



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, September 20, 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. **2022-251** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement on that Certain Tract of Land Located at 223 Mt. Vernon Cove (TAX ID# 17-0071-0005-045-8), Lying in Land Lot 71 of the 17th District, City of Sandy Springs, Fulton County, Georgia
(Presented by William H. Martin, Jr., AIA, Public Works Director)

B. **2022-252** Request for Mayor and City Council Consideration of the Dedication of a Temporary Construction Easement on Property Located in Land Lot 68 of the 17th District Known as 5375 Long Island Drive, Parcel No. 17-0121-LL-043-9 City of Sandy Springs, Fulton County, Georgia
(Presented by William H. Martin, Jr., AIA, Public Works Director)

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

The City will make reasonable accommodations for those persons.
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VII. Presentations

VIII. Public Hearing

- A. **2022-253** RZ22-0004
Request for Mayor and City Council Consideration of a Zoning Map Amendment from CS-3 (City Springs, 3 stories maximum) to CS-6 (City Springs, 6 stories maximum) for property located at 5810 Roswell Road (Parcel # 17 009000020094) and 0 Allen Road (Parcel # 17 009000020615)
(Presented by Michele McIntosh-Ross, Planning & Zoning Manager)
- B. **2022-254** Request for the Mayor and City Council Consideration of a Resolution to Transmit the Draft FY 22 Capital Improvement Element (CIE) Annual Update to the Atlanta Regional Commission and the Georgia Department of Community Affairs for Review.
(Presented by Michele McIntosh-Ross, Planning & Zoning Manager)
- C. **2022-255** ABL_BILL#96281 - Approval of Alcoholic Beverage License Application for Thai Chef LLC, d/b/a Sweet Chili - 8725 Roswell Rd Unit 1 Sandy Springs GA 30350. Applicant is Bo Supyen for Consumption on The Premises Wine and Malt Beverage
(Presented by Toni Carlisle, Chief Financial Officer)

IX. New Business

- A. **2022-256** Request for Mayor and City Council to Approve a Contract Award to JHC Corporation to Construct the Sandy Springs Trail 2A Project and Authorizing the City Manager to Execute a Contract
(Presented by Michael Perry, Director of Recreation and Parks)
- B. **2022-257** Request for Mayor and City Council Consideration of Approval of a New Memorandum of Understanding for SWAT Team Assistance to Add Chamblee as a Participating Agency and to Authorize the Mayor and Police Chief to Execute Same
(Presented by Kenneth DeSimone, Police Chief)
- C. **2022-258** Request for Mayor and City Council to Approve Contract Awards to Multiple Vendors to Provide On-Call Disaster Recovery Services for the City of Sandy Springs and to Authorize the City Manager to Enter into Contracts with Such Vendors
(Presented by Scott McCullers, Division Chief of Administration)

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- D. **2022-259** A Resolution to Authorize the Lease of Ten New Cardiac Defibrillators/Monitors for the City of Sandy Springs Fire Department and Authorizing the City Manager to Execute Documents to Effectuate Same
(Presented by Scott McCullers, Division Chief of Administration)
- E. **2022-260** Request for Mayor and City Council to Approve Acceptance of a Conserve Georgia Grant and to Approve the Execution of an Agreement with the Georgia Department of Natural Resources for the Construction of Trail Segment 2A
(Presented by Catherine Mercier-Baggett, Sustainability Manager)
- F. **2022-261** Request for Mayor and City Council Consideration of a Service Agreement with Keep North Fulton Beautiful to provide services, events, and programs
(Presented by Catherine Mercier-Baggett, Sustainability Manager)
- G. **2022-262** Request for Mayor and Council of the City of Sandy Springs to Approve Resolution Authorizing a Change Order to Amend the Existing Contract with Hussey Gay Bell for Architectural, Engineering, and Construction Administration Services for New Fire Station #5 to Accommodate Increase in Proposed Construction Cost and Authorizing the City Manager to Execute the Change Order
(Presented by Dave Wells, Director of Facilities/Capital Construction and Building Operations)
- H. **2022-263** Request for Mayor and City Council Consideration of a Resolution to Approve a Contract with Cooper Company for the Construction of Fire Station No. 5 and Authorization of the City Manager to Execute the Contract
(Presented by Keith Sanders, Fire Chief)
- I. **2022-264** Request for Mayor and Council of the City of Sandy Springs to Approve Fund Transfer for Project Budget Deficit; and to Authorize the City Manager to Execute the Contract and an Ordinance to Authorize Amending the City of Sandy Springs FY2023 Budget to Authorize a Transfer Between Projects
(Presented by Dave Wells, Director of Facilities/Capital Construction and Building Operations)
- J. **2022-265** Resolution Authorizing the Execution of an Intergovernmental Agreement By and Among the Cities of Alpharetta, Georgia, City of Atlanta, Georgia, City of Chattahoochee Hills, Georgia, City of College Park, Georgia, City of East Point, Georgia, City of Fairburn, Georgia, City of Hapeville, Georgia, City of Johns Creek, Georgia, City of Milton, Georgia, City of Mountain Park, Georgia, City of Palmetto, Georgia, City of Roswell, Georgia, City of South Fulton, Georgia, City of Sandy Springs, Georgia, for Sharing of Certain Costs

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Related to Local Option Sales Tax Negotiation with Fulton County, Georgia
(Presented by Rusty Paul, Mayor)

X. Reports

- A. **2022-266** Mayor and Council Report
- B. **2022-267** Staff Reports

1. July 2022 Unaudited Financials

XI. Executive Session

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: August 29, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement on that Certain Tract of Land Located at 223 Mt. Vernon Cove (TAX ID# 17-0071-0005-045-8), Lying in Land Lot 71 of the 17th District, City of Sandy Springs, Fulton County, Georgia

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 71 of the 17th District, Fulton County, Georgia. The property owner is Junior Harewood and Kimberly Michelle Harewood, and is located at 223 Mt. Vernon Cove, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 220.71 square feet of Fee Simple Right of Way and 569.88 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project.

Discussion:

The City's Appraised Fair Market Value offer was \$16,758.00. The City reached an amicable agreement with the property owner in the amount of \$18,200.00. The property owner provided Staff with additional sales comparables to justify the increase of \$1,442.00. The increase is considered reasonable, and Staff recommends acceptance and approval.

Financial Impact:

Sufficient funds are available in Project TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road 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
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 9/8/2022
Approved - 9/8/2022
Approved - 9/9/2022
Approved - 9/9/2022
Final Approval - 9/15/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement with Attachments
4. Resolution



223 Mt. Vernon Cove/ Harewood

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 reliance on the data, even if Fulton County is advised of the possibility of such losses.



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223 Mt. Vernon Cove/ Harewood

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**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 71 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

\$18,200.00

For the sum of \$16,758.00, 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.

220.71 sf
569.88 sf

Fee Simple Right of Way
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-191 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-191 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 11 day of August, 2022.

Signed, Sealed and Delivered in the presence of:

B. Lapa
Witness

J. H. (L.S.)

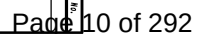
Loraine Medlock Anderson
Notary Public

K. Haulwood (L.S.)

Loraine Medlock Anderson



7/31/2015 GPM PLN



[illegible]

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 223 MT. VERNON COVE (TAX ID# 17-0071-0005-045-8), LYING IN LAND LOT 71
OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 220.71 square feet of fee simple right-of-way and 569.88 square feet of temporary construction easement (“Property”), located at 223 Mt. Vernon Cove (Tax Id# 17-0071-0005-045-8), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Junior Harewood and Kimberly Michelle Harewood (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$18,200.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$18,200.00; 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 \$18,200.00;
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 20th day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Karina Reyna, Assistant City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr., AIA, Public Works Director
DATE: August 29, 2022 Submission for the September 20, 2022 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of the Dedication of a Temporary Construction Easement on Property Located in Land Lot 68 of the 17th District Known as 5375 Long Island Drive, Parcel No. 17-0121-LL-043-9 City of Sandy Springs, Fulton County, Georgia

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement for the Dedication of a Temporary Construction Easement on that tract of land lying and located in Land Lot 68 of the 17th District, Fulton County, Georgia. The property owners are Rodney D. and Linda Windley located at 5375 Long Island Drive, as shown in the attached exhibits.

Background:

The acquisition of 2,962.08 square feet of Temporary Construction Easement on the subject property is necessary to construct the Long Island Drive Stormwater Project. The property owners have donated the necessary easement rights required to construct the proposed project.

Discussion:

The property owners donated the necessary easement rights required to construct the project.

Financial Impact:

No funds are required for this donation.

Alternatives:

The acquisition reflects the minimum amount of Temporary Construction Easement required to deliver the desired project. The City can decline to execute acceptance of said interests and not execute the project as planned.

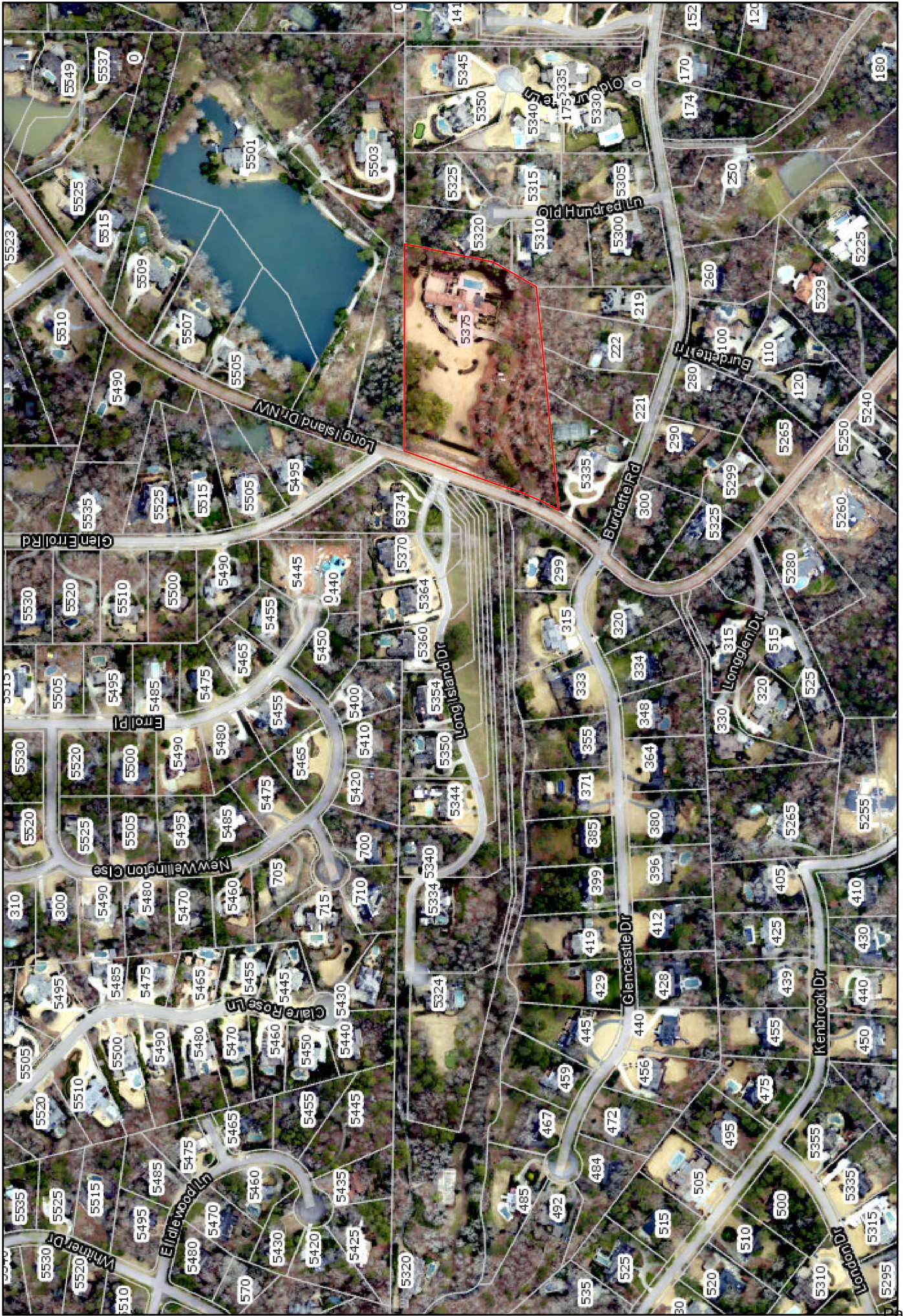
Review:

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

Created/Initiated - 9/8/2022
Approved - 9/8/2022
Approved - 9/9/2022
Approved - 9/9/2022
Final Approval - 9/15/2022

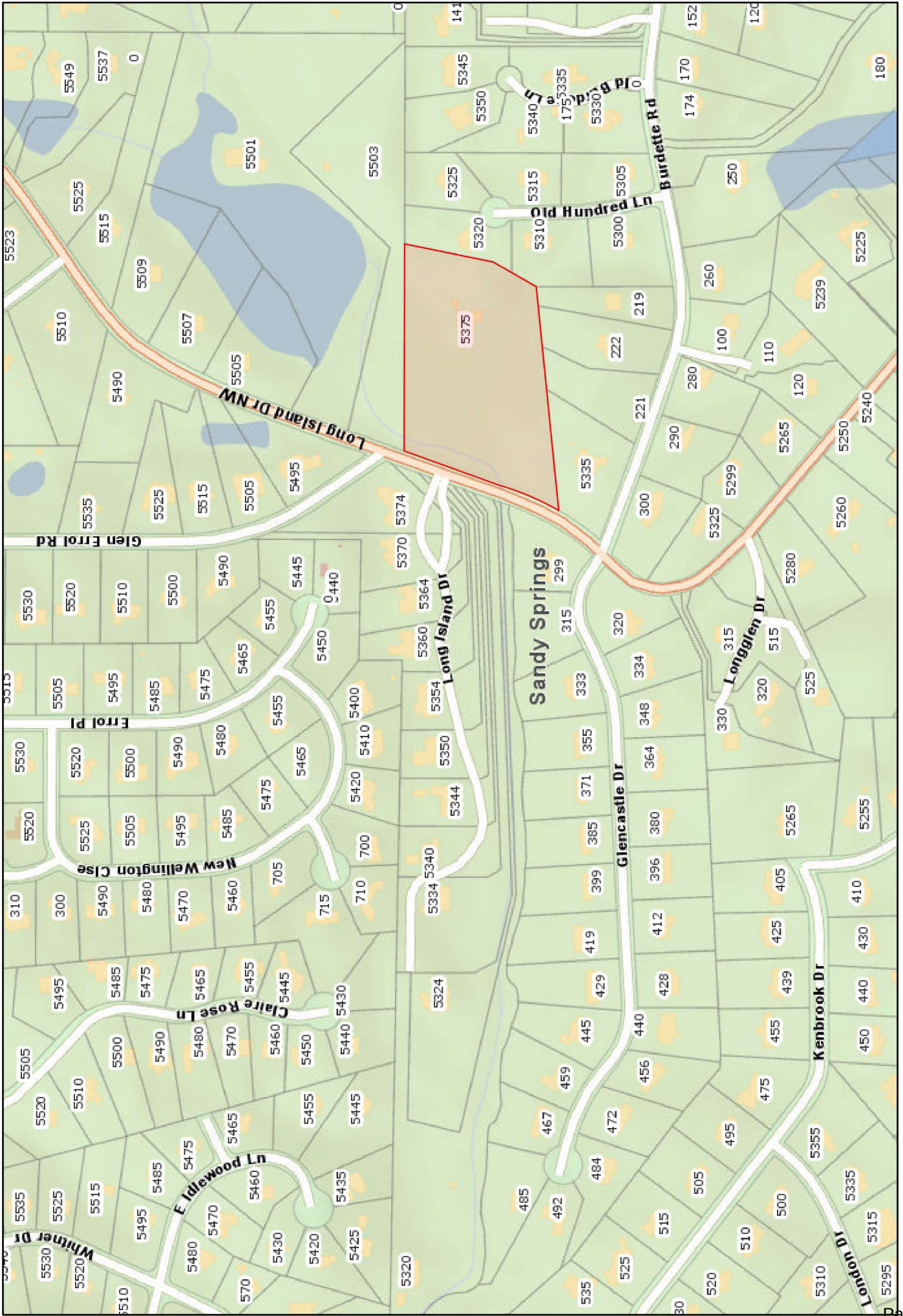
Attachments:

1. Aerial Map
2. GIS Map
3. Signed Temporary Construction Easement with Attachments
4. Resolution



5375 Long Island Drive/ Windley

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5375 Long Island Drive/ Windley

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Date: 8/24/2022
Map Size: 8.5x11 (LETTER)

Tax Parcel No.: 17-0121- LL-043-9

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

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA FULTON COUNTY

THIS EASEMENT is made and executed the 22 day of August, 2022.

WHEREAS, the City of Sandy Springs in the County of Fulton, Georgia desires to perform certain Streambank Stabilization and Restorative actions (the "PROJECT") at 5375 Long Island Drive, Sandy Springs, GA;

NOW, THEREFORE, for value received, **RODNEY D. WINDLEY AND LINDA WINDLEY**, 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 the execution of the streambank stabilization and restorative actions at 5375 Long Island Drive, Sandy Springs, GA, and it shall terminate two years from commencement of the City's use of the easement or upon the completion and final acceptance of the 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.

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
22 day of August, 2022,
in the presence of:



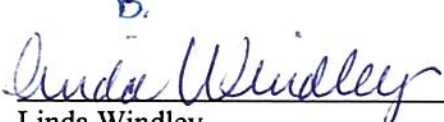
Witness



Rodney W. Windley (L.S.)



Notary Public



Linda Windley (L.S.)



EXHIBIT A

Temporary Construction Easement **LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lot 68 of the 17th District, City of Sandy Springs, Fulton County, Georgia, and being more particularly described as follows:
TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a ½" rebar set on the southerly right-of-way of Long Island Drive with a Northing: 1419775.66 and Easting: 2226922.84; thence along a direct tie, South 04 degrees 09 minutes 34 seconds East a distance of 24.51 feet to a point and the TRUE POINT OF BEGINNING.

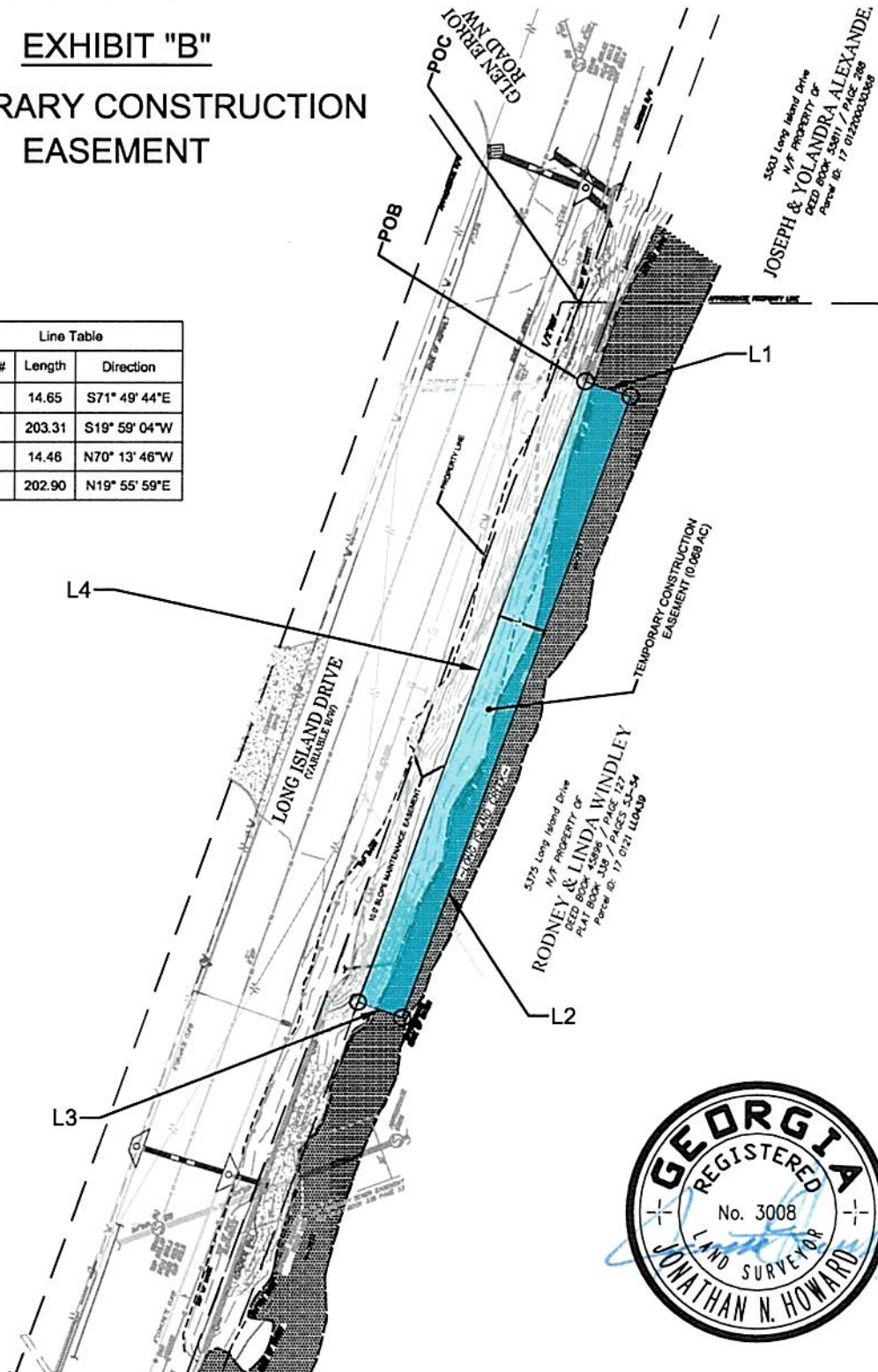
Thence South 19 degrees 55 minutes 59 seconds West a distance of 202.90 feet to a point;
thence South 70 degrees 13 minutes 46 seconds East a distance of 14.46 feet to a point;
thence North 19 degrees 59 minutes 04 seconds East a distance of 203.31 feet to a point;
thence North 71 degrees 49 minutes 44 seconds West a distance of 14.65 feet to a point and TRUE POINT OF BEGINNING.

Said tract containing 0.068 acres or 2,962.08 square feet more or less.

EXHIBIT "B"

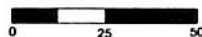
TEMPORARY CONSTRUCTION EASEMENT

Line Table		
Line #	Length	Direction
L1	14.65	S71° 49' 44"E
L2	203.31	S19° 59' 04"W
L3	14.46	N70° 13' 46"W
L4	202.90	N19° 55' 59"E



B

EXHIBIT



SCALE: 1" = 50'
DATE: 7/28/2022
PROJECT: 21318.00

LONG ISLAND DRIVE
STREAMBANK STABILIZATION
CITY OF SANDY SPRINGS

5375 LONG ISLAND DRIVE
SANDY SPRINGS, GA 30327

CITY OF SANDY SPRINGS
FULTON COUNTY
GEORGIA

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STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A TEMPORARY CONSTRUCTION EASEMENT
ON PROPERTY LOCATED IN LAND LOT 68 OF THE 17th DISTRICT
KNOWN AS 5375 LONG ISLAND DRIVE, PARCEL NO. 17-0121-LL-043-9
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS the City Manager for the City of Sandy Springs, Georgia (“City”) directed the Department of Public Works (“Department”) to develop standard policies for recurring matters and establish appropriate internal controls and legal compliance in order to provide for an efficient and effective means to serve the City’s constituents; and

WHEREAS the Department has determined a need to facilitate the Long Island Drive Stormwater Project (“Project”); and

WHEREAS the City requires 2,962.08 sq. ft. of temporary construction easement (“Property Interests”) upon a certain portion of the lands located in Land Lot 68 of the 17th District, Fulton County, Sandy Springs, Georgia at 5375 Long Island Drive (“Property”).

WHEREAS the Property is owned by Rodney D. Windley and Linda Windley (“Property Owner”) and the Property Owner has agreed to donate the Property Interests required for the construction of the Project;

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

That the City of Sandy Springs Mayor and Council approves the Property Interests and authorize the City Manager and City Attorney to sign and execute all documents required to facilitate this transaction.

RESOLVED this 20th day of September, 2022.

APPROVED:

Russell K. Paul, Mayor

Attest:

Karina Reyna, Assistant City Clerk
(Seal)



TO: Eden Freeman, City Manager

FROM: Michele McIntosh-Ross, Planning & Zoning Manager

DATE: August 18, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: RZ22-0004

Request for Mayor and City Council Consideration of a Zoning Map Amendment from CS-3 (City Springs, 3 stories maximum) to CS-6 (City Springs, 6 stories maximum) for property located at 5810 Roswell Road (Parcel # 17 009000020094) and 0 Allen Road (Parcel # 17 009000020615)

Recommendation:

Staff recommends Approval of Zoning Map Amendment (Rezoning) RZ22-0004. The Planning Commission recommended approval at the August 17, 2022, meeting.

Background:

The Applicant requests a Zoning Map Amendment for 5810 Roswell Road (Parcel # 17 009000020094) & 0 Allen Road (Parcel # 17 009000020615) from the CS-3 (City Springs, 3 stories maximum height) zoning district to CS-6 (City Springs, 6 stories maximum height) zoning district. The applicant seeks to develop the property with six stories of mixed-use, to include multi-unit, restaurant, and office. The proposed uses are permitted in the City Springs zoning district.

Discussion:

The current use at the subject site is classified as Major Vehicle Service and Repair in the Development Code. This use is considered “legal nonconforming” since it is not an allowed use under the current development code. The existing development is contained on two (2) individual CS-3 zoned lots, with multiple commercial buildings which facilitate the use of major vehicle service and repair, including the storage and general parking of many vehicles. The site has little to no screening, making outdoor storage visible to all neighboring sites and traffic on Allen and Roswell Roads.

The goal with Rezonings is to consider the appropriateness of the proposed change, rather than the specifics of a future development. In the case of this Rezoning, the requested change is with the permitted height, from three (3) stories to six (6) stories, not affecting the permitted uses. Particular consideration should be focused on physical impacts to view sheds and increased density to the immediate and neighboring areas, especially as it pertains to the vision of the Next Ten Comprehensive Plan and City Springs (Center) Master Plan.

Financial Impact:

N/A

Alternatives:

Council may choose to defer its decision, deny the application, or approve the application with conditions.

Review:

Matthew Anspach, Senior Planner
Ginger Sottile, Director of Community Development
Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 9/8/2022
Approved - 9/9/2022
Approved - 9/12/2022
Approved - 9/14/2022
Approved - 9/14/2022
Final Approval - 9/16/2022

Attachments:

1. RZ22-0004 Package
2. RZ22-0004 Presentation
3. RZ22-0004 Ordinance



P&Z STAFF REPORT

Mayor & City Council Meeting, September 20, 2022

Case: **RZ22-0004 – 5810 Roswell Road**
Staff Contact: Matthew Anspach (MAnspach@SandySpringsga.gov)
Report Date: September 2, 2022

REQUEST

The Applicant requests a Zoning Map Amendment of **5810 Roswell Road (Parcel # 17 009000020094) & 0 Allen Road (Parcel # 17 009000020615)** from the CS-3 (City Springs, 3 stories maximum height) zoning district to CS-6 (City Springs, 6 stories maximum height) zoning district.

APPLICANT

Property Owner(s):	Petitioner(s):	Representative(s):
James C. Parks Jr.	Shelton McNally Real Estate Partners, LLC	Conor McNally

SUMMARY

The current use at the subject site is classified as Major Vehicle Service & Repair in the Development Code. The use is what is called, “legal nonconforming” since it is not an allowed use under the current zoning. The applicant would like to develop the property with 6 stories of Mixed-Use concept, to include Multi-Unit, Restaurant, and Office uses. The Applicant requests a Zoning Map Amendment of **5810 Roswell Road (Parcel # 17 009000020094) & 0 Allen Road (Parcel # 17 009000020615)** from the CS-3 (City Springs, 3 stories maximum height) zoning district to CS-6 (City Springs, 6 stories maximum height) zoning district.

RECOMMENDATION

Department of Community Development

Staff recommends **Approval** of **Zoning Map Amendment (rezoning) RZ22-0004**.

Planning Commission (August 17, 2022)

Following Staff’s presentation, the petitioner spoke.

Motion:

Commissioner Nichols motioned to recommend approval. Commissioner Settles seconded the motion. The motion carried unanimously.

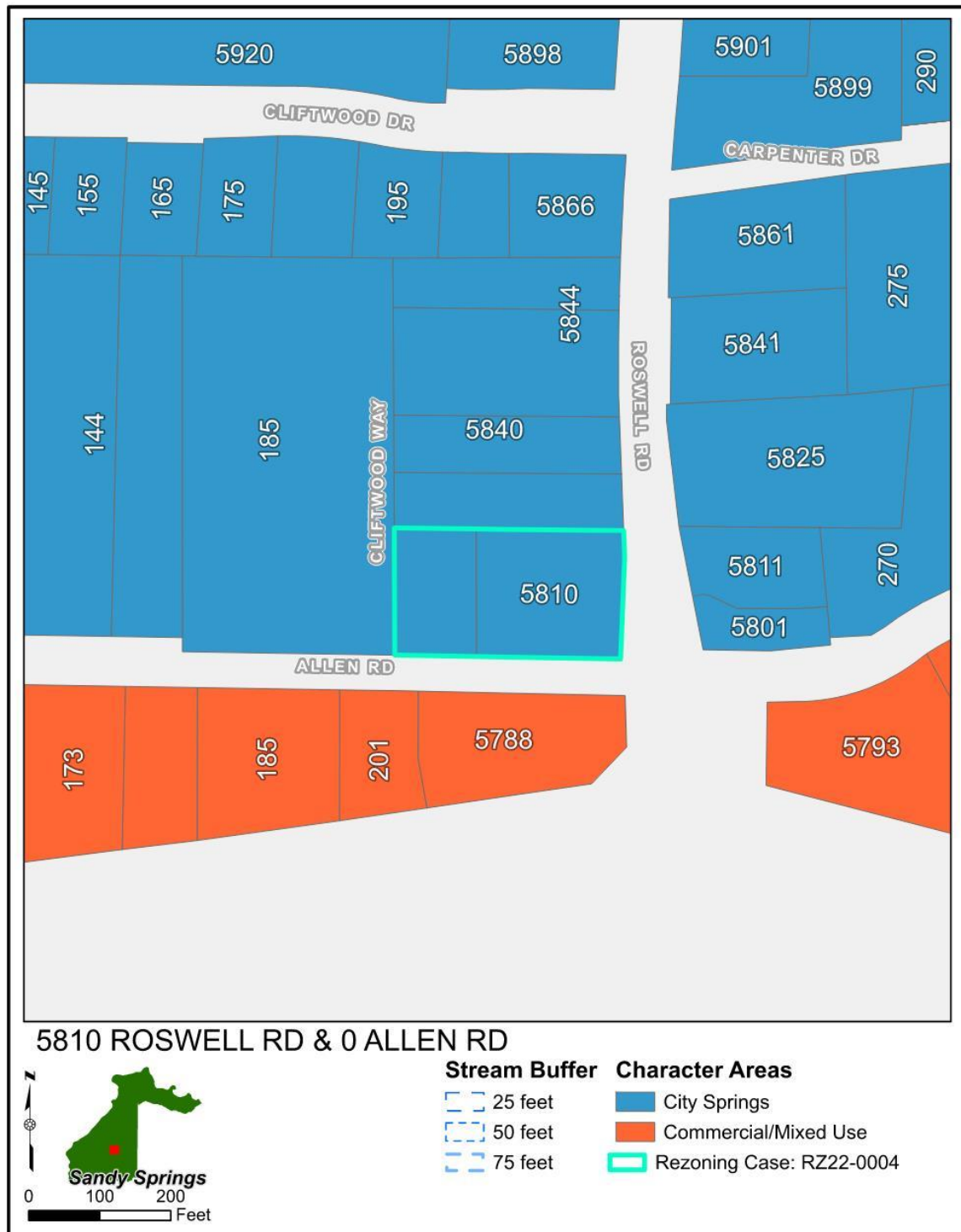
MATERIALS SUBMITTED AND REVIEWED	
Materials:	
1. Final Application, received July 18, 2022	
Plans:	
1. “ <i>ALTA/NSPS LAND TITLE SURVEY</i> ,” prepared for First American Title Insurance Company Shelton McNally Real Estate Partners LLC, A Georgia Limited Liability Company Proposed, prepared by Jaime F. Higgins, Registered Land Surveyor, dated December 17, 2021, received June 7, 2022	
2. “ <i>REZONING SITE PLAN</i> ,” prepared by The Preston Partnership, LLC, dated June 7, 2022, received June 7, 2022	
3. “ <i>5810 ROSWELL ROAD MIXED USE Community Meeting 2 – July 11th 2022</i> ,” prepared by Shelton McNally Real Estate Partners, received July 18, 2022	

PROPERTY INFORMATION	
Location:	5810 Roswell Road (Parcel(s) # 17 009000020094) & 0 Allen Road (17 009000020615)
Council District:	3 – Melissa Mular
Road frontage:	180 feet of frontage on Roswell Road; 318 feet of frontage on Allen Road; approximately 180 feet of frontage on Cliftwood Way
Acreage:	Approximately 1.35 acres
Current Zoning: Existing Land Uses:	CS-3 (City Springs) Major vehicle service and repair
Previous Zoning Cases:	1962Z -0024 was approved. 1974Z -0124 was approved.
Character Area:	City Springs

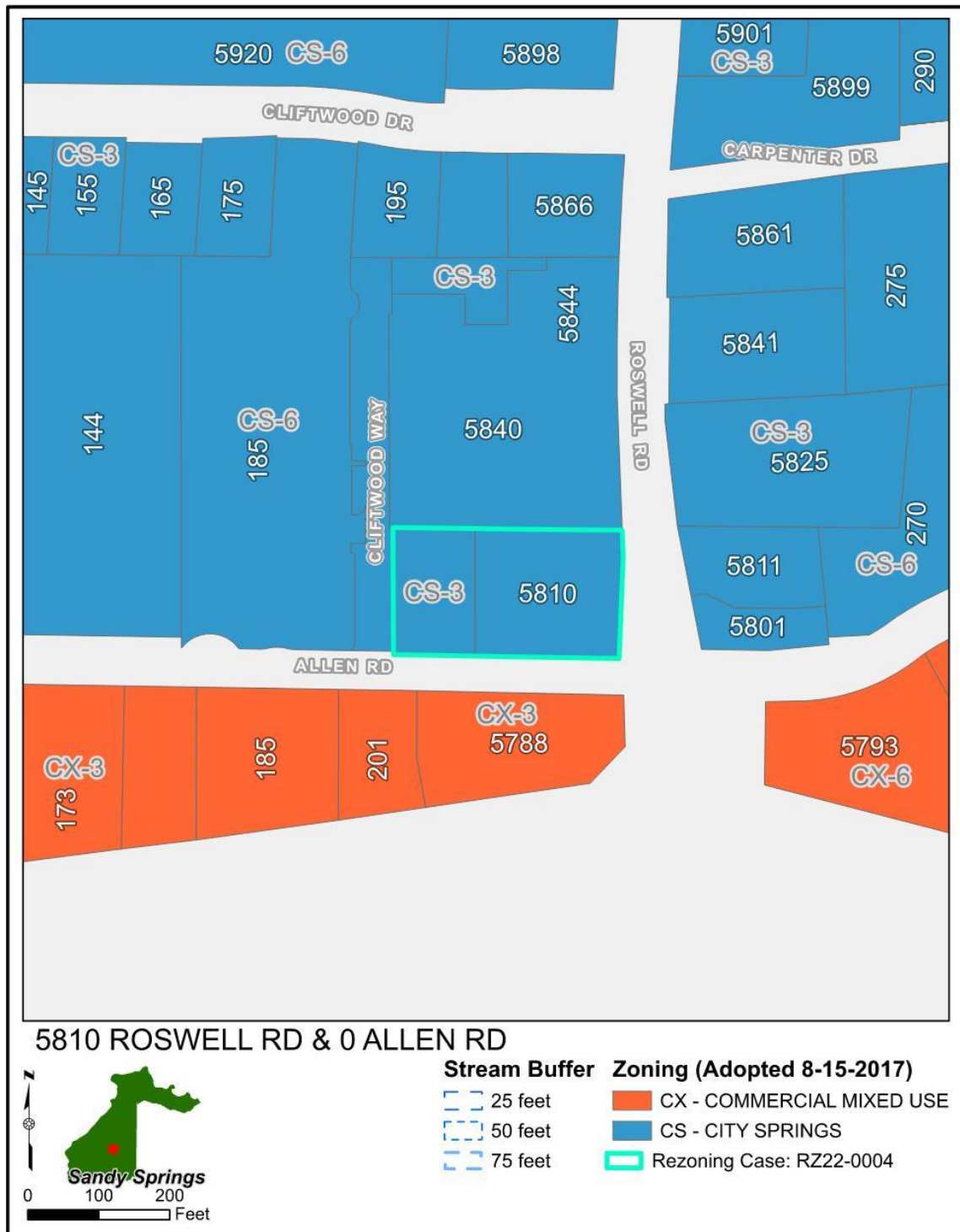
PROCESS			
Initial Community Meeting (CMI): May 31, 2022	Second Community Meeting (CMII): July 11, 2022	Planning Commission Hearing: August 17, 2022	Mayor and City Council Hearing: September 20, 2022

EXISTING CHARACTER AREAS, ZONING, AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Character Area / Zoning / Land use	Address(es)	Land area (acres) (approximate)
North	City Springs / CS-3 / Commercial; Retail; Restaurants	5840 Roswell Road	2.89
Northeast	City Springs / CS-3 / Restaurant/Brewery	5825 Roswell Road	1.32
East	City Springs / CS-3 / Minor Vehicle Service & Repair/Oil Change	5811 Roswell Road	0.48
East	City Springs / CS-3 / Commercial Mixed Use	5801 Roswell Road	0.25
Southeast	Commercial/Mixed Use / CX-6 / Hotel; Urgent Care	5793 Roswell Road	1.65
South	Commercial/Mixed Use / CX-3 / Commercial Office	5788 Roswell Road	0.98
Southwest	Commercial/Mixed Use / CX-3 / Commercial Office	201 Allen Road	0.43
West	City Springs / CS-6 / Multi Unit	185 Cliftwood Drive	3.67
PROPOSED DEVELOPMENT			
--	City Springs / TBD / Mixed Use	5810 Roswell Road/0 Allen Road	1.35

CHARACTER AREA MAP



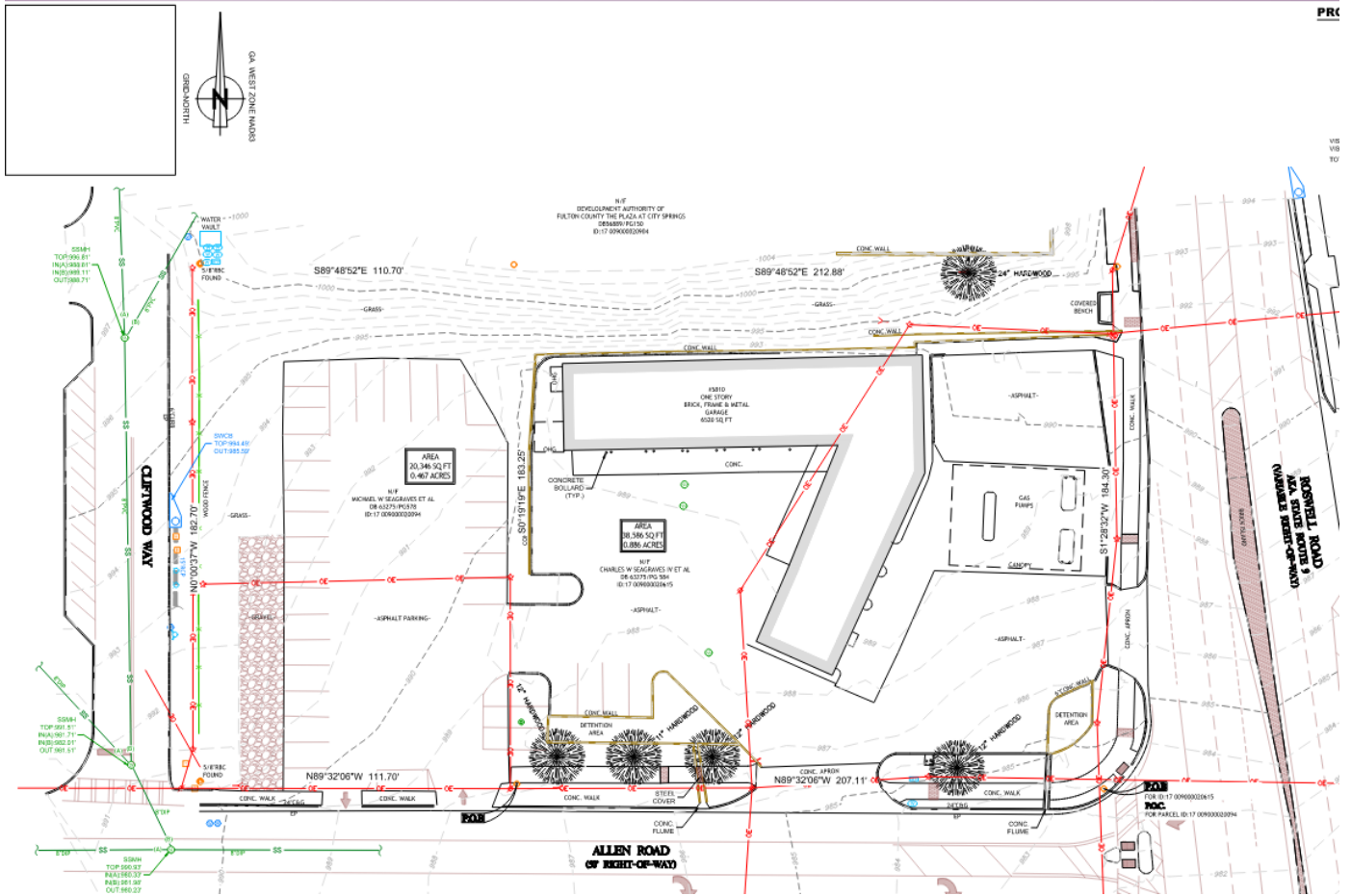
ZONING MAP



AERIAL IMAGE



SURVEY (received June 7, 2022) (full size Survey in Package)



EXISTING DEVELOPMENT

Currently, the site is developed on two (2) individual CS-3 zoned lots, with multiple commercial buildings which facilitate the use of major vehicle service and repair, including the storage and general parking of many vehicles. The site has little to no screening making their outdoor storage visible to all neighboring sites and the general traffic on Allen and Roswell Roads. The property mostly slopes on the north end to the south but quickly realizes a very gentle slope for the remainder of the property.



