



SANDY SPRINGS

GEORGIA

CITY COUNCIL

Rusty Paul, Mayor

John Paulson – District 1

Melody Kelley – District 2

Melissa Mular – District 3

Jody Reichel – District 4

Tibby DeJulio – District 5

Andy Bauman – District 6

Tuesday, April 19, 2022

Regular Meeting

Following Work Session

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

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

I. Call to Order - Mayor Rusty Paul

II. Roll Call and General Announcements - City Clerk

III. Pledge of Allegiance - Mayor Rusty Paul

IV. Public Comment

V. Approval of Meeting Agenda

VI. Consent Agenda

- A. **2022-95** Meeting Minutes
April 5, 2022 City Council Work Session
April 5, 2022 City Council Meeting
- B. **2022-96** Request for Mayor and City Council Consideration to Accept an Agreement to Purchase Real Estate on an Undeveloped Tract of Land along GA 400 in Land Lot 40 of the 17th District, City of Sandy Springs (Tax ID# 17-0040- LL-073-4)
Associated with the T-0060/PATH 400 Trail Extension Project
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- C. **2022-97** Request for Mayor and City Council Consideration to Accept a Deed for Dedication of Right of Way as part of the Development Regulations Ordinance Requirements Related to Community Development File # LDP21-00065

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

The City will make reasonable accommodations for those persons.
1 Galambos Way, Sandy Springs, Georgia 30328 • 770-730-5600 • SandySpringsGA.gov



SANDY SPRINGS

GEORGIA

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

- D. **2022-98** Request for Mayor and City Council Consideration to Accept a Donation of a Temporary Construction Easement on Property Located at 7300 Roswell Road in Land Lot 32 of the 17th District, City of Sandy Springs (Tax ID# 17-0032- LL-052-8); TS-108 Dalrymple Road at Roswell Road Intersection Improvements Project

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

VII. Presentations

VIII. Public Hearing

IX. New Business

- A. **2022-99** Request for Mayor and City Council Consideration to Approve a Memorandum of Understanding for SWAT Team Assistance by and between the City of Dunwoody, the City of Johns Creek, the City of Sandy Springs, and the City of Brookhaven and to Authorize the Mayor and Police Chief to Execute Same

(Presented by Ken DeSimone, Police Chief)

- B. **2022-100** Request for Mayor and City Council Consideration to Authorize Acceptance of a Permanent Easement and a Temporary Easement on Property Located at 7600 Roswell Road, Lying in Land Lot 76 in the 17th District, Fulton County, City of Sandy Springs, Georgia (Tax ID# 17-0076- LL-017-8); to Authorize Agreements Effectuating Same; and to Authorize the Mayor to Execute the Agreements

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

- C. **2022-101** Request for Mayor and City Council Consideration to Authorize an Indemnification, Maintenance, and Land Use Agreement for Private Improvement with Fulton County on Property Lying in Land Lot 76 in the 17th District, Fulton County, Sandy Springs, Georgia (Tax ID# 17-0076- LL-017-8) and to Authorize the Mayor to Execute Same

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

- D. **2022-102** Request for Mayor and City Council Consideration to Authorize a First Amendment to the Lease Agreement between Georgia Power Company and the City of Sandy Springs for Certain Property Located at Land Lot 84, 17th District, Fulton County, Georgia, and Being More Particularly Described and/or Depicted in the Original Lease and the Amendment and to Authorize the City Manager to Execute Same

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

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- E. **2022-103** Request for Mayor and City Council Consideration to Approve a Governmental Encroachment Agreement for Easement (Encroachment ID E183707) with the Georgia Power Company over Property Lying in Land Lot 84 in the 17th District, Fulton County, Sandy Springs, Georgia, and to Authorize the City Manager to Execute Same
(Presented by Michael Perry, Director of Recreation and Parks)
- F. **2022-104** Request for Mayor and City Council Consideration to Approve a Contract Award to Blount Construction, Inc. to Construct 6850 Castleton Drive Drainage Improvement Project and to Authorize the City Manager to Execute a Contract
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- G. **2022-105** Request for Mayor and City Council Consideration to Approve a Contract Award to Gracie Gray Contractors, Inc. for Guardrail Replacement and Maintenance Services and to Authorize the City Manager to Execute a Contract
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- H. **2022-106** Request for Mayor and City Council Consideration to Accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 7805 Stratford Lane in Land Lot 384 of the 6th District, City of Sandy Springs (Tax ID# 06-0384-0001-212-3); TS-111 Pitts Road at Spalding Drive Intersection Improvements Project
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- I. **2022-107** Request for Mayor and City Council Consideration to Approve a Contract Award to Garrett Consulting, Inc. to Perform Phase II of the Veteran's Park Project; Authorizing the City Manager and the City Attorney to Negotiate a Contract for Phase II; and to Authorize the City Manager to Execute the Contract
(Presented by Dave Wells, Deputy City Manager)

X. Reports

- A. **2022-108** Mayor and Council Report
- B. **2022-109** Staff Reports
 - 1. February 2022 Unaudited Financials
(Presented by Toni Carlisle, Interim Finance Director)

XI. Executive Session – Real Estate

XII. Adjournment

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: April 7, 2022 Submission for the April 19, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Accept an Agreement to Purchase Real Estate on an Undeveloped Tract of Land along GA 400 in Land Lot 40 of the 17th District, City of Sandy Springs (Tax ID# 17-0040- LL-073-4) Associated with the T-0060/PATH 400 Trail Extension Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate ("Agreement") on that tract of land lying and located in Land Lot 40 of the 17th District, Fulton County, Georgia. The property owner is Patricia Davidson Jackson, ("Owner") and is an undeveloped tract of land along GA 400 in Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 8,126.00 square feet of Fee Simple Right of Way on the subject property is necessary in order to construct the T-0060 /PATH 400 Trail Extension Project ("Project").

Discussion:

The City's Appraised Fair Market Value offer was \$8,200.00 and the Owner has elected to accept the City's offer.

Financial Impact:

Sufficient funds are available in Project T-0060 PATH 400 Trail Extension Project for this acquisition. This Project contains FHWA and GDOT funding and the City has entered into a contract with GDOT to be reimbursed for Right of Way Acquisition costs for the Project. The maximum amount of reimbursement is \$688,000.00 and this Agreement in the amount of \$8,200.00 is the first parcel acquired. Therefore, the full amount is eligible for 100% reimbursement.

Alternatives:

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

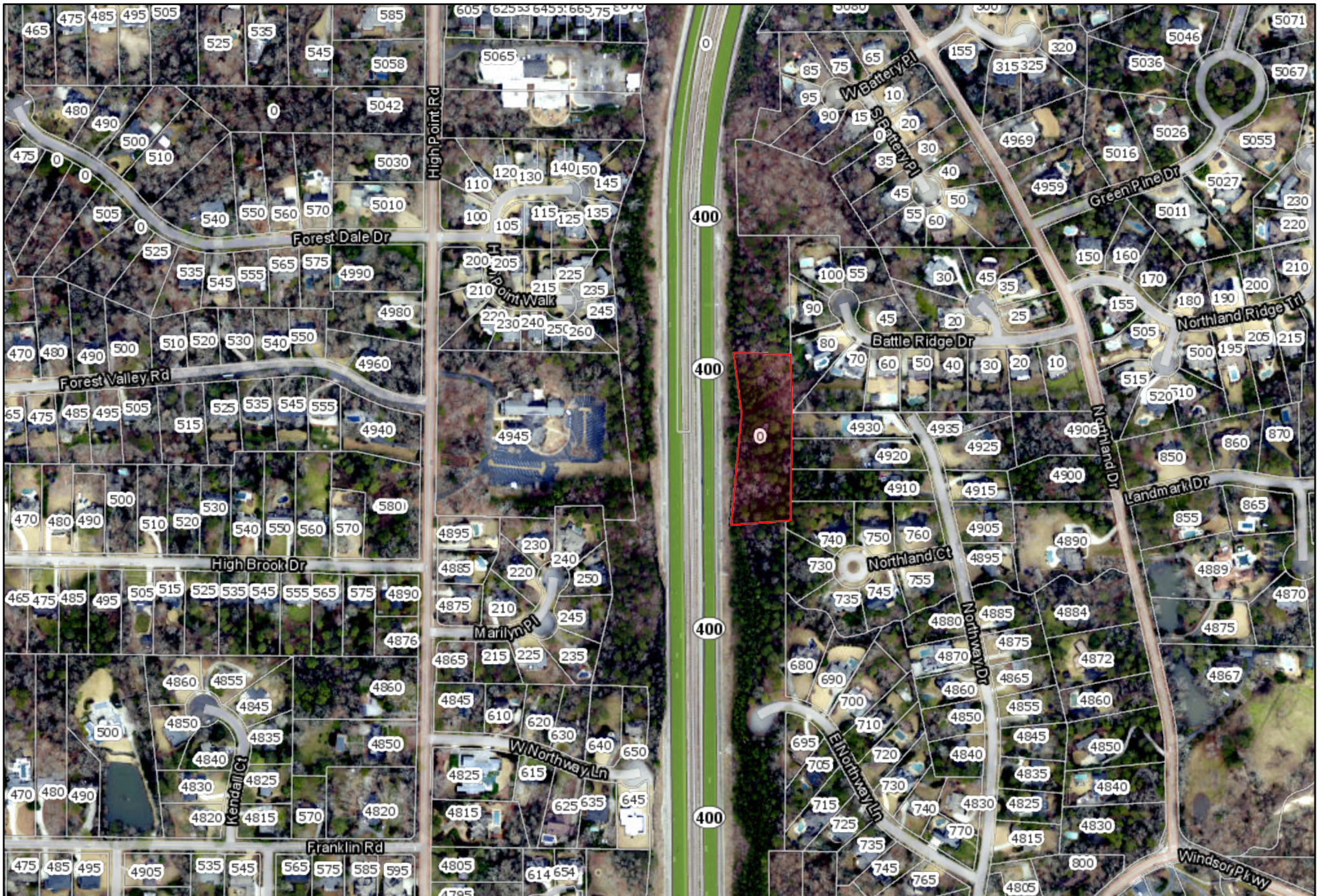
Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Kathy Williams, Staff Attorney
Toni Carlisle, Interim Finance Director
Dave Wells, Deputy City Manager
Eden Freeman, City Manager

Created/Initiated - 4/7/2022
Approved - 4/7/2022
Approved - 4/7/2022
Approved - 4/13/2022
Approved - 4/13/2022
Final Approval - 4/15/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement to Purchase RE. Patricia Jackson
4. Resolution Agreement to Purchase RE (17-0040- LL-073-4)



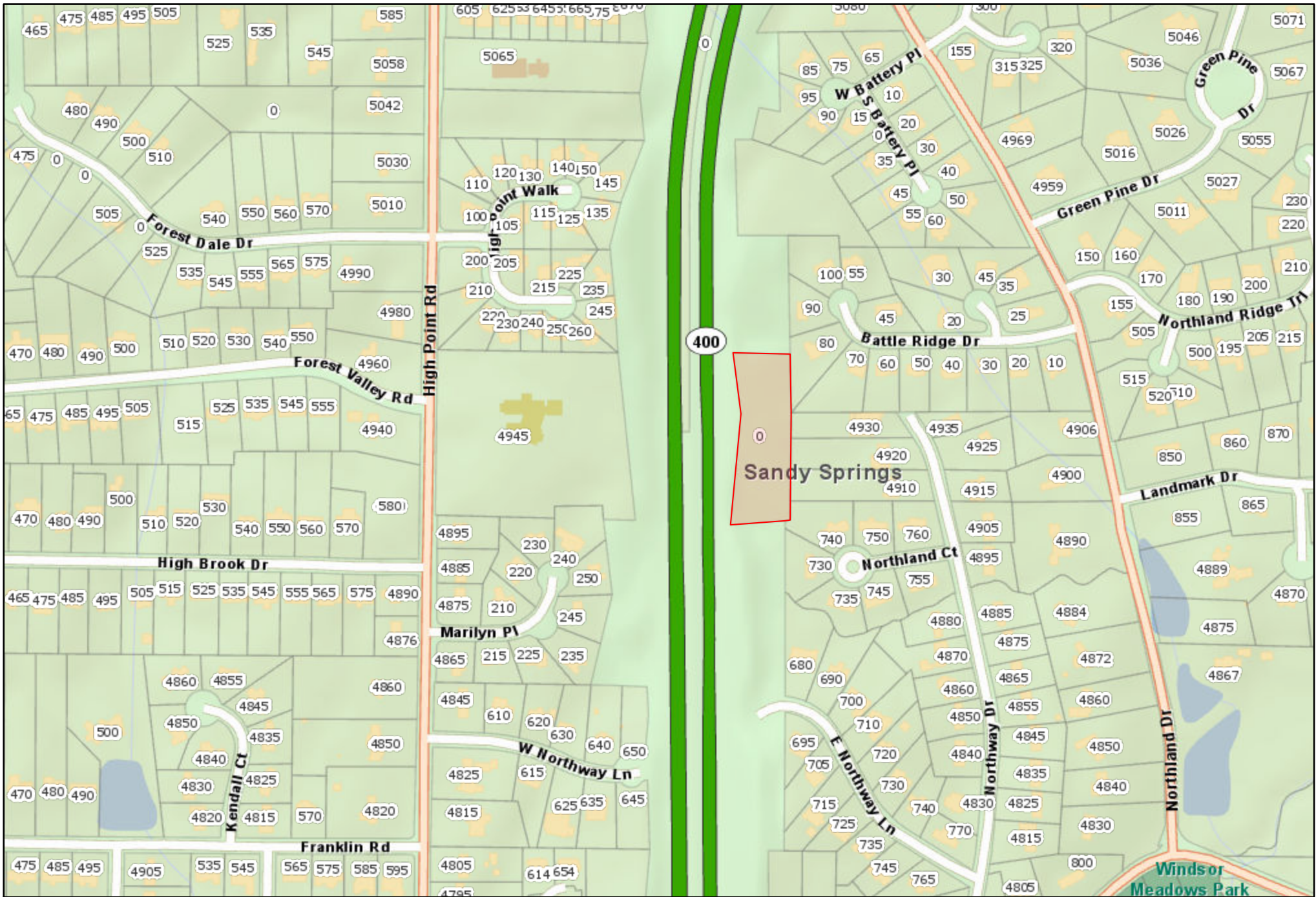
Agreement to Purchase RE. Patricia Jackson

Date: 3/14/2022
Map Size: 8.5x11 (LETTER)



Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations 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.





Agreement to Purchase RE. Patricia Jackson

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FULTON COUNTY

AGREEMENT TO PURCHASE REAL ESTATE

Patricia Davidson Jackson
3584 Grovegate Lane
Atlanta, GA 30339

RE: Project No.: PI# 15023 / COSS Project # T-0060
Project Name: PATH 400 Trail Extension
Parcel No.: 1 / Patricia Davidson Jackson
Tax ID#: 17-0040- LL-073-4

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the Georgia Department of Transportation an option to acquire the following described real estate:

Fee Simple Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot **40** of the **17th** District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of **\$8,200.00**, the undersigned agrees to execute and deliver to the Georgia Department of Transportation, fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and "B".

* * * * *

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

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

<u>8,126.00</u>	Square Feet of Fee Simple Right of Way
N/A	Square Feet of Permanent Construction and Maintenance Easement
N/A	Temporary Driveway Easement(s)

- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "C", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 7 day of March, 2022.

Signed, Sealed and Delivered in
the presence of:

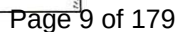
Yvonne Bennett
Witness

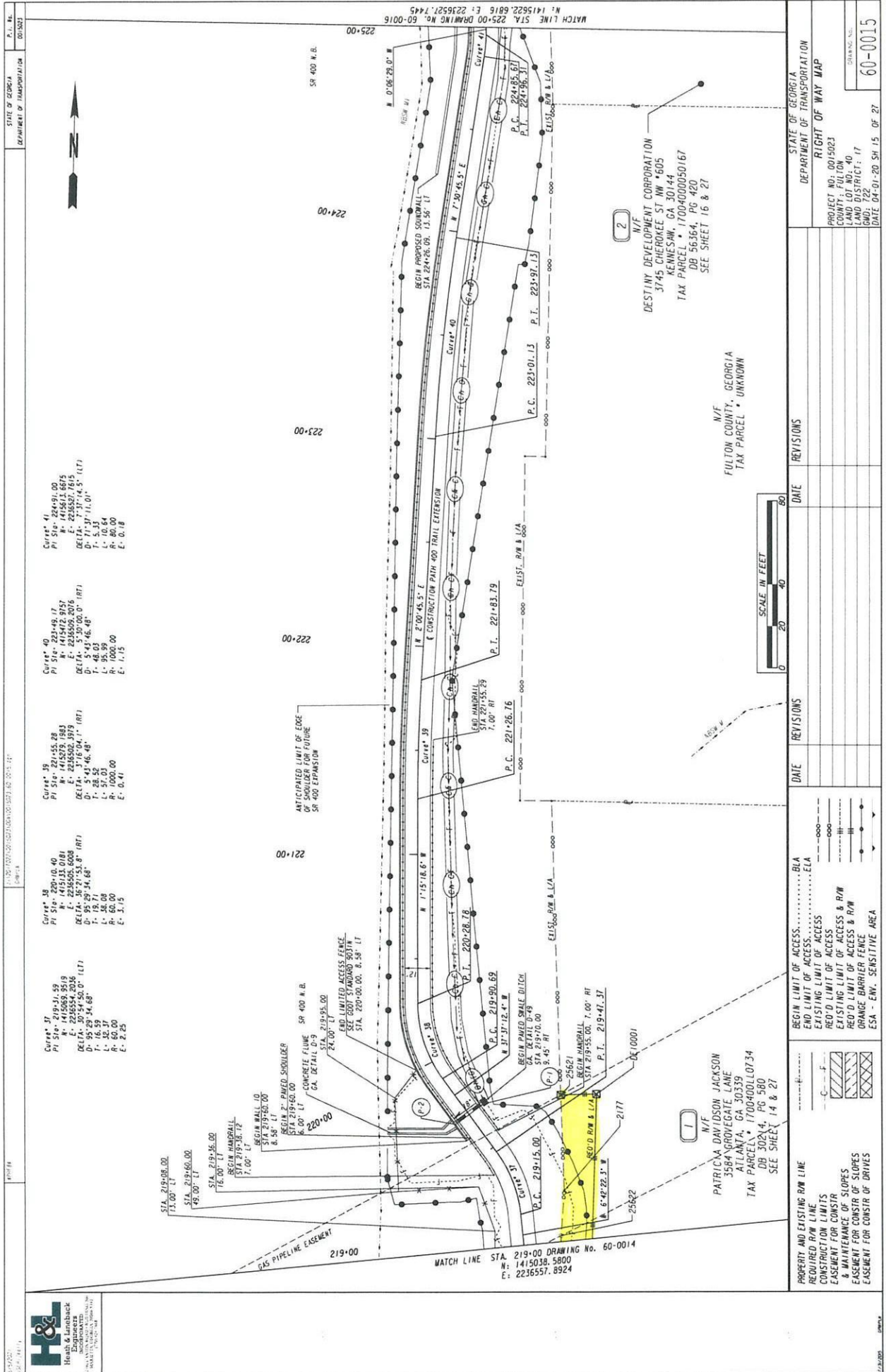
Patricia Davidson Jackson (L.S.)
PATRICIA DAVIDSON JACKSON

Roger Murray
Notary Public



**Heath & Laneback
Engineers**
INCORPORATED
1000 N. W. 10th Avenue, Suite 1000
Fort Lauderdale, Florida 33304





STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE REAL ESTATE ON THAT CERTAIN UNDEVELOPED TRACT OF LAND LOCATED ALONG GA 400 (TAX ID# 17-0040- 11073-4), LYING IN LAND LOT 40 OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the T-0060 path 400 Trail Extension Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 8,126.00 square feet of temporary construction easement (“Property”), located along GA 400 (Tax Id# 17-0040- LL-073-4), in Land Lot 40 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Patricia Davidson Jackson (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$8,200.00; and

WHEREAS, the settlement is \$8,200.00 and is based upon the appraised fair market value for purchase of the Property; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Real Estate (“Agreement”) for purchase of the Property in the amount of \$8,200.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$8,200.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 19th day of April, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: April 7, 2022 Submission for the April 19, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Accept a Deed for Dedication of Right of Way as part of the Development Regulations Ordinance Requirements Related to Community Development File # LDP21-00065

Recommendation:

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

Background:

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

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

Discussion:

N/A

Financial Impact:

N/A

Alternatives:

N/A

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Kathy Williams, Staff Attorney
Toni Carlisle, Interim Finance Director
Dave Wells, Deputy City Manager
Eden Freeman, City Manager

Created/Initiated - 4/7/2022
Approved - 4/7/2022
Approved - 4/8/2022
Approved - 4/13/2022
Approved - 4/13/2022
Final Approval - 4/15/2022

Attachments:

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



0 0 0 0 mi

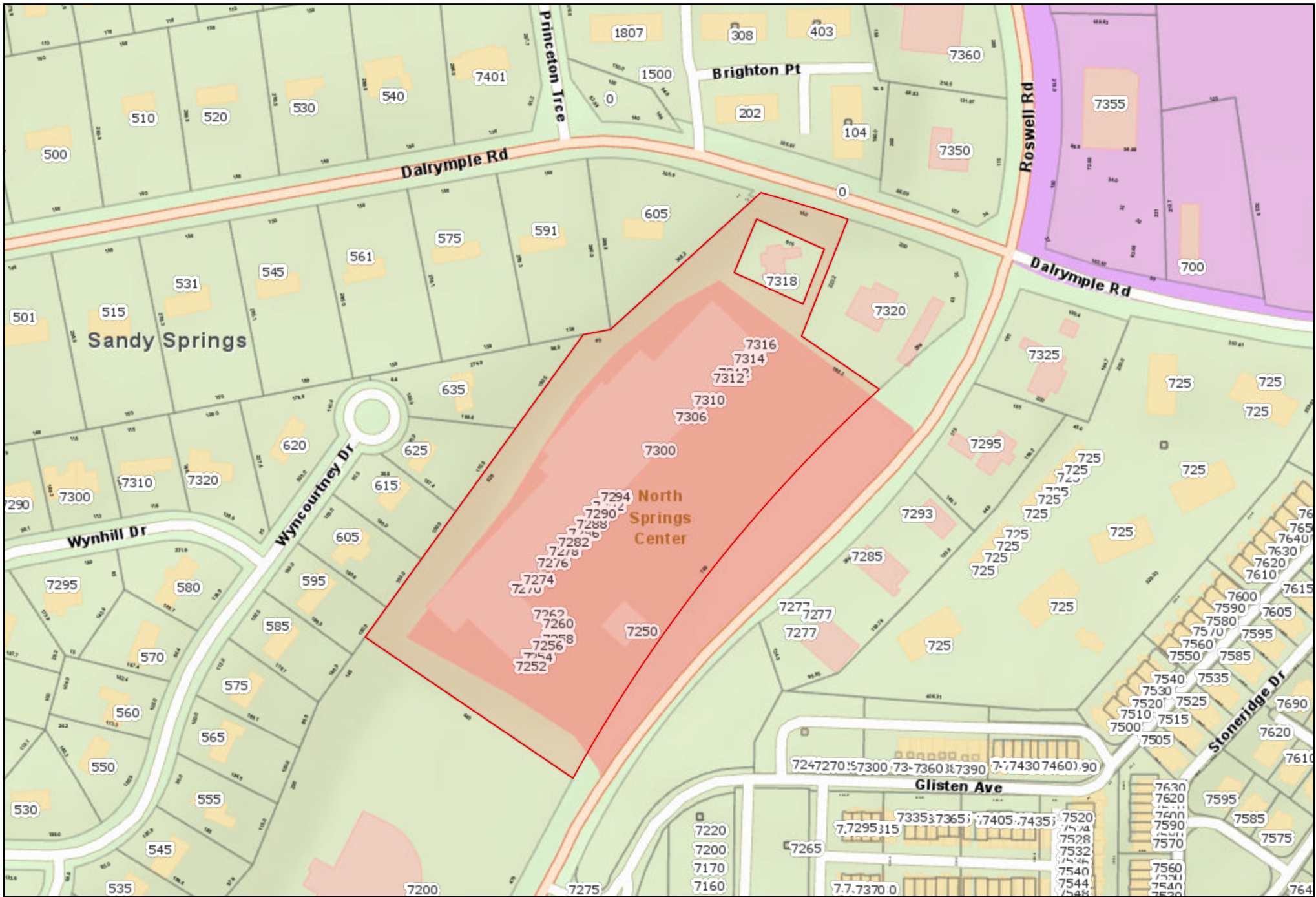
Date: 3/14/2022
Map Size: 8.5x11 (LETTER)



Deed for Dedication of ROW/Fairfield Springs, LLC

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.





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Date: 3/14/2022
Map Size: 8.5x11 (LETTER)



Deed for Dedication of ROW/Fairfield Springs, LLC

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FULTON COUNTY

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

Cross reference:
Deed Book 64681, Page 231
Tax Parcel No: 17-0032-LL052-8

DEED FOR DEDICATION OF RIGHT OF WAY

STATE OF GEORGIA FULTON COUNTY

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

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

That tract of land lying and being in Land Lot 32 of the 17th District of Fulton County, Georgia and being more particularly described in Exhibit "A" and shown on Exhibit "B" both hereby made part of by reference.

It is the intent of both parties that the Grantee shall receive fee simple Right of Way along Dalrymple Road, with a total depth of 45-66 feet from existing centerline and equaling 3,574 square feet (0.082 acres) for the purpose of road improvements. This dedication is in conjunction with the City of Sandy Springs Community Development Department File No.: LDP21-00065.

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

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

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

Signed, sealed, and delivered in the presence of:

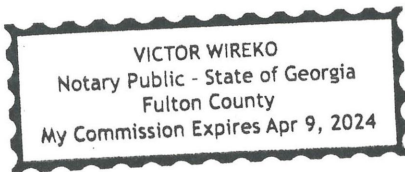
GRANTOR(s):

Jamison Condit
Unofficial Witness
Name: Jamison Condit

By: See Attached (SEAL)
Name: _____
Title: _____

[Signature]
Notary Public
My commission expires 04/09/2024
(notary seal)

By: _____ (SEAL)
Name: _____
Title: _____



SIGNATURE BLOCK FOR FAIRFIELD SPRINGS LLC

Fairfield Springs LLC,
a Georgia limited liability company

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

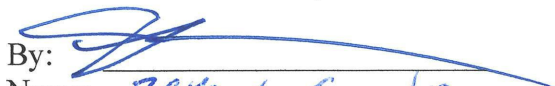
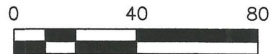
By: 
Name: Bryan Cordie
Title: Vice President

EXHIBIT “A”
Legal Description

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

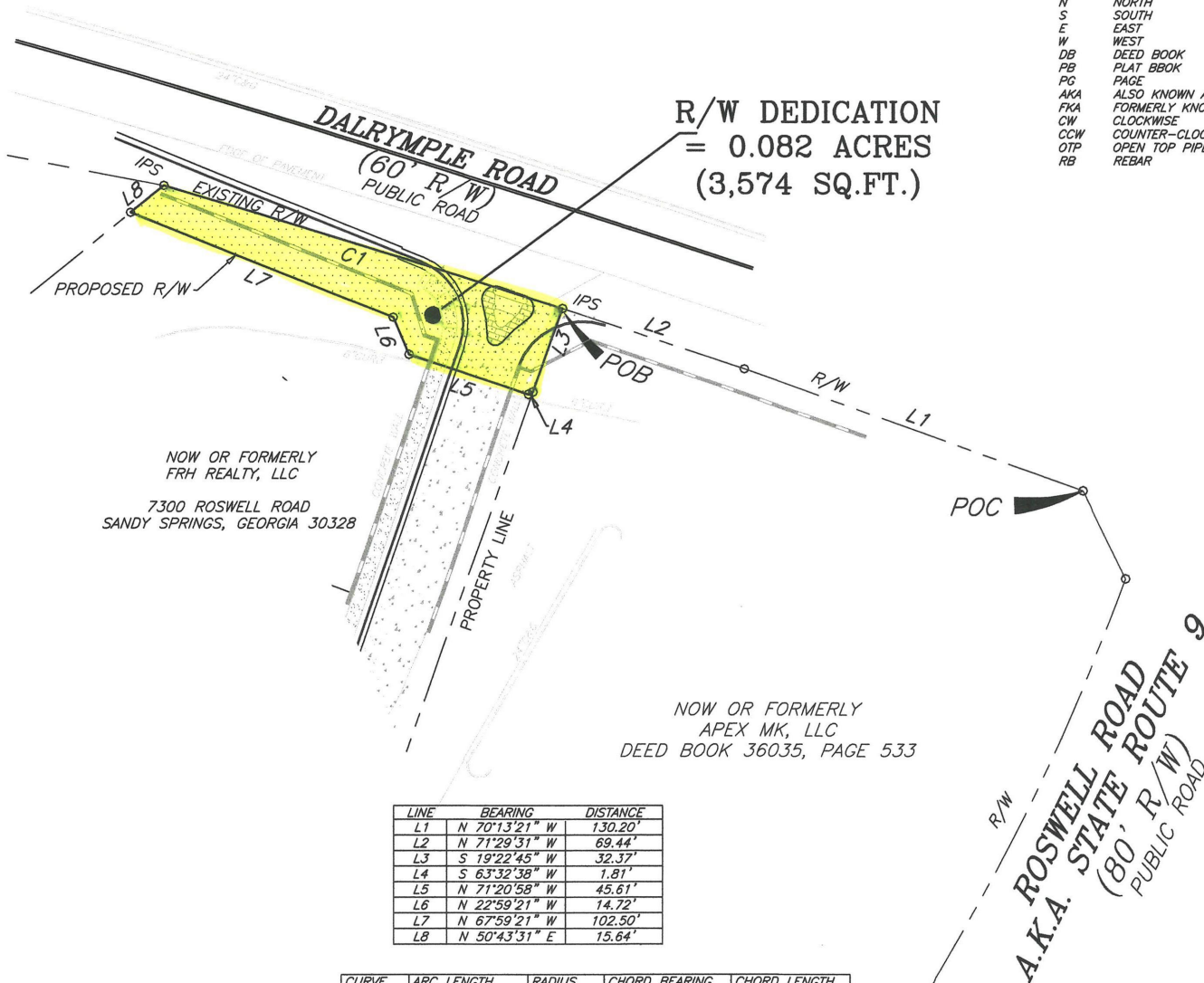
To Reach the True Point of Beginning, commence at a point at the northerly most mitered intersection of the southerly Right of Way of Dalrymple Road (60' R/W) and the westerly Right of Way of Roswell Road A.K.A. State Route 9 (80' R/W); thence running along the southerly Right of Way of Dalrymple Road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

EXHIBIT “B”
Plat



LDP21-00065

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



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

R/W DEDICATION EXHIBIT
 FOR
FRH REALTY, LLC

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

TECHNICAL SURVEY SERVICES, INC.
 Land Surveyors

1641 AUTUMN BLVD, NE Telephone (770) 922-6391
 CONYERS, GEORGIA 30012
 JOB: 2021-759 SCREEN FILE: 2021-759 RW EXHIBIT.DWG

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

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

STATE OF GEORGIA
COUNTY OF FULTON

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

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

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

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

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

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

RESOLVED this the 19th day of April, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: April 7, 2022 Submission for the April 19, 2022 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Accept a Donation of a Temporary Construction Easement on Property Located at 7300 Roswell Road in Land Lot 32 of the 17th District, City of Sandy Springs (Tax ID# 17-0032- LL-052-8); TS-108 Dalrymple Road at Roswell Road Intersection Improvements Project

Recommendation:

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

Background:

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

Discussion:

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

Financial Impact:

This is a donation at no cost to the City.

Alternatives:

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

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Kathy Williams, Staff Attorney
Toni Carlisle, Interim Finance Director
Dave Wells, Deputy City Manager

Created/Initiated - 4/7/2022
Approved - 4/7/2022
Approved - 4/8/2022
Approved - 4/13/2022
Approved - 4/13/2022

Eden Freeman, City Manager

Final Approval - 4/15/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed TCE. Fairfield Springs LLC. 7300 RRd.
4. RESOLUTION



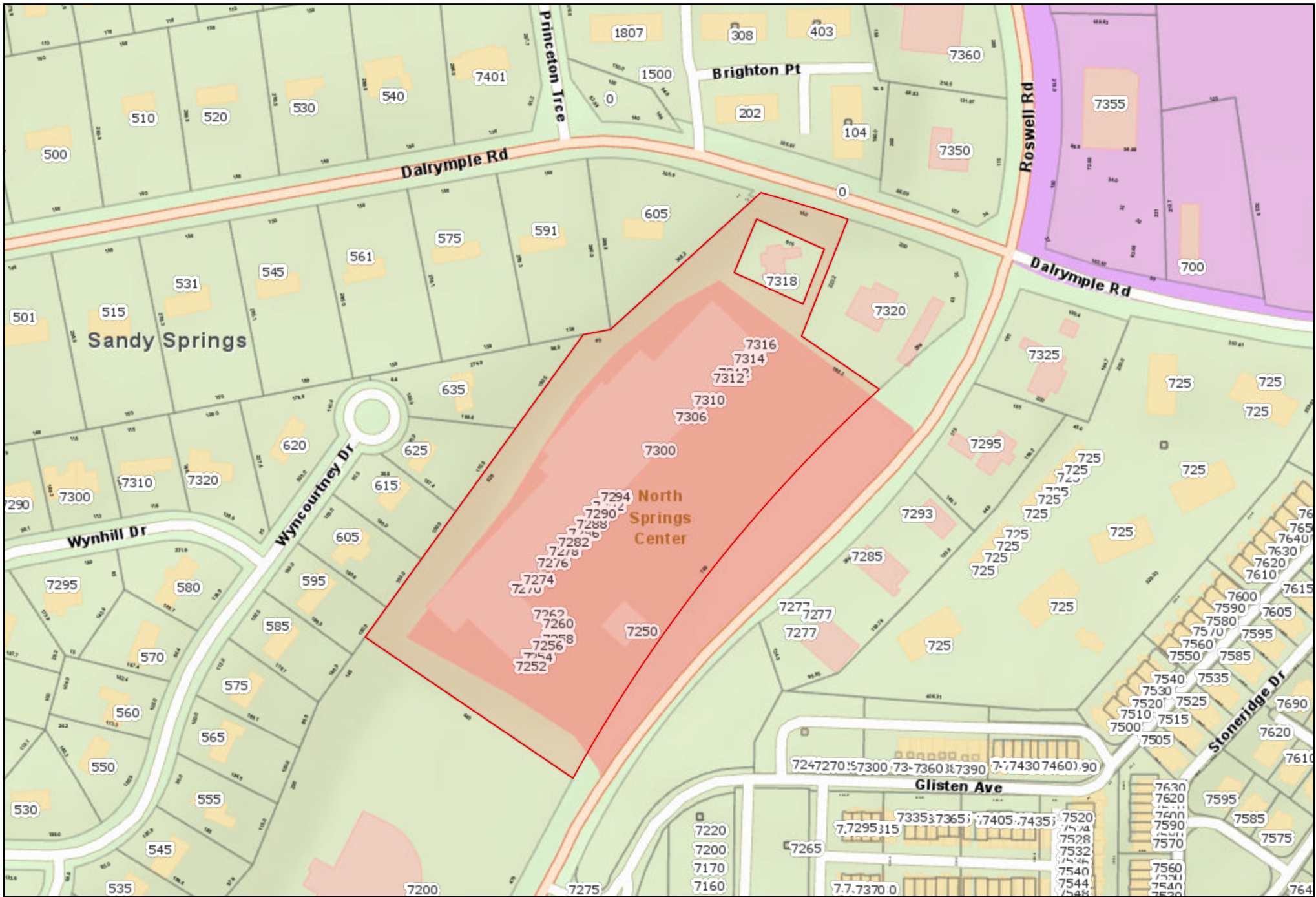
Deed for Dedication of ROW/Fairfield Springs, LLC

Date: 3/14/2022
Map Size: 8.5x11 (LETTER)



Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations 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.





0 0 0 0.25 mi

Date: 3/14/2022
Map Size: 8.5x11 (LETTER)



Deed for Dedication of ROW/Fairfield Springs, LLC

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



FULTON COUNTY

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

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

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA FULTON COUNTY

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

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

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

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

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

Parcel No. 2

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

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

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

FAIRFIELD SPRINGS, LLC

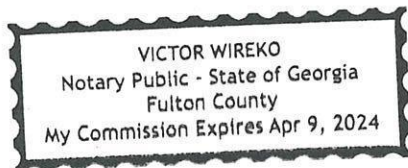
Jennifer Condon
Witness

By: *See Attached* (SEAL)

Name:

Title:

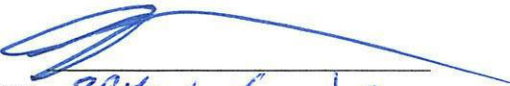
Victor Wireko
Notary Public



SIGNATURE BLOCK FOR FAIRFIELD SPRINGS LLC

Fairfield Springs LLC,
a Georgia limited liability company

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

By: 

Name: R. Yaw

Title: Vice President

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

TEMPORARY EASEMENT FOR CONSTRUCTION OF SLOPES

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

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

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

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

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

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

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

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

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

9/11/2020
mally, Palster

1:27.25 PW
SP:01+12
18/0710' DEL+RT+PS, 131

TS108-60-0002.dgn

CITY OF SANDY SPRINGS
CITY COUNCIL

PROJECT NO.
TS108

Curve #1
P.I. STA. 10+95.51
N= 1439049.49
E= 2236023.32
DELTA= 12°23'46.41"
D= 6°30'54.19"
T= 95.51'
L= 190.27'
R= 879.44'
E= 5.17'

N/F
PRINCETON SQUARE SWIM
& RACKET CLUB, INC.
DB 23822 PG 156
17 0075 LL144
O PRINCETON TRCE
SANDY SPRINGS, GA 30328

N/F
ELIZABETH HEIGHTS SUBDIVISION
DB - PG -
17 0032 LLC16
600 DALRYMPLE ROAD
SANDY SPRINGS, GA 30328

N/F
RAYMOND O. BOYD
DB 58501 PG 469
17 0032 LLO585
7150 ROSWELL ROAD
SANDY SPRINGS, GA 30328
SEE DNG 60-0003 & 60-0004

APPROXIMATE LAND LOT LINE

EXIST. R/W

CURVE #1

EXIST. R/W

BEGIN CONSTRUCTION
STA. 10+94.14
N=1439044.69
E=2236021.19

N/F
SIMION TERNURE &
CRISTINA GINA TERNURE
DB 590740 PG 603
17 0032 LLO155
605 DALRYMPLE RD NE
SANDY SPRINGS, GA 30328
SEE DNG 60-0004

BEGIN RIGHT OF WAY
ACQUISITION TS108
STA 11+46.00
N 1439031.57
E 2236071.36

12+00

13+00

STOP

S70°47'17"E

MATCH LINE - SEE DNG 60-0003

BEGIN PROJECT TS108
STA. 10+10.00
N=1439059.98
E=2235938.41

N/F
NORTH SPRINGS ASSOC. LTD
DB 31952 PG 619
17 0032 LLO536
7318 DALRYMPLE ROAD NE
SANDY SPRINGS, GA 30328
SEE DNG 60-0004

N/F
APEX WK, LLC
DB 36035 PG 533
17 0032 LLO254
7320 ROSWELL ROAD
SANDY SPRINGS, GA 30328
SEE DNG 60-0003 & 60-0004

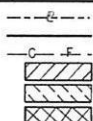
DE20003 14°05.53
57.09' RT
DE20004 14°20.68
41.58' RT
DE40008 14°18.05
56.97' RT
AREA 1

DE40007 13°28.27
50.58' RT
DE20000 12°48.03
41.65' RT
DE20001 13°50.04
46.64' RT
DE40005 12°45.05
46.51' RT
DE40012 13°36.16
61.61' RT
DE20002 13°59.92
57.54' RT

DE40004 11°40.00
33.45' RT
DE40005 11°73.80
40.83' RT
DE50001 11°45.00
51.00' RT

DE40003 11°46.00
34.72' RT
DE50000 11°46.00
51.00' RT

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



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

KCI

SCALE IN FEET
0 20 40 80



SANDY SPRINGS
GEORGIA

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

RIGHT-OF-WAY PLANS
DALRYMPLE ROAD AT ROSWELL ROAD

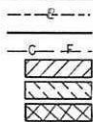
CHECKED	DATE	DRAWING NO.
BACKCHECKED	DATE	60-0002
CORRECTED	DATE	
VERIFIED	DATE	

EXHIBIT "B" 1 OF 2

EXHIBIT "B" 2 OF 2

PNT	OFFSET/	STATION/	ALIGNMENT
D20000	41.65 R	12+45.03	Dalrymple Road
D20006	45.97 R	12+45.05	Dalrymple Road
D20007	50.28 R	13+05.27	Dalrymple Road
D20012	61.67 R	13+16.66	Dalrymple Road
D20027	57.54 R	13+59.82	Dalrymple Road
D20031	45.64 R	13+52.04	Dalrymple Road
D20030	41.65 R	12+45.03	Dalrymple Road
REQ'D ASMT AREA = 743.87 SQ'			

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



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



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

RIGHT-OF-WAY PLANS DALRYMPLE ROAD AT ROSWELL ROAD			
CHECKED	DATE	DRAWING NO.	
BACKCHECKED	DATE	60-0004	
CORRECTED	DATE		
VERIFIED	DATE		

STATE OF GEORGIA
COUNTY OF FULTON

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

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

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

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

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

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

RESOLVED this 19th day of April, 2022.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Ken DeSimone, Police Chief

DATE: April 7, 2022 Submission for the April 19, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve a Memorandum of Understanding for SWAT Team Assistance by and between the City of Dunwoody, the City of Johns Creek, the City of Sandy Springs, and the City of Brookhaven and to Authorize the Mayor and Police Chief to Execute Same

Recommendation:

The Sandy Springs Police Department (“SSPD”) recommends that Mayor and Council adopt the above-referenced Resolution to approve Memorandum of Understanding (“Revised MOU”) and authorize the Mayor and Police Chief to execute same.

