) The contractor has submitted the attached cost estimate as part of this change order.

Original contract amount	\$1,174,425.00
Net amount of previous change orders	\$0.00
Original contract amount plus/(minus) net change orders	\$1,174,425.00
Total amount of this change order	\$139,339.00
% change to total	11.86%
New contract amount including this change order	\$1,313,764.00
Contract time change in days	180
New date of completion	10/9/2021

Owner: City of Sandy Springs Georgia
1 Galambos Way
Sandy Springs, Georgia 30328

Andrea Surratt, City Manager

Owner Name

Signature

Date

Contractor: Construction 57, Inc.
809 Park North Boulevard
Clarkson, GA 30021

Contractor Name

Signature

Date



Construction 57 Inc.

Change Order # 2 Request

Contractor : Construction 57, Inc.
P.O. # 20200260-00

Original Contract Amount: \$1,174,425.00

Items Leading to Delays	Begin Date of Requested / Referenced Item	Final Decision Made and or NTP Issued to Perform Work	Total Days Requested Due to Overlap	Change Order Value	Notes
*****Phase 1A(Original Project Limits from Long Island to Stewart Drive*****					
1. Throughout the project, relocation of communication poles took longer than expected and there are still more utilities to be relocated by the utility company providers.	4/12/21		50	N/A	Ongoing issues. Time requested is an extension of delays due to utilities included in CO1. New completion date for this Phase 1A will be 6/1/21.
2. At the traffic signal relocation at Mt. Paran Rd. & Roswell Rd. a. Waited on Georgia Power to have their power moved from an existing pole to the newly installed power pole					
*****Phase 1B(Limits from Stewart Drive to Wentworth Street*****					
3. 60 Day Notice to Property Owners of Parcels 16,17 & 18 for removal of items within the City ROW	5/6/2021		40		Notice start date on 5/6/21 and period overlaps with Phase 1A time.
4. Construction of Parcels 16-18			90	\$133,339.00	This construction extends the limits of the current phase 1 to Wentworth Street. Phase 1B 90 day performance period will be from 7/12/21 to 10/9/21.
5. Weather Delays			N/A	N/A	Any weather days are included in the utility delays
Total Days Requested:			180		

T0033-7 CDBG Roswell Road Streetscapes (Unit Prices based on original contract amount)			Parcels 16/17 Adds			Parcel 18 Adds		
ITB	20-027		Estimated Quantity	Unit Price	Total Price	Estimated Quantity	Unit Price	Total Price
Line No.	Pay Item No.	Description						
10	150-1000	TRAFFIC CONTROL	1	\$3,000.00	\$ 3,000.00	1	2000	\$ 2,000.00
65	171-0030	TEMPORARY SILT FENCE, TP C	1200	\$3.75	\$ 4,500.00	760	3.75	\$ 2,850.00
70	210-0100	GRADING COMPLETE	1	\$25,000.00	\$ 25,000.00	1	12000	\$ 12,000.00
75	310-1101	GR AGGR BASE CRS, INCL MATL	340	\$28.00	\$ 9,520.00			\$ -
100	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM	30	\$198.00	\$ 5,940.00			\$ -
105	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	30	\$198.00	\$ 5,940.00			\$ -
120	441-0104	CONC SIDEWALK, 4 IN (SIDEWALK)	305	\$31.00	\$ 9,455.00	395	\$31.00	\$ 12,245.00
135	441-4030	CONC VALLEY GUTTER, 8 IN	108	\$65.00	\$ 7,020.00			\$ -
145	441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	565	\$18.00	\$ 10,170.00	11	\$18.00	\$ 198.00
170	607-1000	MORTAR RUBBLE MASONRY	20	\$600.00	\$ 12,000.00			\$ -
270	700-9300	SOD	591	\$11.00	\$ 6,501.00			\$ -
XXX	XXX	HIGH STRENGTH CONCRETE 8 INCH THICK	55	\$200.00	\$11,000.00			
			Sub Total:			Sub Total:		
			\$ 110,046.00			\$ 29,293.00		
						Change Order 2 Total (Phase 1B) Cost:		
						\$ 139,339.00		

CHANGE ORDER FORM**Date:** 05/14/21**Change Order Number:** 2**Project Number:** T-0033-7**Project Name:** T0033-7 CDBG Roswell Rd. Sidewalks Improvements Project**Contractor is directed to make the following changes to this contract:**

Due to delays with utility relocations, it is necessary to request additional days for the construction performance period. Also, right of way has recently been acquired for parcels that were to be part of Phase 2 of the project. The City requested a quote from Construction 57 to complete the work at these parcels (16-18) as additional work for the current Phase 1. The new limits of the Phase 1 extend north an additional approx. 800 ft to Wentworth St. (The original Phase 1 length is approx. 4,000 ft) The contractor has submitted the attached cost estimate as part of this change order.

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Net amount of previous change orders	\$0.00
Original contract amount plus/(minus) net change orders	\$1,174,425.00
Total amount of this change order	\$139,339.00
% change to total	11.86%
New contract amount including this change order	\$1,313,764.00
Contract time change in days	180
New date of completion	10/9/2021

Owner: City of Sandy Springs Georgia**1 Galambos Way****Sandy Springs, Georgia 30328**

Andrea Surratt, City Manager

Owner Name**Contractor:** Construction 57, Inc.

809 Park North Boulevard

Clarkson, GA 30021**OLUSEGUN OSHO PRESIDENT**
Contractor Name**Signature****Date****Signature****Date**

05/27/2021

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO AUTHORIZE CHANGE ORDER 2, AMENDING THE CONTRACT FOR
CONSTRUCTION SERVICES WITH CONSTRUCTION 57, INC., FOR ROSWELL ROAD (CDBG)
SIDEWALK IMPROVEMENT PROJECT ("PROJECT"), (PHASE 1), T0033-7, AND TO
AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDER 2**

WHEREAS, the City of Sandy Springs ("City") currently is a party to a contract with Construction 57, Inc. for construction services ("Contract") for the Roswell Road (CDBG) Sidewalk Improvement Project ("Project"), (Phase 1), T0033-7, within the City; and

WHEREAS, the present limits for Phase 1 of the Project extend from Long Island Drive to Stewart Drive; and

WHEREAS, because of prolonged right of way acquisition and utility relocation efforts along the north end of the phase 2 portion of the Project, it has been proposed to extend Phase 1 of the Project into the limits of Phase 2 of the Project ("Extension") with the current contractor, Construction 57, Inc.; and

WHEREAS, the construction plans for the Extension are complete and right of way has been obtained for this additional Project area; and

WHEREAS, the proposed cost for the Extension is \$139,339.00 and is reasonable per staff review of contract item pricing; and

WHEREAS, extending the Project, as proposed, requires the City to amend the Contract by entering into a Change Order with Construction 57, Inc., in the amount of \$139,339.00, which amount is available in the CDBG Program for funding the Extension; and

WHEREAS, the City desires to so amend the Contract by executing Change Order 2, as attached hereto;

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

1. That the attached Change Order 2 in the amount of \$139,339.00 with Construction 57, Inc. is hereby approved; and
2. That the City Manager is authorized to execute Change Order 2; and
3. That the City Attorney and the City Manager are hereby authorized to make such minor changes to Change Order 2 as may be deemed necessary prior to execution and to take such actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the _____ day of _____ 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: February 8, 2021 Submission for the June 15, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Purchase and Sale Agreement for Property Located at 633 Lorell Terrace NE (Tax Parcel # 17-0071-0006-014-3), Sandy Springs, Georgia on the TS-193 Project

Recommendation:

Staff recommends the Mayor and City Council accept and approve this Purchase and Sale Agreement for the property located at 633 Lorell Terrace NE, Sandy Springs, Georgia.

Background:

This property is part of the Hammond Drive widening project (hereafter, the "Project"). In order to construct the Project, fee simple rights are required over, under, and through the property located at 633 Lorell Terrace NE within the City of Sandy Springs. Staff has been in negotiations to acquire the property by purchase and has come to an amicable agreement.

Discussion:

The property in question is a single family residence built in the 1950's on an approximate 18,000 square foot lot. It is located along Lorell Terrace in a predominately single family residential area. Staff has negotiated a Purchase and Sale Agreement wherein the City may acquire the Property for the purchase price of \$400,000.00. This property will not be suitable for a First Responder Lease-Out.

Financial Impact:

Purchase of the property has been budgeted in the TSPLOST/TS-193 Project Budget.

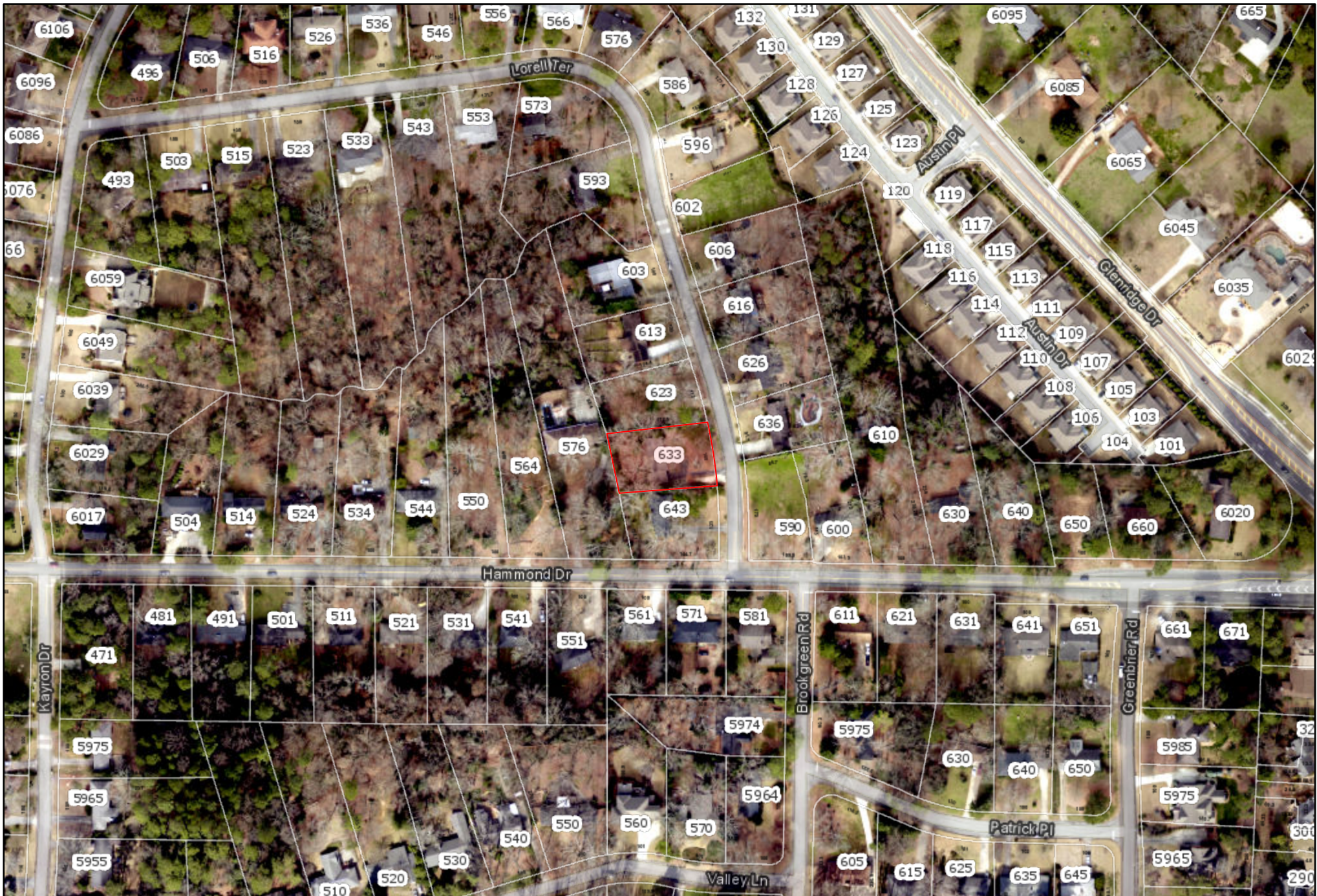
Alternatives:

The City's failure to obtain title to this property would result in the City having to potentially modify the proposed Project, which would increase the cost of the project.

Attachments:

1. Aerial Map
2. GIS Map
3. Purchase and Sale Agreement 633 Lorell Terrace - Seller executed 3.4.2021

4. Resolution



633 Lorell Terrace

Date: 3/5/2021
Map Size: 8.5x11 (LETTER)



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



FULTON
COUNTY



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PURCHASE AND SALE AGREEMENT FOR 633 LORELL TERRACE

THIS PURCHASE AND SALE AGREEMENT FOR 633 LORELL TERRACE (hereinafter "**Agreement**") is made and entered into as of the Effective Date specified below (hereinafter the "Effective Date"), by and between **DEAN EDWARD PERRY, AS TRUSTEE UNDER THE TRUST ESTABLISHED PURSUANT TO THE LAST WILL AND TESTAMENT OF CHARLES ALBERT PERRY DATED MAY 7, 2002 A/K/A THE CHARLES A. PERRY TRUST**, (hereinafter called the "**Seller**"); and **CITY OF SANDY SPRINGS, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter called the "**Purchaser**").

W I T N E S S E T H

1. Agreement to Purchase Property. Purchaser hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following property (hereinafter the "Property"):

That certain parcel of land lying and being in Land Lot 71 of the 17th District, Tax Parcel 17 007 1000060143 in Sandy Springs, Fulton County, Georgia, and as more particularly described as Exhibit B of that certain Executor's Deed recorded in Deed Book 51955, Page 600 in the Office of the Clerk of the Superior Court of Fulton County, Georgia, being improved property known as 633 Lorell Terrace NE, according to the present system of numbering houses in and around the City of Sandy Springs.

2. Purchase Price, Method of Payment. The purchase price for the Property, (hereinafter the "Purchase Price") shall be FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00). The Purchase Price, after crediting the Earnest Money, subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser by wire transfer of immediately available funds to Seller on the Closing Date.

3. Earnest Money.

(a) Within ten (10) days after the Effective Date Purchaser shall pay to John W. Bell, P.C. (hereinafter the "Escrow Agent") the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) as the initial earnest money deposit. The initial earnest money deposit and any additional earnest money paid to the Escrow Agent by the Purchaser pursuant to this Agreement are herein called the "Earnest Money."

(b) If Closing should occur hereunder, Escrow Agent shall pay the Earnest Money to the Closing Agent and the Earnest Money shall be applied and credited in reduction of the Purchase Price.

(c) If Closing does not occur hereunder because: (i) Purchaser exercises any unexpired right or option under this Agreement to rescind, cancel or terminate this Agreement within the time provided herein, (ii) Seller fails or is unable to deliver Seller's deed and other Seller Deliveries required by Subsection 7(b)(i) to the Purchaser conveying the quality of title to the Property required by this Agreement, or (iii) Seller defaults under this Agreement and fails to cure such default within the period allowed for cure, the Purchaser shall have the option to notify Escrow Agent, after the passage of any required notice period, to immediately refund the Earnest Money to Purchaser, less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement, whereupon this

Agreement shall terminate and the parties to this Agreement shall have no further rights, duties or obligations to the other, except as otherwise specifically provided by this Agreement.

(d) Otherwise, the Earnest Money shall be deemed non-refundable and shall be paid to the Seller upon the termination of this Agreement. Until one of the preceding conditions should exist, the Earnest Money shall be held and disbursed by Escrow Agent strictly in accordance with the terms and provisions of Section 6 of this Agreement.

4. Title.

(a) Warranty of Title. At Closing, Seller shall convey Good and Marketable Fee Simple Title to said Property by limited warranty deed, in proper form for recording, subject only to (i) all zoning, environmental and other laws, ordinances, codes, rules, regulations, requirements or executive mandates and other such governmental and/or quasi-governmental matters affecting the Property as of the Closing Date; (ii) general utility, sewer, and drainage easements of record as of the Closing Date; (iii) declarations of subdivision and/or condominium and declarations of covenants, conditions and restrictions of record as of the Closing Date; (iv) any additional state of facts shown by a survey, if obtained by Purchaser, or if a survey is not obtained, any state of acts that an accurate survey of the Property would disclose; (v) taxes and assessments for the year of 2021 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessment or digest disputes; (vi) liens, easements, encumbrances, and any other matters of public record on the Effective Date, including matters of survey; and (vii) those title encumbrances and other exceptions which are waived by Purchaser pursuant to the provisions of this Agreement (collectively referred to as the "Permitted Exceptions"). Seller warrants that on the Closing Date the Property will be unencumbered by any leases and there will be no tenant in possession. In the event the Seller should be unable to convey the Property at Closing to Purchaser with the quality of title required by this Section, Purchaser may either take such title as Seller can give, or Purchaser may terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall have the right to terminate this Agreement if Seller does not provide to Purchaser sufficient curative services or documentary evidence reasonably acceptable to Purchaser to establish the proper vesting of title to the Property in the name of Seller by the Closing Date.

(b) Good and Marketable Fee Simple Title. For all purposes of this Agreement, "Good and Marketable Fee Simple Title" shall mean fee simple title as is insurable by a title insurance company selected by the Purchaser which is licensed to do business in Georgia under such title company's standard ALTA form of Georgia owner's policy of title insurance, at its standard rates subject to the Permitted Exceptions and any standard exclusions therein.

(c) Purchaser's Title Review. Purchaser shall have thirty (30) days following the Effective Date (the "Title Review Period") to conduct an examination of the condition of Seller's title to the Property, and to deliver to the Seller written notice of any objections by the Purchaser to the condition of the Seller's title along with copies of the underlying instruments upon which such title objections are based, a copy of any title commitment for an owner's policy of title from a national title insurance company selected by Purchaser (or in the alternative, a copy of the title

certificate prepared for Purchaser) (the "Title Objection Notice"). Subject to Subsection 4(e) below concerning Monetary Encumbrances, any objectionable matters omitted from Purchaser's Title Objection Notice or if Purchaser fails to deliver the Title Objection Notice before the end of the Title Review Period, all such matters of title except for "Monetary Encumbrances" as defined in Subsection 4(e) below shall be deemed waived by Purchaser and shall become part of the Permitted Exceptions.

(d) Seller's Title Notice Period. Seller shall have five (5) business days from the date of receipt of Purchaser's Title Objection Notice, if any ("Seller's Title Notice Period") in which to review such title objections, and to deliver to Purchaser written notice of whether it elects to cure any such title objections ("Seller's Election Notice"). Seller's failure to deliver Seller's Election Notice by the end of the Seller's Title Notice Period shall be deemed an election by Seller not to cure the title objections identified in the Title Objection Notice. With the exception of any "Monetary Encumbrances," as defined herein, Seller shall have no obligation to take any action whatsoever to cure any title objections by Purchaser. In the event Seller does not elect to cure any title objections identified in the Title Objection Notice, then no later than five (5) business days after receipt of Seller's Election Notice or expiration of Seller's Title Notice Period, Purchaser shall elect in writing either to (i) waive any such title objections and proceed with Closing, in which event such title objections shall be deemed part of the Permitted Exceptions, or (ii) terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder. The failure of Purchaser to give Seller written notice of its election as to the foregoing alternatives in the immediately preceding sentence within the applicable time period shall be deemed an election by Purchaser to waive any such title objections, with such title objections being deemed part of the Permitted Exceptions, and proceed with Closing. If Seller elects to cure any of Purchaser's title objections, Seller shall have until the Closing Date to cure such objections; provided, however, that Seller shall not be deemed to be in default of this Agreement, if Seller fails or is unable to remove any such title objections by the Closing Date. It is expressly agreed and understood that in no event shall Seller be required to bring any action or proceedings, convey, or acquire any interest in real property, or incur any costs or expense to render title to the Property free and clear of any title objections identified in Title Objection Notice or otherwise except as expressly provided herein with respect to Monetary Encumbrances, and Purchaser shall have no right of specific performance against Seller to cause any such title objections to be removed.

(e) Monetary Encumbrances. Notwithstanding any other provision of this Agreement, the Seller shall be obligated to cause, on or before the Closing Date, the Property to be released from all security deeds, mortgages, tax liens, financing statements and other liquidated financial encumbrances of any kind affecting Seller's title to the Property incurred by, against or at the instance of the Seller, whether or not such matters were included in Purchaser's Title Objection Notice (the "Monetary Encumbrances"). The Closing Agent shall withhold and disburse from the Purchase Price a sufficient amount to satisfy all such Monetary Encumbrances. Notwithstanding anything contained herein to the contrary, Seller shall not be obligated or compelled to cause the Property to be released from any Monetary Encumbrances if the sum total of the required payoffs exceed the Purchase Price and, in the event Seller elects not to release any such Monetary Encumbrances, Purchaser may elect in writing either to (i) proceed with Closing subject to such

Monetary Encumbrances, which shall be deemed part of the Permitted Exceptions, or (ii) terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder.

(f) Changes in Condition of Seller's Title after the Effective Date. Seller agrees and covenants with the Purchaser that, from and after the Effective Date, Seller will not take any action or allow any condition to exist which will adversely affect the condition of the Seller's title on the Effective Date. However, notwithstanding Subsection (f) hereof, in the event that, after the county record date of Purchaser's title certificate or title commitment and before Closing, Purchaser discovers any adverse change in the condition of Seller's title (other than Monetary Encumbrances) which did not first appear of record until after the Effective Date of this Agreement, Purchaser shall have the additional right to object to such new matters at any time prior to the Closing Date; and, in the event of such additional objections, Seller shall have five (5) business days after receipt of notice from Purchaser of such additional to notify Purchaser whether it elects to cure such additional title objections. Seller's failure to notify Purchaser of its election within such five (5) business day period shall be deemed an election not to cure such additional title objections. In the event Seller does not elect to cure any such additional title objections, then no later than five (5) business days after receipt of Seller's written notice electing not to cure such additional title objections or expiration of the five (5) business day period for Seller to deliver to Purchaser such written notice of election, Purchaser shall elect in writing either to (i) waive any such additional title objections and proceed with Closing, in which event such additional title objections shall be deemed part of the Permitted Exceptions, or (ii) terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder. The failure of Purchaser to give Seller written notice of its election as to the foregoing alternatives in the immediately preceding sentence within the applicable time period shall be deemed an election by Purchaser to waive any such title objections, with such title objections being deemed part of the Permitted Exceptions, and proceed with Closing. If Seller elects to cure any of Purchaser's additional title objections, Seller shall have thirty (30) days within which to cure such additional objections and, if necessary, the Closing Date shall be extended to allow Seller the full thirty (30) day time period to attempt to cure such additional objections; provided, however, that Seller shall not be deemed to be in default of this Agreement, if the Seller fails or is unable to remove any such additional title objections within such 30 day period.

(g) Failure to Cure Title Objections by the Closing Date. If Seller fails to cure any title objections it previously elected to satisfy by the Closing Date, as the same may be extended by Subsection 4(f) above, Purchaser shall elect either to (i) waive any such additional title objections and proceed with Closing, in which event such additional title objections shall be deemed part of the Permitted Exceptions, or (ii) terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder.

(h) Delivery of Notices. All notices required or which may be delivered under this Section 4 shall be delivered by e-mail correspondence with delivery receipt tracking turned on to the Notice recipients identified in Section 21. Delivery of hard copies of such notices shall not be required.

5. Purchaser's Inspection and Other Due Diligence.

(a) Access and Inspection. From the Effective Date of this Agreement until the Closing Date, (hereinafter the "Inspection Period"), Seller hereby grants Purchaser the right to enter upon the Property at reasonable times after reasonable prior notice to the Seller, and at the Purchaser's sole risk and expense, for the purpose of conducting such appraisals, traffic studies, wetlands studies, environmental and soils tests and reports, engineering and any other inspections and investigations contemplated by this Agreement (collectively "Inspection Activities"). Notwithstanding the foregoing, without the Seller's express consent, representatives of the Purchaser shall not enter the interior of the buildings located upon the Property or any fenced and gated areas without a representative of the Seller being present. To the extent permitted by law, Purchaser hereby agrees to indemnify and hold Seller harmless from and against any loss or damage Seller may incur and any and all liens to the extent arising out of or connected to Purchaser's Inspection Activities or the Inspection Activities of Purchaser's agents or representatives on the Property pursuant to the provisions of this Section 5 or otherwise, and against any and all claims for death or injury to persons or property to the extent arising out of or connected to Purchaser's Inspection Activities or the Inspection Activities of Purchaser's agents or representatives on the Property pursuant to provisions of this Section 5 or otherwise. The foregoing indemnity shall survive the Closing or termination of this Agreement. Purchaser also agrees to cause any representatives, consultants and contractors performing any Inspection Activities on the Property to maintain and have in effect occurrence-based commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000.00) for personal injury, including bodily injury and death and property damage.