Above: View of subject property from northwest corner, facing southeast

Below: View of northern property line from northwest corner, facing east





Above: View of subject property from northwest corner, facing southeast
Below: View of northern property line from northwest corner, facing east





Above: View of slope down from north property line, facing southwest
Below: View of eastern portion of existing development, facing south



PROPOSED DEVELOPMENT

5810 Roswell Road is currently in the CS-3 District but the corresponding City Springs Character Area. Thus, no Comprehensive Plan Character Area Map Amendment is required prior to a Zoning Map Amendment (Rezoning) application.

The 1.35-acre subject property is currently developed as the McCullough NAPA Auto Care Center. According to the Fulton County Tax Assessors, the initial development as it stands today was constructed in 1962 as a full-service gas station. Additions to the original gas station structure have occurred including the auto-service garage as recently as 2000. The Applicant states that it is their intention, “to deliver a true live/work/play environment to this important site, consistent with the neighboring uses (which include a 6-story multifamily building, retail center and the upcoming redevelopment of the block to the by Jamestown) and will further the goals and objectives of the City Springs Master Plan by bringing walkability and connectivity to this area.”

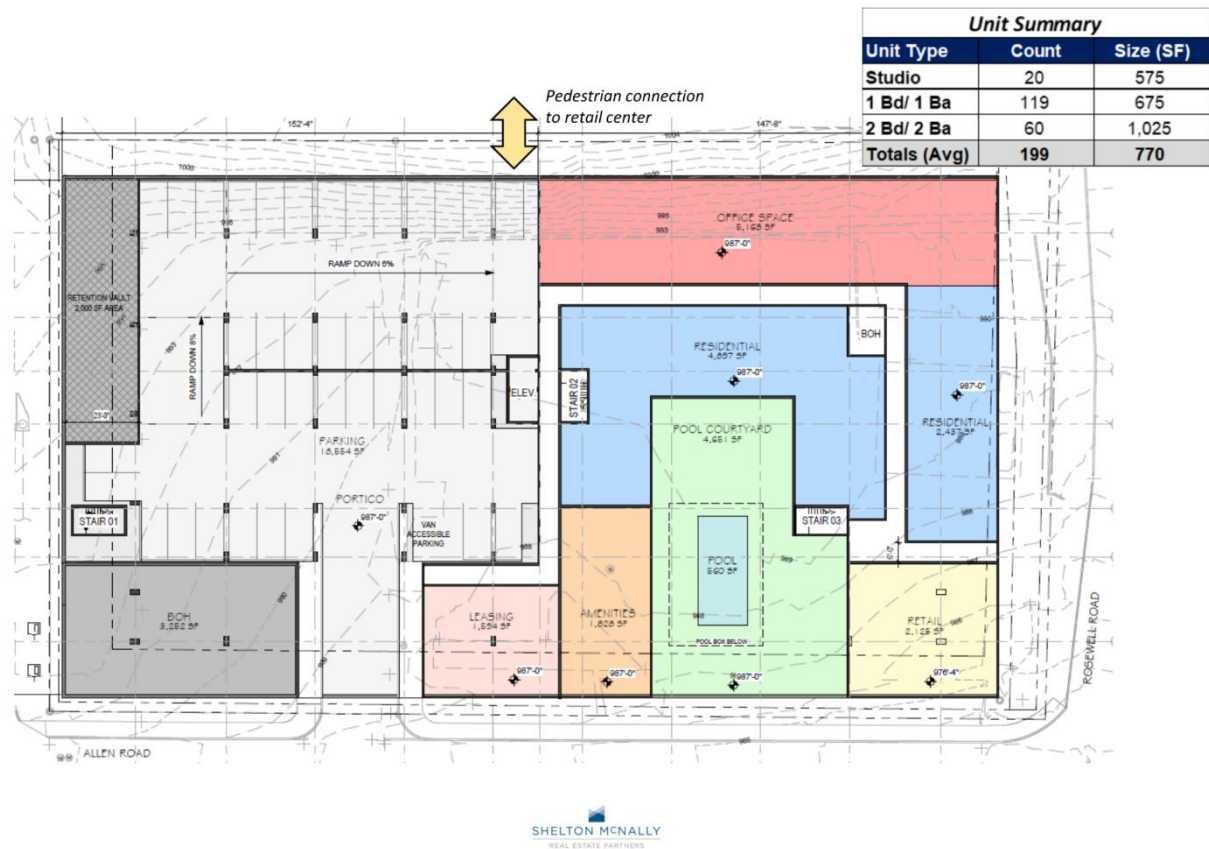
The applicant plans to include approximately 2,150 square feet of retail space and 5,200 square feet of office space. Of note, the concept includes 199 residential units, over 3,000 square feet of indoor resident amenity space, which includes a sky club on the 6th floor. Outdoor amenity space will include a pool and decking at the ground-level facing Allen Road, and a “courtyard above the main vehicular entry [also] off of Allen Road.” Parking for the development would be enclosed and below ground. The site will also provide direct, pedestrian interparcel access to the retail site to the north, The Plaza at City Springs, which in no small way will improve the pedestrian connectivity in the City Springs district.

To be clear, a development plan--- including a site plan, renderings, elevations, or other documents related to a project proposal is not required for a Zoning Map Amendment. The City policy is to limit the number of conditions to those deemed essential to the proper development and use of the subject property, and to the safety and quality of life of the community. Thus, the goal with Rezonings is to consider the appropriateness of the proposed change in regards to the potential allowed uses within the proposed zoning district, rather than the specifics of a future development.

In the case of this Rezoning, the requested change is only in the permitted height---from three (3) stories to six (6) stories---not affecting the permitted uses. Particular consideration should be focused on physical impacts to view sheds and increased density to the immediate and neighboring areas, especially as it pertains to the vision of the Next Ten Comprehensive Plan and City Springs (Center) Master Plan.

The following pages will evaluate the proposed site plan and renderings based on the materials provided in the applicant’s application.

Below is the latest concept site plan for the site provided by the applicant.



Beyond the retail and office proposed on the ground floor, leasing, amenity, and utility space would fill out the remainder of the street facing space at the ground floor.

The images and renderings on the following pages show the proposed development as it would look in concept, in comparison with the existing auto-repair use at the site. The concept renderings, which are imposed into Google Street View by Staff give an illustration, not only of the proposed change in use, but of the potential look and feel of six (6) stories at the location.



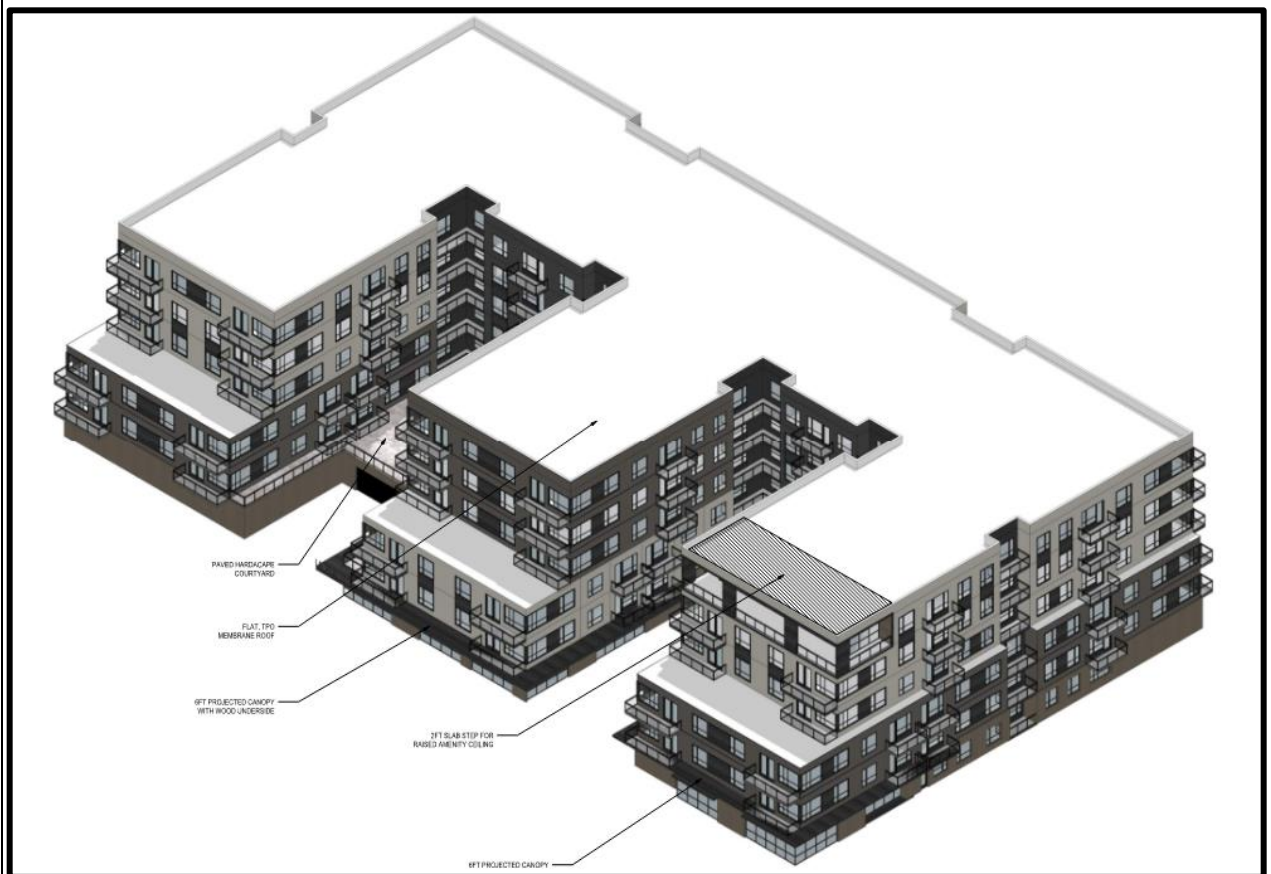
Above: Concept development fades out as existing use (vehicle service and repair shop) is shown to the north (right), from Roswell Road.

Below: Existing development fades out as concept development is shown to the north, from Allen Road.





**Above: Concept development at southeast corner, from Roswell Road at Allen Road.
Below: Monochrome aerial perspective of proposed concept.**



ZONING MAP AMENDMENT (REZONING) CONSIDERATIONS

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

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

Finding: The proposed Zoning Map Amendment does not correct an error. City Springs (CS-) is intended for and envisioned “as a unique, vibrant, and walkable district that serves as a civic/cultural center for Sandy Springs and a focal point for community activity and identity.” (pg. 118, *Next Ten*)

It is Staff’s view that the proposed change, which is effectively increased height allowance, would be a more appropriate zoning parameter based on the surrounding conditions including neighboring property height allowances, transportation infrastructure, proximity to protected and urban neighborhoods, and site conditions.

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

Finding: The proposed Zoning Map Amendment substantially conforms with The Next Ten Comprehensive Plan. The Next Ten prioritizes redevelopment of underutilized or aging properties. Another goal of The Next Ten is to increase housing supply and provide a range of housing choices. Additionally, the plan prioritizes economic development and particularly in the City Springs district---a conglomeration of compact, walkable, mixed-use spaces, interconnected centers, destinations, and unique places, and ultimately an overall quality of place. The Amendment would also serve as an appropriate land use transition between a very heavily utilized interstate corridor and bordering Commercial Mixed Use district properties against more community driven City Springs Character Area.

It is Staff’s view that rezoning the property to increase “air rights” for what is the southern City Springs gateway would increase the viability for a unique and vibrant city core, similar to what was anticipated in the City Center Master Plan. Thus, the proposed Rezoning is consistent with the vision of The Next Ten.

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

Finding: The proposed Zoning Map Amendment conforms with the stated purpose and intent of the Development Code. The purpose of the Development Code is to guide the City’s future growth in alignment with the vision set forth by The Next Ten, which the proposed Zoning Map Amendment would do and to “strive(s) for a balance between maintaining the quality of existing neighborhoods and creating urban, mixed-use, walkable, neighborhood-friendly development that contributes to a high-quality public realm” all of which the proposed Rezoning would do.

The Development Code is also intended to encourage reinvestment, promote redevelopment, provide standards for compatible transitions, achieve design excellence, and promote housing options. The proposed Zoning Map Amendment would encourage reinvestment and redevelopment of underutilized sites. Thus, the proposed Zoning Map Amendment substantially conforms with the stated purpose and intent of the Development Code.

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

Finding: The proposed Zoning Map Amendment will reinforce the existing and planned character of the area. Abutting the parcel to the west is the 6-story Cliftwood multi-unit complex. To the south and east resides the CX-6 property which includes a 5-story hotel. Less than a quarter mile to the northwest of the

subject site are the CS-6 parcels at 135 and 145 Cliftwood Drive, and the 7.95 acre CS-6 parcel, which constitutes the western portion of the Parkside Shopping Center.

As already discussed, the allowed uses would not be modified under the Rezoning request; only the allowed building height or stories. Staff believes that the proposed map amendment will reinforce the existing and planned character of the area.

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

Finding: The difference between the character of the property now and the character of the proposed request would not adversely affect properties in the vicinity. The only major change would be to the view shed, and this would by no means be considered adverse. Currently the site boasts of an auto repair shop and a distant uphill view of a single-story retail plaza. The nearest single unit residential character area neighborhood, Wooded Forrest is nearly 1,000 feet away in a straight line, and a quarter mile via right-of-way. The subject property is appropriate for allowed uses in CS-, including office, retail, restaurants, townhouses, multi-unit residential.

It is Staff's view that the proposed amendment would also serve as a sensible and compatible land use transition based on the intensity of the traffic and the more intense use district which border the property to the south.

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

Finding: There are substantial reasons why the subject property must not be used according to the existing zoning. The current zoning is not appropriate in terms of highest and best use. The property would largely match the existing zoning requirements, with the only difference being the height allowance. The current height allowance for this property would make feasibility unlikely for anything other than what is currently in use, as it sits at a very visible corner of the city.

An increase in the permitted vertical development parameters almost always expands opportunities to execute the development of sites. Sites that are essential or prominent to a city, or its core, as the 5810 Roswell Road site is, are most likely to realize compact and walkable spaces referenced in the Next Ten and City Center (Springs) Master Plan through increased parameters. The height parameters currently permitted for a site that is a gateway to the city core, having such viable and generally easy access to both State Highway 9 (Roswell Road), I-285, as well as a host of restaurant, retail, and various personal service uses is underrealized for the site. These observations make the existing zoning designation in Staff's view inappropriate from a height and mass perspective.

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

Finding: The Next Ten Comprehensive Plan advises to "Refer to the City Center Master Plan and 10-year LCI Update for more-detailed development plans, design guidelines and implementation strategies" for guidance on the City Springs district's development over time. Based on the vision for the City Center, outlined in the City Center Master Plan, there is a need for the proposed use (City Springs) and requested height to help make feasible the envisioned gateway to the City Springs district; one of "compact, walkable, mixed-use spaces."

Based on review from the City Center Master Plan, the proposed Rezoning would help to provide the building height flexibility needed for a uniquely interconnected, compact, and mixed-use development. The existing use at the site in no way represents the intended vision for the City Springs district.

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

Finding: Staff does not anticipate substantial changes in the ability of the City and other service providers to provide sufficient public facilities and services and to maintain sufficient levels of service to existing development. A trip generation study was preemptively provided by the applicant and did not indicate any adverse effects or burdens on current traffic infrastructure. A traffic study will be required at the permitting stage and would inform any possible improvements required for the potential development.

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

Finding: The proposed Zoning Map Amendment would not likely impact the natural environment more than it is currently impacted. The existing use on site will necessitate a cleanup of contamination that would naturally be found on an auto repair site that was also formerly a gas station. It should be noted that stormwater and canopy regulations currently in existence would also represent a marked improvement to any current infrastructure on site.

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

Finding: Staff does not anticipate that the proposed Zoning Map Amendment would have an adverse impact on property in the vicinity of the subject properties. As indicated in the Existing Land Uses and Zoning of Property in the Vicinity table and the Zoning Map above, most of the parcels in the vicinity of the subject site are zoned similarly or more intense. The increased density and potential traffic would have a negligible impact based on the traffic capacity of abutting transportation infrastructure and available commuting flexibility found through the lesser and more local side streets.

It is Staff's belief that the proposed zoning change would increase the likelihood that the property development would match the vision found in both the City Center Master Plan and the Next Ten to ensure quality residential offerings, and a mix of uses easily accessible for pedestrian traffic. Thus, the proposed Zoning Map Amendment would not likely have an adverse impact on property in the vicinity of the subject property.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

No comment provided.

Sandy Springs Transportation Engineer:

No comment provided.

Sandy Springs City Engineer:

Site: Will need to meet GI/LID requirements during permitting, but would encourage the use of a partial green roof / amenity for more of the roof top area.

Transportation: Consider secondary access from side street between this site and the Cliftwood site to provide better inter-parcel access. Traffic study will be required at permitting.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

No comment provided.

Sandy Springs Sustainability Manager:

This application is in line with broad sustainability goals - removing environmentally hazardous uses and creating a walkable urban core.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

No comment provided.

Sandy Springs Economic Development:

No comment provided.

Sandy Springs Recreation & Parks:

No comment provided.

Fulton County Schools:

No comment provided.

Fulton County Public Services and Utilities:

No comment provided.

PUBLIC PARTICIPATION

Community Meeting I

For the Community Meeting I there was 1 in-person and virtual attendees, including the Applicant team, the President of SSCN, on May 31, 2022, held both in person and virtually. Topics discussed were simply the proposal and what it was made up of in terms of uses and units.

Community Meeting II

For the Community Meeting II there were approximately three (3) in-person and virtual attendees, including the Applicant team, the President of SSCN, on July 11, 2022, held both in person and virtually. Topics discussed included construction materials, price points, parking, and unit size.

Correspondence Received

At the time of this draft, there was one public comment in opposition.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Approval** of **Zoning Map Amendment RZ22-0004**, request for a Zoning Map Amendment of **5810 Roswell Road and 0 Allen Road** from the CS-3 (City Springs, 3 stories maximum height) zoning district to CS-6 (City Springs, 6 stories maximum height) zoning district.

Received

June 7, 2022, 2:52 PM



SANDY SPRINGS™
GEORGIA

Case No.: RZ22-0004
Planner's initials: AB

APPLICATION

ZONING MAP AMENDMENT (REZONING) & CONDITIONAL USE PERMIT

☐ ZONING MAP AMENDMENT - OR - ☐ CONDITIONAL USE PERMIT

Application Checklist:

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

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

Planner's initials: AB



SANDY SPRINGS™
GEORGIA

Case No.: RZ22-0004
Planner's initials: [Signature]

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 5810 Roswell Road Sandy Springs, GA 30328	
	Parcel Tax ID(s): 17 009000020094 & 17 009000020615	
	Total acreage: 1.353 acres	Council District: 3
	Current zoning: CS-3	Current use: Auto repair shop
	Character Area: City Springs	

APPLICATION	Purpose of the Application: Rezone to CS-6	
	Check all that apply:	
	☒ Zoning Map Amendment (Rezoning)	☐ Conditional Use Permit
	Detailed request: Rezone the property to allow for the development of a 6-story mixed-use project as detailed in the accompanying documents.	
	Petitioner: Shelton McNally Real Estate Partners, LLC	
	Petitioner's address: 999 Peachtree Street NE, Suite 900 Atlanta, GA 30309	
Phone: 770-858-5320	Email: cmcnally@sheltonmcnally.com	

OWNER	Property owner: James C. Parks, Jr.	
	Owner's address: 104 Cambridge Avenue - Suite A Decatur, GA 30030	
	Phone: [REDACTED]	Email: [REDACTED]
	Signature (authorizing initiation of the process): <u>[Signature]</u>	
	<i>If the property is under contract, provide a copy of the contract</i>	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date: 4/26/2022	Anticipated Application date: 6/7/2022
CMI date, time, and location: 5/31/2022, 6:00 PM, Mutation Brewing Company, 5825 Roswell Road	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	



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Case No.: RZ22-0004
Planner's initials: *JS*

APPLICATION FORM

APPLICATION	Purpose of the Application: Rezone the property from CS-3 to CS-6
	Check all that apply: ☒ Zoning Map Amendment (Rezoning) ☐ Conditional Use Permit
	Detailed request: <u>Rezone of 1.353 acres from CS-3 to CS-6 to allow for the development of a 6-story mixed-use building that includes 199 residential units, 5,168 sf of office, and 2,125 sf of retail.</u>

COMMUNITY MEETING I REPORT	Date and location of CMI: May 31, 2022 at Mutation Brewing Company
	Beginning time: 6:00 pm End time: 7:00 pm
	Summary of concerns discussed: <u>Only one member of the public attended the meeting and no specific concerns were voiced.</u>
	Does the Application address the concerns discussed at the CMI? ☒ Yes ☐ No
	Explain: <u>There were not any specific concerns discussed at the meeting that needed to be addressed.</u>

- TO BE FILLED OUT BY P&Z STAFF -

Application date: <u>6/7/2022</u>	Tentative Planning Commission date: <u>8/17/2022</u>
CMII date and time: <u>7/11/2022</u>	Tentative Mayor and City Council date: <u>9/20/2022</u>
OFFICIAL REQUEST (FOR PUBLICATION):	

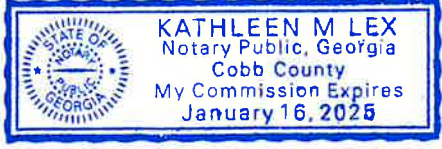


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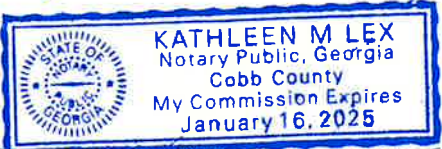
GEORGIA

AUTHORIZATION FORM – PART I

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

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name: James C. Parks, Jr.	Sworn and subscribed before me this <u>7</u> th day of <u>June</u> 20 <u>21</u> Notary public: <i>Kathleen M Lex</i> Seal:  Commission expires: <u>1-16-2025</u>
Address: 104 Cambridge Avenue - Suite A	
City, State, Zip Code: Decatur, GA 30030	
Email address: [REDACTED]	
Phone number: [REDACTED]	
Owner's signature: <i>James C. Parks, Jr.</i>	

B- If the Applicant is *not* the current owner of the subject property:
Fill out the following section, check the appropriate statement, and have it notarized.

Applicant states under oath that:	
☐ He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or ☒ He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or ☐ He/she has an estate of years which permits the Applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name: Conor McNally	Sworn and subscribed before me this <u>7</u> th day of <u>June</u> 20 <u>21</u> Notary public: <i>Kathleen M Lex</i> Seal:  Commission expires: <u>1-16-2025</u>
Company name: Shelton McNally Real Estate Partners. LLC	
Address: 999 Peachtree Street NE, Suite 900	
City, State, Zip Code: Atlanta, GA 30309	
Email address: cmcnally@sheltonmcnally.com	
Phone number: 770-858-5320	
Applicant's signature: <i>Conor McNally</i>	



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DISCLOSURE OF CONTRIBUTION FORM

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

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

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

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

Name: <u>James C. Parke, Jr.</u>	Date: <u>June 6th, 2022</u>
Signature: <u>[Signature]</u>	

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



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DISCLOSURE OF CONTRIBUTION FORM

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

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

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

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

Name: <i>Carver McDaniel</i>	Date: <i>6/7/22</i>
Signature: <i>[Signature]</i>	

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

SANDY SPRINGS

G E O R G I A

DISCLOSURE REPORT FORM C

Office use only:

REZONING PETITION #: _____ MAYOR AND CITY COUNCIL HEARING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to the Mayor or any member of the City Council.

CIRCLE ONE: YES NO

If the answer is YES, proceed to sections 1 through 4.

If the answer is NO, complete only section 4.

1. CIRCLE ONE: Party to Petition In Opposition to Petition

If party to petition, complete sections 2, 3 and 4 below.

If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: Shelton McNally Real Estate Partners, LLC

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more
John Paulson	\$250.00	10/15/22	By Check.
Andy Baughman	\$250.00	10/18/22	By Check.

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

Name (print) Nathan V. Hendricks III

Nathan V. Hendricks III

Signature: _____ Date: June 7, 2022

CONTRACT FOR THE PURCHASE OF REAL ESTATE

THIS CONTRACT FOR THE PURCHASE OF REAL ESTATE (this “**Contract**”), dated for reference the 4th day of November, 2021 (the “**Effective Date**”), by and among **ROBERT B. SEAGRAVES**, an individual, **CHARLES W. SEAGRAVES, IV**, an individual, **MICHAEL W. SEAGRAVES**, an individual, **VIRGINIA PARKS SEWARD**, an individual, and **JAMES C. PARKS, JR.**, an individual (collectively hereinafter referred to as “**Seller**”), **SHELTON MCNALLY REAL ESTATE PARTNERS LLC**, a Georgia limited liability company, or its nominee or assignee (hereinafter referred to as “**Purchaser**”), and **FIRST AMERICAN TITLE INSURANCE COMPANY** (hereinafter referred to as “**Escrow Agent**”).

W I T N E S S E T H :

WHEREAS, Seller is the fee owner of an approximately 1.35-acre parcel of real property known as Parcel IDs 17 009000020615 and 17 009000020094 located in Fulton County, Georgia, as more particularly described on Exhibit A attached hereto (the “**Land**”);

WHEREAS, Seller intends to convey to Purchaser pursuant to the terms of this Contract the Land, together with the rights described in Section 1 below (hereinafter referred to collectively as the “**Property**”; the Land together with the rights described in clauses (i), (ii), (iii), (iv), (v) and (viii) of Section 1 below are hereinafter referred to collectively as the “**Real Property**”); and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property;

NOW, THEREFORE, for and in consideration of the sum of ten dollars, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Agreement to Purchase and Sell. Purchaser hereby agrees to purchase, and Seller hereby agrees to sell, the Property for the price and on the terms and conditions set forth herein. The Property to be sold hereunder includes, without limitation, (i) all water rights, riparian rights, water association rights, storage rights, ditches and ditch rights, reservoir and service rights, appurtenant to the above-described Land and/or owned by Seller, including, without limitation, all above-ground and underground water rights; (ii) all surface rights, all rights of lateral and subjacent support, and all gas, oil, coal, mineral and mining rights held by Seller with respect to the Land, including, without limitation, all rights of Seller in and under all gas, oil, coal, mineral or mining leases and/or contracts and any income thereunder with respect to any gas, oil, coal, mineral or mining rights with respect to the Land, whether or not the wells producing such income are located on the above-described Land; (iii) all timber, timber rights and trees and shrubs on the above-described Land; (iv) all property owned by Seller and attached to the above described Land; (v) all rights in and to any land lying within any street or roadway adjoining the above-described Land and any vacated or hereafter vacated street or alley adjoining the above described Land; (vi) all of Seller’s right, title and interest, if any, in and to plans and specifications, structural, engineering, soils, seismic, geologic, environmental and architectural reports, studies and certificates, and other records, correspondence, reports, studies and other documents relating to such reports, studies and certificates with respect to the Property; (vii) all other intangible property and intangible rights, if any, relating to the Real Property, including, without limitation, licenses, permits, development

rights, entitlements, impact fees, credits utility capacity allocations, consents and approvals relating to the Real Property; (viii) any and all other easements, rights of way, privileges, rights and appurtenances that are in any way associated with the above-described Land; and (ix) all files to the extent used in connection with the ownership and operation of the Real Property or any part thereof.

2. Purchase Price. Subject to adjustments, credits and prorations at Closing as set forth herein, the purchase price for the Property shall be [REDACTED] (the “**Purchase Price**”). At the closing of the purchase and sale provided for herein (hereinafter referred to together as the “**Closing**”), the Purchase Price less a credit for all Earnest Money paid hereunder shall be payable in cash or by wire transfer.

3. Earnest Money. Within five (5) business days following the Effective Date, Purchaser shall pay to Escrow Agent by check or wire transfer the sum of [REDACTED] as earnest money for the Property (the “**Initial Deposit**”). As used herein, the term “**Earnest Money**” shall mean the Initial Deposit together with any “Additional Deposit” plus any interest accrued thereon and, where applicable, the Zoning Deposit plus any interest accrued thereof. The parties hereto agree that the Earnest Money (i) shall be held and disbursed as provided herein and (ii) shall be applicable to the Purchase Price at Closing in the event that Closing occurs hereunder. If and as Purchaser directs, the Escrow Agent shall invest the Earnest Money in an interest bearing savings account or in short-term U.S. Treasury Bills or similar cash equivalent securities. All interest earned on the Earnest Money shall at all times belong to Purchaser and shall be paid to Purchaser at the time of the disbursement, if any, of the Earnest Money to Seller.

4. Intentionally Omitted.

5. Closing.

(a) Closing Date. The Closing shall take place on the date that is the earlier of (i) thirty (30) days after Purchaser obtains the Land Disturbance Permit, or (ii) thirty (30) days following the LDP Period, or such earlier date as may be designated by Purchaser upon at least five (5) business days’ advance written notice to Seller (which notice may be made by email) (the earlier of (a) the actual date of Closing, and (b) the date required for Closing hereunder being referred to herein as the “**Closing Date**”). Notwithstanding the foregoing, the Purchaser shall have the following rights to extend the Closing Date:

(i) Two (2) extension options of up to thirty (30) days each by written notice to Seller at least two (2) business days prior to the then-scheduled Closing Date, provided that Purchaser shall, within five (5) business days following each election by Purchaser to extend Closing, deliver to the Escrow Agent an additional earnest money deposit in the amount of [REDACTED] per extension, which, once deposited, shall be considered an “Additional Deposit” hereunder and shall be non-refundable to Purchaser (except in the event of a Seller default, failed condition to the benefit of Purchaser, or a termination by Purchaser pursuant to this Agreement following a casualty or condemnation at the Property), but shall be credited toward the Purchase Price at Closing.

The Closing shall take place at the offices of the Escrow Agent and shall be conducted pursuant to an escrow-style closing through the Escrow Agent (or such other party selected by Purchaser and Seller) so that it will not be necessary for any party to physically attend the Closing.

(b) Closing Deliveries. At or in conjunction with the Closing, each party shall execute and deliver all documents reasonably necessary to effect and complete the Closing. As part of the Closing, Seller shall execute and deliver to Purchaser (or Escrow Agent, as applicable):

(i) a limited warranty deed (the “**Deed**”), properly executed by Seller and witnessed and notarized for recording, conveying fee simple title to the Real Property insurable by a nationally-recognized title insurance company at its standard rates, with the legal description to be attached to said Deed the same legal description with which Seller took title to the Real Property;

(ii) a quitclaim deed, properly executed by Seller and witnessed and notarized for recording, which quitclaim deed shall contain the legal description of the Real Property as reflected on the Survey;

(iii) an owner’s title affidavit and indemnity in form and substance satisfactory to Purchaser and the Escrow Agent (in its capacity as the title insurance company insuring Purchaser’s fee simple title to the Real Property), which affidavit shall be sufficient to permit Purchaser to obtain title insurance for such Real Property without any standard exceptions, including, without limitation, any exception for liens of laborers, mechanics or materialmen, or parties in possession (the “**Owner’s Affidavit**”), however, Purchaser acknowledges that the deletion of the standard survey exception will require delivery by Purchaser of an ALTA survey to the title insurance company;

(iv) an affidavit, in form and substance satisfactory to Purchaser, stating that Seller is not a “foreign person,” as referred to and defined in Internal Revenue Code Sections 1445(f)(3) and 7701(a)(30), and stating Seller’s address and United States taxpayer identification number;

(v) an assignment and bill of sale conveying any and all Real Property that is or might be considered personal property;

(vi) evidence of termination of any management agreement for the Real Property and any service contracts affecting the Real Property; and

(vii) such other documents, agreements and certificates as Purchaser or Escrow Agent may reasonably require in order to consummate the sale of the Property in accordance with this Contract, including, without limitation, instruments reasonably satisfactory to Purchaser and Escrow Agent reflecting the proper authority of Seller to consummate the transactions contemplated by this Contract.

(c) Closing Costs. Seller shall pay (i) all recording fees due and payable in connection with the delivery and recording of any documents to release any Monetary Encumbrances, (ii) all transfer, deed, recording or stamp taxes as well as any deferred or rollback taxes, and (iii) all recording fees due and payable in connection with the delivery and recording of

the Deed and quitclaim deed. Purchaser shall pay (i) any escrow fee or closing fee charged by Escrow Agent, (ii) the premium for an Owner's Policy of Title Insurance issued by Escrow Agent in an amount to be determined by Purchaser, (iii) any mortgage taxes in connection with any Purchaser financing, and (iv) all recording fees due and payable in connection with the delivery and recording of any mortgage or other Purchaser financing documents. Seller and Purchaser shall each pay their own attorneys' fees.

(d) Prorations. Real estate taxes pertaining to the Property shall be prorated as of 12:00 a.m. ET on the day following Closing, such that Seller will be responsible for taxes up to and including the Closing Date, and Purchaser will be responsible for taxes from and after the Closing Date. Real estate taxes shall be prorated on a calendar year basis based upon the amount of said taxes for the year in which the Closing occurs if said amount is known at the time of the Closing (after making a fair and reasonable allocation of such assessment between the Property and any other property covered by such assessment); if said amount is not known, then such taxes shall be prorated on the basis of the taxes assessed for the preceding year after making a fair and reasonable allocation of such assessment between the Property and any other property covered by such assessment. Should the actual assessment for the year in which the Closing occurs be more or less than the amount used as a basis for such proration, Seller or Purchaser, promptly upon receipt by either of them of the notice or bill for such taxes, will make the proper adjustment so that such proration will be accurate, based upon the actual amount of such taxes; and payment shall be made promptly to Seller or Purchaser, whichever shall be entitled to such payment, by the other party for the purpose of making such adjustment. Notwithstanding the foregoing, Purchaser, at the sole discretion of Purchaser, shall have the right, in the name of Purchaser or Seller but at the expense of Purchaser, to contest and appeal any such tax or assessment, and any adjustment in proration shall be based upon the amount of such taxes finally determined upon such contest or appeal and shall be paid promptly upon the determination of such amount, if Purchaser shall elect to make such contest or appeal. In no event shall the amount of taxes to be borne by Purchaser hereunder include any amounts that are attributable to other property included within the tax bill that covers the Property. In the event that taxes or additional taxes, assessments, re-assessments, penalties and/or interest may be due with respect to periods prior to Closing, Seller shall be solely responsible for payment of all such taxes, assessments, penalties and interest. Seller shall be responsible for all utility or other expenses of the Property incurred through the Closing Date. This Section 5 shall survive the Closing.

(e) Conveyance. Seller shall deliver possession of the Property immediately upon Closing, so long as the Closing occurs after March 31, 2023, free and clear of any tenancies or occupancies and in the same condition as the Property exists on the date of execution hereof (subject to the Permitted Exceptions).

6. Survey. Following the Effective Date, Purchaser may obtain an updated or new survey of the Property (the "**Survey**"). In the event the Survey discloses any matter affecting the marketability of title to which Purchaser objects, and the Purchaser objects to such matters pursuant to the provisions of Section 8 below on or before the expiration of the Due Diligence Period, such matters shall be deemed to be title objections subject to the provisions of Section 8 below. The costs and expenses related to obtaining such Survey of the Real Property as well as any revisions or modifications thereto and re-certifications thereof, shall be borne by Purchaser.

7. Warranties and Representations.

(a) Except as otherwise expressly disclosed to Purchaser in that certain Property Due Diligence listed on **Exhibit B** attached hereto, Seller does hereby warrant and represent to Purchaser as follows:

(i) that Seller owns good and marketable fee simple title to the Real Property;

(ii) that Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (d) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.

(iii) that Seller has not entered into any leases, tenancies, licenses, occupancies, or occupancy agreements with respect to the Real Property or any portion thereof, whether written or oral, which will remain in effect after the Closing, so long as the Closing takes place after March 31, 2023, and except for the revokable license agreement with MARTA / CBS Outdoors that is disclosed in the due diligence materials that have been provided to Purchaser (the "MARTA License") and no person or entity, will have any right of possession following the Closing to all or any portion of the Property MARTA License.

(iv) that Seller has not entered into any contract or agreement with respect to the Property which will be binding on Purchaser after Closing;

(v) Seller has delivered to Purchaser a true, correct, and complete copy of the MARTA License. Seller has not received any notice of default under the MARTA License and, to Seller's knowledge, there are no defaults or matters, which with the passage of time or the giving of notice would become defaults, under the MARTA License;

(vi) that Seller has not received any written notice of any (i) violation of any right, law, statute, ordinance, order, regulation, or requirement (including, without limitation, any environmental or hazardous substances law, rule or regulation or any zoning or land use rules or regulations) except for the environmental evaluations and reports related to the Property that have been disclosed in the due diligence materials that have been provided to Purchaser as of the Effective Date and which are listed on **Exhibit B**, or (ii) default or breach of any loan document, lease or other agreement affecting all or any portion of the Property that has not been fully cured prior to the Effective Date;

(vii) that there is no action, suit or proceeding pending or, to Seller's knowledge, threatened or contemplated against or affecting the Real Property, either directly or indirectly;

(viii) that there are no pending, or to Seller's knowledge, threatened, condemnation, expropriation, eminent domain or similar proceeding with respect to the Property, nor has Seller received any notice that any such proceeding is contemplated;

(ix) that to Seller's knowledge, there is not presently pending any special assessments, fees or charges, however denominated, which may constitute a lien or charge on the Property. Seller has not filed, and has not retained anyone to file, notices of protests against, or to commence action to review, real property tax assessments against the Property;

(x) that Seller has the full and complete right, power and authority to enter into this Contract and to perform Seller's obligations hereunder and the other agreements contemplated herein (including, without limitation, the execution, delivery and performance of its obligations under the documents required to be delivered at Closing) and will deliver satisfactory evidence of such right, power and authority to Purchaser and Escrow Agent at the Closing;

(xi) that, other than this Contract, Seller has not entered into any agreements that are in effect, and there are no agreements that grant a commitment, option, right of first refusal or any other, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property;

(xii) that neither Seller nor, to Seller's knowledge, any of its affiliates, nor any of their respective partners, nor to Seller's knowledge, any of their members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action;

(xiii) that Seller has obtained, or will have obtained by Closing, all consents and permissions (if any) related to the transactions herein contemplated and required under any covenant, agreement, or encumbrance by which Seller or the Property is bound;

(xiv) that Seller has made no commitments to or agreements with any governmental authority or any other person which are binding upon the Real Property following the Closing except for the MARTA License;

(xv) that Seller has not received written notice of an intention of any governmental authority to revoke any license, permit or certificate required for the development, use, operation or occupancy of the Property;

(xvi) that to Seller's knowledge, but for Seller's disclosed zoning approvals, the Land has not been the subject of any site plan approval, re-zoning application, or similar request for the prior five (5) years; and

(b) Purchaser does hereby warrant and represent to Seller as follows:

(i) Purchaser has been duly organized and is validly existing as a limited liability company in good standing in the State of Georgia and, by Closing, either Purchaser or its assignee shall be qualified to do business in the State of Georgia. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Contract and to consummate or cause to be consummated the transactions contemplated hereby. This Contract has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

(ii) There is no agreement to which Purchaser is a party or, to Purchaser's knowledge, binding on Purchaser which is in conflict with this Contract. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Contract.