Background:

The City of Sandy Springs (“City”) has developed strong partnerships with surrounding jurisdictions through mutual aid agreements. The SSPD has been a party to a memorandum of understanding between the above-listed agencies (each a “Participating Agency”) since December of 2013 (“Original MOU”) to receive from and extend assistance to one another in the form of a unified special weapons and tactics team (“SWAT Team”). Pursuant to the Original MOU, each Participating Agency may request and render SWAT Team assistance to the other Participating Agencies including, but not limited to, a large scale extraordinary event, a prolonged operation, or any operation with expansive dynamics, or when the operation requires unified SWAT Team or related services and resources.

Discussion:

The Participating Agencies desire to continue working together for SWAT Team assistance under the general terms and conditions of the Original MOU; however, during performance of the MOU, certain matters have come to the attention of the Participating Agencies that are not adequately addressed in the Original MOU. The Participating Agencies now desire to revise the Original MOU to properly address those matters.

Attached is the Revised MOU which contains the desired revisions. The most significant revision addresses equipment requirements, maintenance and operation, including liability for damage to equipment.

The MOU automatically renews from year to year until such time as written notice of termination or modification is received by the Participating Agencies.

Financial Impact:

There is no exchange of funds for this MOU. Sufficient funds exist in the SSPD budget to cover any expenses associated with SWAT operations. Each Participating Agency is responsible for its own costs.

Alternatives:

Not to approve the MOU, lessening the resources available to the City in the event of a SWAT situation.

Review:

Raquel Gonzalez, City Clerk

Benjie Cain, Major

Ken DeSimone, Police Chief

Kathy Williams, Staff Attorney

Toni Carlisle, Interim Finance Director

Eden Freeman, City Manager

Created/Initiated - 4/8/2022

Approved - 4/11/2022

Approved - 4/11/2022

Approved - 4/11/2022

Approved - 4/13/2022

Final Approval - 4/15/2022

Attachments:

1. Resolution for SWAT Team Assistance MOU
2. SWAT MOU

STATE OF GEORGIA
CITY OF SANDY SPRINGS

**RESOLUTION TO APPROVE MEMORANDUM OF UNDERSTANDING FOR
SWAT TEAM ASSISTANCE BY AND BETWEEN THE CITY OF DUNWOODY,
THE CITY OF JOHNS CREEK, THE CITY OF SANDY SPRINGS, AND THE CITY
OF BROOKHAVEN AND TO AUTHORIZE THE MAYOR AND POLICE CHIEF TO
EXECUTE SAME**

WHEREAS, the City of Sandy Springs (“City”) has developed strong partnerships with surrounding jurisdictions through mutual aid agreements; and

WHEREAS, the SSPD has been a party to a memorandum of understanding (“MOU”) with the cities of Dunwoody, Johns Creek, and Brookhaven (each a “Participating Agency”) since December of 2013 to receive from and extend assistance to one another in the form of a unified special weapons and tactics team (“SWAT Team”); and

WHEREAS, pursuant to the MOU, each Participating Agency may request and render SWAT Team assistance to the other Participating Agencies including, but not limited to, a large scale extraordinary event, a prolonged operation, or any operation with expansive dynamics, or when the operation requires unified SWAT Team or related services and resources; and

WHEREAS, the Participating Agencies desire to continue working together for SWAT Team assistance under the general terms and conditions of the MOU, with certain mutually agreed upon revisions to the MOU to clarify the responsibilities of the Participating Agencies including, but not limited to, provisions regarding equipment requirements, maintenance and operation; and

WHEREAS, the attached MOU contains such revisions; and

WHEREAS, it is the desire of the Participating Agencies to enter into the MOU as revised and attached to this resolution pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3; and

WHEREAS, Section 36-69-1, et seq., of the Official Code of Georgia authorizes extraterritorial cooperation and assistance to local law enforcement agencies; and

WHEREAS, the Mayor and Council of Sandy Springs have determined it to be in the best interest of its citizens to enter into the MOU, as revised;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Sandy Springs, Georgia, and it is hereby resolved by the authority of same as follows:

Section 1. The MOU, as revised and attached hereto, is hereby approved.

Section 2. The Mayor and the Police Chief are hereby authorized to execute the MOU on behalf of the City in the form attached hereto.

Section 3. The Police Chief and the City Attorney are hereby authorized to make such minor changes to the MOU and to take such actions as may be deemed necessary or prudent to effectuate the intent of this resolution prior to execution by the Mayor and the Police Chief.

RESOLVED this the 19th day of April, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(Seal)

**DUNWOODY POLICE DEPARTMENT, JOHNS CREEK POLICE DEPARTMENT,
SANDY SPRINGS POLICE DEPARTMENT AND BROOKHAVEN POLICE DEPARTMENT
MEMORANDUM OF UNDERSTANDING FOR
SWAT TEAM ASSISTANCE**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between the City of Dunwoody Police Department, the City of Johns Creek Police Department, the City of Sandy Springs Police Department and the City of Brookhaven Police Department (each a "Participating Agency"), to receive from and extend assistance to one another in the form of a unified special weapons and tactics team ("SWAT Team") with related services and resources when assistance is requested.

**SECTION I
AUTHORITY**

Each designated representative identified below represents that he is duly authorized by his jurisdiction or Participating Agency to enter into this MOU on behalf of the Participating Agency.

**SECTION II
PROVISIONS FOR OPERATIONS ASSISTANCE**

The Participating Agencies hereby approve and enter into this MOU pursuant to which each Participating Agency may request and render SWAT Team assistance to the other Participating Agencies including, but not limited to, a large scale extraordinary event, a prolonged operation, or any operation with expansive dynamics, or when the operation requires unified SWAT Team or related services and resources.

**SECTION III
REQUEST FOR ASSISTANCE**

Each Participating Agency chief of police and/or designee shall have the authority to request or render SWAT Team assistance. A Participating Agency requesting assistance is herein referred to as the "Requesting Agency."

In the event a Participating Agency is in need of assistance as set forth above, such party shall notify the unified SWAT Team commander either directly or through the Chattahoochee River 911 Communications Center. In conjunction with the Requesting Agency, the unified SWAT Team commander shall evaluate the situation and available resources, and shall respond as appropriate. The unified SWAT Team commander shall take steps to make sure all Participating Agency chiefs of police are immediately notified upon a unified SWAT Team activation.

**SECTION IV
COMMAND AND SUPERVISORY RESPONSIBILITY**

The unified SWAT Team will operate under the National Incident Management System, Incident Command System via Unified Command, with one exception: the chief of police or designee of the Requesting Agency shall have tactical operation veto authority.

Whenever a SWAT Team member is rendering assistance pursuant to this MOU, the SWAT Team member shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation,

personnel policy, general order, or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the unified SWAT Team, then such rule, regulation, policy, general order, or procedure shall control and shall supersede the direct order.

SECTION V USE OF FORCE / COMPLAINTS

Whenever the unified SWAT Team is involved in a use of force or there is cause to believe that a complaint has arisen as a result of a cooperative effort pursuant to this MOU, the Participating Agencies shall conduct a joint review of the use of force and/or complaint. The unified SWAT Team commander or his designee shall be responsible for documentation of the use of force and/or complaint with a disposition recommendation. A mirror copy of the documentation shall be provided to each Participating Agency for review per their respective policies. Upon review, any Participating Agency chief of police or designee may request additional investigation which shall be conducted jointly by the Participating Agencies. The Participating Agency chiefs of police or their designees shall make a joint determination of the overall actions of the unified SWAT Team after a review of the documentation and/or investigation; however, review of individual SWAT Team member actions shall be the sole responsibility of the respective Participating Agency chief of police according to the Participating Agency's policies and procedures. Each Participating Agency engaging in any assistance pursuant to this MOU agrees to cooperate with such joint investigative efforts.

Should use of force on behalf of the unified SWAT Team result in serious injury or death or a complaint arise as a result of a cooperative effort pursuant to this MOU that, if sustained, resulted in serious injury or death, it is agreed by the Participating Agencies that the Georgia Bureau of Investigation shall be requested to conduct a separate and independent criminal investigation as appropriate.

SECTION VI EQUIPMENT REQUIREMENTS, MAINTENANCE AND OPERATION

For purposes of this MOU, the term "Equipment" shall refer to any materials, resources, tools, machinery, equipment, supplies, vehicles, facilities, or other personal property used in performing one or more SWAT activities pursuant to this MOU.

Each Participating Agency agrees to furnish Equipment necessary to render services to each Participating Agency to this MOU; provided however, that no Participating Agency shall be required to deplete unreasonably its own Equipment in furnishing such assistance.

Each Participating Agency that furnishes Equipment pursuant to this MOU must bear the cost of loss or damage to that Equipment and must pay any expense incurred in the operation and maintenance of that Equipment, unless otherwise provided herein. Nothing herein shall prevent one Participating Agency from providing necessary Equipment on loan to any other Participating Agency's SWAT Team member for operational purposes pursuant to this MOU.

Each Participating Agency shall bear the cost of loss or damage to Equipment that is a result of misuse, negligence, or carelessness at the hands of one of its employees.

Each Participating Agency shall bear the cost of any damages resulting from an "at fault" preventable vehicle collision while one of its members is operating a SWAT vehicle including, in

addition to any other expenses, any deductible associated with insurance coverage for such collision.

The Participating Agencies agree that Equipment utilized pursuant to this MOU shall only be used by personnel qualified in the use of such Equipment through appropriate training and/or supervision.

A Participating Agency receiving or utilizing Equipment pursuant to this MOU shall be responsible for the proper care, use, maintenance and security of the Equipment while such Equipment is with such Participating Agency. Should any Equipment be damaged while a Participating Agency is utilizing such Equipment or charged with the care of such Equipment, and such damage is not attributable to normal wear and tear during proper use, such Participating Party shall be responsible for the costs of repairing or replacing the Equipment at issue.

SECTION VII LIABILITY

Each Participating Agency engaging in any assistance pursuant to this MOU agrees to assume responsibility for the acts, omissions, or conduct of each of its SWAT Team members and the conduct of such Participating Agency's/Team's own employees while engaged in activities pursuant to this MOU. Under no circumstances shall any SWAT Team member be deemed to be an employee or agent of any Participating Agency other than the Participating Agency with whom the SWAT Team member is employed.

Any damage or other compensation which is required to be paid to a SWAT Team member by reason of an injury occurring while the SWAT Team member's services are being utilized pursuant to this MOU shall be the sole liability and responsibility of the Participating Agency regularly employing that SWAT Team member. This MOU shall not be construed as, or deemed to be, an agreement for the benefit of a third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Each party to this MOU shall maintain insurance or self-insurance adequate to protect such party from liability claims and demands that arise from the performance of duties pursuant to this MOU and to provide coverage for all operations by such party's personnel pursuant to this MOU. Each party shall be responsible for its own conduct, including but not limited to negligent acts or acts alleged to violate constitutional rights, and no party shall indemnify the other for claims, demands, or judgments arising from the acts or omissions of the other party.

All legal liability and any litigation arising from or out of the conduct or performance of officers assigned to and/or working with the SWAT team shall be the responsibility of that officer's respective agency; however, any officer acting under the specific orders of a superior officer of the SWAT team from an agency other than that of the officer that is consistent with the provisions of Section IV above, may create a shared liability with that other agency, all in accordance with and pursuant to applicable law.

SECTION VIII PROCEDURES AND TRAINING

All standard operating procedures and training conducted with and/or for the unified SWAT Team will meet or exceed National Tactical Officer Association (NTOA) Standards.

SECTION IX POWERS, PRIVILEGES, IMMUNITIES AND COSTS

SWAT Team members of each Participating Agency, when actually engaging in assistance outside of their jurisdictional limits, but inside the City of Dunwoody, the City of Johns Creek, the City of Sandy Springs, or the City of Brookhaven, shall have the same powers, duties, rights, privileges and immunities as if the SWAT Team member was performing duties inside the member's political subdivision in which normally employed.

The Participating Agency furnishing assistance pursuant to this MOU shall compensate its SWAT Team members during the time such assistance is rendered and shall assume the actual travel and maintenance expenses of its members while they are rendering such assistance, including any amounts paid or due for compensation due to personal injury or death while such SWAT Team members are engaged in rendering such assistance.

The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of a SWAT Team member of a Participating Agency when performing his or her duties within the territorial limits of the SWAT Team member's Participating Agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties outside the territorial limits of the SWAT Team member's Participating Agency under the provisions of this MOU. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

Nothing herein shall prevent the Requesting Agency from requesting supplemental appropriations from entities other than its governing political subdivision for reimbursement for itself and the assisting Participating Agency for any actual costs or expenses incurred by the assisting Participating Agency performing hereunder.

SECTION X TERM

This MOU shall be effective as of the date of signature by the chief executive law enforcement officer of each Participating Agency and applies to all activities engaged in by the Participating Agency. This MOU shall automatically be renewed by the parties on January 1 and each year thereafter on January 1 unless and until such time as written notice of termination or modification is received by the Participating Agencies as provided herein. The total term of this MOU shall not exceed fifty (50) years.

SECTION XI TERMINATION

A Participating Agency may terminate its participation in this MOU upon not less than ninety (90) days' written notice to the other Participating Agencies. Upon the running of ninety (90) days from such written notice, this MOU shall be terminated. The Participating Agencies agree, upon termination, to coordinate the immediate return of any loaned equipment to the proper Participating Agency owner.

**SECTION XII
ENTIRE AGREEMENT**

This MOU shall constitute the entire agreement between the parties hereto and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement executed by the Participating Agencies. This MOU shall supersede any other MOU previously executed by the parties with respect to this subject matter.

**SECTION XIII
MODIFICATION OR AMENDMENT**

Any Participating Agency may initiate a request for modification or amendment of this MOU in writing. Any such modification or amendment shall become a part of the MOU. All amendments shall either revise specific provisions of the MOU or shall provide for new provisions to become a part of the MOU. All other provisions of the MOU not otherwise affected shall remain in effect and unchanged.

**SECTION XIV
SEVERABILITY**

If any part or provision of this MOU is determined to be invalid or unenforceable, the remaining parts or provisions of this MOU shall not be affected thereby and shall continue to be valid and enforceable and in full force and effect.

IN WITNESS WHEREOF, the Participating Agencies hereto cause these presents to be signed on the date specified.

Agreed to and acknowledged this _____ day of _____, 2022.

Chief Billy Grogan
Dunwoody Police Department

Lynn Deutsch
Mayor, Dunwoody

Chief
Johns Creek Police Department

John Bradberry
Mayor, Johns Creek

Chief Ken DeSimone
Sandy Springs Police Department

Russell K. Paul
Mayor, Sandy Springs

Chief Gary Yandura
Brookhaven Police Department

John Ernst
Mayor, Brookhaven



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: March 1, 2022 Submission for the April 19, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Authorize Acceptance of a Permanent Easement and a Temporary Easement on Property Located at 7600 Roswell Road, Lying in Land Lot 76 in the 17th District, Fulton County, City of Sandy Springs, Georgia (Tax Id# 17-0076- L1-017-8); to Authorize Agreements Effectuating Same; and to Authorize the Mayor to Execute the Agreements

Recommendation:

Staff recommends that the Mayor and City Council approve the attached resolution authorizing acceptance of a Permanent Easement Agreement and a Temporary Easement Agreement (“Agreements”) on property lying in Land Lot 76 in the 17th District, Fulton County, Georgia (“Property”).

Background:

On October 15, 2019, the City adopted a Trail Master Plan to guide future capital program priorities. Segment 2A was identified in the Trail Master Plan as one of the segments within the 10-year Implementation Strategy. Segment 2A will begin at Overlook Park, follow along Morgan Falls Road as a greenway trail to the Chattahoochee River, cross through Georgia Power Company and Fulton County property, head eastward through a parcel owned by Bridge Properties, connect around Orkin Lake and along Cimarron Parkway, and terminate at Roswell Road.

Segment 2A will cross property owned by BMF IV GA Edgewater LLC (“Owner”). Segment 2A requires approximately 4.5 acres of permanent easement and approximately 7.25 acres of temporary easement in order to build the desired trail segment on the Property. The attached Agreements lay out the conditions that have been reviewed by legal staff from the City and the Owner.

Discussion:

The Owner has agreed to donate the required permanent and temporary easement rights needed to construct Segment 2A on the Property.

Financial Impact:

There is no exchange of funds for the Agreements. Sufficient funding is available in Capital Project P2201 to construct Segment 2A.

Alternatives:

The Agreements are required in order to deliver Segment 2A as designed. The City Council could decline to approve the attached resolution and provide further direction to staff.

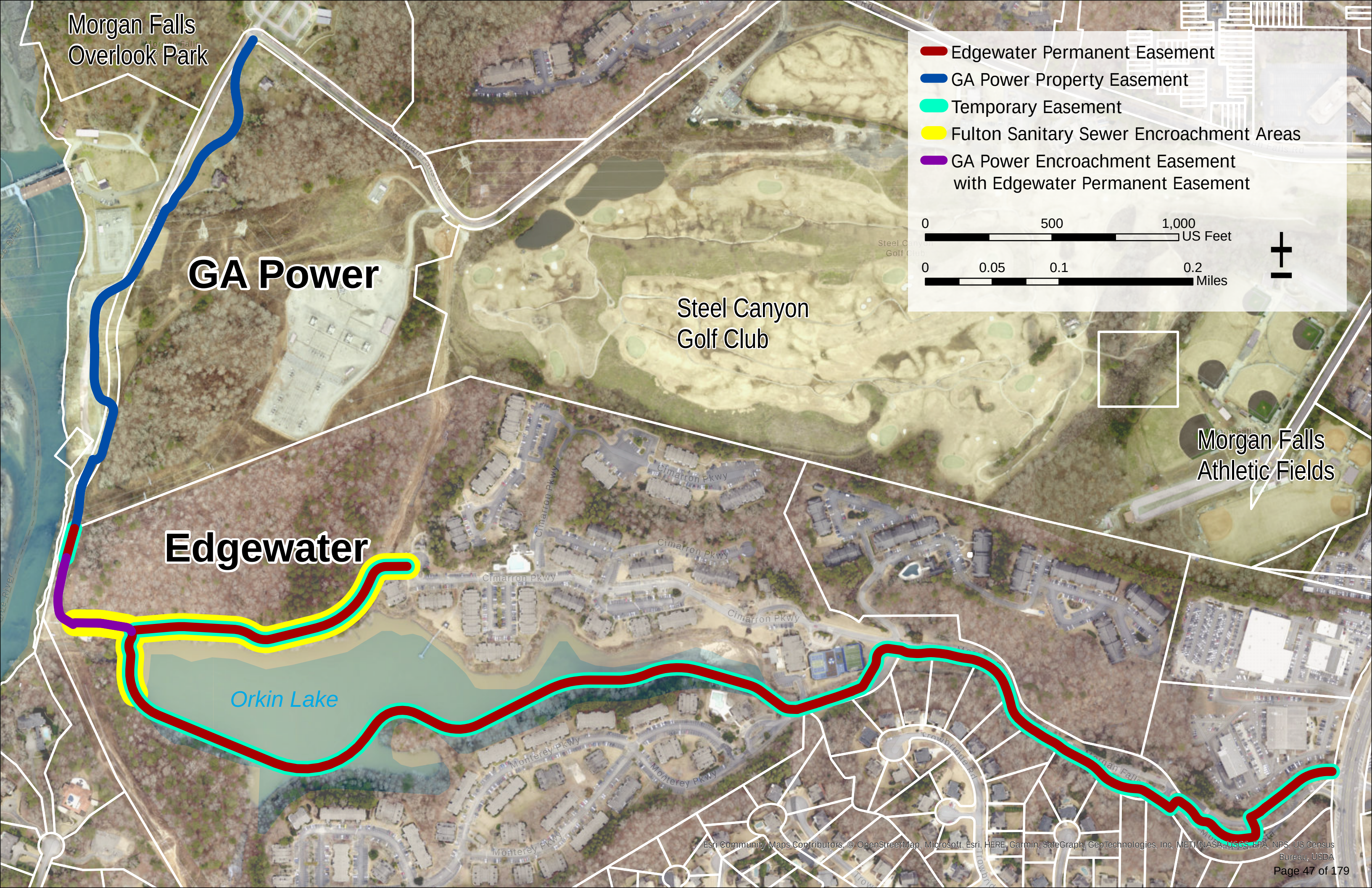
Review:

Kristin Byars Smith, Assistant City Manager
Michael Perry, Director of Recreation and Parks
Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Interim Finance Director
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 4/11/2022
Approved - 4/11/2022
Approved - 4/11/2022
Approved - 4/13/2022
Approved - 4/13/2022
Final Approval - 4/15/2022

Attachments:

1. Segment Easements Map
2. Bridge Properties Permanent Easement
3. Bridge Properties Temporary Easement
4. Resolution



Morgan Falls
Overlook Park

GA Power

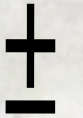
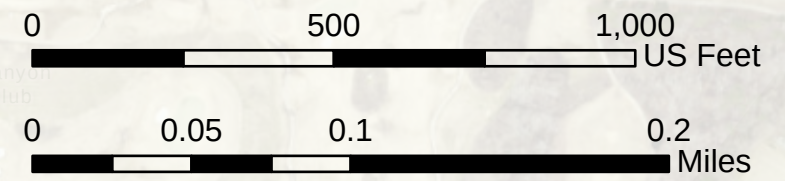
Edgewater

Steel Canyon
Golf Club

Morgan Falls
Athletic Fields

Orkin Lake

- Edgewater Permanent Easement
- GA Power Property Easement
- Temporary Easement
- Fulton Sanitary Sewer Encroachment Areas
- GA Power Encroachment Easement
with Edgewater Permanent Easement



PERMANENT EASEMENT

STATE OF GEORGIA
COUNTY OF FULTON

THIS EASEMENT, hereinafter "Easement", made this 3rd day of November, 2021, by and between BMF IV GA EDGEWATER LLC, a Delaware limited liability company, hereinafter called "Grantor", and The City Of Sandy Springs, GA, a Municipal Corporation of the State of Georgia, hereinafter called "Grantee" or "City."

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Fulton County, Georgia, being more particularly described in Exhibit "A" (hereinafter "Grantor's Property");

WHEREAS, Grantor, as owner of the Grantor Property, wishes to convey to Grantee a nonexclusive, perpetual easement in, on, over, and through the portions of Grantor Property more particularly described in Exhibit "B" and depicted in the map or plat in Exhibit "B-1" attached hereto and made a part hereof by this reference ("Permanent Easement Area") for the purpose of installing, constructing, improving, operating, maintaining, repairing, and replacing trail (hereinafter "Trail") pursuant to the conditions provided herein.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration, Grantor does hereby grant and convey unto said Grantee, in perpetuity, the right to an easement constituting such Trail, all as described in Exhibit "B" and depicted on Exhibit "B-1", as follows, to-wit:

1. Rights of Grantee. Grantor, by this Agreement, hereby grants, transfers, assigns, bargains, aliens, conveys and confirms to Grantee (the same being hereby accepted by Grantee) for the benefit of the City, the City's invitees, employees, contractors, subcontractors, agents and to the general public (the "Benefitted Parties"), subject, however, to such ordinances, rules and regulations regarding the public use of the Permanent Easement as the City or political subdivision or other regulatory authority designated by the City may from time to time impose or prescribe (the "Rules"), a non-exclusive permanent irrevocable easement on, over, under and across the Permanent Easement Area solely for the following, and no other purposes (hereinafter "Trail Activities"):

(a) uninterrupted pedestrian and non-motorized (except motorized wheelchairs for use by handicapped persons) vehicular right-of-way, access and passage;

(b) constructing, installing, maintaining, repairing, replacing, relocating or removing such of the following improvements as may be necessary or desirable in the City's discretion, the following:

- i. paved or unpaved pedestrian and non-motorized (except motorized wheelchairs for use by handicapped persons) vehicular paths, trails and roads (collectively, the "Pathways");
- ii. trees, plants and grasses, and watering and sprinkler systems for the maintenance of such trees, plants and grasses (collectively "Landscaping");
- iii. structures for the collection, handling and dissipation of storm water (the "Storm Drains");
- iv. utility lines and appurtenant structures and equipment to provide utilities serving the Pathways, Landscaping and Storm Drains (the "Utilities"); and
- v. slope and grade changes on the Grantor Property for the installation of the Pathways, Landscaping, Storm Drains and Utilities (the Pathways, Landscaping, Storm Drains and Utilities are hereinafter collectively referred to as the "Improvements").

Included within the foregoing rights of Grantee is the right to prevent any activity on, or use of, the Permanent Easement Area that is inconsistent with the purposes of the Easement, and to require the restoration of such areas or features of the Easement Area as may be damaged by any such inconsistent activity or use.

Grantee shall take all actions as necessary to safeguard the construction site at all times and shall to the fullest extent practicable assure that construction shall be conducted in a manner that does not materially and unreasonably interfere with the operations of Grantor on the Grantor Property.

Grantee, in its construction and maintenance of the Permanent Easement Area, shall comply with all laws, regulations, and requirements of all governmental and regulatory bodies and authorities, and shall observe all safety standards and guidelines applicable to use and occupancy of the Permanent Easement Area. Grantee shall (i) perform all work permitted or required under this Agreement in a safe and professional manner; (ii) not create any dangerous or hazardous condition; and (iii) not unreasonably impede, obstruct or otherwise interfere with the Grantor's use or enjoyment of the Permanent Easement Area, unless otherwise expressly provided in this Agreement. To the fullest extent allowable by law, Grantee shall indemnify, defend and hold harmless Grantor, from all demands, claims, suits, damages, judgments and liability (including reasonable attorneys' fees) incurred by Grantor as a result of injury or death of any person, damage or destruction of any property, or other liability arising from or in connection with the exercise of Grantee's rights hereunder.

2. Maintenance Obligation. The City shall be solely responsible for performing at its sole cost and expense, the maintenance of all structures and Improvements placed on, under, above and across the area of the Permanent Easement pursuant to its easement rights granted hereunder. If the City defaults in its obligation to perform reasonably necessary maintenance and/or repair of the Permanent Easement Area pursuant to this Agreement, then Grantor may perform such work itself if after fifteen (15) days' written notice from Grantor, Grantee has not in writing responded that it will perform the necessary maintenance and/or repairs. If Grantor permissibly performs such work under this provision, Grantor shall have the right to be promptly reimbursed such reasonable, out of pocket costs thereof actually incurred by Grantor.
3. Prohibited Uses. Any activity on, or use of, the Permanent Easement Area inconsistent with the purpose of the Easement is prohibited. It is mutually agreed and understood, however, that Grantor and its successors-in-interest reserve the right to use the Permanent Easement Area for all lawful purposes, present and future, not inconsistent with and not interfering with the intended use of the Permanent Easement or the Trail.
4. Plans and Specifications. Grantee shall construct in a good and workmanlike manner, in compliance with all applicable laws and upon the Permanent Easement Area, all of the Improvements addressed in Section 1 hereof and as shown on Exhibits "C."
5. Restoration. Grantee agrees that it will be responsible for the restoration of the Permanent Easement Area and portions of Grantor's Property disturbed by Grantee, or any agents thereof, to the condition that existed prior to the construction, maintenance or repair of the Improvements, after such construction, maintenance or repair of said Improvements within the area of the Permanent Easement leaving the same in good and slightly condition, all in accordance with the provisions hereof.
6. Successors and Assigns. The terms "Grantor" and "Grantee" as used herein shall be deemed to mean their respective successors and assigns, whomsoever. This Permanent Easement and the easements, rights, privileges, duties, and obligations granted and imposed herein shall be binding upon and shall inure to the benefit of the owners of Grantor's Property and Grantee's Property described herein and their respective successors, grantees, assigns, and successors-in-title, whomsoever. All of such easements, rights, privileges, duties, and obligations shall be appurtenant to and shall run with the Grantor's Property and the Grantee's Property described herein, as applicable. Any conveyance of Grantor's Property or Grantee's Property described herein, or portions thereof, shall also convey the rights, privileges, duties, and obligations contained in this Permanent Easement, regardless whether or not specific mention is made to this Permanent Easement and regardless of whether or not a specific conveyance is made of, or subject to, the easement, rights, privileges, duties, and obligations herein.
7. Costs and Responsibilities. Except as expressly provided herein with respect to the Trail Activities, Grantor retains all responsibilities and shall bear all costs and liabilities related to the ownership of the Permanent Easement Area. Grantor shall keep the Grantor Property free of any

liens arising out of any work performed for, materials furnished to or obligations incurred by or on behalf of Grantor. Grantee shall keep the Grantor Property (including the Permanent Easement Area) free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event that any such lien is recorded against Grantor Property (including the Permanent Easement Area) on account of any act by or on behalf of Grantee, Grantee shall, within 45 days after notice from Grantor, cause such lien to be removed.

8. Hold Harmless: Indemnification.

Grantor agrees to hold harmless, indemnify and defend Grantee and its officers, directors, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, the "Grantee Indemnified Parties") from and against any and all losses, costs, expenses, judgments or liabilities, including, without limitation, reasonable attorneys' fees and disbursements, suffered or incurred by any of the Grantee Indemnified Parties in connection with or as a result of the negligence and willful misconduct of Grantor. Without limiting the foregoing, the cost and expense of curing or attempting to cure any breach, default or violation of this Agreement and of restoring any portion of the Permanent Easement Area affected thereby, whether such cure is effected by Grantor or Grantee, shall be borne solely by Grantor, its successors and assigns. If any such cure and/or restoration is performed or attempted to be performed by Grantee in accordance with the provisions hereof or applicable law, Grantor shall promptly reimburse Grantee for the total costs and expenses incurred by Grantee in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements, upon Grantee's written demand therefor.

Notwithstanding anything to the contrary, to the fullest extent allowable by law, Grantee shall indemnify, defend and hold Grantor and its officers, directors, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, the "Grantor Indemnified Parties") harmless from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the use of the Easement by the City or the public. Except as may be caused by the negligence or willful misconduct of Grantor, Grantee assumes all risk of damage to property or injury to persons in or about the Permanent Easement Area arising from any cause and Grantee hereby waives all claims in respect thereof against Grantor.

9. Taxes. Grantor shall pay, before delinquency, all taxes, assessments, fees and charges of whatever description levied on or assessed against the Grantor Property (including, without limitation, the Permanent Easement Area) by any competent authority (collectively, "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Agreement, and shall furnish Grantee with satisfactory evidence of payment upon request.

10. Independent Covenants. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any

covenant by any party hereto shall not release or discharge such party from its or their obligations hereunder. In the event an owner shall convey, transfer, assign, or otherwise dispose of all or a portion of their respective right, title and interest in any property described herein, such party shall thereupon be released and discharged from any and all further liabilities and obligations for the breach of any covenant or agreement herein (except those covenants and agreements or the performance thereof accruing prior to such conveyance, transfer, assignment, or other disposition) to the extent of such disposition, and, except as is herein expressly provided, such liabilities and obligations thereafter accruing shall be binding upon the successor-in-title to such party.

11. Third Parties. This Easement is made for the exclusive benefit of the parties hereto, and of their respective successors and assigns, whomsoever, and not for any third party. Nothing in this Easement, express or implied, is intended to confer upon any person, other than the parties hereto, or their respective successors and assigns, whomsoever, any rights or remedies under or by virtue of this Permanent Easement.

12. Governing Law. This Permanent Easement shall be construed and interpreted under the laws of the State of Georgia.

13. Non-Waiver. The failure of any party to exercise any rights given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of either party's right to exercise such right, or to demand strict compliance with any such term, condition or covenant under this Permanent Easement thereafter.

14. Permits; Stormwater. Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement, maintenance and use of Grantee's Improvements within the Permanent Easement. Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances with regard to work performed on Grantor's Property, including governing storm water management and/or the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.

15. Entire Agreement. This Easement, the preamble hereof, and all exhibits attached to and made a part hereof, (all of which shall be deemed incorporated in this Easement and made a part hereof) contains the entire understanding of the parties hereto with respect to the subject matter hereof, and there are no representations, nor promises, oral or otherwise, which have been made on the part of either or both parties hereto, except as are expressly set forth herein, or made a part hereof, or superseded by virtue hereof.

16. Ownership; Warranty of Title; Subordination of Liens. Grantor covenants and warrants that it is the owner in fee simple of Grantor's Property. Grantor hereby warrants and shall defend the right and title to the easements described herein unto the City, its successors and assigns against the lawful claims of all persons claiming by, through or under Grantor. To the extent that any

mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, Grantor shall use its best efforts to secure a consent and joinder from the holder thereof which shall be recorded in conjunction herewith.

17. Severability. If any term, provision, subsection, or covenant contained herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity of the remaining terms, provisions, subsections, or covenants herein shall not be affected thereby.

18. Interpretation. Should any provision of this Permanent Easement agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same. If any provision of this Permanent Easement agreement is found to be ambiguous, an interpretation consistent with the purposes of this Permanent Easement agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

19. Recordation. Grantor and Grantee agree that this Agreement may be recorded by Grantee in the Office of the Clerk of Superior Court of Fulton County, Georgia, at Grantee's sole cost and expense. Grantee shall provide Grantor with a copy of the recorded Agreement promptly following its receipt of same from the Clerk of the Superior Court of Fulton County, Georgia.

20. Modification. This Permanent Easement agreement may be modified only by the mutual written agreement signed by the parties hereto or their successors in title.

21. AS-IS. Grantee accepts the Permanent Easement Area in "as is", "where is" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects.

22. Insurance. At all times while this Agreement is in effect, Grantee shall maintain a policy of general liability insurance with respect to the Permanent Easement Area and City's activities thereon, written on an occurrence basis and including contractual liability coverage to cover City's indemnity obligations hereunder.

IN WITNESS WHEREOF GRANTOR and GRANTEE have hereunto set their hands and seals as of the day and year above written.