(b) Seller Due Diligence Deliveries. Seller shall deliver to the Purchaser within five (5) business days after the Effective Date complete and accurate copies of any surveys, inspections, leases, environmental test and reports (hereinafter the "Seller Due Diligence Documents"), which may be delivered by Seller to Purchaser by e-mail correspondence with delivery receipt tracking turned on to Purchaser's Notice recipients identified in Section 21. Delivery of hard copies of Seller Due Diligence Documents shall not be required. Purchaser hereby acknowledges and agrees that Seller has not independently verified the accuracy or completeness of any Seller Due Diligence Documents delivered by Seller to Purchaser pursuant to this Agreement or otherwise and Seller makes no representation or warranty, express or implied, as to the accuracy or completeness of any such Seller Due Diligence Documents. Purchaser acknowledges and agrees that all materials, data and information, including any Seller Due Diligence Documents, delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser.

(c) Purchaser's Right to Terminate. In the event that Purchaser's inspection and investigation of the Property results in a determination by the Purchaser that the Property is unsatisfactory for Purchaser's intended uses or is otherwise unsuitable or unacceptable in any respect, the Purchaser may terminate this Agreement by delivery to the Seller (with a copy to the Escrow Agent) a written notice of termination (hereinafter the "Notice of Termination") on or

before close of business (5:00 p.m. local time) thirty (30) days after the Effective Date of this Agreement, (hereafter referred to as the "Free Look Period"). Upon receipt of a timely Notice of Termination, the Escrow Agent shall promptly refund all Earnest Money paid (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, upon receipt of such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other. If the Purchaser does not deliver such written Notice of Termination on or before such date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 5, and such right shall expire, become null and void and shall have no further force or effect. Except in the case of an express written waiver, nothing herein shall be deemed, however, to result in a waiver of any other express right or option of the Purchaser to terminate this Agreement, including the Purchaser's right to terminate under Section 4. (Title), or the Environmental Condition, which shall be conditions separate from the Purchaser's termination right hereunder.

(d) Inspections at Purchaser's Risk and Expense. All inspections and testing of the Property by Purchaser and its agents shall be performed at the sole cost and risk of the Purchaser. If this Agreement is terminated, Purchaser shall promptly return to Seller all information that exists in any form or media regarding the Property provided by or on behalf of Seller, together with copies, at no cost to Seller, of all title, surveys, engineering, traffic, environmental, soils and other reports and studies obtained by Purchaser through its investigation of the Property assigned to Seller, to the extent possible if requested by the Seller.

(e) Invasive Testing. Seller authorizes Purchaser to conduct environmental testing on the soil located on the Property as reasonably determined to be appropriate by the Purchaser subject to the terms of Inspections set forth in this Agreement.

6. Escrow Instructions.

(a) Handling of Earnest Money. Escrow Agent shall promptly advise Seller and Purchaser in writing if the Earnest Money is not received by Escrow Agent in a timely fashion. Escrow Agent shall promptly deposit and hold the Earnest Money in the federally insured account at the banking institution where the Escrow Agent maintains the other funds it holds in escrow for its clients and others ("Escrow Account"). Escrow Agent may commingle the Deposit with funds of other clients in the Escrow Account and shall retain the interest earned on the Earnest Money to compensate the Escrow Agent for performing its obligations hereunder. Escrow Agent shall not be accountable for any direct or indirect incidental benefit which Escrow Agent may receive from the depository bank which is attributable to the Earnest Money.

(b) Disbursement of Earnest Money. At such time as Escrow Agent receives written notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money or any Additional Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, and the person to whom the Earnest Money or any Additional Earnest Money is to be disbursed is other than the Closing Agent, the Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money and any Additional Earnest Money for a period of five (5) business days after giving such notice. If the Escrow Agent receives written notice from either Seller or Purchaser within such five (5) business day period, which notice countermands or objects to the earlier notice of disbursement,

then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money and any Additional Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Section 5, then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in Section 5 without requesting or waiting for confirming notice from Seller. Additionally, if Seller notifies Escrow Agent of its election to terminate this Agreement pursuant to Subsection 24(b), then no confirming notice from Purchaser shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money and any Additional Earnest Money to Purchaser without requesting or waiting for confirming notice from Purchaser. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or objecting to a request for disbursement.

(c) Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (i) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (ii) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

(d) Disputes/Interpleader. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money and any Additional Earnest Money on or before the sixtieth (60th) day following the Closing Date, then Escrow Agent shall be entitled, but not required, to tender the Earnest Money and any Additional Earnest Money into the registry or custody of any court of competent jurisdiction, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for negligence, willful misconduct or breach of trust by Escrow Agent). The Escrow Agent may reimburse itself from the Earnest Money for a reasonable attorney's fee actually incurred and other reasonable costs actually incurred of filing any such interpleader action. The Escrow Agent may also, in its discretion, elect to refrain for any period from initiating any such interpleader action, and may in lieu thereof, continue to hold the Earnest Money and any Additional Earnest Money in escrow subject to the terms and conditions of this Section pending a resolution of all disputes between the parties.

7. Closing. The term "Closing," as used herein, means the consummation of the purchase and sale of the Property pursuant to this Agreement.

(a) Closing Date. Subject to the rights of the Purchaser and the Seller to extend the Closing Date by exercising their respective extension rights as set forth in this Agreement, the Closing shall take place on April 30, 2021 at 2:00 p.m. local time (the "Closing Date") at the law office of the Closing Agent, as selected by Purchaser, within 15 miles of the City of Sandy Springs (the "Closing Agent"); provided, however, the parties shall be allowed to Close by mail so that

Seller's physical presence it not required at Closing. The delivery and recording of the closing documents and disbursement of funds shall be effected through the Closing Agent at Closing and pursuant to the instructions from the parties hereto, which instructions shall not modify or diminish the respect obligations hereunder. The Closing Agent also is designated as the "real estate reporting person" for purposes of Section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or closing/settlement statement prepared by Closing Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Closing Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

Notwithstanding any provisions herein to the contrary, Purchaser, in Purchaser's sole discretion, shall have the one-time right to extend the Closing Date by up to an additional thirty (30) days upon delivery of written notice of such 30-day extension to Seller before the date five (5) business days before the Closing Date and payment to the Escrow Agent of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) as additional Earnest Money ("Additional Earnest Money"), which such Additional Earnest Money shall be applicable to the Purchaser Price but non-refundable to Purchaser save for Seller's failure to consummate the sale and transfer of the Property to Purchaser. If this Agreement should terminate without Closing for any reason except for Seller's failure to consummate the sale and transfer of the Property to Purchaser, the Additional Earnest Money shall be disbursed to Seller.

(b) Closing Documents. On the Closing Date:

i. Seller Documents and Deliveries. Seller shall execute and deliver to the Closing Agent the following documents and instruments, all in a standard form and substance reasonably satisfactory to legal counsel for the Purchaser and Seller, duly executed by or on behalf of Seller (where applicable under oath or in proper legal form for recording):

1. A limited warranty deed conveying Seller's Good and Marketable Fee Simple Title to the Property to the Purchaser, subject only to Permitted Exceptions;

2. Any curative documents which the Seller may agree to furnish in connection with the Closing pursuant to Section 4 hereof;

3. A Sellers' affidavit of ownership with respect to the Property, qualified to the knowledge of Seller and providing that nothing contained therein shall in any way enlarge or otherwise modify the limited warranty of title given in the deed of conveyance at Closing;

4. A tenant estoppel certificate satisfactory to Purchaser that the Property is unencumbered by any leases or tenants in possession;

5. A copy of the final bill for each utility servicing the property, showing the cancellation of the utility and payment in full of all outstanding charges; and

6. Such tax certifications, affidavits of authority and residency, and other customary closing documents as reasonably requested.

ii. Purchaser Deliveries. Purchaser shall deliver to the Closing Agent:

1. Payment of the balance of the Purchase Price, as adjusted in the manner required by this Agreement, which shall be disbursed to Seller in accordance with the provisions of this Agreement; and

2. Any such other customary closing documents as reasonably requested.

iii. Closing Memorandum. Purchaser and Seller shall execute and deliver electronically a settlement statement, HUD-1 Form or other closing memorandum disclosing the prorations, adjustments, funds paid and received by and to all parties at the Closing in reasonable detail.

(c) Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Purchaser and Seller at Closing, or thereafter if Purchaser and Seller shall agree:

i. All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property, (hereinafter called the "Taxes"), for the year in which Closing occurs shall be prorated between the Seller and the Purchaser as of the Closing Date with Purchaser being deemed the owner on the Closing Date.

ii. Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date. All such prorations and adjustments to be made in conjunction with the Closing shall be made as of the Closing Date and shall be effective at Closing, except as otherwise provided and as further specified herein.

(d) Costs of Closing. At Closing:

i. The Seller shall pay: the fees of the Seller's attorney and any other advisors; the cost of satisfying all Monetary Encumbrances; the cost of preparing any curative documents which the Seller may agree to deliver pursuant to Section 4 hereof; and, any other costs which the Seller may expressly agree to pay pursuant to this Agreement, but no other charges;

ii. The Purchaser shall pay: the State of Georgia Real Estate Transfer Tax payable on the recording of the Seller's limited warranty deed; all recording costs; all costs of Purchaser's title examination, title commitment and any updates and Purchaser's title premiums; all costs of Purchaser's surveys, appraisals, soils and environmental testing, wetlands investigations and other due diligence costs incurred in connection with the Purchaser's due diligence investigation of the Property; the fees of Purchaser's attorney and other advisors, and, any other costs and expenses of the transaction which are not the obligation of any other person hereunder.

8. Warranties and Representations of the Seller / Limitations and Merger. Seller represents, warrants and covenants that, to the best of Seller's present knowledge, information and belief:

(a) Seller has the right, power, authority, discretion and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement. Any individuals who may have executed this Agreement on behalf of the Seller in their representative capacities are duly constituted, appointed or elected and authorized to do so; any consent required by the Seller's members or shareholders to make such action effective has been obtained;

(b) there are no lawsuits pending or threatened against or involving Seller or the Property which affect Seller's title to the Property;

(c) Seller has not received notice of pending or threatened claims, special assessments or lawsuits affecting the Property;

(d) On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialman, architect, engineer or utility provider for work, labor or services performed or rendered by or at the instance of Seller, or for materials supplied or furnished by or at the instance of Seller, in connection with the Property for which any such person or entity could claim a lien against the Property, or shall cause any such lien to be satisfied as of the Closing Date;

(e) On the Closing Date, Seller warrants that the Property will not be encumbered by any leases, and that there will be no tenants in possession of the Property;

(f) Seller will pay or cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the Effective Date and the Closing Date; and,

(g) On the Closing Date, Seller shall provide Purchaser with any keys, door openers, codes, and other similar equipment pertaining to the Property that are in Seller's possession.

9. Purchaser's Representations and Warranties: The Purchaser is a municipal corporation duly authorized and existing under the laws of the State of Georgia. Subject to the conditions specified herein below, Purchaser has the right, power, authority, discretion and capacity to buy the Property in accordance with the terms, provisions and conditions of this Agreement. The individual who has executed this Agreement on behalf of the Purchaser in his or her representative capacities is duly constituted, appointed or elected and authorized to do so.

10. Default and Remedies.

(a) If the purchase and sale of the Property contemplated hereby does not close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Purchaser of Purchaser's obligations under this Agreement, and if the Purchaser fails or refuses to cure such default within ten (10) days after delivery of notice thereof from Seller describing the default and, if any action is possible to cure the same, describing such action, Seller shall retain the Earnest Money and any Additional Earnest Money as bargained for liquidated damages incurred by the Seller arising from the Purchaser's failure to close, and not a penalty.

(b) If the purchase and sale of the Property contemplated hereby does not close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Seller of Seller's obligations under this Agreement, and if the Seller fails or refuses to cure such default within ten (10) days after delivery of notice thereof from Purchaser describing the default and, if any action is possible to cure the same, describing such action, Purchaser, as its sole and exclusive remedy, shall elect either: (i) to receive a refund of the Earnest Money and any Additional Earnest Money; or (ii) sue Seller for specific performance of this Agreement, but not damages, and receive a full credit of the Earnest Money and any Additional Earnest Money toward the Purchase Price; provided, however, that Purchaser must commence any such action for specific performance within six (6) months after Seller's failure or refusal to timely proceed with Closing or, if earlier, Seller's wrongful termination of this Agreement, it being understood that if Purchaser fails to commence an action for specific performance within this six (6) month period, Purchaser's sole remedy shall be to receive a return of the Earnest Money and any Additional Earnest Money in accordance with clause (i) hereunder and, upon return of the Earnest Money and any Additional Earnest Money to

Purchaser, this Agreement shall terminate and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder. Notwithstanding anything to the contrary contained herein, the inability of Seller to convey the Property to the Purchaser on the Closing Date with the quality of title required by this Agreement shall not constitute a default by Seller under this Agreement unless the title restriction causing such inability arises after the Effective Date by reason of a willful action of the Seller in violation of this Agreement.

(c) Purchaser hereby waives any right to file any lis pendens or other form of attachment against the Property in the event that (i) Seller terminates this Agreement pursuant to any right given to it hereunder, (ii) Purchaser terminates this Agreement for any reason, or (iii) this Agreement is automatically terminated by its terms.

11. Damage or Destruction Before Closing. Seller shall continue to maintain its current general liability insurance coverage in effect through the Closing Date.

12. Assignment. This Agreement may not be assigned by Purchaser, in whole or in part, without the prior written consent of Seller.

13. Binding Effect. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective legal representatives, successors and permitted assigns, pursuant to Section 26 below.

14. Brokerage Commission; Disclosure. Seller and Purchaser hereby represent and warrant to the other that he/she/they have not dealt with any real estate Broker, agent or salesperson so as to create any legal right or claim in any such Broker, agent or salesperson for a commission or similar fee or compensation with respect to the negotiation and/or consummation of this Agreement.

15. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between Seller and Purchaser with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

16. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement is entirely the product of the collective joint drafting efforts of the parties hereto, negotiated between counsel for the parties hereto and, in the event of a dispute concerning the meaning, construction or interpretation of this Agreement, should any party assert any claim of ambiguity, this Agreement shall not be construed against any party as a result of that party's particular contribution to this effort.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile and/or e-mail and/or DocuSign (or similar technology) shall be considered authentic, original signatures and legally binding.

18. Time. Time is and shall be of the essence of this Agreement.

19. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

20. INTENTIONALLY OMITTED.

21. Notices. Except as expressly provided otherwise herein, all notices, requests, demands, tenders and other communications hereunder shall be in writing and shall be deemed to have been properly given or delivered if sent by (a) personal delivery, (b) United States Mail, certified, return receipt requested, (c) courier, (d) nationally recognized overnight delivery service (e.g. UPS , FedEx) for next business day delivery, or (e) e-mail delivery with delivery receipt tracking turned on (provided that the original shall be simultaneously delivered by method (a), (b), (c) or (d)) addressed as follows:

Seller: Dean Edward Perry, as Trustee
3273 Rock Creek Drive
Rex, Georgia 30273
deanperry@bellsouth.net

With a copy to: Angela Robinson, Esq.
Ashlynn Hutton, Esq.
Parker Poe
1075 Peachtree Street, NE,
Suite 1500
Atlanta, Georgia 30309
angelarobinson@parkerpoe.com
ashlynnhutton@parkerpoe.com

Purchaser: City of Sandy Springs, Georgia
Attn: Andrea Surratt, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328
asurratt@sandyspringsga.gov

With a copy to: Daniel W. Lee, City Attorney
City of Sandy Springs, Georgia
1 Galambos Way
Sandy Springs, Georgia 30328
dlee@fmglaw.com

Escrow Agent: The Law Office of John W. Bell, PC
5 Concourse Parkway
Suite 3000
Atlanta, Georgia 30328
jwbell@jwb-law.com

Any notice shall be considered given or delivered, as the case may be, on the date of delivery in the case of (a) and (c), on the postmark date in the case of (b), on the date of delivery to the nationally recognized overnight delivery service in the case of (d), or on the date the e-mail is sent (with delivery receipt tracking turned on) in the case of (e). However, the time period within which a response to any notice must be given or delivered, if any, shall commence to run from the date the notice is delivered in the case of (a), (b), (c) or (d), the date the Notice is delivered

by e-mail in the case of (e) (as confirmed by delivery receipt tracking), or the date of the party's or its agent's refusal to accept delivery in the case of (a), (b), (c) or (d).

Seller or Purchaser may designate, by not less than three (3) business days' notice given to the other in accordance with the terms of this Paragraph 10, additional or substituted parties to whom Notices should be sent hereunder

Counsel for a party may provide notice for that party.

22. Survival. Except as otherwise specified in this Agreement, all conditions or stipulations shall merge with the Closing herein.

23. Miscellaneous.

(a) As used in this Agreement, the term "business day" shall mean every day other than Saturdays, Sundays, all days observed by the federal or Georgia governments as legal holidays, and all days on which commercial banks in Georgia are authorized by law to be closed. Any reference in this Agreement to a "day" or number of "days" (other than references to a "business day" or number of "business days") shall mean a calendar day or calendar days. If the final date for any period provided for herein for the performance of any obligation or for the taking of any action falls on Saturday, Sunday, or legal holiday, then the time of the period shall be deemed extended to the next business day following such Saturday, Sunday, or legal holiday.

(b) Sellers shall surrender possession of the Property subject to the Permitted Exceptions at Closing.

(c) Purchaser acknowledges and agrees that it is purchasing the Property in its "as is, where is and with all faults" condition, based upon the condition (physical or otherwise) of the Property as of the Effective Date, subject to ordinary wear and tear. Purchaser acknowledges that Seller, except as otherwise expressly provided in this Agreement, gives no guarantee or warranty of any kind, express or implied, as to the physical or other condition of the Property, or to the conditions or existence of any improvements to the Property, or as to the merchantability or fitness for a particular purpose as to the Property, or with respect to the permitted use of the Property or the zoning or other laws, regulations and rules applicable thereto or the compliance of the Property therewith, or the revenues and expenses generated by or associated with the Property, and any implied warranty is hereby disclaimed by the Seller. Purchaser represents that it is a knowledgeable and experienced sophisticated Purchaser of real estate and that it is acquiring the Property based solely on its own independent investigation and inspection of the Property and not in reliance on any information provided by Seller, except for the warranties and representations expressly set forth herein or in the documents executed by Seller at Closing. The terms and conditions of this Subsection 23(c) will expressly survive the Closing and will not merge with the provisions of any of the documents executed at Closing.

(d) In the event this Agreement is terminated pursuant to the terms hereof, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement.

(e) The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

(f) Any consent or approval to be given hereunder (whether by Seller or Purchaser) shall not be effective unless the same shall be given in advance of the taking of the action for which consent or approval is requested and shall be in writing. Except as otherwise expressly provided herein, any consent or approval requested of Seller or Purchaser may be withheld by Seller or Purchaser in its sole and absolute discretion.

(g) Seller and Purchaser will do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices, transfers and assurances as may be reasonably required by the other Party, for the better assuring, conveying, assigning, transferring and confirming unto Purchaser the Property and for carrying out the intentions or facilitating the consummation of this Agreement.

(h) The Effective Date of this Agreement shall be the date it is signed by Purchaser.

24. Special Stipulations. The following Special Stipulations, if conflicting or inconsistent with any of the preceding portions of this Agreement, or any Exhibit, addendum attached hereto, shall control the rights and obligations of the parties and the interpretation of this Agreement:

(a) Environmental Condition. Seller acknowledges that Purchaser's obligation to close the purchase of the Property shall be conditioned upon the receipt of a Phase I and, if recommended by the Purchaser's environmental engineer or consultant, a Phase II environmental assessment of the Property with the scope and specific tests recommended by the Purchaser's environmental engineer or consultant. All such environmental testing shall be at the Purchaser's sole cost and risk.

If any Phase II testing is required, Purchaser shall notify Seller in writing of such occurrence prior to the expiration of the Free Look Period and, upon delivery of said notice Purchaser shall have the right to extend the Free Look Period for one (1) period of an additional thirty (30) days (the "Extended Free Look Period"). If Purchaser fails to provide such notice prior to expiration of the Free Look Period, Purchaser shall have waived any right to perform Phase II testing or terminate this Agreement related to the environmental condition of the Property. If Purchaser provides such written notice to Seller, Purchaser may order any applicable Phase II testing.

In the event that; (i) any Phase II testing has been ordered within the time and under the conditions provided herein, but the report with the results of such tests has not been completed and received by the Purchaser before the end of the Extended Free Look Period, or (ii) if the results of such Phase II testing reveals contamination of the improvements, soil or groundwater of the Property at levels which are reasonably unacceptable to the Purchaser and provided Purchaser has delivered such Phase II environmental report to the Seller; Purchaser may terminate this Agreement by delivery of written Notice of Termination to the Seller before close of business (5:00 p.m. local time) on the last day of the Extended Free Look Period, in which case this Agreement shall terminate, the Escrow Agent shall refund the Earnest Money to Purchaser (less the sum of TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$225.00) to be paid to Seller in consideration for entering into this Agreement), and neither party shall have any further obligation or liability to the other, except as otherwise specifically provided by this Agreement. If the Purchaser does not deliver such Notice of Termination to the Seller within the time provided herein, the Purchaser's right to terminate the Agreement pursuant to Subsection 24 (a) shall expire.

(b) Seller's Termination Right. The execution of and closing anticipated by that certain Purchase and Sale Agreement for 576 Hammond Drive between Seller and Purchaser (the "576 Hammond PSA") is a material condition to Seller's performance under this Agreement. If for any reason Purchaser fails to execute the 576 Hammond PSA concurrently with this Agreement, or terminates the 576 Hammond PSA prior to the Closing anticipated by this Agreement, then Seller may, in its sole discretion, terminate this Agreement by written notice to the Purchaser (with a copy to the Escrow Agent) (hereinafter the "Seller's Notice of Termination"). Upon receipt of Seller's Notice of Termination, the Escrow Agent shall promptly refund the Earnest Money and any Additional Earnest Money to Purchaser (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement) and, upon such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other. If, for any reason, the 576 Hammond PSA is terminated following the Closing anticipated by this Agreement, Purchaser and Seller agree that the Purchase Price in this Agreement is not representative of fair market value for the Property and this provision shall survive the Closing of this Agreement.

25. Ratification by City of Sandy Springs. The approval and enforceability of this Agreement shall be subject to the approval and ratification of this Agreement by the Mayor and City Council of the City of Sandy Springs, Georgia; provided, however, that such approval and ratification of this Agreement shall be placed on the agenda of the next regular meeting of the Mayor and City Council after the Effective Date of this Agreement and in no event later than thirty (30) days after the Effective Date of this Agreement. Should the Mayor and City Council fail to approve this Agreement within the above-stated time period, this Agreement shall become void and all Escrow Funds shall be refunded to Purchaser.

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURES BEGIN ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and sealed by their duly authorized representatives on the dates written below.

SELLER:

Dean Edward Perry as Trustee

Dean Edward Perry, as Trustee under the Trust
Established Pursuant to the Last Will and
Testament of Charles Albert Perry dated May 7,
2002 A/K/A the Charles A. Perry Trust

Date: March 4, 2021

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]

**PURCHASER:
CITY OF SANDY SPRINGS, GEORGIA**

By: _____
ANDREA SURRATT, City Manager

Attest: _____
CITY CLERK

[City seal]

Purchaser confirms that the Effective Date of this Agreement is
_____, 2021.

initial here

ESCROW AGENT:

By: _____
JOHN W. BELL

Date: _____

RESOLUTION NO. 2021-

**STATE OF GEORGIA
COUNTY FULTON**

**A RESOLUTION TO ACCEPT THE PURCHASE AND SALE AGREEMENT FOR
PROPERTY LOCATED AT 633 LORELL TERRACE NE (TAX ID# 17-0071-0006-014-3)
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City has determined it is necessary to construct certain improvements for the widening of Hammond Drive (the “Project”); and

WHEREAS, in order to construct the Project, fee simple rights are required over, under, and through the property located at 633 Lorell Terrace NE (hereafter, the “**Property**”); and

WHEREAS, City Staff has negotiated a Purchase and Sale Agreement wherein the City may acquire the Property for the purchase price of \$400,000.00; and

WHEREAS, the Mayor and City Council have considered the Purchase and Sale Agreement and have decided the most efficient way to ensure the timely completion of the Project is to acquire the Property by purchase under the terms and conditions of the Agreement.

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

The Mayor and City Council authorize the City Manager to accept the Purchase and Sale Agreement to acquire the fee simple rights over, under, and across the property located at 633 Lorell Terrace, in order to ensure the timely completion of the Project. The City Manager is hereby authorized to execute any documents in the furtherance of this Resolution, subject to approval by Legal and Finance.

RESOLVED this the 16th day of March, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: February 8, 2021 Submission for the June 15, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Purchase and Sale Agreement for Property Located at 576 Hammond Drive (Tax Parcel # 17-0071-0003-059-1), City of Sandy Springs, Georgia on the TS-193 Project

Recommendation:

Staff recommends the Mayor and City Council accept and approve this Purchase and Sale Agreement for the property located at 576 Hammond Drive, Sandy Springs, Georgia.