(iii) Neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, nor to Purchaser's knowledge, any of their members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action;

(c) All of the foregoing warranties and representations of Seller and Purchaser are made for the sole benefit of other party and may be waived by the benefited party, in whole or in part, by written waiver delivered to party making the warranties or representations. All representations and warranties set forth within this Contract shall survive the Closing and the delivery of the Deed at Closing for a period of twelve (12) months ("**Survival Period**") and thereafter shall be of no further force or effect. During the Survival Period and for such additional time as a written claim made by Purchaser to Seller may be outstanding, Seller will maintain sufficient assets to meet its obligations arising during such time.

8. Objections to Title.

(a) Purchaser shall cause Escrow Agent to deliver to Purchaser a title insurance commitment for the Real Property together with copies of the underlying title exception documents referenced therein (collectively the "**Title Commitment**"). On or before fifteen (15) days prior to the expiration of the Due Diligence Period (the "**Title Objection Period**"), Purchaser may deliver to Seller a written statement of objections ("**Purchaser's Objections**"), if any, to Seller's title to the Real Property, and Seller shall have ten (10) days after the receipt of such notice to elect to cure or remove the same ("**Seller Title Response Period**"). In the event that Seller gives notice to Purchaser that it elects not to cure any of Purchaser's Objections, or fails to respond to all of Purchaser's Objections within the Seller Title Response Period, Purchaser shall have the right to terminate this Contract on or before the date that is five (5) days following the expiration of the

Seller Title Response Period. In the event that Purchaser fails to terminate this Contract on or before the date that is five (5) days following the expiration of the Seller Title Response Period, Purchaser shall be deemed to have waived any right to terminate based upon Purchaser's Objections, and Seller shall have no further obligations related thereto; provided however, Seller shall remain obligated to cure any Monetary Encumbrances at Closing as provided in Section 8(c) below and Seller shall remain liable with respect to any breach of Section 12 below. If Seller fails to cure (i) all Purchaser's Objections which Seller is required to cure on or before five (5) business days prior to Closing, or (ii) any and all Monetary Encumbrances and New Objections at or prior to Closing, then, in either case, Purchaser shall have the right, (A) to maintain this Contract in full force and to receive a credit at Closing in the amount necessary, in Purchaser's reasonable determination, for Purchaser to cure such Purchaser's Objections, Monetary Encumbrances or New Encumbrances, or (B) to terminate this Contract, whereupon the Earnest Money shall be immediately returned to Purchaser, and Seller shall, immediately upon demand by Purchaser, reimburse Purchaser for the costs and expenses incurred by Purchaser in connection with the transactions contemplated hereby, and thereafter no party shall have any rights, claims, obligations or liabilities hereunder, except for those that are expressly provided herein to survive a termination of this Contract.

(b) Notwithstanding the foregoing, Purchaser may examine or re-examine title to the Real Property up to and including the date of Closing and give Seller written notice of objections to any additional encumbrances (i) which newly appear of record subsequent to the effective date of the Title Commitment, or (ii) which are not filed of record and properly indexed prior to the effective date of such Title Commitment (any such objection a "**New Objection**") and Seller shall have until Closing to cure any New Objection. Except for any Monetary Encumbrances, in the event that Seller fails or refuses to provide evidence reasonably acceptable to Purchaser that all such New Objections shall be removed at Closing in a manner which will permit Purchaser to obtain at Closing title insurance without exception therefor, then Purchaser shall have the option (a) to maintain this Contract in full force and effect, waive the New Objection and proceed to Closing or (b) to terminate this Contract, whereupon all Earnest Money deposited with the Escrow Agent as of the date of such termination shall be returned to Purchaser, and thereafter no party hereto shall have any further rights, claims or liabilities hereunder (except as set forth herein). Any exceptions to title to which Purchaser does not object as provided in Section 8(a) above or as to any New Objection on or before Closing (other than any Monetary Encumbrance and any encumbrance created by Seller after the date hereof), any matter objected to but not cured by Seller and which Purchaser elects to accept shall be deemed to be "**Permitted Exceptions**". The provisions of this Section 8 shall not be construed to limit or expand any remedy of Purchaser for breach by Seller of the covenants set forth in Section 12 below.

(c) It shall be a condition to Purchaser's obligation to close this transaction that the Escrow Agent shall have issued the Title Policy to Purchaser (or be unconditionally committed to issue the Title Policy to Purchaser upon receipt of the title insurance premium therefor). "**Title Policy**" means an extended coverage American Land Title Association (ALTA) Form Owner's Policy of Title Insurance insuring Purchaser's fee simple title to the Real Property, in the full amount of the Purchase Price with the standard exceptions deleted, subject only to Permitted Exceptions. Notwithstanding anything contained herein to the contrary, (i) Seller covenants and agrees to deliver title to the Property at Closing free and clear of, and agrees to discharge, any and all mortgages or other monetary liens, judgments or mechanics liens, including any notices of

commencement (as used herein “mortgage” includes any mortgage, deed of trust, deed to secure debt and similar security instrument encumbering the Land or any portion thereof), regardless of whether Purchaser objects to same (collectively, a “**Monetary Encumbrance**”), and (ii) any Monetary Encumbrance, any tenants or other parties in possession of all or any portion of the Property, and any other standard/general title exceptions that can be deleted from the Title Policy by delivery of the Owner’s Affidavit at Closing shall be automatically deemed matters to which objection is made by Purchaser, regardless of whether Purchaser gives written notice of objection thereto to Seller, and Purchaser under no circumstances shall be deemed to have waived any such matters, nor shall same be considered Permitted Exceptions hereunder, unless such waiver shall be an express waiver in writing executed by Purchaser.

9. Purchaser’s Right of Inspection.

(a) Subject to reasonable coordination with the tenants currently in possession of the Property, Seller does hereby grant to Purchaser, its agents, engineers, surveyors and other representatives the right, during the term of this Contract, to enter upon the Property to inspect, examine and survey the Property and otherwise do that which, in the opinion of Purchaser, is necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Purchaser, topographical conditions, the presence or absence of hazardous or toxic materials or oil, and the presence or absence of subsurface water and rock, and to make tests to determine the physical condition of the Property. Purchaser may perform any soil or other borings, any invasive or similar procedures or any other environmental tests on the Property if such tests are recommended or required by Purchaser’s phase 1 environmental report or property condition report with 24 hours’ prior notice (which email notice to Clay@parks-law.com shall be sufficient) and reasonable coordination with the tenants in possession of the Property. Purchaser agrees to indemnify and hold Seller harmless from and against any damages arising directly from Purchaser’s inspection and testing of the Property, provided however, the forgoing indemnity shall not apply with respect to any claims, damages, liabilities or expenses arising out of the mere discovery by Purchaser, or the failure to report any pre-existing conditions, or any acts or omissions of Seller, its agents, employers, contractors, officers or invitees. This obligation to indemnify and hold Seller harmless shall survive the Closing and any termination of this Contract and shall, to the extent Purchaser fails to purchase the Property by the Closing Date or terminates this Contract as provided herein, include Purchaser’s obligation to promptly restore any portions of the Property damaged or disturbed in connection with Purchaser’s tests and surveys to its condition on the date hereof to the extent practicable after all such tests or surveys. Within three (3) days following the Effective Date, Seller shall deliver to Purchaser all documents, agreements, notices and reports related to the Property in Seller’s possession or control, including, without limitation:

- (i) the most recent existing survey of the Real Property;
- (ii) a copy of the most recent title insurance policy issued with respect to the Real Property;
- (iii) copies of all contracts, licenses, and leases related to the Property;
- (iv) copies of all environmental reports related to the Property;

- (v) copies of all correspondence with any governmental authorities concerning the Property;
- (vi) all zoning, site plan approval and re-zoning applications and materials, any notices of violations or breaches from any third party with respect to the Property;
- (vii) any traffic studies performed by Seller relative to the Property;
- (viii) any architectural and engineering plans and specifications with respect to the Property; and
- (ix) copies of the results of any soil, hazardous or toxic waste, or other tests conducted upon the Real Property.

Additionally, in the event that Purchaser requests additional due diligence materials in writing with reasonable specificity, Seller agrees to use commercially reasonable efforts to review its files and shall promptly deliver to Purchaser copies of such information, if any, in Seller's possession or control (collectively, the "**Property Due Diligence**").

(b) Due Diligence Period. Seller acknowledges that Purchaser has not completed Purchaser's inspection of the Property, examination of the Property Due Diligence, or studies of the physical and economic feasibility of Purchaser's contemplated use of the Property. Accordingly, Purchaser shall have the right for a period of ninety (90) days from the Effective Date (the "**Due Diligence Period**"), to terminate this Contract for any reason whatsoever in Purchaser's sole and absolute discretion by delivering written notice (which, at Purchaser's option, may be sent solely by e-mail) of such termination to Seller prior to the expiration of the Due Diligence Period. In the event of such termination, all Earnest Money deposited with the Escrow Agent as of the date of such termination shall be returned to Purchaser, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for any rights, claims or liabilities hereunder that by their express terms survive the termination of this Contract. In the event Purchaser does not elect to terminate this Contract prior to the expiration of the Due Diligence Period, then (i) Purchaser shall, within five (5) business days following the expiration of the Due Diligence Period, deliver an additional earnest money deposit of [REDACTED] to Escrow Agent, which, once deposited, shall be considered an "Additional Deposit" hereunder, and (ii) the Earnest Money shall become non-refundable (except (x) in the event this Contract is terminated pursuant to Section 9(c); (y) in the event of a breach or default of this Contract by Seller; or (z) as otherwise specifically provided in this Contract, including, without limitation, in the event of a failure to satisfy a condition set forth in Section 11 of this Contract), but shall remain applicable as a credit against the Purchase Price.

(c) Zoning Period. On or before the date that is two hundred ten (210) days from the expiration of the Due Diligence Period (the "**Zoning Period**"), Purchaser, at its sole cost and expense, shall seek to obtain the necessary zoning approvals (collectively, the "**Zoning Approvals**") to permit Purchaser to develop on the Property for its Intended Use (as defined below). Seller agrees to cooperate with Purchaser and assist Purchaser in obtaining any Zoning Approvals and to promptly execute and return to Purchaser (and to use reasonable efforts to cause

any mortgagee of the Property also to do so to the extent necessary) any applications and other documents reasonably necessary to obtain the Zoning Approvals. Notwithstanding the foregoing, Seller shall have no obligation to incur any cost or expense in connection with cooperating with or assisting Purchaser with the foregoing. In the event that the Zoning Approvals are denied or conditioned in such a manner that is unacceptable to Purchaser, in Purchaser's sole discretion, or otherwise not received, on or before the expiration of the Zoning Period, Purchaser, in Purchaser's sole discretion, shall have the right to terminate this Contract. In the event of such termination, all Earnest Money deposited with the Escrow Agent as of the date of such termination shall be returned to Purchaser, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for any rights, claims or liabilities hereunder that by their express terms survive the termination of this Contract. In the event that Purchaser fails to notify Seller of its election on or before the expiration of the Zoning Period, Purchaser shall be deemed to have waived Purchaser's rights of termination under this Sections 9(c). For purposes of this Contract, "**Intended Use**" means the development, construction and operation on the Property of a multi-family housing residential and/or commercial development project and related amenities, facilities, and parking (the "**Project**"). In the event Purchaser obtains the Zoning Approvals, Purchaser shall within five (5) business days following Purchaser's receipt of the Zoning Approvals, deliver an additional earnest money deposit of [REDACTED] (the "**Zoning Deposit**") to Escrow Agent, which, once deposited, shall be considered "Earnest Money" hereunder, and (ii) the Earnest Money shall become non-refundable (except in the event of a breach or default of this Contract by Seller or as otherwise specifically provided in this Contract, including, without limitation, in the event of a failure to satisfy a condition set forth in Section 11 of this Contract), but shall remain applicable as a credit against the Purchase Price.

(d) Land Disturbance Permit Period. On or before the date that is one hundred fifty (150) days from Purchaser's receipt of the Zoning Approvals (the "**LDP Period**"), Purchaser shall seek to obtain a Land Disturbance Permit (the "**Land Disturbance Permit**"). Seller agrees to cooperate with Purchaser and assist Purchaser in obtaining the Land Disturbance Permit and to promptly execute and return to Purchaser (and to use reasonable efforts to cause any mortgagee of the Property also to do so to the extent necessary) any applications and other documents reasonably necessary to obtain the Land Disturbance Permit. Notwithstanding the foregoing, Seller shall have no obligation to incur any cost or expense in connection with cooperating with or assisting Purchaser with the foregoing.

(e) In the event Purchaser terminates this Contract during or at any point after the Due Diligence Period, Zoning Period or LDP Period, Purchaser agrees to promptly return to Seller or destroy all Property Due Diligence delivered to Purchaser by Seller.

10. Risk of Loss and Condemnation or Casualty.

(a) Until the purchase of the Property has been consummated at the Closing, all risk of loss of, damage to, or destruction of, the Property (whether by fire, flood, tornado or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Seller. For purposes of this Contract, any contamination of the Property with Hazardous Materials, or release or discharge at the Property of Hazardous Materials, occurring on or after the Effective Date shall constitute a casualty.

(b) If, at any time prior to the Closing, any action or proceeding is filed or threatened, under which the Property, or any material portion thereof, may be taken pursuant to any law, ordinance or regulation, or by condemnation or the right of eminent domain, or in the event of any damage to or destruction of the Property or any material portion thereof, then, at the option of Purchaser, (i) this Contract shall be terminated, the Earnest Money shall be returned to Purchaser and thereafter no party shall have any further rights, claims or liabilities hereunder, except for those obligations and liabilities that expressly survive termination, or (ii) this Contract shall remain in full force and effect, whereupon Seller, at the time of the Closing, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, or casualty. Purchaser shall exercise said option by delivering to Seller written notice of such exercise on or before the thirtieth (30th) day following the date on which Purchaser receives notice that such suit has been filed or is threatened or such casualty has occurred, as applicable, and, if said thirty (30) day period extends beyond the date of Closing, the date of Closing shall be automatically extended to a date which is five (5) days after the expiration of said thirty (30) day period. In the event that Purchaser fails to exercise said option within said thirty (30) day period, then Purchaser shall be deemed to have elected the alternative set forth in Section 10(b)(i) hereof.

11. Conditions to Closing. The obligations of Purchaser under this Contract are hereby expressly made subject to each and all of the following conditions, which conditions are for the sole benefit of Purchaser and may be waived by Purchaser in its sole and absolute discretion, in whole or in part, by written waiver delivered to Seller:

(a) the Property and all portions thereof being free from material damage or destruction by fire, earthquake, erosion, flooding or by other force of nature or Act of God after the date of this Contract that would impair Purchaser's Intended Use of the Property;

(b) the truth and accuracy, in all material respects, as of the date of the Closing as if made on and as of the Closing Date, of each and every warranty or representation made herein by Seller, without giving effect to any materiality, knowledge or notice qualifiers (other than the materiality qualifier set forth in this clause (b));

(c) the Escrow Agent shall have issued the Title Policy to Purchaser (or be unconditionally committed to issue the Title Policy to Purchaser upon receipt of the title insurance premium therefor). In the event that Purchaser elects not to close the purchase and sale hereunder by reason of the failure of any one or more of the conditions set forth in Section 11 hereof, then, notwithstanding anything herein to the contrary and except as specifically set forth in Section 3 above, all Earnest Money, shall be returned to Purchaser, and thereafter no party hereto shall have any further rights, claims or liabilities hereunder, except those obligations which expressly survive the termination of this Contract (provided, however, that in the event that such failure of a condition is a result of a default by Seller under this Contract, then Purchaser shall also have the rights and remedies set forth Section 13 below);

(d) since the Effective Date, no material adverse change in the condition or value of the Property shall have occurred; and

(e) Seller shall have delivered to Purchaser an estoppel certificate, in form reasonably acceptable to Purchaser, dated within thirty (30) days of Closing certifying, among other things, that there is no existing default or other matter which with the passage of time or the giving of notice would become a default under the MARTA License and that Seller has performed any and all obligations of Seller under the MARTA License.

12. Seller Covenants. Seller hereby covenants and agrees with Purchaser that so long as this Contract remains in full force and effect, as modified, amended and/or extended from time to time:

(a) Seller will take, or cause to be taken, all action reasonably necessary to cause the representations and warranties set forth in this Contract to remain true and correct in all material respects from the date hereof through the date of the Closing and will refrain from taking any action which could cause any such representation or warranty to become incorrect or untrue in any material respect at any time during such period;

(b) Seller shall not: (i) commit or permit to be committed any material waste or material change in the condition or appearance of the Property, normal wear and tear excepted; (ii) commit or permit the cutting or severing of any growth or timber on the Property, provided, however, the typical harvesting of crops other than timber from the portions of the Property under cultivation as of the date hereof, is permitted; or (iii) initiate, consent to, approve or otherwise take or permit any action with respect to any zoning or re-zoning, access, utility availability, permits, governmental approvals or entitlements with respect to the Property except with the prior written consent of Purchaser;

(c) Without the prior written consent of Purchaser, Seller will not convey or encumber all or any portion of the Property, or any interest therein, or enter into any agreement granting to any person any right with respect to the Property, or any portion thereof;

(d) Without the prior written consent of Purchaser, which may be granted or denied in Purchaser's sole and absolute discretion, Seller shall not enter into any oral or written agreements or promises regarding current or future use of all or any portion of the Property or enter into any lease, license or occupancy agreement;

(e) Seller shall maintain in existence all licenses, permits and approvals that are now in existence with respect to, and are required for, the development, ownership, operation or improvement of the Property, and are of a continuing nature;

(f) Without the prior written consent of Purchaser, which may be granted or denied in Purchaser's sole and absolute discretion, Seller shall not (i) enter into any oral or written service, maintenance, employment or other contracts or agreements affecting the Property which would survive the Closing or otherwise affect the use, operation or enjoyment of the Property after the Closing; or (ii) extend the terms of any existing contracts to a date beyond the Closing; and

(g) Seller acknowledges and agrees that Seller will (i) keep confidential (a) the terms and provisions of this Contract, including, with limitation, the identity of the Purchaser, the Purchase Price and the dates, deadlines and time frames set forth herein, and (b) all documents, reports, studies, plans, specifications, information, materials and correspondence related to the

Property (collectively, the “**Confidential Information**”), and (ii) not disclose or otherwise use any Confidential Information other than necessary disclosures to its attorneys, accountants, consultants, experts, representatives, and agents (collectively, the “**Seller Parties**” and individually, a “**Seller Party**”) in order to consummate the transaction contemplated by this Contract and (iii) prior to providing any Confidential Information to a Seller Party, inform the applicable Seller Party of the confidential nature of the Confidential Information and the obligations under this Contract and will use commercially reasonable efforts to ensure each such Seller Party maintains the confidentiality of the Confidential Information. Following the Closing, the real estate broker engaged by the Seller may disclose such portion of the Confidential Information that is public information and entered into real estate data services used by brokers. The foregoing restriction shall not apply to the extent (A) such Confidential Information is or becomes generally available to the public (other than by a prohibited disclosure hereunder), or (B) such disclosure is required by law or necessary in a judicial, administrative, or governmental proceeding, in each case only after written notice has been given to the non-disclosing party and said party has had full opportunity to pursue confidential treatment thereof with the cooperation of the party so giving notice. Seller shall return all of the Confidential Information to Purchaser at such time as this Contract is terminated for any reason. Seller shall not be liable to Purchaser for damages for breach of this paragraph unless such breach is based on gross negligence or willful misconduct. Seller acknowledges and agrees that the injury that Purchaser will suffer in the event of any breach of any covenant or agreement contained in this Section 12(g) by Seller cannot be compensated by monetary damages alone, and Seller therefore agrees that Purchaser, in addition to and without limiting any other remedies or rights which it may have either under this Contract or otherwise, shall be entitled to injunctive relief enjoining any such breach or alleged breach, or other equitable relief, from any court of competent jurisdiction, without a requirement of posting bond as a condition thereof. Purchaser acknowledges and agrees that it shall seek monetary damages or injunctive relief independent of the Seller for breaches of this paragraph by Seller Parties acting outside of the Seller’s direction or authority (and Seller shall reasonably cooperate with Purchaser in connection with same). The agreements set forth in this Section 12(g) shall survive Closing and any termination of this Contract for period of two (2) years following the Closing or termination of this Contract.

13. Default; Application of Earnest Money.

(a) At the Closing, the Earnest Money shall be applied to and credited against the Purchase Price as provided in Section 2 hereof.

(b) Seller Default. In the event the purchase and sale contemplated hereby is not closed by reason of Seller’s inability, failure or refusal to perform Seller’s obligations hereunder, or in the event of Seller’s breach after the Effective Date of its covenants hereunder, or in the event any warranty or representation made by Seller under Section 7(a) proves materially untrue and is not waived by Purchaser, then, Purchaser shall elect, as its sole remedy, to either, (i) terminate this Contract by giving Seller timely written notice of such election prior to or at Closing, with Seller paying any cancellation charges of Escrow Agent, recover the Earnest Money and reimburse Purchaser for Purchaser’s actual out-of-pocket costs (including attorney’s fees) incurred in connection with the transaction contemplated hereunder (“**Due Diligence Costs**”) up to an amount not to exceed [REDACTED] which return of the Earnest Money and reimbursement of Due Diligence Costs shall operate to release Seller from any and all liability hereunder or (ii)

enforce a suit for specific performance of Seller's obligations under this Contract (including, but not limited to, the obligation to deliver the Deed to the Real Property at Closing), provided, however, in the event specific performance is not available due to Seller's intentional acts or willful misconduct, Seller shall be required to reimburse Purchaser for its Due Diligence Costs. If applicable, Seller's reimbursement of the Due Diligence Costs shall be paid within five (5) business days after Purchaser's delivery of an accounting of the applicable third party costs to Seller, which accounting shall be supported by (where applicable) copies of contracts or purchase orders, invoices and checks. Purchaser shall be deemed to have elected under clause (i) above if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Fulton County, Georgia, on or before sixty (60) days following the Closing Date.

(c) Purchaser Default. IN THE EVENT THE PURCHASE AND SALE CONTEMPLATED HEREBY IS NOT CLOSED BY REASON OF PURCHASER'S INABILITY, FAILURE OR REFUSAL TO PERFORM PURCHASER'S OBLIGATIONS HEREUNDER, THEN, THE EARNEST MONEY SHALL BE RETAINED BY SELLER OR PAID TO SELLER BY ESCROW AGENT, AS APPLICABLE, AS FULL LIQUIDATED DAMAGES, WHEREUPON NO PARTY HERETO SHALL HAVE ANY FURTHER RIGHTS, CLAIMS OR LIABILITIES HEREUNDER (EXCEPT ANY RIGHTS TO INDEMNITY, OTHER RIGHTS, CLAIMS OR LIABILITIES HEREUNDER THAT BY THEIR EXPRESS TERMS SURVIVE THE TERMINATION OF THIS CONTRACT AND THE RIGHT TO RECOVER ATTORNEYS FEES PURSUANT TO SECTION 20 BELOW); IT BEING SPECIFICALLY UNDERSTOOD AND AGREED THAT SELLER'S RETENTION OF THE EARNEST MONEY, AS LIQUIDATED DAMAGES, SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER, SELLER HEREBY SPECIFICALLY WAIVING AND RELINQUISHING ANY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY EXCEPT AS SET FORTH ABOVE IN THIS PARAGRAPH (C). PURCHASER AND SELLER HEREBY SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE DAMAGE TO SELLER FROM PURCHASER'S BREACH HEREUNDER WOULD BE DIFFICULT OR IMPOSSIBLE TO ACCURATELY DETERMINE, THAT THE EARNEST MONEY IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES, AND THAT THE RETENTION BY SELLER OF THE EARNEST MONEY DOES NOT CONSTITUTE A PENALTY.

(d) Cure Period. Notwithstanding anything to the contrary contained in this Contract, Purchaser and Seller shall be entitled to written notice of any default under this Contract and five (5) business days after receipt of such notice to cure such default from the other party, provided, however, that in no event shall such notice and cure period apply to (i) Purchaser's or Seller's obligations on the Closing Date and in no event shall the date for Closing hereunder be extended by reason of the operation of this provision, and (ii) any breach of a representation or warranty by Purchaser or Seller.

14. Seller Equity Option. Notwithstanding anything to the contrary herein, provided that the Closing occurs, Seller shall have the right to acquire an equity interest (the "**Equity Interest**") in the Project by contributing proceeds from the sale of the Property to Purchaser as contemplated under this Agreement up to an amount not to exceed the Purchase Price. Such Equity Interest shall be on such terms and conditions as determined by Purchaser, in Purchaser's sole discretion (the "**Equity Terms**"). Purchaser shall deliver the Equity Terms to Seller not less than sixty (60) days prior to Closing and Seller shall have thirty (30) days following receipt of

such terms and conditions to notify Purchaser in writing of Seller's intent to acquire the Equity Interest pursuant to the Equity Terms.

15. Escrow Agent. Escrow Agent hereby accepts its designation as escrow agent hereunder and agrees to hold and disburse the Earnest Money deposited with Escrow Agent as herein provided. A copy of any request for disbursement to Escrow Agent shall also be sent to the other party hereunder. In the event a request for disbursement is made by either party (other than a request for disbursement as a result of Purchaser's termination of the Contract in accordance with the terms hereof), both parties acknowledge and agree that Escrow Agent may withhold disbursement until the written consent of the other party is given, provided, however, that if such consent of the other party is not provided within ten (10) business days of such request for disbursement, then Escrow Agent shall either disburse such funds or tender such funds into the registry or custody of any court of competent jurisdiction in accordance with the provisions below. In the event of a dispute between Purchaser and Seller under this Contract sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under the terms of this Contract, together with such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties as Escrow Agent under this Contract. Any such legal action may be brought in any such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent shall not be liable for any acts taken in good faith, shall only be liable for its willful default or gross negligence, and may, in its sole discretion, rely upon the oral or written notices, communications, orders or instructions given by Purchaser or Seller. Seller and Purchaser hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable costs of investigation and counsel fees and disbursements which may be imposed upon Escrow Agent or incurred by it in connection with its acceptance of this appointment as Escrow Agent hereunder or the performance of its duties hereunder, including, without limitation, any litigation arising from this Contract or involving the subject matter hereof; provided, however, that if Escrow Agent shall be found guilty of willful default or gross negligence under this Contract, then, in such event, Escrow Agent shall bear all such losses, claims, damages and expenses; and provided further that neither Seller nor Purchaser shall have any liability to Escrow Agent under this indemnity provision for any cost of litigation incurred by Escrow Agent, including, without limitation, attorney's fees, arising or caused solely by the conduct of the other party which results in a dispute solely between the other party and Escrow Agent.

16. Communications. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Contract shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being (i) personally delivered, (ii) deposited in the United States mail, postage prepaid, certified with return receipt requested, (iii) deposited with Federal Express or another national overnight courier service with recognized reliability, or (iv) sent by email provided, except with respect to title objections and title objection responses, such email followed by delivery of a hard copy by means of either (i), (ii) or (iii) above, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof;

and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at such address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any notice under this Contract may be given on behalf of a party by its attorney. Any such notice, election demand, request or response, if given to Purchaser, shall be addressed as follows:

Shelton McNally Real Estate Partners, LLC
999 Peachtree Street NE
Atlanta, Georgia 30309
Attn: James D. Shelton, Sr.
Email: jshelton@sheltonmcnally.com

with a copy to:

King & Spalding LLP
1180 Peachtree Street NE
Atlanta, Georgia 30309
Attn: Joshua M. Kamin, Esq.
Email: jkamin@kslaw.com

and, if given to Seller, shall be addressed to Seller's attorney as follows:

James C. Parks, Jr.
Attorneys at Law, LLC
104 Cambridge Avenue
Suite A
Decatur, Georgia 30030
Attn: James C. Parks, Jr.
Email: Clay@Parks-Law.com

and, if given to Escrow Agent, shall be addressed as follows:

First American Title Insurance Company
6 Concourse Parkway NE, Suite 2000
Atlanta, Georgia 30328
Attn: Angie Yarbrough
Email: ayarbrough@firstam.com

17. Miscellaneous. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, successors-in-title, legal representatives, heirs and permitted assigns. In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. This Contract contains the entire agreement of the parties hereto with respect to the subject matter hereof, including, without limitation, any previously executed non-disclosure,

confidentiality or similar agreement, and no representations, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force or effect. No amendment to this Contract and no waiver of any right hereunder shall be binding upon any of the parties hereto unless said amendment or waiver is in writing and signed by the party against whom enforcement thereof is sought. Purchaser shall not have the right to assign this Contract, or any interest herein, without the consent of Seller; provided, however, Purchaser may assign this Contract to a legal entity directly or indirectly managed by James D. Shelton, Sr. and/or Conor McNally, and in the event of such permitted assignment, Seller shall not be released from any obligation under this Contract, Purchaser shall give Seller prompt written notice of the identity and contact information of the assignee and the assignee shall execute an assumption agreement in form reasonably satisfactory to Seller whereby the assignee assumes the obligations of Purchaser under this Contract. All titles or captions of the paragraphs set forth in this Contract are inserted only as a matter of convenience and for reference only and in no way define, limit, extend or describe the scope of this Contract, or the intent of any provision hereof. No failure of Purchaser or Seller to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of said power or right or of the terms hereof, or of Purchaser's or Seller's right to demand exact compliance with the terms hereof. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or any public or legal holiday, the party having such privilege or duty shall have until the next succeeding regular business day to exercise such privilege or to discharge such duty, and the date of performance or expiration of a particular time period shall be extended to such next business day for all purposes under this Contract. This Contract shall not be merged into the documents executed at the Closing, but shall survive the Closing and the provisions hereof shall remain in full force and effect. Time is of the essence with respect to this Contract. This Contract shall be governed by and construed in accordance with the laws of the state in which the Land is located.

18. Acceptance. This instrument shall be regarded as an offer by Purchaser or Seller, whichever first executes the same, to the other. Acceptance shall occur upon the return to Purchaser or Seller, whichever first executes this instrument, of a dated and fully executed counterpart hereof.

19. Brokerage. At the Closing, Seller shall pay to Darren Comer with Keller Knapp Realty Inc (“**Seller's Broker**”) a commission in accordance with a separate written agreement by and between Seller and Seller's Broker, with such commission to be paid in cash or bank wire transfer at Closing. If for any reason whatsoever the purchase and sale hereunder is not closed, including but not limited to failure to close due to default by Seller or default by Purchaser, no commission shall be owing to Seller's Broker or any other broker, agent finder or other person or entity under this Contract by any party hereto. Seller represents and warrants to Purchaser that Seller has dealt with no brokers other than Seller's Broker in connection with this transaction. Purchaser represents and warrants to Seller that Purchaser has dealt with no brokers in connection with this transaction. Seller and Purchaser each hereby indemnifies and agrees to hold harmless the other from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) arising, resulting, sustained or incurred by the other by reason of any claim for any commission or fee by any broker, agent, finder or other person or entity based upon any arrangement or agreement made or alleged to have been made by the indemnifying party in connection with the transaction contemplated under this Contract.

20. Attorney Fees. If any action is brought by any party to this Contract to enforce or interpret its terms or provisions, the prevailing party will be entitled to reasonable attorney fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom.

21. Like Kind Exchange. Purchaser and Seller hereby acknowledge that Purchaser and/or Seller (the “**Exchange Party**”) may desire to effectuate a tax-deferred exchange (also known as a “1031” exchange (the “**Exchange**”) in connection with the purchase and/or sale of all or a portion of the Property. Each party (the “**Cooperating Party**”) hereby agrees to cooperate with the Exchange Party in connection with the Exchange contemplated by the Exchange Party, provided that:

(a) All documents executed in connection with the Exchange (the “**Exchange Documents**”) shall recognize that Cooperating Party is acting solely as an accommodating party to such Exchange, shall have no liability with respect thereto, and is making no representation or warranty that the transactions qualify as a tax-free exchange under Section 1031 of the Internal Revenue Code or any applicable state or local laws and shall have no liability whatsoever if any such transactions fail to so qualify. All Exchange Documents executed by Cooperating Party in connection with the Exchange shall be in form and substance reasonably acceptable to Cooperating Party.

(b) Such Exchange shall not result in Cooperating Party incurring any additional costs or liabilities (and Exchange Party shall pay all additional costs and expenses to the extent that such are incurred, including, without limitation, any additional costs or expenses incurred by Cooperating Party as a result of its participation in the Exchange). Exchange Party shall indemnify, defend and hold Cooperating Party harmless from and against all claims, demands, liability, losses, damages, costs and expenses (including reasonable attorneys’ and accountants’ fees) suffered or incurred by Cooperating Party in connection with the Exchange.

(c) In no event shall Cooperating Party be obligated to acquire any property or otherwise be obligated to take title, or appear in the records of title, to any other property in connection with the Exchange.

(d) In no event shall Exchange Party’s consummation of such Exchange constitute a condition precedent to Exchange Party’s obligations under this Contract nor shall such Exchange modify any of the dates and times for performance set forth in this Contract and Exchange Party’s failure or inability to consummate such Exchange shall not be deemed to excuse or release Exchange Party from its obligations under this Contract.

Purchaser and Seller further agree that, in connection with the foregoing, and subject in all respects to the foregoing provisions, Cooperating Party shall consent to Exchange Party assigning all or a portion of its rights under this Contract to an exchange intermediary solely for the purpose of consummating such Exchange. In no event shall any such assignment release Exchange Party of its obligations under this Contract or any document executed pursuant to the terms hereof, including, without limitation, its indemnity obligations hereunder, or affect in any manner any of Exchange party’s representations or covenants set forth in this Contract.

22. Counterparts and Execution and Delivery by Electronic Transmission. This Contract may be executed in separate counterparts, each of which shall be deemed an original and all of which, collectively, shall comprise one and the same instrument. Furthermore, this Contract may be executed and delivered by electronic transmission. The parties intend that electronic (e.g. pdf format) signatures constitute originals signatures and that an electronic copy or counterparts of this Contract containing signatures (original or electronic) of a party is binding upon that party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

SELLER:



By: _____
Robert B. Seagraves, an individual

By: _____
Charles W. Seagraves, IV, an individual

By: _____
Michael W. Seagraves, an individual

By: _____
Virginia Parks Seward, an individual

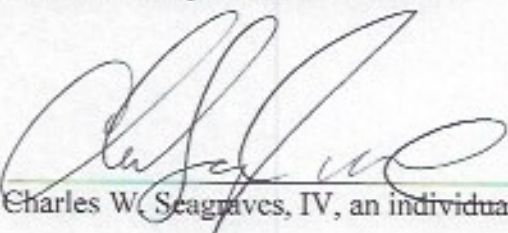
By: _____
James C. Parks, Jr., an individual

[signatures continue on next page]

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SELLER:

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Michael W. Seagraves, an individual

By: _____
Virginia Parks Seward, an individual

By: _____
James C. Parks, Jr., an individual

[signatures continue on next page]

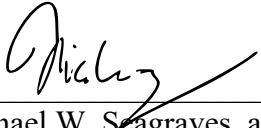


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By:  _____
Michael W. Seagraves, an individual

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Virginia Parks Seward, an individual

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[signatures continue on next page]

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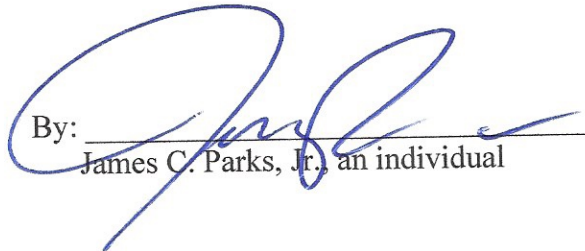
SELLER:

By: _____
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By: _____
Charles W. Seagraves, IV, an individual

By: _____
Michael W. Seagraves, an individual

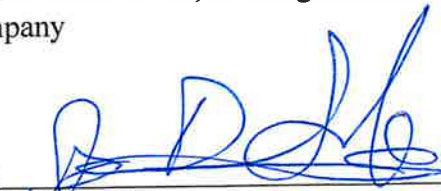
By: _____
Virginia Parks Seward, an individual

By:  _____
James C. Parks, Jr., an individual

[signatures continue on next page]

PURCHASER:

**SHELTON MCNALLY REAL ESTATE
PARTNERS LLC**, a Georgia limited liability
company

By: 

Name:

Title:

James D. Shelton
Principal

FIRST AMERICAN TITLE INSURANCE COMPANY, referred to in this Contract as the "Escrow Agent," hereby acknowledges that it received this Contract executed by Seller and Purchaser on the 4th day of November, 2020, and accepts the obligations of the Escrow Agent as set forth herein. It further acknowledges that it received the Earnest Money on the ___ day of November, 2020. The Escrow Agent hereby agrees to hold and distribute the Earnest Money in accordance with the terms and provisions of this Contract.

ESCROW AGENT:

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: Angie E. Yarbrough
Name: Angie E. Yarbrough
Title: VP

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

TRACT ONE:

All that tract or parcel of land lying and being in Land Lot 90 of the 17th District, Fulton County, Georgia, being part of Lots 25 and 26 of the subdivision of the Mrs. S.A. Carpenter Estate, near Sandy Springs, as per plat by Gordon Nalley, C.E., dated June, 1935, and being more particularly described as follows:

BEGINNING at an iron pin at the corner formed by the intersection of the westerly side of Roswell Road with the northerly side of Allen Road (as said corner is now located) and running thence west along the northerly side of Allen Road 241.2 feet to a point marked by an iron pin; thence north 188.33 feet to a point marked by an iron pin; thence east 226 feet to a point marked by an iron pin on the westerly side of Roswell Road; thence southerly along the westerly side of Roswell Road 189.6 feet to Allen Road at the POINT OF BEGINNING; being improved property formerly known as 226 Allen Road, N.E., and presently known as 5810 Roswell Road; and being the same property conveyed by C.W. Seagraves, Sr. to C.W. Seagraves, Jr. by Warranty Deed dated November 7, 1960, recorded in Deed Book 3793, Page 341, Fulton County Records.

TRACT THREE:

All that tract or parcel of land lying and being in Land Lot 90 of the 17th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point marked by an iron pin on the north side of Allen Road 246 feet west from the northwest intersection of Allen Road and Roswell Road; and running thence north 188.4 feet to an iron pin; thence westerly 110.7 feet to an iron pin; thence south 187.7 feet to an iron pin on the north side of Allen Road; thence east along the north side of Allen Road 111.7 feet to the POINT OF BEGINNING; being property formerly known as 5 Allen Road, and presently known as 216 Allen Road, according to the present system of numbering in Fulton County, Georgia; and being the same property conveyed by L.J. Seagraves to C.W. Seagraves, Jr. by Warranty Deed dated January 7, 1959, recorded in Deed Book 3416, Page 682, Records of Fulton County, Georgia.

EXHIBIT B

PROPERTY DUE DILIGENCE

For 5810 Roswell Road & (O or 216) Allen Road:

1. No Further Action Letters September 2003
2. Pages from Corrective Action Plan RUST October 1994
3. City Of Sandy Springs Detailed Tax Summary 2020
4. License Agreement with MVSIT (Trust) & CBS Outdoors
5. MVSIT Trust Documents
6. Notification of Corrective Action Plan October 21 1994
7. Title Insurance Co of Minnesota Settlement Statement August 28 1995
8. Sales Contract by Payne Realty between M Gooch, Velva Gooch and CW Seagraves
9. Underground Tank Test Results 6/11/1997, 1/25/2010, 4/1/2011, 1/24/2012
10. Letter between Charles W Seagraves and Chevron 10/24/1995 confirmation of building and other facilities ownership
11. Property Survey by McClung 9/11/2013
12. Fulton County Tax Bill 2020 and 2019
13. UST Information from EPA web site
14. Copy of Commercial Ground Lease between MVIST Trust & McCullough Auto Care LLC through March 31, 2023
15. Copy of Commercial Ground Lease between MVIST Trust & Ortho Sport Holdings LLC through March 31, 2023
16. Letter from James C Parks to McCullough 11/6/2011
17. Letter from James C parks to MARTA 4/16/2014
18. Warranty Deed 11/7/1960
19. Lease Charles W Seagraves Jr and Shell Oil 5/27/1971
20. Copies of various recorded Quitclaim Deeds

21. Temporary Slope Easement & Amendments 7/1/2015

22. Copy of Commercial Lease 3/31/1998 through 3/31/2003 between MVIST & the McCollough Company.

For 5788 Roswell Road

1. Phase I Environmental Site Assessment Report for 5788 Roswell Road Atlanta, Fulton County as of April 2015

Letter of Intent

The requested Zoning Map Amendment for parcels 17 009000020615 and 17 009000020094 located at 5810 Roswell Road is to amend the current zoning of the parcels from CS-3 to CS-6. The proposed use of the property will be a mixed-use development consisting of residential, office, and retail uses. The project will feature one 6-story building with an additional 2-stories of underground parking. The current use of the property is an auto repair shop, which is unsightly and not in any way consistent with the City Springs Character Area.

The Applicant (a well-respected and experienced local developer with experience on multiple projects in Sandy Springs) is proposing a mixed-use development which will greatly enhance the site and immediate area, which sits at the “front door” to the City Springs area on Roswell Road, immediately north of I285. The proposed development will deliver a true live/work/play environment to this important site, will be consistent with the neighboring uses (which include a 6 story multifamily building, retail center and the upcoming redevelopment of the block to the north by Jamestown) and will further the goals and objectives of the City Springs Master Plan by bringing walkability and connectivity to this area.