[SIGNATURES TO FOLLOW]

Signed, sealed and delivered
in the presence of:

James B. Burt
Witness

GRANTOR:

BMF IV GA EDGEWATER LLC
a Delaware limited liability company

By: Bridge Multifamily IV Holdings LLC,
a Delaware limited liability company
Its: Managing Member

By: [Signature]
Name: Jonathan P. Slager
Title: Manager

[Signature]
Notary Public [Affix seal and state date
of expiration of commission]

My Commission Expires: 3-23-2025

(NOTARY SEAL)



GRANTEE:

Sandy Springs, Georgia,
"Grantee"

By: _____

Name: _____

Title: _____

Signed, sealed and delivered this _____ day of _____, 2022 in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT A

All that tract or parcel of land, lying and being in Land Lots 31, 76 and 84, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Beginning at an iron pin found at the common corner of Land Lots 75, 76, 84 and 85, Corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in [Plat Book 104, Page 81](#), and Corner to n/f Steve and Alice Bostic and running;

1. North 89 degrees, 25 minutes, 25 seconds, West, 1,011.75 feet along the line separating Land Lots 84 and 85 and along the Northerly line of n/f Steve and Alice Bostic to an iron pin found in the Easterly Line of Lot 24 of Wildercliff, Unit II, as recorded in [Plat Book 144, Page 30](#); thence
2. North 34 degrees, 42 minutes 36 seconds West, 844.37 feet along the Northeasterly Line of Lot 24, 22 and 21 of Wildercliff, Unit II to an iron pin found; thence the next (2) courses and distances along the Northeasterly Line of Lot 21:
3. North 23 degrees, 12 minutes, 36 seconds West, 452.18 feet to a point; thence
4. North 18 degrees, 16 minutes, 07 seconds West, 210.90 feet to a point in the Easterly Line of the Chattahoochee River, thence
5. North 17 degrees, 02 minutes, 29 seconds East, 315.51 feet along the Easterly Line of the Chattahoochee River to a Point, corner to n/f Georgia Power Company (Bull Sluice), as described in [Deed Book 14570, Pages 107 through 119](#); thence
6. North 68 degrees, 58 minutes, 33 seconds East, 1,780.61 feet along the Southeasterly Line of n/f Georgia Power Company and n/f Fulton County to an iron pin found on the line separating Land Lots 84 and 76; thence
7. South 74 degrees, 14 minutes, 13 seconds East 2,885.41 feet along the Southwesterly Line of n/f Fulton County to an iron pin found, corner to n/f John w. Ellis, Jr. and the Citizens and Southern National Bank, as described in Deed Book 10428, Page 51 and 70 and shown on Surveys Prepared by Watts and Browning Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991; thence
8. South 14 degrees, 22 minutes, 50 seconds West, 753.33 feet along the Westerly Line of n/f John W. Ellis, Jr. and the Citizens and Southern National Bank and along the Westerly Line of Tract 1 to a point; thence the next (5) courses and distances and the Southwesterly, Southerly and Southeasterly Line of Tract 1:
9. Along a curve to the right, having a radius of 810.00 feet and an arc length of 312.95 feet, said curve being subtended by a chord bearing South 59 degrees, 26 minutes, 25 seconds East and having a chord length of 311.01 feet to a Point of Tangency; thence
10. South 48 degrees, 24 minutes, 44 seconds East, 45.00 feet to a Point of Curvature; thence
11. Along a curve to the left, having a radius of 135.36 feet and an arc length of 196.36 feet, said curve being subtended by a chord bearing South 89 degrees, 58 minutes, 10 seconds East and having a chord length of 179.59 feet to a Point of Tangency; thence
12. North 48 degrees, 28 minutes, 24 seconds East, 153.34 feet to a Point of Curvature; thence

13. Along a curve to the right, having a radius of 280.00 feet and an arc length of 200.90 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 34 seconds East and having a chord length of 196.62 feet to a point on the Westerly right-of-way line of Roswell Road (A.K.A S.R. #9 - U.S. Route 19, Variable Right-of-Way width); thence
14. Along a curve to the left, having a radius of 1,328.24 feet and an arc length of 202.09 feet, said curve being subtended by a chord bearing South 06 degrees, 02 minutes, 44 seconds West and having a chord length of 201.89 feet along the Westerly Right-of-Way Line of Roswell Road to a point; corner to "Tract 2"; thence the next (16) courses and distances along the Northerly, Northeasterly and Northwesterly line of "Tract 2", being the Southerly line of Morgan Falls Station (Private Road Easement, Variable Width);
15. Along a curve to the left, having a radius of 80.00 feet and an arc length of 34.89 feet, said curve being subtended by a chord bearing South 67 degrees, 10 minutes, 06 seconds West and having a chord length of 34.61 feet to a Point of Tangency; thence
16. South 48 degrees, 28 minutes, 24 seconds West, 153.34 feet to a Point of Curvature; thence
17. Along a curve to the right, having a radius of 335.36 feet and an arc length of 367.96 feet, said curve being subtended by a chord bearing South 79 degrees, 54 minutes, 27 seconds West and having a chord length of 349.78 feet to a Point of Compound Curvature; thence
18. Along a curve to the right, having a radius of 135.36 feet and an arc length of 70.98 feet, said curve being subtended by a chord bearing North 50 degrees, 39 minutes, 44 seconds West and having a chord length of 70.17 feet to a Point of Tangency; thence
19. North 35 degrees, 38 minutes, 26 seconds West, 119.50 feet to a Point of Curvature; thence
20. Along a curve to the left, having a radius of 192.96 feet and an arc length of 149.83 feet, said curve being subtended by a chord bearing North 54 degrees, 38 minutes, 25 seconds West and having a chord length of 146.09 feet to a Point of Reverse Curvature; thence
21. Along a curve to the right, having a radius of 291.65 feet and an arc length of 143.31 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 09 seconds West and having a chord length of 141.87 feet to a Point of Tangency; thence
22. North 48 degrees, 09 minutes, 48 seconds West, 195.74 feet to a point; thence
23. North 61 degrees, 50 minutes, 06 seconds West, 150.36 feet to a Point of Curvature; thence
24. Along a curve to the right, having a radius of 621.74 feet and an arc length of 90.06 feet, said curve being subtended by a chord bearing North 55 degrees, 00 minutes, 56 seconds West and having a chord length of 89.98 feet to a Point of Compound Curvature; thence
25. Along a curve to the right, having a radius of 212.38 feet and an arc length of 99.00 feet, said curve being subtended by a chord bearing North 38 degrees, 05 minutes, 13 seconds West and having a chord length of 98.11 feet to a Point of Tangency; thence
26. North 18 degrees, 37 minutes, 44 seconds West, 87.63 feet to a Point of Curvature; thence
27. Along a curve to the left, having a radius of 144.23 feet and an arc length of 92.89 feet, said curve being subtended by a chord bearing North 39 degrees, 06 minutes, 18 seconds West, and having a chord length of 91.29 feet to a Point of Compound Curvature; thence
28. Along a curve to the left, having a radius of 338.10 feet and an arc length of 132.25 feet, said curve

being subtended by a chord bearing North 70 degrees, 22 minutes, 21 seconds West and having a chord length of 131.41 feet to a Point of Tangency; thence

29. North 83 degrees, 35 minutes, 04 seconds West, 108.65 feet to a point; thence

30. North 85 degrees, 56 minutes, 18 seconds West, 84.92 feet to a point; thence the next (7) courses and distances along the Northwestern Line of Tract 2;

31. South 29 degrees, 22 minutes, 48 seconds West, 94.06 feet to a Point of Curvature; thence

32. Along a curve to the right, having a radius of 225.25 feet and an arc length of 115.51 feet, said curve being subtended by a chord bearing South 41 degrees, 01 minutes, 26 seconds West and having a chord length of 114.25 feet to a Point of Tangency; thence

33. South 67 degrees, 14 minutes, 00 seconds West, 94.86 feet to a point; thence

34. South 70 degrees, 32 minutes, 36 seconds West, 108.30 feet to a point; thence

35. South 72 degrees, 26 minutes, 51 seconds West, 57.29 feet to a point; thence

36. South 00 degrees, 00 minutes, 10 seconds West 93.70 feet to a point; thence

37. South 58 degrees, 17 minutes, 50 seconds West, 1,551.20 feet to an iron pin found at the Point of Beginning.

Less and Except:

All that certain tract or parcel of land, lying and being in Land Lot 76, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Commencing at an iron pin found at the common corner of Land Lots 75, 76, 84 and 85, Corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in [Plat Book 104, Page 81](#) and Corner to n/f Steve and Alice Bostic and running North 89 degrees 25 minutes 25 seconds West, 1,011.75 feet along the line separating Land Lots 84 and 85 and along the Northerly line of n/f Steve and Alice Bostic to an iron pin found in the Easterly Line of Lot 24 of Wildercliff, Unit 11, as recorded in [Plat Book 144, Page 30](#); thence North 34 degrees 42 minutes 36 seconds West, 110.00 feet to a point; thence North 25 degrees 14 minutes 21 seconds East, 988.66 feet to a point; thence North 86 degrees 01 minutes 56 seconds East, 99.67 feet to a point; thence North 22 degrees 08 minutes 10 seconds East, 1,329.99 feet to a point; thence North 68 degrees 58 minutes 33 seconds East, 74.90 feet to an iron pin found; thence South 74 degrees 14 minutes 13 seconds East, 1,320.69 feet to a point, said point being the Point of Beginning; thence

1. South 74 degrees 14 minutes 13 seconds East, 1,564.72 feet along the Southwesterly Line of n/f Fulton County to an iron pin found, corner to n/f John W. Ellis, Jr. And the Citizens and Southern National Bank, as described in [Deed Book 10428, Page 51](#) and [70](#) and shown on surveys prepared by Watts and Browning Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991, to a point; thence

2. South 14 degrees 22 minutes 50 seconds West, 753.33 feet along the Westerly Line of n/f John W. Ellis, Jr. And the Citizens and Southern National Bank, to a point; thence

3. Along the arc of a curve to the left a distance of 100.00 feet (said arc having a radius of 810.00 feet and being subtended by a chord with a bearing of North 74 degrees 02 minutes 44 seconds West and a distance of 99.94 feet) to a point; thence

4. North 77 degrees 34 minutes 57 seconds West, 128.79 feet to a point; thence

5. North 61 degrees 50 minutes 06 seconds West, 154.26 feet to a point; thence
6. Along the arc of a curve to the right a distance of 81.36 feet (said 561.74 feet and being subtended by a chord with a bearing of North 51 seconds West and a distance of 81.29 feet) to a point; thence
7. Along the arc of a curve to the right a distance of 62.61 feet (said 152.38 feet and being subtended by a chord with a bearing of North 08 seconds West and a distance of 62.17 feet) to a point; thence
8. North 18 degrees 37 minutes 44 seconds West, 87.63 feet to a point; thence
9. Along the arc of a curve to the left a distance of 137.25 feet (said arc having a radius of 204.23 feet and being subtended by a chord with a bearing of North 39 degrees 20 minutes 20 seconds West and a distance of 134.69 feet) to a point; thence
10. Along the arc of a curve to the left a distance of 141.41 feet (said arc having a radius of 398.10 feet and being subtended by a chord with a bearing of North 69 degrees 37 minutes 34 seconds West and a distance of 140.67 feet) to a point; thence
11. North 05 degrees 38 minutes 49 seconds West, 94.01 feet to a point; thence
12. South 89 degrees 46 minutes 24 seconds West, 372.03 feet to a point; thence
13. South 36 degrees 52 minutes 22 seconds West, 29.99 feet to a point; thence
14. Along the arc of a curve to the left a distance of 124.68 feet (said arc having a radius of 255.00 feet and being subtended by a chord with a bearing of North 67 degrees 08 minutes 09 seconds West and a distance of 123.44 feet) to a point; thence
15. North 25 degrees 19 minutes 10 seconds West, 421.90 feet to a point; thence
16. North 22 degrees 50 minutes 44 seconds East, 215.00 feet to the Point of Beginning.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

EXHIBIT "B"



SURVEYORS' CERTIFICATE
This plot is a re-creation of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any existing property boundaries. The recording information of the documents, maps, plans, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLOT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plot complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Surveyors and as set forth in O.C.G.A. Section 15-2-62.

8/16/2021
DATE

W. SHANE FLOYD
GA RLS #2801

Course	Bearing	Distance
(1)	Rod: 1325.36' W Tan: 13.77' W Chd: S 09°45'21" W	A: 27.54' CA: 20'37'02" 22.54'
(2)	Rod: 26.71' W Tan: 1.26' W Chd: S 76°27'29" W	A: 2.55' CA: 5'28'43" 2.55'
(3)	S 89°41'28" W Rod: 220.70' W Tan: 37.66' W Chd: S 75°54'36" W	A: 40.02' CA: 74.25' 74.25'
(4)	Rod: 150.16' W Tan: 18.59' W Chd: S 58°00'21" W	A: 37.00' CA: 14'08'58" 36.90'
(5)	Rod: 2922.67' W Tan: 91.21' W Chd: S 52°05'25" W	A: 182.35' CA: 3'34'28" 182.32'
(6)	Rod: 266.29' W Tan: 21.82' W Chd: S 58°04'30" W	A: 43.74' CA: 3'33'14" 43.68'
(7)	Rod: 30.50' W Tan: 7.52' W Chd: S 11°10'20" E	A: 14.74' CA: 27'41'03" 14.59'
(8)	S 02°40'13" W Rod: 21.50' W Tan: 17.54' W Chd: S 41°52'47" W	A: 27.43' CA: 29.43' 31.58'
(9)	S 81°08'52" W Rod: 11.50' W Tan: 11.50' W Chd: S 70°08'52" W	A: 31.58' CA: 22'04'21" 31.58'
(10)	Rod: 103.84' W Tan: 31.52' W Chd: S 75°29'33" W	A: 61.19' CA: 3'34'49'33" 60.30'
(11)	Rod: 130.17' W Tan: 18.02' W Chd: N 74°08'22" W	A: 35.80' CA: 19'45'35" 35.69'
(12)	Rod: 255.78' W Tan: 34.71' W Chd: N 85°24'20" W	A: 68.99' CA: 15'27'22" 68.78'
(13)	Rod: 450.15' W Tan: 45.00' W Chd: N 45°01'50" W	A: 126.04' CA: 42.30' 125.80'
(14)	Rod: 287.50' W Tan: 6.98' W Chd: N 50°13'05" W	A: 44.93' CA: 2'46'48" 44.93'
(15)	Rod: 487.50' W Tan: 7.70' W Chd: N 57°30'45" W	A: 15.39' CA: 14'48'33" 15.39'
(16)	Rod: 59.54' W Tan: 25.46' W Chd: N 59°54'35" W	A: 20.96' CA: 5.53' 20.96'
(17)	Rod: 63.00' W Tan: 25.07' W Chd: S 82°29'28" W	A: 5.53' CA: 45'20'58" 5.53'
(18)	Rod: 25.07' W Tan: 2.03' W Chd: N 74°50'03" W	A: 46.26' CA: 9'16'45" 46.26'
(19)	Rod: 25.07' W Tan: 2.03' W Chd: N 47°14'21" W	A: 4.05' CA: 17'15'45" 4.05'
(20)	Rod: 187.50' W Tan: 31.68' W Chd: N 52°31'37" W	A: 17.59' CA: 62.50' 62.50'
(21)	Rod: 63.36' W Tan: 61.56' W Chd: N 61°56'03" W	A: 38.64' CA: 150.36' 38.64'
(22)	Rod: 62.17' W Tan: 45.11' W Chd: N 55°06'53" W	A: 90.06' CA: 87.17'57" 89.98'
(23)	Rod: 212.38' W Tan: 50.42' W Chd: N 38°11'10" W	A: 99.00' CA: 68'42'33" 98.11'
(24)	Rod: 184.34' W Tan: 48.12' W Chd: N 39°12'15" W	A: 87.63' CA: 92.89' 91.26'
(25)	Rod: 338.10' W Tan: 66.98' W Chd: N 70°28'16" W	A: 132.25' CA: 22'24'43" 131.41'
(26)	Rod: 64.41' W Tan: 86.02' W Chd: S 86°02'15" W	A: 106.89' CA: 67.23' 67.23'
(27)	Rod: 32.31' W Tan: 35.56' W Chd: S 50°42'25" W	A: 53.85' CA: 89'29'05" 53.85'
(28)	Rod: 72.50' W Tan: 19.46' W Chd: S 15°11'45" W	A: 38.07' CA: 30'04'58" 37.63'
(29)	Rod: 15.11' W Tan: 30.34' W Chd: S 67°58'25" W	A: 9.07' CA: 58.41' 58.41'
(30)	Rod: 67.58' W Tan: 75.39' W Chd: S 70°34'07" W	A: 58.41' CA: 56.38' 56.38'
(31)	Rod: 71.39' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(32)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(33)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(34)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(35)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(36)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(37)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(38)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(39)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(40)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(41)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(42)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(43)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(44)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(45)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(46)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(47)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(48)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(49)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(50)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(51)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(52)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(53)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(54)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'
(55)	Rod: 62.50' W Tan: 62.50' W Chd: S 64°17'45" W	A: 55.73' CA: 71.39'22" 55.73'

Course	Bearing	Distance
(56)	Rod: 137.50' W Tan: 25.01' W Chd: N 63°40'45" W	A: 49.48' CA: 20'37'02" 49.21'
(57)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(58)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(59)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(60)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(61)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(62)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(63)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(64)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(65)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(66)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(67)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(68)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(69)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(70)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(71)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(72)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(73)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(74)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(75)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(76)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(77)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(78)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(79)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(80)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(81)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(82)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(83)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(84)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(85)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(86)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(87)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(88)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(89)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(90)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(91)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(92)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(93)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(94)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(95)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(96)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(97)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(98)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(99)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(100)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(101)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(102)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(103)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(104)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(105)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(106)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(107)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(108)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(109)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'
(110)	Rod: 287.50' W Tan: 100.96' W Chd: S 86°39'47" W	A: 205.60' CA: 194.19' 194.19'

Course	Bearing	Distance
(111)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(112)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(113)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(114)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(115)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(116)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(117)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(118)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(119)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(120)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(121)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(122)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(123)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(124)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(125)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(126)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(127)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(128)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(129)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA: 51'39'22" 250.51'
(130)	Rod: 287.50' W Tan: 136.16' W Chd: N 67°08'01" E	A: 259.20' CA

TEMPORARY EASEMENT

STATE OF GEORGIA
COUNTY OF FULTON

THIS TEMPORARY EASEMENT, hereinafter "Easement", made this 3rd day of November, 2021, by and between BMF IV GA EDGEWATER LLC, a Delaware limited liability company, hereinafter called "Grantor", and THE CITY OF SANDY SPRINGS, GA, a Municipal Corporation of the State of Georgia, hereinafter called "Grantee".

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract or parcel of land lying and being in Land Lots 31, 76, and 84 of 17th District of Fulton County, Georgia in the City of Sandy Springs and being more particularly described on **Exhibit "A"** and as illustrated on the plat attached hereto as **Exhibit "B"** all of which are attached hereto and made part hereof by reference (the "Property"); and,

WHEREAS, in connection with Grantee's construction of the Trail in the City of Sandy Springs, Fulton County, Georgia (the "**Trail**") including over Grantor's Property, Grantor agrees to grant Grantee this Temporary Construction Easement over a portion of said Property as described herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and declares unto and in favor of Grantee, its contractors and assigns this temporary construction easement (the "**Temporary Easement**") on, over, under, across and through the easement area, being more particularly described on **Exhibit "B"** attached hereto and made a part hereof and depicted as ["Construction Easement"] on **Exhibit "B-1"** attached hereto and made a part hereof (the "**Easement Area**").

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, GRANTORS and GRANTEE hereby agree as follows:

1. **Temporary Easement:** Grantor hereby grants, bargains, sells, conveys unto and in favor of Grantee, its contractors, agents, employees, and assigns the right and privilege of a Temporary Easement (the "Temporary Easement") across that portion of Grantor's Property more particularly described on **Exhibit "B"** construction of the Trail as illustrated on the plat/plan attached hereto as **Exhibit "B-1"** all of which are attached hereto and made part hereof by reference.

2. **Purpose:** The purpose of the Temporary Easement is to allow Grantee and/or its contractors, construction vehicles, and equipment access to the Property for the purpose of use in the (i) construction and installment of improvements and other purposes reasonably related to the Project and (ii) the removal construction debris related to the Project located on the property of Grantor[s].
3. **Duration:** The Temporary Easement granted herein shall commence upon use of the Easement Area for construction of the Trail. Grantee agrees that it shall exercise good faith and reasonable efforts to “complete” the Trail as soon as reasonably practicable. The Temporary Easement shall terminate after two years from the commencement of the use of the Easement Area for construction of the Trail or upon the completion and final acceptance of the Trail Project, whichever date shall first occur.
4. **Restoration:** Upon completion of the construction project, Grantee, or its agents shall return the Temporary Easement area and all portions of the property affected by use of the Temporary Easement to a condition reasonably comparable to the condition in which it existed prior to Grantee’s use of the easement area.
5. Grantor understands and agrees that Grantee has the right to remove any trees, landscaping, vegetation, or structures that obstruct use of the Temporary Easement, subject to the restoration provisions of this Temporary Easement.
6. Grantee shall take all actions as necessary to safeguard the Temporary Easement all times and shall to the fullest extent practicable assure that construction shall be conducted in a manner that does not materially and unreasonably interfere with the operations of Grantor on the Property.
7. Grantee, in its construction and maintenance of the Trail, shall comply with all laws, regulations, and requirements of all governmental and regulatory bodies and authorities, and shall observe all safety standards and guidelines applicable to use and occupancy of the Easement Area. Grantee shall (i) perform all work permitted or required under this Agreement in a safe and professional manner; (ii) not create any dangerous or hazardous condition; and (iii) not unreasonably impede, obstruct or otherwise interfere with the Grantor’s use or enjoyment of the Property. Grantee shall indemnify, defend and hold harmless Grantor, from all demands, claims, suits, damages, judgments and liability (including reasonable attorneys’ fees) incurred by Grantor as a result of injury or death of any person, damage or destruction of any property, or other liability arising from or in connection with the exercise of Grantee’s rights hereunder.

IN WITNESS WHEREOF GRANTOR and GRANTEE have hereunto set their hands and seals as of the day and year above written.

[SIGNATURES TO FOLLOW]

Signed, sealed and delivered
in the presence of:

James B. Burt
Witness

GRANTOR:

BMF IV GA EDGEWATER LLC
a Delaware limited liability company

By: Bridge Multifamily IV Holdings LLC,
a Delaware limited liability company
Its: Managing Member

By: [Signature]

Name: Jonathan P. Slager
Title: Manager

[Signature]
Notary Public [Affix seal and state date
of expiration of commission]

My Commission Expires: 3-23-2025

(NOTARY SEAL)



GRANTEE:

Sandy Springs, Georgia

By: _____

Name: _____

Title: _____

Signed, sealed and delivered this _____ day of _____, 2022 in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT A

All that tract or parcel of land, lying and being in Land Lots 31, 76 and 84, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Beginning at an iron pin found at the common corner of Land Lots 75, 76, 84 and 85, Corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in [Plat Book 104, Page 81](#), and Corner to n/f Steve and Alice Bostic and running;

1. North 89 degrees, 25 minutes, 25 seconds, West, 1,011.75 feet along the line separating Land Lots 84 and 85 and along the Northerly line of n/f Steve and Alice Bostic to an iron pin found in the Easterly Line of Lot 24 of Wildercliff, Unit II, as recorded in [Plat Book 144, Page 30](#); thence
2. North 34 degrees, 42 minutes 36 seconds West, 844.37 feet along the Northeasterly Line of Lot 24, 22 and 21 of Wildercliff, Unit II to an iron pin found; thence the next (2) courses and distances along the Northeasterly Line of Lot 21;
3. North 23 degrees, 12 minutes, 36 seconds West, 452.18 feet to a point; thence
4. North 18 degrees, 16 minutes, 07 seconds West, 210.90 feet to a point in the Easterly Line of the Chattahoochee River; thence
5. North 17 degrees, 02 minutes, 29 seconds East, 315.51 feet along the Easterly Line of the Chattahoochee River to a Point, corner to n/f Georgia Power Company (Bull Sluice), as described in [Deed Book 14570, Pages 107 through 119](#); thence
6. North 68 degrees, 58 minutes, 33 seconds East, 1,780.61 feet along the Southeasterly Line of n/f Georgia Power Company and n/f Fulton County to an iron pin found on the line separating Land Lots 84 and 76; thence
7. South 74 degrees, 14 minutes, 13 seconds East 2,885.41 feet along the Southwesterly Line of n/f Fulton County to an iron pin found, corner to n/f John w. Ellis, Jr. and the Citizens and Southern National Bank, as described in Deed Book 10428, Page 51 and 70 and shown on Surveys Prepared by Watts and Browning Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991; thence
8. South 14 degrees, 22 minutes, 50 seconds West, 753.33 feet along the Westerly Line of n/f John W. Ellis, Jr. and the Citizens and Southern National Bank and along the Westerly Line of Tract 1 to a point; thence the next (5) courses and distances and the Southwesterly, Southerly and Southeasterly Line of Tract 1;
9. Along a curve to the right, having a radius of 810.00 feet and an arc length of 312.95 feet, said curve being subtended by a chord bearing South 59 degrees, 26 minutes, 25 seconds East and having a chord length of 311.01 feet to a Point of Tangency; thence
10. South 48 degrees, 24 minutes, 44 seconds East, 45.00 feet to a Point of Curvature; thence
11. Along a curve to the left, having a radius of 135.36 feet and an arc length of 196.36 feet, said curve being subtended by a chord bearing South 89 degrees, 58 minutes, 10 seconds East and having a chord length of 179.59 feet to a Point of Tangency; thence
12. North 48 degrees, 28 minutes, 24 seconds East, 153.34 feet to a Point of Curvature; thence

13. Along a curve to the right, having a radius of 280.00 feet and an arc length of 200.90 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 34 seconds East and having a chord length of 196.62 feet to a point on the Westerly right-of-way line of Roswell Road (A.K.A S.R. #9- U.S. Route 19, Variable Right-of-Way width); thence
14. Along a curve to the left, having a radius of 1,328.24 feet and an arc length of 202.09 feet, said curve being subtended by a chord bearing South 06 degrees, 02 minutes, 44 seconds West and having a chord length of 201.89 feet along the Westerly Right-of-Way Line of Roswell Road to a point; corner to "Tract 2"; thence the next (16) courses and distances along the Northerly, Northeasterly and Northwesterly line of "Tract 2", being the Southerly line of Morgan Falls Station (Private Road Easement, Variable Width);
15. Along a curve to the left, having a radius of 80.00 feet and an arc length of 34.89 feet, said curve being subtended by a chord bearing South 67 degrees, 10 minutes, 06 seconds West and having a chord length of 34.61 feet to a Point of Tangency; thence
16. South 48 degrees, 28 minutes, 24 seconds West, 153.34 feet to a Point of Curvature; thence
17. Along a curve to the right, having a radius of 335.36 feet and an arc length of 367.96 feet, said curve being subtended by a chord bearing South 79 degrees, 54 minutes, 27 seconds West and having a chord length of 349.78 feet to a Point of Compound Curvature; thence
18. Along a curve to the right, having a radius of 135.36 feet and an arc length of 70.98 feet, said curve being subtended by a chord bearing North 50 degrees, 39 minutes, 44 seconds West and having a chord length of 70.17 feet to a Point of Tangency; thence
19. North 35 degrees, 38 minutes, 26 seconds West, 119.50 feet to a Point of Curvature; thence
20. Along a curve to the left, having a radius of 192.96 feet and an arc length of 149.83 feet, said curve being subtended by a chord bearing North 54 degrees, 38 minutes, 25 seconds West and having a chord length of 146.09 feet to a Point of Reverse Curvature; thence
21. Along a curve to the right, having a radius of 291.65 feet and an arc length of 143.31 feet, said curve being subtended by a chord bearing North 70 degrees, 51 minutes, 09 seconds West and having a chord length of 141.87 feet to a Point of Tangency; thence
22. North 48 degrees, 09 minutes, 48 seconds West, 195.74 feet to a point; thence
23. North 61 degrees, 50 minutes, 06 seconds West, 150.36 feet to a Point of Curvature; thence
24. Along a curve to the right, having a radius of 621.74. feet and an arc length of 90.06 feet, said curve being subtended by a chord bearing North 55 degrees, 00 minutes, 56 seconds West and having a chord length of 89.98 feet to a Point of Compound Curvature; thence
25. Along a curve to the right, having a radius of 212.38 feet and an arc length of 99.00 feet, said curve being subtended by a chord bearing North 38 degrees, 05 minutes, 13 seconds West and having a chord length of 98.11 feet to a Point of Tangency; thence
26. North 18 degrees, 37 minutes, 44 seconds West, 87.63 feet to a Point of Curvature; thence
27. Along a curve to the left, having a radius of 144.23 feet and an arc length of 92.89 feet, said curve being subtended by a chord bearing North 39 degrees, 06 minutes, 18 seconds West, and having a chord length of 91.29 feet to a Point of Compound Curvature; thence
28. Along a curve to the left, having a radius of 338.10 feet and an arc length of 132.25 feet, said curve

being subtended by a chord bearing North 70 degrees, 22 minutes, 21 seconds West and having a chord length of 131.41 feet to a Point of Tangency; thence

29. North 83 degrees, 35 minutes, 04 seconds West, 108.65 feet to a point; thence

30. North 85 degrees, 56 minutes, 18 seconds West, 84.92 feet to a point; thence the next (7) courses and distances along the Northwesternly Line of Tract 2;

31. South 29 degrees, 22 minutes, 48 seconds West, 94.06 feet to a Point of Curvature; thence

32. Along a curve to the right, having a radius of 225.25 feet and an arc length of 115.51 feet, said curve being subtended by a chord bearing South 41 degrees, 01 minutes, 26 seconds West and having a chord length of 114.25 feet to a Point of Tangency; thence

33. South 67 degrees, 14 minutes, 00 seconds West, 94.86 feet to a point; thence

34. South 70 degrees, 32 minutes, 36 seconds West, 108.30 feet to a point; thence

35. South 72 degrees, 26 minutes, 51 seconds West, 57.29 feet to a point; thence

36. South 00 degrees, 00 minutes, 10 seconds West 93.70 feet to a point; thence

37. South 58 degrees, 17 minutes, 50 seconds West, 1,551.20 feet to an iron pin found at the Point of Beginning.

Less and Except:

All that certain tract or parcel of land, lying and being in Land Lot 76, 17th District, Fulton County, Georgia; said tract or parcel of land being more particularly bounded and described as follows:

Commencing at an iron pin found at the common corner of Land Lots 75, 76, 84 and 85, Corner to Tract 2, Lot 39 of Unit Seven, Section "B", Princeton Square, as recorded in [Plat Book 104, Page 81](#) and Corner to n/f Steve and Alice Bostic and running North 89 degrees 25 minutes 25 seconds West, 1,011.75 feet along the line separating Land Lots 84 and 85 and along the Northerly line of n/f Steve and Alice Bostic to an iron pin found in the Easterly Line of Lot 24 of Wildercliff, Unit 11, as recorded in [Plat Book 144, Page 30](#); thence North 34 degrees 42 minutes 36 seconds West, 110.00 feet to a point; thence North 25 degrees 14 minutes 21 seconds East, 988.66 feet to a point; thence North 86 degrees 01 minutes 56 seconds East, 99.67 feet to a point; thence North 22 degrees 08 minutes 10 seconds East, 1,329.99 feet to a point; thence North 68 degrees 58 minutes 33 seconds East, 74.90 feet to an iron pin found; thence South 74 degrees 14 minutes 13 seconds East, 1,320.69 feet to a point, said point being the Point of Beginning; thence

1. South 74 degrees 14 minutes 13 seconds East, 1,564.72 feet along the Southwesterly Line of n/f Fulton County to an iron pin found, corner to n/f John W. Ellis, Jr. And the Citizens and Southern National Bank, as described in [Deed Book 10428, Page 51](#) and [70](#) and shown on surveys prepared by Watts and Browning Engineers, Inc., dated August 18, 1989, revised through January 3, 1990 and dated January 2, 1991, revised through January 15, 1991, to a point; thence

2. South 14 degrees 22 minutes 50 seconds West, 753.33 feet along the Westerly Line of n/f John W. Ellis, Jr. And the Citizens and Southern National Bank, to a point; thence

3. Along the arc of a curve to the left a distance of 100.00 feet (said arc having a radius of 810.00 feet and being subtended by a chord with a bearing of North 74 degrees 02 minutes 44 seconds West and a distance of 99.94 feet) to a point; thence

4. North 77 degrees 34 minutes 57 seconds West, 128.79 feet to a point; thence

5. North 61 degrees 50 minutes 06 seconds West, 154.26 feet to a point; thence
6. Along the arc of a curve to the right a distance of 81.36 feet (said 561.74 feet and being subtended by a chord with a bearing of North 51 seconds West and a distance of 81.29 feet) to a point; thence
7. Along the arc of a curve to the right a distance of 62.61 feet (said 152.38 feet and being subtended by a chord with a bearing of North 08 seconds West and a distance of 62.17 feet) to a point; thence
8. North 18 degrees 37 minutes 44 seconds West, 87.63 feet to a point; thence
9. Along the arc of a curve to the left a distance of 137.25 feet (said arc having a radius of 204.23 feet and being subtended by a chord with a bearing of North 39 degrees 20 minutes 20 seconds West and a distance of 134.69 feet) to a point; thence
10. Along the arc of a curve to the left a distance of 141.41 feet (said arc having a radius of 398.10 feet and being subtended by a chord with a bearing of North 69 degrees 37 minutes 34 seconds West and a distance of 140.67 feet) to a point; thence
11. North 05 degrees 38 minutes 49 seconds West, 94.01 feet to a point; thence
12. South 89 degrees 46 minutes 24 seconds West, 372.03 feet to a point; thence
13. South 36 degrees 52 minutes 22 seconds West, 29.99 feet to a point; thence
14. Along the arc of a curve to the left a distance of 124.68 feet (said arc having a radius of 255.00 feet and being subtended by a chord with a bearing of North 67 degrees 08 minutes 09 seconds West and a distance of 123.44 feet) to a point; thence
15. North 25 degrees 19 minutes 10 seconds West, 421.90 feet to a point; thence
16. North 22 degrees 50 minutes 44 seconds East, 215.00 feet to the Point of Beginning.

LEGEND

AIF ANGLE IRON FOUND
AMF ALUM. MONUMENT FOUND
BC BACK OF CURB
BSL BUILDING SETBACK LINE
CB CATCH BASIN
CBL CABLE BOX
C/L CENTERLINE
CMF CONC. MONUMENT FOUND
● CLEANOUT

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 271,575 FEET.

LEGEND:

LINE 100' DASH FOR ANGLE/L AND HORIZONTAL MEASUREMENTS.
LINE 200' DASH FOR DISTANCE MEASUREMENTS.
LINE 400' DASH FOR DISTANCE MEASUREMENTS.
LINE 800' DASH FOR DISTANCE MEASUREMENTS.
LINE 1600' DASH FOR DISTANCE MEASUREMENTS.
LINE 3200' DASH FOR DISTANCE MEASUREMENTS.
LINE 6400' DASH FOR DISTANCE MEASUREMENTS.
LINE 12800' DASH FOR DISTANCE MEASUREMENTS.
LINE 25600' DASH FOR DISTANCE MEASUREMENTS.
LINE 51200' DASH FOR DISTANCE MEASUREMENTS.
LINE 102400' DASH FOR DISTANCE MEASUREMENTS.
LINE 204800' DASH FOR DISTANCE MEASUREMENTS.
LINE 409600' DASH FOR DISTANCE MEASUREMENTS.
LINE 819200' DASH FOR DISTANCE MEASUREMENTS.
LINE 1638400' DASH FOR DISTANCE MEASUREMENTS.
LINE 3276800' DASH FOR DISTANCE MEASUREMENTS.
LINE 6553600' DASH FOR DISTANCE MEASUREMENTS.
LINE 13107200' DASH FOR DISTANCE MEASUREMENTS.
LINE 26214400' DASH FOR DISTANCE MEASUREMENTS.
LINE 52428800' DASH FOR DISTANCE MEASUREMENTS.
LINE 104857600' DASH FOR DISTANCE MEASUREMENTS.
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LINE 1677721600' DASH FOR DISTANCE MEASUREMENTS.
LINE 3355443200' DASH FOR DISTANCE MEASUREMENTS.
LINE 6710886400' DASH FOR DISTANCE MEASUREMENTS.
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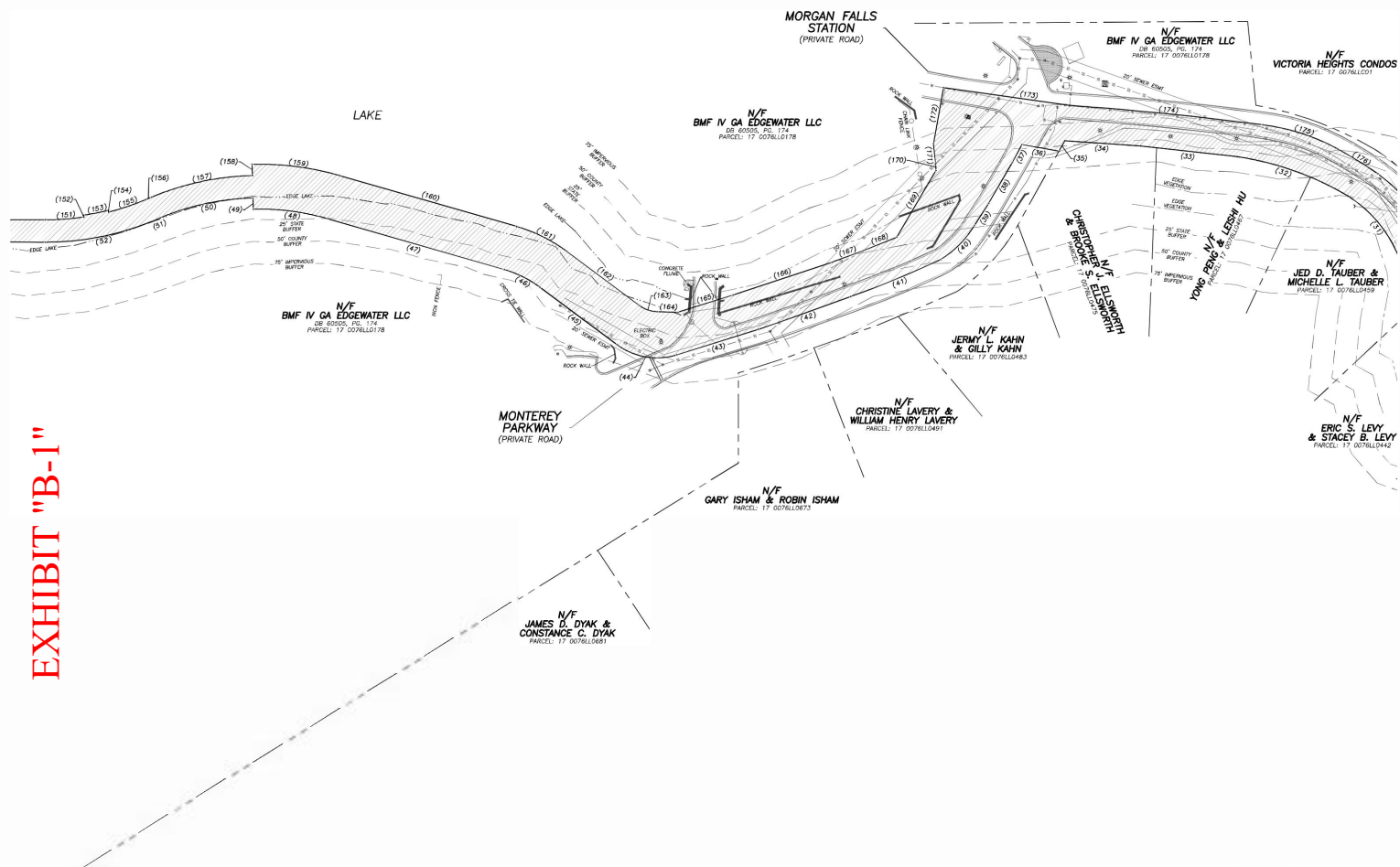
SURVEYORS' CERTIFICATE

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, including the original plat, which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY AWARD OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH ANY REGULATORY OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards of the Professional Engineers and Land Surveyors Act and the regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section

W. Shane Floyd
GA RLS #2801

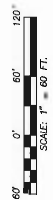
8/16/2021
DATE

EXHIBIT "B-1"



GEORGIA GRID NORTH
NAD 1983 - WEST ZONE

FLOYD
 & ASSOCIATES, INC.
 2060 BUFORD HWY., SUITE 105
 BUFORD, GEORGIA 30518
 PHONE (770) 534-6900 FAX (770) 534-0995
 LAND SURVEYING FROM #1155



CONSTRUCTION/ASSESSMENT FOR
THE PATH FOUNDATION
"MORGAN FALLS PARK CONNECTOR"
LAND LOTS 31, 75 & 84, 7th DISTRICT
CITY OF SANDY SPRINGS
FULTON COUNTY, GEORGIA

JOB NO: JG2020-103
DATE: 8/16/2021
FIELD DATE: 11/11/2020
SCALE: 1"=60FT

REVIEWS

SHEET
2 of 5

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

EXHIBIT "B"



SURVEYORS' CERTIFICATE
This plat is a re-creation of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any the property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Surveyors and as set forth in O.C.G.A. Section 15-2-62.