Background:

This property is part of the Hammond Drive widening project (hereafter, the "Project"). In order to construct the Project, fee simple rights are required over, under, and through the property located at 576 Hammond Drive within the City of Sandy Springs. Staff has been in negotiations to acquire the property by purchase and has come to an amicable agreement.

Discussion:

The property in question is a single family residence built in the 1950's on an approximate 61,770 square foot lot. It is located along Hammond Drive in a predominately single family residential area. Staff has negotiated a Purchase and Sale Agreement wherein the City may acquire the Property for the purchase price of \$679,500.00. This property will not be suitable for a First Responder Lease-Out.

Financial Impact:

Purchase of the property has been budgeted in the TSPLOST/TS-193 Project Budget.

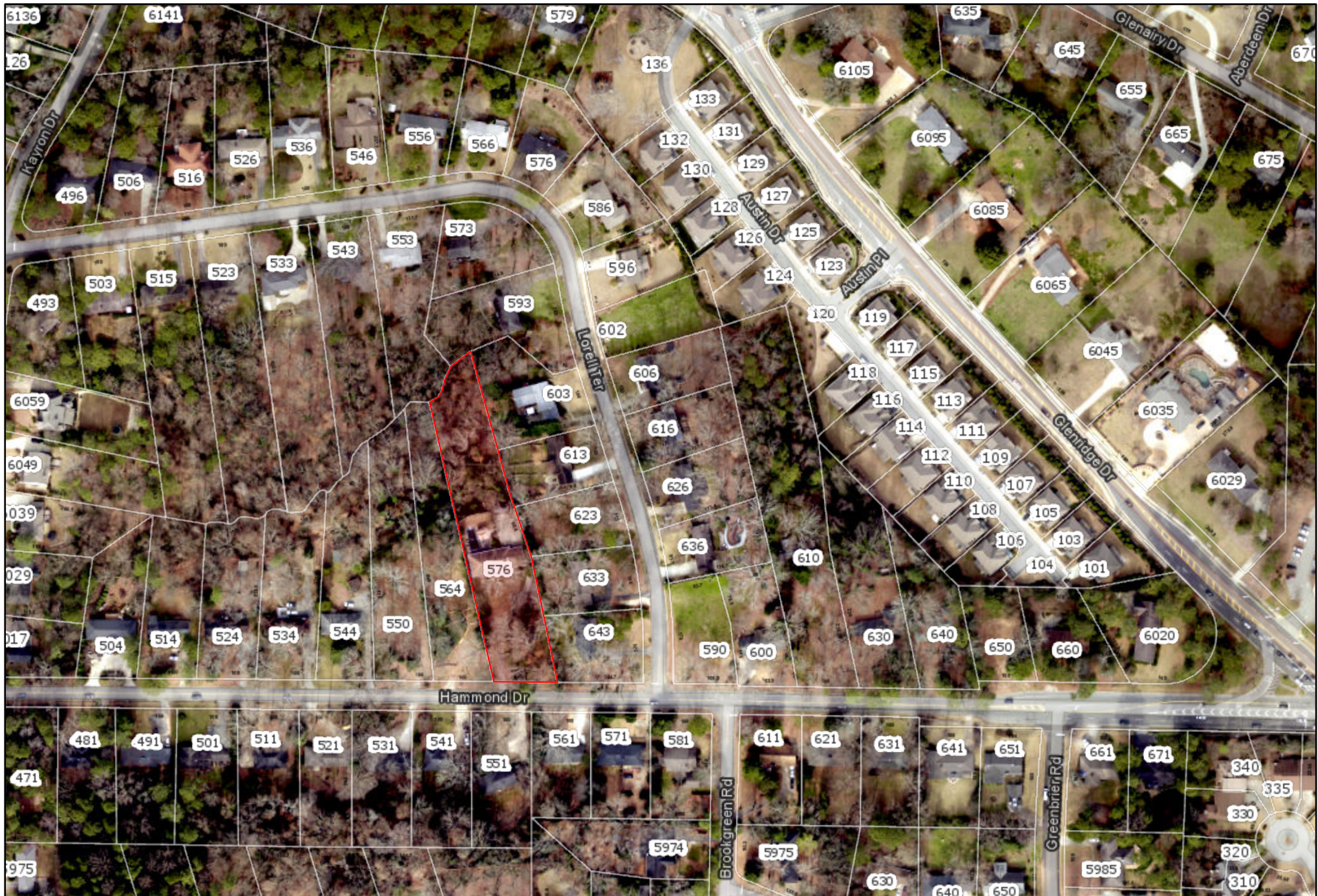
Alternatives:

The City's failure to obtain title to this property would result in the City having to potentially modify the proposed Project, which would increase the cost of the project.

Attachments:

1. Aerial Map
2. GIS Map

3. Purchase and Sale Agreement 576 Hammond - Seller Executed 3.4.2021
4. Resolution



576 Hammond Drive PSA

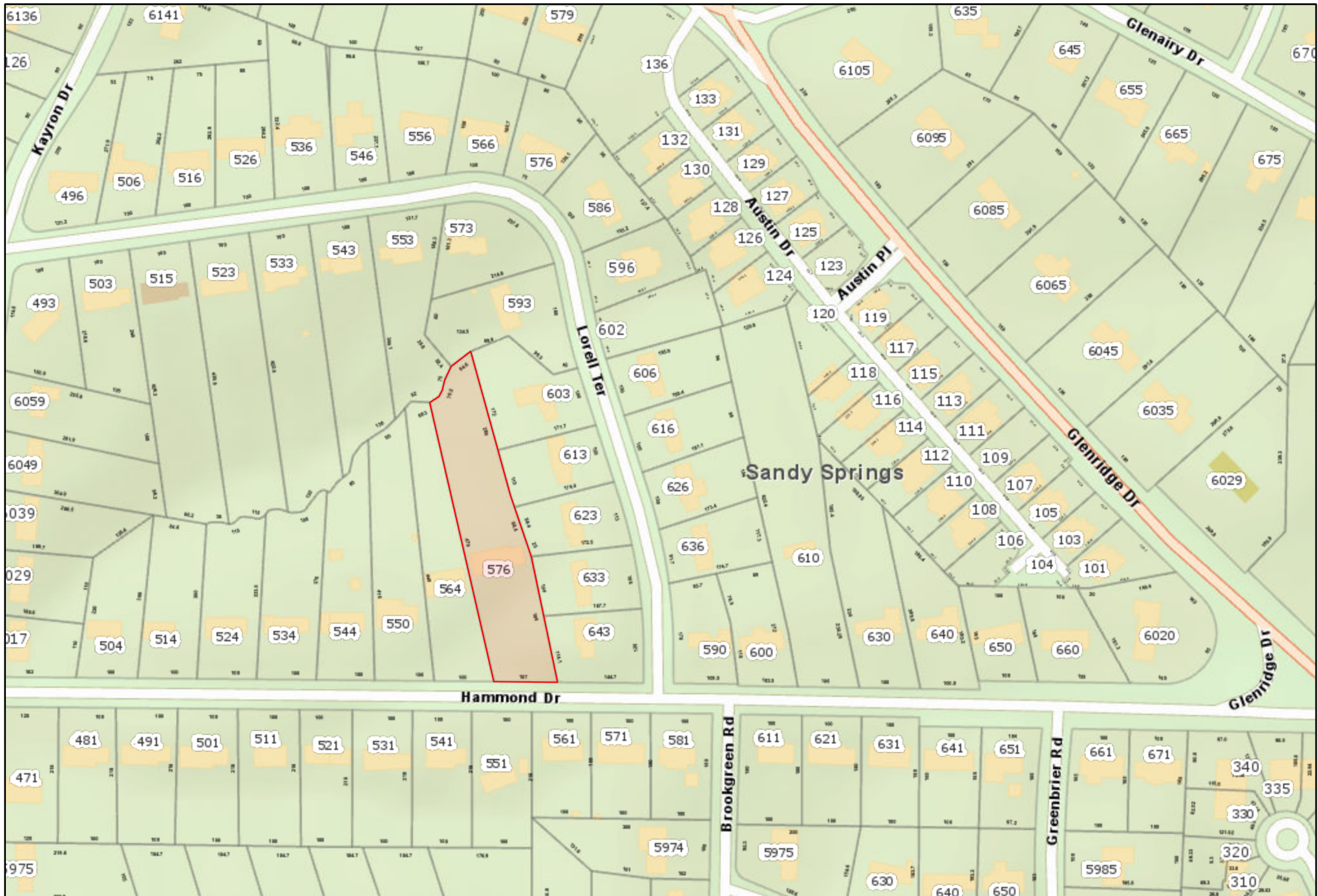
Date: 3/5/2021
Map Size: 8.5x11 (LETTER)



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



FULTON
COUNTY



576 Hammond Drive PSA

Date: 3/5/2021
Map Size: 8.5x11 (LETTER)



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



PURCHASE AND SALE AGREEMENT FOR 576 HAMMOND DRIVE

THIS PURCHASE AND SALE AGREEMENT FOR 576 HAMMOND DRIVE (hereinafter "**Agreement**") is made and entered into as of the Effective Date specified below (hereinafter the "Effective Date"), by and between **DEAN EDWARD PERRY, AS TRUSTEE UNDER THE TRUST ESTABLISHED PURSUANT TO THE LAST WILL AND TESTAMENT OF CHARLES ALBERT PERRY DATED MAY 7, 2002 A/K/A THE CHARLES A. PERRY TRUST**, (hereinafter called the "**Seller**"); and **CITY OF SANDY SPRINGS, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter called the "**Purchaser**").

W I T N E S S E T H

1. Agreement to Purchase Property. Purchaser hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following property (hereinafter the "Property"):

That certain parcel of land lying and being in Land Lot 71 of the 17th District, Tax Parcel 17 007 1000060143 in Sandy Springs, Fulton County, Georgia, and as more particularly described as Exhibit A of that certain Executor's Deed recorded in Deed Book 51955, Page 600 in the Office of the Clerk of the Superior Court of Fulton County, Georgia, being improved property known as 576 Hammond Drive, according to the present system of numbering houses in and around the City of Sandy Springs.

2. Purchase Price, Method of Payment. The purchase price for the Property, (hereinafter the "Purchase Price") shall be SIX HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$679,500.00). The Purchase Price, after crediting the Earnest Money, subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser by wire transfer of immediately available funds to Seller on the Closing Date.

3. Earnest Money.

(a) Within ten (10) days after the Effective Date Purchaser shall pay to John W. Bell, P.C. (hereinafter the "Escrow Agent") the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) as the initial earnest money deposit. The initial earnest money deposit and any additional earnest money paid to the Escrow Agent by the Purchaser pursuant to this Agreement are herein called the "Earnest Money."

(b) If Closing should occur hereunder, Escrow Agent shall pay the Earnest Money to the Closing Agent and the Earnest Money shall be applied and credited in reduction of the Purchase Price.

(c) If Closing does not occur hereunder because: (i) Purchaser exercises any unexpired right or option under this Agreement to rescind, cancel or terminate this Agreement within the time provided herein, (ii) Seller fails or is unable to deliver Seller's deed and other Seller Deliveries required by Subsection 7(b)(i) to the Purchaser conveying the quality of title to the Property required by this Agreement, or (iii) Seller defaults under this Agreement and fails to cure such default within the period allowed for cure, the Purchaser shall have the option to notify Escrow Agent, after the passage of any required notice period, to immediately refund the Earnest Money to Purchaser, less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement, whereupon this

Agreement shall terminate and the parties to this Agreement shall have no further rights, duties or obligations to the other, except as otherwise specifically provided by this Agreement.

(d) Otherwise, the Earnest Money shall be deemed non-refundable and shall be paid to the Seller upon the termination of this Agreement. Until one of the preceding conditions should exist, the Earnest Money shall be held and disbursed by Escrow Agent strictly in accordance with the terms and provisions of Section 6 of this Agreement.

4. Title.

(a) Warranty of Title. At Closing, Seller shall convey Good and Marketable Fee Simple Title to said Property by limited warranty deed, in proper form for recording, subject only to (i) all zoning, environmental and other laws, ordinances, codes, rules, regulations, requirements or executive mandates and other such governmental and/or quasi-governmental matters affecting the Property as of the Closing Date; (ii) general utility, sewer, and drainage easements of record as of the Closing Date; (iii) declarations of subdivision and/or condominium and declarations of covenants, conditions and restrictions of record as of the Closing Date (iv) any additional state of facts shown by a survey, if obtained by Purchaser, or if a survey is not obtained, any state of acts that an accurate survey of the Property would disclose; (v) taxes and assessments for the year of 2021 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessment or digest disputes; (vi) liens, easements, encumbrances, and any other matters of public record on the Effective Date, including matters of survey; and (vii) those title encumbrances and other exceptions which are waived by Purchaser pursuant to the provisions of this Agreement (collectively referred to as the "Permitted Exceptions"). Seller warrants that on the Closing Date the Property will be unencumbered by any leases and there will be no tenant in possession. In the event the Seller should be unable to convey the Property at Closing to Purchaser with the quality of title required by this Section, Purchaser may either take such title as Seller can give, or Purchaser may terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall have the right to terminate this Agreement if Seller does not provide to Purchaser sufficient curative services or documentary evidence reasonably acceptable to Purchaser to establish the proper vesting of title to the Property in the name of Seller by the Closing Date.

(b) Good and Marketable Fee Simple Title. For all purposes of this Agreement, "Good and Marketable Fee Simple Title" shall mean fee simple title as is insurable by a title insurance company selected by the Purchaser which is licensed to do business in Georgia under such title company's standard ALTA form of Georgia owner's policy of title insurance, at its standard rates subject to the Permitted Exceptions and any standard exclusions therein.

(c) Purchaser's Title Review. Purchaser shall have thirty (30) days following the Effective Date (the "Title Review Period") to conduct an examination of the condition of Seller's title to the Property, and to deliver to the Seller written notice of any objections by the Purchaser to the condition of the Seller's title along with copies of the underlying instruments upon which such title objections are based, a copy of any title commitment for an owner's policy of title from a national title insurance company selected by Purchaser (or in the alternative, a copy of the title

certificate prepared for Purchaser) (the "Title Objection Notice"). Subject to Subsection 4(e) below concerning Monetary Encumbrances, any objectionable matters omitted from Purchaser's Title Objection Notice or if Purchaser fails to deliver the Title Objection Notice before the end of the Title Review Period, all such matters of title, except for "Monetary Encumbrances" as defined in Subsection 4(e) below shall be deemed waived by Purchaser and shall become part of the Permitted Exceptions.

(d) Seller's Title Notice Period. Seller shall have thirty (30) days from the date of receipt of Purchaser's Title Objection Notice, if any ("Seller's Title Notice Period") in which to review such title objections, and to deliver to Purchaser written notice of whether it elects to cure any such title objections ("Seller's Election Notice"). Seller's failure to deliver Seller's Election Notice by the end of the Seller's Title Notice Period shall be deemed an election by Seller not to cure the title objections identified in the Title Objection Notice. With the exception of any "Monetary Encumbrances," as defined herein, Seller shall have no obligation to take any action whatsoever to cure any title objections by Purchaser. In the event Seller does not elect to cure any title objections identified in the Title Objection Notice, then no later than five (5) business days after receipt of Seller's Election Notice or expiration of Seller's Title Notice Period, Purchaser shall elect in writing either to (i) waive any such title objections and proceed with Closing, in which event such title objections shall be deemed part of the Permitted Exceptions, or (ii) terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder. The failure of Purchaser to give Seller written notice of its election as to the foregoing alternatives in the immediately preceding sentence within the applicable time period shall be deemed an election by Purchaser to waive any such title objections, with such title objections being deemed part of the Permitted Exceptions, and proceed with Closing. If Seller elects to cure any of Purchaser's title objections, Seller shall have until the Closing Date to cure such objections; provided, however, that Seller shall not be deemed to be in default of this Agreement, if Seller fails or is unable to remove any such title objections by the Closing Date. It is expressly agreed and understood that in no event shall Seller be required to bring any action or proceedings, convey, or acquire any interest in real property, or incur any costs or expense to render title to the Property free and clear of any title objections identified in Title Objection Notice or otherwise except as expressly provided herein with respect to Monetary Encumbrances, and Purchaser shall have no right of specific performance against Seller to cause any such title objections to be removed.

(e) Monetary Encumbrances. Notwithstanding any other provision of this Agreement, the Seller shall be obligated to cause, on or before the Closing Date, the Property to be released from all security deeds, mortgages, tax liens, financing statements and other liquidated financial encumbrances of any kind affecting Seller's title to the Property incurred by, against or at the instance of the Seller, whether or not such matters were included in Purchaser's Title Objection Notice (the "Monetary Encumbrances"). The Closing Agent shall withhold and disburse from the Purchase Price a sufficient amount to satisfy all such Monetary Encumbrances. Notwithstanding anything contained herein to the contrary, Seller shall not be obligated or compelled to cause the Property to be released from any Monetary Encumbrances if the sum total of the required payoffs exceed the Purchase Price and, in the event Seller elects not to release any such Monetary Encumbrances, Purchaser may elect in writing either to (i) proceed with Closing subject to such

Monetary Encumbrances, which shall be deemed part of the Permitted Exceptions, or (ii) terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder.

(f) Changes in Condition of Seller's Title after the Effective Date. Seller agrees and covenants with the Purchaser that, from and after the Effective Date, Seller will not take any action or allow any condition to exist which will adversely affect the condition of the Seller's title on the Effective Date. However, notwithstanding Subsection (f) hereof, in the event that, after the county record date of Purchaser's title certificate or title commitment and before Closing, Purchaser discovers any adverse change in the condition of Seller's title (other than Monetary Encumbrances) which did not first appear of record until after the Effective Date of this Agreement, Purchaser shall have the additional right to object to such new matters at any time prior to the Closing Date; and, in the event of such additional objections, Seller shall have five (5) business days after receipt of notice from Purchaser of such additional to notify Purchaser whether it elects to cure such additional title objections. Seller's failure to notify Purchaser of its election within such five (5) business day period shall be deemed an election not to cure such additional title objections. In the event Seller does not elect to cure any such additional title objections, then no later than five (5) business days after receipt of Seller's written notice electing not to cure such additional title objections or expiration of the five (5) business day period for Seller to deliver to Purchaser such written notice of election, Purchaser shall elect in writing either to (i) waive any such additional title objections and proceed with Closing, in which event such additional title objections shall be deemed part of the Permitted Exceptions, or (ii) terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder. The failure of Purchaser to give Seller written notice of its election as to the foregoing alternatives in the immediately preceding sentence within the applicable time period shall be deemed an election by Purchaser to waive any such title objections, with such title objections being deemed part of the Permitted Exceptions, and proceed with Closing. If Seller elects to cure any of Purchaser's additional title objections, Seller shall have thirty (30) days within which to cure such additional objections and, if necessary, the Closing Date shall be extended to allow Seller the full thirty (30) day time period to attempt to cure such additional objections; provided, however, that Seller shall not be deemed to be in default of this Agreement, if the Seller fails or is unable to remove any such additional title objections within such 30 day period.

(g) Failure to Cure Title Objections by the Closing Date. If Seller fails to cure any title objections it previously elected to satisfy by the Closing Date, as the same may be extended by Subsection 4(f) above, Purchaser shall elect either to (i) waive any such additional title objections and proceed with Closing, in which event such additional title objections shall be deemed part of the Permitted Exceptions, or (ii) terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder.

(h) Delivery of Notices. All notices required or which may be delivered under this Section 4 shall be delivered by e-mail correspondence with delivery receipt tracking turned on to the Notice recipients identified in Section 21. Delivery of hard copies of such notices shall not be required.

5. Purchaser's Inspection and Other Due Diligence.

(a) Access and Inspection. From the Effective Date of this Agreement until the Closing Date, (hereinafter the "Inspection Period"), Seller hereby grants Purchaser the right to enter upon the Property at reasonable times after reasonable prior notice to the Seller, and at the Purchaser's sole risk and expense, for the purpose of conducting such appraisals, traffic studies, wetlands studies, environmental and soils tests and reports, engineering and any other inspections and investigations contemplated by this Agreement (collectively "Inspection Activities"). Notwithstanding the foregoing, without the Seller's express consent, representatives of the Purchaser shall not enter the interior of the buildings located upon the Property or any fenced and gated areas without a representative of the Seller being present. To the extent permitted by law, Purchaser hereby agrees to indemnify and hold Seller harmless from and against any loss or damage Seller may incur and any and all liens to the extent arising out of or connected to Purchaser's Inspection Activities or the Inspection Activities of Purchaser's agents or representatives on the Property pursuant to the provisions of this Section 5 or otherwise, and against any and all claims for death or injury to persons or property to the extent arising out of or connected to Purchaser's Inspection Activities or the Inspection Activities of Purchaser's agents or representatives on the Property pursuant to provisions of this Section 5 or otherwise. The foregoing indemnity shall survive the Closing or termination of this Agreement. Purchaser also agrees to cause any representatives, consultants and contractors performing any Inspection Activities on the Property to maintain and have in effect occurrence-based commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000.00) for personal injury, including bodily injury and death and property damage.

(b) Seller Due Diligence Deliveries. Seller shall deliver to the Purchaser within five (5) business days after the Effective Date complete and accurate copies of any surveys, inspections, leases, environmental test and reports (hereinafter the "Seller Due Diligence Documents"), which may be delivered by Seller to Purchaser by e-mail correspondence with delivery receipt tracking turned on to Purchaser's Notice recipients identified in Section 21. Delivery of hard copies of Seller Due Diligence Documents shall not be required. Purchaser hereby acknowledges and agrees that Seller has not independently verified the accuracy or completeness of any Seller Due Diligence Documents delivered by Seller to Purchaser pursuant to this Agreement or otherwise and Seller makes no representation or warranty, express or implied, as to the accuracy or completeness of any such Seller Due Diligence Documents. Purchaser acknowledges and agrees that all materials, data and information, including any Seller Due Diligence Documents, delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser.

(c) Purchaser's Right to Terminate. In the event that Purchaser's inspection and investigation of the Property results in a determination by the Purchaser that the Property is unsatisfactory for Purchaser's intended uses or is otherwise unsuitable or unacceptable in any respect, the Purchaser may terminate this Agreement by delivery to the Seller (with a copy to the Escrow Agent) a written notice of termination (hereinafter the "Notice of Termination") on or

before close of business (5:00 p.m. local time) thirty (30) days after the Effective Date of this Agreement, (hereafter referred to as the "Free Look Period"). Upon receipt of a timely Notice of Termination, the Escrow Agent shall promptly refund all Earnest Money paid (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, upon receipt of such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other. If the Purchaser does not deliver such written Notice of Termination on or before such date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 5, and such right shall expire, become null and void and shall have no further force or effect. Except in the case of an express written waiver, nothing herein shall be deemed, however, to result in a waiver of any other express right or option of the Purchaser to terminate this Agreement, including the Purchaser's right to terminate under Section 4. (Title), or the Environmental Condition, which shall be conditions separate from the Purchaser's termination right hereunder.

(d) Inspections at Purchaser's Risk and Expense. All inspections and testing of the Property by Purchaser and its agents shall be performed at the sole cost and risk of the Purchaser. If this Agreement is terminated, Purchaser shall promptly return to Seller all information that exists in any form or media regarding the Property provided by or on behalf of Seller, together with copies, at no cost to Seller, of all title, surveys, engineering, traffic, environmental, soils and other reports and studies obtained by Purchaser through its investigation of the Property assigned to Seller, to the extent possible if requested by the Seller.

(e) Invasive Testing. Seller authorizes Purchaser to conduct environmental testing on the soil located on the Property as reasonably determined to be appropriate by the Purchaser subject to the terms of Inspections set forth in this Agreement.

6. Escrow Instructions.

(a) Handling of Earnest Money. Escrow Agent shall promptly advise Seller and Purchaser in writing if the Earnest Money is not received by Escrow Agent in a timely fashion. Escrow Agent shall promptly deposit and hold the Earnest Money in the federally insured account at the banking institution where the Escrow Agent maintains the other funds it holds in escrow for its clients and others ("Escrow Account"). Escrow Agent may commingle the Deposit with funds of other clients in the Escrow Account and shall retain the interest earned on the Earnest Money to compensate the Escrow Agent for performing its obligations hereunder. Escrow Agent shall not be accountable for any direct or indirect incidental benefit which Escrow Agent may receive from the depository bank which is attributable to the Earnest Money.