The retail and office uses will be located on the ground floor fronting Roswell Road. The retail area will be ~2,150 square feet and the office space will cover ~5,200 square feet. The residential component of the project will consist of 199 units spread across 153,468 square feet comprised of a mix of Studio, 1 and 2-bedroom units. The residential will be supported by a 1,594 square foot leasing center and an additional 3,034 square feet of interior amenity space that will be split between the ground floor and an elevated “skyclub” sitting on 6th floor. Outdoor amenities will include a pool deck at ground level, adjacent to the leasing center and clubroom, an elevated courtyard above the main vehicular entry off Allen Road, and a terrace at the skyclub on the 6th floor facing south. The building design has been carefully developed to minimize the impact of the 6 story height through the use of step-backs and courtyards.

In addition to the residents of the community, the project is anticipated to serve multiple, smaller office tenants (in a “co-working” environment) and retail patrons. The number of employees for the project will be upwards of 20 and will be dependent on the type of retail and office tenants. The residential component of the project will be accessible 24 hours a day and will have controlled access. The office and retail hours of operation will be dependent on the tenants.

As the property is presently entitled to multifamily use and the rezoning request of the Applicant is entirely appropriate, the Appropriateness of Application and the Constitutional Assertions of the Applicant are more particularly stated and set forth on Exhibit A which is attached hereto and by reference thereto made a part hereof.

The Applicant requests that the City of Sandy Springs Mayor and City Council approve this Rezoning Application as requested.

Exhibit "A"

APPROPRIATENESS OF APPLICATION
AND
CONSTITUTIONAL ASSERTIONS

The portions of the Zoning Resolution of the City of Sandy Springs as applied to the subject Property which classify or may classify the Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Zoning Resolution of the City of Sandy Springs to the Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary and capricious act by the Sandy Springs City Council without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Sandy Springs City Council to rezone the Property as proposed by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the subject Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting the Applicant's utilization of the subject Property would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

Zoning Impact Analysis

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

The proposed rezoning of this property allows for the removal a use that is unsightly and inconsistent with the surrounding area and adjoining uses and replaces it with a mixed-use project that meets the intent of the City Springs Character Area.

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

The current zoning designation is CS-3 and the proposed zoning is CS-6. A Comprehensive Plan Amendment is not warranted. The proposed redevelopment will help the city achieve important goals from the Comprehensive Plan, including the revitalization of the Roswell Road corridor.

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

The proposed development will meet the intent of the City Springs Character Area and conform to the Development Code.

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

Amending the zoning of this property to CS-6 will allow the development to meet the intended goal of the Roswell Road corridor to allow for walkable mixed-use neighborhoods.

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

The subject property is well located for a mixed-use residential development with frontage on Roswell Road and ease of access to I-285. The property is located among multiple parcels with the CS-6 zoning designation and the development will be substantially similar in scale to that of the adjacent 6-story residential development.

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

The small size of the property, the compromised access and the presence of environmental contamination present challenges to economically redevelop the property under the current zoning designation. An increase in the maximum height allows for the scale necessary to make redevelopment of this site financially feasible.

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

The residential market in the Sandy Springs area remains very vibrant with demand for both rental and for-sale housing far outstripping current supply. This new project will provide additional high quality housing options for current and future residents of the city.

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

The proposed project is not large enough to have a significant impact on the public facilities and services. We will work with the city throughout the design and development process to ensure the project meets all requirements.

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

The subject property is currently used as an automotive repair shop. The proposed development will actually lessen the environmental impact by cleaning up the existing contamination on the site from the current use.

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

The proposed zoning and development will be consistent with the surrounding area and adjacent properties, and will enhance property values by replacing the current use with vibrant new mixed-use community.



2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

June 6, 2022

Mr. Charles Bonds
Shelton McNally Real Estate Partners
999 Peachtree Street NE
Suite 900
Atlanta, GA 30309

**Subject: Trip Generation Report for Property at 5810 Roswell Road NE,
Atlanta, GA**

Dear Charles:

Thank you for allowing Atlas Technical Consultants LLC (Atlas) to perform the trip generation for the subject location. The attached memorandum summarizes the findings. Please feel free to give me a call at 678.713.8349 or email me at robinson.nicol@oneatlas.com if you have any questions or concerns.

Atlas is thankful for the opportunity to provide review and looks forward to working together in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robinson Nicol".

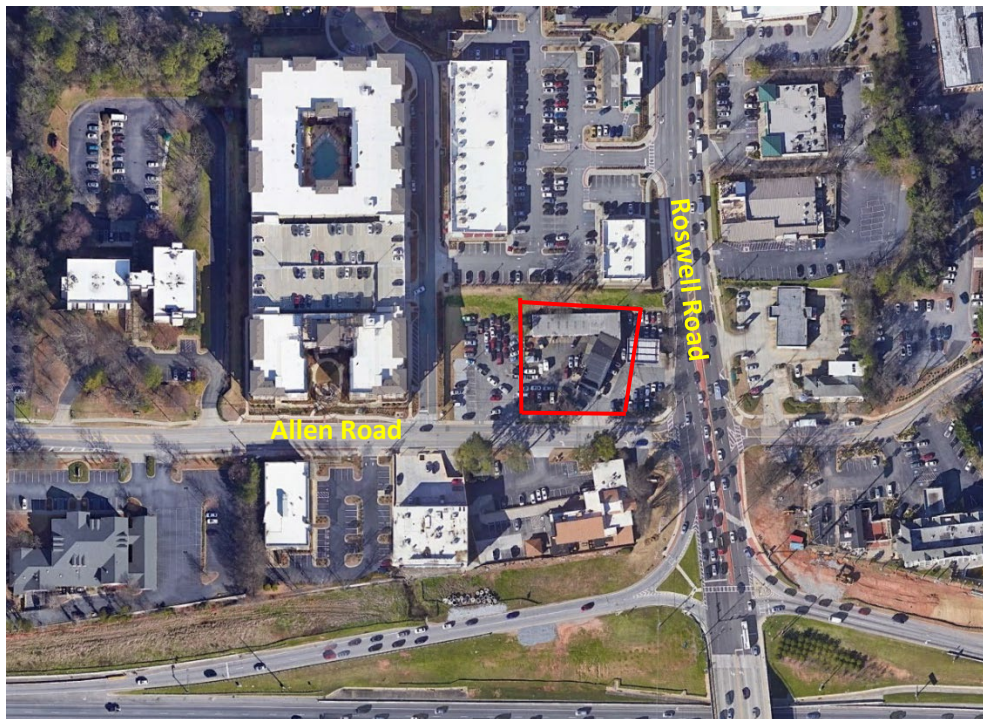
Robinson Nicol, PE, PTOE
Lead Traffic Engineer



Memorandum

To: Charles Bonds, Shelton McNally Real Estate Partners
From: Robinson Nicol, PE, PTOE
Date: June 6, 2022
Subject: Trip Generation Memorandum for Proposed Mixed Use Development at 5810 Roswell Road NE, Atlanta, GA

The purpose of this memorandum is to estimate the trip generation that is expected to result from the proposed mixed-use development at 5810 Roswell Road NE in the City of Atlanta, Georgia. An aerial is shown below of the proposed property location.



Methodology

Trip Generation estimates for the project were based on the rates and equations published in the 10th edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation referenced is based on the following ITE Land Use: 221- Multifamily Housing (Mid-Rise).



2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

Trip Generation

The results of the analysis for the proposed development are showing in Table 1, below.

Table 1 – Trip Generation								
Land Use	Size	AM Peak Hour			PM Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-way
ITE 221 – Multifamily Housing (Mid-Rise)	200 units	19	53	72	54	34	88	1,088
ITE 820 – Shopping Center	2,125 s.f.	1	1	2	4	4	8	80
Total	--	20	54	74	58	38	96	1,168

As shown in the above table, the mixed-use development under *Land Use 221: Multifamily Housing (Mid-Rise)* and *Land Use 820: Shopping Center* is expected to generate 1,168 total trips (entering and exiting) in a 24-hour period. During the AM Peak Hour, which occurs between 7:00 AM and 9:00 AM, 20 cars are expected to enter, and 54 cars are expected to exit. During the PM Peak Hour, which occurs between 4:00 PM and 6:00 PM, 58 cars are expected to enter, and 38 cars are expected to exit.



SHELTON MCNALLY
ATLANTA, GA
Contact: Contact Name
Tel. 000.000.0000

CURRENT ZONING:
CS-3

PROPOSED ZONING:
CS-6

SITE TOTAL AREA
58,932 SF
1.353 ACRES

BUILDING FOOTPRINT:
LEVEL 1 - 44,083 SF (74.8%)
LEVELS 2-3 - 38,618 SF (65.52%)
LEVELS 4-6 - 34,647 SF (58.79%)

PARKING:
REQUIRED - N/A
PROPOSED - 279 SPACES
0% (ALL SPACES PROVIDED ON PARKING GARAGE
UNDER THE RESIDENTIAL BUILDING AND/OR
UNDERGROUND)

LOT COVERAGE:
REQUIRED (Sec 4.7.1):
 85% MAX / 50,092 SF
PROPOSED:
 75% / 44,083 SF

PARKING

PROVIDED:	
LEVEL 1	19 SPACES
RAMP LEVEL1 TO BASEMENT1	30 SPACES
BASEMENT 1	91 SPACES
RAMP BASEMENT 1 TO BASEMENT 2	33 SPACES
BASEMENT 2	106 SPACES

TOTAL 279 SPACES

REQUIRED:
PARKING REQUIREMENTS (per Sandy Springs GA)

VEHICLE (Per Sec.8.1.3 - City Spring Districts)

<u>Minimum Requirements</u>		
Residential	-	No Minimum required
Retail	-	No Minimum required

Maximum Requirements

Multi-Unit Residential - 1.1 per bedroom	259 bed x 1.1 = 285 spaces
Retail - 4 spaces per 1,000 SF	2,125 SF x .004 = 9 spaces

Total Maximum Vehicle Parking = 294 Spaces

BICYCLE (Per Sec8.1.3 - City Spring Districts & Sec.8.1.2)
Minimum Requirements

Short-Term Bike Parking	
Multi-Unit Residential -	1 per 20 units, 2 min 199 units / 20 = 10 spaces
Retail -	1 per 5,000 SF, 2 min 2,125 SF = 2 spaces

Long-Term Bike Parking
Multi-Unit Residential - 1 per 10 units
199 units / 10 = 20 spaces
Retail - 1 per 5,000 SF
2,125 SF x .0002 = 1
spaces

Total Minimum Bike Parking
Short-Term Bike Parking = 12 Spaces
Long-Term Bike Parking = 21 Spaces

PROJECT

ROSWELL ROAD

5810 ROSWELL ROAD
SANDY SPRINGS, GA
FOR SHELTON MCNALLY

SHEET HISTORY

[illegible]

DENSITY STUDY

DATE	2022-06-07
------	------------

JOB NUMBER	2115401
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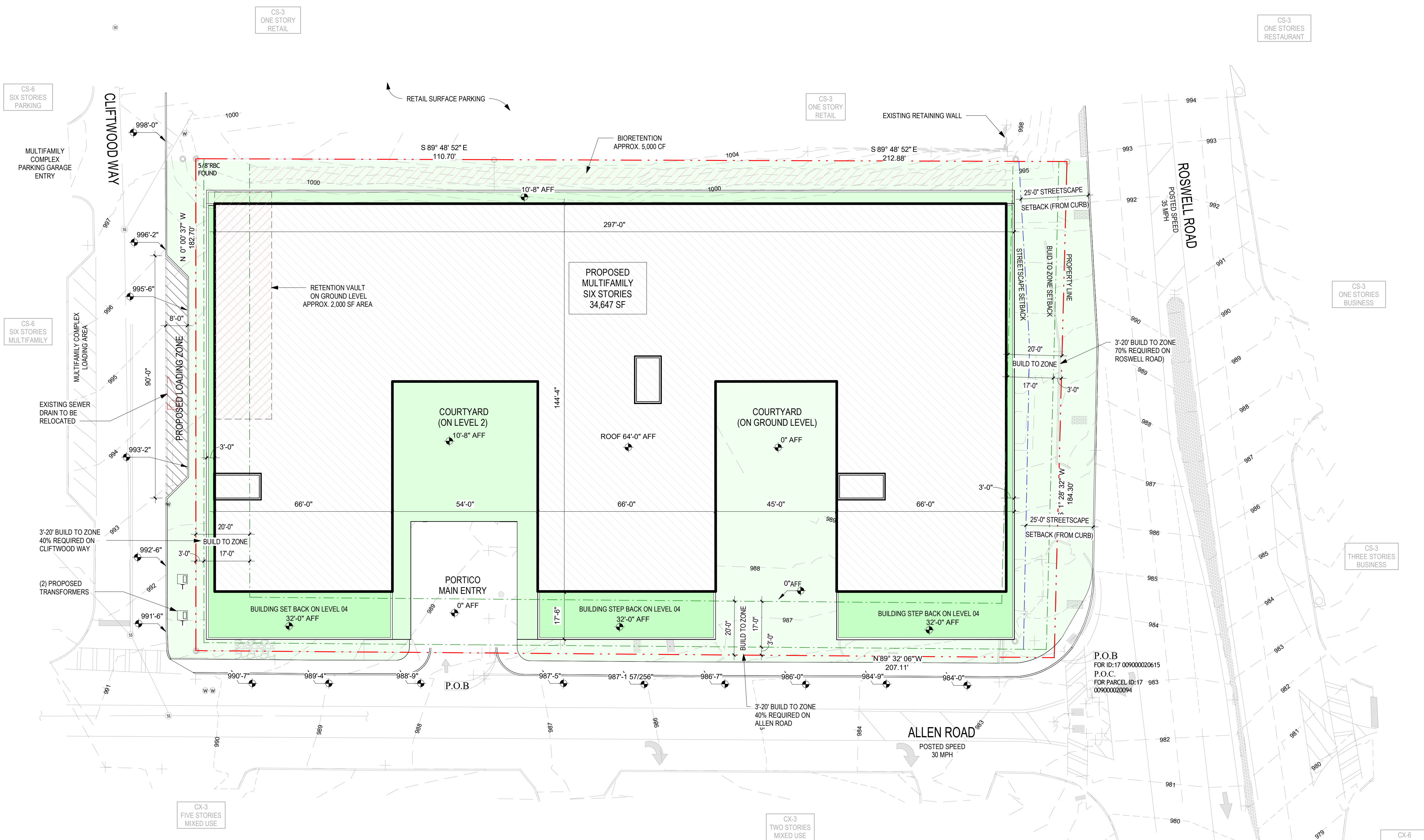
SHEET TITLE

SHEET NUMBER

Z-01

COMMENTS

© The Preston Partnership, LLC



4 ARCHITECTURAL SITE PLAN - ZONING

SCALE: 1" = 20'-0"

DESCRIPTION OF PROPERTY

PARCEL: 17 009000020615

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 90, 17TH DISTRICT, FULTON COUNTY, GEORGIA, CAN BE MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) AND NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 89 DEGREES 32 MINUTES 6 SECONDS WEST, A DISTANCE OF 207.11 FEET TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 0 DEGREES 19 MINUTES 19 SECONDS WEST, A DISTANCE OF 183.25 FEET TO A POINT; THENCE SOUTH 89 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 212.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) SOUTH 01 DEGREE 28 MINUTES 32 SECONDS WEST, A DISTANCE OF 184.30 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINS 38,586 SQUARE FEET OR 0.886 ACRES.

DESCRIPTION OF PROPERTY

PARCEL: 17 009000020094

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 90, 17TH DISTRICT, FULTON COUNTY, GEORGIA, CAN BE MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) AND NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 89 DEGREES 32 MINUTES 6 SECONDS WEST, A DISTANCE OF 207.11 FEET TO A POINT AND THE **POINT OF BEGINNING**;

THE POINT OF BEGINNING THUS BEING ESTABLISHED, CONTINUE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) SOUTH 89 DEGREES 32 MINUTES 6 SECONDS EAST, A DISTANCE OF 111.70 FEET TO A 5/8 INCH REBAR AND CAP FOUND AT THE NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) AND THE EASTERLY SIDE OF CLIFTWOOD WAY; THENCE DEPARTING SAID RIGHT-OF-WAY OF ALLEN ROAD AND ALONG SAID EASTERLY SIDE OF CLIFTWOOD WAY SOUTH 0 DEGREES 0 MINUTES 37 SECONDS EAST, A DISTANCE OF 182.70 FEET TO A 5/8 INCH REBAR AND CAP; THENCE DEPARTING SAID EASTERLY SIDE OF CLIFTWOOD WAY THENCE NORTH 89 DEGREES 48 MINUTES 52 SECONDS WEST, A DISTANCE OF 110.70 FEET TO A POINT; SOUTH 0 DEGREES 19 MINUTES 19 SECONDS WEST, A DISTANCE OF 183.25 FEET TO THE **POINT OF BEGINNING**;

SAID TRACT OR PARCEL CONTAINS 20,346 SQUARE FEET OR 0.467 ACRES.

Community Meeting 1
Mutation Brewing
Tuesday, May 31, 2022 at 6:00 P.M.
5825 Roswell Road
Sandy Springs, Georgia 30328

SIGN-IN SHEET

NAME

ADDRESS

E-MAIL ADDRESS

TELEPHONE NUMBER

~~PETE HENDRICKS~~ 6085 LAKE FOREST DR.
SUITE 200, S.S. GA 30328

RONDA SMITH

~~CHARLES BOND~~

CONOR McNALLY

999 Peachtree St
Atlanta GA 30309

S/GR-IN 3166T
COMMUNITY MEETING 2

1. PEZO HEADLINES (8) 255-5161 - WNT@EGBAND.ORG
2. CONDO MEMBERS (7) 858-3320 CONDO@SANDYSPRINGSCOUNCIL.ORG
3. RONDA SMITH [REDACTED] president@sandy springs council.org
4. CONDO QUALITY STANDARDS FOR POTENTIAL CONVERSION
5. MATTHEW ANIBARCA (7) 206-1501
6. CHARLES PARRIS 404-421-5063
7. VIA Zoom: DAVID MANNE [REDACTED]
8. Andy Rachlin: 832-443-9794
9. Michele McIntosh-Ross [REDACTED]

P CON. REQUEST

CITY COUNCIL - SEPT



5810 Roswell Road Mixed Use

Community Meeting 2 – July 11th 2022



SHELTON MCNALLY

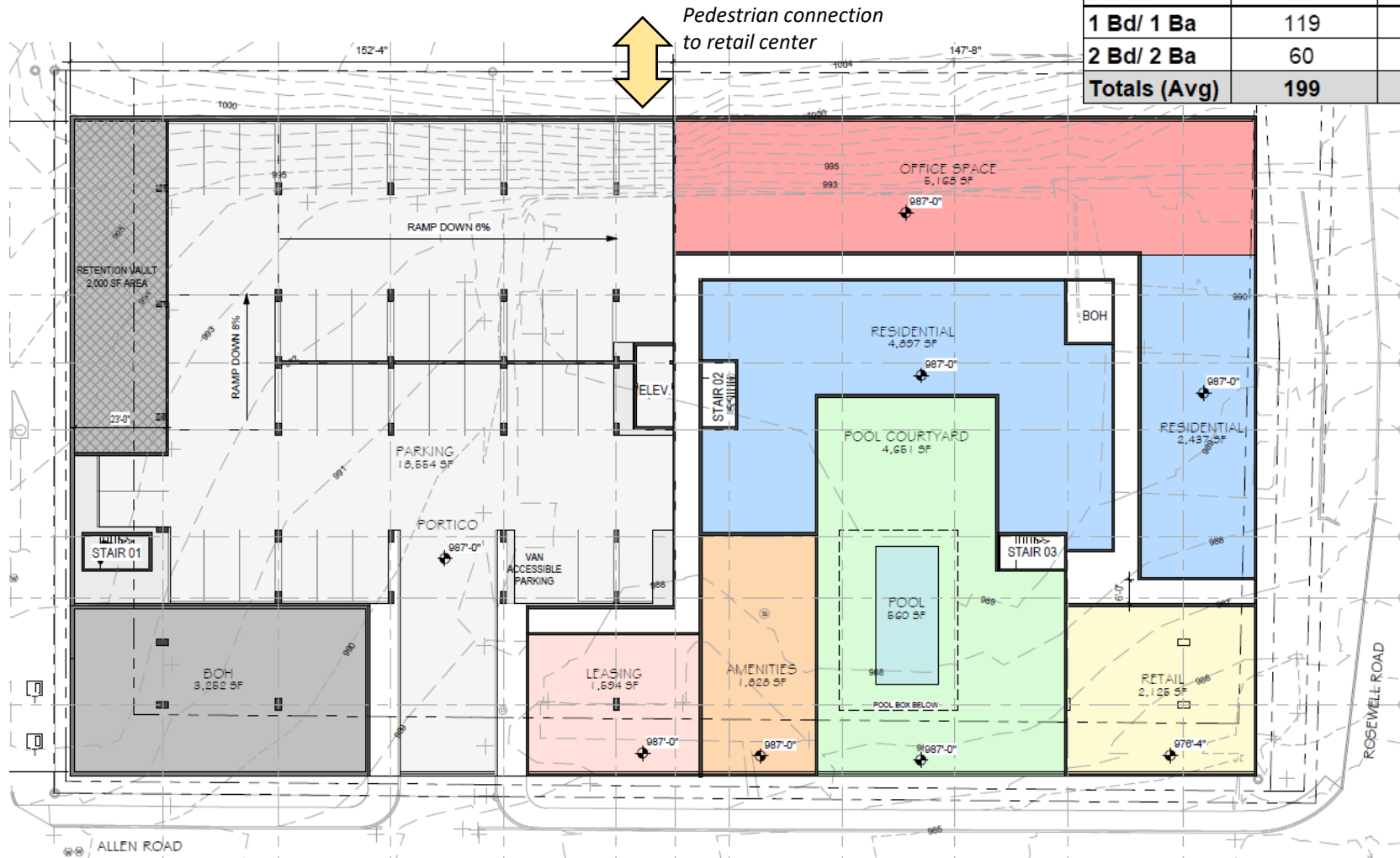
REAL ESTATE PARTNERS



Project Location

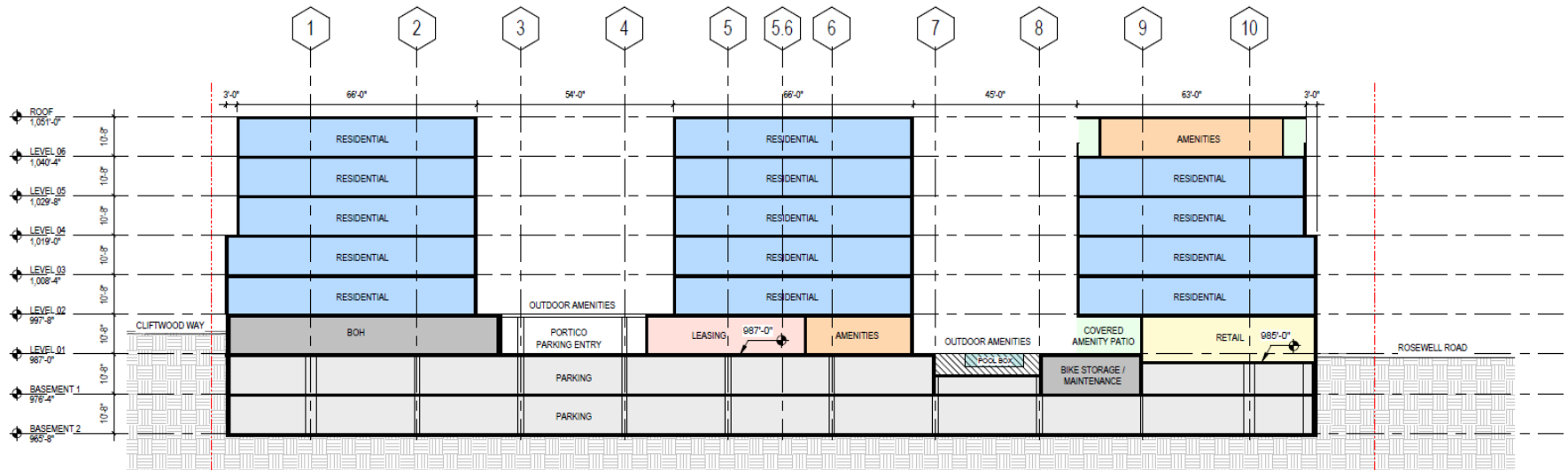


Ground Floor Plan and Unit Table



Unit Summary		
Unit Type	Count	Size (SF)
Studio	20	575
1 Bd/ 1 Ba	119	675
2 Bd/ 2 Ba	60	1,025
Totals (Avg)	199	770

Building Section



3 OVERALL BUILDING SECTION - WEST / EAST
SCALE: 1" = 20'-0"

Rendering



2 VIEW FROM ROSWELL ROAD & ALLEN ROAD CORNER - LOOKING NORTHWEST
SCALE: 1/2" = 1'-0"

Rendering



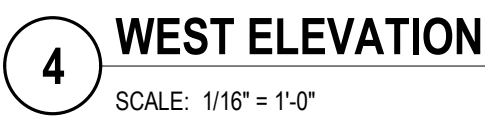
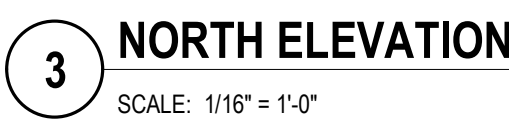
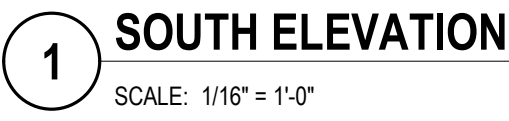
5 VIEW FROM ALLEN RD TOWARDS ROSWELL RD - LOOKING NORTHEAST

SCALE: 1/2" = 1'-0"

[illegible]

ISSUE	DENSITY STUDY
DATE	2022-05-12
JOB NUMBER	2115401
SHEET TITLE	BUILDING SECTIONS
SHEET NUMBER	DS-07
COMMENTS	





PROJECT

ROSWELL ROAD

5810 ROSWELL ROAD
SANDY SPRINGS, GA
FOR SHELTON MCNALLY

ISSUE

DENSITY STUDY

DATE 2022-05-12

JOB NUMBER 2115401

SHEET TITLE

BUILDING ELEVATIONS

SHEET NUMBER **A4-01**



FLAT, TPO
MEMBRANE ROOF

2FT SLAB STEP FOR
RAISED AMENITY CEILING

SEAL

PROJECT	
---------	--

ROSWELL ROAD

5810 ROSWELL ROAD
SANDY SPRINGS, GA
FOR SHELTON MCNALLY

SHEET HISTORY

[illegible]

ISSUE	
-------	--

DATE _____

JOB NUMBER _____

SHEET TITLE

SHEET NUMBER 4100

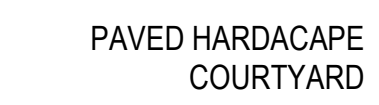
COMMENTS

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1 NORTHWEST CORNER
SCALE: 1/16" = 1'-0"

[illegible]



FLAT, TPO
MEMBRANE ROOF

6FT PROJECTED CANOPY
WITH WOOD UNDERSIDE

2FT SLAB STEP FOR -
RAISED AMENITY CEILING

6FT PROJECTED CANOPY

1 SOUTHEAST CORNER

SCALE: 1/16" = 1'-0"

SEAL

PROJECT	
---------	--

ROSWELL ROAD

5810 ROSWELL ROAD
SANDY SPRINGS, GA
FOR SHELTON MCNALLY

SHEET HISTORY

[illegible]

ISSUE	DENSITY STUDY
DATE	2022-05-12
JOB NUMBER	2115401
SHEET TITLE	AXON VIEWS
SHEET NUMBER	A4-04
COMMENTS	



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1 AR - VIEW 01
SCALE: 12" = 1'-0"



2 AR - VIEW 02
SCALE: 12" = 1'-0"

SEAL

PROJECT

ROSWELL ROAD

5810 ROSWELL ROAD
SANDY SPRINGS, GA
FOR SHELTON MCNALLY

[illegible]

ISSUE

DENSITY STUDY

DATE	2022-05-12
------	------------

JOB NUMBER 2115401

SHEET TITLE

ARCHITECTURAL RENDERING

SHEET NUMBER **AR-01**

COMMENTS



1 AR - VIEW 03
SCALE: 12" = 1'-0"



2 AR - VIEW 04
SCALE: 12" = 1'-0"

SEAL

PROJECT

ROSWELL ROAD

5810 ROSWELL ROAD
SANDY SPRINGS, GA
FOR SHELTON MCNALLY

[illegible]

ISSUE

DENSITY STUDY

DATE 2022-05-12

JOB NUMBER 2115401

SHEET TITLE

ARCHITECTURAL RENDERING

SHEET NUMBER **AR-02**

COMMENTS

Anspach, Matthew

From: Sandy Springs GIS
Sent: Tuesday, August 9, 2022 7:30 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0004

Case ID: RZ22-0004

Time Submitted: 20220808234202.026000

Citizen Name: Jonathan Cuevas

Citizen Email: [REDACTED]@com

Citizen Phone:

Citizen Address: 185 cliftwood dr ne Sandy springs GA 30328 Apt 152

Comment: Hello I'm a resident of Sandy springs live here for the past 5 years I live at the cliftwood apartment complex, all I have to say is that to please be considered with the construction noise we have been dealing with the road construction of 285 for the past 2 years dump trucks driving down Allen rd NE past midnight extremely noisy, and now with future plans of construction and rent prices going up me and few other neighbors have grown frustrated with the situation. I am all for development but just be mindful of the residents please.

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Sandy Springs Public Comment Card

Meeting Type *

Planning Commission

The City's public meetings are held at City Hall and live-streamed via Zoom.

Those wishing to provide public comment can do so through one of two options:

- **In-person comment:** An individual can choose to address the commission body in-person during the meeting. In-person speaker requests must be submitted to the City Clerk in advance of the start of the meeting.
- **Audio conference via Zoom:** Audio conference speakers must register to speak by noon on the day of the meeting. Speakers must sign into the Zoom meeting using the name, phone number and email address used to register for the Zoom meeting. When their name is called, the speaker will be allowed to unmute their microphone to provide the public comment. If there is no response, the City Clerk will move on to the next speaker.

Please complete the form below to submit your comment and indicate your presentation preference.

Name *

Troy

First

Schulman

Last

Address *

114 Silverwood Rd

Street Address

Address Line 2

Atlanta

City

GA

State/Region/Province

30342

Postal / Zip Code

Phone *

Email *

Name of Group

silverwood neighborhood

If speaking as an elected or appointed representative of a group (such as a HOA).

Sandy Springs Public Comment Card

Meeting Date *

05/18/2022

MM/dd/yyyy

Visit spr.gs/pm for a list of upcoming meetings

Type of Comment *

General Public Comment

How would you like to present your Public Comment? *

I will attend the meeting via Zoom Video Conferencing

Subject *

School zoning

Sandy Springs Public Comment Card

Meeting Type *

Planning Commission

The City's public meetings are held at City Hall and live-streamed via Zoom.

Those wishing to provide public comment can do so through one of two options:

- **In-person comment:** An individual can choose to address the commission body in-person during the meeting. In-person speaker requests must be submitted to the City Clerk in advance of the start of the meeting.
- **Audio conference via Zoom:** Audio conference speakers must register to speak by noon on the day of the meeting. Speakers must sign into the Zoom meeting using the name, phone number and email address used to register for the Zoom meeting. When their name is called, the speaker will be allowed to unmute their microphone to provide the public comment. If there is no response, the City Clerk will move on to the next speaker.

Please complete the form below to submit your comment and indicate your presentation preference.

Name *

William

First

Preston

Last

Address *

124 Silverwood Rd

Street Address

Address Line 2

Atlanta

City

GA

State/Region/Province

30342

Postal / Zip Code

Phone *

Email *

Name of Group

If speaking as an elected or appointed representative of a group (such as a HOA).

Sandy Springs Public Comment Card

Meeting Date *

05/18/2022

MM/dd/yyyy

Visit spr.gs/pm for a list of upcoming meetings

Type of Comment *

General Public Comment

How would you like to present your Public Comment? *

I will attend the meeting via Zoom Video Conferencing

Subject *

5180 Roswell Rd

RZ22-0004

September 20, 2022



SANDY SPRINGS™

GEORGIA

5810 Roswell Road

Request to rezone from CS-3 (City Springs, 3 stories maximum height) to CS-6 (City Springs, 6 stories maximum height)

Recommendations:

Planning Staff: Approval

Planning Commission: Approval

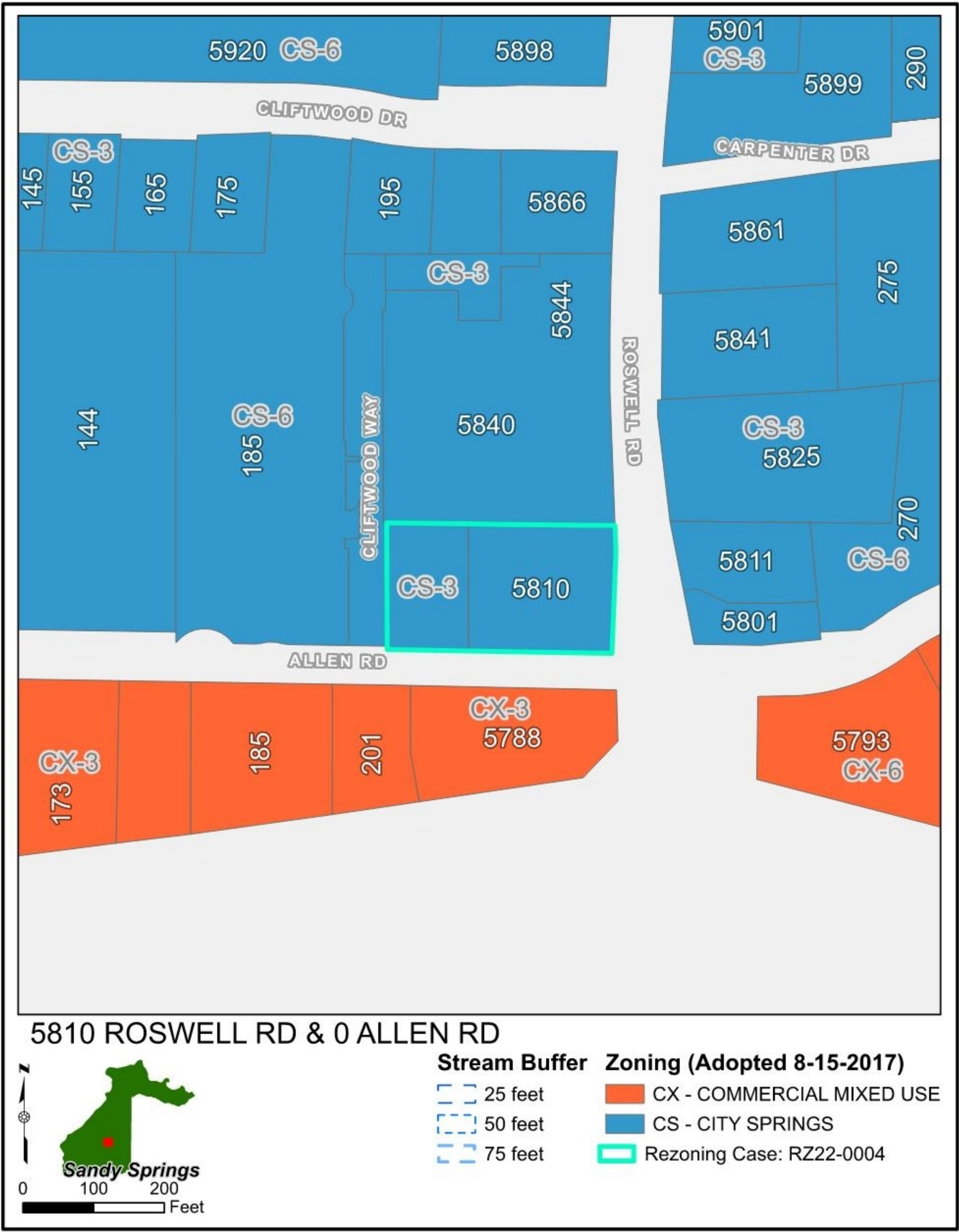
Request

The Applicant requests a Zoning Map Amendment of 5810 Roswell Road & 0 Allen Road from the CS-3 (City Springs, 3 stories maximum height) zoning district to CS-6 (City Springs, 6 stories maximum height) zoning district

Character Area Map



Zoning Map



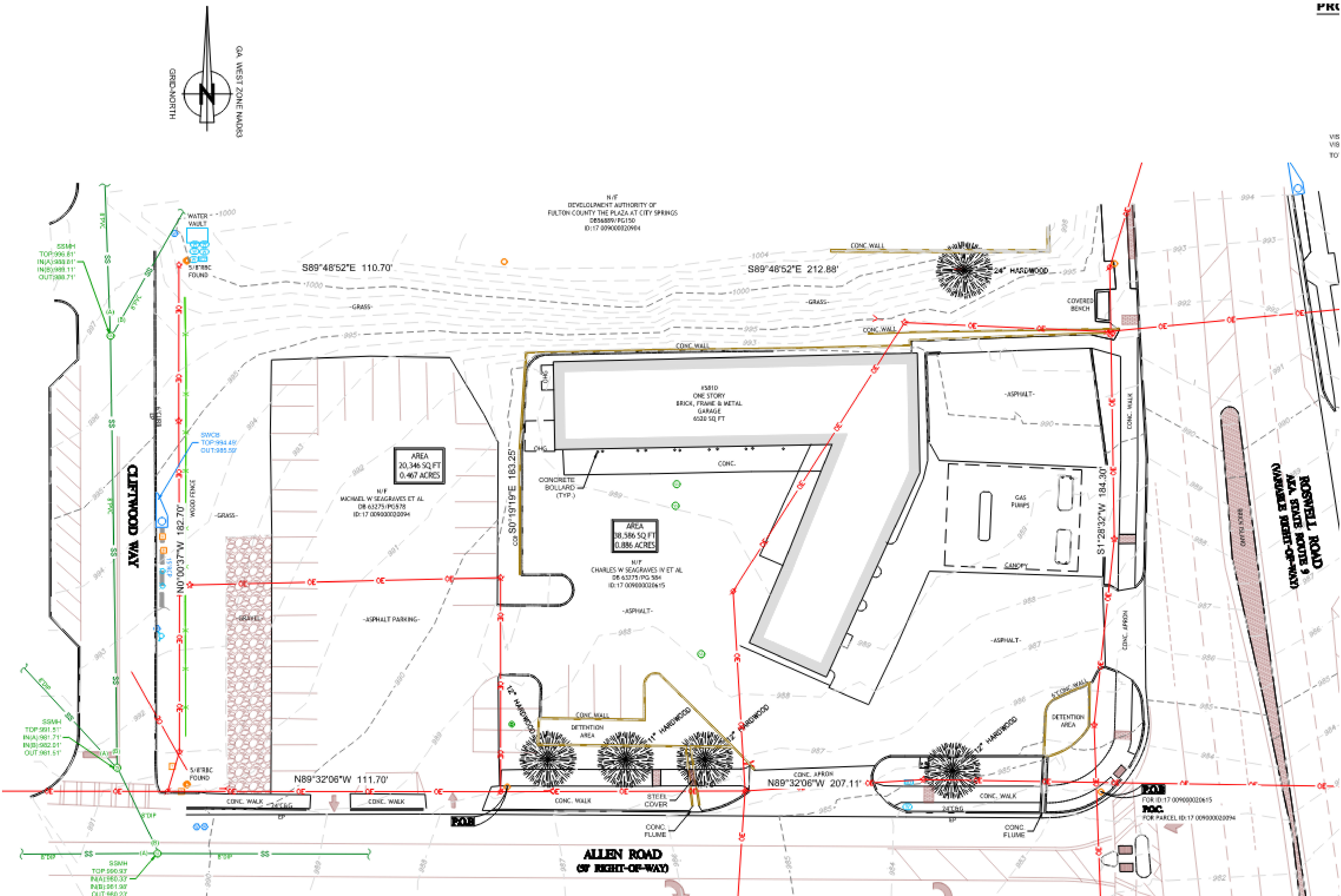
Aerial View of Existing Conditions



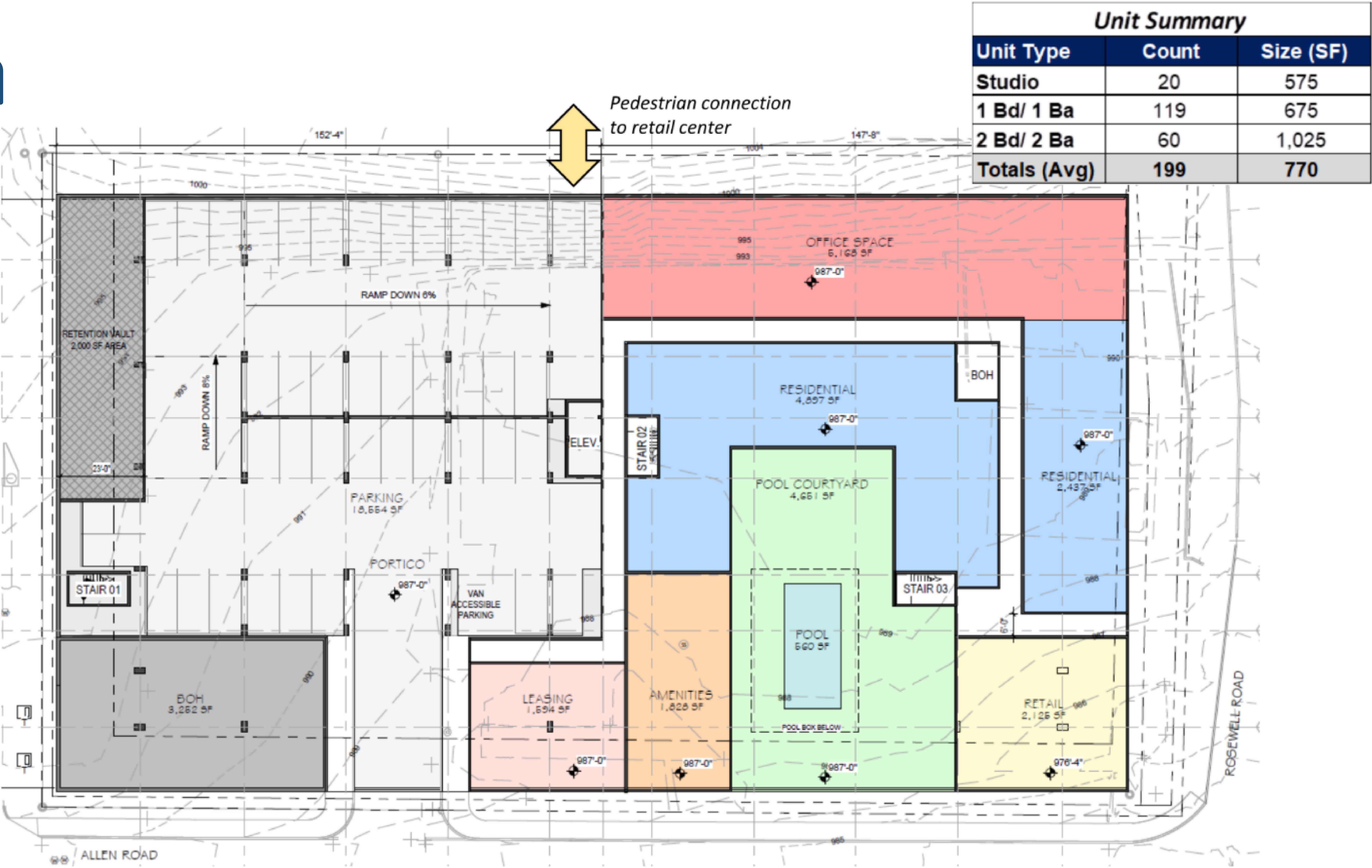
Site Conditions



Survey



Site Plan



Proposed Development

- Site plan is not required – goal is to consider appropriateness of proposed change
- Site is surrounded by City Springs character developments: retail, office, multi-unit abut the car repair site
- The development would include a small amount of office and restaurant

Proposed Development



Considerations

- 5810 Roswell Road is currently in the CS-3 District, so a rezoning to CS-6 is only considering height change and not use
- Meets the goals of The Next Ten to help realize redevelopments which promote more compact and walkable places
- Appropriate for the current and planned character of the area

Recommendations

- Following review, and based on the findings, Staff recommends Approval of Zoning Map Amendment RZ22-0004, to rezone from CS-3 to CS-6.
- At the August 17 meeting, the Planning Commission recommended Approval of Zoning Map Amendment RZ22-0004, to rezone from CS-3 to CS-6

STATE OF GEORGIA

COUNTY OF FULTON

AN ORDINANCE TO REZONE THE PROPERTIES AT 5810 ROSWELL ROAD AND 0 ALLEN ROAD FROM CS-3 (CITY SPRINGS, 3 STORIES MAXIMUM HEIGHT) TO CS-6 (CITY SPRINGS, 6 STORIES MAXIMUM HEIGHT)

BE IT ORDAINED by the City Council for the City of Sandy Springs, Georgia while in regular session on September 20, 2022 at 6:00 p.m. as follows:

SECTION 1. That the Official Zoning Map, incorporated into and part of the City of Sandy Springs Development Code be amended so the properties located at **5810 Roswell Road and 0 Allen Road** (17 009000020094 & 17 009000020615) consisting of a total of approximately 1.35 acres, as more particularly described in the attachment, be rezoned from CS-3 (City Springs, 3 stories maximum height) to CS-6 (City Springs, 6 stories maximum height).