W. Shaine Floyd
8/16/2021
DATE

Course	Bearing	Distance
(1)	Rod: 1325.36'	A: 40.79'
	Tan: 20.40'	CA: 1'45.48"
	Chd: S 09°26'01" W	39.95'
(2)	Rod: 208.20'	A: 68.81'
	Tan: 35.24'	CA: 19'12.41"
	Chd: S 75°52'01" W	69.49'
(3)	Rod: 137.66'	A: 33.72'
	Tan: 16.95'	CA: 14'02.07"
	Chd: S 57°39'36" W	33.64'
(4)	Rod: 235.37'	A: 183.50'
	Tan: 91.53'	CA: 3'34.19"
	Chd: S 52°02'25" W	182.97'
(5)	Rod: 274.79'	A: 33.66'
	Tan: 16.85'	CA: 7'01.04"
	Chd: S 54°04'14" W	33.64'
(6)	Rod: 43.00'	A: 20.80'
	Tan: 10.61'	CA: 27'42.92" W
	Chd: S 11°11'18" W	20.80'
(7)	Rod: 34.00'	A: 46.53'
	Tan: 27.74'	CA: 78'25.09"
	Chd: S 41°02'47" W	42.99'
(8)	Rod: 276.00'	A: 31.39'
	Tan: 16.85'	CA: 33'59.21"
	Chd: S 72°42'56" W	31.39'
(9)	Rod: 116.14'	A: 40.14'
	Tan: 10.61'	CA: 16'07.09"
	Chd: N 74°10'16" W	40.09'
(10)	Rod: 268.26'	A: 72.99'
	Tan: 14.70'	CA: 15'35.24"
	Chd: N 55°53'54" W	72.77'
(11)	Rod: 450.150" W	128.05'
	Tan: 48.05'	CA: 15.04"
	Chd: N 49°05'01" W	41.03'
(12)	Rod: 339.0159" W	56.86'
	Tan: 10.61'	CA: 13.34"
	Chd: N 27°05'09" W	56.86'
(13)	Rod: 276.00'	A: 31.39'
	Tan: 16.85'	CA: 33'59.21"
	Chd: S 72°42'56" W	31.39'
(14)	Rod: 475.00'	A: 14.84'
	Tan: 7.23'	CA: 14.84'
	Chd: N 57°30'10" W	14.84'
(15)	Rod: 59°54'35" W	31.59'
	Tan: 3.03'	CA: 31.59'
(16)	Rod: 82°29'29" W	40.13'
	Tan: 72.50'	CA: 57.38"
(17)	Rod: 72.50'	CA: 57.38"
	Chd: N 74°50'03" W	55.90'
(18)	Rod: 52°09'34" W	92.23'
	Tan: 48.15'45" W	106.12'
(19)	Rod: 61°56'01" W	156.36'
	Tan: 62.174'	CA: 90.08'
	Chd: N 50°09'53" W	45.11'
(20)	Rod: 212.38'	A: 99.00'
	Tan: 50.42'	CA: 26'42.33"
	Chd: N 58°11'10" W	98.11'
(21)	Rod: 184.31' W	87.63'
	Tan: 144.23'	CA: 92.89'
	Chd: N 48°12'15" W	91.29'
(22)	Rod: 338.10'	A: 132.22'
	Tan: 66.98'	CA: 22'24.43"
	Chd: N 70°28'18" W	131.41'
(23)	Rod: 634.101" W	106.65'
	Tan: 86.98'	CA: 84.92'
	Chd: S 89°05'59" W	13.25'
(24)	Rod: 80°05'59" W	22.62'
	Tan: 22.62'	CA: 22.62'
	Chd: S 28°11'41" W	22.62'
(25)	Rod: 75.00'	A: 44.98'
	Tan: 36.16'	CA: 53°56'12"
	Chd: N 82°22'18" W	66.02'
(26)	Rod: 53°22'12" W	106.99'
	Tan: 125.00'	CA: 203°7'02"
	Chd: N 63°40'42" W	44.74'
(27)	Rod: 235.913" W	205.60'
	Tan: 276.00'	CA: 83.79'
	Chd: N 17°27'04" W	83.46'

Course	Bearing	Distance
(49)	N 01°26'58" W	12.50'
	Tan: 287.50'	CA: 106.59'
	Chd: S 33°32' W	105.99'
(50)	Rod: 312.50'	A: 124.65'
	Tan: 63.17'	CA: 22°51'17"
	Chd: S 78°44'25" W	123.83'
(51)	Rod: 89°49'57" W	111.10'
	Tan: 34.70'	CA: 162.78'
	Chd: S 78°44'25" W	265°02'1"
(52)	Rod: 347.50'	A: 162.78'
	Tan: 82.91'	CA: 265°02'1"
	Chd: S 78°44'53" W	161.30'
(53)	Rod: 63°19'42" W	304.41'
	Tan: 192.50'	CA: 180.61'
	Chd: N 89°49'57" W	174.06'
(54)	Rod: 62°54'52" W	89.60'
	Tan: 97.57'	CA: 53°45'26"
(55)	Rod: 117.50'	A: 165.33'
	Tan: 99.68'	CA: 80°37'15"
	Chd: S 76°46'31" W	152.03'
(56)	Rod: 312.50'	A: 114.02'
	Tan: 243.76'	CA: 75°54'35"
	Chd: S 74°25'11" W	384.40'
(57)	Rod: 62°54'52" W	500.71'
	Tan: 192.50'	CA: 189.41'
	Chd: N 103.17'	CA: 56.22'
(58)	Rod: 89°49'57" W	181.86'
	Tan: 103.17'	CA: 122.50'
	Chd: N 89°49'57" W	122.50'
(59)	Rod: 205.00'	A: 55.08'
	Tan: 27.71'	CA: 15°23'47"
	Chd: N 03°33'02" W	54.92'
(60)	Rod: 04°55'51" W	32.65'
	Tan: 20.00'	CA: 8.62'
	Chd: N 43°38'13" W	5.43'
(61)	Rod: 4.38'	CA: 24°42'24"
	Tan: 181.86'	CA: 181.86'
	Chd: N 20°33'33" W	5.06'
(62)	Rod: 76.30'	A: 64.66'
	Tan: 34.42'	CA: 48°33'29"
	Chd: N 04°37'33" E	62.75'
(63)	Rod: 307.18'33" E	5.43'
	Tan: 6.00'	CA: 11.55'
	Chd: N 82°01'01" W	110°19'04"
(64)	Rod: 8.62'	CA: 110°19'04"
	Tan: 8.62'	CA: 110°19'04"
	Chd: N 80°01'01" W	168.92'
(65)	Rod: 80°08'55" W	13.72'
	Tan: 0.00'	CA: 2.40'
	Chd: N 89°16'02" W	13.11'
(66)	Rod: 04°55'51" W	32.65'
	Tan: 65°26'35" W	21.53'
	Chd: N 200.39'	CA: 48.92'
(67)	Rod: 24.58'	CA: 13°59'13"
	Tan: 48.92'	CA: 13°59'13"
	Chd: N 47°05'35" W	48.80'
(68)	Rod: 57.50'	A: 47.43'
	Tan: 25.16'	CA: 47°15'39"
	Chd: N 59°14'15" W	46.10'
(69)	Rod: 167.50'	A: 164.81'
	Tan: 212.50'	CA: 74.88'
	Chd: N 01°29'00" E	74.46'
(70)	Rod: 113.42' E	71.56'
	Tan: 312.50'	CA: 19.48'
	Chd: N 132°12'29" E	19.46'
(71)	Rod: 9.74'	CA: 33°40'07"
	Tan: 132.22'	CA: 132.22'
	Chd: N 15°08'52" E	114.16'
(72)	Rod: 68°50'24" E	37.02'
	Tan: 150°08'52" W	132.53'
(73)	Rod: 287.50'	A: 17.91'
	Tan: 8.96'	CA: 3°34'07"
	Chd: S 192°12'29" W	17.90'
(74)	Rod: 11°34'56" W	71.56'
	Tan: 33.37'	CA: 20°10'51"
	Chd: S 01°29'00" W	65.70'
(75)	Rod: 08°36'56" W	13.94'
	Tan: 32.50'	CA: 28.44'
	Chd: S 53°40'41" E	12.50'
(76)	Rod: 31°15'04" E	12.50'
	Tan: 58°44'58" E	17.93'
	Chd: N 12°50' W	6.46'
(77)	Rod: 3.41'	CA: 30°31'06"
	Tan: 240°02'29" E	6.58'
	Chd: S 89°16'02" W	64.64'
(78)	Rod: 187.50'	A: 66.04'
	Tan: 18.00'	CA: 10°03'58"
	Chd: N 89°16'02" W	32.65'
(79)	Rod: 183.00'	A: 27.61'
	Tan: 185.00'	CA: 8°33'00"
	Chd: S 84°52'02" E	43.02'
(80)	Rod: 80°43'02" E	143.94'
	Tan: 2.50'	CA: 0.62'
	Chd: S 14°08'12" E	0.62'
(81)	Rod: N 85°08'46" E	115.44'

Course	Bearing	Distance
(101)	Rod: 535.00'	A: 73.74'
	Tan: 36.93'	CA: 73°53'50"
	Chd: N 89°05'41" E	73.68'
(102)	Rod: 88°57'24" E	175.90'
	Tan: 47.38'	CA: 28°43'41"
	Chd: S 72°35'33" E	91.79'
(103)	Rod: 185.00'	A: 92.76'
	Tan: 58°13'43" E	7.80'
	Chd: S 65°07'59" E	91.79'
(104)	Rod: 65.00'	A: 81.97'
	Tan: 27.46'	CA: 45°48'33"
	Chd: S 81°07'59" E	59.60'
(105)	Rod: 75°57'44" E	183.70'
	Tan: 265.00'	CA: 23.22'
	Chd: N 73°27'07" E	23.21'
(106)	Rod: 11.62'	CA: 9°01'14"
	Tan: 11.62'	CA: 9°01'14"
	Chd: N 73°27'07" E	23.21'
(107)	Rod: 275.00'	A: 223.83'
	Tan: 118.53'	CA: 46°38'08"
	Chd: N 73°27'07" E	21.71'
(108)	Rod: 85.00'	A: 96.68'
	Tan: 54.33'	CA: 69°10'16"
	Chd: N 56°53'30" E	91.55'
(109)	Rod: 89°28'38" E	41.90'
	Tan: 81°46'29" E	24.33'
	Chd: N 39°37'28" E	4.84'
(110)	Rod: 89°28'38" E	38.75'
	Tan: 89°28'38" E	38.75'
	Chd: N 89°28'38" W	74.02'
(111)	Rod: 2105.00' W	4.09'
	Tan: 68°51'24" W	68.52'
	Chd: S 24°18'22" W	41.86'
(112)	Rod: 325.80'	CA: 31°59'22"
	Tan: 157.31'	CA: 283.19'
	Chd: S 50°08'03" W	283.19'
(113)	Rod: 75°57'44" E	183.70'
	Tan: 125.00'	CA: 99.94'
	Chd: N 81°07'59" W	92.30'
(114)	Rod: 58°13'43" W	7.80'
	Tan: 125.00'	CA: 62.67'
	Chd: S 50°08'03" W	283.19'
(115)	Rod: 32.01'	CA: 28°43'41"
	Tan: 72°35'33" W	62.02'
	Chd: N 89°05'41" E	73.68'
(116)	Rod: 88°57'24" E	175.90'
	Tan: 32.79'	CA: 73°53'50"
	Chd: S 89°05'41" W	68.42'
(117)	Rod: 85°08'46" W	87.18'
	Tan: 50.00'	CA: 70.68'
	Chd: S 44°38'49" W	64.94'
(118)	Rod: 42.70'	CA: 80°59'55"
	Tan: 04°08'51" W	90.66'
	Chd: N 150.00'	CA: 41.65'
(119)	Rod: 20.95'	CA: 15°23'23"
	Tan: 03°33'02" E	41.53'
	Chd: S 76°46'31" E	12.90'
(120)	Rod: 167.50'	A: 164.81'
	Tan: 88.77'	CA: 56°22'36"
	Chd: S 39°26'13" E	188.24'
(121)	Rod: 67°37'31" E	154.75'
	Tan: 22°22'29" W	2.00'
	Chd: S 67°37'31" E	29.51'
(122)	Rod: 67°37'31" E	316.46'
	Tan: 22°22'29" W	2.00'
	Chd: S 67°37'31" E	29.51'
(123)	Rod: 267.50'	A: 380.90'
	Tan: 224.26'	CA: 75°54'35"
	Chd: N 74°50'03" W	353.65'
(124)	Rod: 362°27'54" E	70.87'
	Tan: 142.50'	CA: 200.51'
	Chd: N 120.89'	CA: 80°37'15"
(125)	Rod: 76°46'31" E	184.37'
	Tan: 62°54'52" E	9.59'
	Chd: N 27°05'09" E	5.50'
(126)	Rod: 62°54'52" E	19.00'
	Tan: 27°05'09" E	5.50'
	Chd: S 62°54'52" E	61.01'
(127)	Rod: 167.50'	A: 157.18'
	Tan: 84.50'	CA: 74°45'26"
	Chd: S 89°47'35" E	151.45'
(128)	Rod: 63°19'42" E	304.41'
	Tan: 372.62'	CA: 174°24'49"
	Chd: N 76°44'33" E	172.90'
(129)	Rod: 287.50'	A: 43.06'
	Tan: 21.57'	CA: 8°34'56"
	Chd: N 89°56'35" E	43.02'
(130)	Rod: 08°36'56" W	2.00'
	Tan: 14.20'	CA: 54°135"
	Chd: N 78°44'25" E	2.00'
(131)	Rod: 287.50'	A: 43.06'
	Tan: 21.57'	CA: 8°34'56"
	Chd: N 71°36'14" E	43.02'

Course	Bearing	Distance
(156)	N 67°18'49" E	7.68'
(157)	Tan: 312.50'	CA: 115.86'
	Chd: N 56°00' W	CA: 21°14'36"
(158)	Rod: 58.60'	CA: 115.20'
	Tan: 58.60'	CA: 115.20'
	Chd: S 82°42'56" E	98.64'
(159)	Rod: 325.00'	A: 99.02'
	Tan: 49.90'	CA: 172°24"
	Chd: S 82°42'56" E	98.64'
(160)	Rod: 73°59'13" E	205.60'
	Tan: 175.00'	CA: 62.99'
	Chd: N 31.83'	CA: 20°13'02"
(161)	Rod: 63°40'42" E	62.63'
	Tan: 53°22'12" E	101.13'
	Chd: S 70°52'50" E	21.39'
(162)	Rod: 70°52'50" E	21.39'
	Tan: 11.04'	CA: 35°01'18"
	Chd: S 70°52'50" E	21.39'
(163)	Rod: 72°41'37" E	64.65'
	Tan: 71°22'48" E	112.39'
	Chd: S 69°49'04" E	37.36'
(164)	Rod: 67°59'56" E	40.21'
	Tan: 30°54'14" E	98.19'
	Chd: S 56°50' W	CA: 77°8"
(165)	Rod: 3.89'	CA: 73°59"
	Tan: 02°04'45" W	7.77'
	Chd: N 06°01'19" W	22.64'
(166)	Rod: 10°18'06" E	63.22'
	Tan: 81°59'01" W	142.16'
	Chd: S 73°33'40" W	CA: 216.93"
(167)	Rod: 108.49'	CA: 319.45"
	Chd: S 84°17'04" E	216.90"
	Tan: 234.94'	CA: 88.69"
	Chd: S 21°37'48" W	CA: 21°37'48"
(168)	Rod: 559.56'	CA: 52.60"
	Tan: 26.32'	CA: 92°31'0"
	Chd: S 78°18'32" E	52.58'
(169)	Rod: 153.58'	CA: 104.55"
	Tan: 53.91'	CA: 34°30'46"
	Chd: S 36°51'53" E	102.97"
(170)	Rod: 203°32'02" E	16.87"
	Tan: 54.49'	CA: 58°42'
	Chd: S 29°74' W	CA: 5°55'16"
(171)	Rod: 1700°53" E	59.40'
	Tan: 104.38'	CA: 58.75"
	Chd: S 30.18'	CA: 32°15'00"
	Chd: S 29°22'36" E	57.89'
(172)		
(173)	Chd: S 87°09'07" E	38.48"
	Tan: 1.54'	CA: 13°58'0"
	Chd: S 62°01'21" E	271.79'
(174)	Rod: 389.50'	CA: 30.82'
	Tan: 15.42'	CA: 30.82'
	Chd: S 64°21'24" E	30.81"
(175)	Rod: 670.59'	CA: 30.81"
	Tan: 61.99'	CA: 30.81"
	Chd: S 58°00'05" E	58.12'
(176)	Rod: 589.00'	CA: 36.02"
	Tan: 58.00'	CA: 36.02"
	Chd: S 58°00'49" E	36.02"
(177)	Rod: 1031.57'	CA: 33.94'
	Tan: 16.74'	CA: 33.94'
	Chd: S 54°59'13" E	33.94'
(178)	Rod: N 34°48'35" E	31.94'
	Tan: 16.86'	CA: 13°58'0"
	Tan: 10.51'	CA: 63°52'04"
	Chd: N 66°52'33" E	17.84'
(179)	Rod: 1448.48'	CA: 52.30'
	Tan: 26.26'	CA: 52.30'
	Chd: S 72°56'46" E	52.29"
(180)	S 51°04'01" E	92.84'
	Tan: 58.08'	CA: 92.84'
	Chd: S 72°56'46" E	52.29"
(181)	Rod: 172.96'	CA: 137.19'
	Tan: 72.43'	CA: 452.46"
	Chd: S 82°26'56" E	137.19'
(182)	Rod: 2026.56' W	43.33'
	Tan: 244.60' W	43.33'
	Rod: 135.36'	CA: 81.20'
	Tan: 41.86'	CA: 81.20'
	Chd: N 63°53'30" E	79.99"
(183)	Rod: N 48°22'22" E	153.33"
(184)	Tan: 36.50'	CA: 154.53"
	Chd: S 89°01'41" E	CA: 154.53"
(185)	Tan: 18.41'	CA: 18.02"
	Tan: 10.45'	CA: 59°11'24"
(186)	Chd: S 63°15'53" E	CA: 20°13'02"
(187)	Tan: 215.82'	CA: 74.12'
	Tan: 37.43'	CA: 194°30'
(188)	Chd: S 82°31'44" E	CA: 74.12'
(189)	Rod: 29.20'	CA: 36.82'
	Tan: 21.31'	CA: 72°15'29"
	Chd: S 74°75'05" E	36.82'
(190)	Rod: 279.27'	CA: 0.84'
	Tan: 0.42'	CA: 0°10'24"
	Chd: S 84°13'33" E	CA: 0°10'24"

**STATE OF GEORGIA
COUNTY OF FULTON**

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PERMANENT EASEMENT AND A TEMPORARY EASEMENT ON PROPERTY LOCATED AT 7600 ROSWELL ROAD, LYING IN LAND LOT 76 IN THE 17TH DISTRICT, FULTON COUNTY, CITY OF SANDY SPRINGS, GEORGIA (TAX ID# 17-0076 - LL-017-8); AUTHORIZING AGREEMENTS EFFECTUATING SAME; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS

WHEREAS, on October 15, 2019, the City of Sandy Springs (“City”) adopted a Trail Master Plan to guide future capital program priorities; and

WHEREAS, Segment 2A was identified in the Trail Master Plan as one of the segments within the 10-year Implementation Strategy; and

WHEREAS, Segment 2A will begin at Overlook Park, following along Morgan Falls Road as a greenway trail to the Chattahoochee River, crossing through Georgia Power Company and Fulton County property, heading eastward through Bridge Properties’ parcel, connecting around Orkin Lake and along Cimarron Parkway, and terminating at Roswell Road; and

WHEREAS, Segment 2A will cross certain property located at 7600 Roswell Road, known as the Edgewater Apartment property, in Land Lot 76 of the 17th District, Fulton County, City of Sandy Springs, Georgia (Tax Id# 17-0076 – LL-017-8) (“Property”), and owned by BMF IV GA Edgewater LLC (“Owner”); and

WHEREAS, construction of Segment 2A requires acquisition of approximately 4.5 acres of permanent easement and approximately 7.25 acres of temporary easement (“Easement Rights”) from the Owner of the Property; and

WHEREAS, the Owner of the Property has agreed to donate the required Easement Rights to the City to construct Segment 2A; and

WHEREAS, the attached Permanent Easement Agreement and Temporary Easement Agreement (“Agreements”) have been prepared to effectuate the transfer of such Easement Rights; and

WHEREAS, the Department of Recreation and Parks, in response to the guidance provided by the City Manager, has reviewed this matter and recommends that Mayor and Council accept the Easement Rights and further recommends that the City enter into the Agreements with the Owner at no cost to the City for the Easement Rights on the Property;

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

1. That the Easement Rights are hereby accepted on property located at 7600 Roswell Road in Land Lot 76 of the 17th District, Fulton County, City of Sandy Springs, Georgia.
2. That the Agreements are hereby approved.

3. That the Mayor is hereby authorized to execute the Agreements.
4. That the City Attorney and the City Manager are hereby authorized to make such minor revisions to the Agreements as may be deemed necessary to effectuate the intent of this resolution.
5. That the City Attorney and the City Manager are hereby authorized to take such other actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this 19th day of April, 2022.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: March 29, 2022 Submission for the April 19, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Authorize an Indemnification, Maintenance, and Land Use Agreement for Private Improvement with Fulton County on Property Lying in Land Lot 76 in the 17th District, Fulton County, Sandy Springs, Georgia (Tax ID# 17-0076- LL-017-8) and to Authorize the Mayor to Execute Same

Recommendation:

Staff recommends that the Mayor and City Council approve the attached resolution authorizing an Indemnification, Maintenance, and Land Use Agreement for Private Improvement ("Agreement") on property lying in Land Lot 76 in the 17th District, Fulton County, Georgia ("Property"). The Agreement is between Fulton County ("County") and the City of Sandy Springs ("City"). Staff further recommends that the Mayor and City Council authorize the Mayor to execute the Agreement.

Background:

On October 15, 2019, the City adopted a Trail Master Plan to guide future capital program priorities. Segment 2A was identified in the Trail Master Plan as one of the segments within the 10-year Implementation Strategy. Segment 2A will begin at Overlook Park, follow along Morgan Falls Road as a greenway trail to the Chattahoochee River, cross through Georgia Power Company and Fulton County property, head eastward through a parcel owned by Bridge Properties, connect around Orkin Lake and along Cimarron Parkway, and terminate at Roswell Road.

Segment 2A will cross property owned by BMF IV GA Edgewater LLC ("Owner"). The City's proposed project must enter into and cross over existing sanitary sewer easements that the County possesses and maintains on the Property. Those easements can be found and recorded in Deed Book No. 6035; Page 392 and Deed Book No. 61650; Pages 18-22. The attached Agreement lays out the conditions that have been reviewed by legal staff for both the City and County.

Discussion:

Pursuant to the Agreement, the County grants the City a license to enter a portion of its Easements to construct, repair, and replace, from time to time as may be needed, certain improvements to construct Segment 2A on the Property. Such improvements are at the City's sole cost and responsibility. Separate Permanent Easement and Temporary Easement Agreements have been reached with the Owner and will be presented to the Mayor and City Council in a separate agenda item.

Financial Impact:

There is no exchange of funds for this Agreement. Sufficient funding is available in Capital Project P2201 to construct Segment 2A.

Alternatives:

This Agreement is required in order to deliver Segment 2A as designed. The City Council could decline to approve the attached resolution and provide further direction to staff.

Review:

Erika Sherman, Administrative Asst.	Created/Initiated - 4/11/2022
Michael Perry, Director of Recreation and Parks	Approved - 4/11/2022
Kristin Byars Smith, Assistant City Manager	Approved - 4/11/2022
Toni Carlisle, Interim Finance Director	Approved - 4/13/2022
Kathy Williams, Staff Attorney	Approved - 4/13/2022
Eden Freeman, City Manager	Final Approval - 4/15/2022

Attachments:

1. Segment Easements Map
2. Fulton County Agreement
3. Resolution

Morgan Falls
Overlook Park

GA Power

Edgewater

Steel Canyon
Golf Club

Morgan Falls
Athletic Fields

Orkin Lake

- Edgewater Permanent Easement
- GA Power Property Easement
- Temporary Easement
- Fulton Sanitary Sewer Encroachment Areas
- GA Power Encroachment Easement
with Edgewater Permanent Easement

0 500 1,000 US Feet
0 0.05 0.1 0.2 Miles



INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, between CITY OF SANDY SPRINGS a political subdivision of the State of Georgia within Fulton County, Georgia, its successors, affiliates and assigns, as Indemnitor (hereinafter, as “City”), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, “the County”).

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Fulton County grants City, “the License” to enter within a portion of its sanitary sewer easements as referenced in and recorded at Deed Book 6035; Page 392 and Deed Book 61650; Pages 18-22 of Fulton County, Georgia records, as more fully described in Exhibit “A” which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain improvements (“Trail Improvements”) at its sole cost and responsibility as same is more fully described in Exhibit “A”.
2. With respect to this License, City shall install and construct the Trail Improvements in a manner which complies with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. City will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Trail Improvements.
3. This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County. The County shall provide at least thirty (30) days’ written notice prior to terminating this License.
4. City may terminate this License and Agreement by written notice to the County and shall remove the Trail Improvement at its sole costs and return the area to its natural vegetative state.
5. City shall perform all work on the Trail Improvements in a good and workmanlike manner and in compliance with all applicable governmental, laws, ordinances, and regulations.
6. Fulton County personnel and /or agents shall have free access to and across the Trail Improvements to perform routine maintenance and any emergency repairs to the existing public improvements when needed to protect the health, safety and general welfare of the public.
7. City shall be solely responsible for the maintenance, repair and replacement of the Trail Improvements and the County grants City a right of access in order to carry out these obligations.
8. Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least ten (10) days’ notice to City, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, City must cure all defects specified by the County in its notice, such defects being reasonably determined to exist by the County, and within the time reasonably specified by the County.

Failure on the part of City to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, after ten (10) days' notice the County may, but shall not be required to, cure any such defect at the sole cost and expense of City. The County may, after thirty (30) days' notice, elect to terminate the License at will and remove the Trail Improvements without liability for loss or damage for such removal. Fulton County shall remove the Trail Improvements so as not to damage other portions of City's property and is granted a right of entry by City on the other portions of City's property to effectuate the repair, if necessary.

9. To the fullest extent allowable by law, City hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused solely by the negligent act, negligent omission or willful misconduct of City, its employees, subcontractors, or assigns in the performance of this License or Agreement. City, further warrants that it possesses the right to implement the Trail Improvements from the full and true owner who has clear title to the property in which the Trail Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.
10. City agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Trail Improvements. After 10 days' notice, at its election the County may repair or replace the damaged utility and assess all costs against City.
11. This License and Agreement shall be binding upon City, its assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
12. This License and Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.
13. All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6th. Floor
Atlanta, GA. 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

CITY: City of Sandy Springs
Kerry E. Missel, Land Administration Manager
1 Galambos Way
Sandy Springs, GA 30328

IN WITNESS WHEREOF, the parties have executed this Agreement at
Atlanta, Georgia, as of the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)

Attest:

FULTON COUNTY, GEORGIA

Clerk of the Commission

By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

David E. Clark, P.E., Director
Department of Public Works

County Attorney

MATCHLINE STA 4+50
SEE SHEET CP-01

CHATTAHOOCHIE RIVER

EXISTING FLOOD
LINE ZONE "AE"
ELEV. 812

N/F
BMF IV GA EDGEWATER LLC
DB 6055, PG. 174
PARCEL 17 0078L0178

STA 60+32.67
HDD EXIT POINT
N 1441867.21
E 2231296.24

STA 60+39.36
30"x20" TEE w/ ISOLATION
PLUG VALVE AND
RESTAINED PLUG
N 1441867.18
E 2231302.93

STA 60+49.35
30"x24" REDUCER
N 1441867.14
E 2231312.92

FULTON COUNTY FORCE MAIN
PERMANENT EASEMENT (WIDTH VARIES)

EXIST. 24" DR11 HDPE
FULTON COUNTY FORCE MAIN

STA 62+89
3" CAY ASSEMBLY
N 1441863.53
E 2231552.08

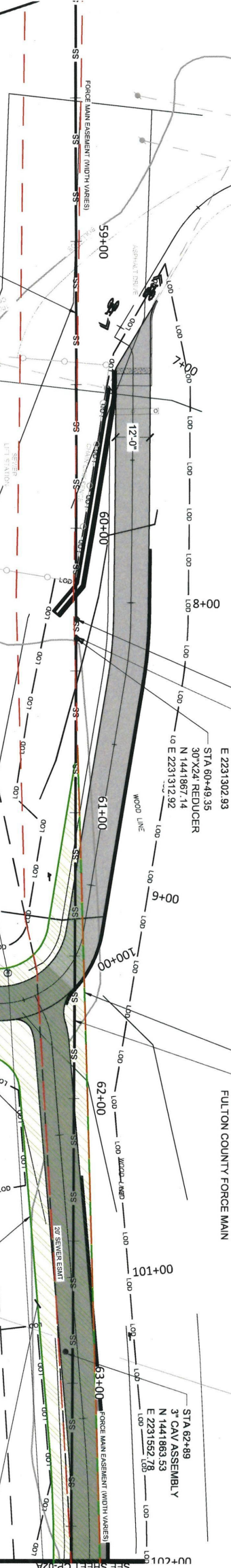


EXHIBIT "A"

SHEET NOTES:
1. CONTRACTOR TO FIELD VERIFY LOCATION OF
FORCE MAIN PRIOR TO CONSTRUCTION

LEGEND
PERMANENT TRAIL AREA

EXISTING FLOOD
LINE ZONE "A"

EXISTING FLOOD
LINE ZONE "A"

N/F
BMF IV GA EDGEWATER LLC
DB 6055, PG. 174
PARCEL 17 0078L0178

11+00

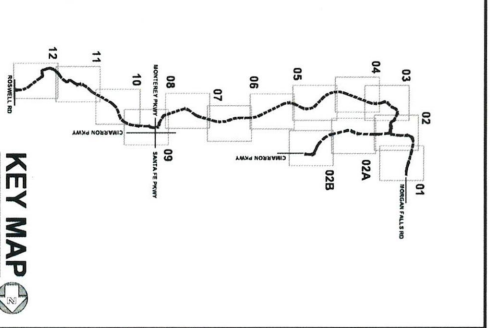
LAKE

MATCHLINE STA 11+25
SEE SHEET CP-03



KAIZENCOLLABORATIVE
2385 MAIN STREET | TUCKER, GEORGIA 30084 | 404.239.2521
CHARLES M. ABBOTT JR., P.E.
DESIGN ENGINEER LEVEL II CERTIFICATION
GSWCC # 000004168 EXPIRES: 04/13/2022
CHUCK.ABBOTT@KAIZENCOLLABORATIVE.COM
O: 404-239-2521

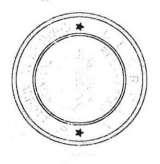
EPATH FOUNDATION
PO BOX 14327 ATLANTA, GA 30324
24 HOUR CONTACT: JONATHAN NICHOLS
575.555.1000
O: 404-875-7284 x 5 C: 404-433-1980



DATE	DESCRIPTION
05/14/2021	ISSUE FOR PERMIT
08/20/2021	ISSUE FOR BID - REVIEW
11/17/2021	REV. FC - COMM DEV - EPS COMMENTS
12/10/2021	ISSUE FOR BID

PROJECT #	2020 - 209
PROJECT MANAGER	CMA

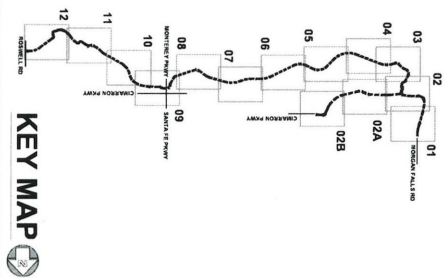
MORGAN FALLS
CONNECTOR PHASE 2A
EDGEWATER APARTMENTS
SANDY SPRINGS, GA



FULTON COUNTY
ENCROACHMENT EXHIBIT
SCALE 1"=20'-0"
DATE DECEMBER 10, 2021
SHEET # FCEE-02

KAIZENCOLLABORATIVE
2390 MAIN STREET | TUCKER, GEORGIA 30084 | 404.239.2521
CHARLES M. ABBOTT JR., P.E.
DESIGN ENGINEER LEVEL II CERTIFICATION
GSWCC # 000004168 EXPIRES: 04/13/2022
CHUCK.ABBOTT@KAIZENCOLLABORATIVE.COM
O: 404-239-2521

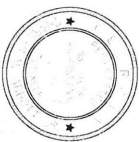
IPATH
FOUNDATION.org
PO BOX 14327 ATLANTA, GA 30324
24 HOUR CONTACT - JONATHAN MCGAIG
E: JONATHAN@IPATHFOUNDATION.ORG
O: 404-979-7284 F: 5 O: 404-439-1980



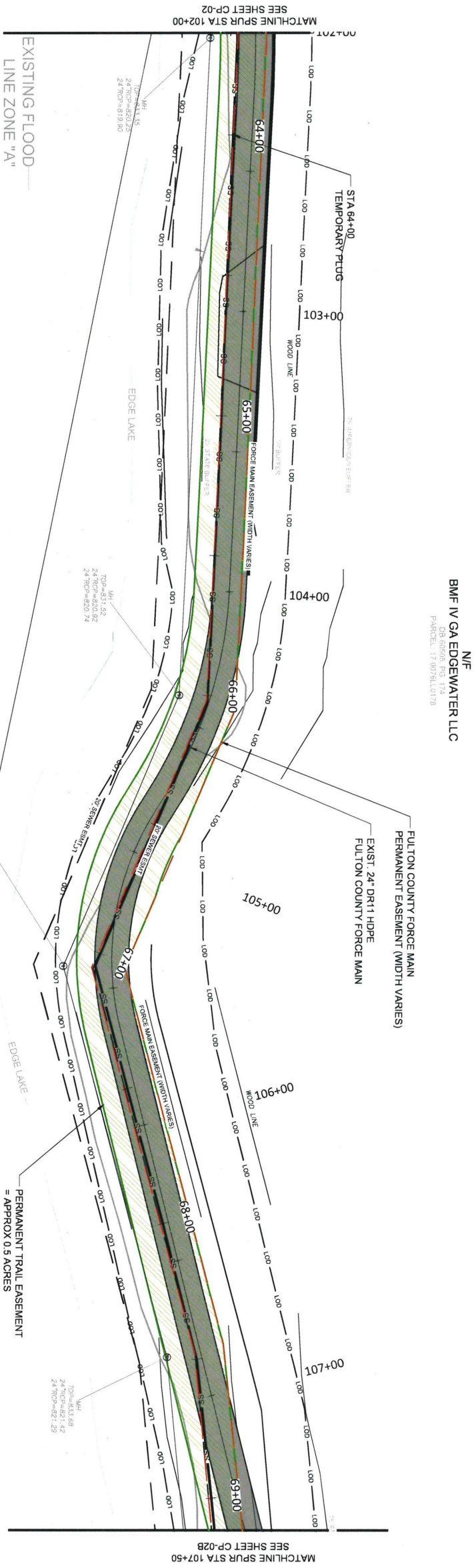
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05/14/2021	ISSUE FOR PERMIT
08/20/2021	ISSUE FOR BID - REVIEW
11/17/2021	REV. FC - COMM DEV - EPO COMMENTS
12/10/2021	ISSUE FOR BID

PROJECT #	2020 - 209
PROJECT MANAGER	CMA

**MORGAN FALLS
CONNECTOR PHASE 2A
EDGEWATER APARTMENTS**
SANDY SPRINGS, GA



**FULTON COUNTY
ENCROACHMENT EXHIBIT**
SCALE 1"=20'-0"
DATE DECEMBER 10, 2021
SHEET # **FCEE-02A**



N/F
BWF IV GA EDGEWATER LLC
DB R0906 PG 174
PARCEL 17 007RL0178

SHEET NOTES:
1. CONTRACTOR TO FIELD VERIFY LOCATION OF
FORCE MAIN PRIOR TO CONSTRUCTION

LEGEND
PERMANENT TRAIL AREA

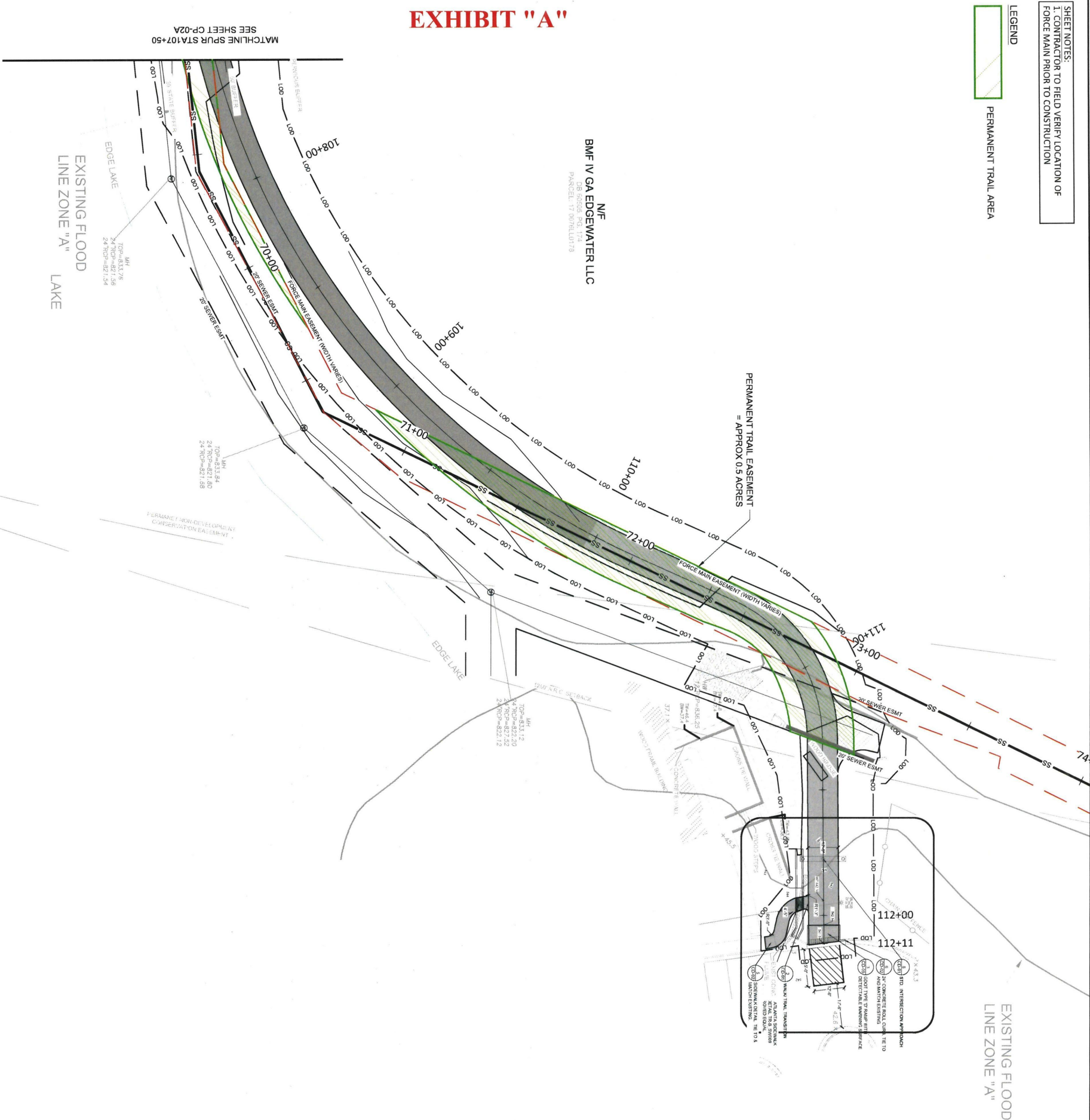


SHEET NOTES:
1. CONTRACTOR TO FIELD VERIFY LOCATION OF
FORCE MAIN PRIOR TO CONSTRUCTION

LEGEND

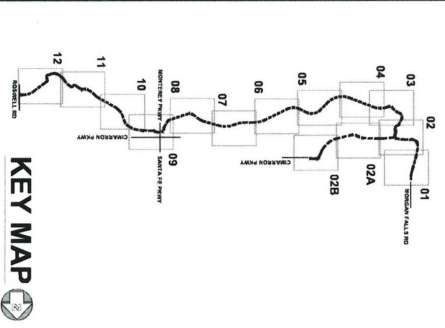


EXHIBIT "A"



KAIZENCOLLABORATIVE
2380 MAIN STREET | TUCKER, GEORGIA 30084 | 404.239.2521
CHARLES M. ABBOTT JR., P.E.
DESIGN ENGINEER LEVEL II CERTIFICATION
GSNCC #00000458 EXPIRES 04/12/2022
CHUCK.ABBOTT@KAIZENCOLLABORATIVE.COM
O: 404-239-2521

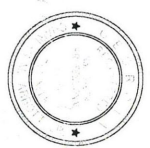
IPATH FOUNDATION.ORG
PO BOX 143277 ATLANTA, GA 30324
24-HOUR CONTACT - JONATHAN MCANG
E: JONATHAN@IPATHFOUNDATION.ORG
O: 404-875-7264 x 3 C: 404-433-1900



DATE	DESCRIPTION
05/14/2021	ISSUE FOR PERMIT
08/20/2021	ISSUE FOR BID - REVIEW
11/17/2021	REV. FC - COMM. DEV. - EPO COMMENTS
12/10/2021	ISSUE FOR BID

PROJECT # 2020 - 209
PROJECT MANAGER CMA

**MORGAN FALLS
CONNECTOR PHASE 2A
EDGEWATER APARTMENTS
SANDY SPRINGS, GA**



**FULTON COUNTY
ENCROACHMENT EXHIBIT**
SCALE 1"=20'-0"
DATE DECEMBER 10, 2021
SHEET # **FCEE-02B**

**STATE OF GEORGIA
COUNTY OF FULTON**

A RESOLUTION AUTHORIZING AN INDEMNIFICATION, MAINTENANCE, AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT WITH FULTON COUNTY ON PROPERTY LYING IN LAND LOT 76 IN THE 17TH DISTRICT, FULTON COUNTY, SANDY SPRINGS, GEORGIA (TAX ID# 17-0076- LL-017-8) AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on October 15, 2019, the City of Sandy Springs (“City”) adopted a Trail Master Plan to guide future capital program priorities; and

WHEREAS, Segment 2A was identified in the Trail Master Plan as one of the segments within the 10-year Implementation Strategy; and

WHEREAS, Segment 2A will begin at Overlook Park, following along Morgan Falls Road as a greenway trail to the Chattahoochee River, crossing through Georgia Power Company and Fulton County property, heading eastward through Bridge Properties’ parcel, connecting around Orkin Lake and along Cimarron Parkway, and terminating at Roswell Road; and

WHEREAS, Segment 2A will cross certain property located at 7600 Roswell Road, known as the Edgewater Apartment property, in Land Lot 76 of the 17th District, Fulton County, City of Sandy Springs, Georgia (Tax Id# 17-0076 – LL-017-8) (“Property”), and owned by BMF IV GA Edgewater LLC (“Owner”); and

WHEREAS, Segment 2A must enter into and cross over existing sanitary sewer easements that Fulton County possesses and maintains on the Property (“Easements”); and

WHEREAS, Fulton County desires to grant to the City a license to enter a portion of its Easements to construct, repair and replace, from time to time as may be needed, certain improvements for construction of the Segment on the Property, at the City’s sole cost and responsibility, pursuant to the attached Indemnification, Maintenance, and Land Use Agreement for Private Improvement (“Agreement”); and

WHEREAS, the Department of Recreation and Parks, in response to the guidance provided by the City Manager, has reviewed this matter and recommends that Mayor and Council approve the Agreement with Fulton County for the license described above, and to authorize the Mayor to execute the same;

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

1. That the Agreement is hereby approved.
2. That the Mayor is hereby authorized to execute the Agreement.
3. That the City Attorney and the City Manager are hereby authorized to make such minor revisions to the Agreement as may be deemed necessary to effectuate the intent of this resolution.