(b) Disbursement of Earnest Money. At such time as Escrow Agent receives written notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money or any Additional Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, and the person to whom the Earnest Money or any Additional Earnest Money is to be disbursed is other than the Closing Agent, the Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money and any Additional Earnest Money for a period of five (5) business days after giving such notice. If the Escrow Agent receives written notice from either Seller or Purchaser within such five (5) business day period, which notice countermands or objects to the earlier notice of disbursement,

then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money and any Additional Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Section 5, then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in Section 5 without requesting or waiting for confirming notice from Seller. Additionally, if Seller notifies Escrow Agent of its election to terminate this Agreement pursuant to Subsection 24(b), then no confirming notice from Purchaser shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money and any Additional Earnest Money to Purchaser without requesting or waiting for confirming notice from Purchaser. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or objecting to a request for disbursement.

(c) Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (i) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (ii) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

(d) Disputes/Interpleader. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money and any Additional Earnest Money on or before the sixtieth (60th) day following the Closing Date, then Escrow Agent shall be entitled, but not required, to tender the Earnest Money and any Additional Earnest Money into the registry or custody of any court of competent jurisdiction, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for negligence, willful misconduct or breach of trust by Escrow Agent). The Escrow Agent may reimburse itself from the Earnest Money for a reasonable attorney's fee actually incurred and other reasonable costs actually incurred of filing any such interpleader action. The Escrow Agent may also, in its discretion, elect to refrain for any period from initiating any such interpleader action, and may in lieu thereof, continue to hold the Earnest Money and any Additional Earnest Money in escrow subject to the terms and conditions of this Section pending a resolution of all disputes between the parties.

7. Closing. The term "Closing," as used herein, means the consummation of the purchase and sale of the Property pursuant to this Agreement.

(a) Closing Date. Subject to the rights of the Purchaser and the Seller to extend the Closing Date by exercising their respective extension rights as set forth in this Agreement, the Closing shall take place on June 14, 2021 at 2:00 p.m. local time (the "Closing Date") at the law office of the Closing Agent, as selected by Purchaser, within 15 miles of the City of Sandy Springs (the "Closing Agent"); provided, however, the parties shall be allowed to Close by mail so that

Seller's physical presence it not required at Closing. The delivery and recording of the closing documents and disbursement of funds shall be effected through the Closing Agent at Closing and pursuant to the instructions from the parties hereto, which instructions shall not modify or diminish the respect obligations hereunder. The Closing Agent also is designated as the "real estate reporting person" for purposes of Section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045 4 and any instructions or closing/settlement statement prepared by Closing Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Closing Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

Notwithstanding any provisions herein to the contrary, Purchaser, in Purchaser's sole discretion, shall have the one-time right to extend the Closing Date by up to an additional thirty (30) days upon delivery of written notice of such 30-day extension to Seller before the date five (5) business days before the Closing Date and payment to the Escrow Agent of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) as additional Earnest Money ("Additional Earnest Money"), which such Additional Earnest Money shall be applicable to the Purchaser Price but non-refundable to Purchaser save for Seller's failure to consummate the sale and transfer of the Property to Purchaser. If this Agreement should terminate without Closing for any reason except for Seller's failure to consummate the sale and transfer of the Property to Purchaser, the Additional Earnest Money shall be disbursed to Seller.

(b) Closing Documents. On the Closing Date:

i. Seller Documents and Deliveries. Seller shall execute and deliver to the Closing Agent the following documents and instruments, all in a standard form and substance reasonably satisfactory to legal counsel for the Purchaser and Seller, duly executed by or on behalf of Seller (where applicable under oath or in proper legal form for recording):

1. A limited warranty deed conveying Seller's Good and Marketable Fee Simple Title to the Property to the Purchaser, subject only to Permitted Exceptions;

2. Any curative documents which the Seller may agree to furnish in connection with the Closing pursuant to Section 4 hereof;

3. A Sellers' affidavit of ownership with respect to the Property, qualified to the knowledge of Seller and providing that nothing contained therein shall in any way enlarge or otherwise modify the limited warranty of title given in the deed of conveyance at Closing;

4. A tenant estoppel certificate satisfactory to Purchaser that the Property is unencumbered by any leases or tenants in possession;

5. A copy of the final bill for each utility servicing the property, showing the cancellation of the utility and payment in full of all outstanding charges; and

6. Such tax certifications, affidavits of authority and residency, and other customary closing documents as reasonably requested.

ii. Purchaser Deliveries. Purchaser shall deliver to the Closing Agent:

1. Payment of the balance of the Purchase Price, as adjusted in the manner required by this Agreement, which shall be disbursed to Seller in accordance with the provisions of this Agreement; and

2. Any such other customary closing documents as reasonably requested.

iii. Closing Memorandum. Purchaser and Seller shall execute and deliver electronically a settlement statement, HUD-1 Form or other closing memorandum disclosing the prorations, adjustments, funds paid and received by and to all parties at the Closing in reasonable detail.

(c) Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Purchaser and Seller at Closing, or thereafter if Purchaser and Seller shall agree:

i. All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property, (hereinafter called the "Taxes"), for the year in which Closing occurs shall be prorated between the Seller and the Purchaser as of the Closing Date with Purchaser being deemed the owner on the Closing Date.

ii. Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date. All such prorations and adjustments to be made in conjunction with the Closing shall be made as of the Closing Date and shall be effective at Closing, except as otherwise provided and as further specified herein.

(d) Costs of Closing. At Closing:

i. The Seller shall pay: the fees of the Seller's attorney and any other advisors; the cost of satisfying all Monetary Encumbrances; the cost of preparing any curative documents which the Seller may agree to deliver pursuant to Section 4 hereof; and, any other costs which the Seller may expressly agree to pay pursuant to this Agreement, but no other charges;

ii. The Purchaser shall pay: the State of Georgia Real Estate Transfer Tax payable on the recording of the Seller's limited warranty deed; all recording costs; all costs of Purchaser's title examination, title commitment and any updates and Purchaser's title premiums; all costs of Purchaser's surveys, appraisals, soils and environmental testing, wetlands investigations and other due diligence costs incurred in connection with the Purchaser's due diligence investigation of the Property; the fees of Purchaser's attorney and other advisors, and, any other costs and expenses of the transaction which are not the obligation of any other person hereunder.

8. Warranties and Representations of the Seller / Limitations and Merger. Seller represents, warrants and covenants that, to the best of Seller's present knowledge, information and belief:

(a) Seller has the right, power, authority, discretion and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement. Any individuals who may have executed this Agreement on behalf of the Seller in their representative capacities are duly constituted, appointed or elected and authorized to do so; any consent required by the Seller's members or shareholders to make such action effective has been obtained;

(b) there are no lawsuits pending or threatened against or involving Seller or the Property which affect Seller's title to the Property;

(c) Seller has not received notice of pending or threatened claims, special assessments or lawsuits affecting the Property;

(d) On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialman, architect, engineer or utility provider for work, labor or services performed or rendered by or at the instance of Seller, or for materials supplied or furnished by or at the instance of Seller, in connection with the Property for which any such person or entity could claim a lien against the Property, or shall cause any such lien to be satisfied as of the Closing Date;

(e) On the Closing Date, Seller warrants that the Property will not be encumbered by any leases, and that there will be no tenants in possession of the Property;

(f) Seller will pay or cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the Effective Date and the Closing Date; and,

(g) On the Closing Date, Seller shall provide Purchaser with any keys, door openers, codes, and other similar equipment pertaining to the Property that are in Seller's possession.

9. Purchaser's Representations and Warranties: The Purchaser is a municipal corporation duly authorized and existing under the laws of the State of Georgia. Subject to the conditions specified herein below, Purchaser has the right, power, authority, discretion and capacity to buy the Property in accordance with the terms, provisions and conditions of this Agreement. The individual who has executed this Agreement on behalf of the Purchaser in his or her representative capacities is duly constituted, appointed or elected and authorized to do so.

10. Default and Remedies.

(a) If the purchase and sale of the Property contemplated hereby does not close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Purchaser of Purchaser's obligations under this Agreement, and if the Purchaser fails or refuses to cure such default within ten (10) days after delivery of notice thereof from Seller describing the default and, if any action is possible to cure the same, describing such action, Seller shall retain the Earnest Money and any Additional Earnest Money as bargained for liquidated damages incurred by the Seller arising from the Purchaser's failure to close, and not a penalty.

(b) If the purchase and sale of the Property contemplated hereby does not close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Seller of Seller's obligations under this Agreement, and if the Seller fails or refuses to cure such default within ten (10) days after delivery of notice thereof from Purchaser describing the default and, if any action is possible to cure the same, describing such action, Purchaser, as its sole and exclusive remedy, shall elect either: (i) to receive a refund of the Earnest Money and any Additional Earnest Money; or (ii) sue Seller for specific performance of this Agreement, but not damages, and receive a full credit of the Earnest Money and any Additional Earnest Money toward the Purchase Price; provided, however, that Purchaser must commence any such action for specific performance within six (6) months after Seller's failure or refusal to timely proceed with Closing or, if earlier, Seller's wrongful termination of this Agreement, it being understood that if Purchaser fails to commence an action for specific performance within this six (6) month period, Purchaser's sole remedy shall be to receive a return of the Earnest Money and any Additional Earnest Money in accordance with clause (i) hereunder and, upon return of the Earnest Money and any Additional Earnest Money to

Purchaser, this Agreement shall terminate and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder. Notwithstanding anything to the contrary contained herein, the inability of Seller to convey the Property to the Purchaser on the Closing Date with the quality of title required by this Agreement shall not constitute a default by Seller under this Agreement unless the title restriction causing such inability arises after the Effective Date by reason of a willful action of the Seller in violation of this Agreement.

(c) Purchaser hereby waives any right to file any lis pendens or other form of attachment against the Property in the event that (i) Seller terminates this Agreement pursuant to any right given to it hereunder, (ii) Purchaser terminates this Agreement for any reason, or (iii) this Agreement is automatically terminated by its terms.

11. Damage or Destruction Before Closing. Seller shall continue to maintain its current general liability insurance coverage in effect through the Closing Date.

12. Assignment. This Agreement may not be assigned by Purchaser, in whole or in part, without the prior written consent of Seller.

13. Binding Effect. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective legal representatives, successors and permitted assigns, pursuant to Section 26 below.

14. Brokerage Commission; Disclosure. Seller and Purchaser hereby represent and warrant to the other that he/she/they have not dealt with any real estate Broker, agent or salesperson so as to create any legal right or claim in any such Broker, agent or salesperson for a commission or similar fee or compensation with respect to the negotiation and/or consummation of this Agreement.

15. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between Seller and Purchaser with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

16. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement is entirely the product of the collective joint drafting efforts of the parties hereto, negotiated between counsel for the parties hereto and, in the event of a dispute concerning the meaning, construction or interpretation of this Agreement, should any party assert any claim of ambiguity, this Agreement shall not be construed against any party as a result of that party's particular contribution to this effort.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile and/or e-mail and/or DocuSign (or similar technology) shall be considered authentic, original signatures and legally binding.

18. Time. Time is and shall be of the essence of this Agreement.

19. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

20. INTENTIONALLY OMITTED.

21. Notices. Except as expressly provided otherwise herein, all notices, requests, demands, tenders and other communications hereunder shall be in writing and shall be deemed to have been properly given or delivered if sent by (a) personal delivery, (b) United States Mail, certified, return receipt requested, (c) courier, (d) nationally recognized overnight delivery service (e.g. UPS , FedEx) for next business day delivery, or (e) e-mail delivery with delivery receipt tracking turned on (provided that the original shall be simultaneously delivered by method (a), (b), (c) or (d)) addressed as follows:

Seller: Dean Edward Perry, as Trustee
3273 Rock Creek Drive
Rex, Georgia 30273
deanperry@bellsouth.net

With a copy to: Angela Robinson, Esq.
Ashlynn Hutton, Esq.
Parker Poe
1075 Peachtree Street, NE,
Suite 1500
Atlanta, Georgia 30309
angelarobinson@parkerpoe.com
ashlynnhutton@parkerpoe.com

Purchaser: City of Sandy Springs, Georgia
Attn: Andrea Surratt, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328
asurratt@sandyspringsga.gov

With a copy to: Daniel W. Lee, City Attorney
City of Sandy Springs, Georgia
1 Galambos Way
Sandy Springs, Georgia 30328
dlee@fmglaw.com

Escrow Agent: The Law Office of John W. Bell, PC
5 Concourse Parkway
Suite 3000
Atlanta, Georgia 30328
jwbell@jwb-law.com

Any notice shall be considered given or delivered, as the case may be, on the date of delivery in the case of (a) and (c), on the postmark date in the case of (b), on the date of delivery to the nationally recognized overnight delivery service in the case of (d), or on the date the e-mail is sent (with delivery receipt tracking turned on) in the case of (e). However, the time period within which a response to any notice must be given or delivered, if any, shall commence to run from the date the notice is delivered in the case of (a), (b), (c) or (d), the date the Notice is delivered

by e-mail in the case of (e) (as confirmed by delivery receipt tracking), or the date of the party's or its agent's refusal to accept delivery in the case of (a), (b), (c) or (d).

Seller or Purchaser may designate, by not less than three (3) business days' notice given to the other in accordance with the terms of this Paragraph 10, additional or substituted parties to whom Notices should be sent hereunder

Counsel for a party may provide notice for that party.

22. Survival. Except as otherwise specified in this Agreement, all conditions or stipulations shall merge with the Closing herein.

23. Miscellaneous.

(a) As used in this Agreement, the term "business day" shall mean every day other than Saturdays, Sundays, all days observed by the federal or Georgia governments as legal holidays, and all days on which commercial banks in Georgia are authorized by law to be closed. Any reference in this Agreement to a "day" or number of "days" (other than references to a "business day" or number of "business days") shall mean a calendar day or calendar days. If the final date for any period provided for herein for the performance of any obligation or for the taking of any action falls on Saturday, Sunday, or legal holiday, then the time of the period shall be deemed extended to the next business day following such Saturday, Sunday, or legal holiday.

(b) Sellers shall surrender possession of the Property subject to the Permitted Exceptions at Closing.

(c) Purchaser acknowledges and agrees that it is purchasing the Property in its "as is, where is and with all faults" condition, based upon the condition (physical or otherwise) of the Property as of the Effective Date, subject to ordinary wear and tear. Purchaser acknowledges that Seller, except as otherwise expressly provided in this Agreement, gives no guarantee or warranty of any kind, express or implied, as to the physical or other condition of the Property, or to the conditions or existence of any improvements to the Property, or as to the merchantability or fitness for a particular purpose as to the Property, or with respect to the permitted use of the Property or the zoning or other laws, regulations and rules applicable thereto or the compliance of the Property therewith, or the revenues and expenses generated by or associated with the Property, and any implied warranty is hereby disclaimed by the Seller. Purchaser represents that it is a knowledgeable and experienced sophisticated Purchaser of real estate and that it is acquiring the Property based solely on its own independent investigation and inspection of the Property and not in reliance on any information provided by Seller, except for the warranties and representations expressly set forth herein or in the documents executed by Seller at Closing. The terms and conditions of this Subsection 23(c) will expressly survive the Closing and will not merge with the provisions of any of the documents executed at Closing.

(d) In the event this Agreement is terminated pursuant to the terms hereof, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement.

(e) The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

(f) Any consent or approval to be given hereunder (whether by Seller or Purchaser) shall not be effective unless the same shall be given in advance of the taking of the action for which consent or approval is requested and shall be in writing. Except as otherwise expressly provided herein, any consent or approval requested of Seller or Purchaser may be withheld by Seller or Purchaser in its sole and absolute discretion.

(g) Seller and Purchaser will do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices, transfers and assurances as may be reasonably required by the other Party, for the better assuring, conveying, assigning, transferring and confirming unto Purchaser the Property and for carrying out the intentions or facilitating the consummation of this Agreement.

(h) The Effective Date of this Agreement shall be the date it is signed by Purchaser.

24. Special Stipulations. The following Special Stipulations, if conflicting or inconsistent with any of the preceding portions of this Agreement, or any Exhibit, addendum attached hereto, shall control the rights and obligations of the parties and the interpretation of this Agreement:

(a) Environmental Condition. Seller acknowledges that Purchaser's obligation to close the purchase of the Property shall be conditioned upon the receipt of a Phase I and, if recommended by the Purchaser's environmental engineer or consultant, a Phase II environmental assessment of the Property with the scope and specific tests recommended by the Purchaser's environmental engineer or consultant. All such environmental testing shall be at the Purchaser's sole cost and risk.

If any Phase II testing is required, Purchaser shall notify Seller in writing of such occurrence prior to the expiration of the Free Look Period and, upon delivery of said notice Purchaser shall have the right to extend the Free Look Period for one (1) period of an additional thirty (30) days (the "Extended Free Look Period"). If Purchaser fails to provide such notice prior to expiration of the Free Look Period, Purchaser shall have waived any right to perform Phase II testing or terminate this Agreement related to the environmental condition of the Property. If Purchaser provides such written notice to Seller, Purchaser may order any applicable Phase II testing.

In the event that; (i) any Phase II testing has been ordered within the time and under the conditions provided herein, but the report with the results of such tests has not been completed and received by the Purchaser before the end of the Extended Free Look Period, or (ii) if the results of such Phase II testing reveals contamination of the improvements, soil or groundwater of the Property at levels which are reasonably unacceptable to the Purchaser and provided Purchaser has delivered such Phase II environmental report to the Seller; Purchaser may terminate this Agreement by delivery of written Notice of Termination to the Seller before close of business (5:00 p.m. local time) on the last day of the Extended Free Look Period, in which case this Agreement shall terminate, the Escrow Agent shall refund the Earnest Money to Purchaser (less the sum of TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$225.00) to be paid to Seller in consideration for entering into this Agreement), and neither party shall have any further obligation or liability to the other, except as otherwise specifically provided by this Agreement. If the Purchaser does not deliver such Notice of Termination to the Seller within the time provided herein, the Purchaser's right to terminate the Agreement pursuant to Subsection 24 (a) shall expire.

(b) Seller's Termination Right. The execution of and closing anticipated by that certain Purchase and Sale Agreement for 633 Lorell Terrace between Seller and Purchaser (the "633 Lorell PSA") is a material condition to Seller's performance under this Agreement. If for any reason Purchaser fails to execute the 633 Lorell PSA concurrently with this Agreement, or terminates the 633 Lorell PSA prior to the Closing anticipated by this Agreement, then Seller may, in its sole discretion, terminate this Agreement by written notice to the Purchaser (with a copy to the Escrow Agent) (hereinafter the "Seller's Notice of Termination"). Upon receipt of Seller's Notice of Termination, the Escrow Agent shall promptly refund the Earnest Money and any Additional Earnest Money to Purchaser (less the sum of TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller for entering into this Agreement) and, upon such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other.

25. Ratification by City of Sandy Springs. The approval and enforceability of this Agreement shall be subject to the approval and ratification of this Agreement by the Mayor and City Council of the City of Sandy Springs, Georgia; provided, however that such approval and ratification of this Agreement shall be placed on the agenda of the next regular meeting of the Mayor and City Council after the Effective Date of this Agreement and in no event later than thirty (30) days after the Effective Date of this Agreement. Should the Mayor and City Council fail to approve this Agreement within the above-stated time period, this Agreement shall become void and all Escrow Funds shall be refunded to Purchaser.

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURES BEGIN ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and sealed by their duly authorized representatives on the dates written below.

SELLER:

Dean Edward Perry as Trustee

Dean Edward Perry, as Trustee under the Trust
Established Pursuant to the Last Will and
Testament of Charles Albert Perry dated May 7,
2002 A/K/A the Charles A. Perry Trust

Date: March 4, 2021

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]

**PURCHASER:
CITY OF SANDY SPRINGS, GEORGIA**

By: _____
ANDREA SURRATT, City Manager

Attest: _____
CITY CLERK

[City seal]

Purchaser confirms that the Effective Date of this Agreement is
_____, 2021.

initial here

ESCROW AGENT:

By: _____
JOHN W. BELL

Date: _____

RESOLUTION NO. 2021-

**STATE OF GEORGIA
COUNTY FULTON**

**A RESOLUTION TO ACCEPT THE PURCHASE AND SALE AGREEMENT FOR
PROPERTY LOCATED AT 576 HAMMOND DRIVE (TAX ID# 17-0071-0003-059-1),
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City has determined it is necessary to construct certain improvements for the widening of Hammond Drive (the “Project”); and

WHEREAS, in order to construct the Project, fee simple rights are required over, under, and through the property located at 576 Hammond Drive (hereafter, the “**Property**”); and

WHEREAS, City Staff has negotiated a Purchase and Sale Agreement wherein the City may acquire the Property for the purchase price of \$679,500.00; and

WHEREAS, the Mayor and City Council have considered the Purchase and Sale Agreement and have decided the most efficient way to ensure the timely completion of the Project is to acquire the Property by purchase under the terms and conditions of the Agreement.

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

The Mayor and City Council authorize the City Manager to accept the Purchase and Sale Agreement to acquire the fee simple rights over, under, and across the property located at 576 Hammond Drive, in order to ensure the timely completion of the Project. The City Manager is hereby authorized to execute any documents in the furtherance of this Resolution, subject to approval by Legal and Finance.

RESOLVED this the 16th day of March, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

GEORGIA

To: Andrea Surratt, City Manager

From: David Wells, Deputy City Manager

Date: June 10, 2021 submission for June 15, 2021 Regular Mayor and City Council Meeting

Subject: Request for Mayor and City Council to Approve an Ordinance Amending the FY2021 Budget and a Resolution to Authorize Contract Award to Tri Scapes, Inc. to Perform the Veteran's Park Interim Improvements Project ("Project"); to Authorize the City Manager and the City Attorney to Negotiate a Contract for the Project; to Authorize the City Manager to Execute the Contract; and for Other Purposes

Recommendation:

Upon administrative review of the bids and reference checks, staff recommends that City Council approve the attached resolution for the following purposes: authorizing contract award for the Project to the lowest, responsive and responsible bidder, Tri Scapes, Inc. ("Tri Scapes"), in the amount of \$263,285.01; authorizing the City Manager and City Attorney to negotiate a contract with Tri Scapes; and authorizing the City Manager to execute the negotiated contract.

Background and Discussion:

The City's Invitation to Bid 21-062 for the Project was issued on May 12, 2021 with a pre-bid conference on June 3, 2021. Bids were received on June 10, 2021.

The purpose of the solicitation was to identify a qualified contractor to provide demolition, asphalt paving and landscaping services to prepare the site for the eventual construction of the Veterans Memorial Park.

Proposed improvements included in the Project are:

1. Removal of existing building foundations and grade to final grade along Roswell Road at City Springs.
2. Installation of approximately 25,000 sf of sod and irrigation connection.
3. Installation of a new fence line and bushes along the length of the Johnson Ferry Road.
4. Asphalt drive lane for Public Safety vehicle use.

The following bids were received:

Tri Scapes, Inc.	\$263,285.01
Mayer Landscapes	\$50,154.91 (landscape services only)
Complete Demolition Services, LLC	\$438,750.00

Alternatives:

City Council may decide to:

1. Construct the Project as currently quoted.
2. Not fund the Project at this time.

Financial Impact:

Contract award is in the amount of \$263,285.01. A budget amendment is required to provide the necessary funding and is included in the attachments.

Attachment:

Resolution
Site Plan
Budget Amendment Ordinance and Amendment Form

**STATE OF GEORGIA
COUNTY OF FULTON**

RESOLUTION: TO AUTHORIZE CONTRACT AWARD TO TRI SCAPES, INC. TO PERFORM THE VETERAN’S PARK INTERIM IMPROVEMENTS PROJECT (“PROJECT”); TO AUTHORIZE THE CITY MANAGER AND THE CITY ATTORNEY TO NEGOTIATE A CONTRACT FOR THE PROJECT; TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT; AND FOR OTHER PURPOSES

WHEREAS, City of Sandy Springs (“City”) has identified the need to design and construct a Veterans Memorial Park (“Park”) in the City; and

WHEREAS, in 2019, the Mayor and City Council authorized City management to move forward with a plan to develop the Park in the triangular shaped lot between Mt. Vernon Highway and Johnson Ferry Road directly across from the City Springs development; and

WHEREAS, in connection with development of the Park, there is a need to identify a qualified contractor to provide demolition, asphalt paving and landscaping services to prepare the selected site (“Project”) for the eventual construction of the Park; and

WHEREAS, to further the Project, the City issued its Invitation to Bid 21-062 (“ITB”) on May 12, 2021; and

WHEREAS, on June 10, 2021, the City received three (3) bids in response to the ITB, including a bid from Tri Scapes, Inc., in the amount of \$263,285.01, which was the lowest bid received; and

WHEREAS, following administrative review of the bids and subsequent reference checks, staff recommends contract award in the amount of \$263,285.01 be made to Tri Scapes, Inc. as the lowest, responsive and responsible bidder to perform the Project;

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

1. That contract award for the Project be made to Tri Scapes, Inc.
2. That the City Manager and City Attorney are authorized to negotiate a contract in the amount of \$263,285.01 with Tri Scapes, Inc. to perform the Project, subject to approval of the City Finance Director.
3. That the City Manager is authorized to execute the negotiated contract with Tri Scapes, Inc.