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

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

APPROVED AND ADOPTED this the 20th day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)

DESCRIPTION OF PROPERTY
PARCEL: 17 009000020615

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 90, 17TH DISTRICT, FULTON COUNTY, GEORGIA, CAN BE MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) AND NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 89 DEGREES 32 MINUTES 6 SECONDS WEST, A DISTANCE OF 207.11 FEET TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 0 DEGREES 19 MINUTES 19 SECONDS WEST, A DISTANCE OF 183.25 FEET TO A POINT; THENCE SOUTH 89 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 212.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) SOUTH 01 DEGREE 28 MINUTES 32 SECONDS WEST, A DISTANCE OF 184.30 FEET TO THE POINT OF BEGINNING. SAID TRACT OR PARCEL CONTAINS 38,586 SQUARE FEET OR 0.886 ACRES.

DESCRIPTION OF PROPERTY
PARCEL: 17 009000020094

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 90, 17TH DISTRICT, FULTON COUNTY, GEORGIA, CAN BE MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 9 - VARIABLE RIGHT-OF-WAY) AND NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) NORTH 89 DEGREES 32 MINUTES 6 SECONDS WEST, A DISTANCE OF 207.11 FEET TO A POINT AND THE POINT OF BEGINNING; THE POINT OF BEGINNING THUS BEING ESTABLISHED, CONTINUE ALONG SAID RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) SOUTH 89 DEGREES 32 MINUTES 6 SECONDS EAST, A DISTANCE OF 111.70 FEET TO A 5/8 INCH REBAR AND CAP FOUND AT THE NORTHERLY RIGHT-OF-WAY OF ALLEN ROAD (50 FOOT RIGHT-OF-WAY) AND THE EASTERLY SIDE OF CLIFTWOOD WAY; THENCE DEPARTING SAID RIGHT-OF-WAY OF ALLEN ROAD AND ALONG SAID EASTERLY SIDE OF CLIFTWOOD WAY SOUTH 0 DEGREES 0 MINUTES 37 SECONDS EAST, A DISTANCE OF 182.70 FEET TO A 5/8 INCH REBAR AND CAP; THENCE DEPARTING SAID EASTERLY SIDE OF CLIFTWOOD WAY THENCE NORTH 89 DEGREES 48 MINUTES 52 SECONDS WEST, A DISTANCE OF 110.70 FEET TO A POINT; SOUTH 0 DEGREES 19 MINUTES 19 SECONDS WEST, A DISTANCE OF 183.25 FEET TO THE POINT OF BEGINNING; SAID TRACT OR PARCEL CONTAINS 20,346 SQUARE FEET OR 0.467 ACRES.



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Helen Owens, Planner III/Zoning Administrator

DATE: August 23, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: Request for the Mayor and City Council Consideration of a Resolution to Transmit the Draft FY 22 Capital Improvement Element (CIE) Annual Update to the Atlanta Regional Commission and the Georgia Department of Community Affairs for Review.

Recommendation:

Staff recommends approval of the Resolution to Transmit the draft FY22 Capital Improvement Element ("CIE") Annual Update to the Atlanta Regional Commission ("ARC") and the Georgia Department of Community Affairs ("DCA") for review.

Background:

The Annual Financial Report has been adjusted to reflect the 2022-2023 beginning balances, impact fees collected and accrued interest for each public facility type. The Work Program was updated to show changes in estimated costs of specific Public Safety and Road Improvements projects and to include subprojects of intersection improvements, as listed in the Community Work Program chapter of the CIE adopted October 18, 2016. All local governments that utilize an impact fee system under the Georgia Development Impact Fee Act must include a Capital Improvements Element ("CIE") in their comprehensive plans and update the CIE portion of their plan annually. The City of Sandy Springs is required to approve an annual update to the CIE and Short Term Work Program by October 31, 2022.

Discussion:

The State requires that only a draft be submitted and that the local government not take any official action to adopt or put into effect a CIE prepared in accordance with the Development Impact Fee Compliance Requirements until the CIE is first submitted to the regional development center, the Atlanta Regional Commission, for review. The draft of the annual update of the CIE and Work Program has been prepared by staff in accordance with the Development Impact Fees Compliance Requirements and the Minimum Planning Standard and Procedures for Local Comprehensive Planning established by the state of Georgia.

Financial Impact:

An annual update to the CIE is required to exact Impact Fees.

Alternatives:

The Georgia Department of Community Affairs requires that the Mayor and City Council authorize transmittal of the adopted CIE Update by October 31, 2022.

Review:

Michele McIntosh-Ross, Planning & Zoning Manager
Ginger Sottile, Director of Community Development
Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 9/8/2022
Approved - 9/10/2022
Approved - 9/12/2022
Approved - 9/14/2022
Approved - 9/14/2022
Final Approval - 9/15/2022

Attachments:

1. CIE 2022 Financial Report and Work Program
2. Resolution CIE Transmittal

CITY OF SANDY SPRINGS

ANNUAL FINANCIAL REPORT FOR FY: 2022 (thru 08/11/22)

Public Facility Type *	Total Impact Fee Fund	Transportation	Parks & Recreation	Public Safety
Service Area	City Wide	City Wide	City Wide	City Wide
Beginning Impact Fee Fund Balance (see NOTE)	\$5,169,648.94	\$1,346,774.05	\$3,753,455.70	\$69,419.19
Impact Fees Collected	\$1,124,650.21	\$336,162.70	\$715,257.72	\$73,229.79
Interest Income Current and Prior Years (see NOTE)	\$74,707.43	\$12,889.00	\$57,754.15	\$4,064.28
Project Expenditures **	(\$1,306,988.16)	(\$123,842.29)	(\$1,183,145.87)	\$0.00
Administrative Costs ***	(\$6,809.00)	(\$1,773.85)	(\$4,943.72)	(\$91.43)
Impact Fee Refund	\$0.00	\$0.00	\$0.00	\$0.00
Ending Impact Fee Fund Balance	\$5,055,209.42	\$1,570,209.61	\$3,338,377.98	\$146,621.83
Impact Fees Encumbered****	\$565,692.35	\$514,397.65	\$51,294.70	\$0.00

Total available fees	\$4,489,517.07	\$1,055,811.96	\$3,287,083.28	\$146,621.83
Oldest unspent fee		09/14/18	08/31/17	10/24/19
Amount to spend by 06/30/23 (5-FYs after collection)		n/a	\$1,058,199.48	n/a

NOTE: Beginning Balance adjusted to remove previously recognized interest so that Interest Income amount can reflect current and prior years (per caption).

* Impact Fees not collected for these Public Facility types: Water Supply (Provided by City of Atlanta)
Waste Water (Provided by Fulton County)
Libraries
Stormwater

** Project Expenditures relate to:	Transportation - T0035 Chattahoochee Pedestrian Bridge	\$0.00	no attributable expenses yet
	Transportation - T0058 City Center Trans Network	\$123,842.29	to be transferred at FYE
	Parks & Recreation - P0020 Crooked Creek Park	\$21,044.59	to be transferred at FYE
	Parks & Recreation - P0031 Parkland Acquisition	\$1,162,101.28	previously over-transferred

*** Administrative costs represent expenses for Impact Fee Program Evaluation & Update.

**** Impact Fees encumbered relate to:	Transportation - T0035 Chattahoochee Pedestrian Bridge	\$200,000.00	remaining
	Transportation - T0058 City Center Trans Network	\$314,397.65	remaining
	Parks & Recreation - P0020 Crooked Creek Park	\$6,349.49	remaining
	Parks & Recreation - P0031 Parkland Acquisition	\$44,945.21	remaining

5-YEAR WORK PROGRAM ADDENDUM: IMPACT FEE ELIGIBLE PROJECTS

Project Description	2022	2023	2024	2025	2026	2027	Responsible Party (City Dept.)	Estimated Cost	Funding Source	Notes/ Explanation
Parks and Recreation										
1 new park walking trail at Abernathy-Greenway Linear Park							Recreation and Parks	\$800,000	96.24% impact fees; General Fund	COMPLETE
4 new tennis courts at Sandy Springs Tennis Center	x	x	x	x	x	x	Recreation and Parks		58.32% impact fees; General Fund	Capital Project #P0006- to be completed in phases
Old Riverside Drive Park Improvements								\$2,500,000	Impact fees and General Fund:	Capital Project #P0019-
1 new playground	x	x	x	x	x		Recreation and Parks		96.24% impact fees; General Fund	
1 new grassed playfield	x	x	x	x	x				42.77% impact fees; General Fund	
2 new picnic shelters	x	x	x	x	x				92.67% impact fees; General Fund	
1 new restroom building	x	x	x	x	x				85.54% impact fees; General Fund	
1 new park walking trail at Crooked Creek Park	x	x	x				Recreation and Parks	\$600,000	96.24% impact fees; General Fund	Capital Project #P0020
Park Land Acquisition	x	x	x	x	x	x	Recreation and Parks	\$4,242,375	100.00% impact fees	Capital Project #P0031

5-YEAR WORK PROGRAM ADDENDUM: IMPACT FEE ELIGIBLE PROJECTS

Project Description	2022	2023	2024	2025	2026	2027	Responsible Party (City Dept.)	Estimated Cost	Funding Source	Notes/ Explanation
Public Safety										
Roswell Road bike/ped bridge (over Chattahoochee River)	x	x	x	x			Public Works	\$725,882	27.74% impact fees; General Fund	Capital Project #T0035
Glenridge Drive sidewalks (High Point to Roswell Rd.)	x						Public Works	\$402,300	27.74% impact fees; General Fund	COMPLETE
Spalding Drive sidewalks (Dunwoody Rd. to Ex.Drive near Dunwoody city limits)							Public Works	\$41,625	27.74% impact fees; General Fund	COMPLETE
Construct Panhandle Fire Station	x	x	x	x			Fire / Administration	\$4,050,400	TO BE COMPLETED WITH FY23 GENERAL FUND BUDGET	
Purchase Ladder Fire Truck	x						Fire Rescue	\$1,400,000	PURCHASED THROUGH 7YR FINANCE	COMPLETED in 2021
Construct Public Safety Complex	x						Fire / Police / Administration	\$38,568,328	27.74% impact fees; General Fund	Capital Project #F0009- To be completed this
Purchase Rescue/Airlight/Rehab Truck							Fire Rescue	\$816,400	TRANSFERRED TO 3513510-542200-CIPV FY2020	COMPLETE
Road Improvements										
Boylston Road Connector is now Boylston at Hammond Drive Intersection and Streetscape (Phase 2)	x	x	x	x			Public Works	\$4,400,000	28.7% impact fees; General Fund	Capital Project #T0058-1; TSPLOST II List
Expansion of Advanced Traffic Management System (ATMS)	x	x	x				Public Works	\$3,492,671	28.7% impact fees; General Fund	COMPLETE
Johnson Ferry Rd. Improvement is now Johnson Ferry Td./Mt Vernon Hwy Improvement widening and intersection improvements	x	x	x	x	x		Public Works	\$26,300,000	28.7% impact fees; General Fund	Updated description to Capital Project
Roswell Road North Boulevard Project	x	x	x	x			Public Works	\$9,680,000	28.7% impact fees; General Fund	TSPLOST II List
Abernathy Rd. road and intersection improvements	x	x	x				Public Works	\$1,027,000	28.7% impact fees; General Fund	Under study-funded by GDOT

5-YEAR WORK PROGRAM ADDENDUM: IMPACT FEE ELIGIBLE PROJECTS

Project Description	2022	2023	2024	2025	2026	2027	Responsible Party (City Dept.)	Estimated Cost	Funding Source	Notes/ Explanation
Roswell Road at Glenridge Intersection Improvement							Public Works	\$4,292,850	28.7% impact fees; General Fund	COMPLETED
Holcomb Bridge/River Exchange @ Spalding Dr Intersection	x						Public Works	\$3,000,000	28.7% impact fees; General Fund	Capital Project T-0066-funded by GDOT
Intersection - Roswell Rd. @ Roberts Dr.	x	x					Public Works		28.7% impact fees; General Fund	Incorporated into Roswell Rd. North Blvd Project

5-YEAR WORK PROGRAM ADDENDUM: IMPACT FEE ELIGIBLE PROJECTS

Project Description	2022	2023	2024	2025	2026	2027	Responsible Party (City Dept.)	Estimated Cost	Funding Source	Notes/ Explanation
Intersection - Roswell Rd. @ North River Pkwy.			x	x			Public Works	\$1,000,000	28.7% impact fees; General Fund	Incorporated into Roswell Rd. North Blvd
Intersection - Roswell Rd. @ Morgan Falls Rd.		x	x				Public Works	\$1,000,000	28.7% impact fees; General Fund	Safety Study
Intersection - Roswell Rd. @ Dalrymple Rd.	x	x	x	x			Public Works	\$2,840,000	28.7% impact fees; General Fund	Capital Project TS-108
Intersection - Colquitt Rd. @ Pitts Rd.	x	x	x	x			Public Works	\$500,000	28.7% impact fees; General Fund	to completed in phases
Intersection - Peachtree Dunwoody Rd. @ Crestline	x	x	x	x			Public Works	\$1,000,000	28.7% impact fees; General Fund	to be completed in phases
Intersection - Roswell Rd. @ Lake Placid			x	x			Public Works	\$500,000	28.7% impact fees; General Fund	to be completed in phases

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO TRANSMIT THE DRAFT CAPITAL IMPROVEMENTS ELEMENT
ANNUAL UPDATE FY 22 FOR REGIONAL REVIEW**

WHEREAS, the City of Sandy Springs has prepared an annual update to a Capital Improvements Element and Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Work Program was prepared in accordance with the Development Impact Fees Compliance Requirement and the Minimum Planning Standard and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a public hearing was held on September 20, 2022, at City Hall.

BE IT THEREFORE RESOLVED, that the Mayor and City Council of the City of Sandy Springs does hereby submit the annual update of the Capital Improvements Element and Work Program covering the five-year period 2023-2027 to the Atlanta Regional Commission Regional Development Center for Regional review, as per the requirements of the Georgia Planning Act of 1989.

1.

The Mayor and City Council of the City of Sandy Springs do hereby approve the Resolution Transmittal for the Annual Update to the Capital Improvements Element (CIE).

2.

This Resolution is effective September 20, 2022; and

RESOLVED this the 20th day of September, 2022.

Approved:

Rusty Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Toni Carlisle, Chief Financial Officer

DATE: August 25, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: ABL_BILL#96281 - Approval of Alcoholic Beverage License Application for Thai Chef LLC, d/b/a Sweet Chili - 8725 Roswell Rd Unit 1 Sandy Springs GA 30350. Applicant is Bo Supyen for Consumption on The Premises Wine and Malt Beverage

Recommendation:

Approve the application Consumption on The Premises Wine and Malt Beverage for Thai Chef LLC, d/b/a Sweet Chili - 8725 Roswell Rd Unit 1 Sandy Springs GA 30350

Background:

Applicant submitted a completed application on July 17, 2022, Applicant has passed the background investigation.

Discussion:

This is a New Application for Consumption on The Premises Wine and Malt Beverage. The business is located on Dunwoody Place Road.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue – \$1,975.00

Alternatives:

None

Review:

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

Created/Initiated - 8/11/2022
Approved - 8/29/2022
Approved - 8/30/2022
Approved - 8/30/2022
Final Approval - 8/30/2022

Attachments:

1. Final hearing letter- Thai Chef Sweet chili
2. public hearing letter- Thai Chef Sweet chili



To: Eden Freeman, City Manager

From: Toni Carlisle, Chief Financial Officer

Date: August 11, 2022, for Submission onto the September 6th, 2022, City Council Meeting

Agenda Item: 96281 - Approval of Alcoholic Beverage License Application for Thai Chef LLC, d/b/a Sweet Chili - 8725 Roswell Rd Unit 1 Sandy Springs GA 30350

Applicant is Bo Supyen for Consumption on The Premises Wine and Malt Beverage.

CMO (City Manager's Office) Recommendation:

Approve the application Consumption on The Premises Wine and Malt Beverage for Thai Chef LLC, d/b/a Sweet Chili - 8725 Roswell Rd Unit 1 Sandy Springs GA 30350

Background:

Applicant submitted a completed application on July 17, 2022, Applicant has passed the background investigation.

Discussion:

This is a New Application for Consumption on The Premises Wine and Malt Beverage. The business is located on Dunwoody Place Road.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue – \$1,975.00

Concurrent Review:

Melissa Barajas, Revenue Specialist



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
22-96281**

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

DATE & TIME: September 6th, 2022
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption on The Premises Wine and
Malt Beverages

APPLICANT: Thai Chef LLC
DBA / Sweet Chili
8725 Roswell Rd Unit 1
Sandy Springs, GA 30350



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: Michael Perry, Director of Recreation and Parks
DATE: August 19, 2022 Submission for the September 20, 2022 City Council Meeting
ITEM: Request for Mayor and City Council to Approve a Contract Award to JHC Corporation to Construct the Sandy Springs Trail 2A Project and Authorizing the City Manager to Execute a Contract

Recommendation:

Staff recommends contract award to JHC Corporation for the trail project related to Sandy Springs Trail 2A ("Project"), and authorization for the City Manager to execute a contract with JHC Corporation, subject to approval of the City of Sandy Springs ("City") Legal and Finance Departments.

Background:

The Sandy Springs Trail Master Plan was approved on October 15, 2019. On February 4, 2020, the PATH Foundation was awarded a Master Agreement for trail design and construction management. Subsequently, Trail 2A was identified as the initial trail segment based on the proximity to Roswell Road with access to the Chattahoochee River and Overlook Park on Morgan Falls Road.

This Project is being constructed on private properties where the City has acquired easements. The Project begins at Morgan Falls Overlook Park and follows the Georgia Power Road to the River onto Fulton County property, through the Edgewater property, and ends at the intersection of Cimarron Parkway at Roswell Road. The Project has a total distance of 9914 linear feet or 1.88 miles.

The Project consists of the construction of an 8'- 12' wide multi-use, 5-inch concrete and 6-inch pervious concrete trail, retaining walls, drainage structures, pedestrian bridges, top-down boardwalk with concrete decking, roadway realignments, landscaping, trail signage, and amenities.

Discussion:

On July 6, 2022, the City issued an Invitation to Bid ("ITB") seeking bids from qualified contractors to construct the Project. Bids from three (3) contractors were received on August 19, 2022.

Bid results were:

Bidder	Bid
JHC Corporation	\$7,803,554.65
Astra Group, LLC	\$8,750,000.00

Tri Scapes	\$12,685,466.43
------------	-----------------

Upon review of the bids, staff recommends award be made to the lowest most responsible and responsive bidder, JHC Corporation, in the amount of \$7,803,554.65. Staff has contacted provided references and representatives of other past projects with positive results. JHC Corporation has successfully completed several similar projects within the last three (3) years including trails/greenway projects in August, Columbus and Albany.

Financial Impact:

The engineer's construction cost estimate for the Project is \$9,000,000. There are adequate funds available in account number P2201 to fund this Project.

Alternatives:

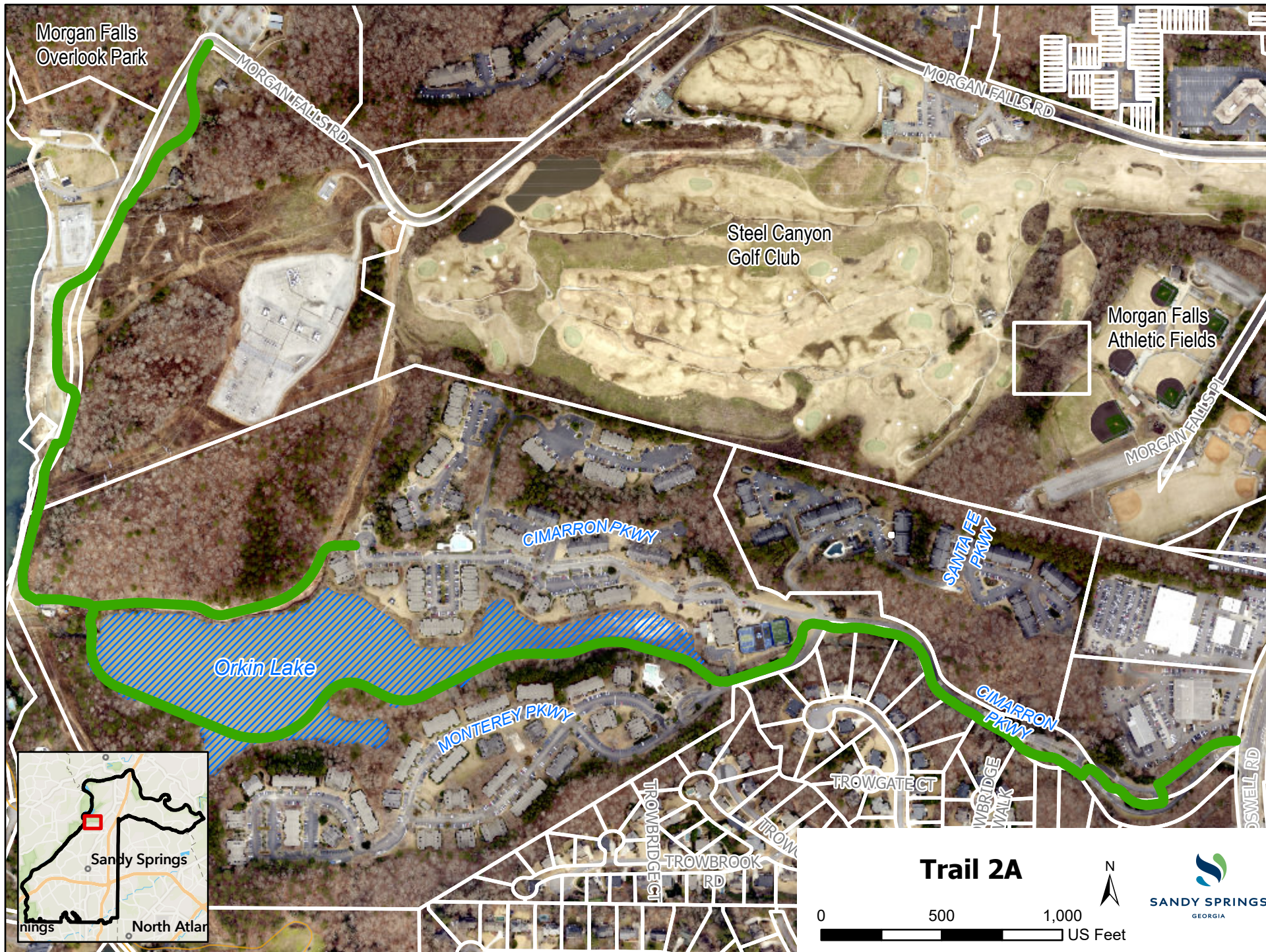
Mayor and City Council could choose not to proceed with construction of the Project at this time.

Review:

Erika Sherman, Administrative Asst.	Created/Initiated - 9/9/2022
Michael Perry, Director of Recreation and Parks	Approved - 9/9/2022
Kristin Byars Smith, Assistant City Manager	Approved - 9/9/2022
Toni Carlisle, Chief Financial Officer	Approved - 9/14/2022
Kathy Williams, Staff Attorney	Approved - 9/14/2022
Eden Freeman, City Manager	Final Approval - 9/16/2022

Attachments:

1. Vicinity Map
2. Resolution



**STATE OF GEORGIA
COUNTY OF FULTON**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF SANDY SPRINGS TO APPROVE CONTRACT AWARD TO JHC CORPORATION TO CONSTRUCT SANDY SPRINGS TRAIL 2A AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, the Sandy Springs Trail Master Plan was approved by Mayor and Council of the City of Sandy Springs (“City”) on October 15, 2019; and

WHEREAS, on February 4, 2020, the PATH Foundation was awarded a Master Agreement for trail design and construction management; and

WHEREAS, Trail 2A was identified as the initial trail segment based on the proximity to Roswell Road with access to the Chattahoochee River and Overlook Park on Morgan Falls Road; and

WHEREAS, Trail 2A begins at Morgan Falls Overlook Park and follows the Georgia Power Road to the River onto Fulton County property, Edgewater property, and ends at the intersection of Cimarron Parkway at Roswell Road, a total distance of 9914 linear feet or 1.88 miles; and

WHEREAS, the City desires to engage a contractor to construct Trail 2A (“Project”); and

WHEREAS, to advance this effort, the City issued its Invitation to Bid (“ITB”) on July 6, 2022, to identify and engage a qualified contractor to perform the Project; and

WHEREAS, the City received three (3) bids in response to the ITB, including a bid from JHC Corporation; and

WHEREAS, JHC Corporation was determined to be the lowest responsive, qualified bidder for the Project at a cost of \$7,803,554.65; and

WHEREAS, the City’s Recreation and Parks Department staff will manage all applicable phases of the Project; and

WHEREAS, the City Finance Department has determined that funds are currently available for the Project; and

WHEREAS, the City desires to award a contract to JHC Corporation in the amount of \$7,803,554.65 to perform the Project;

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

1. That contract award for the Project be made to JHC Corporation in the amount of \$7,803,554.65; and
2. That the City Manager is authorized to execute a contract in the amount of \$7,803,554.65 with JHC Corporation for the Project; and
3. That the City Attorney and the City Manager are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the _____ day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Kenneth DeSimone, Police Chief

DATE: August 22, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a New Memorandum of Understanding for SWAT Team Assistance to Add Chamblee as a Participating Agency and to Authorize the Mayor and Police Chief to Execute Same

Recommendation:

The Sandy Springs Police Department ("SSPD") recommends that Mayor and City Council adopt the above-referenced Resolution to approve adding the City of Chamblee as a Participating Agency and party to the Memorandum of Understanding for SWAT Team Assistance ("MOU") among Brookhaven, Dunwoody, Johns Creek and Sandy Springs ("North Metro SWAT") and to authorize the Mayor and Police Chief to execute same.

Background:

The City of Sandy Springs ("City") has been a member of North Metro SWAT and a party to the MOU with the Cities of Brookhaven, Dunwoody, and Johns Creek (each a "Participating Agency") since 2013. On April 19, 2022, City Council approved a revised MOU that addressed certain matters not adequately addressed in the original MOU, such as equipment requirements, maintenance and operation, and liability for damage to equipment.

Discussion:

Some time ago, the City of Chamblee expressed an interest in joining North Metro SWAT. Chamblee, like the other North metro cities, historically has relied on County police to assist them in tactical operations, often resulting in inadequate service to its citizens.

Over the past five (5) years, Chamblee has only had six (6) SWAT activations; therefore, North Metro SWAT would likely not see a significant increase in activations. However, bringing Chamblee into North Metro SWAT will add personnel. The most difficult part of operating North Metro SWAT is ensuring there are enough members to complete the mission.

North Metro SWAT has had ongoing conversations with Chamblee, and members of the Chamblee Police Department have been invited and participated in SWAT trainings. Chamblee has already had three (3) officers meet rigorous requirements to join North Metro SWAT. In addition to SWAT positions, there are also positions in the Crisis Negotiators and Logistics teams, which also fall under the command of North Metro SWAT. The parties have determined that adding Chamblee as a Participating Agency in North Metro SWAT will make it possible to deliver tactical operations services more strategically, efficiently, and effectively with increased personnel, accountability and responsiveness.

Attached is a new MOU which adds Chamblee as a member of North Metro SWAT and a Participating Agency to the MOU. Pursuant to the new MOU, Chamblee participates equally with the other Participating Agencies in sharing resources and responsibility. Chamblee has also agreed to assist with financial requirements of North Metro SWAT by purchasing gear and other equipment that the SWAT team needs. Specifically, Chamblee has agreed to purchase a tactical drone for SWAT operations.

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 addition of Chamblee as a Participating Agency, lessening personnel and financial resources available to the City in the event of a SWAT situation.

Review:

Raquel Gonzalez, City Clerk	Created/Initiated - 8/10/2022
Kenneth DeSimone, Police Chief	Approved - 8/12/2022
Toni Carlisle, Chief Financial Officer	Approved - 8/12/2022
Kathy Williams, Staff Attorney	Approved - 8/12/2022
Eden Freeman, City Manager	Final Approval - 9/15/2022

Attachments:

1. Resolution for SWAT Team Assistance MOU adding Chamblee
2. SWAT MOU Chamblee Added

**STATE OF GEORGIA
CITY OF SANDY SPRINGS**

**RESOLUTION TO APPROVE A NEW MEMORANDUM OF UNDERSTANDING FOR
SWAT TEAM ASSISTANCE TO ADD CHAMBLEE AS A PARTICIPATING AGENCY
AND TO AUTHORIZE THE MAYOR AND POLICE CHIEF TO EXECUTE SAME**

WHEREAS, the City of Sandy Springs (“City”), through its Police Department (“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 North Metro SWAT, a unified special weapons and tactics team; and

WHEREAS, on April 19, 2022, City Council approved a revised MOU that addressed certain matters not adequately addressed in the original MOU, such as equipment requirements, maintenance and operation, and liability for damage to equipment; and

WHEREAS, the City of Chamblee has expressed an interest in joining North Metro SWAT; and

WHEREAS, the Participating Agencies have determined that adding Chamblee as a Participating Agency in North Metro SWAT will make it possible to deliver tactical operations services more strategically, efficiently, and effectively with increased personnel, accountability and responsiveness; and

WHEREAS, the attached new MOU adds Chamblee as a member of North Metro SWAT and as a Participating Agency party to the MOU; and

WHEREAS, pursuant to the new MOU, Chamblee will participate equally with the other Participating Agencies in sharing resources and responsibility; and

WHEREAS, Chamblee has agreed to assist with financial requirements of North Metro SWAT by purchasing gear and other equipment needed, including a tactical drone for SWAT operations; and

WHEREAS, it is the desire of the Participating Agencies to enter into the new MOU attached to this resolution pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3, and Section 36-69-1, et seq., of the Official Code of Georgia; and

WHEREAS, the Mayor and City Council have determined it to be in the best interest of the City and its citizens to enter into the attached MOU, adding Chamblee as a Participating Agency, and desire that such new MOU shall supersede previous MOUs among the parties relating to the subject matter;

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 attached hereto, is hereby approved and shall supersede the previous MOU among the parties, revised in April 2022 as above described, relating to the subject matter.

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 6th day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)

**NORTH METRO SWAT
MEMORANDUM OF UNDERSTANDING FOR SWAT TEAM ASSISTANCE
BY AND AMONG THE GEORGIA CITIES OF BROOKHAVEN, CHAMBLEE,
DUNWOODY, JOHNS CREEK, AND SANDY SPRINGS, FOR THEIR POLICE DEPARTMENTS**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between the City of Brookhaven, the City of Chamblee, the City of Dunwoody, the City of Johns Creek, and the City of Sandy Springs (each a "Participating Agency"), for their respective Police Departments, 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's 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 Brookhaven, the City of Chamblee, the City of Dunwoody, the City of Johns Creek, or the City of Sandy Springs, 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 Kerry Thomas
Chamblee Police Department

Brian Mock
Mayor, Chamblee

Chief Billy Grogan
Dunwoody Police Department

Lynn Deutsch
Mayor, Dunwoody

Chief Mark Mitchell
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: Keith Sanders, Fire Chief

DATE: August 22, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: Request for Mayor and City Council to Approve Contract Awards to Multiple Vendors to Provide On-Call Disaster Recovery Services for the City of Sandy Springs and to Authorize the City Manager to Enter into Contracts with Such Vendors

Recommendation:

Staff recommends multiple contract awards for the requested services to Southeast Restoration Group, Paul Davis of North Atlanta, and Servpro of North Fulton.

Background:

On June 15, 2022, the City issued a Request for Qualified Contractor (RFQC) 22-058, "City of Sandy Springs Disaster Recovery Services," to solicit responses ("Proposals") from qualified contractors to perform disaster recovery services for the City of Sandy Springs ("City"). The term "disaster recovery services" is broadly defined as services for damage to structures caused by fire, explosion, vehicle accident, natural disaster, or other causes, as determined by the Fire Chief or designee. Such services are to be provided by a properly licensed and approved company selected through this competitive solicitation process to provide victim assistance to citizens and businesses during and after times of disaster and to protect personal and real property, to include securing such property from additional damage, theft, vandalism, or trespass. The City's intent by issuing the RFQC is to establish a call list of vendors that are qualified to provide disaster recovery services.

The City's Purchasing Office conducted a non-mandatory pre-Proposal meeting online on June 28, 2022. The due date for Proposals was July 19, 2022. In response to the RFQC, the City received Proposals from the following six (6) firms: Global Restoration; Paces; Paul Davis of North Fulton; Servpro of North Fulton; Servpro of Panthersville; and Southeast Restoration Group.

Discussion:

Proposals were initially examined by the City's Purchasing office for administrative compliance with submittal instructions. No administrative compliance issues were noted. Proposals were evaluated by an evaluation committee consisting of the following three (3) members ("Evaluation Committee"):

Chris Campbell, Division Chief

Scott McCullers, Division Chief of Administration

Keith Sanders, Fire Chief

The following criteria was used to evaluate technical components of the proposals, as set forth in the RFQC:

PROPOSAL CRITERIA	DESCRIPTION	POINTS
Project Understanding/ Methodology	Description of the Offeror's understanding of the proposed Services as outlined in the RFQC and the Offeror's demonstration of understanding of the magnitude of the Scope of Services and the desired outcomes for the Services. The overall approach should include any tools or methodologies that are needed to complete the proposed Services on time and within scope.	30% 30 points possible
Schedule/Statement of Work	Include a schedule and work plan in sufficient detail to determine how each task shall be accomplished. The work plan should describe how the Offeror proposes to complete the Services, shall be sufficiently detailed to highlight the effectiveness of the Proposal, and should spell out how this work can be performed in a cost-effective manner.	20% 20 points possible
Project Personnel	Provide information on personnel to be assigned to this project for the Offeror as well as assignment of key personnel of any sub-contractors. Personnel should have experience in a variety of fields necessary to complete the requirements of this project.	20% 20 points possible
Similar Experience	Demonstrate that the firm(s) and personnel have experience and expertise with the subject matter and have demonstrated performance of work that is similar in type and scope to the Services to be provided. The Offeror shall submit a minimum of three (3) projects of similar scope completed in the last five (5) years. Include service contract description, location, cost, status, and client contact information. The service contract references should reflect the firm's experience with planning and implementing transit signal priority.	30% 30 points possible
Technical Scoring	Total points received by Offeror based on technical scoring criteria.	100% 100 points possible
TOTAL POINTS POSSIBLE		100%

The selected vendors will be paid through insurance proceeds and, to the extent there is not insurance, it is a loss to the company. The awarded vendors are required to indemnify the City against any and all claims and liability arising out of the performance of the disaster recovery services.

Following individual Proposal review and scoring, the Evaluation Committee met to discuss the Proposals. Below are the consensus results:

	Project Understanding Methodology	Schedule/Statement of Work	Project Personnel	Similar Experience	Total
Vendor	30 pts	20 pts	20 pts	30 pts	100 pts
Southeast Restoration Group	30	20.0	19.7	29.7	99.4
Paul Davis of North Atlanta	29.3	20.0	19.7	28.3	97.3
SERVPRO OF North Fulton	29.7	19.0	19.3	29.0	97.0
Paces	27.0	17.3	17.3	28.7	90.3
SERVPRO of Panthersville	22.3	16.0	17.3	25.3	80.9
Global Restoration	18.7	17.7	17.0	24.3	77.7

Based on the criteria stated in the RFQ, the contents of Proposals, and results of the evaluation as shown above, the Evaluation Committee recommends that the Mayor and City Council award multiple contracts for on-call disaster recovery services to the following vendors: Southeast Restoration Group; Paul Davis of North Atlanta; and Servpro of North Fulton.

Financial Impact:

There is no financial impact to the City as the vendors will be compensated through insurance proceeds, if and when collected by the vendor.

Alternatives:

The City may choose not to award the contracts to the recommended vendors and provide staff with further direction. The City also may choose to release the RFQC again to solicit additional Proposals.