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

RESOLVED this 19th day of April, 2022.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: March 22, 2022 Submission for the April 19, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Authorize a First Amendment to the Lease Agreement between Georgia Power Company and the City of Sandy Springs for Certain Property Located at Land Lot 84, 17th District, Fulton County, Georgia, and Being More Particularly Described and/or Depicted in the Original Lease and the Amendment and to Authorize the City Manager to Execute Same

Recommendation:

Staff recommends that the Mayor and City Council approve the attached resolution approving a First Amendment ("Amendment") to the Agreement ("Original Lease") between Georgia Power Company ("GPC") and the City of Sandy Springs ("City") for certain property owned by GPC at Morgan Falls lying in Land Lot 84 in the 17th District, Fulton County, Georgia ("Property"). The purpose of the Amendment is to allow for the construction and operation of a trail through a portion of the Property, as well as additional property owned by GPC.

Background:

On October 15, 2019, the City adopted a Trail Master Plan to guide future capital program priorities. Segment 2A was identified in the Trail Master Plan as one of the segments within the 10-year Implementation Strategy. Segment 2A will begin at Overlook Park, follow along Morgan Falls Road as a greenway trail to the Chattahoochee River, cross through Georgia Power Company and Fulton County property, head eastward through a parcel owned by Bridge Properties, connect around Orkin Lake and along Cimarron Parkway, and terminate at Roswell Road. As planned, the Segment will cross the Edgewater Apartment development, the Fulton County water and sewer property, and the Property that is the subject of this agenda item, owned by GPC.

The City and GPC entered into the Original Lease for the Property on April 18, 2011 to provide for river access and a dog park to serve the citizens of the City. Segment 2A will be constructed over portions of the Property within the Original Lease and additional GPC property along the Morgan Falls Road to Overlook Park ("Additional Property").

Discussion:

The City's use of portions of the Property within the Original Lease as well as the Additional Property are required for construction of Segment 2A as designed. Such use is provided for in the Amendment and will allow the City to construct the segment on the Property and on the Additional Property.

Financial Impact:

There is no exchange of funds for this Amendment. Sufficient funding is available in Capital Project P2201 to construct Segment 2A.

Alternatives:

This Agreement is required in order to deliver Segment 2A as designed. City Council could decline to approve the attached resolution and provide staff with further direction.

Review:

Kristin Byars Smith, Assistant City Manager	Created/Initiated - 4/11/2022
Michael Perry, Director of Recreation and Parks	Approved - 4/11/2022
Kristin Byars Smith, Assistant City Manager	Approved - 4/11/2022
Kathy Williams, Staff Attorney	Approved - 4/11/2022
Toni Carlisle, Interim Finance Director	Approved - 4/13/2022
Eden Freeman, City Manager	Final Approval - 4/15/2022

Attachments:

1. First Amendment to Lease
2. Resolution

FIRST AMENDMENT TO LEASE AGREEMENT (Ground Lease)

THIS FIRST AMENDMENT TO LEASE AGREEMENT (Ground Lease) (the “**First Amendment**”) is made and entered into as of April __, 2022, by and among GEORGIA POWER COMPANY, a Georgia corporation (“**Lessor**”), and CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation of the State of Georgia (“**Lessee**”).

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement (Ground Lease) dated April 19, 2012, to be effective January 1, 2011 (the “**Original Lease**”), pertaining to certain property located at Land Lot 84, 17th district, Fulton County, Georgia, and being more particularly described and/or depicted in the Original Lease; and

WHEREAS, Lessee now desires to construct and operate a trail through a portion of the Premises as described and depicted on Exhibit “A” to the Original Lease, as well as additional property owned by Lessor; and

WHEREAS, Lessor and Lessee desire to enter into this First Amendment for the purpose of evidencing their mutual understanding and agreement as set forth below.

NOW, THEREFORE, for and in consideration of the premises hereto, the keeping and performance of the covenants and agreements hereinafter contained, and for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything to the contrary set forth in the Original Lease, Lessor and Lessee hereby agree as follows:

1. Terms used herein and denoted by their initial capitalization have the meanings set forth in the Lease unless specifically indicated herein to the contrary. In the event of any conflict or inconsistency between the terms and conditions of this First Amendment and of the Original Lease, the terms and conditions of this First Amendment will govern and control.

2. The Original Lease is hereby modified to incorporate the attached First Amendment **Exhibit A** as the Exhibit “A” to the Original Lease – adding additional property to the definition of “**Land**.”

3. The Original Lease is hereby modified to add Paragraph 3(f) below:

(f) On a portion of the Premises, Lessee intends to construct, and after construction is completed, operate a trail (hereinafter the “**Trail**”), as more particularly described and depicted with the plans and specifications included as Exhibit “C”, through portions of the Premises. With respect to the Trail, Lessee will comply with all operational and security measures shown on Exhibit “D” and shall construct and operate the Trail in a way that has no impact on the business operations of Lessor. After construction of the Trail is completed, Lessee shall provide Lessor with final as-built drawings depicting the final changes to the Premises. Such drawings may be submitted by Lessor to the Federal Energy Regulatory Commission (“**FERC**”) in the event that copies of such drawings are required or requested by FERC.

It is expressly acknowledged and agreed that Lessor shall neither be responsible for any security measures or maintenance obligations, nor incur any liability resulting from the construction, operation, or use of the Trail unless due to Lessor’s use of or access to the

Trail, and Lessor will have access to the Trail at all times during and after construction of the Trail is completed. Except in the event of an emergency situation, Lessor shall use reasonable efforts to provide written notice to Lessee at least five (5) days prior to accessing the Trail if said access will cause temporary closure or impaired use of the Trail. Lessor shall exercise due care and provide adequate safety measures, including, but not limited to, signage/warnings to the extent Lessor's access to the Trail causes aforementioned temporary closures or impaired use. In the event that Lessor's access of the Trail necessitates temporary closure or impaired use, Lessor's written notice to Lessee will provide an estimate of the time in which the Trail must remain closed, or its use impaired. Lessor will make every reasonable effort to promptly communicate changes to the estimated amount of time that the Trail will be closed or impaired.

Notwithstanding anything to the contrary set forth herein or in the Original Lease, Lessor shall have the right to terminate Lessee's use of the Trail in the event that (a) Lessee fails to cure a violation of the terms of the lease within fifteen (15) days after Lessor has provided written notice of such violation to Lessee, or (b) Lessor determines, in its good faith judgment, that Lessor needs to utilize some or all of the portion of its property occupied by the Trail for a business purpose, such as the construction of a transmission line, distribution line, electrical substation, or similar use. If Lessee fails to cure a violation within fifteen (15) days of receiving written notice of such violation, or if Lessor makes the determination contemplated in subsection (b) of the preceding sentence, Lessor may terminate Lessee's use of the Trail by giving not less than thirty (30) days' written notice of termination to Lessee. In the event of such termination, Lessee shall cease its use of the Trail on or before the date set forth in such written notice of termination from Lessor. All structures associated with the Trail (signage, fencing, fence posts, etc.) will be removed at the expense of Lessee on or before the date sixty (60) days after the date Lessee is to cease such use in accordance with this Paragraph 3(f). Lessee shall repair all damage caused by such removal and restore the Premises to good order and condition as deemed acceptable by Lessor. This provision shall not affect either parties' ability to terminate the lease pursuant to the Original Agreement, provided that Lessor shall not exercise its right to terminate the lease in order to circumvent the requirements set forth in this paragraph. Lessor shall exercise good faith in regard thereto.

4. The Original Lease is hereby modified to incorporate the attached First Amendment **Exhibit C** as the **Exhibit "C"** to the Original Lease.

5. The Original Lease is hereby modified to incorporate the attached First Amendment **Exhibit D** as the **Exhibit "D"** to the Original Lease.

6. Notwithstanding anything to the contrary in the Original Lease, information and/or requests with respect to Alterations, including the installation of the Trail and/or future operational or structural changes to the Trail or the Premises, must be submitted to Georgia Power's Hydro Compliance Coordinator at the following address, in addition to the notice address provided in Section 14 of the Original Lease:

Georgia Power Company
Attn: Joey Charles, Hydro Compliance Coordinator
241 Ralph McGill Blvd NE – BIN 10151
Atlanta, Georgia 30308

7. Without limiting any terms or conditions of the Original Lease, including without limitation, the right to terminate under Section 4 of the Original Lease, the obligation to comply with

applicable laws, ordinances, statutes, rules and regulations under Section 6 of the Original Lease, and the right of Lessor to grant or withhold consent to Alterations in Lessor's sole discretion under Section 7 of the Original Lease, it is expressly acknowledged and agreed that Lessor's consent to any Alterations to, or use of, the Premises is expressly conditioned upon compliance with applicable Federal Energy Regulatory Commission rules, regulations and orders, and Lessor expressly reserves to the right to revoke consent to any Alterations to, or use of, the Premises to the extent necessary to comply with applicable existing or future Federal Energy Regulatory Commission rules, regulations and orders. Lessor expressly reserves the right to consult with the Federal Energy Regulatory Commission regarding any Alterations to, or use of, the Premises.

8. Except as expressly modified by this First Amendment, the Lease shall remain in full force and effect, and is expressly ratified and confirmed by the parties hereto. The terms of this First Amendment shall supersede and control over any conflicting or contrary terms in the Original Lease. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. A telecopy or electronic format (including without limitation a .PDF file transmitted by email) of an executed counterpart shall constitute an original. The executed signature pages of any counterpart hereof may be appended or attached to any other counterpart hereof, and, provided that all parties hereto shall have executed a counterpart hereof, this First Amendment shall be valid and binding upon the parties notwithstanding the fact that the execution of all parties may not be reflected upon any one single counterpart. This First Amendment shall be governed by and construed in accordance with the laws of the State of Georgia and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[remainder of page intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to be duly authorized, executed and delivered as of the day and year first above written.

Lessor:

GEORGIA POWER COMPANY, a
Georgia corporation

By: _____
Name: _____
Its: _____

Lessee:

CITY OF SANDY SPRINGS, a municipal
corporation of the State of Georgia

By: _____
Name: _____
Its: _____

[Signature Page to First Amendment]

Exhibit A

Land



Exhibit C

Trail Description

[Drawing / Specification Set]

Exhibit D

Trail Operations and Security

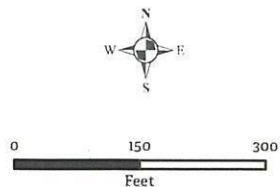
Lessee shall comply with the following operational and security aspects after construction of the Trail is completed:

1. The Trail will be clearly signed as open for public use from 7:00 A.M. until dusk each day.
2. At dusk each evening, an employee of Lessee will enter the Premises to clear all trail visitors and vehicles from the property. If anyone should fail to leave at this time, Sandy Springs Police Department will be notified, and an officer will respond accordingly.
3. Any unattended vehicles will be locked in the Trail and an informational note will be placed on the vehicle with instructions on how to exit the property.
4. Lessee will coordinate to have a security camera provided at the main entrance gate of the Trail.
5. Lessee will coordinate with Sandy Springs Police Department to provide routine patrols through the parking lots along the Trail and regular patrols along the Trail by the bike patrol unit.
6. Lessee will provide all maintenance and repair for the entire Trail using both Lessee staff and Lessee-approved contractors.
7. Lessee will coordinate weekly mowing and trimming of natural areas and daily trash pickup and trash removal along the Trail.
8. Any vehicles left on the Trail after-hours will be allowed to exit upon a call from Lessee to Lessor, at which time Lessor will open the gate to allow the vehicle to exit.



NOT BASED ON ACTUAL FIELD SURVEY DATA

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- Land Leased for Trail
- Land Leased for Dog Park
- GPC Property

City of Sandy Springs-Path
Morgan Falls Dam
Morgan Falls Rd, Sandy Springs, GA 30350
Exhibit A

Land Lots 83 and 84, 17th District
Fulton County

**STATE OF GEORGIA
COUNTY OF FULTON**

A RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN GEORGIA POWER COMPANY AND THE CITY OF SANDY SPRINGS FOR CERTAIN PROPERTY LOCATED AT LAND LOT 84, 17TH DISTRICT, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AND/OR DEPICTED IN THE ORIGINAL LEASE AND THE AMENDMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, on October 15, 2019, the City of Sandy Springs ("City") adopted a Trail Master Plan to guide future capital program priorities; and

WHEREAS, Segment 2A was identified in the Trail Master Plan as one of the segments within the 10-year Implementation Strategy; and

WHEREAS, Segment 2A will begin at Overlook Park, following along Morgan Falls Road as a greenway trail to the Chattahoochee River, crossing through Georgia Power Company and Fulton County property, heading eastward through Bridge Properties' parcel, connecting around Orkin Lake and along Cimarron Parkway, and terminating at Roswell Road; and

WHEREAS, Segment 2A will cross certain property owned by Georgia Power Company ("GPC") at Morgan Falls lying in Land Lot 84 in the 17th District, Fulton County, Sandy Springs, Georgia ("Property"); and

WHEREAS, the City and GPC entered into a Lease Agreement for the Property on April 18, 2011 ("Original Lease") to provide for river access and a dog park to serve the citizens of the City; and

WHEREAS, Segment 2A will be constructed over portions of the Property covered by the Original Lease and over additional GPC property along the Morgan Falls Road to Overlook Park ("Additional Property"); and

WHEREAS, the parties desire to amend the Original Lease to provide for the construction and operation of a trail through a portion of the Property covered by the Original Lease, as well as through the Additional Property; and

WHEREAS, the attached First Amendment to Lease Agreement ("Amendment") has been prepared to effectuate amending the Original Lease to provide for the construction and operation of a trail through GPC Property, as described in the Amendment; and

WHEREAS, the Department of Recreation and Parks, in response to the guidance provided by the City Manager, has reviewed this matter and recommends that Mayor and Council approve the Amendment;

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

1. That the Amendment is hereby approved.

2. That the City Manager is hereby authorized to execute the Amendment.
3. That the City Attorney and the City Manager are hereby authorized to make such minor revisions to the Amendment as may be deemed necessary to effectuate the intent of this resolution.
4. That the City Attorney and the City Manager are hereby authorized to take such other actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this 19th day of April, 2022.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: April 12, 2022 Submission for the April 19, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve a Governmental Encroachment Agreement for Easement (Encroachment ID E183707) with the Georgia Power Company over Property Lying in Land Lot 84 in the 17th District, Fulton County, Sandy Springs, Georgia, and to Authorize the City Manager to Execute Same

Recommendation:

Staff recommends that the Mayor and City Council approve the attached resolution authorizing a Governmental Encroachment Agreement for Easement (Encroachment ID E183707) ("Agreement") between Georgia Power Company ("GPC") and the City of Sandy Springs ("City") over certain property lying in Land Lot 84 in the 17th District, Fulton County, Georgia ("Property").

Background:

On October 15, 2019, the City adopted a Trail Master Plan to guide future capital program priorities. Segment 2A was identified in the Trail Master Plan as one of the segments within the 10-year Implementation Strategy. Segment 2A will begin at Overlook Park, follow along Morgan Falls Road as a greenway trail to the Chattahoochee River, cross through GPC and Fulton County property, head eastward through a parcel owned by Bridge Properties, connect around Orkin Lake and along Cimarron Parkway, and terminate at Roswell Road.

Segment 2A will cross property owned by BMF IV GA Edgewater LLC ("Owner") and must enter into and cross over an existing transmission line right-of-way easement that GPC possesses and maintains on the Property. This attached Agreement lays out the terms and conditions pursuant to which the City may use the GPC easement on the Property. The Agreement has been reviewed and approved by legal staff for both the City and GPC.

Discussion:

The Agreement allows the City to construct the Segment utilizing the easement owned by GPC on the Property. Separate agreements related to the construction of Segment 2A over the Property have been reached with the Owner and other entities and will be presented to Mayor and City Council in separate agenda items.

Financial Impact:

There is no exchange of funds for this Agreement. Sufficient funding is available in Capital Project P2201 to construct Segment 2A.

Alternatives:

This Agreement is required in order to deliver Segment 2A as designed. City Council could decline to approve the attached resolution and provide further direction to staff.

Review:

Erika Sherman, Administrative Asst.	Created/Initiated - 4/12/2022
Michael Perry, Director of Recreation and Parks	Approved - 4/12/2022
Kristin Byars Smith, Assistant City Manager	Approved - 4/12/2022
Toni Carlisle, Interim Finance Director	Approved - 4/13/2022
Kathy Williams, Staff Attorney	Approved - 4/13/2022
Eden Freeman, City Manager	Final Approval - 4/15/2022

Attachments:

1. Governmental Encroachment Agreement Easement
2. Resolution

GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

ENCROACHMENT ID # E183707

SUBJECT: **BULL SLUICE - POWERS FERRY 230Kv TRANSMISSION LINE RIGHT-OF-WAY**
BULL SLUICE - NORTH PARK 230Kv TRANSMISSION LINE RIGHT-OF-WAY

The **GEORGIA POWER COMPANY**, hereinafter called the "Power Company," hereby consents for **CITY OF SANDY SPRINGS**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being **one hundred (100) feet in width** and extending in part through Land Lot(s) **84, 17th District/GMD**, of **Fulton County, Georgia**, on which the Power Company has constructed and now maintains and operates said electric transmission line(s) by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as **Exhibit A-1 and Exhibit A-2**.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of **at grade trail, to be constructed in existing Fulton County access road footprint. Trail to be constructed to support Georgia Power equipment** at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.
2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities").
3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.
7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's Representative in **Marietta, Georgia**, Phone: **404-387-0529, cfolson@southernco.com**, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.
8. The Undersigned agrees, to the extent it may lawfully do so, to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including

property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A *planted low growing tree* is defined as a tree which grows no more than 15 feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five feet (25') from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent, and has by Resolution of the Commissioners, or by other legal and proper authorization, duly adopted (a copy of which will be furnished to Power Company on request), authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the **1st of May, 2022**, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the ____ day of _____, 20____.

UNDERSIGNED

WITNESS: _____

BY: _____

NAME: _____

NOTARY PUBLIC: _____

TITLE: _____

The Power Company has by its duly authorized agent executed this Agreement, this the ____ day of _____, 20____.

GEORGIA POWER COMPANY

WITNESS: _____

BY: _____

NAME: _____

NOTARY PUBLIC: _____

TITLE: Area Transmission Maintenance Supervisor

EXHIBIT A-1

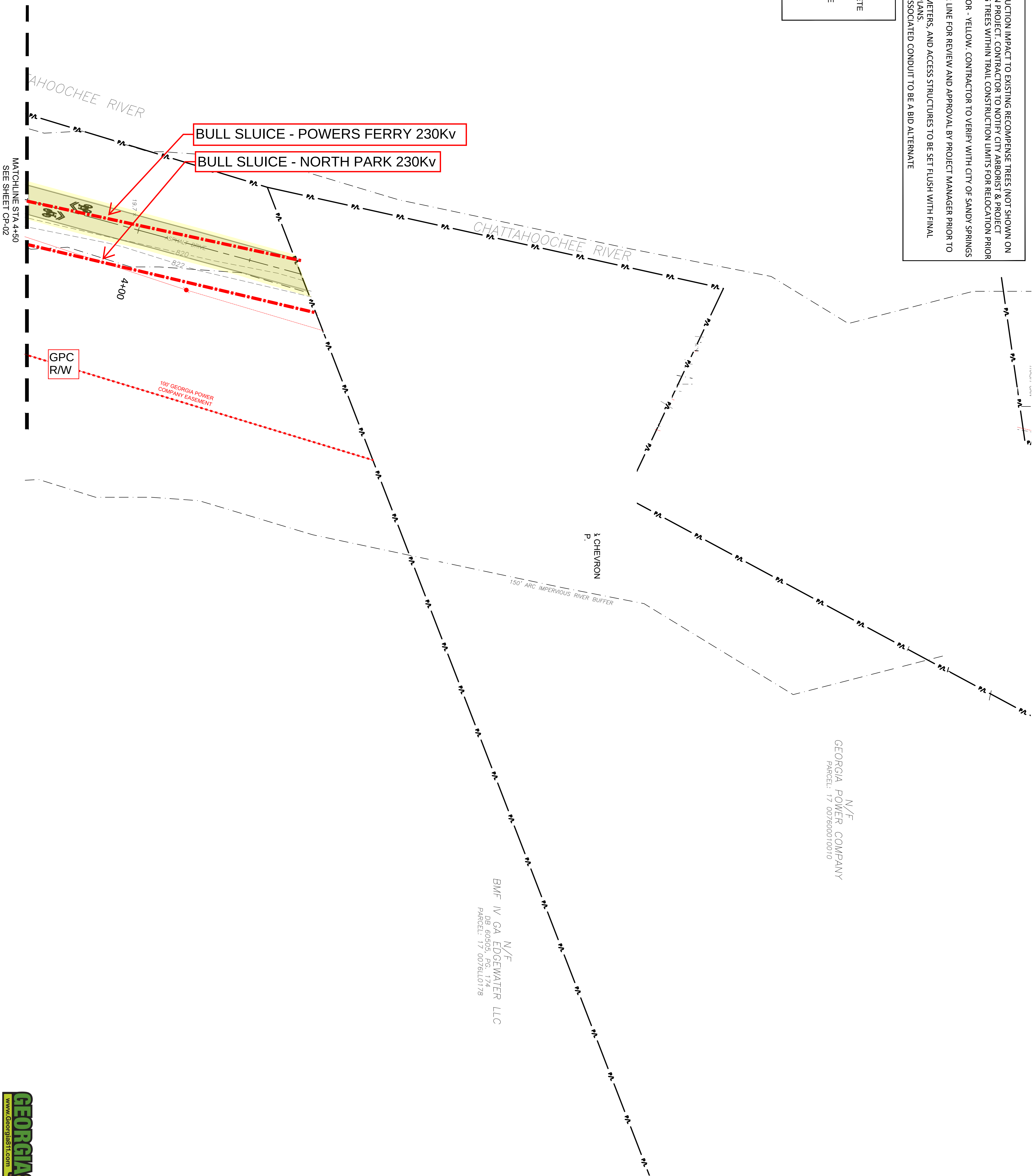
1. CONTRACTOR TO ENSURE NO CONSTRUCTION IMPACT TO EXISTING RECOMPENSE TREES (NOT SHOWN ON SURVEY) FROM FULTON CO. FORCE MAJOR PROJECT. CONTRACTOR TO NOTIFY CITY ARBORIST & PROJECT LANDSCAPE ARCHITECT OF ANY EXISTING TREES WITHIN TRAIL CONSTRUCTION LIMITS FOR RELOCATION PRIOR TO CONSTRUCTION.
2. DETECTABLE WARNING SURFACE: COLOR - "YELLOW". CONTRACTOR TO VERIFY WITH CITY OF SANDY SPRING PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO STAKE TRAIL CENTER LINE FOR REVIEW AND APPROVAL BY PROJECT MANAGER PRIOR TO CONSTRUCTION.
4. ALL UTILITY BOXES, VAULTS, VALVES, METERS, AND ACCESS STRUCTURES TO BE SET FLUSH WITH FINAL GRADE UNLESS OTHERWISE NOTED ON PLANS.
5. ALL PROPOSED TRAIL LIGHTING AND ASSOCIATED CONDUIT TO BE A BID ALTERNATE

HATCH LEGEND

IMPERVIOUS CONCRETE

PERVIOUS CONCRETE

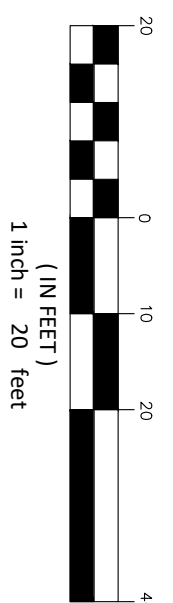
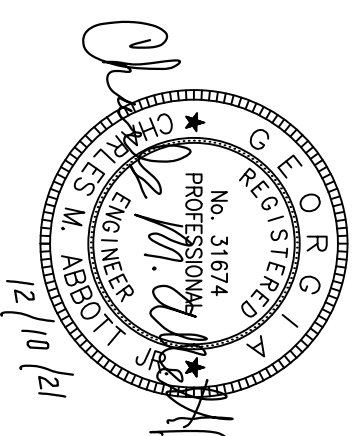
ROOT BRIDGING



DATE	DESCRIPTION
05/14/2021	ISSUE FOR REVIEW
08/20/2021	ISSUE FOR REVIEW
11/17/2021	ADDRESS COMMENTS - EPD, FULTON CO.
12/10/2021	ISSUE FOR PERMIT

PROJECT #	2020 - 209
PROJECT MANAGER	CMA

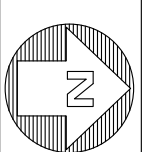
**MORGAN FALLS
CONNECTOR PHASE 2A
EDGEWATER APARTMENTS
SANDY SPRINGS, GA**



CONSTRUCTION PLAN

SCALE	1"=20'-0"
DATE	DECEMBER 10, 2021

DATE	DECEMBER 10, 2021
------	-------------------

CP-01
SHEET #

KAIZENCOLLABORATIVE
2390 MAIN STREET | TUCKER, GEORGIA 30084 | 404.239.2522

CHARLES M. ABBOTT JR., P.E.

DESIGN ENGINEER LEVEL II CERTIFICATION

CHUCK.ABBOTT@KAIZENCORP.ABOBATIVE.COM
 03WCC # 000004108 EXPIRES: 04/13/2022

O: 404-239-2521

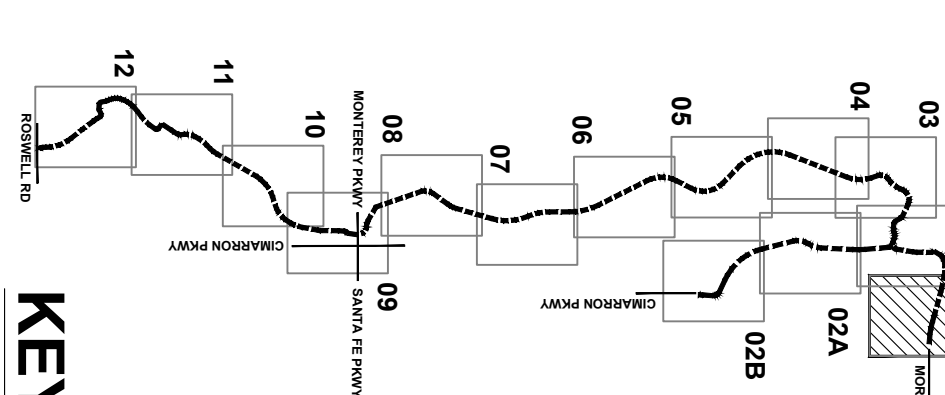


FOUNDATION.ORG

PO BOX 14327, ATLANTA, GA 30324

24 HOUR CONTACT - JONATHAN MCCAIG
E: JONATHAN@PATHFINDERFOUNDATION.ORG

O: 404-875-7284 x 5 C: 404-433-1900



KEY MAP

EXHIBIT B
TO ENCROACHMENT AGREEMENT FOR EASEMENT

Additional terms and conditions:

1. The location and dimensions of the encroachments permitted by this Agreement are strictly limited to that which is shown on **Exhibit A**. No alterations or changes to the location or dimensions of the encroachments, or additions to the encroachments, may be made without the prior written approval of Power Company. In the event of a violation of any of the terms and conditions of this Agreement, Power Company may demand removal of the Encroachments from the easement area and Undersigned shall remove the Encroachments within the time specified by Power Company. If Undersigned fails to do so, Power Company may remove the Encroachments at Undersigned's expense.
2. The Undersigned acknowledges that Power Company will operate heavy equipment upon and across the easement area and Power Company does not intend to take any additional precautions with respect to the use of such equipment. The Undersigned shall construct, operate and maintain the Encroachments in a manner to protect the same from any damage from the operation of such heavy equipment.
3. Manholes and other means of underground access are not permitted within the easement area and are excluded from the permissions set forth in this Agreement.
4. Lights within the easement area are restricted to fifteen (15) foot max height and shall be located outside of the wire-zone, which is ten (10) feet outside the outer most overhead conductors. Lights shall be served from a dedicated service point and all lighting standards and metallic objects within the easement area should be properly grounded to prevent exposure to induced currents and voltages as defined in the National Electric Safety Code. Lights must be utility maintained.
5. Ga. Power's existing access routes shown on this Exhibit must remain accessible to construction and maintenance vehicles and equipment at all times and no materials, equipment or vehicles shall be stored in the easement area.
6. Storage of construction materials or trailers is strictly prohibited in the easement area.
7. Ingress and egress for operating and maintenance purposes shall be available at all times.
8. No construction activity or obstruction can take place within 25 feet of the transmission structures, structure legs, and/or attachments (guy anchors/wires) unless shown and/or noted otherwise in **Exhibit A**.
9. Anyone performing grading activities will also be responsible for installing and maintaining all sedimentation and erosion control including re-vegetation required by state and local regulations. Grading activities that result in standing water or create erosion around any of the Power Company's facilities are strictly prohibited.
10. The Power Company understands the desire of property owners to maintain plantings on the portions of their properties located within the Power Company easements. However, the provision of reliable electric service must remain paramount. The permission for plantings set forth in these suggestions may be modified or revoked, in whole or in part, at any time and from time to time by the Power Company, in its sole discretion. Current and future rules, regulations and orders of the Federal and State authorities may also be applicable to and restrict or prohibit plantings. In connections with any such restriction, prohibition, modification or revocation, whether by the Power Company or pursuant to such rules, regulations or orders, the Power Company reserves the right to require trimming or removal, at the Power Company's sole discretion, of plantings previously permitted, whether under this suggestion or otherwise. No rights to maintain any planting will result from reliance on this guide.
11. All temporary erosion control measures within the easement area shall be removed upon completion and installation of the permanent encroachments. The erosion control plans and measures shall not impede our access to and from the right of way or set-up space around the structures, structure legs, and/or attachments, if any (guy anchors).

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION APPROVING A GOVERNMENTAL ENCROACHMENT AGREEMENT FOR
EASEMENT (ENCROACHMENT ID E183707) WITH THE GEORGIA POWER COMPANY
OVER PROPERTY LYING IN LAND LOT 84 IN THE 17TH DISTRICT, FULTON COUNTY,
SANDY SPRINGS, GEORGIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AGREEMENT**

WHEREAS, on October 15, 2019, the City of Sandy Springs (“City”) adopted a Trail Master Plan to guide future capital program priorities; and

WHEREAS, Segment 2A was identified in the Trail Master Plan as one of the segments within the 10-year Implementation Strategy; and

WHEREAS, Segment 2A will begin at Overlook Park, following along Morgan Falls Road as a greenway trail to the Chattahoochee River, crossing through Georgia Power Company and Fulton County property, heading eastward through Bridge Properties’ parcel, connecting around Orkin Lake and along Cimarron Parkway, and terminating at Roswell Road; and

WHEREAS, Segment 2A will cross certain property located at 7600 Roswell Road, known as the Edgewater Apartment property, in Land Lot 76 of the 17th District, Fulton County, City of Sandy Springs, Georgia (Tax Id# 17-0076 – LL-017-8) (“Property”), and owned by BMF IV GA Edgewater LLC (“Owner”); and

WHEREAS, Segment 2A must enter into and cross over existing Georgia Power Company (“GPC”) transmission right-of way that GPC possesses and maintains on the Property (“Easement”); and

WHEREAS, GPC desires to grant to the City the right to use the Easement to construct, operate and maintain Segment 2A, at the City’s sole cost and responsibility, pursuant to the attached Agreement, and the City desires to accept such use; and

WHEREAS, the Department of Recreation and Parks, in response to the guidance provided by the City Manager, has reviewed this matter and recommends that Mayor and Council approve the Agreement with GPC for use of the Easement above, and to authorize the City Manager to execute the same;

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

1. That the Agreement is hereby approved.
2. That the City Manager is hereby authorized to execute the Agreement.
3. That the City Attorney and the City Manager are hereby authorized to make such minor revisions to the Agreement as may be deemed necessary to effectuate the intent of this resolution.
4. That the City Attorney and the City Manager are hereby authorized to take such other actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this 19th day of April, 2022.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: March 24, 2022 Submission for the April 19, 2022 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve a Contract Award to Blount Construction, Inc. to Construct 6850 Castleton Drive Drainage Improvement Project and to Authorize the City Manager to Execute a Contract

Recommendation:

Staff recommends contract award to Blount Construction Company, Inc. ("Blount"), for construction of a drainage improvement project at 6850 Castleton Drive ("Project"), and authorization for the City Manager to execute a contract with Blount, subject to approval of the City of Sandy Springs ("City") Legal and Finance Departments.

Background:

In 2021, the City engaged an engineering firm to develop plans for repair of the damaged infrastructure at 6850 Castleton Drive. The Project corrects deficiencies in the infrastructure found during a 2021 study and brings the storm system up to City standards. The City now desires to engage a contractor to implement the developed plans for the Project.

The Project will:

- Replace curb inlets in front of 6850 Castleton Drive with new double wing catch basins
- Replace deteriorated 18" reinforced concrete pipe "RCP" cross drain pipe
- Replace 20' of existing 24" RCP between the west curb inlet and headwall with 24" RCP
- Replace 154 linear feet of existing with concrete curb and gutter
- Mill and inlay 150 square yards of pavement to provide proper surface drainage

Discussion:

To further the Project, the City issued an Invitation to Bid ("ITB") on February 23, 2022 seeking bids from qualified contractors. Bids from three (3) contractors were received on March 18, 2022.

Bid results were:

Bidder	Bid
Blount Construction Company, Inc.	\$199,962.25
Tople Construction & Engineering, Inc.	\$233,919.40
Woodwind Construction Company, Inc.	\$317,900.00

Upon review of the bids, staff recommends that award be made to the lowest, most responsible and responsive bidder, Blount Construction Company, Inc., in the amount of \$199,962.25.

Financial Impact:

The engineer's construction cost estimate for the Project is \$160,210.00. There are adequate funds available in the Stormwater Capital Maintenance and Improvements Account budget to award this contract.

Alternatives:

Not implement the Project at this time.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Kathy Williams, Staff Attorney
Toni Carlisle, Interim Finance Director
Dave Wells, Deputy City Manager
Eden Freeman, City Manager

Created/Initiated - 4/7/2022
Approved - 4/7/2022
Approved - 4/7/2022
Approved - 4/13/2022
Approved - 4/13/2022
Final Approval - 4/15/2022

Attachments:

1. Project Location
2. Resolution to Award ITB for 6850 Castleton Drive (Blount)(040422)

6850 CASTLETON DRIVE NW



LOCATION MAP

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE CONTRACT AWARD TO BLOUNT CONSTRUCTION COMPANY, INC. TO CONSTRUCT 6850 CASTLETON DRIVE DRAINAGE IMPROVEMENT PROJECT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, in 2021, the City of Sandy Springs ("City") engaged an engineering firm to develop plans for repair of the damaged infrastructure at 6850 Castleton Drive in the City; and

WHEREAS, the City desires to engage a contractor to implement the plans developed to repair damaged and deficient infrastructure at 6850 Castleton Drive ("Project"); and

WHEREAS, to further that objective, the City issued an Invitation to Bid ("Solicitation") on February 23, 2022, to solicit bids from qualified firms to perform the Project; and

WHEREAS, on March 18, 2022, the City received three (3) bids in response to the Solicitation, including a bid from Blount Construction Company, Inc. ("Blount") in the amount of \$199,962.25; and

WHEREAS, an evaluation team reviewed the bids received and determined that the lowest responsive and responsible bid to perform the Project was submitted by Blount; and

WHEREAS, the City desires to make contract award to Blount;

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 Blount Construction Company, Inc.
2. That the City Manager is authorized to execute a contract in the amount of \$199,962.25 with Blount to perform the Project, subject to approval of the City Attorney and the City Finance Director.
3. That the City Manager and appropriate City staff shall take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the _____ day of _____, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: March 29, 2022 Submission for the April 19, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve a Contract Award to Gracie Gray Contractors, Inc. for Guardrail Replacement and Maintenance Services and to Authorize the City Manager to Execute a Contract

Recommendation:

Staff recommends approval of the attached resolution approving contract award to Gracie Gray Contractors, Inc. ("Gracie Gray Contractors") for Guardrail Replacement and Maintenance Services within the City and authorization for the City Manager to execute a contract with Gracie Gray Contractors, subject to approval of the City of Sandy Springs ("City") Legal and Finance Departments.