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

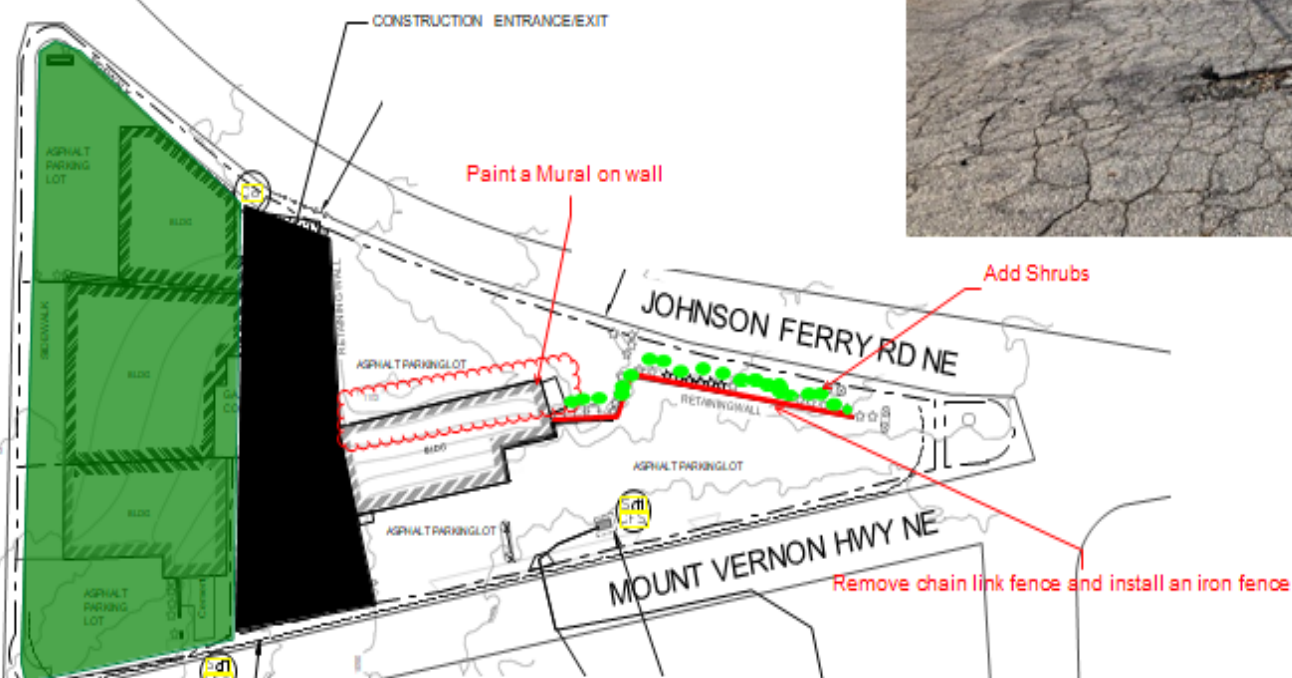
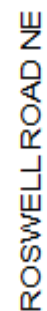
RESOLVED this the _____ day of _____, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

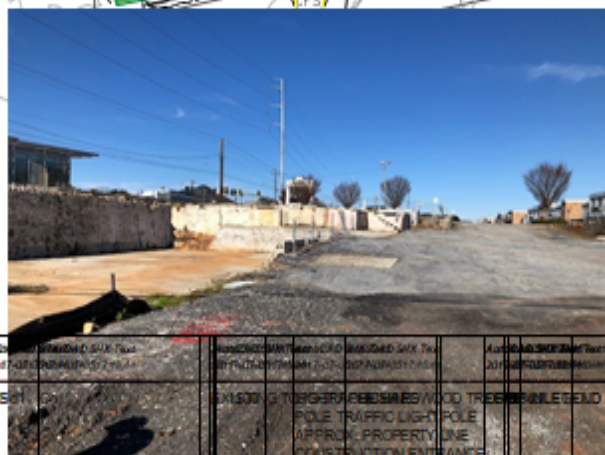
Rocky Gonzalez, City Clerk
(Seal)



Paint a Mural on wall

Add Shrubs

Remove chain link fence and install an iron fence



GRADING AND ES&C PLAN

CITY OF SANDY SPRINGS

CITY OF SANDY SPRINGS
TRIANGLE PROPERTY
SANDY SPRINGS, FULTON COUNTY, GEORGIA

SANDY SPRINGS, FULTON COUNTY, GEORGIA

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10/10/10	10:00	49	10:00	49	10:00
10/10/10	10:00	50	10:00	50	10:00
10/10/10	10:00	51	10:00	51	10:00
10/10/10	10:00	52	10:00	52	10:00
10/10/10	10:00	53	10:00	53	10:00
10/10/10	10:00	54	10:00	54	10:00
10/10/10	10:00	55	10:00	55	10:00
10/10/10	10:00	56	10:00	56	10:00
10/10/10	10:00	57	10:00	57	10:00
10/10/10	10:00	58	10:00	58	10:00
10/10/10	10:00	59	10:00	59	10:00
10/10/10	10:00	60	10:00	60	10:00
10/10/10	10:00	61	10:00	61	10:00
10/10/10	10:00	62	10:00	62	10:00
10/10/10	10:00	63	10:00	63	10:00
10/10/10	10:00	64	10:00	64	10:00
10/10/10	10:00	65	10:00	65	10:00
10/10/10	10:00	66	10:00	66	10:00
10/10/10	10:00	67	10:00	67	10:00
10/10/10	10:00	68	10:00	68	10:00
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10/10/10	10:00	70	10:00	70	10:00
10/10/10	10:00	71	10:00	71	10:00
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10/10/10	10:00	73	10:00	73	10:00
10/10/10	10:00	74	10:00	74	10:00
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10/10/10	10:00	76	10:00	76	10:00
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10/10/10	10:00	78	10:00	78	10:00
10/10/10	10:00	79	10:00	79	10:00
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10/10/10	10:00	81	10:00	81	10:00
10/10/10	10:00	82	10:00	82	10:00
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10/10/10	10:00	99	10:00	99	10:00
10/10/10	10:00	100	10:00	100	10:00

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REUPGRADING NOTES:

REUPGRADING NOTES:

REUPGRADING NOTES:

**STATE OF GEORGIA
COUNTY OF FULTON**

**ORDINANCE TO AUTHORIZE AMENDING THE CITY OF SANDY SPRINGS FY 2021
BUDGET TO AUTHORIZE ADDITIONAL FUNDING FOR A PROJECT**

WHEREAS, the City of Sandy Springs (“City”) has the need for site preparation services for Veterans Park;

WHEREAS, the project needed additional funds;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, that the FY 2021 budget is hereby amended as detailed on the attached Budget Amendment Schedule.

APPROVED AND ADOPTED this the 15th day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



Finance Department
Budget Amendment Schedule

Purpose: Beautification for Veterans Park

Effective Date: 6/15/2021

Period: 12

Posting Date:

Fiscal Year: 2021

Description	Org	Object	Project	Increase	Decrease
Property Taxes	10090	311100		263,285	
Transfer to Capital Projects	1009000	611351		263,285	
Transfer from General Fund	35190	391100		263,285	
Professional Services	3516110	541400	P0030	263,285	
			Totals	1,053,140	-



SANDY SPRINGS
GEORGIA

FINANCIAL HIGHLIGHTS FY 2021
APRIL 30, 2021

UNAUDITED



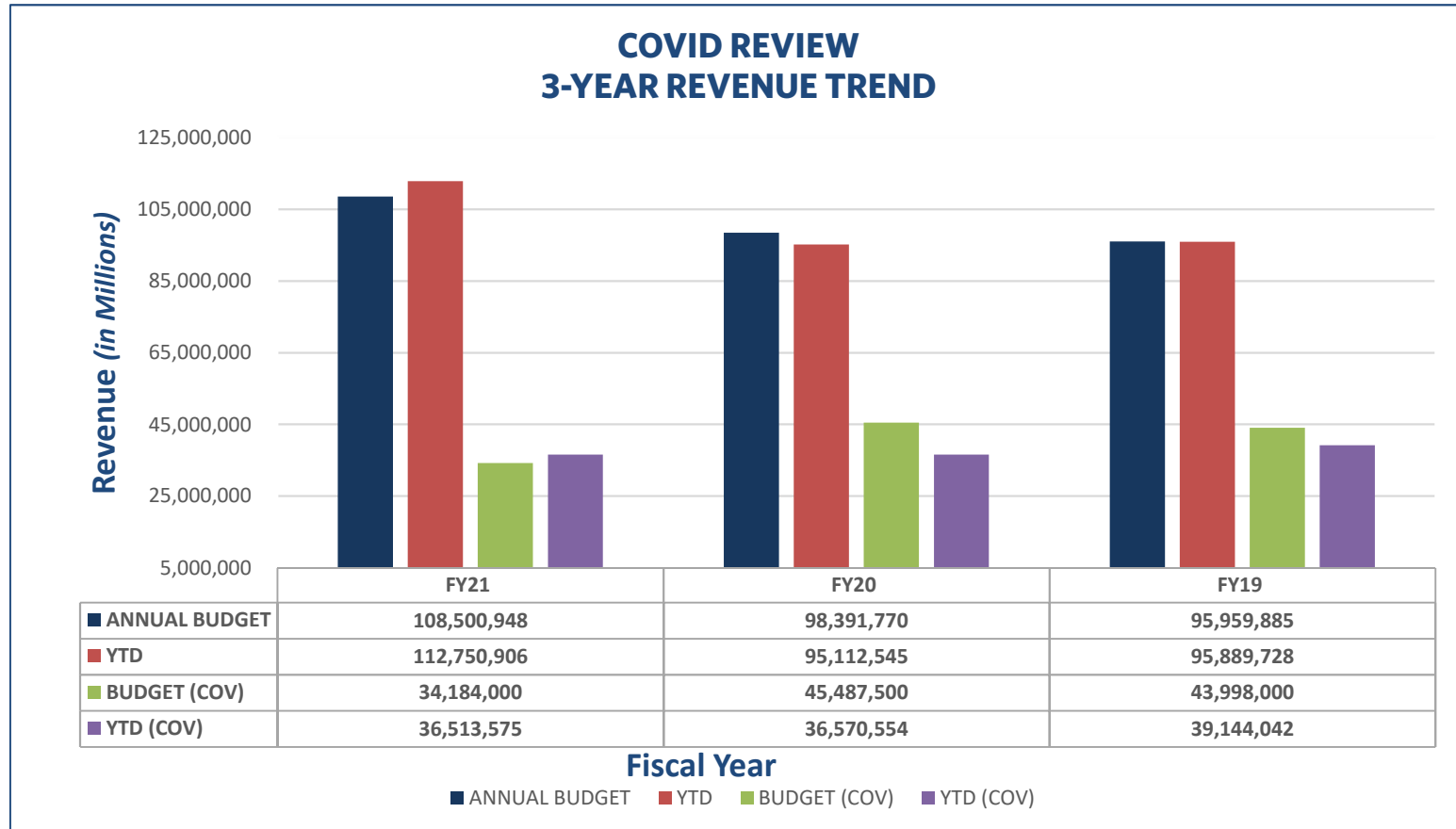
**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 10, APRIL FY 2021**

GL ACCOUNT		DESCRIPTION	BUDGET FY2021	YTD FY 2021	BUDGET FY2020	YTD FY 2020	BUDGET FY2019	YTD FY 2019
Revenues								
10020	351170	MUNICIPAL COURT	1,900,000	2,106,536	2,500,000	1,952,194	2,500,000	2,113,217
10050	347500	RECREATION PRG FEES-GYMNASTICS	63,000	33,355	420,000	28,299	495,000	347,005
10050	347501	RECREATION PRG FEES-ATHL LEIS	120,400	10,802	172,000	40,665	125,000	108,513
10050	347900	SSTC CONTRACT	84,000	90,000	120,000	80,000	60,000	100,000
10050	347910	FACILITY RENTALS	75,600	65,407	108,000	99,923	115,000	102,618
10090	311315	MOTOR VEHICLE TAVT FEE	1,000,000	2,770,326	1,000,000	2,010,772	1,000,000	826,541
10090	313100	LOCAL OPTION SALES TAX	20,000,000	20,074,244	25,000,000	20,618,584	24,500,000	20,606,811
10090	314200	ALCOHOLIC BEVERAGE EXCISE	824,000	964,024	1,000,000	691,621	1,000,000	806,311
10090	314300	EXCISE MIXED DRINK TAX	305,000	314,215	375,000	308,607	375,000	306,139
10090	316100	BUSINESS & OCCUPATION TAX	7,250,000	8,786,261	9,500,000	6,405,490	9,500,000	8,947,847
10090	321100	ALCOHOLIC BEVERAGE LIC	521,000	659,473	625,000	663,800	600,000	668,270
10090	361000	INTEREST REVENUE	250,000	103,575	1,000,000	1,185,657	225,000	1,272,861
10090	391275	TRANSFER IN FROM HOTEL MOTEL	1,731,000	470,198	3,562,500	2,409,218	3,393,000	2,860,248
10090	391280	TRANSFER IN FROM MVRET FUND	60,000	65,159	105,000	75,724	110,000	77,661
TOTAL REVENUES (COVID)			\$34,184,000	\$36,513,575	\$45,487,500	\$36,570,554	\$43,998,000	\$39,144,042
ANNUAL BUDGET			108,500,948	112,750,906 103.92%	98,391,770	95,112,545 96.67%	95,959,885	95,889,728 99.93%

COVID REVIEW - EMERGENCY MGMT EXPENDITURES

GL ACCOUNT		DESCRIPTION	MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
Expenditures						
1003810	521200	PROFESSIONAL SERVICES	0	61,524	30,000	205.08%
1003810	523900	CONTRACTUAL SERVICES	0	36,586	20,000	182.93%
1003810	531100	GENERAL SUPPLIES & MATLS	0	90,789	110,000	82.54%
1003810	542100	MACHINERY & EQUIPMENT	0	0	40,000	0.00%
TOTAL EXPENDITURES			\$0	\$188,899	\$200,000	94.45%

**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 10, APRIL FY 2021**



NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2021

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year approximate 103.91% compared to the Adopted Budget. We are at 83.33% of the year. Most revenues received in July are recognized in June. Revenues such as Electric Franchise and Ins Premium Tax occur once a year.
- ▶ General Fund Expenditures for the fiscal year approximate 70.65% compared to the Adopted Budget. We are at 83.33% of the year.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$40,476,058	\$38,756,000	104.44%	
Motor Vehicle Tax	\$77,061	\$0	N/A	<--These two will be adjusted as the rate at which the <-- old MVT phases out and the new TAVT increases
Motor Vehicle TAVT	\$2,770,326	\$1,000,000	277.03%	
Local Option Sales Tax	\$20,074,244	\$20,000,000	100.37%	
Business Occupational Tax	\$8,786,261	\$7,250,000	121.19%	
Insurance Premium Tax	\$7,535,304	\$7,535,000	100.00%	Payment normally received October of each year
Building Permits	\$1,299,807	\$1,500,000	86.65%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$574,315	\$610,200	94.12%	Includes all departments and is semi-annual

**CASH AND INVESTMENTS
THROUGH PERIOD 10, APRIL FY 2021**

UNAUDITED

SUNTRUST

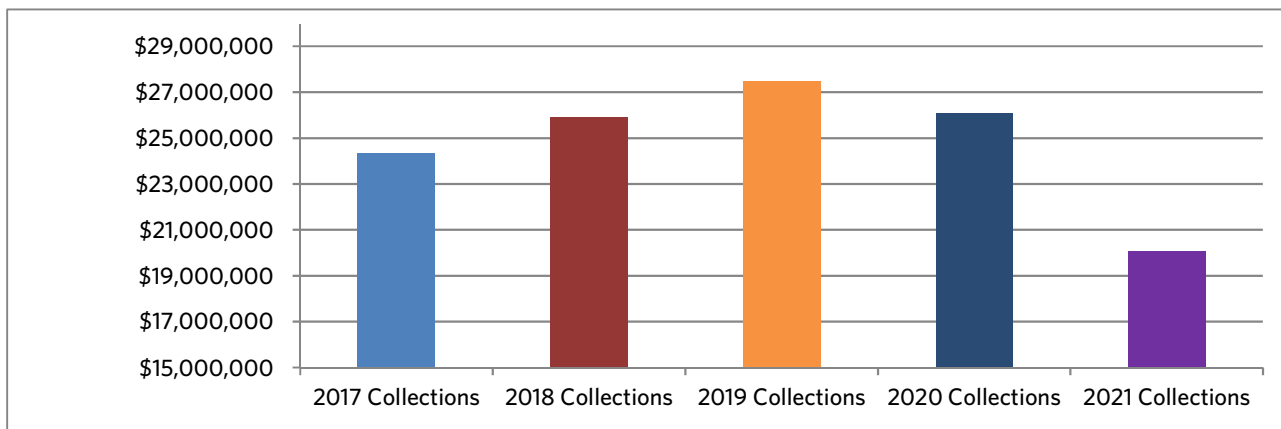
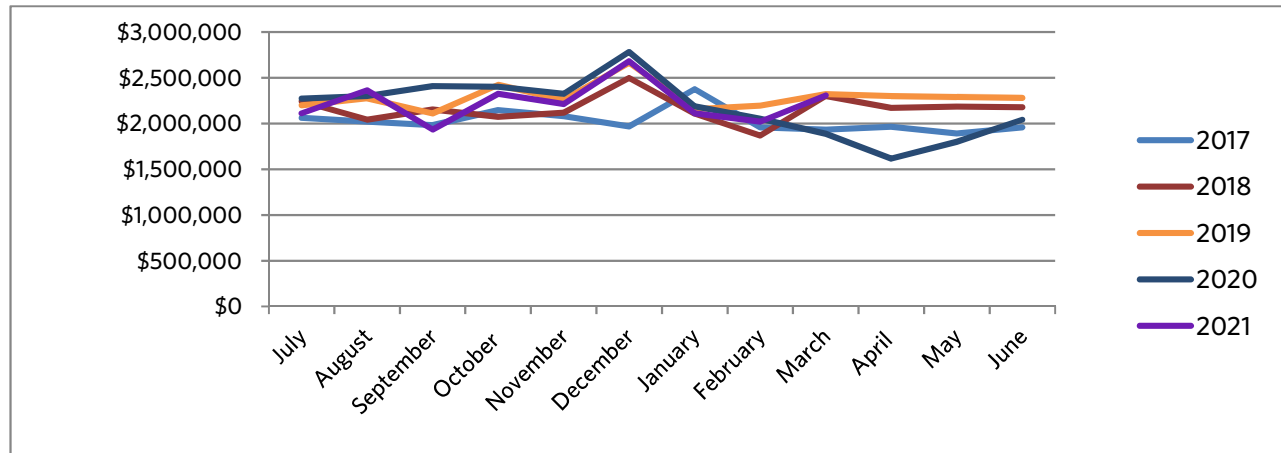
OPERATING ACCOUNT	\$13,901,200
COMMUNITY DEVELOPMENT ESCROW	3,419,250
POLICE - CUSTODIAL ESCROW	16,962
POLICE - FEDERAL FORFEITURE	31,613
POLICE - STATE SEIZED RESTRICTED	470,748
POLICE - STATE SEIZED UNRESTRICTED	79,528
POLICE - FEDERAL SEIZED TREASURY FUND	68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	74,100
HOTEL / MOTEL TAX ACCOUNT	230,860
COURT SERVICES	539,236
IMPACT FEE ACCOUNT	5,385,656
TREE FUND ACCOUNT	727,427
HOSPITALITY BOARD	1,053,690
TSPLOST FUND	46,608,348
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	370,222
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	1,519,185
PAC OPERATING & EVENTS ACCOUNT	2,111,211
TOTAL SUNTRUST	\$76,607,801

GEORGIA FUND ONE	\$103,170,152
FIRST HORIZON	1,250,000
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$104,420,394

TOTAL CASH AND CASH EQUIVALENTS **\$181,028,195**

**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 10, APRIL FY 2021**

	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	% Change from Prior Year
July	\$2,061,561	\$2,240,290	\$2,199,602	\$2,271,667	\$2,112,938	-6.99%
August	2,020,988	2,041,079	2,275,504	2,300,996	2,364,510	2.76%
September	1,983,997	2,154,073	2,109,943	2,407,613	1,934,144	-19.67%
October	2,146,133	2,074,045	2,423,979	2,401,716	2,325,366	-3.18%
November	2,078,863	2,117,845	2,259,523	2,326,390	2,214,592	-4.81%
December	1,968,607	2,497,910	2,663,619	2,782,971	2,681,846	-3.63%
January	2,375,651	2,106,942	2,155,711	2,188,945	2,111,802	-3.52%
February	1,959,251	1,868,609	2,197,080	2,051,568	2,020,770	-1.50%
March	1,933,241	2,301,871	2,321,849	1,886,719	2,308,276	22.34%
April	1,966,649	2,170,864	2,299,086	1,615,942		
May	1,890,507	2,186,481	2,290,253	1,800,673		
June	1,958,584	2,178,187	2,279,757	2,040,463		
	\$24,344,032	\$25,938,196	\$27,475,907	\$26,075,662	\$20,074,244	-23.02%