Review:

Roopal Patel, Executive Asst.
Keith Sanders, Fire Chief
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 9/9/2022
Approved - 9/9/2022
Approved - 9/14/2022
Approved - 9/14/2022
Final Approval - 9/15/2022

Attachments:

1. Resolution for Call Disaster Recovery Services Award with Memo

**STATE OF GEORGIA
COUNTY OF FULTON**

A RESOLUTION TO APPROVE CONTRACT AWARDS TO MULTIPLE VENDORS TO PERFORM ON-CALL DISASTER RECOVERY SERVICES FOR THE CITY OF SANDY SPRINGS AND TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACTS WITH SUCH VENDORS

WHEREAS, the City of Sandy Springs ("City") has a need to establish a call list of vendors that are qualified to provide disaster recovery services for the City; and

WHEREAS, the term "disaster recovery services" is broadly defined as services for damage to structures caused by fire, explosion, vehicle accident, natural disaster, or other causes, as determined by the Fire Chief or designee; and

WHEREAS, to facilitate providing victim assistance to citizens and businesses during and after times of disaster and to protect personal and real property, to include securing such property from additional damage, theft, vandalism, or trespass, staff desires to have multiple qualified vendors available to perform such services; and

WHEREAS, to advance that goal and in response to guidance from management, City staff issued a Request for Qualified Contractor #22-058 ("Solicitation") on June 15, 2022, to identify qualified vendors to provide disaster recovery services in the City on an on-call basis; and

WHEREAS, on July 19, 2022, the City received six (6) responses to the Solicitation; and

WHEREAS, an evaluation committee selected by City management evaluated responses received and determined that the following three (3) vendors were qualified, met the criteria stated in the Solicitation, and ranked highest to perform disaster recovery services for the City, as described in the attached memorandum; and

WHEREAS, the vendors selected by the evaluation committee are: (1) Southeast Restoration Group; (2) Paul Davis of North Atlanta; and (3) Servpro of North Fulton; and

WHEREAS, staff desires that City Council approve the above-named vendors selected by the evaluation committee as qualified to perform on-call disaster recovery services for the City, as described in the attached memorandum, and to enter into contracts with same;

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

1. Southeast Restoration Group, Paul Davis of North Atlanta, and Servpro of North Fulton are hereby awarded contracts to perform on-call disaster recovery services for the City, as described in the attached memorandum; and
2. The City Manager is authorized to execute contracts with the selected vendors, subject to approval of the City Attorney and the City Finance Director; and

3. 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 _____ day of September, 2022.

APPROVED:

Russell K. Paul, Mayor

Attest:

Karina Reyna, Assistant City Clerk

(Seal)

(Attachment A)

TO: Eden Freeman, City Manager

FROM: Keith Sanders, Fire Chief

DATE: August 11, 2022, for placement on the September 20, 2022, City Council Meeting Agenda

ITEM: Request for Mayor and City Council to Approve Contract Awards to Multiple Vendors to Provide On-Call Disaster Recovery Services for the City of Sandy Springs and to Authorize the City Manager to Enter into Contracts with Such Vendors

Background:

On June 15, 2022, the City issued a Request for Qualified Contractor (RFQC) 22-058, "City of Sandy Springs Disaster Recovery Services," to solicit responses ("Proposals") from qualified contractors to perform disaster recovery services for the City of Sandy Springs ("City"). The term "disaster recovery services" is broadly defined as services for damage to structures caused by fire, explosion, vehicle accident, natural disaster, or other causes, as determined by the Fire Chief or designee. Such services are to be provided by a properly licensed and approved company selected through this competitive solicitation process to provide victim assistance to citizens and businesses during and after times of disaster and to protect personal and real property, to include securing such property from additional damage, theft, vandalism, or trespass. The City's intent by issuing the RFQC is to establish a call list of vendors that are qualified to provide disaster recovery services.

The City's Purchasing Office conducted a non-mandatory pre-Proposal meeting online on June 28, 2022. The due date for Proposals was July 19, 2022. In response to the RFQC, the City received Proposals from the following six (6) firms: Global Restoration; Paces; Paul Davis of North Fulton; Servpro of North Fulton; Servpro of Panthersville; and Southeast Restoration Group.

Discussion:

Proposals were initially examined by the City's Purchasing Office for administrative compliance with submittal instructions. No administrative compliance issues were noted. Proposals were evaluated by an evaluation committee consisting of the following three (3) members ("Evaluation Committee"):

Chris Campbell, Division Chief
Scott McCullers, Division Chief of Administration
Keith Sanders, Fire Chief

The following criteria was used to evaluate technical components of the Proposals, as set forth in the RFQC:

PROPOSAL CRITERIA	DESCRIPTION	POINTS
Project Understanding/ Methodology	Description of the Offeror's understanding of the proposed Services as outlined in the RFQC and the Offeror's demonstration of understanding of the magnitude of the Scope of Services and the desired outcomes for the Services. The overall approach should include any tools or methodologies that are needed to complete the proposed Services on time and within scope.	30% 30 points possible
Schedule/Statement of Work	Include a schedule and work plan in sufficient detail to determine how each task shall be accomplished. The work plan should describe how the Offeror proposes to complete the Services, shall be sufficiently detailed to highlight the effectiveness of the Proposal, and should spell out how this work can be performed in a cost-effective manner.	20% 20 points possible
Project Personnel	Provide information on personnel to be assigned to this project for the Offeror as well as assignment of key personnel of any sub-contractors. Personnel should have experience in a variety of fields necessary to complete the requirements of this project.	20% 20 points possible
Similar Experience	Demonstrate that the firm(s) and personnel have experience and expertise with the subject matter and have demonstrated performance of work that is similar in type and scope to the Services to be provided. The Offeror shall submit a minimum of three (3) projects of similar scope completed in the last five (5) years. Include service contract description, location, cost, status, and client contact information. The service contract references should reflect the firm's experience with planning and implementing transit signal priority.	30% 30 points possible
Technical Scoring	Total points received by Offeror based on technical scoring criteria.	100% 100 points possible
	TOTAL POINTS POSSIBLE	100%

The selected vendors will be paid through insurance proceeds and, to the extent there is no insurance, it is a loss to the company. The awarded vendors are required to indemnify the City against any and all claims and liability arising out of the performance of the disaster recovery services.

Following individual Proposal review and scoring, the Evaluation Committee met to discuss the Proposals. Below are the consensus results:

	Project Understanding Methodology	Schedule/Statement of Work	Project Personnel	Similar Experience	Total
Vendor	30 pts	20 pts	20 pts	30 pts	100 pts
Southeast Restoration Group	30.0	20.0	19.7	29.7	99.4
Paul Davis of North Atlanta	29.3	20.0	19.7	28.3	97.3
SERVPRO OF North Fulton	29.7	19.0	19.3	29.0	97.0
Paces	27.0	17.3	17.3	28.7	90.3
SERVPRO of Panthersville	22.3	16.0	17.3	25.3	80.9
Global Restoration	18.7	17.7	17.0	24.3	77.7

Recommendation:

Based on the criteria stated in the RFQC, the contents of Proposals, and results of the evaluation as shown above, the Evaluation Committee recommends that the Mayor and City Council award contracts for on-call disaster recovery services to the following vendors: Southeast Restoration Group; Paul Davis of North Atlanta; and Servpro of North Fulton.

Alternatives:

The City may choose not to award the contracts to the recommended vendors and provide staff with further direction. The City also may choose to release the RFQC again to solicit additional Proposals.

Financial Impact:

There is no financial impact to the City as the vendors will be compensated through insurance proceeds, if and when collected by the vendor.



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Keith Sanders, Fire Chief

DATE: August 24, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: A Resolution to Authorize the Lease of Ten New Cardiac Defibrillators/Monitors for the City of Sandy Springs Fire Department and Authorizing the City Manager to Execute Documents to Effectuate Same

Recommendation:

The Fire Chief recommends that Council adopt the attached Resolution authorizing the lease of certain equipment through EMS Superstore, including ten (10) Philips Healthcare Tempus Pro Cardiac Monitors, in an amount not to exceed \$412,033.19 in total over 5 years and authorizing the City Manager to execute all documents required to effectuate the acquisition through a lease with EMS Superstore.

Background:

The ten (10) new Cardiac Defibrillators/Monitors will replace existing frontline Physio Control LifePak 15, which will be traded in on this lease. Currently there are ten (10) units in service, one each on all frontline response apparatus. Seven (7) of these units are no longer under warranty beginning 2022. Physio Control would continue to maintain these monitors under the current service agreement; however, the fee schedule would increase.

Discussion:

After reviewing the various purchase and lease options, examining the emerging technology for various vendors, and considering the life of the equipment in question, it was decided to pursue a lease option. This option gives us the most flexibility, and better return on investment with trading the current models in on new technology in the future.

Financial Impact:

The City of Sandy Springs Fiscal Year 2023 Capital Budget has appropriated funding available for this lease transaction.

Alternatives:

The alternative is not to approve the lease transaction and to provide the Department with further direction on the acquisition of equipment to protect and serve the City of Sandy Springs.

Review:

Roopal Patel, Executive Asst.
Keith Sanders, Fire Chief

Created/Initiated - 9/8/2022
Approved - 9/9/2022

Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Approved - 9/14/2022
Approved - 9/14/2022
Final Approval - 9/15/2022

Attachments:

1. Resolution
2. Defibrillator Proposal
3. Finance Proposal

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF NEW EQUIPMENT FOR THE
CITY OF SANDY SPRINGS FIRE DEPARTMENT AND TO AUTHORIZE THE CITY
MANAGER TO EXECUTE DOCUMENTS TO EFFECTUATE SAME**

WHEREAS, the City of Sandy Springs ("City") is a political subdivision of the State of Georgia and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the Mayor and City Council of the City of Sandy Springs ("City Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City; and

WHEREAS, Section 1.03(b)(25) of the City Charter grants the City the power to operate a fire-fighting agency; and

WHEREAS, pursuant to applicable law, the City Council is authorized to acquire, dispose of, and encumber real and personal property, including, without limitation, rights and interest in property, leases, and easements necessary to the functions or operations of the City; and

WHEREAS, in order to provide for the highest level of public health, safety, and welfare for the citizens of the City, the Sandy Springs Fire Department ("Department") desires to lease, pursuant to the terms of a lease agreement ("Lease") through EMS Superstore ("EMS"), ten (10) new Philips Healthcare Tempus Pro Cardiac Monitors ("Equipment") in an amount not to exceed \$412,033.19 over a five (5) year period; and

WHEREAS, the Equipment will replace ten (10) existing frontline Physio Control LifePak 15 ("Old Equipment"), seven (7) of which are no longer under warranty beginning 2022; and

WHEREAS, the Old Equipment will be traded in on the Lease; and

WHEREAS, City Council hereby finds and determines that the acquisition of the Equipment pursuant to a lease through EMS in the principal amount not to exceed \$412,033.19 over a five (5) year period is appropriate and necessary to the functions and operations of the Department and the City; and

WHEREAS, the City and the Department have appropriated funding in the Fiscal Year 2023 Capital Budget for lease of the Equipment, as described above.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on September 20, 2022, at 6:00 p.m. as follows:

1. The lease of the Equipment through EMS in an amount not to exceed \$412,033.19 over a five (5) year period is hereby approved and the City and the Department shall utilize the appropriations from the Fiscal Year 2023 Capital Budget for such purpose; and
2. The trade-in of the Old Equipment is hereby authorized; and

3. The City Manager and appropriate City personnel are hereby authorized to execute appropriate documentation to lease the Equipment for the Department, subject to approval of the City Attorney and City Finance Director; and

4. The City Manager and appropriate City personnel are hereby authorized to take such further action as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED, this 20th day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Assistant City Clerk

(SEAL)

RDT Tempus Pro ALS Modular Monitor Defibrillator

Quotation



Tempus **LS**

Tempus **Pro**

THE EMS SUPER STORE
2550 SANDY PLAINS RD
MARIETTA, GA 30066
United States

T: 770-672-7911
F: 770-565-2540

Prepared for city of Sandy Springs
Patrick Flaherty
1 Galambos Wy
Sandy Springs, GA 30328
United States

T: 770-206-2079
E: pflaherty@sandyspringsga.gov

Quote #	—
Date	07/08/2022

ACCEPT QUOTE

THE EMS SUPER STORE Quote

One-Time Fees

Item	Qty	Price	Total
Tempus ALS Manual Package 2	10	\$36,500.00	\$365,000.00 \$288,350.00
Tempus Pro - Printer, SpO2, NIBP, ECG, ETCO2 & Temp (single-channel)Includes: USA Mains Cable (01-2055), Pro Rechargeable Battery (01-2051), Adult Plus Reusable NIBP Cuff (01-2271), Blood Pressure Hose (8ft, 01-2074), Rail System & Saddlebag- (01-2241 & 05-2036), Tempus Pro Shoulder Strap & Kit (05-2038), Masimo Rainbow Cable RC25-4RA 25-Pin (01-2088), MasimoSET M-LNCS DBI Adt Reusable Sensor (01-2089), Operator Manual (43-2001), Maintenance Manual (43-2003), 1 roll of paperTempus LS-Manual Defibrillator5.7" color screen, fixed & demand pacing, manual defibrillation and cardioversion, CPR metronomeIncludes: 3-Lead ECG Cable (01-2068), LS rechargeable Battery (01-3011)			
21% Item Discount (\$76,650.00)			
IntelliSpace Corsium ReachBak, Annual/1yr	10	\$750.00	\$7,500.00 \$5,925.00
IntelliSpace Corsium ReachBak, Annual/1yr..One year of access for one Tempus Pro. Full-featured Corsium access. Includes support.			
21% Item Discount (\$1,575.00)			
Patient Data Email License	10	\$1.00	\$10.00 \$7.90
Patient Data Email License..Software license to enable email feature.....			
21% Item Discount (\$2.10)			
ePCR Export License	10	\$1.00	\$10.00 \$7.90
ePCR Export License..Software license to enable ePCR export.....			
21% Item Discount (\$2.10)			

Item	Qty	Price	Total
12-Lead ECG License (AAMI)	10	\$3,250.00	\$32,500.00
12-Lead ECG License (AAMI)..Includes 12-Lead ECG Modular Cable (AAMI, 8ft, 989706000941/01-2082)..			\$25,675.00
21% Item Discount (\$6,825.00)			
Glasgow 12 lead algorithm	10	\$232.00	\$2,320.00
Glasgow 12 lead algorithm			\$1,832.80
21% Item Discount (\$487.20)			
ST & QT Real Time License	10	\$500.00	\$5,000.00
ST & QT Real Time License..Software license to activate ST & QT Real Time Analysis and Alarming...			\$3,950.00
21% Item Discount (\$1,050.00)			
Tempus LS Electrodes-Adult	10	\$46.00	\$460.00
LS Defib Pads - Adult			\$363.40
21% Item Discount (\$96.60)			
LS Defib Pads - Pediatric	10	\$51.00	\$510.00
LS Defib Pads - Pediatric			\$402.90
21% Item Discount (\$107.10)			
Printer Paper Roll with 110mm Grid x10	10	\$65.00	\$650.00
Tempus Pro Printer Paper with 110mm Grid, Box of 10.			\$513.50
21% Item Discount (\$136.50)			
Reusable NIBP Cuff - Infant	10	\$55.00	\$550.00
Reusable NIBP Cuff - Infant			\$434.50
21% Item Discount (\$115.50)			
Reusable NIBP Cuff - Child	10	\$50.00	\$500.00
Reusable NIBP Cuff - Child			\$395.00
21% Item Discount (\$105.00)			
Reusable NIBP Cuff - Adult	10	\$55.00	\$550.00
Reusable NIBP Cuff - Adult			\$529.00
Item Discount (\$21.00)			
Reusable NIBP Cuff - Large Adult	10	\$75.00	\$750.00
Reusable NIBP Cuff - Large Adult			\$592.50
21% Item Discount (\$157.50)			

Item	Qty	Price	Total
CPR sensor (reusable)	10	\$1,200.00	\$12,000.00
CPR sensor (reusable)			\$9,480.00
21% Item Discount (\$2,520.00)			
CPR sensor adhesive pads (5)	10	\$80.00	\$800.00
CPR sensor adhesive pads (5)			\$632.00
21% Item Discount (\$168.00)			
Tempus Pro Lithium-ion Battery	10	\$600.00	\$6,000.00
Tempus Lithium-Ion Battery			\$4,740.00
21% Item Discount (\$1,260.00)			
Tempus LS Battery	10	\$525.00	\$5,250.00
Tempus LS battery			\$4,147.50
21% Item Discount (\$1,102.50)			
Tempus Pro battery charger	10	\$250.00	\$2,500.00
Tempus battery charger for 110/240V			\$1,975.00
21% Item Discount (\$525.00)			
Tempus Pro SmartMount	10	\$1,600.00	\$16,000.00
Tempus Pro SmartMount..Docking and charging station for Tempus Pro, 2x USB ports, 1x Ethernet port.			\$12,640.00
21% Item Discount (\$3,360.00)			
Inseego 4G Dongle Kit Factory Order when selling new Tempus Pro	10	\$515.00	\$5,150.00
21% Item Discount (\$1,081.50)			\$4,068.50
English	1	\$1.00	\$1.00
ENGLISH			\$0.79
21% Item Discount (\$0.21)			
Massimo Rainbow SpCO Factory License	10	\$3,250.00	\$32,500.00
Massimo Rainbow SpCO Factory License..Factory license for Carboxyhemoglobin (SpCO)...			\$25,675.00
21% Item Discount (\$6,825.00)			
Adult Reusable Clip Sensor	10	\$950.00	\$9,500.00
Adult Reusable Clip Sensor, (SpCO, SpMet, SpO2), 3ft			\$7,505.00
21% Item Discount (\$1,995.00)			

Item	Qty	Price	Total
PAX Bag	10	\$725.00	\$7,250.00
PAX Tempus ProR/LS- Rails with rails			\$5,727.50
21% Item Discount (\$1,522.50)			
			
Tempus Pro Pouch Rail System - Right	10	\$75.00	\$750.00
21% Item Discount (\$157.50)			\$592.50
TP-Warranty 2 Year Does not include year PM service	10	\$0.00	\$0.00
2 Year Warranty LS Exchange PM			
21% Item Discount (\$0.00)			
Tempus Pro Pouch Rail System - Right	10	\$75.00	\$750.00
PM during warranty	20	\$656.00	\$13,120.00
provides the annual PM for the 2-years during warranty			
Discount Trade-in	1	(\$8,000.00)	(\$8,000.00)

Thank you for the opportunity to quote. Please contact us if you have any questions. **Tax (if not exempt) and shipping TBD when quote is accepted or order is placed.**

One-Time Subtotal	\$527,881.00
Discount	(\$115,847.81)
Total One-Time	\$412,033.19 USD

ACCEPT QUOTE



Finance Proposal

Philips Medical Capital, LLC

Date: August 17, 2022

Prepared For:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

Prepared By:

Dee Engel Hecklen
Sr. Financial Specialist
6091 Timberknoll Drive
Macungie, Pennsylvania 18062
484.467.4975

EQUIPMENT ACCOUNT MANAGER	FINANCE TERM	PAYMENT TIMING	FINANCING TYPE	EXPIRATION DATE
EMS Superstore	5 Years	First payment due 30 days from contract commencement	Fair Market Value	9/1/2022

EQUIPMENT QUOTE	EQUIPMENT DESCRIPTION	EQUIPMENT TYPE	EQUIPMENT COST	SERVICE PLAN	PERIOD	FINANCE PAYMENT	SERVICE	TOTAL
Quote dated 7-8-22	Ten (10) Tempus ALS	ECR	\$ 412,033.19	Separate	5 Payments	\$ 87,299.24	Separate	\$ 87,299.24

Quote dated 7-8-22 with 9 Month Premium Rate Lock	Ten (10) Tempus ALS	ECR	\$ 412,033.19	Separate	5 Payments	\$ 88,471.85	Separate	\$ 88,471.85

SERVICE COVERAGE	Unless indicated above, your PMC finance contract will not include preventive and periodic maintenance.
END OF TERM OPTIONS	At the end of the original lease term or any subsequent term, the Lessee may elect to: 1) Renew the lease 2) Purchase for Fair Market Value 3) Return the equipment to PMC.
DEPOSIT	No advance payment required (unless a condition of credit). \$500 documentation fee due at lease signing or first payment invoice.
COMMENCEMENT	Interim rent will be assessed for the period between the lease commencement date and the start of the billing cycle.
NET LEASE	Lessee will, at its own expense, provide insurance and will pay all fees, property, sales and use taxes and other expenses of a similar nature. Unless otherwise indicated, the above payments do not include sales tax.
RENTAL ADJUSTMENT	The monthly payment quoted is tied to like-term Swap as published in the ICE Report Center daily update at https://www.theice.com/marketdata/reports/180 - USD Rates 1100 (or PMC may use an interpolated rate if a like-term is not available) and will float up with those swap rates until commencement of the lease. These payments were calculated with Interest Rate Swaps on August 17, 2022.
INFORMATION REQUIRED	1) Last three years of audited financial statements. If statements are not audited, the last three years of tax returns should also be provided. 2) The most recent interim statement with comparatives. 3) PMC Credit Application. 4) Tax Exemption Certificate. 5) As requested by PMC Credit upon review of the project.
PREMIUM RATE LOCK OPTION	A premium has been added to the interest rate to provide a 9 month rate lock . This option requires the Lessors receipt of \$10,000.00 in advance of the start of the rate lock period, and the cost of the rate lock will float until receipt of the advance payment. This amount will be applied toward the first monthly payment upon lease commencement, or will be retained by PMC if the lease does not commence within the rate lock period.
TERMS	This proposal is: (a) subject to review and approval by PMC's credit committees; (b) delivered to Lessee on the condition that its terms be kept confidential and not shown to, or discussed with, any third party (other than on a confidential and need-to-know basis with Lessee's directors, officers, counsel and other advisors, or as required by law) without Philips Medical Capital's express prior written approval; and (c) governed and construed in accordance with the internal laws of the Commonwealth of Pennsylvania. Lessee and PMC agree to: (a) the exclusive jurisdiction of the state and federal courts located in Philadelphia County, Pennsylvania with respect to any dispute arising out of or relating to this proposal and (b) waive any right to trial by jury that either of them may have arising out of or relating to this proposal. By signing below, Lessee hereby authorizes the release of any credit or financial information to PMC and its agents and assigns.
PROPOSAL ACCEPTANCE	The terms and conditions of this Proposal are hereby agreed to and accepted this _____ day of _____, 2022.
	BY: _____
	TITLE: _____
This is a proposal for financing for the customer named herein ("Customer") regarding the equipment described herein ("Equipment") by Philips Medical Capital, LLC (PMC) for discussion purposes only. This Letter is an indication of interest regarding a possible financing transaction on the general terms and conditions outlined herein and should not be construed as a commitment. This Letter is a non-binding indication of interest regarding a possible financing transaction on the general terms and conditions outlined herein and is not a commitment. This proposal is not a statement of all terms and conditions of any financing that may be approved. This Letter is intended for the use of the Customer only. This Letter is valid for 15 days from the date hereof and thereafter shall automatically be deemed to be null and void.	
THANK YOU FOR YOUR BUSINESS!	



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Catherine Mercier-Baggett, Sustainability Manager

DATE: August 29, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: Request for Mayor and City Council to Approve Acceptance of a Conserve Georgia Grant and to Approve the Execution of an Agreement with the Georgia Department of Natural Resources for the Construction of Trail Segment 2A

Recommendation:

Staff recommends accepting the grant and entering into the agreement provided by the Georgia Department of Natural Resources ("GA DNR")

Background:

The City applied for the GA DNR Conserve Georgia Grant, under the Georgia Outdoor Stewardship Program, in October 2021. The application was for funds to assist with the cost of construction of Trail Segment 2A that will connect Overlook Park at Morgan Falls to Roswell Road at Cimarron Parkway ("Project"). The amount requested was \$3 million.

In Spring 2022, the City received confirmation that Trail Segment 2A passed the first phase of the grant selection process. Documentation for the second phase was submitted in May 2022, including an estimated total budget of \$9.6 million. The GA DNR provided a Project Agreement in late August, confirming the award of a \$3 million grant to the City.

Discussion:

The firm selected for construction of Trail Segment 2A submitted a bid of \$7.8 million, lower than the PATH Foundation's estimate at the time of the second phase submittal. This reimbursement grant will cover approximately 38.5% of the construction costs. The City is required to provide a cash match to cover the remaining construction costs of approximately \$4.8 million.

Financial Impact:

The grant will cover approximately 38.5% of the total construction costs of Trail Segment 2A. Funding is available in capital project P-2201.

Alternatives:

Mayor and City Council could decline the grant and finance construction through another mechanism, or cancel the project.

Review:

Catherine Mercier-Baggett, Sustainability Manager
Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 9/7/2022
Approved - 9/9/2022
Approved - 9/14/2022
Approved - 9/16/2022
Final Approval - 9/16/2022

Attachments:

1. GOSP ProjectAgreement
2. GOSP Resolution

DEPARTMENT OF NATURAL RESOURCES
GEORGIA OUTDOOR STEWARDSHIP TRUST FUND PROJECT AGREEMENT

Applicant:
City of Sandy Springs

Project Number:
46218 413 222

Project Title:
Trail Segment 2a

Project Period:
Date of Approval (defined as the date of signatures on the following page) and ***not to exceed 24 months from the date of approval.***

Project Stage Covered by this Agreement:
Entire Project

Project Scope (Description of Project):

This project consists of the development/improvement at the property known as **Segment 2a** located in the City of **Sandy Springs** and County of **Fulton**, Georgia by **The City of Sandy Springs** to include the following scope:

- Establishment of the easement on +/- 6 acre property and the related legal fees
- Construction of +/- 7,000 linear feet of concrete 12-feet wide multi-use trail
 - Mobilization, traffic control, site preparation
 - Tree protection, fencing, root bridging
- Construction of +/- 3,000 linear feet of boardwalk with handrail and concrete deck
- Improvements of roadway near Morgan Falls Dam
 - Concrete curbing and asphalt
 - Traffic signs and marking
 - Utilities, conduit, adjusting manholes and poles
- Construction of 1 pedestrian/bike bridge
- Installation of 1 pre-engineered bridge
- Construction of retaining walls
- Erosion control and drainage
- Amenities
 - Trash cans
 - Bike racks
 - Benches
 - Security fencing
 - Educational signage

- Landscaping to include trees, shrubs, perennials and grasses
- Construction administration and management

By execution of this Project Agreement, the Applicant agrees to comply with the following regulations, policies, guidelines, and requirements, as applicable to this project:

1. Georgia Outdoor Stewardship Program (GOSP) Rule (attached)
2. Georgia Outdoor Stewardship Program (GOSP) 2021-2022 Manual
3. Project Application and Attachments

I have read and understand the Georgia Outdoor Stewardship Program Rule
(Initial) and the 2021-2022 Georgia Outdoor Stewardship Program Manual in their entirety.

Project Cost

Total Cost: **\$9,589,673.00**

GOSP Fund Amount: **\$3,000,000.00**

(Fund amount not to exceed amount defined in the approved project proposal)

The Department of Natural Resources, represented by the Commissioner of the Department of Natural Resources or his lawfully designated representative, and the Applicant named above hereinafter referred to as the Applicant, mutually agree to perform this Agreement in accordance with the Georgia Outdoor Stewardship Act, the 2021-2022 GOSP Manual, and the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the Applicant and hereby made a part hereof.

The Department of Natural Resources promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the Department's share of the costs of the above project stage, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions were added to this Agreement before it was signed by the parties hereto:

None

In witness whereof, the parties have executed this Agreement as of the date entered below.

State of Georgia

City of Sandy Springs

By

By

(Signature)

(Signature)

Taylor Brown
DNR Chief of Grants

(Name)

Date

(Title)

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO APPROVE ACCEPTANCE OF A GEORGIA CONSERVE
GRANT AND TO APPROVE THE EXECUTION OF AN AGREEMENT WITH THE
GEORGIA DEPARTMENT OF NATURAL RESOURCES FOR THE
CONSTRUCTION OF TRAIL SEGMENT 2A**

WHEREAS, the City of Sandy Springs (“City”) applied for and received a Georgia Department of Natural Resources (“GA DNR”) Georgia Conserve Grant (“Grant”) in the amount of \$3,000,000.00, under the Georgia Outdoor Stewardship Program, for the construction of Trail Segment 2A that will connect Overlook Park at Morgan Falls to Roswell Road at Cimarron Parkway (“Project”); and

WHEREAS, the Project is estimated to cost \$7,800,000.00; and

WHEREAS, the City is required to provide a cash match to cover the remaining construction costs of approximately \$4,800,000.00; and

WHEREAS, in order to receive the Grant, the City is required to enter into the attached Project Agreement with GA DNR; and

WHEREAS, City Council desires to accept the Grant and to enter into the Project Agreement;

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

1. Acceptance of the Grant is hereby approved; and
2. The City’s cash match for the Project in the amount of \$4,800,000.00 is hereby approved; and
3. The attached Project Agreement is hereby approved; and
4. The City Manager is hereby authorized to execute the attached Project Agreement for the Grant in the amount of \$3,000,000.00; and
5. That the City Attorney and the City Manager are hereby authorized to make such minor revisions to the Project Agreement and to take such other actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this 20th day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Catherine Mercier-Baggett, Sustainability Manager

DATE: August 29, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of a Service Agreement with Keep North Fulton Beautiful to provide services, events, and programs

Recommendation:

Staff recommends approval of the Service Agreement with Keep North Fulton Beautiful.

Background:

Keep North Fulton Beautiful ("KNFB") is a Keep American Beautiful affiliate that predates the incorporation of the City, celebrating 40 years of existence this year. KNFB operates the Sandy Springs Recycling Center located on Morgan Falls Road. Between 2013 and 2021, the Recycling Center processed nearly 8,400 tons of paper, plastic, glass and metal, the equivalent of diverting 465 garbage trucks from the landfill. In addition to the regular collection of materials, KNFB provides environmental education, manages clean-up opportunities, and hosts a Household Hazardous Waste Collection event every other year.

Discussion:

The proposed KNFB Service Agreement follows similar terms as prior agreements. Rather than offering training to school teachers, KNFB will enhance its public engagement programs. For example, it will assist the City in establishing Adopt-a-Stream teams of volunteers to monitor water quality in our local streams.

Annually, \$95,000 is budgeted for regular operations and \$50,000 for capital improvements to the Recycling Center site and building. The City will additionally reimburse the expenses associated with the Household Hazardous Waste Collection every other year, up to \$75,000.

The Agreement is valid for one year, with four automatic renewals unless terminated.

Financial Impact:

Support to KNFB amounts to \$145,000 annually, with an additional \$75,000 every other year. This amount is included in the General Administration Budget 1001595-521240 for nonprofit services.

Alternatives:

Mayor and City Council may elect to not renew the Service Agreement with KNFB, in which case the Recycling Center would likely cease operations.

Review:

Catherine Mercier-Baggett, Sustainability Manager
Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 9/8/2022
Approved - 9/8/2022
Approved - 9/9/2022
Approved - 9/9/2022
Final Approval - 9/15/2022

Attachments:

1. Service Agreement
2. Resolution



**SERVICE AGREEMENT
KEEP NORTH FULTON BEAUTIFUL, INC., D/B/A
KEEP SANDY SPRINGS BEAUTIFUL**

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 1st day of July 2022, by and between the CITY OF SANDY SPRINGS, GEORGIA ("City"), a municipal corporation existing under and pursuant to the laws of the State of Georgia, and KEEP NORTH FULTON BEAUTIFUL, INC. ("KNFB"), a nonprofit corporation created and existing pursuant to the laws of the State of Georgia,

WITNESSETH:

WHEREAS, KNFB is engaged in the business of performing, coordinating and managing a recycling center ("Recycling Center"); and

WHEREAS, KNFB wishes to perform, coordinate and manage Recycling Center events, programs, and services for the City; and

WHEREAS, the City has agreed to enter in this Agreement to allow KNFB to perform, coordinate and manage Recycling Center events, programs, and services on certain property located within the City; and

WHEREAS, KNFB is willing and able to render said events, programs, and services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services**

KNFB agrees to perform, coordinate and manage Recycling Center events ("Events"), programs ("Programs") and services in the City ("Services"), as more particularly described in the Statement of Work attached hereto as Exhibit A. KNFB agrees to perform, coordinate and manage said Events, Programs, and Services substantially in the manner and to the extent set forth herein.

2. **License**

KNFB is hereby granted a license to conduct the Events, Programs, and Services described in this Agreement. KNFB shall be responsible for the coordination of any access or other issues regarding Events, Programs, and Services. This license shall constitute a mere right of use and no property interest shall be conveyed to KNFB pursuant to this provision.

3. **Compensation and Recordkeeping.**

a. **Compensation.** In consideration of time expended by KNFB and operating expenses in establishing and operating the Recycling Center and performing Events, Programs, and Services, the City will budget up to ninety-five thousand dollars (\$95,000.00) to assist in facilitating Events, Programs, and Services pursuant to the terms of this Agreement, as detailed in Exhibit A, Sections A through H. Upon receipt of an invoice from KNFB detailing the services provided, the City will process four (4) payments annually upon the approval of the City Manager or his designee.

b. For the Household Hazardous Waste Event as detailed in Exhibit A, Section I, the City shall reimburse KNFB for actual documented event expenses up to seventy-five thousand dollars (\$75,000).

c. The City may provide up to \$50,000 annually for capital improvements. Requests for capital improvements must include detailed documentation and shall be submitted to the City's designee. Allocation of funds for capital improvements must be approved by the City Manager.

d. **Recordkeeping.** KNFB agrees to institute and maintain for not less than three (3) years following the termination of this Agreement, such systems of bookkeeping and auditing as reasonably requested by the City Finance Department. KNFB shall further furnish to the City, at KNFB's sole expense and in form reasonably acceptable to the City, a report of an Event, Program, or Service no later than fifteen (15) days following the close of such Event, Program, or Service.

e. **Audit.** The records of an Event, Program, or Service performed under this Agreement shall be subject to audit by the City Finance Department at any time during reasonable business hours upon five (5) days' notice.

4. **Relationship of Parties**

Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and KNFB, or between the City and any of the vendors who shall operate at the Events, Programs, or Services. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and KNFB, or between the City, KNFB and any of the vendors who shall operate at the Events, Programs, or Services. It is expressly agreed that KNFB is acting as an independent contractor and not as an employee in providing Events, Programs, and Services under this Agreement.

5. **Term**

This Agreement shall be effective as of July 1, 2022 ("Effective Date") and shall continue through June 30, 2023. This Agreement shall automatically renew for four (4) one (1) year terms unless the Agreement is earlier terminated in accordance with the terms herein stated. This Agreement is subject to annual appropriation of funds by the City's governing body and may be terminated in the event funds are not appropriated for this purpose.

6. **Termination**

The City shall have the right to terminate this Agreement if KNFB is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of notice from the City specifying such default. "Default" shall mean:

a. If KNFB fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If KNFB shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

c. This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

7. **Termination of Services and Return of Property**

Upon the expiration or earlier termination of this Agreement, KNFB shall immediately terminate the operation of Events, Programs, and Services hereunder and shall deliver promptly to the City all City property delivered or obtained in furtherance of this Agreement.

8. **Standard of Performance; Event Plans; Compliance with Applicable Laws**

a. Standard of Performance. KNFB warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Events, Programs and Services and the obligations imposed by this Agreement. KNFB agrees to perform in a diligent, efficient, competent and skillful manner commensurate with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and to otherwise perform as is necessary to undertake the Events, Programs and Services required by this Agreement.

b. Compliance with Applicable Laws. KNFB warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by KNFB hereunder or which in any manner affect this Agreement including, without limitation, any rules, regulations, requirements, or directions of the City as required in its Special Event Permit for all Waste Collection Events.

KNFB shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in Exhibit G, Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964, attached hereto and incorporated herein.

c. Event Plans. KNFB shall establish a plan for each Event, Program, or Service provided hereunder ("Event Plan") which shall be provided by KNFB as a material provision of KNFB's agreement with the City. Prior to the opening of the Event, Program, or Service, KNFB shall finalize said Event Plan and submit the same for approval to the City Manager or his designee. The Event, Program, or Service shall not go forward without the approval of the City Manager or his designee.

9. **Conflicts of Interest**

KNFB warrants and represents that:

a. The operation of Events, Programs, and Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. It is not presently subject to any agreement with a competitor or with any other party that will prevent KNFB from performing in full accord with this Agreement; and

c. It is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that KNFB shall be free to accept other work during the Term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

10. **Proprietary Information**

KNFB acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which KNFB has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). KNFB agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of KNFB under this section shall survive the termination of this Agreement.

11. **Indemnification**

KNFB shall indemnify the City, its officers, agents, servants and employees from and against any and all liability for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of KNFB or other persons employed or utilized by KNFB in the performance of the Events, Programs and Services required by this Agreement.

12. **Insurance**

During the Term of this Agreement, KNFB agrees to satisfy the insurance requirements set forth in Exhibit F attached hereto.

13. **Non-Discrimination**

During performance of this Agreement, KNFB shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

KNFB shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. KNFB's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

KNFB shall, in all solicitations or advertisements for employees placed by, or on behalf of KNFB, state

that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

KNFB shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

14. **Assignment**

KNFB shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by KNFB without the prior express written approval of the City shall remain without force or effect and, at City's sole option, will serve to terminate this Agreement without any notice to KNFB of such termination.

15. **Notices**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

Eden Freeman, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copies to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

If to KNFB:

Kathy Reed, Executive Director
470 Morgan Falls Road
Sandy Springs, Georgia 30350

16. **Governing Law and Consent to Jurisdiction**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

17. **Waiver of Breach**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

18. **Severability**

If any provision 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.

19. **Entire Agreement**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

20. **Counterparts**

This Agreement may be executed in one (1) or more counterparts, all of which together shall be deemed to constitute one (1) and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eden Freeman, City Manager

Attest:

Raquel Gonzalez, City Clerk

Approved as to form:

Assistant City Attorney

(Signatures Continued on Following Page)

**KEEP NORTH FULTON BEAUTIFUL, INC.
d/b/a KEEP SANDY SPRINGS BEAUTIFUL**

By:

Kathy Reed, Executive Director

Attest:

By: _____
Name: _____
Title: _____

EXHIBIT A

STATEMENT OF WORK

All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Service Agreement ("Agreement") between the City of Sandy Springs ("City") and Keep North Fulton Beautiful, Inc., d/b/a Keep Sandy Springs Beautiful ("KNFB"), of which this Exhibit is an integral part.

KNFB shall be responsible for all operations of the Recycling Center, Events, Programs, and Services performed in accordance with the requirements set forth in the Agreement including, but not limited to, the recruiting of vendors, establishing and enforcing all waste regulations, including space assignments, waste fee collection and general Event management.

Programs and Events:

- A. Proper Disposal Information. KNFB will provide information on the proper disposal of bulky recyclable items, such as furniture and appliances. KNFB will maintain a list of places accepting a variety of large and difficult to recycle items and a list of landfill, to refer residents seeking those services.
- B. Christmas Tree Disposal. "Bring One for the Chipper" provides residents with proper disposal of Christmas trees and will be held in January.
- C. Document Shredding. This Program will assist in protecting individuals from identity theft by recycling paper goods and will be held two (2) times a year, or offered on an ongoing basis for a reasonable fee to customers.
- D. River/Stream Cleanup. This Program will provide litter abatement, waterway cleanup and will contain an educational component and will be held once a year.
- E. Event Recycling. KNFB will make portable recycling bins available for use at events held in the City upon request. This Program will reduce solid waste materials such as aluminum and plastic and will occur approximately ten (10) times per year, or as needed.
- G. Public Education. This program will provide community education in support of the City's sustainability goals and MS4 permit requirements. KNFB will act as a community resource to educate the public on reducing waste, protecting waterways, and other initiatives as requested.
- H. Recycling Center Facilities. The operator of the Recycling Center shall maintain and operate community recycling drop off facilities and act as a community resource for information on recycling. Recycling collection containers shall be available during hours that are reasonable and convenient for residents, with closings on major holidays and during inclement weather. Major modifications to the operating hours shall be approved by the City Manager or his/her designee.
- I. Household Hazardous Waste Collection. As requested by the City, KNFB will perform a Household Hazardous Waste Collection Event as detailed below.

The Purpose of the Household Hazardous Waste Event shall be to:

- Enhance the quality of life in the City and surrounding communities by providing a safe, inviting and accessible place for residents to dispose of accumulated household hazardous waste.
- Provide hazardous waste disposal for residents on an as requested by the City basis.
- Provide an educational forum for consumers to learn about recycling and disposing of household products that contain corrosive, toxic, ignitable, or reactive ingredients that are considered to be Household Hazardous Waste. Household Hazardous Waste includes, but is not limited to, household products such as paints, cleaners, oils, batteries, and pesticides, that contain potentially hazardous ingredients requiring special care for disposal.

Items to be collected may include, but are not limited to:

- Indoor and outdoor paint, varnishes, stains, lacquers (10 gallon limit per vehicle)
- Solvents such as paint thinner, kerosene, acetone
- Motor oil, gasoline, anti-freeze
- Aerosols, pesticides and herbicides
- Batteries
- Propane tanks and fire extinguishers
- Items containing mercury such as thermometers and thermostats
- Smoke detectors
- In addition, the hazardous waste team will be prepared to dispose of a limited number of miscellaneous hazardous items, to address the common issue of residents bringing unplanned hazardous items not advertised as part of the program. There will be no charge to residents for any items collected.