Background:

In March 2021, the City engaged an engineering firm to develop plans for replacement of guardrail that does not meet Georgia Department of Transportation (GDOT) standards in twenty (20) locations within the City. The City desires to implement the plans developed to replace guardrail in eight (8) locations in order to bring them up to current GDOT standards ("Project").

The scope of the Project consists of removing substandard guardrail sections and rebuilding guardrail in eight (8) locations to meet current GDOT standards in the following locations:

- 4752 Northside Drive
- 730 Crest Valley Drive
- 6702 Powers Ferry Road
- 730 Heard's Ferry Road
- 200 Sunny Brook Place
- 2940 Coles Way
- 5176 Powers Ferry Road
- 5585 Long Island Drive

Discussion:

On February 9, 2022, the City issued an Invitation to Bid ("ITB") seeking bids from qualified contractors to perform the Project. On March 14, 2022, the City received the following two (2) bids in response to the ITB.

Bidder	Bid
Gracie Gray Contractors, Inc.	\$291,455.93
E & D Contracting Services, Inc.	\$534,970.77

Upon review of the bids received, staff recommends that award be made to the lowest, most responsible and responsive bidder, Gracie Gray Contractors, in the amount of \$291,455.93.

Financial Impact:

The engineer's construction cost estimate for the Project is \$250,726.00. There are adequate funds available in the T-7500 Guardrail Replacement Program Account and the T-2203 Guardrail Replacement Program Account budgets to award this contract.

Alternatives:

Not implement the Project at this time.

Review:

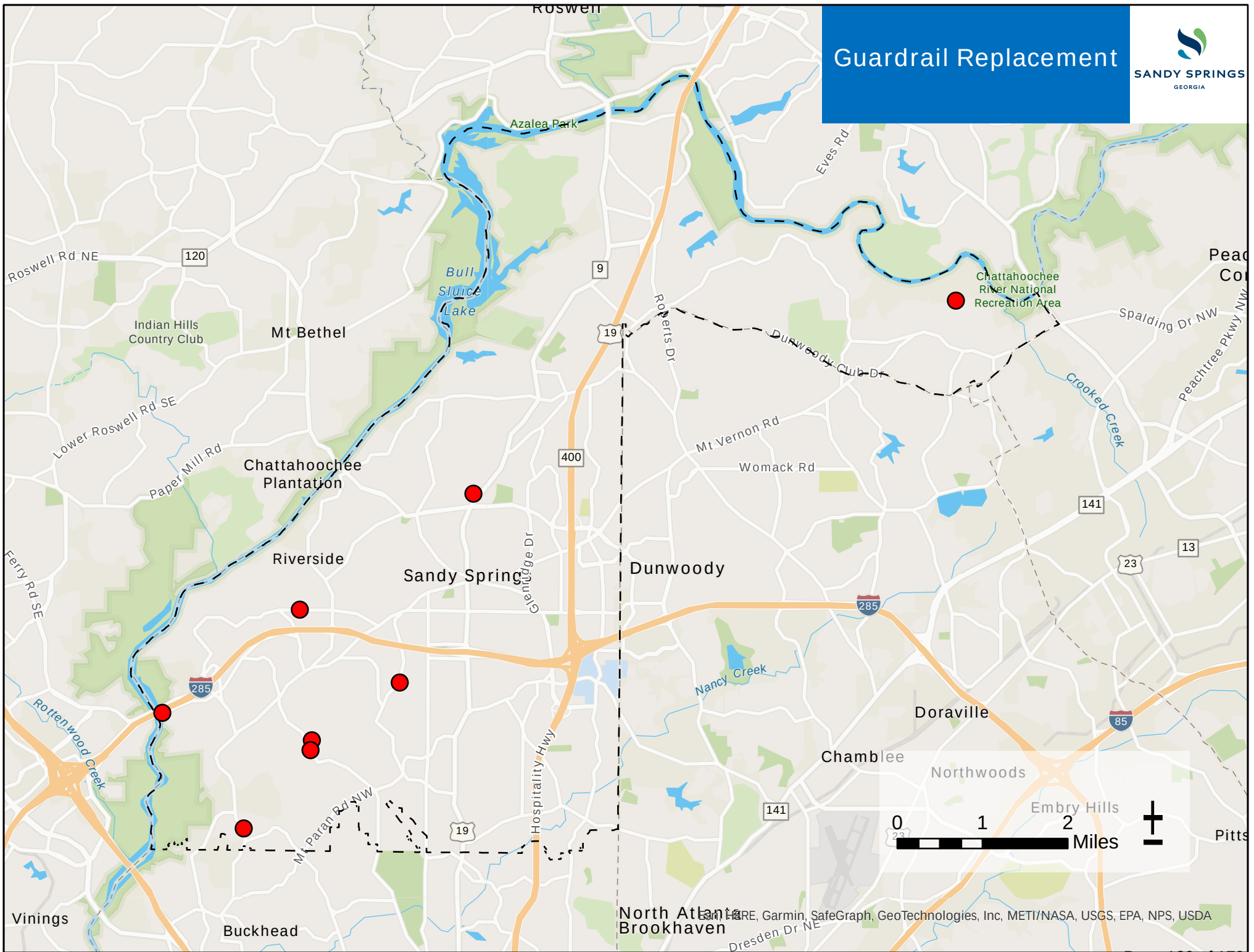
Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Kathy Williams, Staff Attorney
Toni Carlisle, Interim Finance Director
Dave Wells, Deputy City Manager
Eden Freeman, City Manager

Created/Initiated - 4/7/2022
Approved - 4/7/2022
Approved - 4/7/2022
Approved - 4/13/2022
Approved - 4/13/2022
Final Approval - 4/15/2022

Attachments:

1. Guardrail Replacement Vicinity Map
2. Resolution to Award ITB for Guardrail Replacement (040522)

Guardrail Replacement



STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE CONTRACT AWARD TO GRACIE GRAY CONTRACTORS, INC. FOR GUARDRAIL REPLACEMENT AND MAINTENANCE SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT

WHEREAS, in March 2021, the City engaged an engineering firm to develop plans for replacement of guardrail that does not meet Georgia Department of Transportation (GDOT) standards in twenty (20) locations within the City; and

WHEREAS, the City desires to implement the plans developed to replace guardrail in eight (8) locations in order to bring them up to current GDOT standards ("Project"); and

WHEREAS, to advance the Project, on February 9, 2022, the City issued an Invitation to Bid ("ITB") seeking bids from qualified contractors to perform the Project; and

WHEREAS, on March 14, 2022, the City received two (2) bids in response to the ITB, including a bid from Gracie Gray Contractors, Inc., in the amount of \$291,455.93; and

WHEREAS, staff has determined that the lowest, most responsible and responsive bidder to perform the Project was submitted by Gracie Gray Contractors, Inc., in the amount of \$291,455.93 and therefore recommends contract award to Gracie Gray Contractors, Inc.; and

WHEREAS, the City desires to make contract award to Gracie Gray Contractors, Inc., as recommended;

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 Gracie Gray Contractors, Inc.
2. That the City Manager is hereby authorized to execute a contract in the amount of \$291,455.93 with Gracie Gray Contractors, Inc. to perform the Project, subject to approval of the City Attorney and the City Finance Director.
3. That the City Manager and appropriate City staff shall take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the _____ day of _____, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: April 7, 2022 Submission for the April 19, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 7805 Stratford Lane in Land Lot 384 of the 6th District, City of Sandy Springs (Tax ID# 06-0384-0001-212-3); TS-111 Pitts Road at Spalding Drive Intersection Improvements Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 384 of the 6th District, Fulton County, Georgia. The property is owned by Philip Fasoro and Anthonia Adewole Fasoro, and is located at 7805 Stratford Lane, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 522.47 square feet of Fee Simple Right of Way and 239.17 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-111 Pitts Road at Spalding Drive Intersection Improvements Project.

Discussion:

The City's Appraised Fair Market Value offer was \$13,177.00 and an amicable agreement was reached with the property owners in the amount of \$15,650.00. The proposed settlement includes additional compensation based on a landscaping estimate provided by the owner as well as other comparable sales with land values that support the settlement. Based on the quote provided by the owner and the City's verification of the land comps submitted by the Owner, the additional \$2,473.00 is considered reasonable and Staff recommends acceptance and approval.

Financial Impact:

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

Alternatives:

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

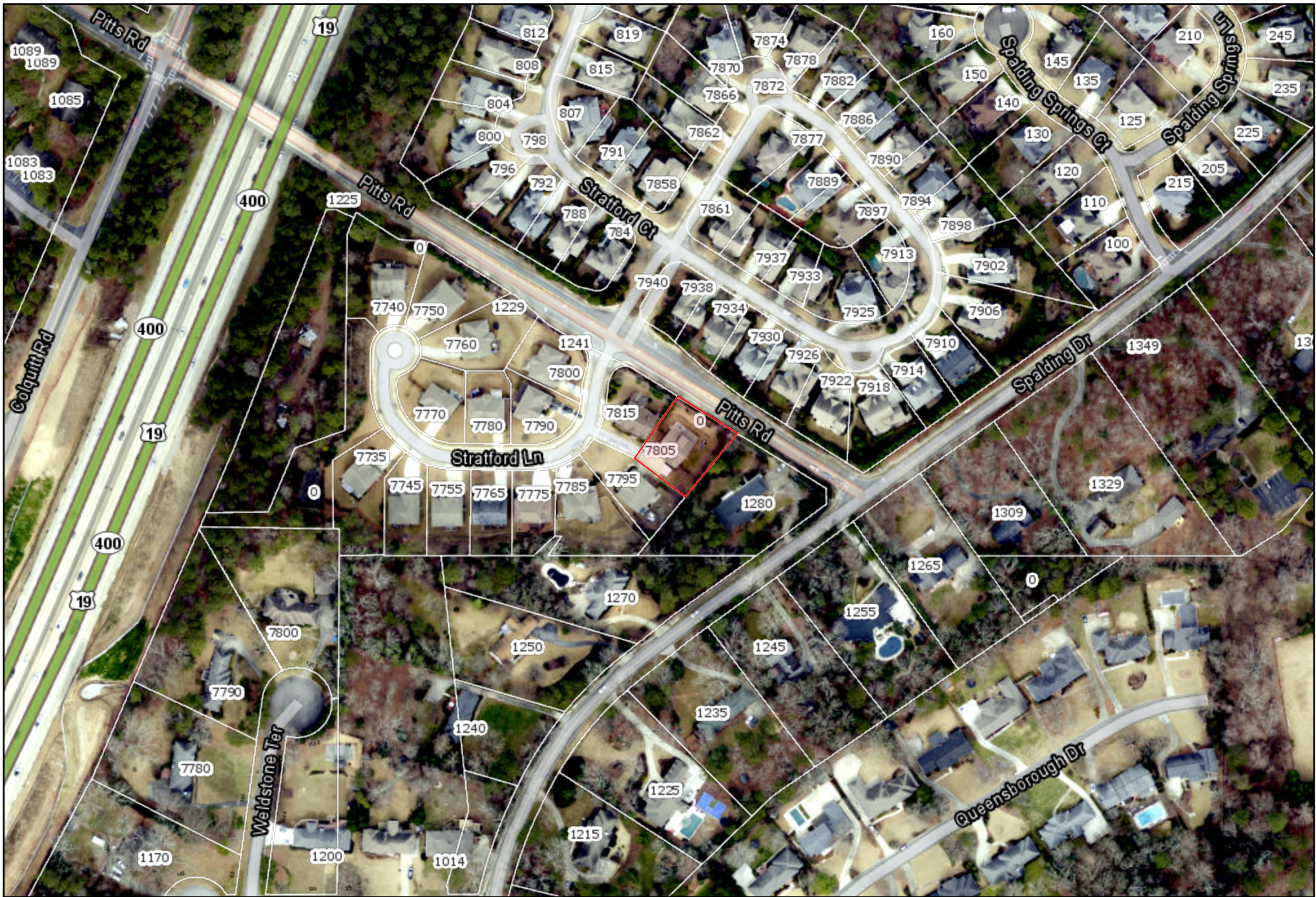
Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Dave Wells, Deputy City Manager
Toni Carlisle, Interim Finance Director
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 4/7/2022
Approved - 4/8/2022
Approved - 4/13/2022
Approved - 4/13/2022
Approved - 4/13/2022
Final Approval - 4/15/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agrmt to Purchase FS ROW&TCE.Fasoro.7805 Stratford Ln.
4. Resolution FS ROW and Temp Const Easement.7805 Stratford Lane



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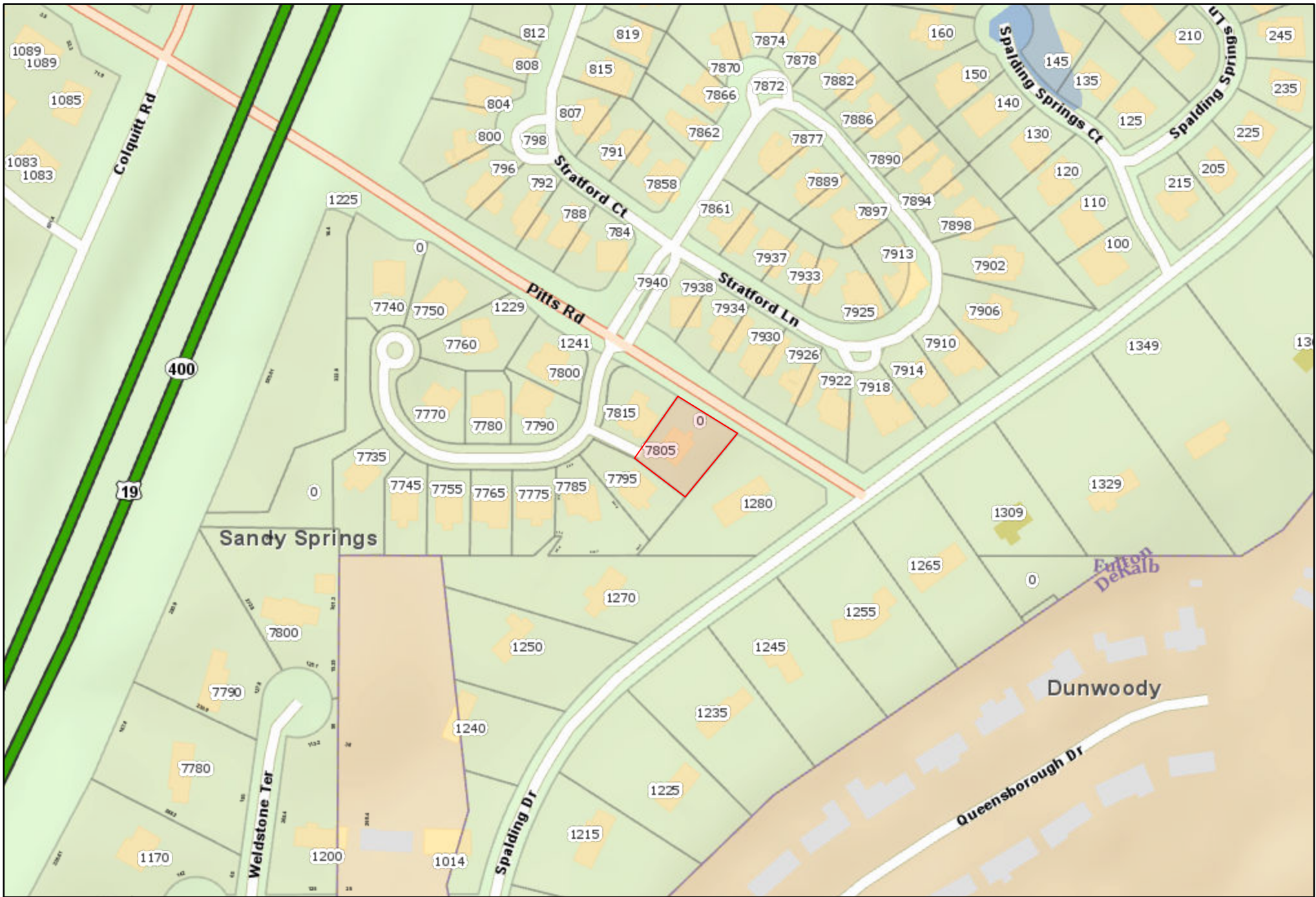
Date: 4/7/2022
Map Size: 8.5x11 (LETTER)



7805 Stratford Lane/ Fasoro

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.





7805 Stratford Lane/ Fasoro

Date: 4/7/2022
Map Size: 8.5x11 (LETTER)



Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations 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.



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

STATE OF GEORGIA, FULTON COUNTY

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

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

\$15,600 PF AA

For the sum of ~~\$13,177.00~~, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title and or easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and Exhibit "B".

* * * * *

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

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

522.47 sf

Fee Simple Right of Way

0.00 sf

Permanent Drainage Easement

239.17 sf

Temporary Construction Easement

- 3) Any and all Temporary Construction and or Driveway Easement(s) granted herein shall commence upon the City's use of these Easements for construction of the TS-111 Project, and shall terminate three years from the commencement of the City's use of these Easements; or upon the completion and City's final acceptance of the TS-111 Project, whichever date shall first occur.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) This Agreement shall not be binding until approved by the City Council of Sandy Springs, Georgia
- 6) Special Provisions, if any, are listed on Exhibit "C", which will be attached hereto and incorporated herein by reference.

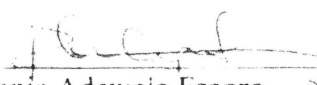
Witness my hand and seal this _____ day of _____, 2022.

Signed, Sealed and Delivered in the presence of:



Anthonia Adewole Fasoro (L.S.)

Notary Public



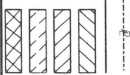
Anthonia Adewole Fasoro (L.S.)
Ph Up Fasoro

EXHIBIT "A"

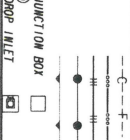
Kimley»Horn

Engineering, Planning, and Environmental Consultants
 Suite 300 3600 East Avenue Bridge Road
 Marietta, Georgia 30067

PROPERTY AND EXISTING ROW LINE
 REQUIRED ROW LINE
 EASEMENT FOR CONSTR.
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR.
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR. OF SLOPES
 EASEMENT FOR CONSTR. OF SLOPES



CONSTRUCTION LIMITS
 LIMIT OF ACCESS
 REQ'D ROW & LIMIT OF ACCESS
 ORANGE BARRIER FENCE
 ESEA - ENV. SENSITIVE AREA
 (SEE ERT TABLE)
 MANHOLE
 OUTFLOW CONTROL DEVICE
 JUNCTION BOX
 DROP INLET

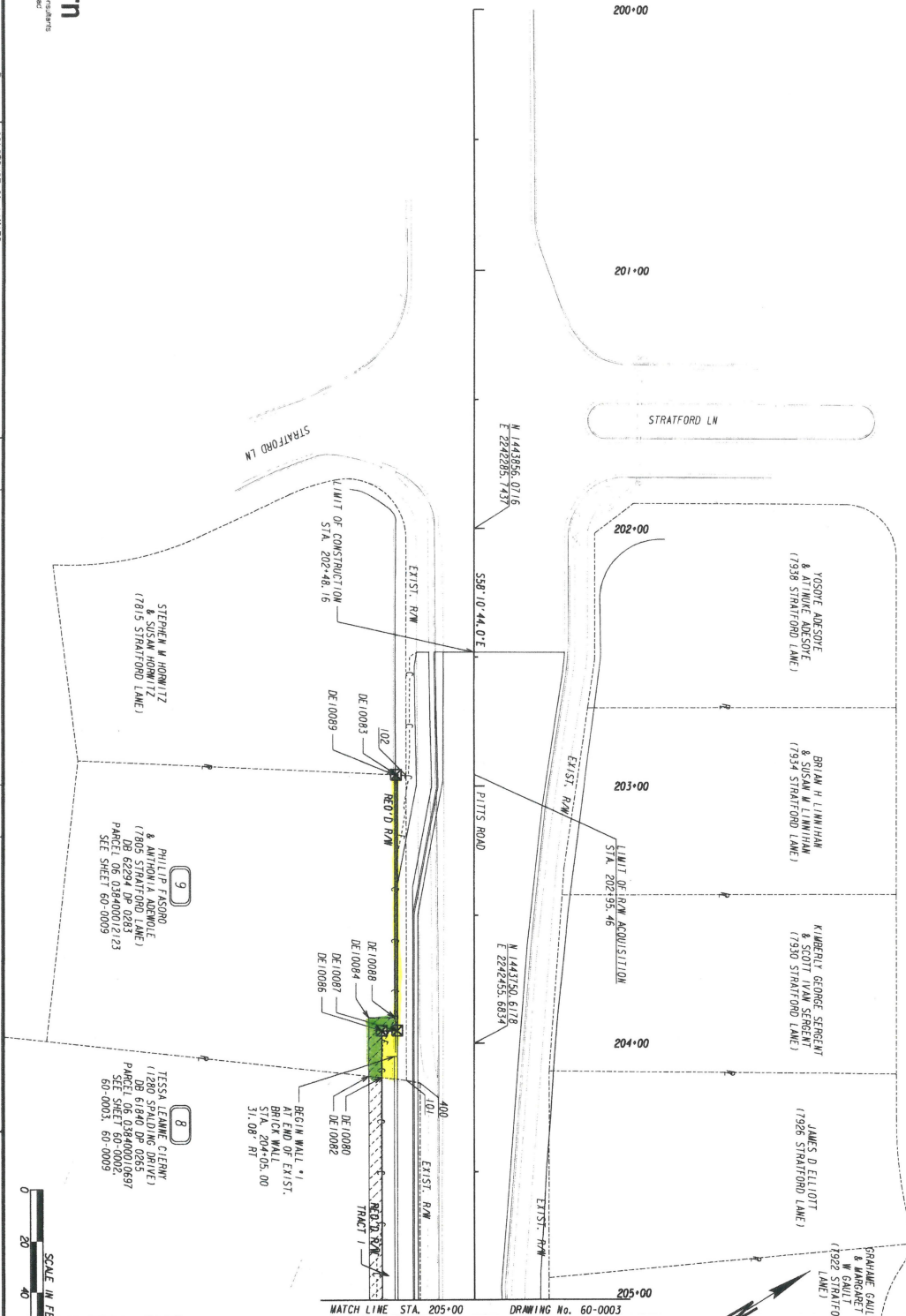


DATE REVISIONS

DATE REVISIONS

CITY OF SANDY SPRINGS
 RIGHT OF WAY MAP
 PROJECT NO. 15111
 LAND DISTRICT:
 DATE SH 5 OF 10
 60-0005

SCALE IN FEET
 0 20 40 80



7/31/2005 09:17:11

CITY OF SANDY SPRINGS	
RIGHT OF WAY MAP	
PROJECT NO: TS111	
COUNTY: FULTON	
LAND LOT NO:	
LAND DISTRICT:	
GND:	
DATE	SH 9 OF 10
60-	DP-

DE 00083	30.00	R	202-95.73	PITTS R040
DE 00087	30.00	R	203-95.00	PITTS R040
DE 00086	35.00	R	203-95.00	PITTS R040
DE 00080	35.00	R	204-13.26	PITTS R040
DE 00082	41.00	R	204-96.00	PITTS R040
DE 00084	41.00	R	204-96.00	PITTS R040
DE 00088	31.00	R	203-95.00	PITTS R040
DE 00089	31.00	R	202-95.69	PITTS R040
DE 00083	30.00	R	202-95.73	PITTS R040
DE 00084	30.00	R	202-95.73	PITTS R040

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT-OF-WAY
AND TEMPORARY CONSTRUCTION EASEMENT ON THAT CERTAIN TRACT OF LAND
LOCATED AT 7805 STRATFORD LANE (TAX ID# 06-0384-0001-212-3), LYING IN LAND LOT 384
OF THE 6TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 522.47 square feet of fee simple right-of-way and 239.17 square feet of temporary construction easement (“Property”), located at 7805 Stratford Lane; Tax ID# 06-0384-0001-212-3), in Land Lot 384 of the 6th District, Fulton County, City of Sandy Springs, Georgia, and owned by Philip Fasoro and Anthonia Adewole Fasoro (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$15,650.00; and

WHEREAS, included in the settlement is \$2,473.00 for mitigation compensation to be used as landscape buffering, and \$13,177.00 for purchase of the Property; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$15,650.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$15,650.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 19th day of April, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Dave Wells, Deputy City Manager

DATE: March 28, 2022 Submission for the April 19, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve a Contract Award to Garrett Consulting, Inc. to Perform Phase II of the Veteran's Park Project; Authorizing the City Manager and the City Attorney to Negotiate a Contract for Phase II; and to Authorize the City Manager to Execute the Contract

Recommendation:

Staff recommends approval of the attached resolution authorizing contract award to Garrett Consulting, Inc., to perform the second phase ("Phase II") of the Veteran's Park Project ("Project"), authorizing the negotiation of a contract for Phase II, and authorizing the City Manager to execute the negotiated contract.

Background:

In preparation for Phase II of the Project, the City issued its Invitation to Bid 22-041 ("ITB") on February 16, 2022. A pre-bid conference was held on March 1, 2022, and bids were received on March 17, 2022.

Discussion:

The purpose of the solicitation was to identify a qualified contractor to provide demolition, hazardous material remediation and landscaping services to prepare the site for the eventual construction of the Veterans Memorial Park.

Proposed improvements included in Phase II are:

1. Removal of existing building foundations and grade to final grade along Roswell Road at City Springs
2. Installation of a shoring wall at Mt. Vernon and Johnson Ferry Roads
3. Removal of contaminated soils
4. Installation of topsoil and sod
5. Installation of low perimeter barrier fence
6. Installation of aggregate laydown area

The following bids were received in response to the ITB:

Garrett Consulting, Inc. \$718,338.00

Blount Construction	\$1,394,183.82
Maxis Engineering	\$795,559.36

Upon administrative review of the bids, the bid submitted by Maxis Engineering was determined to be non-responsive to the requirements of the ITB and was eliminated from further consideration.

Following review of the remaining bids and reference checks, it was determined that Garrett Consulting, Inc. submitted the lowest, responsive and responsible bid in the amount of \$718,338.00.

Financial Impact:

Contract award is in the amount of \$718,338.00. There are adequate budgeted funds available for Phase II.

Alternatives:

City Council may decide not to award the contract to Garrett Consulting, Inc. as recommended and provide further guidance to staff.

Review:

Octavia Baynes, Administrative Asst.
Richard Collins, Construction Manager
Toni Carlisle, Interim Finance Director
Kathy Williams, Staff Attorney
Dave Wells, Deputy City Manager
Eden Freeman, City Manager

Created/Initiated - 4/8/2022
Approved - 4/11/2022
Approved - 4/13/2022
Approved - 4/13/2022
Approved - 4/14/2022
Final Approval - 4/15/2022

Attachments:

1. Resolution - Veterans Park Phase II (032922)
2. Site Plan

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION AUTHORIZING CONTRACT AWARD TO GARRETT CONSULTING, INC., TO PERFORM PHASE II OF THE VETERAN'S PARK PROJECT; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO NEGOTIATE A CONTRACT FOR PHASE II; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, City of Sandy Springs ("City") has identified the need to design and construct a Veterans Memorial Park ("Project") in the City; and

WHEREAS, in 2019, the Mayor and City Council authorized City management to move forward with a plan to develop the Project in the triangular shaped lot between Mt. Vernon Highway and Johnson Ferry Road directly across from the City Springs development; and

WHEREAS, Phase I of the Project is nearing completing and there is now a need to identify a qualified contractor to perform Phase II of the Project, to include demolition, hazardous material remediation and landscaping services to prepare the site for construction of the Veterans Memorial Park; and

WHEREAS, to further the Project, the City issued its Invitation to Bid 22-041 ("ITB") on February 16, 2022; and

WHEREAS, on March 17, 2022, the City received three (3) bids in response to the ITB, including a bid from Garrett Consulting, Inc., in the amount of \$718,338.00, 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 \$718,338.00 be made to Garrett Consulting, Inc. as the lowest, responsive and responsible bidder to perform Phase II of 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 Phase II of the Project be made to Garrett Consulting, Inc.
2. That the City Manager and City Attorney are authorized to negotiate a contract in the amount of \$718,338.00 with Garrett Consulting, Inc. to perform Phase II of the Project.
3. That the City Manager is authorized to execute the negotiated contract with Garrett Consulting, 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 _____, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Rocky Gonzalez, City Clerk

(Seal)





SANDY SPRINGS
GEORGIA

FINANCIAL HIGHLIGHTS FY 2022
FEBRUARY 28, 2022

UNAUDITED

**NOTES TO THE FINANCIAL STATEMENTS
FEBRUARY 28, 2022**

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year approximate 67.33% compared to the Adopted Budget. We are at 66.67% 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 43.21 compared to the Adopted Budget. We are at 66.67% of the year.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$41,120,999	\$42,015,671	97.87%	
Motor Vehicle Tax	\$50,679	\$50,000	101.36%	<--These two will be adjusted as the rate at which the <-- old MVT phases out and the new TAVT increases
Motor Vehicle TAVT	\$2,479,424	\$2,500,000	99.18%	
Local Option Sales Tax	\$19,095,647	\$25,000,000	76.38%	
Business Occupational Tax	\$3,700,606	\$8,583,413	43.11%	
Insurance Premium Tax	\$7,782,186	\$7,500,000	103.76%	Payment normally received October of each year
Building Permits	\$1,625,245	\$1,450,000	112.09%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$272,689	\$598,836	45.54%	Includes all departments and is semi-annual

**CASH AND INVESTMENTS
THROUGH PERIOD 08, FEBRUARY FY 2022**

UNAUDITED

SUNTRUST

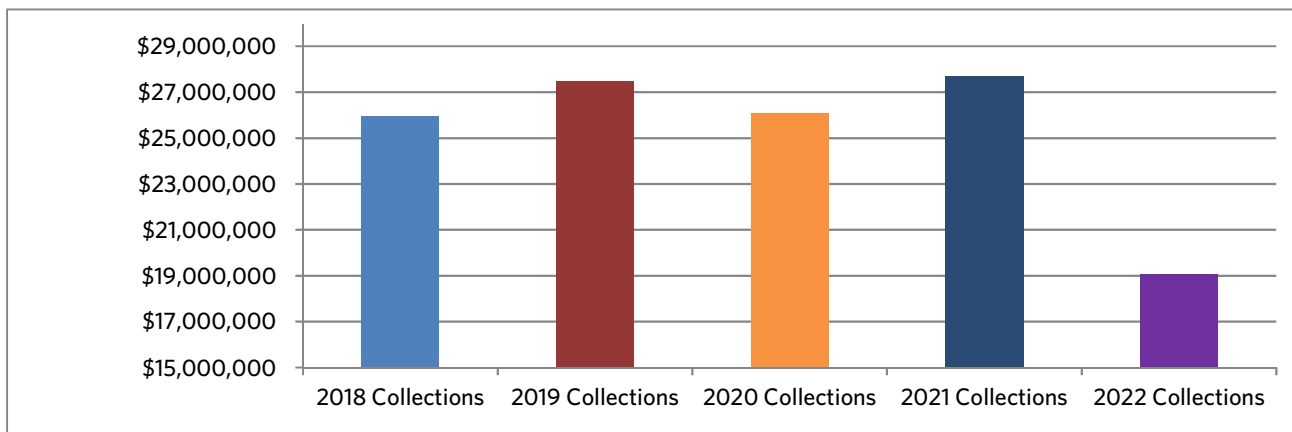
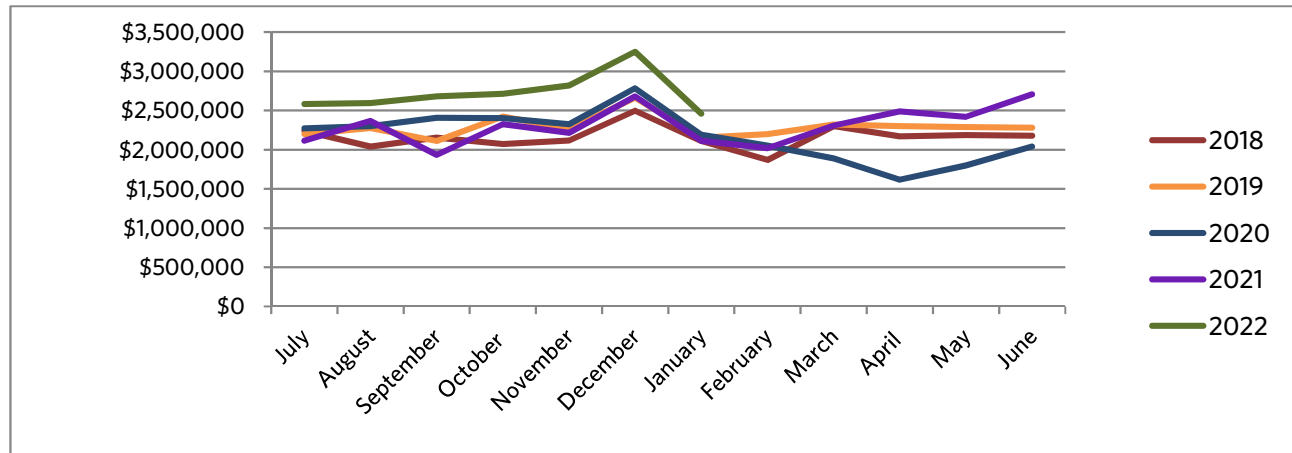
OPERATING ACCOUNT	\$26,426,484
COMMUNITY DEVELOPMENT ESCROW	3,122,861
POLICE - CUSTODIAL ESCROW	16,962
POLICE - FEDERAL FORFEITURE	109,259
POLICE - STATE SEIZED RESTRICTED	280,757
POLICE - STATE SEIZED UNRESTRICTED	114,699
POLICE - FEDERAL SEIZED TREASURY FUND	68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	78,570
HOTEL / MOTEL TAX ACCOUNT	259,646
COURT SERVICES	477,393
IMPACT FEE ACCOUNT	6,191,232
TREE FUND ACCOUNT	993,214
HOSPITALITY BOARD	1,562,664
TSPLOST FUND	58,781,281
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	199,978
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	1,519,311
PAC OPERATING & EVENTS ACCOUNT	3,022,262
TOTAL SUNTRUST	\$103,225,137

GEORGIA FUND ONE	\$112,700,441
FIRST HORIZON	1,250,000
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$113,950,683

TOTAL CASH AND CASH EQUIVALENTS	\$217,175,820
--	----------------------

**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 08, FEBRUARY FY 2022**

	2018 Collections	2019 Collections	2020 Collections	2021 Collections	2022 Collections	% Change from Prior Year
July	\$2,240,290	\$2,199,602	\$2,271,667	\$2,112,938	\$2,582,424	22.22%
August	2,041,079	2,275,504	2,300,996	2,364,510	2,595,359	9.76%
September	2,154,073	2,109,943	2,407,613	1,934,144	2,681,668	38.65%
October	2,074,045	2,423,979	2,401,716	2,325,366	2,712,731	16.66%
November	2,117,845	2,259,523	2,326,390	2,214,592	2,817,297	27.22%
December	2,497,910	2,663,619	2,782,971	2,681,846	3,248,894	21.14%
January	2,106,942	2,155,711	2,188,945	2,111,802	2,457,273	16.36%
February	1,868,609	2,197,080	2,051,568	2,020,770		
March	2,301,871	2,321,849	1,886,719	2,308,276		
April	2,170,864	2,299,086	1,615,942	2,489,800		
May	2,186,481	2,290,253	1,800,673	2,417,257		
June	2,178,187	2,279,757	2,040,463	2,705,025		
	\$25,938,196	\$27,475,907	\$26,075,662	\$27,686,326	\$19,095,647	-31.03%



**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2022**

03/14/2022

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	500,150	41,120,999	42,015,671	97.87 %
100-0000-90-311310	MOTOR VEHICLE	8,064	50,679	50,000	101.36 %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	369,910	2,479,424	2,500,000	99.18 %
100-0000-90-311340	INTANGIBLES	85,654	807,445	750,000	107.66 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	28,835	428,548	300,000	142.85 %
100-0000-90-311710	ELECTRIC FRANCHISE TAX	5,931,636	5,931,636	5,800,000	102.27 %
100-0000-90-311730	GAS FRANCHISE TAX	-	441,142	700,000	63.02 %
100-0000-90-311750	CABLE TV FRANCHISE TAX	74	749,311	1,300,000	57.64 %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	2,991	100,764	200,000	50.38 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	14,743	309,841	400,000	77.46 %
100-0000-90-313100	LOCAL OPTION SALES TAX	2,457,273	19,095,647	25,000,000	76.38 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	76,019	687,417	1,100,000	62.49 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	41,445	423,429	300,000	141.14 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	1,606,064	3,700,606	8,583,413	43.11 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	-	-	50,000	- %
100-0000-90-316200	INSURANCE PREMIUM TAX	-	7,782,186	7,500,000	103.76 %
	TOTAL TAXES	11,122,858	84,109,076	96,549,084	87.12 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	12,430	668,955	700,000	95.57 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	7,894	60,256	90,000	66.95 %
100-0000-60-322210	PLANNING/ZONING FEES	5,832	68,036	80,000	85.05 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	25,961	232,119	100,000	232.12 %
100-0000-60-323120	BUILDING PERMITS	293,207	1,625,245	1,450,000	112.09 %
100-0000-60-323130	PLUMBING PERMITS	594	6,850	5,000	137.01 %
100-0000-60-323140	ELECTRICAL PERMITS	1,351	16,617	10,000	166.17 %
100-0000-60-323160	HVAC PERMITS	2,611	36,478	40,000	91.19 %
100-0000-60-323920	BLDG REINSPECTION FEE	375	7,000	5,000	140.00 %
	TOTAL LICENSES & PERMITS	350,255	2,721,556	2,480,000	109.74 %
100-0000-60-341320	DEVELOPMENT IMPACT FEES	1,797	22,183	-	- %
100-0000-90-341910	ELECTION QUALIFYING FEE	-	10,500	5,000	210.00 %
100-0000-30-342900	FALSE ALARM FEES	515	14,406	100,000	14.41 %
100-0000-30-342910	OTHER PUBLIC SAFETY FEES	-	15,000	-	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	11,760	105,840	141,120	75.00 %
100-0000-10-346900	SPECIAL EVENT FEES	1,450	4,900	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	4,800	10,445	200,000	5.22 %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	9,920	27,245	100,000	27.25 %
100-0000-50-347900	SSTC CONTRACT	10,000	70,000	100,000	70.00 %
100-0000-50-347910	FACILITY RENTALS	13,740	97,138	75,000	129.52 %
	TOTAL CHARGES & FEES	53,981	377,656	721,120	52.37 %
100-0000-20-351170	MUNICIPAL COURT	182,522	1,617,159	2,200,000	73.51 %
	TOTAL FINES & FORFEITURES	182,522	1,617,159	2,200,000	73.51 %
100-0000-90-361000	INTEREST REVENUE	9,675	61,761	100,000	61.76 %
	TOTAL INVESTMENT INCOME	9,675	61,761	100,000	61.76 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2022**