**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	21,737	40,476,058	38,756,000	104.44 %
100-0000-90-311310	MOTOR VEHICLE	6,932	77,061	-	- %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	380,230	2,770,326	1,000,000	277.03 %
100-0000-90-311340	INTANGIBLES	138,284	1,129,905	425,000	265.86 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	40,186	445,598	200,000	222.80 %
100-0000-90-311710	ELECTRIC FRANCHISE TAX	-	5,887,944	5,800,000	101.52 %
100-0000-90-311730	GAS FRANCHISE TAX	-	627,424	725,000	86.54 %
100-0000-90-311750	CABLE TV FRANCHISE TAX	395,830	1,186,706	1,700,000	69.81 %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	46,194	168,517	275,000	61.28 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	13,594	267,425	425,000	62.92 %
100-0000-90-313100	LOCAL OPTION SALES TAX	2,308,276	20,074,244	20,000,000	100.37 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	102,122	964,024	824,000	116.99 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	47,899	314,942	305,000	103.26 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	1,664,617	8,786,261	7,250,000	121.19 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	-	313,602	-	- %
100-0000-90-316200	INSURANCE PREMIUM TAX	-	7,535,304	7,535,000	100.00 %
TOTAL TAXES		5,165,901	91,025,341	85,220,000	106.81 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	1,205	659,473	521,000	126.58 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	6,188	76,628	95,000	80.66 %
100-0000-60-322210	PLANNING/ZONING FEES	6,842	77,105	50,000	154.21 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	6,300	63,258	100,000	63.26 %
100-0000-60-323120	BUILDING PERMITS	140,359	1,299,807	1,500,000	86.65 %
100-0000-60-323130	PLUMBING PERMITS	-	2,545	10,000	25.45 %
100-0000-60-323140	ELECTRICAL PERMITS	6,374	20,310	10,000	203.10 %
100-0000-60-323160	HVAC PERMITS	6,299	45,265	30,000	150.88 %
100-0000-60-323920	BLDG REINSPECTION FEE	900	4,800	5,000	96.00 %
TOTAL LICENSES & PERMITS		174,467	2,249,190	2,321,000	96.91 %
100-0000-30-342900	FALSE ALARM FEES	3,837	51,704	100,000	51.70 %
100-0000-30-342910	OTHER PUBLIC SAFETY FEES	-	15,000	-	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	11,760	117,600	141,120	83.33 %
100-0000-10-346900	SPECIAL EVENT FEES	1,800	4,442	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	8,000	33,355	63,000	52.94 %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	2,945	10,802	120,400	8.97 %
100-0000-50-347900	SSTC CONTRACT	10,000	90,000	84,000	107.14 %
100-0000-50-347910	FACILITY RENTALS	12,167	65,407	75,600	86.52 %
TOTAL CHARGES & FEES		50,508	388,310	584,120	66.48 %
100-0000-20-351170	MUNICIPAL COURT	312,224	2,106,536	1,900,000	110.87 %
TOTAL FINES & FORFEITURES		312,224	2,106,536	1,900,000	110.87 %
100-0000-90-361000	INTEREST REVENUE	17,490	103,575	250,000	41.43 %
TOTAL INVESTMENT INCOME		17,490	103,575	250,000	41.43 %
100-0000-40-381000	RENTAL REVENUE	6,275	203,034	-	- %
100-0000-40-381010	MARTA ADVERTISING CONTRAC	-	28,986	-	- %
100-0000-90-381100	ROYALTIES-GAS SOUTH	-	-	125,000	- %
100-0000-90-389000	MISCELLANEOUS REVENUE	18,763	72,078	50,000	144.16 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	3,485	32,280	50,000	64.56 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	900	92,057	15,000	613.71 %
100-0000-90-389900	OTHER CHGS FOR SERVICES	6,646	53,031	50,000	106.06 %
TOTAL MISCELLANEOUS		36,069	481,465	290,000	166.02 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391225	TRANSFER IN FROM IMPACT FEE	599	18,486	-	- %
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	68,295	470,198	1,731,000	27.16 %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	7,886	65,159	60,000	108.60 %
100-0000-90-391360	TRANSFER IN PFA	-	11,190,000	11,190,000	100.00 %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	58,532	600,000	9.76 %
100-0000-90-392100	SALE OF ASSETS	414	18,174	10,000	181.74 %
100-0000-90-399999	USE OF FUND BALANCE	-	-	(221,601)	- %
TOTAL OTHER FINANCING SOURCES		77,194	11,820,550	13,369,399	88.41 %
100-0000-40-331100	FEDERAL MATCHING GRANTS	-	4,566,429	4,566,429	100.00 %
TOTAL OTHER REVENUES		-	4,566,429	4,566,429	100.00 %
TOTAL REVENUES		\$5,833,854	\$112,741,396	\$108,500,948	103.91 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	12,333	111,000	148,000	75.00 %
100-1310-10-512200	SOCIAL SECURITY	765	6,882	9,200	74.80 %
100-1310-10-512300	MEDICARE	179	1,609	2,200	73.16 %
100-1310-10-512600	UNEMPLOYMENT TAX	90	399	700	56.97 %
100-1310-10-512700	WORKERS' COMPENSATION	-	226	300	75.24 %
Salaries & Benefits		13,367	120,116	160,400	74.89 %
100-1310-10-521200	PROFESSIONAL SERVICES	32,391	32,391	33,000	98.15 %
100-1310-10-523200	COMMUNICATIONS	229	3,344	4,400	75.99 %
100-1310-10-523500	TRAVEL	-	-	10,000	- %
100-1310-10-523600	DUES & FEES	-	40,868	38,000	107.55 %
100-1310-10-523700	EDUCATION/TRAINING	-	150	2,000	7.50 %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	-	360	3,000	12.00 %
100-1310-10-531300	HOSPITALITY	-	470	8,600	5.46 %
Operations & Capital		32,620	77,583	99,000	78.37 %
TOTAL CITY COUNCIL		45,987	197,699	259,400	76.21 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	63,638	585,293	728,880	80.30 %
100-1320-10-511110	BONUSES	-	19,000	-	- %
100-1320-10-512101	HEALTH INSURANCE	6,382	62,274	51,300	121.39 %
100-1320-10-512102	DISABILITY INSURANCE	156	1,743	2,700	64.55 %
100-1320-10-512103	DENTAL INSURANCE	246	2,774	2,500	110.98 %
100-1320-10-512104	LIFE INSURANCE	331	3,682	5,400	68.18 %
100-1320-10-512200	SOCIAL SECURITY	3,850	28,978	43,368	66.82 %
100-1320-10-512300	MEDICARE	901	8,580	10,155	84.49 %
100-1320-10-512401	RETIREMENT 401A	3,525	75,148	99,790	75.31 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	2,677	24,789	33,829	73.28 %
100-1320-10-512600	UNEMPLOYMENT TAX	81	994	3,333	29.81 %
100-1320-10-512700	WORKERS' COMPENSATION	-	1,007	1,373	73.36 %
Salaries & Benefits		81,785	814,262	982,628	82.87 %
100-1320-10-523200	COMMUNICATIONS	407	4,009	3,600	111.35 %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	-	75	3,700	2.02 %
100-1320-10-523600	DUES & FEES	128	2,389	5,000	47.78 %
100-1320-10-523700	EDUCATION/TRAINING	-	5,381	4,495	119.71 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	602	1,723	3,500	49.22 %
100-1320-10-531300	HOSPITALITY	377	5,122	5,000	102.44 %
100-1320-10-531600	SMALL TOOLS & EQUIPMENT	-	-	2,500	- %
Operations & Capital		1,515	18,698	28,295	66.08 %
TOTAL CITY MANAGER		83,301	832,960	1,010,923	82.40 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	15,344	166,234	226,700	73.33 %
100-1330-10-511110	BONUSES	-	9,000	-	- %
100-1330-10-512101	HEALTH INSURANCE	675	15,906	31,400	50.66 %
100-1330-10-512102	DISABILITY INSURANCE	21	379	1,400	27.08 %
100-1330-10-512103	DENTAL INSURANCE	44	696	1,700	40.94 %
100-1330-10-512104	LIFE INSURANCE	35	735	2,100	35.02 %
100-1330-10-512200	SOCIAL SECURITY	901	10,361	14,100	73.49 %
100-1330-10-512300	MEDICARE	211	2,423	3,300	73.43 %
100-1330-10-512401	RETIREMENT 401A	(37)	17,597	27,200	64.70 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	551	8,071	11,300	71.42 %
100-1330-10-512600	UNEMPLOYMENT TAX	42	390	1,100	35.49 %
100-1330-10-512700	WORKERS' COMPENSATION	-	513	500	102.55 %
Salaries & Benefits		17,788	232,306	320,800	72.41 %
100-1330-10-521300	TECHNICAL SERVICES	155	40,062	59,500	67.33 %
100-1330-10-522230	REP & MAINT-VEHICLES	-	-	2,500	- %
100-1330-10-523200	COMMUNICATIONS	144	1,061	1,500	70.73 %
100-1330-10-523300	ADVERTISING	-	150	1,000	15.00 %
100-1330-10-523400	PRINTING & BINDING	-	516	10,000	5.16 %
100-1330-10-523500	TRAVEL	-	-	3,000	- %
100-1330-10-523600	DUES & FEES	50	4,194	3,500	119.84 %
100-1330-10-523700	EDUCATION/TRAINING	-	755	2,000	37.75 %
100-1330-10-523900	CONTRACTUAL SERVICES	3,568	4,366	20,000	21.83 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	-	127	1,500	8.45 %
100-1330-10-531270	GASOLINE	-	-	500	- %
100-1330-10-531300	HOSPITALITY	-	106	500	21.30 %
100-1330-10-531600	SMALL TOOLS & EQUIPMENT	-	-	4,000	- %
Operations & Capital		3,918	51,338	109,500	46.88 %
TOTAL CITY CLERK		21,705	283,643	430,300	65.92 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	94,811	924,688	1,418,000	65.21 %
100-1500-10-511110	BONUSES	-	38,000	-	- %
100-1500-10-512101	HEALTH INSURANCE	11,467	108,695	184,800	58.82 %
100-1500-10-512102	DISABILITY INSURANCE	385	3,218	5,400	59.59 %
100-1500-10-512103	DENTAL INSURANCE	581	5,144	10,100	50.94 %
100-1500-10-512104	LIFE INSURANCE	865	7,230	11,500	62.87 %
100-1500-10-512200	SOCIAL SECURITY	5,665	59,993	87,900	68.25 %
100-1500-10-512300	MEDICARE	1,325	14,105	20,600	68.47 %
100-1500-10-512401	RETIREMENT 401A	2,729	91,441	170,200	53.73 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	4,128	37,890	70,900	53.44 %
100-1500-10-512600	UNEMPLOYMENT TAX	22	2,328	7,100	32.79 %
100-1500-10-512700	WORKERS' COMPENSATION	-	4,404	2,800	157.27 %
Salaries & Benefits		121,977	1,297,137	1,989,300	65.21 %
100-1500-10-521200	PROFESSIONAL SERVICES	-	8,193	10,000	81.93 %
100-1500-10-521210	PROF SVCS-AUDIT	-	82,475	100,000	82.48 %
100-1500-10-521300	TECHNICAL SERVICES	-	157,047	160,000	98.15 %
100-1500-10-523200	COMMUNICATIONS	302	2,810	2,000	140.49 %
100-1500-10-523300	ADVERTISING	600	2,250	10,000	22.50 %
100-1500-10-523400	PRINTING & BINDING	544	1,615	2,000	80.76 %
100-1500-10-523500	TRAVEL	-	-	2,000	- %
100-1500-10-523600	DUES & FEES	225	3,873	5,000	77.47 %
100-1500-10-523700	EDUCATION/TRAINING	867	4,562	10,000	45.62 %
100-1500-10-523900	CONTRACTUAL SERVICES	1,144	12,022	11,000	109.29 %
100-1500-10-523950	MERCHANT SVCS CHARGES	79	333	1,000	33.30 %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	985	3,740	5,000	74.79 %
100-1500-10-531300	HOSPITALITY	81	239	500	47.78 %
100-1500-10-531750	UNIFORMS	-	114	500	22.79 %
100-1500-10-542400	COMPUTER EQUIPMENT	-	6,213	10,000	62.13 %
Operations & Capital		4,827	285,485	329,000	86.77 %
TOTAL FINANCE		126,804	1,582,621	2,318,300	68.27 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-521250	PROF SVCS-LEGAL	82,854	530,097	450,000	117.80 %
100-1530-10-521255	PROF SVCS-LITIGATION	75,600	534,599	450,000	118.80 %
Operations & Capital		158,454	1,064,696	900,000	118.30 %
	TOTAL LEGAL SERVICES	158,454	1,064,696	900,000	118.30 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	87,221	849,839	1,233,800	68.88 %
100-1535-10-511110	BONUSES	-	27,000	-	- %
100-1535-10-512101	HEALTH INSURANCE	14,057	125,999	169,400	74.38 %
100-1535-10-512102	DISABILITY INSURANCE	324	3,122	4,200	74.34 %
100-1535-10-512103	DENTAL INSURANCE	717	6,550	8,800	74.43 %
100-1535-10-512104	LIFE INSURANCE	727	7,016	9,600	73.08 %
100-1535-10-512200	SOCIAL SECURITY	5,097	51,425	76,500	67.22 %
100-1535-10-512300	MEDICARE	1,192	12,251	17,900	68.44 %
100-1535-10-512401	401A RETIREMENT	2,650	92,420	148,100	62.40 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	3,956	41,977	61,700	68.03 %
100-1535-10-512600	UNEMPLOYMENT TAX	41	1,881	6,200	30.34 %
100-1535-10-512700	WORKERS' COMPENSATION	-	3,698	2,500	147.91 %
Salaries & Benefits		115,981	1,223,177	1,738,700	70.35 %
100-1535-10-521300	TECHNICAL SERVICES	44,109	149,199	566,000	26.36 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	-	73,878	124,000	59.58 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	7,133	78,182	100,000	78.18 %
100-1535-10-523200	COMMUNICATIONS	831	10,647	9,000	118.30 %
100-1535-10-523500	TRAVEL	-	-	500	- %
100-1535-10-523600	DUES & FEES	80	3,721	6,000	62.01 %
100-1535-10-523700	EDUCATION/TRAINING	-	872	1,000	87.17 %
100-1535-10-523900	CONTRACTUAL SERVICES	-	1,682	5,000	33.64 %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	1	4,338	5,500	78.87 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	2,127	6,201	10,000	62.01 %
100-1535-10-542400	COMPUTER EQUIPMENT	24,640	40,048	100,000	40.05 %
Operations & Capital		78,922	368,767	927,000	39.78 %
TOTAL INFORMATION SERVICES		194,903	1,591,944	2,665,700	59.72 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	21,975	215,846	275,900	78.23 %
100-1540-10-511110	BONUSES	-	10,000	-	- %
100-1540-10-512101	HEALTH INSURANCE	3,640	34,752	29,900	116.23 %
100-1540-10-512102	DISABILITY INSURANCE	66	868	1,400	61.99 %
100-1540-10-512103	DENTAL INSURANCE	102	1,050	1,000	105.00 %
100-1540-10-512104	LIFE INSURANCE	148	1,950	3,000	65.00 %
100-1540-10-512200	SOCIAL SECURITY	1,299	13,307	17,100	77.82 %
100-1540-10-512300	MEDICARE	304	3,112	4,000	77.81 %
100-1540-10-512401	401A RETIREMENT	592	21,561	33,100	65.14 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	675	7,282	13,800	52.76 %
100-1540-10-512600	UNEMPLOYMENT TAX	34	453	1,400	32.38 %
100-1540-10-512700	WORKERS' COMPENSATION	-	485	600	80.86 %
Salaries & Benefits		28,835	310,667	381,200	81.50 %
100-1540-10-521200	PROFESSIONAL SERVICES	21,902	134,436	185,500	72.47 %
100-1540-10-523200	COMMUNICATIONS	126	1,752	1,500	116.79 %
100-1540-10-523500	TRAVEL	-	4,692	1,000	469.23 %
100-1540-10-523600	DUES & FEES	156	556	1,000	55.60 %
100-1540-10-523700	EDUCATION/TRAINING	900	3,107	10,000	31.07 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	15	493	2,000	24.63 %
Operations & Capital		23,099	145,035	201,000	72.16 %
TOTAL HUMAN RESOURCES		51,934	455,702	582,200	78.27 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	51,103	495,736	801,300	61.87 %
100-1565-10-511110	BONUSES	-	27,000	-	- %
100-1565-10-512101	HEALTH INSURANCE	10,096	81,237	81,700	99.43 %
100-1565-10-512102	DISABILITY INSURANCE	239	2,009	3,400	59.10 %
100-1565-10-512103	DENTAL INSURANCE	523	4,647	4,700	98.87 %
100-1565-10-512104	LIFE INSURANCE	537	4,517	6,900	65.47 %
100-1565-10-512200	SOCIAL SECURITY	3,044	31,449	49,700	63.28 %
100-1565-10-512300	MEDICARE	712	7,131	11,600	61.48 %
100-1565-10-512401	401A RETIREMENT	784	49,478	96,200	51.43 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	1,913	20,279	40,100	50.57 %
100-1565-10-512600	UNEMPLOYMENT TAX	61	1,401	4,000	35.04 %
100-1565-10-512700	WORKERS' COMPENSATION	-	8,855	1,600	553.42 %
Salaries & Benefits		69,012	733,740	1,101,200	66.63 %
100-1565-10-521200	PROFESSIONAL SERVICES	4,268	211,625	316,000	66.97 %
100-1565-10-521300	TECHNICAL SERVICES	110	53,394	59,200	90.19 %
100-1565-10-522100	CLEANING SERVICES	720	199,125	213,800	93.14 %
100-1565-10-522110	GARBAGE DISPOSAL	4,199	33,166	75,000	44.22 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	22,723	190,489	301,000	63.29 %
100-1565-10-522220	REP & MAINT-BUILDINGS	84,208	500,576	691,000	72.44 %
100-1565-10-522310	BUILDING OPERATING LEASE	25,111	254,425	325,000	78.28 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	-	22,967	34,000	67.55 %
100-1565-10-523200	COMMUNICATIONS	782	6,578	4,000	164.45 %
100-1565-10-523250	POSTAGE	1,593	20,362	49,000	41.56 %
100-1565-10-523700	EDUCATION/TRAINING	514	1,109	5,000	22.18 %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	6,410	43,715	313,000	13.97 %
100-1565-10-531210	WATER	7,323	162,276	216,200	75.06 %
100-1565-10-531220	NATURAL GAS	6,363	51,434	61,400	83.77 %
100-1565-10-531230	ELECTRICITY	49,161	427,441	526,800	81.14 %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	-	1,012	5,000	20.23 %
100-1565-10-531750	UNIFORMS	674	3,502	8,000	43.77 %
100-1565-10-541200	SITE IMPROVEMENTS	-	-	485,000	- %
100-1565-10-579000	CONTINGENCIES	-	-	10,000	- %
Operations & Capital		214,158	2,183,195	3,698,400	59.03 %
TOTAL FACILITIES MANAGEMENT		283,170	2,916,935	4,799,600	60.77 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	44,010	434,475	565,000	76.90 %
100-1570-10-511110	BONUSES	-	17,500	-	- %
100-1570-10-512101	HEALTH INSURANCE	5,803	47,041	69,600	67.59 %
100-1570-10-512102	DISABILITY INSURANCE	185	1,796	2,400	74.85 %
100-1570-10-512103	DENTAL INSURANCE	355	3,254	4,100	79.36 %
100-1570-10-512104	LIFE INSURANCE	415	4,035	5,400	74.71 %
100-1570-10-512200	SOCIAL SECURITY	2,651	26,991	35,000	77.12 %
100-1570-10-512300	MEDICARE	620	6,312	8,200	76.98 %
100-1570-10-512401	401A RETIREMENT	2,037	47,209	67,800	69.63 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	2,050	17,829	28,300	63.00 %
100-1570-10-512600	UNEMPLOYMENT TAX	-	875	2,800	31.25 %
100-1570-10-512700	WORKERS' COMPENSATION	-	1,891	1,100	171.89 %
Salaries & Benefits		58,126	609,209	789,700	77.14 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	47,165	424,487	566,000	75.00 %
100-1570-10-522230	REP & MAINT-VEHICLES	-	610	500	122.00 %
100-1570-10-523200	COMMUNICATIONS	461	3,666	3,700	99.08 %
100-1570-10-523300	ADVERTISING	346	2,592	95,210	2.72 %
100-1570-10-523400	PRINTING & BINDING	-	5,345	7,500	71.27 %
100-1570-10-523500	TRAVEL	-	12	613	1.94 %
100-1570-10-523600	DUES & FEES	103	338	1,076	31.45 %
100-1570-10-523700	EDUCATION/TRAINING	-	-	503	- %
100-1570-10-523900	CONTRACTUAL SERVICES	399	8,526	15,500	55.01 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	3,725	75,610	199,000	37.99 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	69	845	23,872	3.54 %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	-	441	2,476	17.80 %
Operations & Capital		52,268	522,472	916,450	57.01 %
TOTAL COMMUNICATIONS		110,394	1,131,681	1,706,150	66.33 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
GENERAL ADMINISTRATION EXPENDITURES					
100-1595-10-511200	PART-TIME/TEMP EMPLOYEES	-	-	45,000	- %
100-1595-10-512200	SOCIAL SECURITY	-	-	2,800	- %
100-1595-10-512300	MEDICARE	-	-	600	- %
100-1595-10-512600	UNEMPLOYMENT TAX	-	-	100	- %
Salaries & Benefits		-	-	48,500	- %
100-1595-10-521200	PROFESSIONAL SERVICES	175	89,224	350,000	25.49 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	81,875	1,691,062	2,159,723	78.30 %
100-1595-10-523100	PROPERTY & LIABILITY INS	-	1,346,722	1,350,000	99.76 %
100-1595-10-523200	COMMUNICATIONS	459	55,460	100,000	55.46 %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	-	1,000	100,000	1.00 %
100-1595-10-579000	CONTINGENCIES	-	-	300,000	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	-	-	140,000	- %
Operations & Capital		82,509	3,183,468	4,499,723	70.75 %
TOTAL GENERAL ADMINISTRATION		82,509	3,183,468	4,548,223	69.99 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	37,152	368,011	507,800	72.47 %
100-2650-20-511110	BONUSES	-	21,500	-	- %
100-2650-20-512101	HEALTH INSURANCE	4,534	55,115	88,500	62.28 %
100-2650-20-512102	DISABILITY INSURANCE	112	1,340	2,200	60.91 %
100-2650-20-512103	DENTAL INSURANCE	271	3,035	4,700	64.58 %
100-2650-20-512104	LIFE INSURANCE	253	3,016	4,700	64.17 %
100-2650-20-512200	SOCIAL SECURITY	2,232	23,294	31,500	73.95 %
100-2650-20-512300	MEDICARE	522	5,448	7,400	73.62 %
100-2650-20-512401	RETIREMENT 401A	977	40,474	60,900	66.46 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	1,030	12,895	25,400	50.77 %
100-2650-20-512600	UNEMPLOYMENT TAX	59	951	2,500	38.02 %
100-2650-20-512700	WORKERS' COMPENSATION	-	5,041	1,000	504.13 %
Salaries & Benefits		47,141	540,120	736,600	73.33 %
100-2650-20-521260	PROF SVCS-COURT	67,573	437,156	547,900	79.79 %
100-2650-20-521300	TECHNICAL SERVICES	7,777	63,063	90,000	70.07 %
100-2650-20-523200	COMMUNICATIONS	250	2,820	1,500	188.01 %
100-2650-20-523300	ADVERTISING	-	720	500	144.00 %
100-2650-20-523400	PRINTING & BINDING	-	1,016	500	203.13 %
100-2650-20-523600	DUES & FEES	-	-	1,000	- %
100-2650-20-523700	EDUCATION/TRAINING	-	225	2,000	11.25 %
100-2650-20-523950	MERCHANT SVCS CHARGES	66	653	1,500	43.56 %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	179	1,875	6,000	31.24 %
100-2650-20-531300	HOSPITALITY	-	15	1,500	1.00 %
100-2650-20-531600	SMALL TOOLS & EQUIPMENT	-	-	3,000	- %
Operations & Capital		75,845	507,543	655,400	77.44 %
TOTAL MUNICIPAL COURT		122,986	1,047,663	1,392,000	75.26 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	854,103	8,563,837	10,955,900	78.17 %
100-3210-30-511110	BONUSES	6,000	605,814	-	- %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	26,619	225,452	383,000	58.86 %
100-3210-30-511300	OVERTIME	73,499	630,338	800,000	78.79 %
100-3210-30-512101	HEALTH INSURANCE	125,688	1,274,719	1,736,800	73.39 %
100-3210-30-512102	DISABILITY INSURANCE	2,986	31,305	42,200	74.18 %
100-3210-30-512103	DENTAL INSURANCE	7,027	68,263	94,500	72.24 %
100-3210-30-512104	LIFE INSURANCE	6,711	68,559	85,100	80.56 %
100-3210-30-512200	SOCIAL SECURITY	57,019	592,325	752,700	78.69 %
100-3210-30-512300	MEDICARE	13,335	139,340	176,000	79.17 %
100-3210-30-512401	RETIREMENT 401A	35,393	932,331	1,314,700	70.92 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	38,888	406,073	547,800	74.13 %
100-3210-30-512500	TUITION REIMBURSEMENT	75	23,554	25,000	94.21 %
100-3210-30-512600	UNEMPLOYMENT TAX	289	13,598	30,700	44.29 %
100-3210-30-512700	WORKERS' COMPENSATION	4,272	336,277	417,400	80.56 %
Salaries & Benefits		1,251,904	13,911,782	17,361,800	80.13 %
100-3210-30-521200	PROFESSIONAL SERVICES	13,188	95,470	175,000	54.55 %
100-3210-30-521270	JAIL SERVICES	17,050	131,526	375,000	35.07 %
100-3210-30-521275	INMATE MEDICAL SERVICES	1,785	101,222	100,000	101.22 %
100-3210-30-521300	TECHNICAL SERVICES	42,676	1,089,920	1,000,000	108.99 %
100-3210-30-522100	CLEANING SERVICES	33	63,137	84,100	75.07 %
100-3210-30-522110	GARBAGE DISPOSAL	243	1,844	2,000	92.20 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	741	15,349	40,000	38.37 %
100-3210-30-522220	REP & MAINT-BUILDINGS	153	5,447	17,500	31.12 %
100-3210-30-522230	REP & MAINT-VEHICLES	40,606	379,228	350,000	108.35 %
100-3210-30-522310	BUILDING OPERATING LEASE	55,411	555,563	679,000	81.82 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	-	728	2,000	36.38 %
100-3210-30-523200	COMMUNICATIONS	14,280	161,641	180,000	89.80 %
100-3210-30-523250	POSTAGE	154	2,606	3,000	86.87 %
100-3210-30-523300	ADVERTISING	1,353	13,515	14,000	96.53 %
100-3210-30-523400	PRINTING & BINDING	776	6,433	7,000	91.90 %
100-3210-30-523500	TRAVEL	2,128	29,160	50,000	58.32 %
100-3210-30-523600	DUES & FEES	939	10,305	14,000	73.61 %
100-3210-30-523700	EDUCATION/TRAINING	3,522	40,786	60,000	67.98 %
100-3210-30-523900	CONTRACTUAL SERVICES	4,882	50,653	90,000	56.28 %
100-3210-30-523950	MERCHANT SVCS CHARGES	26	274	1,000	27.40 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	3,669	48,498	55,000	88.18 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	261	1,972	2,000	98.59 %
100-3210-30-531220	NATURAL GAS	1,678	12,848	17,000	75.57 %
100-3210-30-531230	ELECTRICITY	3,870	39,260	55,000	71.38 %
100-3210-30-531270	GASOLINE	45,476	294,219	475,000	61.94 %
100-3210-30-531300	HOSPITALITY	821	15,373	17,500	87.85 %
100-3210-30-531600	POLICE EQUIPMENT	18,297	209,478	300,000	69.83 %
100-3210-30-531750	UNIFORMS	9,092	109,346	166,000	65.87 %
100-3210-30-541200	SITE IMPROVEMENTS	-	18,297	50,000	36.59 %
100-3210-30-542200	VEHICLES	-	462,005	506,000	91.31 %
100-3210-30-579000	CONTINGENCIES	-	-	100,000	- %
Operations & Capital		283,109	3,966,102	4,992,100	79.45 %
TOTAL POLICE		1,535,013	17,877,884	22,353,900	79.98 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	586,136	6,070,381	7,986,164	76.01 %
100-3510-30-511110	BONUSES	-	300,775	-	- %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	11,876	118,297	194,500	60.82 %
100-3510-30-511300	OVERTIME	38,155	313,579	400,000	78.39 %
100-3510-30-512101	HEALTH INSURANCE	107,519	1,081,678	1,620,000	66.77 %
100-3510-30-512102	DISABILITY INSURANCE	2,011	101,782	122,600	83.02 %
100-3510-30-512103	DENTAL INSURANCE	5,338	52,633	70,200	74.98 %
100-3510-30-512104	LIFE INSURANCE	4,483	45,710	55,400	82.51 %
100-3510-30-512200	SOCIAL SECURITY	37,278	395,433	490,900	80.55 %
100-3510-30-512300	MEDICARE	8,718	93,159	114,800	81.15 %
100-3510-30-512401	RETIREMENT 401A	25,651	645,013	878,700	73.41 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	27,193	283,150	366,100	77.34 %
100-3510-30-512500	TUITION REIMBURSEMENT	4,209	63,270	65,700	96.30 %
100-3510-30-512600	UNEMPLOYMENT TAX	86	11,563	31,700	36.48 %
100-3510-30-512700	WORKERS' COMPENSATION	88	120,263	154,900	77.64 %
Salaries & Benefits		858,742	9,696,685	12,551,664	77.25 %
100-3510-30-521200	PROFESSIONAL SERVICES	950	8,082	7,500	107.75 %
100-3510-30-521300	TECHNICAL SERVICES	360	86,189	87,100	98.95 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	17,830	48,426	57,000	84.96 %
100-3510-30-522220	REP & MAINT-BUILDINGS	5,107	63,764	70,000	91.09 %
100-3510-30-522230	REP & MAINT-VEHICLES	16,095	266,028	266,000	100.01 %
100-3510-30-523200	COMMUNICATIONS	3,581	36,048	48,000	75.10 %
100-3510-30-523400	PRINTING & BINDING	63	260	1,000	25.95 %
100-3510-30-523500	TRAVEL	3,263	5,185	10,000	51.85 %
100-3510-30-523600	DUES & FEES	318	4,001	15,000	26.67 %
100-3510-30-523700	EDUCATION/TRAINING	16,332	21,462	32,000	67.07 %
100-3510-30-523900	CONTRACTUAL SERVICES	36,740	116,601	139,100	83.83 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	7,042	54,419	63,300	85.97 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	8,391	73,230	102,500	71.44 %
100-3510-30-531210	WATER	1,565	12,332	25,000	49.33 %
100-3510-30-531220	NATURAL GAS	1,441	12,024	25,000	48.10 %
100-3510-30-531230	ELECTRICITY	1,773	26,393	52,000	50.76 %
100-3510-30-531270	GASOLINE	12,386	84,224	150,000	56.15 %
100-3510-30-531300	HOSPITALITY	867	5,814	4,100	141.79 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	5,601	33,724	800,000	4.22 %
100-3510-30-531750	UNIFORMS	3,724	64,435	137,300	46.93 %
100-3510-30-541200	SITE IMPROVEMENTS	-	-	120,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	595,133	595,133	595,133	100.00 %
100-3510-30-582200	CAPITAL LEASE INTEREST	103,203	103,203	103,203	100.00 %
Operations & Capital		841,768	1,720,973	2,910,236	59.14 %
TOTAL FIRE		1,700,509	11,417,658	15,461,900	73.84 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	6,548	66,765	84,700	78.83 %
100-3810-30-511110	BONUSES	-	3,500	-	- %
100-3810-30-512101	HEALTH INSURANCE	499	5,044	9,000	56.05 %
100-3810-30-512102	DISABILITY INSURANCE	17	171	600	28.57 %
100-3810-30-512103	DENTAL INSURANCE	25	248	500	49.68 %
100-3810-30-512104	LIFE INSURANCE	38	385	1,100	34.95 %
100-3810-30-512200	SOCIAL SECURITY	400	4,297	5,200	82.64 %
100-3810-30-512300	MEDICARE	94	1,005	1,200	83.75 %
100-3810-30-512401	401A RETIREMENT	208	7,434	10,100	73.61 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	327	3,402	4,200	81.01 %
100-3810-30-512600	UNEMPLOYMENT TAX	-	122	400	30.50 %
100-3810-30-512700	WORKERS' COMPENSATION	-	108	200	53.94 %
Salaries & Benefits		8,157	92,483	117,200	78.91 %
100-3810-30-521200	PROFESSIONAL SERVICES	65,000	260,000	260,000	100.00 %
100-3810-30-521200 COV19	PROFESSIONAL SERVICES	-	61,524	-	- %
100-3810-30-521300	TECHNICAL SERVICES	-	4,722	7,000	67.45 %
100-3810-30-522210	REP & MAINT-EQUIPMENT	122	244	5,000	4.88 %
100-3810-30-523200	COMMUNICATIONS	175	1,569	2,000	78.43 %
100-3810-30-523900 COV19	CONTRACTUAL SERVICES	-	36,586	-	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	-	-	30,000	- %
100-3810-30-531100 COV19	GENERAL SUPPLIES & MATLS	188	87,114	-	- %
100-3810-30-531102	EMERGENCY EVENT RESPONSE	-	-	100,000	- %
100-3810-30-531102 ZETA	PROGRAM SUPPLIES	5,000	263,910	-	- %
100-3810-30-542100	MACHINERY & EQUIPMENT	-	-	10,000	- %
100-3810-30-572000	PAYMENTS TO OTHER AGENCIES	120,405	602,027	775,000	77.68 %
100-3810-30-579000	CONTINGENCY	-	-	25,000	- %
Operations & Capital		190,891	1,317,696	1,214,000	108.54 %
TOTAL EMERGENCY MANAGEMENT		199,047	1,410,178	1,331,200	105.93 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	203,121	2,005,333	2,633,720	76.14 %
100-4100-40-511110	BONUSES	-	82,000	-	- %
100-4100-40-512101	HEALTH INSURANCE	30,079	293,373	385,200	76.16 %
100-4100-40-512102	DISABILITY INSURANCE	859	8,518	11,500	74.07 %
100-4100-40-512103	DENTAL INSURANCE	1,585	15,738	20,300	77.53 %
100-4100-40-512104	LIFE INSURANCE	1,878	18,657	25,000	74.63 %
100-4100-40-512200	SOCIAL SECURITY	12,076	123,116	163,332	75.38 %
100-4100-40-512300	MEDICARE	2,824	29,029	38,145	76.10 %
100-4100-40-512401	401A RETIREMENT	8,781	216,596	316,010	68.54 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	9,637	94,231	131,671	71.57 %
100-4100-40-512600	UNEMPLOYMENT TAX	-	4,048	13,167	30.75 %
100-4100-40-512700	WORKERS' COMPENSATION	689	39,740	5,227	760.29 %
Salaries & Benefits		271,529	2,930,379	3,743,272	78.28 %
100-4100-40-521200	PROFESSIONAL SERVICES	-	-	36,000	- %
100-4100-40-521300	TECHNICAL SERVICES	-	140,574	195,200	72.02 %
100-4100-40-522230	REP & MAINT-VEHICLES	324	9,964	15,000	66.42 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	749	12,889	15,000	85.93 %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	-	19,000	- %
100-4100-40-522270	SIDEWALK MAINTENANCE	-	-	25,000	- %
100-4100-40-522280	FIBER MAINTENANCE	1,500	13,958	30,000	46.53 %
100-4100-40-523200	COMMUNICATIONS	2,580	26,714	37,000	72.20 %
100-4100-40-523500	TRAVEL	-	-	7,500	- %
100-4100-40-523600	DUES & FEES	-	4,086	7,000	58.37 %
100-4100-40-523700	EDUCATION/TRAINING	149	5,123	20,000	25.61 %
100-4100-40-523900	CONTRACTUAL SERVICES	300,218	3,141,438	4,673,000	67.23 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	1,153	14,206	30,000	47.35 %
100-4100-40-531235	STREET LIGHTS	119,690	1,064,122	1,475,000	72.14 %
100-4100-40-531270	GASOLINE	1,869	13,801	20,000	69.00 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	206	13,904	20,000	69.52 %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	807	5,000	16.15 %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	15,478	130,917	160,000	81.82 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	1,088	8,079	30,000	26.93 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	19,720	154,699	180,000	85.94 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	-	9,000	35,000	25.71 %
100-4100-40-531750	UNIFORMS	191	2,520	5,000	50.40 %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	-	96,816	175,000	55.32 %
100-4100-40-579000	CONTINGENCIES	-	-	61,000	- %
Operations & Capital		464,915	4,863,617	7,275,700	66.85 %
TOTAL PUBLIC WORKS		736,444	7,793,996	11,018,972	70.73 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	9,293	83,666	103,900	80.53 %
100-4900-10-511110	BONUSES	-	5,500	-	- %
100-4900-10-512101	HEALTH INSURANCE	1,380	5,926	7,900	75.01 %
100-4900-10-512102	DISABILITY INSURANCE	47	246	500	49.24 %
100-4900-10-512103	DENTAL INSURANCE	57	280	500	56.02 %
100-4900-10-512104	LIFE INSURANCE	107	554	900	61.61 %
100-4900-10-512200	SOCIAL SECURITY	544	5,270	6,400	82.34 %
100-4900-10-512300	MEDICARE	127	1,232	1,500	82.16 %
100-4900-10-512401	401A RETIREMENT	580	7,517	12,500	60.14 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	296	3,076	5,200	59.16 %
100-4900-10-512600	UNEMPLOYMENT TAX	-	197	500	39.31 %
100-4900-10-512700	WORKERS' COMPENSATION	-	150	200	75.08 %
Salaries & Benefits		12,432	113,615	140,000	81.15 %
100-4900-10-521200	PROFESSIONAL SERVICES	7,026	82,695	90,000	91.88 %
100-4900-10-521300	TECHNICAL SERVICES	-	18,937	20,000	94.69 %
100-4900-10-523200	COMMUNICATIONS	40	478	1,000	47.83 %
100-4900-10-523700	EDUCATION/TRAINING	-	-	1,500	- %
100-4900-10-531100	GENERAL SUPPLIES & MATLS	-	-	1,000	- %
100-4900-10-531270	GASOLINE	-	-	3,700	- %
100-4900-10-531750	UNIFORMS	-	-	500	- %
Operations & Capital		7,066	102,111	117,700	86.75 %
TOTAL FLEET MANAGEMENT		19,498	215,726	257,700	83.71 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	63,096	627,919	846,300	74.20 %
100-6110-50-511110	BONUSES	-	26,500	-	- %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	5,687	56,607	150,000	37.74 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	6,739	72,440	120,000	60.37 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	2,250	20,487	82,000	24.98 %
100-6110-50-512101	HEALTH INSURANCE	8,314	81,306	102,000	79.71 %
100-6110-50-512102	DISABILITY INSURANCE	228	2,198	3,400	64.63 %
100-6110-50-512103	DENTAL INSURANCE	381	3,888	5,400	72.01 %
100-6110-50-512104	LIFE INSURANCE	492	4,876	7,200	67.73 %
100-6110-50-512200	SOCIAL SECURITY	4,713	46,426	74,300	62.48 %
100-6110-50-512300	MEDICARE	1,102	11,240	17,400	64.60 %
100-6110-50-512401	401A RETIREMENT	2,973	70,474	101,600	69.36 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	2,905	30,540	42,300	72.20 %
100-6110-50-512600	UNEMPLOYMENT TAX	174	1,900	4,200	45.24 %
100-6110-50-512700	WORKERS' COMPENSATION	-	18,664	15,700	118.88 %
Salaries & Benefits		99,055	1,075,467	1,571,800	68.42 %
100-6110-50-521300	TECHNICAL SERVICES	-	13,440	13,440	100.00 %
100-6110-50-522100	CLEANING SERVICES	-	50,400	68,000	74.12 %
100-6110-50-522220	REP & MAINT-BUILDINGS	4,330	33,985	55,000	61.79 %
100-6110-50-522230	REP & MAINT-VEHICLES	238	2,507	2,500	100.27 %
100-6110-50-522240	REP & MAINT-PARKS	43,431	163,277	260,000	62.80 %
100-6110-50-523200	COMMUNICATIONS	931	10,408	14,000	74.34 %
100-6110-50-523300	ADVERTISING	919	5,194	10,000	51.94 %
100-6110-50-523500	TRAVEL	-	-	1,000	- %
100-6110-50-523600	DUES & FEES	500	2,443	3,000	81.43 %
100-6110-50-523700	EDUCATION/TRAINING	30	404	31,000	1.30 %
100-6110-50-523900	CONTRACTUAL SERVICES	99,846	696,626	1,021,200	68.22 %
100-6110-50-523950	MERCHANT SVCS CHARGES	335	3,668	12,500	29.34 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	159	1,642	6,000	27.37 %
100-6110-50-531102	PROGRAM SUPPLIES	2,340	7,419	25,000	29.68 %
100-6110-50-531210	WATER	2,329	61,080	75,000	81.44 %
100-6110-50-531220	NATURAL GAS	1,865	13,225	13,500	97.96 %
100-6110-50-531230	ELECTRICITY	11,768	108,344	165,000	65.66 %
100-6110-50-531270	GASOLINE	1,189	7,242	15,000	48.28 %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	-	10,313	35,000	29.47 %
100-6110-50-531750	UNIFORMS	590	1,415	3,000	47.17 %
100-6110-50-541200	SITE IMPROVEMENTS	-	5,321	20,000	26.61 %
100-6110-50-579000	CONTINGENCIES	-	-	20,000	- %
Operations & Capital		170,799	1,198,353	1,869,140	64.11 %
TOTAL PARKS & RECREATION		269,854	2,273,820	3,440,940	66.08 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	172,029	1,725,721	2,237,200	77.14 %
100-7450-60-511110	BONUSES	-	79,500	-	- %
100-7450-60-512101	HEALTH INSURANCE	27,758	286,488	372,600	76.89 %
100-7450-60-512102	DISABILITY INSURANCE	624	6,245	9,500	65.73 %
100-7450-60-512103	DENTAL INSURANCE	1,072	11,021	14,900	73.96 %
100-7450-60-512104	LIFE INSURANCE	1,343	13,445	20,300	66.23 %
100-7450-60-512200	SOCIAL SECURITY	10,215	107,732	138,700	77.67 %
100-7450-60-512300	MEDICARE	2,389	25,195	32,400	77.76 %
100-7450-60-512401	401A RETIREMENT	6,564	188,377	268,500	70.16 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	7,706	80,723	111,900	72.14 %
100-7450-60-512600	UNEMPLOYMENT TAX	70	3,843	11,200	34.31 %
100-7450-60-512700	WORKERS' COMPENSATION	39	32,117	4,500	713.70 %
Salaries & Benefits		229,808	2,560,407	3,221,700	79.47 %
100-7450-60-521300	TECHNICAL SERVICES	33	6,735	49,000	13.75 %
100-7450-60-522230	REP & MAINT-VEHICLES	737	15,354	15,000	102.36 %
100-7450-60-523200	COMMUNICATIONS	2,288	23,943	25,000	95.77 %
100-7450-60-523300	ADVERTISING	2,760	11,739	15,000	78.26 %
100-7450-60-523500	TRAVEL	-	4,902	13,000	37.71 %
100-7450-60-523600	DUES & FEES	387	5,207	10,000	52.07 %
100-7450-60-523700	EDUCATION/TRAINING	600	9,425	18,000	52.36 %
100-7450-60-523900	CONTRACTUAL SERVICES	5,360	47,930	125,000	38.34 %
100-7450-60-523950	MERCHANT SVCS CHARGES	6	54	1,000	5.40 %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	163	3,927	20,000	19.64 %
100-7450-60-531270	GASOLINE	2,087	12,888	23,000	56.04 %
100-7450-60-531300	HOSPITALITY	-	91	10,000	0.91 %
100-7450-60-531750	UNIFORMS	-	1,108	10,000	11.08 %
Operations & Capital		14,421	143,304	334,000	42.91 %
TOTAL COMMUNITY DEVELOPMENT		244,229	2,703,711	3,555,700	76.04 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ECONOMIC DEVELOPMENT EXPENDITURES					
100-7520-60-511100	SALARIES	4,266	96,063	147,100	65.30 %
100-7520-60-511110	BONUSES	-	1,500	-	- %
100-7520-60-512101	HEALTH INSURANCE	1,180	22,472	37,000	60.74 %
100-7520-60-512102	DISABILITY INSURANCE	16	345	700	49.25 %
100-7520-60-512103	DENTAL INSURANCE	72	1,318	2,200	59.90 %
100-7520-60-512104	LIFE INSURANCE	36	775	1,400	55.36 %
100-7520-60-512200	SOCIAL SECURITY	223	5,623	9,100	61.79 %
100-7520-60-512300	MEDICARE	52	1,315	2,100	62.62 %
100-7520-60-512401	401A RETIREMENT	(308)	10,370	17,600	58.92 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	213	4,774	7,400	64.51 %
100-7520-60-512600	UNEMPLOYMENT TAX	-	243	800	30.43 %
100-7520-60-512700	WORKERS' COMPENSATION	-	877	300	292.50 %
Salaries & Benefits		5,750	145,676	225,700	64.54 %
100-7520-60-521205	PROF SVCS-OTHER	10,505	87,430	92,000	95.03 %
100-7520-60-523200	COMMUNICATIONS	-	530	1,000	53.02 %
100-7520-60-523300	ADVERTISING	3,000	8,113	18,700	43.39 %
100-7520-60-523500	TRAVEL	-	-	670	- %
100-7520-60-523600	DUES & FEES	1,646	11,164	15,100	73.93 %
100-7520-60-523700	EDUCATION/TRAINING	275	1,656	2,830	58.53 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	125	252	500	50.37 %
100-7520-60-531300	HOSPITALITY	-	70	3,000	2.35 %
Operations & Capital		15,551	109,216	133,800	81.63 %
TOTAL ECONOMIC DEVELOPMENT		21,301	254,892	359,500	70.90 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	17,055	169,217	203,700	83.07 %
100-9000-90-582300	NOTE INTEREST EXPENSE	2,556	26,890	31,700	84.83 %
100-9000-90-611110	TRANSFER OUT TO PAC	403,685	1,614,740	1,614,740	100.00 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	845,708	4,393,083	6,084,500	72.20 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	11,190,000	20,948,700	53.42 %
100-9000-90-611561	XFER OUT TO STORMWATER	102,083	1,020,833	1,225,000	83.33 %
Operations & Capital		1,371,087	18,414,765	30,108,340	61.16 %
	TOTAL TRANSFERS	1,371,087	18,414,765	30,108,340	61.16 %
	TOTAL EXPENDITURES	\$7,379,129	\$76,651,641	\$108,500,948	70.65 %
GENERAL FUND - 100		(\$1,545,276)	\$36,089,755	\$-	- %