The following items will not be collected:

- Needles, sharps or other medical waste
- Bio-hazardous waste
- Ammunition, weapons, or explosives
- Pressurized tanks with inoperable valves
- Pharmaceuticals
- Non-hazardous items

In cooperation with the City, KNFB (as Keep Sandy Springs Beautiful) shall manage the planning and execution of the Event, including:

- Publicity and promotion
- Event coordination and logistics, necessary supplies
- Securing a venue and managing relationship with venue management
- Securing vendors to handle various hazardous materials
- Pre-registration and fielding pre-event inquiries
- Securing, training, and supervising volunteers

Exhibit A – Page 2

- A public education component to raise awareness in the community about hazardous waste: alternative safer products, proper disposal methods, source reduction
- Distribution of NPDES related materials as provided by City, if desired

EXHIBIT B

CERTIFICATION OF CONTRACTOR GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____
Title: _____

EXHIBIT C

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____, _____, and I further certify that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
3. Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
4. The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____ Signature: _____
Title: _____

EXHIBIT D

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. §50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and sworn before me, this the _____ day of _____, 2022.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT E

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me this the _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT F

INSURANCE REQUIREMENTS

At all times that the Agreement is in force, KNFB shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-X or higher and acceptable to the City. The following is the minimum insurance coverage and limits that KNFB must maintain. If KNFB maintains broader coverage or higher limits than the minimums shown below, the City requires and shall be entitled to all coverage and for higher limits maintained by KNFB. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

1. Statutory Workers' Compensation Insurance
 - a. Employer's Liability:
 - Bodily Injury by Accident - \$1,000,000 each accident
 - Bodily Injury by Disease - \$1,000,000 policy limit
 - Bodily Injury by Disease - \$1,000,000 each employee
2. Comprehensive General Liability Insurance
 - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
 - b. Blanket Contractual Liability
 - c. Blanket "X", "C", and "U"
 - d. Products/Completed Operations Insurance
 - e. Broad Form Property Damage
 - f. Personal and Advertising Injury Coverage
3. Automobile Liability
 - a. \$1,000,000 limit of liability
 - b. Comprehensive form covering all owned, non-owned and hired vehicles
4. Umbrella Liability Insurance
 - a. \$1,000,000 limit of liability
 - b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
5. The City of Sandy Springs, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Agreement in connection with liability of the City of Sandy Springs and their affiliated companies and their officers, directors and employees arising out of KNFB's operations. Copies of the endorsements shall be furnished to the City prior to execution of the Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on forty-five (45) days written notice to the City. Any separate

insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by KNFB's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Sandy Springs, 1 Galambos Way, Sandy Springs, Georgia 30328.

EXHIBIT G

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO ENTER INTO A SERVICE AGREEMENT WITH KEEP NORTH FULTON
BEAUTIFUL, INC, D/B/A KEEP SANDY SPRINGS BEAUTIFUL**

WHEREAS the City of Sandy Springs (“the City”) and Keep North Fulton Beautiful (“KNFB”) entered into its first Agreement in 2008; and

WHEREAS, KNFB is engaged in the business of performing, coordinating and managing a recycling center (“Recycling Center”); and

WHEREAS, KNFB wishes to perform, coordinate and manage Recycling Center events, programs, and services for the City; and

WHEREAS, the City has agreed to enter in this Agreement to allow KNFB to perform, coordinate and manage Recycling Center events, programs, and services on certain property located within the City; and

WHEREAS, KNFB is willing and able to render said events, programs, and services;

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

1. That the City Manager is authorized to execute this Service Agreement.

RESOLVED this 20th day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Dave Wells, Director of Facilities/Capital Construction and Building Operations

DATE: September 9, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: Request for Mayor and Council of the City of Sandy Springs to Approve Resolution Authorizing a Change Order to Amend the Existing Contract with Hussey Gay Bell for Architectural, Engineering, and Construction Administration Services for New Fire Station #5 to Accommodate Increase in Proposed Construction Cost and Authorizing the City Manager to Execute the Change Order

Recommendation:

Staff recommends that the Mayor and City Council approve the attached resolution authorizing Change Order 2, amending the existing contract with Hussey Gay Bell ("HGB") to continue performing architectural, engineering, and construction administration services for new Fire Station #5 ("Project").

Background:

On March 16, 2021, City Council approved a resolution awarding a contract to HGB in the amount of \$289,885.00 for architectural, engineering, and construction administration services for Fire Station #5. On January 4, 2022, Change Order 1 was approved in the amount of \$8,200.00 for additional traffic signal design fee services, bringing the total contracted amount to \$298,085.00.

Discussion:

On May 25, 2022, the City issued a Request for Proposals to identify and select a qualified contractor to perform construction services for the Project according to HGB's architectural and engineering design. The proposal from the selected contractor for the construction services totals \$8,020,000, which exceeds HGB's original estimated construction cost by \$4,020,000. HGB's fee for design services and construction administration is 6% of the proposed construction budget and should be adjusted to reflect the increase.

The attached Change Order 2 will provide additional funding to HGB. Instead of 6% on the original \$4,000,000.00 estimated construction cost, the construction cost is now \$8,020,000, which is \$4,020,000 over the original estimated construction cost. This amounts to an additional \$241,200.00 to be paid to HGB pursuant to the terms of HGB's contract with the City, plus a rebidding services cost of \$4,437.50.

Financial Impact:

The total amount of Change Order 2 is \$245,637.50 and is reasonable per staff review, as the cost of construction has significantly increased. Sufficient funds are available in P0004 to cover this additional cost.

Alternatives:

City Council may decide not to approve Change Order 2 and provide further direction to staff.

Review:

Octavia Baynes, Administrative Asst.

Created/Initiated -
9/9/2022

Richard Collins, Construction Manager

Approved - 9/9/2022

Dave Wells, Director of Facilities/Capital Construction and Building
Operations

Approved - 9/9/2022

Toni Carlisle, Chief Financial Officer

Approved - 9/14/2022

Kathy Williams, Staff Attorney

Approved - 9/14/2022

Eden Freeman, City Manager

Final Approval -
9/16/2022

Attachments:

1. 2022-09-06 FS 5 Fee Revision
2. Resolution for Change Order Hussey Gay Bell (090822)

September 6, 2022

Mr. Richard Collins
Construction Manager
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

RE: **A/E DESIGN SERVICES CHANGE REQUEST
FEE REVISION DUE TO BID RESULTS – NEW FIRE STATION 5**

Richard,

Please let this letter serve as a request for modification of our fee agreement for the new City of Sandy Springs Fire Station #5 based on results from the project bid, and hourly rebidding services from Duloherly Weeks engineers for work done to rebid the project.

The proposed modifications are as follows:

- The original fee was based on an assumed cost of \$4,000,000.00 to construct the station. Bids received from Cooper & Co., totaled \$8,020,000, for an increase of \$4,020,000.00.
- Our contract stipulates a fee of 6% of construction costs:
 $6\% @ \$4,020,000.00 = \$241,200.00.$
- Our consulting engineers incurred costs to change the documents as necessary to rebid the project. Hussey Gay Bell also incurred costs that we are not billing the City for. Duloherly Weeks for rebidding services are \$4,437.50.

Total requested fee revisions are \$245,637.50.00.

We thank the City of Sandy Springs again for this opportunity, and are happy to review this proposal at your convenience or answer any questions that you may have.

Sincerely,

HUSSEY GAY BELL



Christopher M. Caudle, AIA
Principal

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION OF MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS
AUTHORIZING A CHANGE ORDER TO AMEND THE EXISTING CONTRACT WITH
HUSSEY GAY BELL FOR ARCHITECTURAL, ENGINEERING, AND
CONSTRUCTION ADMINISTRATION SERVICES FOR NEW FIRE STATION #5 TO
ACCOMMODATE INCREASE IN PROPOSED CONSTRUCTION COST, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER.**

WHEREAS, on March 16, 2021, City Council approved a resolution awarding a contract to Hussey Gay Bell ("HGB") for architectural, engineering, and construction administration services for Fire Station #5 in the amount of \$289,885.00; and

WHEREAS, on January 4, 2022, Change Order 1 was approved in the amount of \$8,200.00 for additional traffic signal design fee services, bringing the total contracted amount to \$298,085.00; and

WHEREAS, on May 25, 2022, the City issued a Request for Proposals to identify and select a qualified firm to perform construction services for the Project according to HGB's architectural and engineering design; and

WHEREAS, the proposal selected for contract award for construction services of Fire Station #5 totals \$8,020,000.00, which exceeds HGB's original estimated construction cost by \$4,020,000.00; and

WHEREAS, pursuant to HGB's contract with the City, HGB's fee for design services and construction administration is 6% of the proposed construction budget; and

WHEREAS, because of the construction cost increase, the fee paid to HGB under its contract should be adjusted to reflect the increase; and

WHEREAS, the attached Change Order 2 will provide the additional funding to HGB to reflect 6% on the new construction cost estimate of \$8,020,000.00 instead of the original \$4,000,000.00 estimated construction cost; and

WHEREAS, execution of Change Order 2 will amend HGB's contract with the City to provide for additional funding of \$241,200.00, plus a rebidding services cost of \$4,437.50;

WHEREAS, the City desires to so amend HGB's contract by executing Change Order 2.

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

1. Change Order 2, in the amount of \$245,637.50, amending the existing contract with HGB, is hereby authorized as described above; and
2. the City Manager is hereby authorized to execute Change Order 2; and

3. the City Manager and the City Attorney are hereby authorized to take such further 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:

City Clerk

(SEAL)

**EVALUATION MEMORANDUM
Request for Proposals #22-053 ("RFP")
Construction Services for New City Fire Station 5**

General

The City of Sandy Springs ("City") conducted a qualifications-based solicitation ("Solicitation") to identify and select a construction firm with the capacity and demonstrated experience to provide construction services ("Services") for a new fire station at 7800 Mount Vernon Road, Sandy Springs, Georgia 30350 ("Project"). On May 25, 2022, the City issued its Request for Proposals ("RFP") to seek responses ("Proposals") from highly qualified and experienced firms to perform the Services described in the RFP. Proposals were due on June 28, 2022, no later than 2:00 PM E.S.T.

Proposals Received

The City received Proposals from the following three (3) firms ("Offerors"):

1. Cooper & Company
2. Headley Construction
3. Reeves Young

Proposals were initially examined for administrative compliance with Solicitation submittal instructions. No administrative compliance issues were noted.

Evaluation

The City formed a committee consisting of the following City personnel ("Evaluation Committee") to evaluate Proposals using the criteria set forth in the RFP and to recommend a qualified firm to perform the Services:

1. Keith Sanders, Fire Chief, City of Sandy Springs
2. Dave Wells, Director of Facilities Capital Projects and Building Operations, City of Sandy Springs
3. Richard Collins, Construction Manager, City of Sandy Springs
4. Reginald McClendon, Community Affairs Officer, Fire Department, City of Sandy Springs

Evaluation Criteria

Section 4 of the RFP identified the criteria on which the City would evaluate Proposals. The City evaluated Proposals to determine which one represented best value for the City. While cost was considered, it was not the sole determining factor in the evaluation process. The City reviewed and carefully considered the past performance (references) history of the Offerors, as described in the RFP.

Criteria for technical component of Proposals was as follows:

1. Qualifications
2. Experience / References
3. Capabilities

Utilizing the stated criteria, Proposals were scored and ranked in accordance with the following:

CRITERIA	SUMMARY DESCRIPTION	POINTS
Qualifications	Include complete information related to the Offeror demonstrating the sustainable ability to execute the Project	40% 40 points possible
Experience/ References	Include relevant references	20% 20 points possible
Capabilities	Describe the facilities and equipment to be used along with the Project approach and division of labor	40% 40 points possible
	TOTAL POINTS POSSIBLE	100%

Evaluation

Following individual review and scoring, the Evaluation Committee members met to discuss the Proposals. The Evaluation Committee reached consensus and selected the two (2) highest scoring Offerors as qualified for further consideration. These Offerors were Reeves Young and Cooper & Company. Both Offerors clearly demonstrated a superior understanding of the Project, with past experience very relevant to the size and scope of the Project.

Fee Proposals

The fee proposals submitted by the two (2) Offerors moving forward for further consideration were as follows:

COMPANY	BASE PROFESSIONAL FEE
Cooper & Company	\$ 8,020,000.00
Reeves Young	\$ 8,065,245.00

Results of Scoring

Following further consideration of the two (2) Proposals, the Evaluation Committee determined that Cooper & Company was the most responsive and responsible Offeror amongst other qualities listed below and would provide the best value for the City

- Experienced Team
- Similar Project Experience
- Good references from past projects

Recommendation

Based upon evaluation of Proposals in accordance with the criteria and process described in the RFP and herein, the Evaluation Committee has determined that Cooper & Company represents the best value for the City and therefore recommends that firm for contract award.

Evaluation Committee Chair

Keith Sanders, Fire Chief

Date: _____

**STATE OF GEORGIA
COUNTY FULTON**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS TO
APPROVE CONTRACT AWARD TO COOPER & COMPANY FOR CONSTRUCTION
SERVICES FOR NEW FIRE STATION AT 7800 MOUNT VERNON ROAD, AND TO
AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH COOPER &
COMPANY**

WHEREAS, the City of Sandy Springs ("City") has determined to build a new fire station at 7800 Mount Vernon Road, to be known as Fire Station #5 ("Project"); and

WHEREAS, on May 25, 2022, the City issued its Request for Proposals ("RFP") to seek responses ("Proposals") from highly qualified and experienced firms to perform the construction services described in the RFP ("Services"); and

WHEREAS, on June 28, 2022, the City received three Proposals, including a Proposal submitted by Cooper & Company; and

WHEREAS, an evaluation committee formed by the City ("Evaluation Committee") evaluated the Proposals consistent with criteria established by the terms of the RFP to select a firm to construct the Project that represents the best overall value for the City and its residents; and

WHEREAS, as the result of its evaluation, the Evaluation Committee has provided its Evaluation Memorandum in the form attached to this resolution, presenting the results of its evaluation and recommending contract award to Cooper & Company; and

WHEREAS, Cooper & Company proposed a cost of services base bid of \$7,500,000.00 and \$520,000.00 in additional allowances for a total bid of \$8,020,000.00; and

WHEREAS, City Council desires to accept the recommendation of the Evaluation Committee and to make award to Cooper & Company consistent with the attached Evaluation Memorandum;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Sandy Springs, while in session on _____, 2022, as follows:

1. Cooper & Company is hereby awarded a contract for construction of the Project in the amount of \$8,020,000.00, upon such terms and conditions as agreed by the parties and as determined by the City Attorney to be in the best interest of the City; and
2. The City Manager is hereby authorized to execute a contract with Cooper & Company in the amount of \$8,020,000.00 for construction of the Project, as approved by the City Attorney and the City Finance Director; and
3. The City Manager and the City Attorney are hereby authorized to take such actions as shall be deemed necessary or desirable to effectuate the intent of this resolution.

RESOLVED this the _____ day September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Dave Wells, Director of Facilities/Capital Construction and Building Operations

DATE: September 9, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: Request for Mayor and Council of the City of Sandy Springs to Approve Fund Transfer for Project Budget Deficit; and to Authorize the City Manager to Execute the Contract and an Ordinance to Authorize Amending the City of Sandy Springs FY2023 Budget to Authorize a Transfer Between Projects

Recommendation:

Staff recommends that Mayor and City Council for the City of Sandy Springs approve the attached ordinance authorizing an amendment to re-allocate \$1,000,000.00 in funding previously allocated to PF003 (Fire Station No.#2) to PF004 (Fire Station No.#5) and to transfer \$2,000,000.00 from the City's Capital Contingency (within the Capital Project Fund) and to authorize The PAYGO model to allow for semi-annual contributions of \$500K over the next two fiscal years starting in FY2023.

Background:

On October 20, 2020, Mayor and Council approved a Supplemental Bond Resolution authorizing the issuance of Revenue Bonds Series 2020B, and funds were allocated to the following projects: \$10,000,000.00 for New Fire Station #2; \$900,000.00 for Fire Station #3 building additions; and \$5,000,000.00 for New Fire Station #5. Fire Station #3 was placed on a temporary design and construction hold and Mayor and Council authorized the re-allocation of funds to be transferred from the Fire Station #3 project to Fire Station #5 at August 2, 2022 Council Meeting.

Discussion:

On May 25, 2022, the City issued its Request for Proposals ("RFP") to seek responses ("Proposals") from highly qualified and experienced firms to perform construction services for new Fire Station #5 ("Project"). The Evaluation Committee recommended Cooper & Company for contract award, as it was determined Cooper & Company represented the best value for the City with the base bid amount of \$7,500,000.00 plus allowances totaling \$8,020,000.00. The projected budget for this Project is currently \$9,731,965.50, itemized as follows:

Budget Detail	Amount
Original Funding	\$5,000,000.00
Re-Allocated Funds from Fire Station 3	\$900,000.00
Cost to Date (through 9/12/2022)	(\$837,203.41)
Encumbrances to Date (through 9/12/2022)	(\$100,220.82)
Remaining Project Funds	\$4,962,575.77

Less Additional Construction Cost	Amount
Construction- Cooper (Base Bid + Allowances)	\$8,020,000.00
Testing Services	\$75,000.00
FF&E	\$171,500.00
BearCom	\$20,000.00
Cana	\$500.00
Gym Equipment	\$40,000.00
Network Equipment	\$20,000.00
HGB Contract Admin. + Re-Bidding Fee	\$245,637.50
Contingency 12%	\$1,109,328.00
Subtotal	\$9,701,965.50

Funding Deficit \$4,739,389.73

The total actual cost to date for this project is \$937,424.23 (including encumbrances) leaving an available balance (Fire Station #5/P0004) for this Project of \$4,962,575.77. After additional project costs are accounted for the project has a deficit of \$4,739,389.73.

Financial Impact:

The budget deficit for this project is \$4,739,389.73. Staff proposes transferring \$2,000,000 from Capital Contingency (within the Capital Projects Fund) to the Public Facilities Authority (PFA) Fund to assist in funding the Fire Station 5 project. The remainder of the needed project funding (up to an additional \$2,000,000) will be provided using a pay-as-you-go (PAYGO) model through transfers from the City's General Fund. The PAYGO model will allow for semi-annual contributions of \$500K over the next two fiscal years starting in FY2023 (this transfer amount could be accelerated as of the FY2023 mid-year review). During the course of the project, at any point in time, project costs incurred may not exceed the amount of revenues received by the PFA from General Fund transfers. Any funding transferred to the PFA but unused in the Fire Station 5 project will be returned to the City's General Fund.

Alternatives:

The City may choose not to re-allocate funds within the project budget or to implement the PAYGO option and provide further direction.

Review:

Octavia Baynes, Administrative Asst.

Created/Initiated -
9/13/2022

Richard Collins, Construction Manager

Approved - 9/13/2022

Dave Wells, Director of Facilities/Capital Construction and Building Operations

Approved - 9/13/2022

Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Approved - 9/15/2022
Approved - 9/15/2022
Final Approval -
9/16/2022

Attachments:

None



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Rusty Paul, Mayor

DATE: September 15, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: Resolution Authorizing the Execution of an Intergovernmental Agreement By and Among the Cities of Alpharetta, Georgia, City of Atlanta, Georgia, City of Chattahoochee Hills, Georgia, City of College Park, Georgia, City of East Point, Georgia, City of Fairburn, Georgia, City of Hapeville, Georgia, City of Johns Creek, Georgia, City of Milton, Georgia, City of Mountain Park, Georgia, City of Palmetto, Georgia, City of Roswell, Georgia, City of South Fulton, Georgia, City of Sandy Springs, Georgia, for Sharing of Certain Costs Related to Local Option Sales Tax Negotiation with Fulton County, Georgia

Recommendation:

The City Manager recommends adopting the attached resolution approving an Intergovernmental Agreement (“IGA”) by and between Sandy Springs and the listed Cities (“Participating Cities”) for the engagement of services for a media educational campaign in connection with current Local Option Sales Tax (“LOST”) negotiations with Fulton County.

Background:

Pursuant to Georgia law, the Participating Cities are currently negotiating a new distribution agreement with Fulton County describing the portion of LOST revenues that each of the Participating Cities will receive. If agreement is not reached by December 30, 2022, LOST will cease to be collected and the Participating Cities will lose a substantial revenue stream estimated between \$2 billion and \$3 billion over the next ten years.

Discussion:

In an effort to prepare the public of this potential loss of revenue and to advocate for citizens to engage their Fulton County Commissioners, informing them of the need to reach an agreement for an equitable split of LOST revenue, the Participating Parties desire to develop and implement a campaign effort by engaging the services of two (2) firms experienced in such campaigns. Robinson Republic, LLC/Ohio River South, Inc. specializes in public/media relations and Bedrock Advocacy specializes in public engagement. Pursuant to the IGA, the Participating Cities agree that Sandy Springs will contract with these firms and pay the cost of services, with the Participating Cities reimbursing Sandy Springs pro rata on the basis of their percentages of total population in the 2020 census data. The IGA provides that the cost of the services shall not exceed \$210,000.00 without further approval of the Participating Cities.

Financial Impact:

The cost to the Participating Cities of engaging the services of the two (2) firms will not exceed \$210,000.00. The cost to Sandy Springs is its pro rata share of the cost based on percentage of total population in the 2020 census.

Alternatives:

Not to approve the IGA with the Participating Cities and risk the expiration of LOST revenue without fully educating and preparing the public and providing the public an opportunity for critical input.

Review:

Karina Reyna, Assistant City Clerk
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 9/15/2022
Approved - 9/15/2022
Approved - 9/15/2022
Final Approval - 9/16/2022

Attachments:

1. Resolution IGA Media Campaign Lost
2. IGA - LOST

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG CITY OF ALPHARETTA, GEORGIA, CITY OF ATLANTA, GEORGIA, CITY OF CHATTAHOOCHEE HILLS, GEORGIA, CITY OF COLLEGE PARK, GEORGIA, CITY OF EAST POINT, GEORGIA, CITY OF FAIRBURN, GEORGIA, CITY OF HAPEVILLE, GEORGIA, CITY OF JOHNS CREEK, GEORGIA, CITY OF MILTON, GEORGIA, CITY OF MOUNTAIN PARK, GEORGIA, CITY OF PALMETTO, GEORGIA, CITY OF ROSWELL, GEORGIA, CITY OF SOUTH FULTON, GEORGIA, AND CITY OF SANDY SPRINGS, GEORGIA, FOR SHARING OF CERTAIN COSTS RELATED TO LOCAL OPTION SALES TAX NEGOTIATION WITH FULTON COUNTY, GEORGIA, AND AUTHORIZING EXECUTION OF SAME

WHEREAS, the local option sales tax ("LOST") is a one percent (1%) sales tax activated by a local referendum and imposed on the purchase, sale, rental, storage, use, or consumption of tangible personal property and related services; and

WHEREAS, Georgia law (O.C.G.A. §48-8-81) creates 159 special districts in Georgia for the purpose of levying a LOST and each of such special districts corresponds with one of Georgia's 159 counties; and

WHEREAS, in each special district where LOST is imposed, the counties and qualified municipalities enter into a distribution agreement that identifies each local government that will receive a portion of the sales tax revenues and lists the percentage that each local government will receive; and

WHEREAS, LOST revenues are used by the qualified municipalities to fund services such as public safety, parks and recreation, municipal courts, and other local government services, and by counties to fund state-mandated services like county courts, jails, health departments, and other services; and

WHEREAS, Fulton County constitutes one of the special districts in Georgia and is currently a party to a distribution agreement with qualified municipalities within Fulton County to share LOST proceeds based on a population-based formula; and

WHEREAS, Georgia law requires periodic renegotiation of the LOST distribution certificate based on specific triggering events, one being the decennial census; and

WHEREAS, with the release of the 2020 census data, all counties and municipalities that currently impose a LOST are required to begin to renegotiate the distribution certificate for the proceeds of the tax on or before July 1, 2022, and negotiations must conclude in a new distribution certificate filed with DOR by December 30, 2022; and

WHEREAS, there is disagreement among Fulton County and the Participating Cities as to how the LOST proceeds should be apportioned; and

WHEREAS, if a new distribution agreement is not reached by December 30, 2022, LOST will cease to be collected in Fulton County until a new referendum authorizing LOST is approved, with the possibility that the Participating Cities could lose a substantial revenue stream estimated between \$2 billion and \$3 billion; and

WHEREAS, the Participating Parties desire to develop and implement a campaign effort to educate and prepare the public regarding this potential loss of revenue and to advocate for citizens to engage their Fulton County commissioners, informing them of the need to reach an agreement for an equitable split of LOST revenues; and

WHEREAS, to advance that effort, the Participating Cities desire to engage Robinson Republic, LLC/Ohio River South, Inc. and Bedrock Advocacy ("Firms"), full-service management and consulting services firms experienced in such campaigns; and

WHEREAS, the Participating Cities have determined that it is to their mutual advantage and benefit for each Participating City to share the cost of engaging the Firms to provide certain media and educational services and have further determined that the City of Sandy Springs ("Sandy Springs") shall contract with and make payment to the Firms for such services and that each Participating City shall reimburse Sandy Springs pro rata based on population, as more particularly described herein; and

WHEREAS, the Participating Cities have agreed to the terms and conditions of the intergovernmental agreement ("IGA") attached hereto as Exhibit A, pursuant to which they will share the cost of services to be performed by the Firms, in an amount not to exceed \$210,000.00, as described therein; and

WHEREAS, City Council desires to enter into the IGA with the Participating Cities upon the terms and conditions stated therein to engage the services of the Firms and to share the costs as described in the IGA.

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

1. That the IGA attached hereto as Exhibit A is hereby approved; and
2. That the Mayor is authorized to execute the IGA; and
3. That the City Attorney and the City Manager are hereby authorized to make such minor changes to the IGA as may be deemed necessary prior to execution and to take such actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the _____ day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

City Clerk

(Seal)

EXHIBIT A

Intergovernmental Agreement

by and among City of Alpharetta, Georgia, City of Atlanta, Georgia, City of Chattahoochee Hills, Georgia, City of College Park, Georgia, City of East Point, Georgia, City of Fairburn, Georgia, City of Hapeville, Georgia, City of Johns Creek, Georgia, City of Milton, Georgia, City of Mountain Park, Georgia, City of Palmetto, Georgia, City of Roswell, Georgia, City of South Fulton, Georgia, and City of Sandy Springs, Georgia, for Sharing of Certain Costs Related to Local Option Sales Tax
Negotiation with Fulton County, Georgia

(Attached)

INTERGOVERNMENTAL AGREEMENT

BY AND AMONG

CITY OF ALPHARETTA, GEORGIA, CITY OF ATLANTA, GEORGIA, CITY OF CHATTAHOOCHEE HILLS, GEORGIA, CITY OF COLLEGE PARK, GEORGIA, CITY OF EAST POINT, GEORGIA, CITY OF FAIRBURN, GEORGIA, CITY OF HAPEVILLE, GEORGIA, CITY OF JOHNS CREEK, GEORGIA, CITY OF MILTON, GEORGIA, CITY OF MOUNTAIN PARK, GEORGIA, CITY OF PALMETTO, GEORGIA, CITY OF ROSWELL, GEORGIA, CITY OF SOUTH FULTON, GEORGIA, and CITY OF SANDY SPRINGS, GEORGIA,

FOR SHARING OF CERTAIN COSTS RELATED TO LOCAL OPTION SALES TAX NEGOTIATION WITH FULTON COUNTY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2022 ("Effective Date"), by and among CITY OF ALPHARETTA, GEORGIA, CITY OF ATLANTA, GEORGIA, CITY OF CHATTAHOOCHEE HILLS, GEORGIA, CITY OF COLLEGE PARK, GEORGIA, CITY OF EAST POINT, GEORGIA, CITY OF FAIRBURN, GEORGIA, CITY OF HAPEVILLE, GEORGIA, CITY OF JOHNS CREEK, GEORGIA, CITY OF MILTON, GEORGIA, CITY OF MOUNTAIN PARK, GEORGIA, CITY OF PALMETTO, GEORGIA, CITY OF ROSWELL, GEORGIA, CITY OF SANDY SPRINGS, GEORGIA, CITY OF SOUTH FULTON, GEORGIA, and CITY OF UNION CITY, GEORGIA, municipal corporations of the State of Georgia, acting by and through their duly elected governing bodies (together hereinafter referenced as "Participating Cities").

WITNESSETH:

WHEREAS, the local option sales tax ("LOST") is a one percent (1%) sales tax activated by a local referendum and imposed on the purchase, sale, rental, storage, use, or consumption of tangible personal property and related services; and

WHEREAS, Georgia law (O.C.G.A. §48-8-81) creates 159 special districts in Georgia for the purpose of levying a LOST and each of such special districts corresponds with one of Georgia's 159 counties; and

WHEREAS, in each special district where LOST is imposed, the counties and qualified municipalities enter into a distribution agreement that identifies each local government that will receive a portion of the sales tax revenues and lists the percentage that each local government will receive; and

WHEREAS, proceeds from LOST are collected by the Georgia Department of Revenue ("DOR") and disbursed directly to the counties and qualified municipalities based upon the distribution agreement; and

WHEREAS, LOST revenues are used by the qualified municipalities to fund services such as public safety, parks and recreation, municipal courts, and other local government services, and by counties to fund state-mandated services like county courts, jails, health departments, and other services; and

WHEREAS, LOST is one of the most significant sources of revenue for municipal governments in Georgia, second only to the property tax; and

WHEREAS, Fulton County constitutes one of the special districts in Georgia and is currently a party to a distribution agreement with qualified municipalities within Fulton County to share LOST proceeds based on a population-based formula; and

WHEREAS, Georgia law requires periodic renegotiation of the LOST distribution certificate based on specific triggering events, one being the decennial census; and

WHEREAS, with the release of the 2020 census data, all counties and municipalities that currently impose a LOST are required to begin to renegotiate the distribution certificate for the proceeds of the tax on or before July 1, 2022, and negotiations must conclude in a new distribution certificate filed with DOR by December 30, 2022; and

WHEREAS, pursuant to Georgia law, Fulton County and the Participating Cities have begun discussions and are currently in the process of renegotiating the distribution agreement and how the revenue is to be distributed among them; and

WHEREAS, there is disagreement among Fulton County and the Participating Cities as to how the LOST proceeds should be apportioned; and

WHEREAS, if a new distribution agreement is not reached by December 30, 2022, LOST will cease to be collected in Fulton County until a new referendum authorizing LOST is approved, with the possibility that the Participating Cities could lose a substantial revenue stream estimated between \$2 billion and \$3 billion; and

WHEREAS, the Participating Parties desire to develop and implement a campaign effort to educate and prepare the public regarding this potential loss of revenue and to advocate for citizens to engage their Fulton County commissioners, informing them of the need to reach an agreement for an equitable split of LOST revenues; and

WHEREAS, to advance that effort, the Participating Cities desire to engage Robinson Republic, LLC/Ohio River South, Inc. and Bedrock Advocacy ("Firms"), full-service management and consulting services firms experienced in such campaigns; and

WHEREAS, the Participating Cities have determined that it is to their mutual advantage and benefit for each Participating City to share the cost of engaging the Firms to provide certain services, as more particularly described herein, and have further determined that the City of Sandy Springs ("Sandy Springs") shall contract with and make payment to the Firms for such services and that each Participating City shall reimburse Sandy Springs pro rata based on population, as more particularly described herein; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not

exceeding fifty (50) years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, it is the desire of the signatories hereto to enter into this cost-sharing Agreement pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

Section 1. Purpose

This Agreement outlines a cost-sharing arrangement among the Participating Cities for the purpose of compensating the Firms to perform the services generally described in Exhibit A attached hereto and incorporated herein by this reference ("Services"). The Participating Cities agree that the cost for such Services, which includes reasonable out-of-pocket expenses (cost of Services plus out-of-pocket expenses together referenced as "Cost"), shall not exceed the total amount of Two Hundred Ten Thousand Dollars (\$210,000.00) without further approval of the Participating Cities. The Cost shall be allocated to the Firms as described in Exhibit A.

The Cost shall be shared among the Participating Cities as described in Exhibit B attached hereto and incorporated herein by this reference. The basis of the Cost-sharing formula described in Exhibit B is the Participating Cities' percentages of total population in the 2020 census data.

Section 2. Term and Termination

- a. Term. The term of this Agreement shall be from the Effective Date until December 30, 2022, unless extended, renewed, or earlier terminated, as may be provided in this Agreement.
- b. Termination. This Agreement may be terminated by agreement of all Participating Cities.

Section 3. Responsibilities

The Participating Cities agree that Sandy Springs shall negotiate the specific terms and conditions of an agreement with the Firms for the respective Services, based on the general scope of Services to be performed by each Firm, as described in Exhibit A. Sandy Springs shall further be responsible for managing the Cost and invoices from the Firms in a manner compliant with good accounting practices. Sandy Springs shall maintain copies of all receipts, invoices and/or spreadsheets for review by the Participating Cities in a manner that describes components of the Cost, the nature of such components, the date a Cost component was incurred, and any other information reasonably requested by the Participating Cities.

Upon receipt of an invoice from the Firms, together with supporting documentation that is acceptable to the Sandy Springs Chief Financial Officer, Sandy Springs shall invoice each Participating City for its pro rata share of the Cost so invoiced by the Firms, based on the percentages shown in Exhibit B.

Section 4. Cost Sharing

The Participating Cities agree to share the Cost in the pro rata percentages identified in Exhibit B. Upon receiving an invoice from Sandy Springs for any portion of the Cost, each Participating City shall be responsible for payment to Sandy Springs within thirty (30) days. No Participating City shall unreasonably withhold or delay payment of its pro rata share upon receipt of an invoice from Sandy Springs.

Section 5. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as shown on Exhibit C, attached hereto and incorporated by this reference.

Section 6. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the Participating Cities with respect to the subject matter hereof. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

Section 7. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the authorized representatives of the Participating Cities.

Section 8. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 10. Compliance with Law

The Participating Cities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

Section 11. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 12. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Mediation

The Participating Cities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the undersigned Participating Cities have caused this Agreement to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

Jim Gilvin, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF ATLANTA, GEORGIA

Andre Dickens, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF CHATTAHOOCHEE HILLS, GEORGIA

Tom Reed, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF EAST POINT, GEORGIA

Deana Holiday Ingraham, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF FAIRBURN, GEORGIA

Elizabeth Carr-Hurst, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF JOHNS CREEK, GEORGIA

John Bradberry, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF MILTON, GEORGIA

Peyton Jamison, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF MOUNTAIN PARK, GEORGIA

Jim Still, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF PALMETTO, GEORGIA

J. Clark Boddie, Mayor

Attest:

City Clerk, Secretary

(Seal)

[Signatures Continued on Following Page]

CITY OF ROSWELL, GEORGIA

Kurt Wilson, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF SANDY SPRINGS, GEORGIA

Russell K. Paul, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF SOUTH FULTON, GEORGIA

khalid kamau, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF UNION CITY, GEORGIA

Vince Williams, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

EXHIBIT A

**GENERAL SCOPE OF SERVICES AND
ALLOCATION OF COST**

FIRM	GENERAL DESCRIPTION OF SERVICES*	NOT TO EXCEED COST
Robinson Republic, LLC/Ohio River South, Inc.	Public/Media Relations	\$110,000
Bedrock Advocacy	Public Engagement	\$100,000

*The Participating Cities agree that Sandy Springs shall be authorized to negotiate agreements with each of the Firms that describes the specific terms and conditions for the performance of the respective Services.