03/14/2022

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-349900	OTHER CHGS FOR SERVICES	3,965	49,072	-	- %
100-0000-40-381000	RENTAL REVENUE	6,550	147,626	-	- %
100-0000-40-381010	MARTA ADVERTISING CONTRAC	-	89,983	-	- %
100-0000-90-381100	ROYALTIES-GAS SOUTH	-	-	200,000	- %
100-0000-90-389000	MISCELLANEOUS REVENUE	17,371	86,315	50,000	172.63 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	5,845	34,021	40,000	85.05 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	100	65,112	50,000	130.22 %
TOTAL MISCELLANEOUS		33,831	472,130	340,000	138.86 %
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	73,844	688,668	450,000	153.04 %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	5,255	44,760	70,000	63.94 %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	-	600,000	- %
100-0000-90-392100	SALE OF ASSETS	300,000	327,039	10,000	3,270.39 %
100-0000-90-399999	USE OF FUND BALANCE	-	-	23,736,030	- %
TOTAL OTHER FINANCING SOURCES		379,100	1,060,467	24,866,030	4.26 %
100-0000-40-331100	FEDERAL MATCHING GRANTS	-	-	6,934,152	- %
100-0000-40-334110 SAP	GDOT L.A.R.P. GRANTS	-	-	100,000	- %
TOTAL OTHER REVENUES		-	-	7,034,152	- %
TOTAL REVENUES		\$12,132,223	\$90,419,804	\$134,290,386	67.33 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	12,333	86,333	148,000	58.33 %
100-1310-10-512200	SOCIAL SECURITY	696	5,215	9,176	56.84 %
100-1310-10-512300	MEDICARE	163	1,220	2,146	56.83 %
100-1310-10-512600	UNEMPLOYMENT TAX	112	224	665	33.73 %
100-1310-10-512700	WORKERS' COMPENSATION	-	123	240	51.06 %
Salaries & Benefits		13,304	93,115	160,227	58.11 %
100-1310-10-523200	COMMUNICATIONS	517	2,540	4,400	57.73 %
100-1310-10-523500	TRAVEL	-	-	10,000	- %
100-1310-10-523600	DUES & FEES	-	34,838	38,000	91.68 %
100-1310-10-523700	EDUCATION/TRAINING	-	-	2,000	- %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	-	1,850	3,000	61.68 %
100-1310-10-531300	HOSPITALITY	-	3,522	13,600	25.89 %
Operations & Capital		517	42,750	71,000	60.21 %
TOTAL CITY COUNCIL		13,821	135,865	231,227	58.76 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	73,334	476,332	913,856	52.12 %
100-1320-10-512101	HEALTH INSURANCE	5,134	34,683	88,644	39.13 %
100-1320-10-512102	DISABILITY INSURANCE	169	1,258	2,710	46.42 %
100-1320-10-512103	DENTAL INSURANCE	367	2,415	4,194	57.58 %
100-1320-10-512104	LIFE INSURANCE	326	2,527	5,359	47.16 %
100-1320-10-512200	SOCIAL SECURITY	4,490	19,065	57,342	33.25 %
100-1320-10-512300	MEDICARE	1,050	6,686	13,410	49.85 %
100-1320-10-512401	RETIREMENT 401A	13,198	61,948	110,982	55.82 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	3,033	15,088	46,242	32.63 %
100-1320-10-512600	UNEMPLOYMENT TAX	145	553	570	97.09 %
100-1320-10-512700	WORKERS' COMPENSATION	-	561	1,057	53.06 %
Salaries & Benefits		101,246	621,117	1,244,366	49.91 %
100-1320-10-523200	COMMUNICATIONS	349	2,769	4,200	65.94 %
100-1320-10-523500	TRAVEL	-	-	2,250	- %
100-1320-10-523600	DUES & FEES	125	11,643	8,475	137.38 %
100-1320-10-523700	EDUCATION/TRAINING	475	13,025	14,775	88.16 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	1,144	3,462	3,500	98.92 %
100-1320-10-531300	HOSPITALITY	33	3,361	4,000	84.01 %
Operations & Capital		2,126	34,260	37,200	92.10 %
TOTAL CITY MANAGER		103,372	655,377	1,281,566	51.14 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	16,376	122,832	221,427	55.47 %
100-1330-10-512101	HEALTH INSURANCE	3,458	22,423	20,308	110.41 %
100-1330-10-512102	DISABILITY INSURANCE	49	349	507	68.88 %
100-1330-10-512103	DENTAL INSURANCE	210	1,339	846	158.28 %
100-1330-10-512104	LIFE INSURANCE	100	797	991	80.45 %
100-1330-10-512200	SOCIAL SECURITY	919	6,968	13,729	50.75 %
100-1330-10-512300	MEDICARE	215	1,630	3,211	50.75 %
100-1330-10-512401	RETIREMENT 401A	1,947	12,116	26,572	45.60 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	631	5,150	11,071	46.52 %
100-1330-10-512600	UNEMPLOYMENT TAX	92	334	285	117.27 %
100-1330-10-512700	WORKERS' COMPENSATION	-	204	538	37.96 %
Salaries & Benefits		23,995	174,142	299,485	58.15 %
100-1330-10-521300	TECHNICAL SERVICES	1,899	40,604	67,600	60.07 %
100-1330-10-522230	REP & MAINT-VEHICLES	-	-	2,500	- %
100-1330-10-523200	COMMUNICATIONS	126	656	1,500	43.71 %
100-1330-10-523300	ADVERTISING	-	300	2,000	15.00 %
100-1330-10-523400	PRINTING & BINDING	-	292	10,000	2.92 %
100-1330-10-523500	TRAVEL	-	-	3,000	- %
100-1330-10-523600	DUES & FEES	-	2,793	3,500	79.79 %
100-1330-10-523700	EDUCATION/TRAINING	150	1,521	2,000	76.05 %
100-1330-10-523900	CONTRACTUAL SERVICES	78	235,244	430,000	54.71 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	-	678	1,500	45.18 %
100-1330-10-531270	GASOLINE	-	25	500	5.02 %
100-1330-10-531300	HOSPITALITY	-	324	500	64.86 %
Operations & Capital		2,253	282,436	524,600	53.84 %
TOTAL CITY CLERK		26,248	456,579	824,085	55.40 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	112,218	820,240	1,567,607	52.32 %
100-1500-10-512101	HEALTH INSURANCE	12,218	87,552	154,344	56.73 %
100-1500-10-512102	DISABILITY INSURANCE	471	2,782	4,982	55.83 %
100-1500-10-512103	DENTAL INSURANCE	614	4,483	7,497	59.80 %
100-1500-10-512104	LIFE INSURANCE	955	6,044	10,346	58.42 %
100-1500-10-512200	SOCIAL SECURITY	6,760	47,546	97,178	48.93 %
100-1500-10-512300	MEDICARE	1,581	11,505	22,723	50.63 %
100-1500-10-512401	RETIREMENT 401A	9,731	78,445	187,972	41.73 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	4,075	33,408	78,530	42.54 %
100-1500-10-512600	UNEMPLOYMENT TAX	621	1,985	1,900	104.47 %
100-1500-10-512700	WORKERS' COMPENSATION	-	1,144	4,624	24.74 %
Salaries & Benefits		149,245	1,095,133	2,137,703	51.23 %
100-1500-10-521200	PROFESSIONAL SERVICES	-	-	10,000	- %
100-1500-10-521210	PROF SVCS-AUDIT	-	53,500	53,500	100.00 %
100-1500-10-521300	TECHNICAL SERVICES	15	172,253	160,000	107.66 %
100-1500-10-523200	COMMUNICATIONS	230	1,555	2,000	77.75 %
100-1500-10-523300	ADVERTISING	-	3,900	10,000	39.00 %
100-1500-10-523400	PRINTING & BINDING	301	2,859	2,000	142.93 %
100-1500-10-523500	TRAVEL	-	-	7,000	- %
100-1500-10-523600	DUES & FEES	2,299	7,051	5,000	141.01 %
100-1500-10-523700	EDUCATION/TRAINING	504	7,414	10,000	74.14 %
100-1500-10-523900	CONTRACTUAL SERVICES	374	11,290	11,000	102.64 %
100-1500-10-523950	MERCHANT SVCS CHARGES	-	146	1,000	14.60 %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	253	3,229	5,000	64.57 %
100-1500-10-531300	HOSPITALITY	-	475	500	94.95 %
100-1500-10-531750	UNIFORMS	-	-	500	- %
100-1500-10-542400	COMPUTER EQUIPMENT	-	-	6,500	- %
Operations & Capital		3,977	263,670	284,000	92.84 %
TOTAL FINANCE		153,222	1,358,803	2,421,703	56.11 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-511100	SALARIES	-	131,711	315,400	41.76 %
100-1530-10-512101	HEALTH INSURANCE	1,617	11,500	22,000	52.27 %
100-1530-10-512102	DISABILITY INSURANCE	71	501	1,000	50.13 %
100-1530-10-512103	DENTAL INSURANCE	118	875	1,200	72.93 %
100-1530-10-512104	LIFE INSURANCE	146	1,098	1,400	78.44 %
100-1530-10-512200	SOCIAL SECURITY	-	7,896	19,555	40.38 %
100-1530-10-512300	MEDICARE	-	1,728	4,574	37.78 %
100-1530-10-512401	401A RETIREMENT	(26)	12,447	37,848	32.89 %
100-1530-10-512402	401A RETIREMENT-457 MATCH	-	5,392	15,770	34.19 %
100-1530-10-512600	UNEMPLOYMENT TAX	-	161	285	56.64 %
100-1530-10-512700	WORKERS' COMPENSATION	-	171	450	37.98 %
Salaries & Benefits		1,925	173,481	419,482	41.36 %
100-1530-10-521250	PROF SVCS-LEGAL	131,017	306,429	450,000	68.10 %
100-1530-10-521255	PROF SVCS-LITIGATION	10,623	81,090	450,000	18.02 %
Operations & Capital		141,640	387,519	900,000	43.06 %
TOTAL LEGAL SERVICES		143,565	561,000	1,319,482	42.52 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	94,666	773,722	1,633,655	47.36 %
100-1535-10-512101	HEALTH INSURANCE	14,368	112,130	175,802	63.78 %
100-1535-10-512102	DISABILITY INSURANCE	344	2,526	4,898	51.56 %
100-1535-10-512103	DENTAL INSURANCE	721	5,755	9,256	62.18 %
100-1535-10-512104	LIFE INSURANCE	705	5,536	10,160	54.48 %
100-1535-10-512200	SOCIAL SECURITY	5,556	45,419	101,287	44.84 %
100-1535-10-512300	MEDICARE	1,299	10,622	23,688	44.84 %
100-1535-10-512401	401A RETIREMENT	11,234	87,190	196,039	44.48 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	4,726	38,391	81,681	47.00 %
100-1535-10-512600	UNEMPLOYMENT TAX	465	1,357	1,615	84.03 %
100-1535-10-512700	WORKERS' COMPENSATION	-	1,021	3,883	26.30 %
Salaries & Benefits		134,085	1,083,668	2,241,964	48.34 %
100-1535-10-521300	TECHNICAL SERVICES	1,576	538,962	630,107	85.54 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	16,716	116,528	165,600	70.37 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	7,158	48,443	100,000	48.44 %
100-1535-10-523200	COMMUNICATIONS	823	4,910	11,600	42.32 %
100-1535-10-523500	TRAVEL	-	572	5,000	11.44 %
100-1535-10-523600	DUES & FEES	250	3,365	6,000	56.08 %
100-1535-10-523700	EDUCATION/TRAINING	370	7,835	14,000	55.97 %
100-1535-10-523900	CONTRACTUAL SERVICES	-	550	15,000	3.67 %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	1,038	2,171	7,000	31.01 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	1,333	13,542	22,022	61.49 %
100-1535-10-542400	COMPUTER EQUIPMENT	12,030	61,914	143,330	43.20 %
Operations & Capital		41,295	798,793	1,119,659	71.34 %
TOTAL INFORMATION SERVICES		175,379	1,882,461	3,361,623	56.00 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	24,352	179,340	309,718	57.90 %
100-1540-10-512101	HEALTH INSURANCE	5,880	41,596	43,057	96.61 %
100-1540-10-512102	DISABILITY INSURANCE	91	605	1,177	51.39 %
100-1540-10-512103	DENTAL INSURANCE	341	1,897	1,488	127.49 %
100-1540-10-512104	LIFE INSURANCE	187	1,322	2,644	50.00 %
100-1540-10-512200	SOCIAL SECURITY	1,450	10,602	18,612	56.96 %
100-1540-10-512300	MEDICARE	339	2,598	4,491	57.85 %
100-1540-10-512401	401A RETIREMENT	4,174	15,543	37,166	41.82 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	2,179	6,101	15,486	39.39 %
100-1540-10-512600	UNEMPLOYMENT TAX	117	433	380	114.02 %
100-1540-10-512700	WORKERS' COMPENSATION	-	245	510	48.06 %
Salaries & Benefits		39,110	260,282	434,729	59.87 %
100-1540-10-521200	PROFESSIONAL SERVICES	7,580	108,055	177,000	61.05 %
100-1540-10-523200	COMMUNICATIONS	192	1,235	1,500	82.33 %
100-1540-10-523300	ADVERTISING	-	99	5,000	1.98 %
100-1540-10-523500	TRAVEL	-	-	5,000	- %
100-1540-10-523600	DUES & FEES	-	646	2,500	25.84 %
100-1540-10-523700	EDUCATION/TRAINING	500	4,801	7,000	68.59 %
100-1540-10-523900	CONTRACTUAL SERVICES	-	289	-	- %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	15	1,764	2,000	88.19 %
100-1540-10-531300	HOSPITALITY	29	1,390	2,000	69.48 %
Operations & Capital		8,316	118,278	202,000	58.55 %
TOTAL HUMAN RESOURCES		47,426	378,560	636,729	59.45 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	74,459	604,347	1,094,978	55.19 %
100-1565-10-512101	HEALTH INSURANCE	13,275	100,576	162,340	61.95 %
100-1565-10-512102	DISABILITY INSURANCE	283	2,067	5,449	37.94 %
100-1565-10-512103	DENTAL INSURANCE	603	4,507	9,410	47.89 %
100-1565-10-512104	LIFE INSURANCE	560	4,439	9,706	45.74 %
100-1565-10-512200	SOCIAL SECURITY	4,472	36,222	67,888	53.36 %
100-1565-10-512300	MEDICARE	1,046	8,471	15,877	53.36 %
100-1565-10-512401	401A RETIREMENT	8,248	66,659	131,397	50.73 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	3,322	30,598	54,749	55.89 %
100-1565-10-512600	UNEMPLOYMENT TAX	485	1,241	1,710	72.57 %
100-1565-10-512700	WORKERS' COMPENSATION	-	654	9,299	7.03 %
Salaries & Benefits		106,751	859,781	1,562,803	55.02 %
100-1565-10-521200	PROFESSIONAL SERVICES	27,591	201,977	323,500	62.43 %
100-1565-10-521300	TECHNICAL SERVICES	15	65,990	69,747	94.61 %
100-1565-10-522100	CLEANING SERVICES	24,657	171,828	243,800	70.48 %
100-1565-10-522110	GARBAGE DISPOSAL	4,303	30,109	83,000	36.28 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	15,951	203,719	331,425	61.47 %
100-1565-10-522220	REP & MAINT-BUILDINGS	109,948	517,283	960,634	53.85 %
100-1565-10-522310	BUILDING OPERATING LEASE	26,187	205,702	325,000	63.29 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	-	15,933	34,000	46.86 %
100-1565-10-523200	COMMUNICATIONS	914	7,080	5,998	118.04 %
100-1565-10-523250	POSTAGE	2,430	15,424	49,000	31.48 %
100-1565-10-523700	EDUCATION/TRAINING	1,170	2,033	12,500	16.26 %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	6,765	59,805	150,000	39.87 %
100-1565-10-531210	WATER	44,310	253,041	321,200	78.78 %
100-1565-10-531220	NATURAL GAS	6,579	49,089	100,400	48.89 %
100-1565-10-531230	ELECTRICITY	54,162	367,772	781,200	47.08 %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	182	11,204	15,000	74.69 %
100-1565-10-531750	UNIFORMS	575	3,017	12,000	25.14 %
100-1565-10-541200	SITE IMPROVEMENTS	19,394	99,392	200,000	49.70 %
100-1565-10-542400	COMPUTER EQUIPMENT	2,853	3,625	10,090	35.93 %
100-1565-10-579000	CONTINGENCIES	-	-	25,000	- %
Operations & Capital		347,985	2,284,023	4,053,494	56.35 %
TOTAL FACILITIES MANAGEMENT		454,736	3,143,804	5,616,297	55.98 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	50,326	405,085	608,836	66.53 %
100-1570-10-512101	HEALTH INSURANCE	6,616	49,823	55,446	89.86 %
100-1570-10-512102	DISABILITY INSURANCE	191	1,425	2,248	63.41 %
100-1570-10-512103	DENTAL INSURANCE	443	3,284	4,008	81.94 %
100-1570-10-512104	LIFE INSURANCE	410	3,035	5,048	60.12 %
100-1570-10-512200	SOCIAL SECURITY	3,059	24,144	37,748	63.96 %
100-1570-10-512300	MEDICARE	715	5,647	8,829	63.96 %
100-1570-10-512401	401A RETIREMENT	7,238	38,625	73,060	52.87 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	3,697	17,538	30,442	57.61 %
100-1570-10-512600	UNEMPLOYMENT TAX	188	753	665	113.25 %
100-1570-10-512700	WORKERS' COMPENSATION	-	449	1,986	22.63 %
Salaries & Benefits		72,884	549,808	828,316	66.38 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	55,655	340,062	566,000	60.08 %
100-1570-10-522230	REP & MAINT-VEHICLES	-	250	500	50.00 %
100-1570-10-523200	COMMUNICATIONS	425	3,051	3,700	82.47 %
100-1570-10-523300	ADVERTISING	335	2,671	25,000	10.68 %
100-1570-10-523400	PRINTING & BINDING	-	894	10,000	8.94 %
100-1570-10-523500	TRAVEL	-	2,250	2,250	100.00 %
100-1570-10-523600	DUES & FEES	176	2,491	2,250	110.72 %
100-1570-10-523700	EDUCATION/TRAINING	-	-	5,250	- %
100-1570-10-523900	CONTRACTUAL SERVICES	-	28,060	19,130	146.68 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	5,539	118,531	198,000	59.86 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	171	921	10,000	9.21 %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	-	795	5,000	15.90 %
100-1570-10-542400	COMPUTER EQUIPMENT	-	13,962	16,800	83.11 %
Operations & Capital		62,301	513,939	864,380	59.46 %
TOTAL COMMUNICATIONS		135,185	1,063,747	1,692,696	62.84 %

GL ACCOUNT	DESCRIPTION	FEBRUARY 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	-	-	2,790	- %
100-1595-10-512300	MEDICARE	-	-	652	- %
100-1595-10-512500	TUITION REIMBURSEMENT	-	6,967	100,000	6.97 %
100-1595-10-512600	UNEMPLOYMENT TAX	-	-	100	- %
Salaries & Benefits		-	6,967	148,542	4.69 %
100-1595-10-521200	PROFESSIONAL SERVICES	1,250	56,858	230,000	24.72 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	30,456	183,231	787,500	23.27 %
100-1595-10-521300	TECHNICAL SERVICES	-	57,643	-	- %
100-1595-10-523100	PROPERTY & LIABILITY INS	-	1,422,555	1,354,000	105.06 %
100-1595-10-523200	COMMUNICATIONS	5,862	50,039	100,000	50.04 %
100-1595-10-523300	ADVERTISING	-	20,328	-	- %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	-	-	75,000	- %
100-1595-10-579000	CONTINGENCIES	-	-	300,000	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	-	-	140,000	- %
Operations & Capital		37,567	1,790,654	2,986,500	59.96 %
TOTAL GENERAL ADMINISTRATION		37,567	1,797,621	3,135,042	57.34 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	37,552	300,776	555,446	54.15 %
100-2650-20-512101	HEALTH INSURANCE	6,995	45,949	92,590	49.63 %
100-2650-20-512102	DISABILITY INSURANCE	156	954	2,720	35.08 %
100-2650-20-512103	DENTAL INSURANCE	299	2,069	5,048	40.99 %
100-2650-20-512104	LIFE INSURANCE	320	2,092	5,273	39.67 %
100-2650-20-512200	SOCIAL SECURITY	2,232	17,929	34,437	52.06 %
100-2650-20-512300	MEDICARE	522	4,193	8,054	52.06 %
100-2650-20-512401	RETIREMENT 401A	3,562	26,761	66,654	40.15 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	1,122	7,385	27,773	26.59 %
100-2650-20-512600	UNEMPLOYMENT TAX	296	1,002	950	105.48 %
100-2650-20-512700	WORKERS' COMPENSATION	-	409	5,292	7.72 %
Salaries & Benefits		53,058	409,520	804,237	50.92 %
100-2650-20-521260	PROF SVCS-COURT	16,070	120,725	326,600	36.96 %
100-2650-20-521300	TECHNICAL SERVICES	1,152	12,188	120,000	10.16 %
100-2650-20-523200	COMMUNICATIONS	199	1,701	6,240	27.26 %
100-2650-20-523300	ADVERTISING	-	1,800	1,800	100.00 %
100-2650-20-523400	PRINTING & BINDING	754	1,261	1,000	126.08 %
100-2650-20-523600	DUES & FEES	325	590	1,000	59.00 %
100-2650-20-523700	EDUCATION/TRAINING	-	149	10,000	1.49 %
100-2650-20-523950	MERCHANT SVCS CHARGES	-	-	1,500	- %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	606	1,809	3,200	56.54 %
100-2650-20-531300	HOSPITALITY	-	31	1,500	2.05 %
100-2650-20-531600	SMALL TOOLS & EQUIPMENT	-	-	3,000	- %
Operations & Capital		19,106	140,253	475,840	29.47 %
TOTAL MUNICIPAL COURT		72,164	549,773	1,280,077	42.95 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	952,179	7,578,168	13,042,745	58.10 %
100-3210-30-511110	BONUSES	11,000	270,000	-	- %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	27,964	209,914	380,000	55.24 %
100-3210-30-511300	OVERTIME	64,026	685,017	800,000	85.63 %
100-3210-30-512101	HEALTH INSURANCE	138,808	1,027,747	1,601,542	64.17 %
100-3210-30-512102	DISABILITY INSURANCE	3,465	24,606	39,766	61.88 %
100-3210-30-512103	DENTAL INSURANCE	7,796	57,048	85,272	66.90 %
100-3210-30-512104	LIFE INSURANCE	7,088	52,709	86,537	60.91 %
100-3210-30-512200	SOCIAL SECURITY	65,201	524,813	820,678	63.95 %
100-3210-30-512300	MEDICARE	15,249	123,363	191,934	64.27 %
100-3210-30-512401	RETIREMENT 401A	107,784	819,051	1,588,409	51.56 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	43,142	342,319	661,837	51.72 %
100-3210-30-512500	TUITION REIMBURSEMENT	-	4,920	25,000	19.68 %
100-3210-30-512600	UNEMPLOYMENT TAX	3,929	16,818	17,575	95.69 %
100-3210-30-512700	WORKERS' COMPENSATION	1,495	184,622	345,476	53.44 %
Salaries & Benefits		1,449,124	11,921,114	19,686,771	60.55 %
100-3210-30-521200	PROFESSIONAL SERVICES	(1,533)	83,841	175,000	47.91 %
100-3210-30-521270	JAIL SERVICES	-	130,665	300,000	43.56 %
100-3210-30-521275	INMATE MEDICAL SERVICES	-	4,585	150,000	3.06 %
100-3210-30-521300	TECHNICAL SERVICES	44,393	551,920	1,278,000	43.19 %
100-3210-30-522100	CLEANING SERVICES	7,008	42,048	84,100	50.00 %
100-3210-30-522110	GARBAGE DISPOSAL	169	1,169	2,000	58.45 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	1,345	11,909	40,000	29.77 %
100-3210-30-522220	REP & MAINT-BUILDINGS	1,908	10,210	17,500	58.34 %
100-3210-30-522230	REP & MAINT-VEHICLES	60,127	298,594	375,000	79.62 %
100-3210-30-522310	BUILDING OPERATING LEASE	57,335	445,649	679,000	65.63 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	-	485	2,000	24.25 %
100-3210-30-523200	COMMUNICATIONS	15,364	110,627	185,000	59.80 %
100-3210-30-523250	POSTAGE	224	1,204	3,000	40.13 %
100-3210-30-523300	ADVERTISING	-	13,355	14,000	95.40 %
100-3210-30-523400	PRINTING & BINDING	120	5,950	7,000	85.00 %
100-3210-30-523500	TRAVEL	2,792	26,474	60,000	44.12 %
100-3210-30-523600	DUES & FEES	455	15,405	14,000	110.04 %
100-3210-30-523700	EDUCATION/TRAINING	14,579	45,167	120,000	37.64 %
100-3210-30-523900	CONTRACTUAL SERVICES	6,488	38,146	90,000	42.38 %
100-3210-30-523950	MERCHANT SVCS CHARGES	-	1,569	1,000	156.92 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	13,203	57,389	57,884	99.14 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	164	725	2,000	36.25 %
100-3210-30-531220	NATURAL GAS	2,692	10,505	17,000	61.79 %
100-3210-30-531230	ELECTRICITY	3,466	30,740	55,000	55.89 %
100-3210-30-531270	GASOLINE	50,213	346,106	525,000	65.92 %
100-3210-30-531300	HOSPITALITY	1,673	23,068	25,060	92.05 %
100-3210-30-531600	POLICE EQUIPMENT	5,615	63,415	175,000	36.24 %
100-3210-30-531750	UNIFORMS	26,089	115,513	166,000	69.59 %
100-3210-30-542100	MACHINERY & EQUIPMENT	-	477	-	- %
100-3210-30-542200	VEHICLES	11,184	204,498	939,000	21.78 %
100-3210-30-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		325,071	2,691,408	5,613,544	47.94 %
TOTAL POLICE		1,774,196	14,612,522	25,300,315	57.76 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	630,352	5,082,523	7,978,708	63.70 %
100-3510-30-511110	BONUSES	3,250	67,750	-	- %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	11,861	90,041	194,500	46.29 %
100-3510-30-511300	OVERTIME	31,908	283,721	450,000	63.05 %
100-3510-30-512101	HEALTH INSURANCE	125,223	880,529	1,379,297	63.84 %
100-3510-30-512102	DISABILITY INSURANCE	2,300	94,583	154,974	61.03 %
100-3510-30-512103	DENTAL INSURANCE	6,115	43,394	67,462	64.32 %
100-3510-30-512104	LIFE INSURANCE	4,708	35,579	59,273	60.03 %
100-3510-30-512200	SOCIAL SECURITY	39,806	322,579	494,680	65.21 %
100-3510-30-512300	MEDICARE	9,310	76,077	115,692	65.76 %
100-3510-30-512401	RETIREMENT 401A	71,363	514,366	957,445	53.72 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	28,013	217,837	398,936	54.60 %
100-3510-30-512600	UNEMPLOYMENT TAX	3,508	11,853	11,685	101.44 %
100-3510-30-512700	WORKERS' COMPENSATION	15	70,349	126,184	55.75 %
Salaries & Benefits		967,734	7,791,182	12,388,836	62.89 %
100-3510-30-521200	PROFESSIONAL SERVICES	1,200	9,389	10,000	93.89 %
100-3510-30-521300	TECHNICAL SERVICES	13,600	123,607	134,582	91.85 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	3,771	39,301	66,500	59.10 %
100-3510-30-522220	REP & MAINT-BUILDINGS	1,671	58,242	80,700	72.17 %
100-3510-30-522230	REP & MAINT-VEHICLES	9,413	159,464	231,585	68.86 %
100-3510-30-523200	COMMUNICATIONS	3,905	26,727	48,000	55.68 %
100-3510-30-523400	PRINTING & BINDING	106	1,112	3,800	29.26 %
100-3510-30-523500	TRAVEL	2,140	14,401	38,000	37.90 %
100-3510-30-523600	DUES & FEES	40	6,530	15,000	43.54 %
100-3510-30-523700	EDUCATION/TRAINING	1,350	35,427	74,220	47.73 %
100-3510-30-523900	CONTRACTUAL SERVICES	11,030	50,007	118,400	42.24 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	3,508	63,315	81,300	77.88 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	14,696	101,451	117,500	86.34 %
100-3510-30-531210	WATER	2,595	9,456	25,000	37.83 %
100-3510-30-531220	NATURAL GAS	2,184	8,601	25,000	34.40 %
100-3510-30-531230	ELECTRICITY	3,023	24,651	52,000	47.41 %
100-3510-30-531270	GASOLINE	13,333	108,991	150,000	72.66 %
100-3510-30-531300	HOSPITALITY	1,872	15,060	19,280	78.11 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	7,018	45,249	69,050	65.53 %
100-3510-30-531750	UNIFORMS	4,103	27,731	101,300	27.37 %
100-3510-30-541200	SITE IMPROVEMENTS	-	47,415	47,415	100.00 %
100-3510-30-542100	MACHINERY & EQUIPMENT	-	-	30,000	- %
100-3510-30-542300	FURNITURE & FIXTURES	630	4,054	7,500	54.05 %
100-3510-30-542400	COMPUTER EQUIPMENT	-	283	2,500	11.32 %
100-3510-30-579000	CONTINGENCIES	-	-	100,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	-	406,621	1,021,097	39.82 %
100-3510-30-582200	CAPITAL LEASE INTEREST	-	37,863	121,724	31.11 %
Operations & Capital		101,189	1,424,948	2,791,453	51.05 %
TOTAL FIRE		1,068,923	9,216,130	15,180,289	60.71 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	7,282	60,328	90,586	66.60 %
100-3810-30-511110	BONUSES	-	1,500	-	- %
100-3810-30-512101	HEALTH INSURANCE	539	4,085	6,328	64.55 %
100-3810-30-512102	DISABILITY INSURANCE	19	140	216	65.04 %
100-3810-30-512103	DENTAL INSURANCE	26	202	313	64.53 %
100-3810-30-512104	LIFE INSURANCE	38	308	484	63.55 %
100-3810-30-512200	SOCIAL SECURITY	446	3,785	5,616	67.40 %
100-3810-30-512300	MEDICARE	104	885	1,313	67.42 %
100-3810-30-512401	401A RETIREMENT	866	6,864	10,870	63.14 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	364	3,016	4,530	66.59 %
100-3810-30-512600	UNEMPLOYMENT TAX	8	95	95	99.99 %
100-3810-30-512700	WORKERS' COMPENSATION	-	82	114	71.67 %
Salaries & Benefits		9,693	81,290	120,465	67.48 %
100-3810-30-521200	PROFESSIONAL SERVICES	-	195,000	260,000	75.00 %
100-3810-30-521300	TECHNICAL SERVICES	1,567	2,017	8,200	24.59 %
100-3810-30-522210	REP & MAINT-EQUIPMENT	889	2,350	5,000	46.99 %
100-3810-30-523200	COMMUNICATIONS	182	1,424	2,000	71.19 %
100-3810-30-523500	TRAVEL	-	-	5,500	- %
100-3810-30-523700	EDUCATION/TRAINING	-	-	1,000	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	-	10,684	30,000	35.61 %
100-3810-30-531102	EMERGENCY EVENT RESPONSE	6,847	42,126	100,000	42.13 %
100-3810-30-531600	SMALL TOOLS & EQUIPMENT	-	3,108	18,500	16.80 %
100-3810-30-542100	MACHINERY & EQUIPMENT	-	15,635	43,000	36.36 %
100-3810-30-572000	PAYMENTS TO OTHER AGENCIES	-	481,622	625,000	77.06 %
Operations & Capital		9,485	753,964	1,098,200	68.65 %
TOTAL EMERGENCY MANAGEMENT		19,178	835,254	1,218,665	68.54 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	203,121	1,643,135	2,849,293	57.67 %
100-4100-40-511300	OVERTIME	-	-	60,000	- %
100-4100-40-512101	HEALTH INSURANCE	29,860	229,500	376,180	61.01 %
100-4100-40-512102	DISABILITY INSURANCE	932	6,963	11,208	62.12 %
100-4100-40-512103	DENTAL INSURANCE	1,610	12,367	20,395	60.64 %
100-4100-40-512104	LIFE INSURANCE	1,826	14,735	24,169	60.97 %
100-4100-40-512200	SOCIAL SECURITY	12,171	97,634	178,516	54.69 %
100-4100-40-512300	MEDICARE	2,846	22,984	41,750	55.05 %
100-4100-40-512401	401A RETIREMENT	25,003	173,245	345,516	50.14 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	10,863	73,034	143,964	50.73 %
100-4100-40-512600	UNEMPLOYMENT TAX	939	3,117	3,230	96.49 %
100-4100-40-512700	WORKERS' COMPENSATION	-	2,135	39,102	5.46 %
Salaries & Benefits		289,169	2,278,847	4,093,323	55.67 %
100-4100-40-521200	PROFESSIONAL SERVICES	-	989	25,000	3.96 %
100-4100-40-521300	TECHNICAL SERVICES	6,250	145,128	191,176	75.91 %
100-4100-40-522230	REP & MAINT-VEHICLES	731	4,133	15,000	27.55 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	-	5,287	15,000	35.25 %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	-	25,000	- %
100-4100-40-522270	SIDEWALK MAINTENANCE	-	25,000	25,000	100.00 %
100-4100-40-522280	FIBER MAINTENANCE	-	44,783	72,000	62.20 %
100-4100-40-523200	COMMUNICATIONS	2,604	18,838	40,404	46.62 %
100-4100-40-523500	TRAVEL	-	50	12,500	0.40 %
100-4100-40-523600	DUES & FEES	66	3,895	7,000	55.65 %
100-4100-40-523700	EDUCATION/TRAINING	110	8,736	20,000	43.68 %
100-4100-40-523900	CONTRACTUAL SERVICES	254,256	2,317,001	4,679,637	49.51 %
100-4100-40-523900 REMVL	CONTRACTUAL SERVICES	-	132,610	300,000	44.20 %
100-4100-40-523900 SAP	CONTRACTUAL SERVICES	-	72,780	100,000	72.78 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	30,586	39,366	75,000	52.49 %
100-4100-40-531235	STREET LIGHTS	124,424	847,389	1,525,000	55.57 %
100-4100-40-531270	GASOLINE	1,876	14,942	25,000	59.77 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	71	5,079	41,000	12.39 %
100-4100-40-531700	OTHER SUPPLIES	597	16,022	-	- %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	848	5,000	16.96 %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	17,033	117,545	200,000	58.77 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	4,481	11,527	30,000	38.42 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	9,576	122,936	180,000	68.30 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	1,000	6,000	35,000	17.14 %
100-4100-40-531750	UNIFORMS	43	4,566	7,000	65.23 %
100-4100-40-542200	MOTOR VEHICLES	275	56,814	66,000	86.08 %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	36,678	36,678	175,000	20.96 %
100-4100-40-579000	CONTINGENCIES	-	-	98,000	- %
Operations & Capital		490,658	4,058,941	7,989,717	50.80 %
TOTAL PUBLIC WORKS		779,827	6,337,787	12,083,040	52.45 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	9,755	79,081	128,666	61.46 %
100-4900-10-512101	HEALTH INSURANCE	1,079	7,896	6,328	124.77 %
100-4900-10-512102	DISABILITY INSURANCE	38	286	279	102.62 %
100-4900-10-512103	DENTAL INSURANCE	43	331	313	105.74 %
100-4900-10-512104	LIFE INSURANCE	79	628	625	100.54 %
100-4900-10-512200	SOCIAL SECURITY	572	4,633	7,978	58.07 %
100-4900-10-512300	MEDICARE	134	1,084	1,865	58.10 %
100-4900-10-512401	401A RETIREMENT	1,159	8,954	15,439	58.00 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	487	3,953	6,434	61.44 %
100-4900-10-512600	UNEMPLOYMENT TAX	70	161	190	84.69 %
100-4900-10-512700	WORKERS' COMPENSATION	-	82	158	51.71 %
Salaries & Benefits		13,416	107,089	168,275	63.64 %
100-4900-10-521200	PROFESSIONAL SERVICES	27,061	102,503	130,000	78.85 %
100-4900-10-521300	TECHNICAL SERVICES	126	126	20,000	0.63 %
100-4900-10-523200	COMMUNICATIONS	78	549	1,000	54.90 %
100-4900-10-523700	EDUCATION/TRAINING	-	-	1,500	- %
100-4900-10-531100	GENERAL SUPPLIES & MATLS	-	810	3,500	23.14 %
100-4900-10-531270	GASOLINE	-	-	3,700	- %
100-4900-10-531750	UNIFORMS	-	-	1,000	- %
Operations & Capital		27,265	103,988	160,700	64.71 %
TOTAL FLEET MANAGEMENT		40,682	211,077	328,975	64.16 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	68,759	548,068	924,030	59.31 %
100-6110-50-511200	PT/TEMP EMPLOYEES - GYM	-	364	260,000	0.14 %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	15,882	115,654	230,000	50.28 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	6,777	59,513	125,000	47.61 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	1,948	16,553	85,000	19.47 %
100-6110-50-512101	HEALTH INSURANCE	9,615	73,871	101,109	73.06 %
100-6110-50-512102	DISABILITY INSURANCE	265	1,977	2,744	72.06 %
100-6110-50-512103	DENTAL INSURANCE	441	3,264	4,980	65.55 %
100-6110-50-512104	LIFE INSURANCE	521	4,171	6,131	68.02 %
100-6110-50-512200	SOCIAL SECURITY	5,670	43,420	57,290	75.79 %
100-6110-50-512300	MEDICARE	1,326	10,475	13,398	78.18 %
100-6110-50-512401	401A RETIREMENT	8,066	62,059	110,883	55.97 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	3,278	26,513	46,202	57.38 %
100-6110-50-512600	UNEMPLOYMENT TAX	634	2,102	5,225	40.23 %
100-6110-50-512700	WORKERS' COMPENSATION	-	7,482	19,598	38.18 %
Salaries & Benefits		123,183	975,485	1,991,590	48.98 %
100-6110-50-521300	TECHNICAL SERVICES	-	15,038	13,440	111.89 %
100-6110-50-522100	CLEANING SERVICES	5,600	39,200	70,880	55.30 %
100-6110-50-522220	REP & MAINT-BUILDINGS	-	2,810	10,000	28.10 %
100-6110-50-522230	REP & MAINT-VEHICLES	905	5,867	3,000	195.56 %
100-6110-50-522240	REP & MAINT-PARKS	30,888	251,862	443,000	56.85 %
100-6110-50-523200	COMMUNICATIONS	1,002	7,093	15,426	45.98 %
100-6110-50-523300	ADVERTISING	-	5,192	10,000	51.92 %
100-6110-50-523500	TRAVEL	-	1,076	7,000	15.37 %
100-6110-50-523600	DUES & FEES	-	2,313	4,200	55.07 %
100-6110-50-523700	EDUCATION/TRAINING	(255)	3,452	12,092	28.55 %
100-6110-50-523900	CONTRACTUAL SERVICES	67,660	437,404	814,200	53.72 %
100-6110-50-523950	MERCHANT SVCS CHARGES	1,581	4,676	12,500	37.40 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	1,841	6,088	6,000	101.47 %
100-6110-50-531102	PROGRAM SUPPLIES	2,552	26,446	60,000	44.08 %
100-6110-50-531210	WATER	9,856	27,152	66,500	40.83 %
100-6110-50-531220	NATURAL GAS	2,377	9,911	13,500	73.41 %
100-6110-50-531230	ELECTRICITY	13,750	79,652	162,245	49.09 %
100-6110-50-531270	GASOLINE	1,606	11,296	15,000	75.31 %
100-6110-50-531300	HOSPITALITY	-	1,067	1,000	106.74 %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	7,875	25,389	60,000	42.31 %
100-6110-50-531750	UNIFORMS	55	1,792	3,500	51.21 %
100-6110-50-542200	MOTOR VEHICLES	-	13,954	40,000	34.88 %
100-6110-50-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		147,293	978,729	1,893,483	51.69 %
TOTAL PARKS & RECREATION		270,476	1,954,215	3,885,073	50.30 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	199,474	1,626,000	2,683,539	60.59 %
100-7450-60-512101	HEALTH INSURANCE	35,317	259,647	385,409	67.37 %
100-7450-60-512102	DISABILITY INSURANCE	747	5,431	8,988	60.43 %
100-7450-60-512103	DENTAL INSURANCE	1,569	11,558	15,260	75.74 %
100-7450-60-512104	LIFE INSURANCE	1,457	11,437	18,612	61.45 %
100-7450-60-512200	SOCIAL SECURITY	11,839	96,469	166,380	57.98 %
100-7450-60-512300	MEDICARE	2,769	22,561	38,911	57.98 %
100-7450-60-512401	401A RETIREMENT	23,611	165,519	322,025	51.40 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	8,886	66,916	134,177	49.87 %
100-7450-60-512600	UNEMPLOYMENT TAX	1,315	3,955	3,610	109.57 %
100-7450-60-512700	WORKERS' COMPENSATION	-	2,521	32,904	7.66 %
Salaries & Benefits		286,984	2,272,015	3,809,815	59.64 %
100-7450-60-521200	PROFESSIONAL SERVICES	1,826	1,826	300,000	0.61 %
100-7450-60-521300	TECHNICAL SERVICES	9,054	86,987	162,000	53.70 %
100-7450-60-522230	REP & MAINT-VEHICLES	1,824	9,453	15,000	63.02 %
100-7450-60-523200	COMMUNICATIONS	2,092	14,863	26,500	56.09 %
100-7450-60-523300	ADVERTISING	940	7,840	20,000	39.20 %
100-7450-60-523500	TRAVEL	1,650	4,167	13,000	32.05 %
100-7450-60-523600	DUES & FEES	405	4,864	34,000	14.31 %
100-7450-60-523700	EDUCATION/TRAINING	735	6,125	18,000	34.03 %
100-7450-60-523900	CONTRACTUAL SERVICES	45,330	164,060	101,700	161.32 %
100-7450-60-523950	MERCHANT SVCS CHARGES	-	-	100	- %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	238	19,933	29,574	67.40 %
100-7450-60-531270	GASOLINE	2,071	15,156	23,000	65.89 %
100-7450-60-531300	HOSPITALITY	264	6,364	10,000	63.64 %
100-7450-60-531750	UNIFORMS	110	4,292	10,000	42.92 %
Operations & Capital		66,538	345,930	762,874	45.35 %
TOTAL COMMUNITY DEVELOPMENT		353,521	2,617,945	4,572,689	57.25 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ECONOMIC DEVELOPMENT EXPENDITURES					
100-7520-60-511100	SALARIES	6,328	47,387	192,767	24.58 %
100-7520-60-512101	HEALTH INSURANCE	539	4,737	44,399	10.67 %
100-7520-60-512102	DISABILITY INSURANCE	17	130	1,036	12.59 %
100-7520-60-512103	DENTAL INSURANCE	17	129	2,585	4.99 %
100-7520-60-512104	LIFE INSURANCE	36	286	1,902	15.06 %
100-7520-60-512200	SOCIAL SECURITY	379	2,788	11,951	23.33 %
100-7520-60-512300	MEDICARE	89	652	2,796	23.32 %
100-7520-60-512401	401A RETIREMENT	666	4,769	23,132	20.62 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	284	2,320	9,638	24.07 %
100-7520-60-512600	UNEMPLOYMENT TAX	56	105	190	55.16 %
100-7520-60-512700	WORKERS' COMPENSATION	-	123	920	13.32 %
Salaries & Benefits		8,412	63,427	291,316	21.77 %
100-7520-60-521205	PROF SVCS-OTHER	-	-	20,000	- %
100-7520-60-523200	COMMUNICATIONS	45	318	1,000	31.79 %
100-7520-60-523300	ADVERTISING	-	12,935	18,700	69.17 %
100-7520-60-523500	TRAVEL	-	-	3,600	- %
100-7520-60-523600	DUES & FEES	272	13,877	16,345	84.90 %
100-7520-60-523700	EDUCATION/TRAINING	-	42	3,875	1.09 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	-	75	500	14.99 %
100-7520-60-531300	HOSPITALITY	143	1,536	8,000	19.20 %
Operations & Capital		461	28,784	72,020	39.97 %
TOTAL ECONOMIC DEVELOPMENT		8,873	92,211	363,336	25.38 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	17,293	137,673	203,678	67.59 %
100-9000-90-582300	NOTE INTEREST EXPENSE	2,318	19,213	31,652	60.70 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	991,047	7,928,372	32,893,816	24.10 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	-	13,557,925	- %
100-9000-90-611555	TRANSFER OUT TO ARTS CENTER	334,292	1,002,877	1,314,607	76.29 %
100-9000-90-611561	XFER OUT TO STORMWATER	143,333	1,146,667	1,720,000	66.67 %
Operations & Capital		1,488,283	10,234,802	49,721,678	20.58 %
	TOTAL TRANSFERS	1,488,283	10,234,802	49,721,678	20.58 %
	TOTAL EXPENDITURES	\$7,166,644	\$58,095,533	\$134,454,587	43.21 %
GENERAL FUND - 100		\$4,965,579	\$32,324,271		