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	-	(7,936)	75,000	(10.58%)
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	7,764	24,302	125,000	19.44 %
	TOTAL FINES & FORFEITURES	7,764	16,366	200,000	8.18 %
	TOTAL REVENUES	\$7,764	\$16,366	\$200,000	8.18 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	-	11,475	-	- %
210-3210-30-523700	EDUCATION/TRAINING	-	12,500	-	- %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	14,110	171,216	200,000	85.61 %
210-3210-30-542200	MOTOR VEHICLES	-	75,034	-	- %
	TOTAL POLICE	14,110	270,225	200,000	135.11 %
	TOTAL EXPENDITURES	\$14,110	\$270,225	\$200,000	135.11 %
CONFISCATED ASSET FUND - 210		(\$6,346)	(\$253,859)	\$-	- %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
215-0000-30-342500	ALL REVENUE	270,656	2,287,924	3,000,000	76.26 %
	TOTAL CHARGES & FEES	270,656	2,287,924	3,000,000	76.26 %
	TOTAL REVENUES	\$270,656	\$2,287,924	\$3,000,000	76.26 %
EMERGENCY MANAGEMENT EXPENDITURES					
215-3810-30-572000	PAYMENTS TO OTHER AGENCIES	270,656	2,287,924	3,000,000	76.26 %
	TOTAL EMERGENCY MANAGEMENT	270,656	2,287,924	3,000,000	76.26 %
	TOTAL EXPENDITURES	\$270,656	\$2,287,924	\$3,000,000	76.26 %
E911 FUND - 215		\$-	\$-	\$-	- %

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	31,917	186,633	150,000	124.42 %
	TOTAL CHARGES & FEES	31,917	186,633	150,000	124.42 %
220-0000-50-399999	USE OF FUND BALANCE	-	-	359,000	- %
	TOTAL OTHER FINANCING SOURCES	-	-	359,000	- %
	TOTAL REVENUES	\$31,917	\$186,633	\$509,000	36.67 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-523900	CONTRACTUAL SERVICES	-	80,994	234,000	34.61 %
220-6240-00-541200	SITE IMPROVEMENTS	20,625	66,616	275,000	24.22 %
	TOTAL TREE FUND EXPENSE	20,625	147,610	509,000	29.00 %
	TOTAL EXPENDITURES	\$20,625	\$147,610	\$509,000	29.00 %
TREE FUND - 220		\$11,292	\$39,023	\$-	- %

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	13,631	240,525	445,000	54.05 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	1,334	40,357	50,000	80.71 %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	5,000	335,317	255,000	131.50 %
	TOTAL CHARGES & FEES	19,966	616,199	750,000	82.16 %
225-0000-60-399999	USE OF FUND BALANCE	-	-	704,832	- %
	TOTAL OTHER FINANCING SOURCES	-	-	704,832	- %
	TOTAL REVENUES	\$19,966	\$616,199	\$1,454,832	42.36 %
TRANSFERS EXPENDITURES					
225-0000-90-611351 PARKS	TRANSFER TO CAPITAL PROJECTS	-	-	698,652	- %
225-0000-90-611351 PUBSA	TRANSFER TO CAPITAL PROJECTS	-	-	50,000	- %
225-0000-90-611351 TRANS	TRANSFER TO CAPITAL PROJECTS	-	-	706,180	- %
	TOTAL TRANSFERS	-	-	1,454,832	- %
	TOTAL EXPENDITURES	\$-	\$-	\$1,454,832	- %
IMPACT FEE FUND - 225		\$19,966	\$616,199	\$-	- %

**CDBG FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	97	3,700	-	- %
	TOTAL INVESTMENT INCOME	97	3,700	-	- %
245-0000-60-331100 CARES	FEDERAL MATCHING GRANTS	-	357,609	384,260	93.06 %
245-0000-60-331100 CDB19	FEDERAL MATCHING GRANTS	-	458,798	610,686	75.13 %
245-0000-60-331100 CDB20	FEDERAL MATCHING GRANTS	-	-	653,208	- %
	TOTAL OTHER REVENUES	-	816,407	1,648,154	49.53 %
	TOTAL REVENUES	\$97	\$820,107	\$1,648,154	49.76 %
CDBG-CARES EXPENDITURES					
245-5500-60-521240 ACT20	PROF SVCS-NON-PROFITS	-	694,812	319,260	217.63 %
245-5500-60-521240 ACT21	PROF SVCS-NON-PROFITS	-	54,061	40,000	135.15 %
245-5500-60-521240 ACT22	PROF SVCS-NON-PROFITS	-	15,473	25,000	61.89 %
	TOTAL CDBG-CARES	-	764,346	384,260	198.91 %
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400 AC181	INFRASTRUCTURE	731	781,845	1,221,469	64.01 %
245-7450-60-541400 AC182	INFRASTRUCTURE	30	17,944	2,180,000	0.82 %
	TOTAL COMMUNITY DEVELOPMENT BLO	761	799,790	3,401,469	23.51 %
CDBG FUND DEBT SERVICE EXPENDITURES					
245-8000-00-581300 ACT19	NOTE PRINCIPAL	-	-	653,208	- %
245-8000-00-582300 ACT19	NOTE INTEREST EXPENSE	-	81,217	81,217	100.00 %
	TOTAL CDBG FUND DEBT SERVICE	-	81,217	734,425	11.06 %
	TOTAL EXPENDITURES	\$761	\$1,645,353	\$4,520,154	36.40 %
CDBG FUND - 245		(\$664)	(\$825,245)	(\$2,872,000)	28.73 %