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2022**

03/14/2022

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	5,893	1,620	75,000	2.16 %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	-	135,683	125,000	108.55 %
	TOTAL FINES & FORFEITURES	5,893	137,304	200,000	68.65 %
	TOTAL REVENUES	\$5,893	\$137,304	\$200,000	68.65 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	1,718	1,718	-	- %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	-	153,333	200,000	76.67 %
	TOTAL POLICE	1,718	155,051	200,000	77.53 %
	TOTAL EXPENDITURES	\$1,718	\$155,051	\$200,000	77.53 %
CONFISCATED ASSET FUND - 210		\$4,175	(\$17,747)	\$-	- %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
215-0000-30-342500	ALL REVENUE	318,495	1,835,272	3,000,000	61.18 %
	TOTAL CHARGES & FEES	318,495	1,835,272	3,000,000	61.18 %
	TOTAL REVENUES	\$318,495	\$1,835,272	\$3,000,000	61.18 %
EMERGENCY MANAGEMENT EXPENDITURES					
215-3810-30-572000	PAYMENTS TO OTHER AGENCIES	318,495	1,835,272	3,000,000	61.18 %
	TOTAL EMERGENCY MANAGEMENT	318,495	1,835,272	3,000,000	61.18 %
	TOTAL EXPENDITURES	\$318,495	\$1,835,272	\$3,000,000	61.18 %
E911 FUND - 215		\$-	\$-	\$-	- %

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2022**

03/14/2022

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	9,854	246,288	150,000	164.19 %
	TOTAL CHARGES & FEES	9,854	246,288	150,000	164.19 %
220-0000-50-399999	USE OF FUND BALANCE	-	-	181,000	- %
	TOTAL OTHER FINANCING SOURCES	-	-	181,000	- %
	TOTAL REVENUES	\$9,854	\$246,288	\$331,000	74.41 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-541200	SITE IMPROVEMENTS	-	51,427	74,295	69.22 %
	TOTAL TREE FUND EXPENSE	-	51,427	74,295	69.22 %
TRANSFERS OUT EXPENDITURES					
220-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	-	331,000	- %
	TOTAL TRANSFERS OUT	-	-	331,000	- %
	TOTAL EXPENDITURES	\$-	\$51,427	\$405,295	12.69 %
TREE FUND - 220		\$9,854	\$194,862	(\$74,295)	(262.28%)

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2022**

03/14/2022

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	40,893	493,463	200,000	246.73 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	4,003	49,155	-	- %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	15,000	196,806	-	- %
	TOTAL CHARGES & FEES	59,896	739,423	200,000	369.71 %
	TOTAL REVENUES	\$59,896	\$739,423	\$200,000	369.71 %
TRANSFERS EXPENDITURES					
225-0000-90-611100 PARKS	TRANSFER TO GENERAL FUND	-	6,809	-	- %
225-0000-90-611351 TRANS	TRANSFER TO CAPITAL PROJECTS	-	-	200,000	- %
	TOTAL TRANSFERS	-	6,809	200,000	3.40 %
	TOTAL EXPENDITURES	\$-	\$6,809	\$200,000	3.40 %
IMPACT FEE FUND - 225		\$59,896	\$732,614	\$-	- %

**CDBG FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2022**

03/14/2022

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	194	926	-	- %
	TOTAL INVESTMENT INCOME	194	926	-	- %
245-0000-60-399999	USE OF FUND BALANCE	-	-	684,425	- %
	TOTAL OTHER FINANCING SOURCES	-	-	684,425	- %
245-0000-60-331100	FEDERAL MATCHING GRANTS	-	123,921	650,000	19.06 %
245-0000-60-331100 CDB20	FEDERAL MATCHING GRANTS	-	236,683	-	- %
	TOTAL OTHER REVENUES	-	360,604	650,000	55.48 %
	TOTAL REVENUES	\$194	\$361,530	\$1,334,425	27.09 %
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400 AC181	INFRASTRUCTURE	106,822	338,353	468,543	72.21 %
245-7450-60-541400 CDB21	INFRASTRUCTURE	-	-	600,000	- %
	TOTAL CDBG	106,822	338,353	1,068,543	31.66 %
CDBG FUND DEBT SERVICE EXPENDITURES					
245-8000-00-581300	NOTE PRINCIPAL	-	-	653,208	- %
245-8000-00-581300 ACT19	NOTE PRINCIPAL	-	287,000	-	- %
245-8000-00-582300	NOTE INTEREST EXPENSE	-	36,920	81,217	45.46 %
245-8000-00-582300 ACT19	NOTE INTEREST EXPENSE	-	40,608	-	- %
	TOTAL CDBG FUND DEBT SERVICE	-	364,529	734,425	49.63 %
	TOTAL EXPENDITURES	\$106,822	\$702,882	\$1,802,968	38.98 %
CDBG FUND - 245		(\$106,628)	(\$341,352)	(\$468,543)	72.85 %

**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2022**

03/14/2022

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	258,558	2,411,301	1,600,000	150.71 %
	TOTAL TAXES	258,558	2,411,301	1,600,000	150.71 %
	TOTAL REVENUES	\$258,558	\$2,411,301	\$1,600,000	150.71 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	73,844	688,668	450,000	153.04 %
275-9000-90-611555	TRANSFER OUT TO ARTS CENTER	101,613	947,641	600,000	157.94 %
275-9000-90-611850	TRANSFER TO HOSPITALITY	83,101	774,992	550,000	140.91 %
	TOTAL TRANSFERS	258,558	2,411,301	1,600,000	150.71 %
	TOTAL EXPENDITURES	\$258,558	\$2,411,301	\$1,600,000	150.71 %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2022**

03/14/2022

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	5,255	44,728	70,000	63.90 %
	TOTAL TAXES	5,255	44,728	70,000	63.90 %
	TOTAL REVENUES	\$5,255	\$44,728	\$70,000	63.90 %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	5,255	44,728	70,000	63.90 %
	TOTAL RMVET EXPENDITURES	5,255	44,728	70,000	63.90 %
	TOTAL EXPENDITURES	\$5,255	\$44,728	\$70,000	63.90 %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	FEBRUARY MTD ACTUAL	2022 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		1,730,155	13,045,332	91,564,399	89,465,012	(2,099,387)
FEDERAL MATCHING GRANTS	TS131	-	-	-	3,050,000	3,050,000
INTEREST REVENUE		-	-	247,459	-	(247,459)
		\$1,730,155	\$13,045,332	\$91,811,858	\$92,515,012	\$703,154
TRANSPORTATION						
TEI-Spalding@Dalrymple/Trowbridge	TS103	-	6,059	2,408,689	2,580,000	171,311
TEI-Roswell@GrogansFerry	TS105	88,377	845,975	4,744,510	4,700,000	(44,510)
TEI-Riverview@Northside	TS106	-	5,554	868,758	2,902,748	2,033,990
TEI-SCOOT Upgrade	TS107	-	10,232	1,484,961	1,497,252	12,291
TEI-Roswell@Dalrymple	TS108	14,398	15,058	241,550	1,840,000	1,598,450
TEI-MountParan@PowersFerry	TS110	-	-	354,329	400,000	45,671
TEI-Spalding@Pitts	TS111	71,505	89,554	383,502	2,718,179	2,334,677
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	-	-	472,581	527,699	55,118
SWP-JohnsonFerry:Harleston/Glenridg	TS161	-	-	415,275	416,417	1,142
SWP-Windsor:PeachtreeDun/CityLimit	TS164	-	34,420	1,204,969	1,213,603	8,634
SWP-Northwood:Kingsport/Roswell	TS165	-	-	268,968	268,968	-
SWP-Spalding:SpaldingLake/Publix	TS166	-	122,912	904,816	1,763,352	858,536
SWP-BrandonMill:MarshCr/LostForest	TS167	179,471	1,109,323	1,944,909	1,950,728	5,819
SWP-Dalrymple:Princeton/Duncourtney	TS168	-	17,733	212,044	659,155	447,111
SWP-DunwoodyClub:Spalding/Fenimore	TS169	67,568	365,452	1,067,108	1,165,000	97,892
SWP-InterstateN:CityLimit/Northside	TS170	117,027	380,853	2,535,153	2,646,272	111,119
SWP-Roberts:Northridge/DavisAcademy	TS171	-	67,956	464,949	530,304	65,355
SWP-BrandonMill:LostForest/BrandonR	TS172	27,000	58,313	220,581	1,465,000	1,244,419
JohnsonFerry/MountVernon Efficiency	TS191	47,633	91,649	2,591,050	25,300,000	22,708,950
MountVernon Multiuse Path	TS192	225,640	992,082	2,050,136	10,414,500	8,364,364
Hammond Phase 1 (ROW/Design)	TS193	56,700	1,228,819	12,493,302	12,498,000	4,698
T-SPLOST ADMIN COSTS	TS999	59,988	486,081	4,389,543	8,850,000	4,460,457
		\$955,306	\$5,928,026	\$41,829,517	\$92,515,012	\$50,685,495
T-SPLOST PROJECTS FUND - 335		\$774,849	\$7,117,307	\$49,982,341	\$-	(\$49,982,341)

PROJECT DESCRIPTION	PROJ #	FEBRUARY MTD ACTUAL	2022 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
CAPITAL CONTINGENCY	C9999	-	-	-	4,639,175	4,639,175
		\$-	\$-	\$-	\$4,639,175	\$4,639,175
FACILITIES						
HERITAGE BLUESTONE BLDG	F0002	-	-	2,187,608	2,189,874	2,265
FIRE STATION	F0004	-	-	1,664,016	1,253,957	(410,059)
TROWBRIDGE FACILITY	F0005	310	310	2,161,271	2,260,000	98,729
BACK-UP E911 CALL CENTER	F0007	23,867	38,033	244,443	350,000	105,557
CULTURAL CENTER	F0008	41,050	59,600	80,652	2,500,000	2,419,348
PUBLIC SAFETY BUILDING	F0009	-	-	59,250	100,000	40,750
WAYFINDING SIGNAGE	F2101	40,976	65,047	152,603	1,500,000	1,347,397
CISTERN IMPROVEMENTS	F2102	2,795	120,739	204,957	305,000	100,043
CITY CENTER MASTER PLAN UPDATE	F2103	-	40,300	189,725	190,000	275
VETERANS PARK	F2104	32,210	117,793	561,069	1,586,000	1,024,931
ELECTRIC VEHICLE CHARGING STATIONS	F2201	-	-	24,837	75,738	50,901
MT VERNON MULTI PATH CAMERA	F2202	-	-	-	16,000	16,000
HVAC MINI SPLIT FOR IT SERVERS	F2203	-	-	-	30,000	30,000
HVAC CHILLER PLANT MINI SPLIT	F2204	-	-	-	20,000	20,000
FACILITIES MAINTENANCE	F2205	-	78,881	214,421	1,517,290	1,302,869
ABERNATHY SITE IMP	F2206	-	-	-	1,000,000	1,000,000
CITY GREEN STAGE IMP	F2207	-	-	-	250,000	250,000
FIREFIGHTER TURN OUT GEAR	FD221	77,849	118,073	123,820	166,000	42,180
RADIO MCT FIRE TRUCKS	FD222	4,725	20,938	30,388	35,800	5,412
FIRE DEPARTMENT STRATEGIC PLAN	FD223	-	-	-	25,000	25,000
ADMIN VEHICLES	FD224	-	-	148,042	350,000	201,958
FIRE DEPT RADIOS	FD225	-	-	463,901	465,000	1,099
		\$223,781	\$659,713	\$8,511,005	\$16,185,659	\$7,674,654
CITY CENTER						
LAND ACQUISITION & DEMOLITION	CC001	-	25,429	34,119,839	35,240,213	1,120,374
UTILITIES RELOCATION	CC006	-	10,480	50,480	6,194,555	6,144,075
SANDY SPRINGS CIRCLE PHASE 2	CC010	410,132	481,870	6,557,787	8,087,570	1,529,783
FURNITURE FIXTURES & EQUIPMENT	CC011	-	-	7,770,465	7,834,555	64,090
		\$410,132	\$517,779	\$48,498,571	\$57,356,893	\$8,858,322
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	-	13,500	240,413	276,913	36,500
INDOOR ART PROGRAM	A0002	-	-	5,000	100,000	95,000
PAY AND COMP STUDY IMPLEMENTATION	A2201	-	-	-	800,000	800,000
		\$-	\$13,500	\$245,413	\$1,176,913	\$931,500
CIPV						
CAPITAL VEHICLE PURCHASE	CIPV	-	-	-	2,958,011	2,958,011
		\$-	\$-	\$-	\$2,958,011	\$2,958,011
CM221						
ORGANIZATIONAL LEADERSHIP DEV	CM221	-	-	-	37,500	37,500
		\$-	\$-	\$-	\$37,500	\$37,500
I2201						
MULTI FACTOR AUTHENTICATION	I2201	-	5,137	5,137	15,000	9,863
		\$-	\$5,137	\$5,137	\$15,000	\$9,863
I2202						
NETWORK HARDWARE REPLACEMENT	I2202	5,071	105,631	105,631	205,000	99,369
		\$5,071	\$105,631	\$105,631	\$205,000	\$99,369
V2201						
FLEET ELECTRIC VEHICLES	V2201	-	119,789	119,789	240,000	120,211
		\$-	\$119,789	\$119,789	\$240,000	\$120,211

PROJECT DESCRIPTION	PROJ #	FEBRUARY MTD ACTUAL	2022 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	33,224	326,331	748,932	8,406,826	7,657,894
CHATTAHOOCHEE RIVER BRIDGE	T0035	25	10,103	141,271	760,000	618,729
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	22,794	22,794	1,661,993	1,937,354	275,361
CARPENTER DR REALIGNMENT	T0046	-	-	3,385,326	3,436,199	50,872
HAMMOND PD GLENRIDGE ATMS	T0054	-	-	1,699,535	1,721,735	22,201
CITY CENTER TRANSPORTATION NETWORK	T0058	3,419	71,065	3,683,559	3,915,000	231,441
BIKE/PED/TRAIL DESIGN & IMPLEM	T0060	42,623	192,200	2,050,322	2,258,919	208,597
CITY SPRINGS STREETSCAPES	T0062	-	-	1,556,642	1,589,063	32,421
NORTH END REVITALIZATION	T0063	-	7,262	673,799	1,550,000	876,201
PEACHTREE @ TELFORD IMPROVEMENT	T0064	95,583	287,199	2,110,494	2,110,937	443
SIGNAL PREEMPTION EMERG RESPONSE	T0065	-	-	778,504	780,000	1,496
SR140 HOLCOMB @ SPALDING ROW	T0066	-	6,800	6,800	450,000	443,200
MT VERNON @ DUPREE SIGNAL	T0067	-	5,469	348,700	350,000	1,300
TRANSPORTATION MASTER PLAN	T0068	-	-	345,500	350,000	4,500
PEACHTREE-DUNWOODY@WINDSOR	T0069	-	7,425	887,281	1,400,000	512,719
ACCESS MANAGEMENT PLAN	T0070	780	156,115	402,338	100,000	(302,338)
NORTH END ROSWELL ROAD BOULEVARD	T0071	9,007	48,085	144,730	200,000	55,270
WATER RELIABILITY PROGRAM	T2000	875	2,358	804,250	1,000,000	195,750
SR400 ENHANCEMENTS	T2001	-	-	-	5,900,940	5,900,940
PAVEMENT MANAGEMENT PROGRAM	T2201	557,107	570,509	6,902,232	7,300,000	397,768
CITY BEAUTIFICATION PROGRAM	T2202	-	-	-	200,000	200,000
GUARDRAIL REPLACEMENT PROGRAM	T2203	-	-	-	300,000	300,000
BRIDGE & DAM MAINTENANCE	T2204	-	-	-	1,443,000	1,443,000
INTERSECTION & OPERATIONAL IMP	T2205	19,603	24,227	46,944	900,000	853,056
TRAFFIC MANAGEMENT PROGRAM	T2206	42,570	142,536	436,837	625,000	188,163
TRAFFIC CALMING	T2207	-	-	-	25,000	25,000
PTD/LAKE HEARN MULTIMODAL INT IMP	T2208	-	-	-	1,100,000	1,100,000
I285 ROSWELL RD INNOVATIVE INTERSEC	T2209	-	-	-	150,000	150,000
BRT JOINT FEASIBILITY STUDY	T2210	-	-	-	50,000	50,000
ROSWELL RD CHATT PED BRIDGE	T2211	-	-	-	200,000	200,000
BRIDGE IMPROVEMENTS	T2212	5,048	53,283	100,000	100,000	-
NEIGHBORHOOD LIGHTING PROGRAM	T2213	-	-	-	100,000	100,000
PAVEMENT MANAGEMENT PROGRAM	T3000	-	1,408,050	53,842,761	53,931,583	88,821
CITY BEAUTIFICATION PROGRAM	T4000	-	5,701	274,744	402,572	127,829
SIDEWALK PROGRAM	T6000	90,238	99,212	10,368,297	10,630,500	262,203
INTERSECTIONS & OPERATIONAL	T7000	28,284	158,094	6,350,469	6,391,048	40,579
GUARDRAIL REPLACEMENT PROGRAM	T7500	-	94,774	461,468	734,150	272,682
UNDERGROUND UTILITY PROGRAM	T8000	-	-	76,684	500,000	423,316
LAKE FORREST DAM MAINTENANCE	T9000	-	159,927	1,671,278	3,554,882	1,883,604
BRIDGE & DAM MAINTENANCE	T9100	-	466,043	594,881	627,000	32,119
TRAFFIC MANAGEMENT PROGRAM	T9500	3,200	79,901	6,474,028	6,536,507	62,479
TRAFFIC CALMING	T9600	-	-	305,906	354,823	48,917
		\$954,379	\$4,405,462	\$109,336,504	\$134,373,036	\$25,036,533

PROJECT DESCRIPTION	PROJ #	FEBRUARY MTD ACTUAL	2022 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
PARKS						
SS TENNIS CENTER	P0006	-	-	781,091	787,679	6,587
HAMMOND PARK IMPROVEMENTS	P0007	-	520,880	4,368,564	4,458,981	90,417
MORGAN FALLS OVERLOOK PARK	P0009	-	40,875	4,346,798	4,365,033	18,235
MORGAN FALLS ATHLETIC FIELDS	P0010	-	-	5,575,239	5,584,130	8,891
ALLEN ROAD PARK	P0013	-	(1,476)	440,162	440,415	253
CROOKED CREEK PARK	P0020	-	21,045	446,878	448,607	1,729
ISON SPRINGS ELEMENTARY (IGA)	P0025	-	48,089	250,261	250,000	(261)
CITY TRAIL CONSTRUCTION	P0028	-	21,613	293,250	750,000	456,750
RIVERSHORE FLOODPLAIN	P0029	-	2,750	24,900	125,000	100,100
TRIANGLE PARK	P0030	-	213,671	298,643	318,285	19,642
PARKLAND ACQUISITION	P0031	-	1,158,606	3,301,559	3,350,000	48,441
TRAIL SEGMENT 2A P&E AND CONST	P2201	-	-	-	9,000,000	9,000,000
TRAIL ROW ACQUISITION	P2202	-	8,000	8,000	250,000	242,000
SANDY SPRINGS MIDDLE SCHOOL IGA	P2203	54,600	63,275	85,400	110,000	24,600
RIDGEVIEW MIDDLE SCHOOL IGA	P2204	-	-	-	75,000	75,000
NANCY CREEK STREAM RESTORATION	P2205	465	765	765	570,000	569,235
SUSTAINABILITY PLAN/POLICY	P2206	-	-	-	75,000	75,000
TREE FUND INVASIVE SPECIES REMOVAL	P2207	-	8,182	8,182	30,000	21,818
TREE FUND TREES ATLANTA PARTNERSHIP	P2208	-	16,535	16,535	80,000	63,465
TREE FUND CAPITAL PROJECTS	P2209	-	10,740	10,740	139,000	128,260
TREE FUND SURVEYS	P2210	-	-	-	30,000	30,000
TREE FUND MAINTENANCE	P2211	-	-	-	52,000	52,000
OLD RIVERSIDE MASTER PLAN	P2212	-	-	-	100,000	100,000
ALLEN ROAD PARK MASTER PLAN	P2213	-	-	-	100,000	100,000
HAMMOND PARK FACILITY MASTER PLAN	P2214	-	-	-	100,000	100,000
ABERNATHY S GREENWAY STREAM BANK	P2215	-	-	55,350	150,000	94,650
MORGAN FALLS ATHLETIC IMP	P2216	-	-	-	1,500,000	1,500,000
POLICE EQUIPMENT	PD221	9,594	86,569	161,085	195,520	34,435
MOTOROLA RADIO REPLACEMENTS	PD222	4,985	85,373	126,702	130,000	3,298
SWAT TRUCK	PD223	-	-	465,743	500,000	34,257
FLOCK CAMERAS	PD224	-	-	118,125	120,000	1,875
AED DEVICES	PD225	129,500	129,500	129,500	150,000	20,500
		\$199,144	\$2,434,990	\$21,313,472	\$34,334,650	\$13,021,178
C CD221						
NEXT TEN 5YR UPDATE	CD221	-	-	150,000	200,000	50,000
		\$-	\$-	\$150,000	\$200,000	\$50,000
CAPITAL PROJECTS FUND - 351		\$2,431,491	\$9,683,551	\$245,771,067	\$334,535,988	\$88,764,921

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2022**

03/14/2022

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	9	750,244	750,000	100.03 %
360-0000-10-362000	REALIZED GAIN/LOSS	-	(24,684)	-	- %
360-0000-10-371000	OTHER CONTRIBUTIONS	-	323,369	323,369	100.00 %
360-0000-10-391100	TRANSFER IN FROM GENERAL FUND	-	37,330,600	38,263,885	97.56 %
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 %
360-0000-10-399999	USE OF FUND BALANCE	-	-	3,400,000	- %
TOTAL PUBLIC FACILITIES AUTH REVENU		9	461,110,282	465,184,758	99.12 %
360-9000-90-381100	CONTINGENT PAYMENT	-	1,519,120	-	- %
360-9000-90-391100	TRANSFER IN FROM GENERAL FUND	-	46,964,684	45,111,804	104.11 %
360-9000-90-393100	REVENUE BOND PROCEEDS	-	8,299,542	8,299,542	100.00 %
TOTAL PFA OTHER FINANCING USES		-	56,783,346	53,411,346	106.31 %
TOTAL REVENUES		\$9	\$517,893,629	\$518,596,104	99.86 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	-	11,371,728	46,433,285	24.49 %
TOTAL PUBLIC FACILITIES - PUB SAF		-	11,371,728	46,433,285	24.49 %
PUBLIC FACILITIES - FIRE EXPENDITURES					
360-3510-00-541300 PF003	BUILDINGS	557,053	5,237,089	10,000,000	52.37 %
360-3510-00-541300 PF004	BUILDINGS	57,063	803,762	5,000,000	16.08 %
360-3510-00-541300 PF221	BUILDINGS	-	-	900,000	- %
TOTAL PUBLIC FACILITIES - FIRE		614,116	6,040,850	15,900,000	37.99 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	-	19,296,211	19,323,125	99.86 %
360-6220-00-541400	INFRASTRUCTURE	-	196,020,144	196,882,073	99.56 %
360-6220-00-541405	INFRASTRUCTURE - OTHER	-	648,025	775,000	83.62 %
360-6220-00-541410	INFRASTRUCTURE - SPECIAL	-	10,696,253	10,945,260	97.72 %
360-6220-00-579000	CONTINGENCIES	-	-	1,286,542	- %
TOTAL PUBLIC FACILITIES AUTH CONSTR		-	226,660,634	229,212,000	98.89 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	-	15,305,000	13,150,000	116.39 %
360-8000-00-582100	INTEREST EXPENSE	-	38,750,904	36,348,010	106.61 %
360-8000-00-584000	COSTS OF ISSUANCE	-	3,412,917	2,095,290	162.89 %
360-8000-00-584001	BOND DISCOUNT	-	-	1,317,628	- %
360-8000-00-584100	REFUNDING ESCROW	-	162,949,891	162,949,891	100.00 %
TOTAL PUBLIC FACILITIES AUTH DEBT		-	220,418,712	215,860,819	102.11 %
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		\$614,116	\$475,681,924	\$518,596,104	91.72 %
PUBLIC FACILITIES AUTHORITY - 360		(\$614,107)	\$42,211,705	\$-	- %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
555-0000-54-347500	EDUCATION PROGRAM	-	-	42,500	- %
555-0000-51-347600	MEMBERSHIPS	100	10,800	98,000	11.02 %
555-0000-56-347900	TICKET REVENUE	37,520	374,183	1,670,000	22.41 %
555-0000-56-347905	FACILITY/TICKET-HANDLING FEES	7,360	98,780	286,000	34.54 %
555-0000-56-347910	FACILITY RENTALS	-	292,170	697,000	41.92 %
555-6196-56-347920	F&B REVENUE	9,467	414,489	747,100	55.48 %
	TOTAL CHARGES & FEES	54,447	1,190,421	3,540,600	33.62 %
555-0000-56-371000	OTHER CONTRIBUTIONS	-	154,123	850,000	18.13 %
555-0000-56-389900	MISCELLANEOUS INCOME	504	13,070	5,500	237.64 %
	TOTAL MISCELLANEOUS	504	167,194	855,500	19.54 %
555-0000-90-391100	TRANSFER IN FROM GENERAL FUND	334,292	1,002,877	1,314,608	76.29 %
555-0000-50-391275	TRANSFER IN FROM HOTEL MOTEL	101,613	947,641	600,000	157.94 %
	TOTAL OTHER FINANCING SOURCES	435,906	1,950,518	1,914,608	101.88 %
	TOTAL REVENUES	\$490,857	\$3,308,132	\$6,310,708	52.42 %
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	82,232	889,726	1,591,282	55.91 %
555-6191-51-511200	PT/TEMP EMPLOYEES	4,722	49,303	200,000	24.65 %
555-6191-51-512101	HEALTH INSURANCE	14,793	114,155	178,757	63.86 %
555-6191-51-512102	DISABILITY INSURANCE	376	2,904	4,501	64.53 %
555-6191-51-512103	DENTAL INSURANCE	845	5,692	8,477	67.15 %
555-6191-51-512104	LIFE INSURANCE	770	6,378	10,115	63.06 %
555-6191-51-512200	SOCIAL SECURITY	5,766	57,040	98,673	57.81 %
555-6191-51-512300	MEDICARE	1,349	13,340	23,080	57.80 %
555-6191-51-512401	401A RETIREMENT	10,355	88,846	191,094	46.49 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	4,059	35,518	79,415	44.72 %
555-6191-51-512600	UNEMPLOYMENT TAX	682	2,774	1,000	277.42 %
555-6191-51-512700	WORKERS' COMPENSATION	-	1,824	2,364	77.17 %
555-6191-51-512100	PROFESSIONAL SERVICES	-	-	20,000	- %
555-6191-51-5121300	TECHNICAL SERVICES	5,151	27,995	97,130	28.82 %
555-6191-51-5122100	CLEANING SERVICES	-	-	30,000	- %
555-6191-51-5123200	COMMUNICATIONS	1,475	12,218	29,160	41.90 %
555-6191-51-5123300	ADVERTISING	8,025	158,985	200,000	79.49 %
555-6191-51-5123350	PROMOTIONS	-	-	30,950	- %
555-6191-51-5123400	PRINTING & BINDING	-	3,495	9,500	36.79 %
555-6191-51-5123500	TRAVEL	-	-	4,050	- %
555-6191-51-5123600	DUES & FEES	42	9,163	9,010	101.70 %
555-6191-51-5123700	EDUCATION/TRAINING	-	-	3,900	- %
555-6191-51-5123800	LICENSES	-	4,260	8,400	50.71 %
555-6191-51-5123900	CONTRACTUAL SERVICES	637	6,367	11,000	57.88 %
555-6191-51-5123950	MERCHANT SVCS CHARGES	316	22,548	44,000	51.25 %
555-6191-51-5131100	GENERAL SUPPLIES & MATLS	2,605	5,484	5,200	105.46 %
555-6191-51-5131300	HOSPITALITY	-	2,428	2,000	121.38 %
555-6191-51-5131750	UNIFORMS	-	-	11,000	- %
555-6191-51-5141200	SITE IMPROVEMENTS	-	2,697	-	- %
555-6191-51-5142100	MACHINERY & EQUIPMENT	(59)	16,389	100,000	16.39 %
555-6191-51-5142300	FURNITURE & FIXTURES	-	5,902	20,000	29.51 %
555-6191-51-5179000	CONTINGENCIES	-	-	40,000	- %
	TOTAL ARTS CENTER - ADMINISTRATION	144,141	1,545,431	3,064,058	50.44 %

GL ACCOUNT	DESCRIPTION	FEBRUARY 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	1,760	5,822	103,000	5.65 %
555-6192-52-522330	OTHER RENTALS	996	23,746	55,600	42.71 %
555-6192-52-523300	ADVERTISING	1,974	65,978	152,500	43.26 %
555-6192-52-523850	ARTIST FEES	30,557	439,081	1,054,750	41.63 %
555-6192-52-523900	CONTRACTUAL SERVICES	15,213	38,067	133,500	28.51 %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	3,925	13,264	26,500	50.05 %
555-6192-52-531300	HOSPITALITY	215	13,050	56,800	22.98 %
555-6192-52-531500	COSTS OF GOODS SOLD	-	105,031	77,600	135.35 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	168	19,190	72,000	26.65 %
555-6192-52-531700	OTHER SUPPLIES	-	1,065	4,500	23.66 %
TOTAL ARTS CENTER - THEATRE		54,807	724,293	1,836,750	39.43 %

GL ACCOUNT	DESCRIPTION	FEBRUARY 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	-	76,165	81,700	93.23 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	2,481	15,954	51,000	31.28 %
555-6193-53-531500	COSTS OF GOODS SOLD	-	-	114,900	- %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	77	1,819	35,000	5.20 %
555-6193-53-531700	OTHER SUPPLIES	-	593	8,000	7.42 %
TOTAL ARTS CENTER - CONFERENCE CTR		2,558	94,532	310,600	30.44 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - EDUCATION PROGRM EXPENDITURES					
555-6194-54-521200	PROFESSIONAL SERVICES	-	-	53,000	- %
555-6194-54-523300	ADVERTISING	-	-	45,000	- %
555-6194-54-523700	EDUCATION ASSISTANCE	-	-	40,000	- %
555-6194-54-531300	HOSPITALITY	-	-	5,300	- %
555-6194-54-531700	OTHER SUPPLIES	-	-	600	- %
TOTAL ARTS CENTER - EDUCATION PROG		-	-	143,900	- %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	1,195	22,327	107,200	20.83 %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	-	509	19,600	2.60 %
555-6195-55-531300	HOSPITALITY	86	407	3,800	10.72 %
555-6195-55-531350	SPECIAL EVENTS	4,967	304,435	541,000	56.27 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	47,000	- %
TOTAL ARTS CENTER - SPECIAL EVENTS		6,247	327,679	718,600	45.60 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - HERITAGE EXPENDITURES					
555-6196-56-521200	PROFESSIONAL SERVICES	-	240	105,800	0.23 %
555-6196-56-522210	REP & MAINT-EQUIPMENT	-	-	15,000	- %
555-6196-56-523300	ADVERTISING	-	-	30,000	- %
555-6196-56-531100	GENERAL SUPPLIES & MATLS	-	-	46,000	- %
555-6196-56-531600	SMALL TOOLS & EQUIPMENT	-	-	40,000	- %
TOTAL ARTS CENTER - HERITAGE		-	240	236,800	0.10 %
TOTAL EXPENDITURES		\$207,753	\$2,692,175	\$6,310,708	42.66 %
CREATE SANDY SPRINGS - 555		\$283,104	\$615,958	\$-	- %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2022**

03/14/2022

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	143,333	14,421,667	14,995,000	96.18 %
	TOTAL OTHER FINANCING SOURCES	143,333	14,421,667	14,995,000	96.18 %
	TOTAL REVENUES	\$143,333	\$14,421,667	\$14,995,000	96.18 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	20,864	1,115,067	1,250,476	89.17 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	-	59,722	136,066	43.89 %
561-4250-40-541450	STORMWATER IMPROVEMENT	137,347	8,549,022	9,897,549	86.38 %
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 &	158,212	11,280,807	13,126,088	85.94 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	2,440	187,377	229,134	81.78 %
561-4320-40-522240	REP & MAINT-OTHER	1,225	1,104,744	1,282,919	86.11 %
561-4320-40-523900	CONTRACTUAL SERVICES	23	170,174	187,541	90.74 %
561-4320-40-542100	MACHINERY & EQUIPMENT	-	56,697	66,697	85.01 %
	TOTAL STORMWATER OPERATIONS	3,688	1,518,991	1,766,291	86.00 %
TRANSFERS EXPENDITURES					
561-9000-90-611351 P2205	TRANSFER TO CAPITAL PROJECTS	-	-	570,000	- %
	TOTAL TRANSFERS	-	-	570,000	- %
	TOTAL EXPENDITURES	\$161,899	\$12,799,799	\$15,462,379	82.78 %
STORMWATER FUND - 561		(\$18,566)	\$1,621,868	(\$467,379)	(347.01%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2022**

03/14/2022

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
840-0000-10-389000	CONTRACT PAYMENTS	98,728	109,228	-	- %
	TOTAL MISCELLANEOUS	98,728	109,228	-	- %
	TOTAL REVENUES	\$98,728	\$109,228	\$-	- %
DEVELOPMENT AUTHORITY EXPENDITURES					
840-1595-10-523100	PROPERTY & LIABILITY INS	35	2,271	-	- %
	TOTAL DEVELOPMENT AUTHORITY	35	2,271	-	- %
	TOTAL EXPENDITURES	\$35	\$2,271	\$-	- %
DEVELOPMENT AUTHORITY - 840		\$98,693	\$106,957	\$-	- %