**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	239,129	1,646,109	2,550,800	64.53 %
	TOTAL TAXES	239,129	1,646,109	2,550,800	64.53 %
	TOTAL REVENUES	\$239,129	\$1,646,109	\$2,550,800	64.53 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	68,295	470,198	728,600	64.53 %
275-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	-	1,002,400	- %
275-9000-90-611555	TRANSFER OUT TO ARTS CENTER	93,978	647,016	-	- %
275-9000-90-611850	TRANSFER TO HOSPITALITY	76,856	529,138	819,800	64.54 %
	TOTAL TRANSFERS	239,129	1,646,352	2,550,800	64.54 %
	TOTAL EXPENDITURES	\$239,129	\$1,646,352	\$2,550,800	64.54 %
HOTEL/MOTEL TAX FUND - 275		\$-	(\$243)	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	7,886	65,159	60,000	108.60 %
	TOTAL TAXES	7,886	65,159	60,000	108.60 %
	TOTAL REVENUES	\$7,886	\$65,159	\$60,000	108.60 %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	7,886	65,159	60,000	108.60 %
	TOTAL RMVET EXPENDITURES	7,886	65,159	60,000	108.60 %
	TOTAL EXPENDITURES	\$7,886	\$65,159	\$60,000	108.60 %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	APRIL MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
CAPITAL CONTINGENCY	C9999	-	-	-	5,589,175	5,589,175
		\$-	\$-	\$-	\$5,589,175	\$5,589,175
FACILITIES						
HERITAGE BLUESTONE BLDG	F0002	-	230,956	2,187,608	2,189,874	2,265
FIRE STATION	F0004	(3,628)	-	1,593,416	1,253,957	(339,459)
TROWBRIDGE FACILITY	F0005	-	256,887	2,160,961	2,260,000	99,039
BACK-UP E911 CALL CENTER	F0007	-	8,181	210,456	350,000	139,544
CULTURAL CENTER	F0008	-	21,052	21,052	2,500,000	2,478,948
PUBLIC SAFETY BUILDING	F0009	-	14,813	59,250	100,000	40,750
WAYFINDING SIGNAGE	F2101	-	-	-	1,500,000	1,500,000
CISTERN IMPROVEMENTS	F2102	-	-	255,528	305,000	49,472
		(\$3,628)	\$531,889	\$6,488,272	\$10,458,831	\$3,970,559
CITY CENTER						
LAND ACQUISITION & DEMOLITION	CC001	9,155	58,364	34,086,321	35,240,213	1,153,892
UTILITIES RELOCATION	CC006	-	-	40,000	2,770,000	2,730,000
SANDY SPRINGS CIRCLE PHASE 2	CC010	162,708	923,748	6,245,648	8,087,570	1,841,922
FURNITURE FIXTURES & EQUIPMENT	CC011	-	-	7,770,465	7,834,555	64,090
		\$171,863	\$982,111	\$48,142,434	\$53,932,338	\$5,789,904
PARKS						
SS TENNIS CENTER	P0006	-	8,558	791,774	787,679	(4,095)
HAMMOND PARK IMPROVEMENTS	P0007	965	142,386	4,204,902	4,208,981	4,079
MORGAN FALLS OVERLOOK PARK	P0009	-	-	4,163,119	4,365,033	201,914
MORGAN FALLS ATHLETIC FIELDS	P0010	-	201,787	5,575,239	5,584,130	8,891
ALLEN ROAD PARK	P0013	-	69,752	441,447	440,415	(1,032)
CROOKED CREEK PARK	P0020	-	79,878	421,213	448,607	27,394
ISON SPRINGS ELEMENTARY (IGA)	P0025	-	168,949	206,917	250,000	43,083
CITY TRAIL CONSTRUCTION	P0028	50,485	86,085	277,750	750,000	472,250
RIVERSHORE FLOODPLAIN	P0029	1,500	3,875	19,900	125,000	105,100
TRIANGLE PARK	P0030	8,232	35,719	64,989	55,000	(9,989)
PARKLAND ACQUISITION	P0031	-	22,290	2,042,954	2,100,000	57,046
		\$61,181	\$819,279	\$18,210,204	\$19,114,845	\$904,641
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	-	720	722,572	8,406,826	7,684,254
CHATTAHOOCHEE RIVER BRIDGE	T0035	1,313	22,526	124,923	760,000	635,077
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	-	169,534	1,648,993	1,937,354	288,361
CARPENTER DR REALIGNMENT	T0046	-	19,882	3,385,326	3,436,199	50,872
HAMMOND PD GLENRIDGE ATMS	T0054	-	59,940	1,699,535	1,721,735	22,201
CITY CENTER TRANSPORTATION NETWORK	T0058	2,094	10,666	3,683,243	3,915,000	231,757
BIKE/PED/TRAIL DESIGN & IMPEM	T0060	13,602	140,082	1,840,447	2,258,919	418,472
CITY SPRINGS STREETSCAPES	T0062	-	229,947	1,556,642	1,589,063	32,421
NORTH END REVITALIZATION	T0063	3,894	327,153	670,252	1,550,000	879,748
PEACHTREE @ TELFORD IMPROVEMENT	T0064	30	117,983	282,270	2,010,937	1,728,667
SIGNAL PREEMPTION EMERG RESPONSE	T0065	-	92,946	778,504	780,000	1,496
SR140 HOLCOMB @ SPALDING ROW	T0066	-	-	-	450,000	450,000
MT VERNON @ DUPREE SIGNAL	T0067	2,058	58,225	73,075	350,000	276,925
TRANSPORTATION MASTER PLAN	T0068	-	200,575	350,000	350,000	-
PEACHTREE-DUNWOODY@WINDSOR	T0069	774	7,583	158,958	1,200,000	1,041,042
ACCESS MANAGEMENT PLAN	T0070	1,080	1,080	1,080	100,000	98,920
NORTH END ROSWELL ROAD BOULEVARD	T0071	540	540	540	200,000	199,460
		\$25,385	\$1,459,380	\$16,976,362	\$31,016,032	\$14,039,670

PROJECT DESCRIPTION	PROJ #	APRIL MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
TRANSPORTATION						
WATER RELIABILITY PROGRAM	T2000	1,966	38,634	795,954	1,000,000	204,046
SR400 ENHANCEMENTS	T2001	-	-	-	5,900,940	5,900,940
PAVEMENT MANAGEMENT PROGRAM	T3000	10,859	4,185,019	52,385,937	53,531,583	1,145,646
CITY BEAUTIFICATION PROGRAM	T4000	6,518	29,398	294,744	402,572	107,829
SIDEWALK PROGRAM	T6000	300	10,278	10,164,226	10,630,500	466,274
INTERSECTIONS & OPERATIONAL	T7000	11,145	242,009	6,044,129	6,391,048	346,919
GUARDRAIL REPLACEMENT PROGRAM	T7500	-	10,005	437,421	734,150	296,729
UNDERGROUND UTILITY PROGRAM	T8000	-	-	76,684	500,000	423,316
LAKE FORREST DAM MAINTENANCE	T9000	150	22,323	1,448,737	3,554,882	2,106,145
BRIDGE & DAM MAINTENANCE	T9100	150	99,120	132,150	450,000	317,850
TRAFFIC MANAGEMENT PROGRAM	T9500	41,183	492,924	5,986,212	6,536,507	550,295
TRAFFIC CALMING	T9600	-	49,425	305,906	354,823	48,917
		\$72,270	\$5,179,136	\$78,072,098	\$89,987,004	\$11,914,906
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	-	11,535	149,913	222,500	72,587
INDOOR ART PROGRAM	A0002	-	-	5,000	100,000	95,000
		\$-	\$11,535	\$154,913	\$322,500	\$167,587
CAPITAL PROJECTS FUND - 351		\$327,071	\$8,983,330	\$168,044,283	\$210,420,725	\$42,376,442

PROJECT DESCRIPTION	PROJ #	APRIL MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		1,690,285	14,709,545	73,233,638	89,465,012	16,231,374
FEDERAL MATCHING GRANTS	TS131	-	-	-	3,050,000	3,050,000
INTEREST REVENUE		-	-	247,459	-	(247,459)
		\$1,690,285	\$14,709,545	\$73,481,097	\$92,515,012	\$19,033,916
TRANSPORTATION						
TEI-Spalding@Dalrymple/Trowbridge	TS103	179,028	1,210,780	2,476,571	2,580,000	103,429
TEI-Roswell@GrogansFerry	TS105	2,546	209,884	4,543,686	4,700,000	156,314
TEI-Riverview@Northside	TS106	174,929	491,835	863,204	2,950,000	2,086,796
TEI-SCOOT Upgrade	TS107	78,038	625,520	1,438,268	1,450,000	11,732
TEI-Roswell@Dalrymple	TS108	-	53,102	222,688	1,840,000	1,617,312
TEI-MountParan@PowersFerry	TS110	-	3,161	354,329	400,000	45,671
TEI-Spalding@Pitts	TS111	8,628	9,603	270,219	2,718,179	2,447,960
TEI-MountVernon@LongIsland	TS115	-	-	91,937	91,937	-
LMC-PeachtreeDun Bike/Ped Trail	TS131	-	-	-	6,100,000	6,100,000
LMC-Central Parkway Sidewalk	TS136	-	-	15,899	15,899	-
LMC-JohnsonFerry:Glenridge/WellsFar	TS137	-	5,158	472,581	527,699	55,118
SWP-JohnsonFerry:Harleston/Glenridg	TS161	-	-	415,275	416,417	1,142
SWP-Windsor:PeachtreeDun/CityLimit	TS164	4,196	565,611	1,170,549	1,213,603	43,054
SWP-Northwood:Kingsport/Roswell	TS165	-	-	268,968	265,240	(3,728)
SWP-Spalding:SpaldingLake/Publix	TS166	-	1,214	776,288	1,763,352	987,064
SWP-BrandonMill:MarshCr/LostForest	TS167	3,139	128,246	1,364,550	1,550,728	186,178
SWP-Dalrymple:Princeton/Duncourtney	TS168	4,078	28,755	128,542	659,155	530,613
SWP-DunwoodyClub:Spalding/Fenimore	TS169	495	144,876	281,109	1,165,000	883,891
SWP-InterstateN:CityLimit/Northside	TS170	602	608,838	872,847	3,050,000	2,177,153
SWP-Roberts:Northridge/DavisAcademy	TS171	23,972	136,747	480,619	530,304	49,685
SWP-BrandonMill:LostForest/BrandonR	TS172	3,546	43,211	191,281	1,465,000	1,273,719
JohnsonFerry/MountVernon Efficiency	TS191	4,869	174,251	1,938,087	25,300,000	23,361,913
MountVernon Multiuse Path	TS192	11,433	93,229	1,066,764	10,414,500	9,347,736
Hammond Phase 1 (ROW/Design)	TS193	1,321	121,629	11,044,273	12,498,000	1,453,727
T-SPLOST ADMIN COSTS	TS999	51,233	541,108	3,757,790	8,850,000	5,092,210
		\$552,052	\$5,196,758	\$34,506,324	\$92,515,012	\$58,008,688
T-SPLOST PROJECTS FUND - 335		\$1,138,234	\$9,512,787	\$38,974,773	\$-	(\$38,974,773)

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	12	750,120	750,000	100.02 %
360-0000-10-362000	REALIZED GAIN/LOSS	-	(24,684)	-	- %
360-0000-10-389000	MISCELLANEOUS REVENUE	-	323,369	323,369	100.00 %
360-0000-10-391100	TRANSFER IN FROM GENERAL FUND	-	37,330,600	37,330,600	100.00 %
360-0000-10-391351	TRANSFER IN FROM CAPITAL PROJ	-	21,298,031	21,298,031	100.00 %
360-0000-10-391356	TRANSFER IN FROM IMPACT FEES	-	300,000	300,000	100.00 %
360-0000-10-392100	SALE OF ASSETS	-	9,283,250	9,000,000	103.15 %
360-0000-10-393100	REVENUE BOND PROCEEDS	-	386,340,000	386,340,000	100.00 %
360-0000-10-393400	PREMIUM ON BOND ISSUED	-	5,509,473	5,509,473	100.00 %
TOTAL PUBLIC FACILITIES AUTH REVENU		12	461,110,159	460,851,473	100.06 %
360-9000-90-381100	CONTINGENT PAYMENT	-	1,519,120	-	- %
360-9000-90-391100	TRANSFER IN FROM GENERAL FUND	-	35,353,154	45,111,804	78.37 %
360-9000-90-393100	REVENUE BOND PROCEEDS	-	8,299,542	8,299,542	100.00 %
TOTAL PFA OTHER FINANCING USES		-	45,171,816	53,411,346	84.57 %
TOTAL REVENUES		\$12	\$506,281,975	\$514,262,819	98.45 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	1,200	11,099,229	43,000,000	25.81 %
TOTAL PUBLIC FACILITIES - PUB SAF		1,200	11,099,229	43,000,000	25.81 %
PUBLIC FACILITIES - FIRE EXPENDITURES					
360-3510-00-541300 PF003	BUILDINGS	7,790	254,967	10,000,000	2.55 %
360-3510-00-541300 PF004	BUILDINGS	1,750	476,323	5,000,000	9.53 %
TOTAL PUBLIC FACILITIES - FIRE		9,540	731,290	15,000,000	4.88 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	-	19,296,211	19,323,125	99.86 %
360-6220-00-541400	INFRASTRUCTURE	-	195,015,514	196,882,073	99.05 %
360-6220-00-541405	INFRASTRUCTURE - OTHER	-	648,025	775,000	83.62 %
360-6220-00-541410	INFRASTRUCTURE - SPECIAL	10,783	10,683,500	10,945,260	97.61 %
360-6220-00-579000	CONTINGENCIES	-	-	1,286,542	- %
TOTAL PUBLIC FACILITIES AUTH CONSTR		10,783	225,643,250	229,212,000	98.44 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	4,995,000	15,305,000	13,150,000	116.39 %
360-8000-00-582100	INTEREST EXPENSE	3,077,399	35,966,084	36,348,010	98.95 %
360-8000-00-584000	COSTS OF ISSUANCE	-	2,095,289	2,095,290	100.00 %
360-8000-00-584001	BOND DISCOUNT	-	1,317,628	1,317,628	100.00 %
360-8000-00-584100	REFUNDING ESCROW	-	162,949,891	162,949,891	100.00 %
TOTAL PUBLIC FACILITIES AUTH DEBT		8,072,399	217,633,893	215,860,819	100.82 %
PFA OTHER FINANCING USES EXPENDITURES					
360-9000-90-611100	TRANSFER TO GENERAL FUND	-	11,190,000	11,190,000	100.00 %
TOTAL PFA OTHER FINANCING USES		-	11,190,000	11,190,000	100.00 %
TOTAL EXPENDITURES		\$8,093,921	\$466,297,661	\$514,262,819	90.67 %
PUBLIC FACILITIES AUTHORITY - 360		(\$8,093,909)	\$39,984,314	\$-	- %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
555-0000-51-347600	MEMBERSHIPS	-	-	100,000	- %
555-0000-56-347900	TICKET REVENUE	14,027	14,027	1,456,800	0.96 %
555-0000-56-347905	FACILITY/TICKET-HANDLING FEES	6,662	11,662	360,000	3.24 %
555-0000-56-347910	FACILITY RENTALS	6,512	45,898	770,000	5.96 %
555-0000-55-347920	F&B REVENUE	-	4,697	547,100	0.86 %
	TOTAL CHARGES & FEES	27,201	76,284	3,233,900	2.36 %
555-0000-56-389000	MISCELLANEOUS REVENUE	214	3,074	263,000	1.17 %
555-0000-56-389900	OTHER CHGS FOR SERVICES	2,196	18,206	70,600	25.79 %
	TOTAL MISCELLANEOUS	2,410	21,280	333,600	6.38 %
555-0000-90-391100	TRANSFER IN FROM GENERAL FUND	403,685	1,614,740	1,614,740	100.00 %
555-0000-50-391275	TRANSFER IN FROM HOTEL MOTEL	93,978	647,016	-	- %
	TOTAL OTHER FINANCING SOURCES	497,663	2,261,756	1,614,740	140.07 %
555-0000-50-336000	PROGRAMMING GRANT	-	-	603,020	- %
	TOTAL OTHER REVENUES	-	-	603,020	- %
	TOTAL REVENUES	\$527,273	\$2,359,320	\$5,785,260	40.78 %
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	104,297	1,006,899	1,553,000	64.84 %
555-6191-51-511110	BONUSES	-	93,474	-	- %
555-6191-51-511200	PT/TEMP EMPLOYEES	-	-	205,300	- %
555-6191-51-512101	HEALTH INSURANCE	14,252	144,857	188,500	76.85 %
555-6191-51-512102	DISABILITY INSURANCE	354	3,512	6,800	51.65 %
555-6191-51-512103	DENTAL INSURANCE	654	6,586	8,800	74.85 %
555-6191-51-512104	LIFE INSURANCE	796	7,891	12,300	64.15 %
555-6191-51-512200	SOCIAL SECURITY	6,231	65,678	110,500	59.44 %
555-6191-51-512300	MEDICARE	1,457	15,360	25,800	59.54 %
555-6191-51-512401	401A RETIREMENT	4,101	117,347	186,400	62.95 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	4,695	48,256	77,700	62.11 %
555-6191-51-512600	UNEMPLOYMENT TAX	31	2,026	8,900	22.76 %
555-6191-51-512700	WORKERS' COMPENSATION	-	1,471	3,600	40.85 %
555-6191-51-521250	PROF SVCS-LEGAL	-	-	20,000	- %
555-6191-51-521300	TECHNICAL SERVICES	20,825	57,297	96,780	59.20 %
555-6191-51-522100	CLEANING SERVICES	-	-	50,000	- %
555-6191-51-523200	COMMUNICATIONS	1,547	18,905	79,160	23.88 %
555-6191-51-523300	ADVERTISING	2,497	8,660	180,000	4.81 %
555-6191-51-523350	PROMOTIONS	-	-	50,000	- %
555-6191-51-523400	PRINTING & BINDING	-	1,873	9,500	19.71 %
555-6191-51-523500	TRAVEL	-	-	9,050	- %
555-6191-51-523600	DUES & FEES	-	9,624	5,500	174.97 %
555-6191-51-523700	EDUCATION/TRAINING	219	1,663	3,900	42.64 %
555-6191-51-523800	LICENSES	-	3,160	6,400	49.38 %
555-6191-51-523900	CONTRACTUAL SERVICES	-	-	11,000	- %
555-6191-51-523950	MERCHANT SVCS CHARGES	354	2,746	24,000	11.44 %
555-6191-51-531100	GENERAL SUPPLIES & MATLS	310	4,463	6,650	67.11 %
555-6191-51-531300	HOSPITALITY	-	-	5,000	- %
555-6191-51-531750	UNIFORMS	131	2,688	4,000	67.19 %
555-6191-51-541200	SITE IMPROVEMENTS	-	-	25,000	- %
555-6191-51-542100	MACHINERY & EQUIPMENT	11,766	70,379	155,000	45.41 %
555-6191-51-542300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-579000	CONTINGENCIES	-	-	40,000	- %
	TOTAL ARTS CENTER - ADMINISTRATION	174,517	1,694,812	3,188,540	53.15 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - THEATRE EXPENDITURES					
555-6192-52-521200	PROFESSIONAL SERVICES	-	-	100,000	- %
555-6192-52-522220	REP & MAINT-BUILDINGS	37,359	60,326	103,000	58.57 %
555-6192-52-522330	OTHER RENTALS	-	-	50,600	- %
555-6192-52-523300	ADVERTISING	-	17	122,000	0.01 %
555-6192-52-523850	ARTIST FEES	-	8,500	780,000	1.09 %
555-6192-52-523900	CONTRACTUAL SERVICES	-	-	127,170	- %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	2,796	6,762	26,500	25.52 %
555-6192-52-531300	HOSPITALITY	-	-	37,800	- %
555-6192-52-531500	COSTS OF GOODS SOLD	4,326	14,905	70,300	21.20 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	40	14,331	72,000	19.90 %
555-6192-52-531700	OTHER SUPPLIES	-	-	4,500	- %
TOTAL ARTS CENTER - THEATRE		44,521	104,841	1,493,870	7.02 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - CONFERENCE CTR EXPENDITURES					
555-6193-53-522220	REP & MAINT-BUILDINGS	-	-	20,000	- %
555-6193-53-523900	CONTRACTUAL SERVICES	-	2,822	38,000	7.43 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	1,226	2,763	51,000	5.42 %
555-6193-53-531500	COSTS OF GOODS SOLD	-	66	80,400	0.08 %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	100	100	35,000	0.29 %
555-6193-53-531700	OTHER SUPPLIES	91	345	8,000	4.31 %
TOTAL ARTS CENTER - CONFERENCE CTR		1,417	6,096	232,400	2.62 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - EDUCATION PROGRM EXPENDITURES					
555-6194-54-521200	PROFESSIONAL SERVICES	-	-	100,000	- %
555-6194-54-523300	ADVERTISING	-	-	45,000	- %
555-6194-54-523700	EDUCATION ASSISTANCE	-	-	40,000	- %
555-6194-54-523850	PROGRAMMING	-	-	28,500	- %
555-6194-54-531300	HOSPITALITY	-	-	5,300	- %
555-6194-54-531700	OTHER SUPPLIES	-	-	600	- %
TOTAL ARTS CENTER - EDUCATION PROG		-	-	219,400	- %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	1,060	29,446	102,200	28.81 %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	-	296	19,600	1.51 %
555-6195-55-531300	HOSPITALITY	-	206	3,800	5.42 %
555-6195-55-531350	SPECIAL EVENTS	65,075	283,146	454,450	62.31 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	2,000	- %
TOTAL ARTS CENTER - SPECIAL EVENTS		66,135	313,094	582,050	53.79 %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - HERITAGE EXPENDITURES					
555-6196-56-521200	PROFESSIONAL SERVICES	3,500	26,880	24,000	112.00 %
555-6196-56-522210	REP & MAINT-EQUIPMENT	-	-	5,000	- %
555-6196-56-523300	ADVERTISING	-	-	20,000	- %
555-6196-56-531100	GENERAL SUPPLIES & MATLS	-	492	10,000	4.92 %
555-6196-56-531600	SMALL TOOLS & EQUIPMENT	-	-	10,000	- %
TOTAL ARTS CENTER - HERITAGE		3,500	27,372	69,000	39.67 %
TOTAL EXPENDITURES		\$290,090	\$2,146,215	\$5,785,260	37.10 %
CREATE SANDY SPRINGS - 555		\$237,183	\$213,105	\$-	- %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	102,083	13,070,833	13,275,000	98.46 %
	TOTAL OTHER FINANCING SOURCES	102,083	13,070,833	13,275,000	98.46 %
	TOTAL REVENUES	\$102,083	\$13,070,833	\$13,275,000	98.46 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	16,065	878,312	1,100,476	79.81 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	1,440	51,411	136,066	37.78 %
561-4250-40-541450	STORMWATER IMPROVEMENT	-	7,415,657	9,087,549	81.60 %
561-4250-40-541450 GREEN	STORMWATER IMPROVEMENT	-	-	285,000	- %
561-4250-40-541450 MABRY	STORMWATER IMPROVEMENT	-	1,556,996	1,556,996	100.00 %
	TOTAL STORMWATER CAPITAL MAINT &	17,505	9,902,376	12,166,088	81.39 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	402	150,335	139,134	108.05 %
561-4320-40-522240	REP & MAINT-OTHER	156	1,095,083	1,182,919	92.57 %
561-4320-40-523900	CONTRACTUAL SERVICES	52	170,152	187,541	90.73 %
561-4320-40-542100	MACHINERY & EQUIPMENT	-	56,697	66,697	85.01 %
	TOTAL STORMWATER OPERATIONS	610	1,472,266	1,576,291	93.40 %
	TOTAL EXPENDITURES	\$18,115	\$11,374,642	\$13,742,379	82.77 %
STORMWATER FUND - 561		\$83,968	\$1,696,191	(\$467,379)	(362.92%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2021**

06/01/2021

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
840-0000-10-389000	MISCELLANEOUS REVENUE	317,287	894,426	600,000	149.07 %
	TOTAL MISCELLANEOUS	317,287	894,426	600,000	149.07 %
	TOTAL REVENUES	\$317,287	\$894,426	\$600,000	149.07 %
DEVELOPMENT AUTHORITY EXPENDITURES					
840-1595-10-521240	PROF SVCS-NON-PROFITS	-	-	50,000	- %
840-1595-10-523100	PROPERTY & LIABILITY INS	-	2,124	2,500	84.96 %
840-1595-10-523500	TRAVEL	-	-	200	- %
840-1595-10-523700	EDUCATION/TRAINING	-	500	500	100.00 %
840-1595-10-573000	PAYMENTS TO OTHERS	-	150,000	-	- %
	TOTAL DEVELOPMENT AUTHORITY	-	152,624	53,200	286.89 %
TRANSFERS EXPENDITURES					
840-9000-90-611100	TRANSFER TO GENERAL FUND	-	58,532	600,000	9.76 %
	TOTAL TRANSFERS	-	58,532	600,000	9.76 %
	TOTAL EXPENDITURES	\$-	\$211,156	\$653,200	32.33 %
DEVELOPMENT AUTHORITY - 840		\$317,287	\$683,269	(\$53,200)	(1,284.34%)