EXHIBIT B

COST-SHARING

Each Participating City shall pay a pro rata share of the Cost based on its respective percentage of total population as shown in 2020 census data, described below:

CITY	PRO-RATA SHARE
Alpharetta	6.170%
Atlanta	43.001%
Chattahoochee Hills	0.276%
College Park	1.215%
East Point	3.596%
Fairburn	1.545%
Hapeville	0.614%
Johns Creek	7.730%
Milton	3.871%
Mountain Park	0.054%
Palmetto	0.423%
Roswell	8.703%
Sandy Springs	10.132%
South Fulton	10.072%
Union City	2.515%

EXHIBIT C
NOTICES

CITY	NOTICE TO:	COPY TO:
Alpharetta	Jim Gilvin, Mayor City of Alpharetta 2 S. Main Street Alpharetta, Georgia 30009 jgilvin@alpharetta.ga.us	Chris Lagerbloom, City Administrator City of Alpharetta 2 S. Main Street Alpharetta, Georgia 30009 clagerbloom@alpharetta.ga.us
Atlanta	Andre Dickens, Mayor and Chief Executive Officer City of Atlanta 55 Trinity Avenue SW Suite 2900 Atlanta, Georgia 30303-3584 adickens@atlantaga.gov	Nina Hickson, City Attorney City of Atlanta Department of Law 55 Trinity Avenue Suite 5000 Atlanta, Georgia 30303 lawdepartment@atlantaga.gov
Chattahoochee Hills	Tom Reed, Mayor City of Chattahoochee Hills 6505 Rico Road Chattahoochee Hills, GA 30268 Tom.reed@chatthillsga.us	Robbie Rokovitz, City Manager City of Chattahoochee Hills 6505 Rico Road Chattahoochee Hills, Georgia 30268 robbie.rokovitz@chatthillsga.us
College Park	Bianca Motley Broom, Mayor City of College Park City Hall 3667 Main Street College Park, Georgia 30337 bmotleybroom@collegeparkga.com	Sonya Harold City of College Park City Hall 3667 Main Street College Park, Georgia 30337 sonya.harold@collegeparkga.com
East Point	Deana Holiday Ingraham, Mayor City of East Point 2757 East Point Street East Point, Georgia 30344 dholidayingraham@EastPointCity.org	Deron King, City Manager 2757 East Point Street East Point, Georgia 30344 cmoffice@eastpointcity.org
Fairburn	Mario Avery, Mayor City of Fairburn 56 Malone Street, S.W. Fairburn, Georgia 30213 mayoravery@fairburn.com	Tony Phillips, City Administrator City of Fairburn 56 Malone Street SW Fairburn, Georgia 30213 tphillips@fairburn.com

Hapeville	Alan Hallman, Mayor City of Hapeville 3468 North Fulton Avenue Hapeville, Georgia 30354 ahallman@hapeville.org	Tim Young, City Manager City of Hapeville 3468 North Fulton Avenue Hapeville, Georgia 30354 tyoung@hapeville.org
Johns Creek	John Bradberry, Mayor City of Johns Creek 11360 Lakefield Drive Johns Creek, Georgia 30097 John.bradberry@johnscreekga.gov	Ed Densmore, City Manager City of Johns Creek 11360 Lakefield Drive Johns Creek, Georgia 30097 ed.densmore@johnscreekga.gov
Milton	Peyton Jamison, Mayor City of Milton 2006 Heritage Walk Milton, Georgia 30004 Peyton.jamison@miltonga.gov	Steve Krokoff, City Manager City of Milton 2006 Heritage Walk Milton, Georgia 30004 Steven.krokoff@miltonga.gov
Mountain Park	Jim Still, Mayor City of Mountain Park 118 Lakeshore Drive Mountain Park, Georgia 30075 Jim.still@mountainparkgov.com	Jennifer Zalokar, City Clerk City of Mountain Park 118 Lakeshore Drive Mountain Park, Georgia 30075 City.clerk@mountainparkgov.com
Palmetto	J. Clark Boddie, Mayor City of Palmetto P. O. Box 190 509 Toombs Street Palmetto, Georgia 30268 mayor@citypalmetto.com	Cynthia Hanson, City Clerk City of Palmetto P.O. Box 190 509 Toombs Street Palmetto, Georgia 30268 hanson@citypalmetto.com
Roswell	Kurt Wilson, Mayor City of Roswell 38 Hill Street, Suite 115 Roswell, Georgia 30075 mayorwilson@roswellgov.com	Randy Knighton, City Administrator City of Roswell 38 Hill Street, Suite 115 Roswell, Georgia 30075 rknighton@roswellgov.com
Sandy Springs	Eden E. Freeman City Manager 1 Galambos Way Sandy Springs, Georgia 30328 efreeman@sandyspringsga.gov	Dan Lee City Attorney 1 Galambos Way Sandy Springs, Georgia 30328 cityattorney@sandyspringsga.gov
South Fulton	Dr. Catherine Foster Rowell, Councilwoman City of South Fulton 5440 Fulton Industrial Boulevard South Fulton, Georgia 30336 Catherine.rowell@cityofsouthfultonga.gov	Tammi Saddler Jones, City Manager City of South Fulton 5440 Fulton Industrial Boulevard South Fulton, Georgia 30336 tammi.jones@cityofsouthfultonga.gov

Union City	Vince Williams, Mayor Union City 5047 Union Street Union City, Georgia 30291 vwilliams@unioncityga.org	Sonja Fillingame, City Manager Union City 5047 Union Street Union City, Georgia 30291 sfillingame@unioncityga.org
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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM:

DATE: September 9, 2022 Submission for the September 20, 2022 City Council Meeting

ITEM: July 2022 Unaudited Financials

Recommendation:

Background:

Discussion:

Financial Impact:

Alternatives:

Review:

Karina Reyna, Assistant City Clerk
Toni Jo Howard,
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created -

Attachments:

1. July Financials



SANDY SPRINGS
GEORGIA

FINANCIAL HIGHLIGHTS FY 2023
JULY 31, 2022

UNAUDITED

**NOTES TO THE FINANCIAL STATEMENTS
JULY 31, 2022**

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year approximate 1.37% compared to the Adopted Budget. We are at 8.33% of the year. Most revenues received in July are recognized in June. Revenues such as Electric Franchise and Ins Premium Tax occur once a year.
- ▶ General Fund Expenditures for the fiscal year approximate 7.66% compared to the Adopted Budget. We are at 8.33% of the year.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$34,213	\$42,500,000	0.08%	
Motor Vehicle Tax	\$0	\$80,000	0.00%	<--These two will be adjusted as the rate at which the <-- old MVT phases out and the new TAVT increases
Motor Vehicle TAVT	\$0	\$3,750,000	0.00%	
Local Option Sales Tax	\$0	\$26,500,000	0.00%	
Business Occupational Tax	\$127,229	\$9,750,000	1.30%	
Insurance Premium Tax	\$0	\$7,700,000	0.00%	Payment normally received October of each year
Building Permits	\$557,991	\$2,000,000	27.90%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$344,285	\$598,836	57.49%	Includes all departments and is semi-annual

**CASH AND INVESTMENTS
THROUGH PERIOD 01, JULY FY 2023**

UNAUDITED

TRUIST

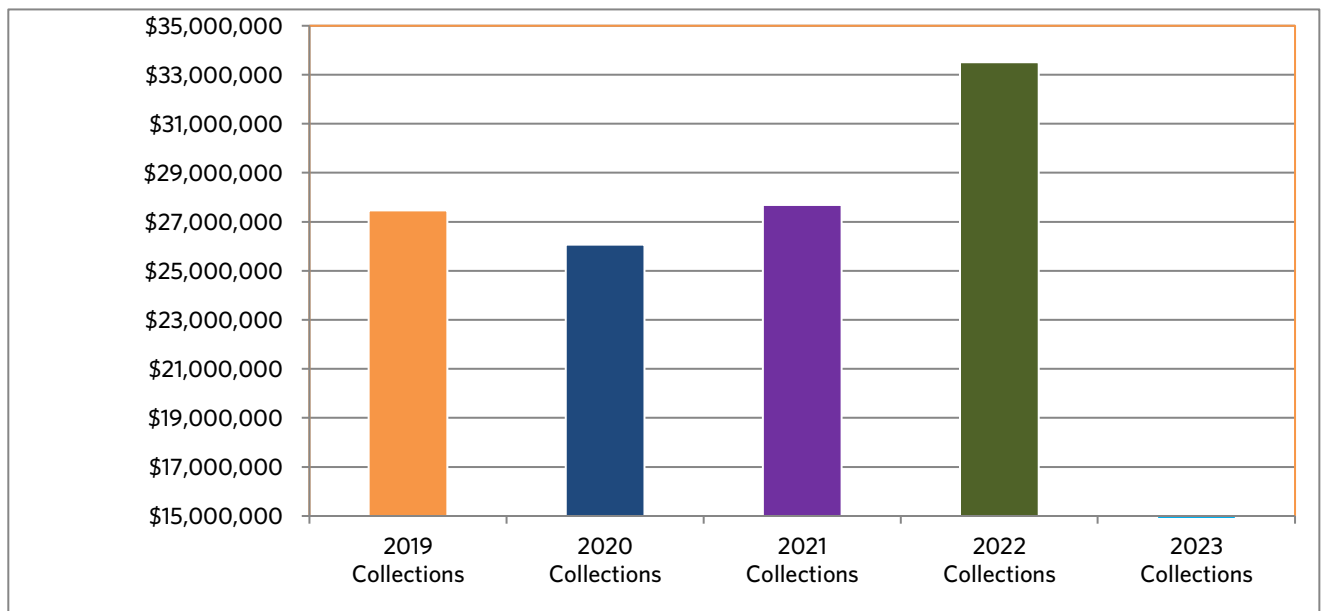
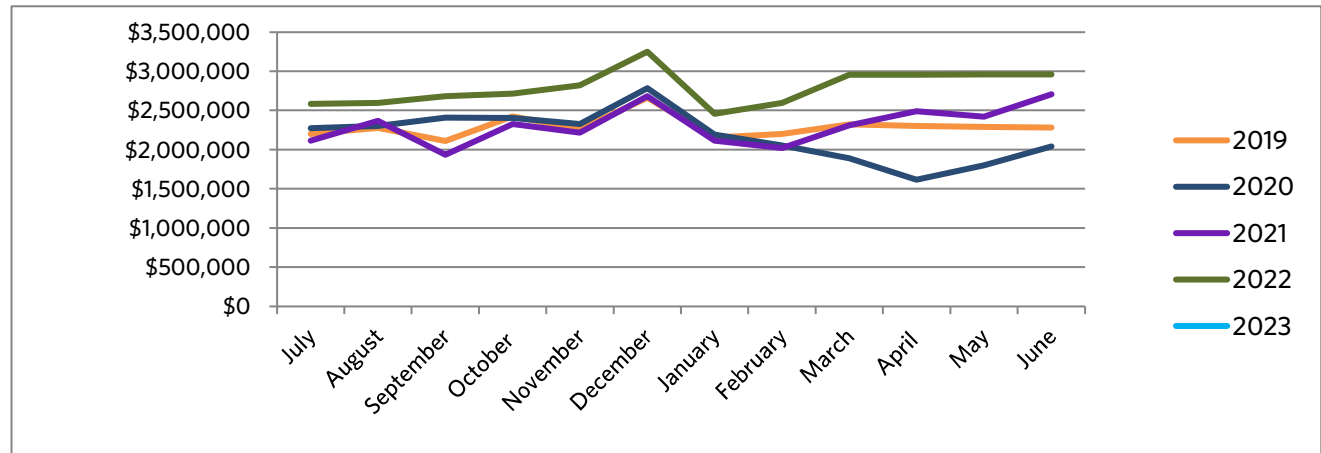
OPERATING ACCOUNT	\$13,728,737
COMMUNITY DEVELOPMENT ESCROW	2,743,759
POLICE - CUSTODIAL ESCROW	16,962
POLICE - FEDERAL FORFEITURE	95,299
POLICE - STATE SEIZED RESTRICTED	267,283
POLICE - STATE SEIZED UNRESTRICTED	144,569
POLICE - FEDERAL SEIZED TREASURY FUND	68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	78,570
HOTEL / MOTEL TAX ACCOUNT	437,627
COURT SERVICES	566,246
IMPACT FEE ACCOUNT	5,102,224
TREE FUND ACCOUNT	1,526,236
HOSPITALITY BOARD	1,725,257
TSPLOST FUND	61,976,223
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	108,631
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	1,519,375
PAC OPERATING & EVENTS ACCOUNT	2,836,547
TOTAL TRUIST	\$92,942,108

GEORGIA FUND ONE	\$97,440,166
FIRST HORIZON	1,250,000
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$98,690,408

TOTAL CASH AND CASH EQUIVALENTS	\$191,632,515
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**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 01, JULY FY 2023**

	2019 Collections	2020 Collections	2021 Collections	2022 Collections	2023 Collections	% Change from Prior Year
July	\$2,199,602	\$2,271,667	\$2,112,938	\$2,582,424		
August	2,275,504	2,300,996	2,364,510	2,595,359		
September	2,109,943	2,407,613	1,934,144	2,681,668		
October	2,423,979	2,401,716	2,325,366	2,712,731		
November	2,259,523	2,326,390	2,214,592	2,817,297		
December	2,663,619	2,782,971	2,681,846	3,248,894		
January	2,155,711	2,188,945	2,111,802	2,457,273		
February	2,197,080	2,051,568	2,020,770	2,595,963		
March	2,321,849	1,886,719	2,308,276	2,953,513		
April	2,299,086	1,615,942	2,489,800	2,954,959		
May	2,290,253	1,800,673	2,417,257	2,956,023		
June	2,279,757	2,040,463	2,705,025	2,958,293		
	\$27,475,907	\$26,075,662	\$27,686,326	\$33,514,398	\$0	



**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	34,213	34,213	42,500,000	0.08 %
100-0000-90-311310	MOTOR VEHICLE	-	-	80,000	- %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	-	-	3,750,000	- %
100-0000-90-311340	INTANGIBLES	-	-	900,000	- %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	-	-	650,000	- %
100-0000-90-311710	ELECTRIC FRANCHISE TAX	-	-	5,800,000	- %
100-0000-90-311730	GAS FRANCHISE TAX	228,080	228,080	700,000	32.58 %
100-0000-90-311750	CABLE TV FRANCHISE TAX	-	-	1,300,000	- %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	-	-	150,000	- %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	-	-	400,000	- %
100-0000-90-313100	LOCAL OPTION SALES TAX	-	-	26,500,000	- %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	-	-	1,000,000	- %
100-0000-90-314300	EXCISE MIXED DRINK TAX	247	247	500,000	0.05 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	127,229	127,229	9,750,000	1.30 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	-	-	50,000	- %
100-0000-90-316200	INSURANCE PREMIUM TAX	-	-	7,700,000	- %
TOTAL TAXES		389,769	389,769	101,730,000	0.38 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	14,113	14,113	700,000	2.02 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	8,067	8,067	90,000	8.96 %
100-0000-60-322210	PLANNING/ZONING FEES	4,823	4,823	100,000	4.82 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	20,479	20,479	250,000	8.19 %
100-0000-60-323120	BUILDING PERMITS	557,991	557,991	2,000,000	27.90 %
100-0000-60-323130	PLUMBING PERMITS	921	921	7,000	13.16 %
100-0000-60-323140	ELECTRICAL PERMITS	2,139	2,139	20,000	10.70 %
100-0000-60-323160	HVAC PERMITS	5,254	5,254	50,000	10.51 %
100-0000-60-323920	BLDG REINSPECTION FEE	275	275	5,000	5.50 %
TOTAL LICENSES & PERMITS		614,062	614,062	3,222,000	19.06 %
100-0000-60-341320	DEVELOPMENT IMPACT FEES	3,266	3,266	-	- %
100-0000-30-342900	FALSE ALARM FEES	-	-	20,000	- %
100-0000-30-342910	OTHER PUBLIC SAFETY FEES	15,000	15,000	-	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	11,760	11,760	141,120	8.33 %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	2,240	2,240	75,000	2.99 %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	2,985	2,985	50,000	5.97 %
100-0000-50-347900	SSTC CONTRACT	10,000	10,000	100,000	10.00 %
100-0000-50-347910	FACILITY RENTALS	11,645	11,645	100,000	11.65 %
TOTAL CHARGES & FEES		56,895	56,895	486,120	11.70 %
100-0000-20-351170	MUNICIPAL COURT	234,851	234,851	2,300,000	10.21 %
TOTAL FINES & FORFEITURES		234,851	234,851	2,300,000	10.21 %
100-0000-90-361000	INTEREST REVENUE	473	473	120,000	0.39 %
TOTAL INVESTMENT INCOME		473	473	120,000	0.39 %
100-0000-90-349900	OTHER CHGS FOR SERVICES	4,251	4,251	65,000	6.54 %
100-0000-40-381000	RENTAL REVENUE	39,018	39,018	275,000	14.19 %
100-0000-90-389000	MISCELLANEOUS REVENUE	2,757	2,757	100,000	2.76 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	6,785	6,785	40,000	16.96 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	-	-	70,000	- %
TOTAL MISCELLANEOUS		52,811	52,811	550,000	9.60 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	-	-	999,600	- %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	-	-	75,000	- %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	-	182,700	- %
100-0000-90-392100	SALE OF ASSETS	-	-	25,000	- %
	TOTAL OTHER FINANCING SOURCES	-	-	1,282,300	- %
100-0000-40-334100	STATE MATCHING GRANTS	148,557	148,557	-	- %
	TOTAL OTHER REVENUES	148,557	148,557	-	- %
	TOTAL REVENUES	\$1,497,418	\$1,497,418	\$109,690,420	1.37 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	-	-	148,000	- %
100-1310-10-512200	SOCIAL SECURITY	-	-	9,176	- %
100-1310-10-512300	MEDICARE	-	-	2,146	- %
100-1310-10-512600	UNEMPLOYMENT TAX	-	-	740	- %
100-1310-10-512700	WORKERS' COMPENSATION	117	117	296	39.40 %
Salaries & Benefits		117	117	160,358	0.07 %
100-1310-10-523200	COMMUNICATIONS	-	-	4,400	- %
100-1310-10-523500	TRAVEL	-	-	10,000	- %
100-1310-10-523600	DUES & FEES	-	-	43,000	- %
100-1310-10-523700	EDUCATION/TRAINING	-	-	5,000	- %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	170	170	3,000	5.66 %
100-1310-10-531300	HOSPITALITY	-	-	14,000	- %
Operations & Capital		170	170	79,400	0.21 %
TOTAL CITY COUNCIL		286	286	239,758	0.12 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	40,146	40,146	713,329	5.63 %
100-1320-10-511110	BONUSES	-	-	19,525	- %
100-1320-10-512101	HEALTH INSURANCE	4,482	4,482	63,986	7.00 %
100-1320-10-512102	DISABILITY INSURANCE	115	115	2,854	4.03 %
100-1320-10-512103	DENTAL INSURANCE	301	301	5,577	5.40 %
100-1320-10-512104	LIFE INSURANCE	267	267	6,883	3.88 %
100-1320-10-512200	SOCIAL SECURITY	1,618	1,618	44,226	3.66 %
100-1320-10-512300	MEDICARE	575	575	10,343	5.56 %
100-1320-10-512401	RETIREMENT 401A	5,522	5,522	102,779	5.37 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	2,247	2,247	34,295	6.55 %
100-1320-10-512600	UNEMPLOYMENT TAX	-	-	1,000	- %
100-1320-10-512700	WORKERS' COMPENSATION	514	514	1,427	36.00 %
Salaries & Benefits		55,785	55,785	1,006,224	5.54 %
100-1320-10-523200	COMMUNICATIONS	-	-	5,040	- %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	722	722	6,200	11.65 %
100-1320-10-523600	DUES & FEES	5,016	5,016	13,790	36.37 %
100-1320-10-523700	EDUCATION/TRAINING	1,680	1,680	10,495	16.01 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	291	291	5,000	5.81 %
100-1320-10-531300	HOSPITALITY	326	326	4,000	8.16 %
Operations & Capital		8,035	8,035	45,025	17.85 %
TOTAL CITY MANAGER		63,820	63,820	1,051,249	6.07 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	13,542	13,542	312,825	4.33 %
100-1330-10-511110	BONUSES	-	-	10,275	- %
100-1330-10-512101	HEALTH INSURANCE	3,526	3,526	54,513	6.47 %
100-1330-10-512102	DISABILITY INSURANCE	49	49	2,284	2.14 %
100-1330-10-512103	DENTAL INSURANCE	210	210	3,901	5.37 %
100-1330-10-512104	LIFE INSURANCE	100	100	2,213	4.50 %
100-1330-10-512200	SOCIAL SECURITY	773	773	19,395	3.98 %
100-1330-10-512300	MEDICARE	181	181	4,536	3.98 %
100-1330-10-512401	RETIREMENT 401A	1,372	1,372	37,539	3.65 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	677	677	15,641	4.33 %
100-1330-10-512600	UNEMPLOYMENT TAX	-	-	1,000	- %
100-1330-10-512700	WORKERS' COMPENSATION	261	261	626	41.77 %
Salaries & Benefits		20,690	20,690	464,748	4.45 %
100-1330-10-521300	TECHNICAL SERVICES	44,824	44,824	57,900	77.42 %
100-1330-10-523200	COMMUNICATIONS	-	-	2,200	- %
100-1330-10-523300	ADVERTISING	-	-	2,000	- %
100-1330-10-523400	PRINTING & BINDING	-	-	10,000	- %
100-1330-10-523500	TRAVEL	-	-	3,500	- %
100-1330-10-523600	DUES & FEES	1,380	1,380	2,250	61.33 %
100-1330-10-523700	EDUCATION/TRAINING	900	900	3,450	26.09 %
100-1330-10-523900	CONTRACTUAL SERVICES	40	40	20,000	0.20 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	779	779	1,500	51.95 %
100-1330-10-531270	GASOLINE	-	-	1,000	- %
100-1330-10-531300	HOSPITALITY	156	156	500	31.10 %
Operations & Capital		48,080	48,080	104,300	46.10 %
TOTAL CITY CLERK		68,769	68,769	569,048	12.08 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	80,925	80,925	1,680,054	4.82 %
100-1500-10-511110	BONUSES	-	-	37,850	- %
100-1500-10-512101	HEALTH INSURANCE	12,922	12,922	201,913	6.40 %
100-1500-10-512102	DISABILITY INSURANCE	492	492	11,988	4.10 %
100-1500-10-512103	DENTAL INSURANCE	615	615	10,152	6.06 %
100-1500-10-512104	LIFE INSURANCE	1,006	1,006	13,280	7.58 %
100-1500-10-512200	SOCIAL SECURITY	4,893	4,893	104,163	4.70 %
100-1500-10-512300	MEDICARE	1,144	1,144	24,361	4.70 %
100-1500-10-512401	RETIREMENT 401A	7,591	7,591	201,606	3.77 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	3,616	3,616	84,003	4.30 %
100-1500-10-512600	UNEMPLOYMENT TAX	-	-	2,000	- %
100-1500-10-512700	WORKERS' COMPENSATION	2,247	2,247	4,200	53.50 %
Salaries & Benefits		115,452	115,452	2,375,570	4.86 %
100-1500-10-521200	PROFESSIONAL SERVICES	-	-	25,000	- %
100-1500-10-521210	PROF SVCS-AUDIT	5,000	5,000	70,000	7.14 %
100-1500-10-521300	TECHNICAL SERVICES	123,447	123,447	185,000	66.73 %
100-1500-10-523200	COMMUNICATIONS	-	-	6,000	- %
100-1500-10-523300	ADVERTISING	-	-	10,000	- %
100-1500-10-523400	PRINTING & BINDING	-	-	3,000	- %
100-1500-10-523500	TRAVEL	-	-	7,000	- %
100-1500-10-523600	DUES & FEES	735	735	9,134	8.05 %
100-1500-10-523700	EDUCATION/TRAINING	598	598	15,000	3.99 %
100-1500-10-523900	CONTRACTUAL SERVICES	396	396	15,000	2.64 %
100-1500-10-523950	MERCHANT SVCS CHARGES	-	-	292	- %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	149	149	7,500	1.99 %
100-1500-10-531300	HOSPITALITY	82	82	1,500	5.46 %
100-1500-10-531750	UNIFORMS	-	-	1,000	- %
100-1500-10-542400	COMPUTER EQUIPMENT	-	-	7,000	- %
Operations & Capital		130,407	130,407	362,426	35.98 %
TOTAL FINANCE		245,859	245,859	2,737,996	8.98 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-511100	SALARIES	-	-	203,750	- %
100-1530-10-511110	BONUSES	-	-	3,050	- %
100-1530-10-512101	HEALTH INSURANCE	-	-	40,791	- %
100-1530-10-512102	DISABILITY INSURANCE	-	-	1,142	- %
100-1530-10-512103	DENTAL INSURANCE	-	-	2,371	- %
100-1530-10-512104	LIFE INSURANCE	-	-	1,710	- %
100-1530-10-512200	SOCIAL SECURITY	-	-	12,633	- %
100-1530-10-512300	MEDICARE	-	-	2,954	- %
100-1530-10-512401	401A RETIREMENT	(185)	(185)	24,450	(0.76%)
100-1530-10-512402	401A RETIREMENT-457 MATCH	-	-	10,188	- %
100-1530-10-512600	UNEMPLOYMENT TAX	-	-	200	- %
100-1530-10-512700	WORKERS' COMPENSATION	219	219	408	53.60 %
Salaries & Benefits		33	33	303,647	0.01 %
100-1530-10-521250	PROF SVCS-LEGAL	28,579	28,579	485,000	5.89 %
100-1530-10-521255	PROF SVCS-LITIGATION	53,830	53,830	450,000	11.96 %
Operations & Capital		82,409	82,409	935,000	8.81 %
TOTAL LEGAL SERVICES		82,443	82,443	1,238,647	6.66 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	73,282	73,282	1,506,827	4.86 %
100-1535-10-511110	BONUSES	-	-	32,550	- %
100-1535-10-512101	HEALTH INSURANCE	15,214	15,214	202,233	7.52 %
100-1535-10-512102	DISABILITY INSURANCE	308	308	9,705	3.17 %
100-1535-10-512103	DENTAL INSURANCE	721	721	10,528	6.85 %
100-1535-10-512104	LIFE INSURANCE	630	630	11,236	5.61 %
100-1535-10-512200	SOCIAL SECURITY	4,329	4,329	93,423	4.63 %
100-1535-10-512300	MEDICARE	1,012	1,012	21,849	4.63 %
100-1535-10-512401	401A RETIREMENT	7,256	7,256	180,819	4.01 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	3,613	3,613	75,341	4.80 %
100-1535-10-512600	UNEMPLOYMENT TAX	-	-	1,350	- %
100-1535-10-512700	WORKERS' COMPENSATION	1,887	1,887	3,767	50.09 %
Salaries & Benefits		108,252	108,252	2,149,628	5.04 %
100-1535-10-521300	TECHNICAL SERVICES	335,521	335,521	777,500	43.15 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	62,517	62,517	243,000	25.73 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	-	-	92,000	- %
100-1535-10-523200	COMMUNICATIONS	-	-	11,200	- %
100-1535-10-523500	TRAVEL	1,073	1,073	7,000	15.33 %
100-1535-10-523600	DUES & FEES	160	160	6,000	2.67 %
100-1535-10-523700	EDUCATION/TRAINING	786	786	14,000	5.61 %
100-1535-10-523900	CONTRACTUAL SERVICES	-	-	15,000	- %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	155	155	5,500	2.81 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	1,284	1,284	30,000	4.28 %
100-1535-10-531750	UNIFORMS	-	-	1,500	- %
100-1535-10-542400	COMPUTER EQUIPMENT	-	-	10,000	- %
Operations & Capital		401,496	401,496	1,212,700	33.11 %
TOTAL INFORMATION SERVICES		509,748	509,748	3,362,328	15.16 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	20,032	20,032	373,080	5.37 %
100-1540-10-511110	BONUSES	-	-	11,800	- %
100-1540-10-512101	HEALTH INSURANCE	6,178	6,178	75,844	8.15 %
100-1540-10-512102	DISABILITY INSURANCE	91	91	2,284	4.00 %
100-1540-10-512103	DENTAL INSURANCE	308	308	3,994	7.72 %
100-1540-10-512104	LIFE INSURANCE	187	187	2,632	7.10 %
100-1540-10-512200	SOCIAL SECURITY	1,198	1,198	23,131	5.18 %
100-1540-10-512300	MEDICARE	280	280	5,410	5.18 %
100-1540-10-512401	401A RETIREMENT	2,242	2,242	44,770	5.01 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	834	834	18,654	4.47 %
100-1540-10-512600	UNEMPLOYMENT TAX	-	-	750	- %
100-1540-10-512700	WORKERS' COMPENSATION	248	248	746	33.22 %
Salaries & Benefits		31,599	31,599	563,095	5.61 %
100-1540-10-521200	PROFESSIONAL SERVICES	11,632	11,632	209,250	5.56 %
100-1540-10-523200	COMMUNICATIONS	-	-	1,500	- %
100-1540-10-523500	TRAVEL	-	-	5,000	- %
100-1540-10-523600	DUES & FEES	50	50	2,600	1.92 %
100-1540-10-523700	EDUCATION/TRAINING	-	-	6,995	- %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	15	15	3,000	0.50 %
100-1540-10-531300	HOSPITALITY	-	-	10,000	- %
Operations & Capital		11,697	11,697	238,345	4.91 %
TOTAL HUMAN RESOURCES		43,296	43,296	801,440	5.40 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	59,984	59,984	1,261,643	4.75 %
100-1565-10-511110	BONUSES	-	-	36,525	- %
100-1565-10-512101	HEALTH INSURANCE	14,790	14,790	197,968	7.47 %
100-1565-10-512102	DISABILITY INSURANCE	371	371	9,705	3.83 %
100-1565-10-512103	DENTAL INSURANCE	677	677	10,265	6.60 %
100-1565-10-512104	LIFE INSURANCE	741	741	10,220	7.25 %
100-1565-10-512200	SOCIAL SECURITY	3,620	3,620	78,222	4.63 %
100-1565-10-512300	MEDICARE	847	847	18,294	4.63 %
100-1565-10-512401	401A RETIREMENT	5,666	5,666	151,397	3.74 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	2,764	2,764	63,082	4.38 %
100-1565-10-512600	UNEMPLOYMENT TAX	26	26	2,000	1.30 %
100-1565-10-512700	WORKERS' COMPENSATION	4,519	4,519	12,616	35.82 %
Salaries & Benefits		94,006	94,006	1,851,937	5.08 %
100-1565-10-521200	PROFESSIONAL SERVICES	3,088	3,088	39,796	7.76 %
100-1565-10-521300	TECHNICAL SERVICES	72,320	72,320	104,587	69.15 %
100-1565-10-522100	CLEANING SERVICES	1,500	1,500	372,880	0.40 %
100-1565-10-522110	GARBAGE DISPOSAL	-	-	83,000	- %
100-1565-10-522210	REP & MAINT-EQUIPMENT	58,245	58,245	400,550	14.54 %
100-1565-10-522220	REP & MAINT-BUILDINGS	132,877	132,877	960,634	13.83 %
100-1565-10-522310	BUILDING OPERATING LEASE	26,639	26,639	325,000	8.20 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	-	-	34,000	- %
100-1565-10-523200	COMMUNICATIONS	-	-	9,990	- %
100-1565-10-523250	POSTAGE	-	-	39,000	- %
100-1565-10-523700	EDUCATION/TRAINING	-	-	15,500	- %
100-1565-10-523900	CONTRACTUAL SERVICES	-	-	334,887	- %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	5,564	5,564	150,000	3.71 %
100-1565-10-531210	WATER	53,393	53,393	321,200	16.62 %
100-1565-10-531220	NATURAL GAS	288	288	86,126	0.33 %
100-1565-10-531230	ELECTRICITY	-	-	690,300	- %
100-1565-10-531270	GASOLINE	-	-	50,000	- %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	735	735	10,000	7.35 %
100-1565-10-531750	UNIFORMS	677	677	12,000	5.64 %
100-1565-10-541200	SITE IMPROVEMENTS	-	-	200,000	- %
100-1565-10-542400	COMPUTER EQUIPMENT	-	-	22,500	- %
100-1565-10-579000	CONTINGENCIES	-	-	100,000	- %
Operations & Capital		355,327	355,327	4,361,950	8.15 %
TOTAL FACILITIES MANAGEMENT		449,332	449,332	6,213,887	7.23 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	32,370	32,370	683,034	4.74 %
100-1570-10-511110	BONUSES	-	-	16,075	- %
100-1570-10-512101	HEALTH INSURANCE	5,601	5,601	77,199	7.26 %
100-1570-10-512102	DISABILITY INSURANCE	188	188	3,996	4.70 %
100-1570-10-512103	DENTAL INSURANCE	352	352	5,060	6.95 %
100-1570-10-512104	LIFE INSURANCE	365	365	5,163	7.06 %
100-1570-10-512200	SOCIAL SECURITY	1,969	1,969	42,348	4.65 %
100-1570-10-512300	MEDICARE	461	461	9,904	4.65 %
100-1570-10-512401	401A RETIREMENT	3,260	3,260	81,964	3.98 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	1,619	1,619	34,152	4.74 %
100-1570-10-512600	UNEMPLOYMENT TAX	-	-	1,000	- %
100-1570-10-512700	WORKERS' COMPENSATION	965	965	2,049	47.10 %
Salaries & Benefits		47,149	47,149	961,944	4.90 %
100-1570-10-521200	PROF SERV - PUBLIC RELATIONS	-	-	117,500	- %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	-	-	604,000	- %
100-1570-10-523200	COMMUNICATIONS	-	-	5,566	- %
100-1570-10-523300	ADVERTISING	13,296	13,296	25,000	53.18 %
100-1570-10-523400	PRINTING & BINDING	-	-	7,500	- %
100-1570-10-523500	TRAVEL	265	265	2,250	11.79 %
100-1570-10-523600	DUES & FEES	50	50	2,250	2.22 %
100-1570-10-523700	EDUCATION/TRAINING	695	695	5,250	13.24 %
100-1570-10-523900	CONTRACTUAL SERVICES	369	369	40,560	0.91 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	282	282	189,249	0.15 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	-	-	10,000	- %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	-	-	5,000	- %
100-1570-10-542400	COMPUTER EQUIPMENT	-	-	22,750	- %
Operations & Capital		14,957	14,957	1,037,375	1.44 %
TOTAL COMMUNICATIONS		62,106	62,106	1,999,319	3.11 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
GENERAL ADMINISTRATION EXPENDITURES					
100-1595-10-51110	BONUSES	20,000	20,000	-	- %
100-1595-10-511200	PART-TIME/TEMP EMPLOYEES	-	-	50,000	- %
100-1595-10-512200	SOCIAL SECURITY	-	-	3,100	- %
100-1595-10-512300	MEDICARE	-	-	725	- %
100-1595-10-512500	TUITION REIMBURSEMENT	-	-	50,000	- %
100-1595-10-512600	UNEMPLOYMENT TAX	-	-	250	- %
100-1595-10-512700	WORKERS' COMPENSATION	-	-	50	- %
Salaries & Benefits		20,000	20,000	104,125	19.21 %
100-1595-10-521200	PROFESSIONAL SERVICES	1,916	1,916	285,000	0.67 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	10,625	10,625	537,500	1.98 %
100-1595-10-523100	PROPERTY & LIABILITY INS	84,000	84,000	1,440,069	5.83 %
100-1595-10-523200	COMMUNICATIONS	5,881	5,881	145,200	4.05 %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	-	-	75,000	- %
100-1595-10-531270	GASOLINE	-	-	10,000	- %
100-1595-10-579000	CONTINGENCIES	-	-	300,000	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	-	-	150,000	- %
Operations & Capital		102,422	102,422	2,942,769	3.48 %
TOTAL GENERAL ADMINISTRATION		122,422	122,422	3,046,894	4.02 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	36,023	36,023	638,375	5.64 %
100-2650-20-511110	BONUSES	-	-	17,900	- %
100-2650-20-512101	HEALTH INSURANCE	6,234	6,234	112,351	5.55 %
100-2650-20-512102	DISABILITY INSURANCE	96	96	5,709	1.68 %
100-2650-20-512103	DENTAL INSURANCE	311	311	5,683	5.46 %
100-2650-20-512104	LIFE INSURANCE	179	179	4,392	4.08 %
100-2650-20-512200	SOCIAL SECURITY	2,179	2,179	39,579	5.51 %
100-2650-20-512300	MEDICARE	510	510	9,256	5.51 %
100-2650-20-512401	RETIREMENT 401A	2,809	2,809	76,605	3.67 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	964	964	31,919	3.02 %
100-2650-20-512600	UNEMPLOYMENT TAX	55	55	2,000	2.76 %
100-2650-20-512700	WORKERS' COMPENSATION	2,572	2,572	4,469	57.55 %
Salaries & Benefits		51,932	51,932	948,238	5.48 %
100-2650-20-521260	PROF SVCS-COURT	13,442	13,442	515,000	2.61 %
100-2650-20-521300	TECHNICAL SERVICES	24,325	24,325	58,000	41.94 %
100-2650-20-523200	COMMUNICATIONS	-	-	6,240	- %
100-2650-20-523300	ADVERTISING	-	-	1,800	- %
100-2650-20-523400	PRINTING & BINDING	-	-	2,000	- %
100-2650-20-523500	TRAVEL	482	482	7,000	6.89 %
100-2650-20-523600	DUES & FEES	-	-	1,000	- %
100-2650-20-523700	EDUCATION/TRAINING	225	225	3,000	7.50 %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	-	-	3,200	- %
100-2650-20-531300	HOSPITALITY	-	-	1,500	- %
100-2650-20-531600	SMALL TOOLS & EQUIPMENT	-	-	3,000	- %
Operations & Capital		38,474	38,474	601,740	6.39 %
TOTAL MUNICIPAL COURT		90,406	90,406	1,549,978	5.83 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	749,400	749,400	13,619,399	5.50 %
100-3210-30-511110	BONUSES	7,571	7,571	530,000	1.43 %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	24,398	24,398	500,000	4.88 %
100-3210-30-511300	OVERTIME	71,991	71,991	800,000	9.00 %
100-3210-30-512101	HEALTH INSURANCE	139,726	139,726	1,747,762	7.99 %
100-3210-30-512102	DISABILITY INSURANCE	3,173	3,173	96,479	3.29 %
100-3210-30-512103	DENTAL INSURANCE	7,389	7,389	100,804	7.33 %
100-3210-30-512104	LIFE INSURANCE	6,539	6,539	103,922	6.29 %
100-3210-30-512200	SOCIAL SECURITY	51,372	51,372	844,403	6.08 %
100-3210-30-512300	MEDICARE	12,015	12,015	197,481	6.08 %
100-3210-30-512401	RETIREMENT 401A	73,091	73,091	1,634,328	4.47 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	34,065	34,065	680,970	5.00 %
100-3210-30-512600	UNEMPLOYMENT TAX	59	59	18,000	0.33 %
100-3210-30-512700	WORKERS' COMPENSATION	167,888	167,888	354,104	47.41 %
Salaries & Benefits		1,348,677	1,348,677	21,227,652	6.35 %
100-3210-30-521200	PROFESSIONAL SERVICES	5,561	5,561	147,160	3.78 %
100-3210-30-521270	JAIL SERVICES	-	-	425,000	- %
100-3210-30-521275	INMATE MEDICAL SERVICES	-	-	150,000	- %
100-3210-30-521300	TECHNICAL SERVICES	791,246	791,246	1,633,605	48.44 %
100-3210-30-522100	CLEANING SERVICES	7,008	7,008	84,100	8.33 %
100-3210-30-522110	GARBAGE DISPOSAL	227	227	2,100	10.79 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	408	408	40,000	1.02 %
100-3210-30-522220	REP & MAINT-BUILDINGS	748	748	17,500	4.27 %
100-3210-30-522230	REP & MAINT-VEHICLES	12,859	12,859	450,000	2.86 %
100-3210-30-522310	BUILDING OPERATING LEASE	58,353	58,353	679,000	8.59 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	-	-	2,000	- %
100-3210-30-523200	COMMUNICATIONS	7,961	7,961	242,992	3.28 %
100-3210-30-523250	POSTAGE	47	47	3,000	1.57 %
100-3210-30-523300	ADVERTISING	(313)	(313)	20,000	(1.56%)
100-3210-30-523400	PRINTING & BINDING	126	126	7,500	1.68 %
100-3210-30-523500	TRAVEL	1,763	1,763	60,000	2.94 %
100-3210-30-523600	DUES & FEES	844	844	20,800	4.06 %
100-3210-30-523700	EDUCATION/TRAINING	12,014	12,014	175,500	6.85 %
100-3210-30-523900	CONTRACTUAL SERVICES	-	-	7,500	- %
100-3210-30-523950	MERCHANT SVCS CHARGES	-	-	2,500	- %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	7,237	7,237	60,000	12.06 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	97	97	2,000	4.85 %
100-3210-30-531220	NATURAL GAS	-	-	17,000	- %
100-3210-30-531230	ELECTRICITY	-	-	55,000	- %
100-3210-30-531270	GASOLINE	-	-	785,000	- %
100-3210-30-531300	HOSPITALITY	761	761	30,000	2.54 %
100-3210-30-531600	POLICE EQUIPMENT	1,438	1,438	375,000	0.38 %
100-3210-30-531750	UNIFORMS	942	942	249,130	0.38 %
100-3210-30-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		909,327	909,327	5,798,387	15.68 %
TOTAL POLICE		2,258,003	2,258,003	27,026,039	8.35 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	499,024	499,024	8,677,789	5.75 %
100-3510-30-511110	BONUSES	-	-	207,700	- %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	8,282	8,282	150,000	5.52 %
100-3510-30-511300	OVERTIME	28,702	28,702	415,000	6.92 %
100-3510-30-512101	HEALTH INSURANCE	128,881	128,881	1,592,560	8.09 %
100-3510-30-512102	DISABILITY INSURANCE	71,922	71,922	66,793	107.68 %
100-3510-30-512103	DENTAL INSURANCE	6,063	6,063	79,709	7.61 %
100-3510-30-512104	LIFE INSURANCE	4,416	4,416	66,977	6.59 %
100-3510-30-512200	SOCIAL SECURITY	31,578	31,578	538,023	5.87 %
100-3510-30-512300	MEDICARE	7,385	7,385	125,828	5.87 %
100-3510-30-512401	RETIREMENT 401A	48,823	48,823	1,041,335	4.69 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	21,746	21,746	433,889	5.01 %
100-3510-30-512600	UNEMPLOYMENT TAX	64	64	15,000	0.43 %
100-3510-30-512700	WORKERS' COMPENSATION	61,320	61,320	173,556	35.33 %
Salaries & Benefits		918,206	918,206	13,584,159	6.76 %
100-3510-30-521200	PROFESSIONAL SERVICES	-	-	14,300	- %
100-3510-30-521300	TECHNICAL SERVICES	71,037	71,037	137,645	51.61 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	474	474	66,500	0.71 %
100-3510-30-522220	REP & MAINT-BUILDINGS	11,796	11,796	60,300	19.56 %
100-3510-30-522230	REP & MAINT-VEHICLES	2,312	2,312	257,000	0.90 %
100-3510-30-523200	COMMUNICATIONS	115	115	53,000	0.22 %
100-3510-30-523400	PRINTING & BINDING	-	-	3,800	- %
100-3510-30-523500	TRAVEL	1,388	1,388	48,000	2.89 %
100-3510-30-523600	DUES & FEES	6,457	6,457	12,000	53.81 %
100-3510-30-523700	EDUCATION/TRAINING	11,934	11,934	76,000	15.70 %
100-3510-30-523900	CONTRACTUAL SERVICES	13,696	13,696	154,000	8.89 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	6,929	6,929	82,500	8.40 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	1,221	1,221	130,000	0.94 %
100-3510-30-531210	WATER	1,593	1,593	25,000	6.37 %
100-3510-30-531220	NATURAL GAS	721	721	35,000	2.06 %
100-3510-30-531230	ELECTRICITY	-	-	52,000	- %
100-3510-30-531270	GASOLINE	20,339	20,339	315,000	6.46 %
100-3510-30-531300	HOSPITALITY	982	982	14,560	6.74 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	5,584	5,584	70,000	7.98 %
100-3510-30-531750	UNIFORMS	6,338	6,338	138,000	4.59 %
100-3510-30-542400	COMPUTER EQUIPMENT	-	-	3,000	- %
100-3510-30-579000	CONTINGENCIES	-	-	50,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	-	-	1,078,929	- %
100-3510-30-582200	CAPITAL LEASE INTEREST	-	-	91,277	- %
Operations & Capital		162,914	162,914	2,967,811	5.49 %
TOTAL FIRE		1,081,120	1,081,120	16,551,970	6.53 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	5,887	5,887	108,735	5.41 %
100-3810-30-511110	BONUSES	-	-	1,525	- %
100-3810-30-512101	HEALTH INSURANCE	568	568	6,897	8.24 %
100-3810-30-512102	DISABILITY INSURANCE	19	19	571	3.30 %
100-3810-30-512103	DENTAL INSURANCE	26	26	343	7.72 %
100-3810-30-512104	LIFE INSURANCE	38	38	847	4.54 %
100-3810-30-512200	SOCIAL SECURITY	361	361	6,742	5.36 %
100-3810-30-512300	MEDICARE	84	84	1,577	5.36 %
100-3810-30-512401	401A RETIREMENT	610	610	13,048	4.68 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	-	-	5,437	- %
100-3810-30-512600	UNEMPLOYMENT TAX	-	-	109	- %
100-3810-30-512700	WORKERS' COMPENSATION	55	55	217	25.53 %
Salaries & Benefits		7,651	7,651	146,048	5.24 %
100-3810-30-521200	PROFESSIONAL SERVICES	65,000	65,000	260,000	25.00 %
100-3810-30-521300	TECHNICAL SERVICES	3,403	3,403	8,200	41.50 %
100-3810-30-522210	REP & MAINT-EQUIPMENT	-	-	5,000	- %
100-3810-30-523200	COMMUNICATIONS	180	180	2,400	7.49 %
100-3810-30-523500	TRAVEL	-	-	5,500	- %
100-3810-30-523700	EDUCATION/TRAINING	-	-	1,000	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	141	141	30,000	0.47 %
100-3810-30-531102	EMERGENCY EVENT RESPONSE	-	-	100,000	- %
100-3810-30-531600	SMALL TOOLS & EQUIPMENT	-	-	18,500	- %
100-3810-30-542100	MACHINERY & EQUIPMENT	-	-	10,000	- %
100-3810-30-572000	PAYMENTS TO OTHER AGENCIES	228,949	228,949	675,000	33.92 %
100-3810-30-579000	CONTINGENCY	-	-	50,000	- %
Operations & Capital		297,674	297,674	1,165,600	25.54 %
TOTAL EMERGENCY MANAGEMENT		305,324	305,324	1,311,648	23.28 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	165,092	165,092	2,966,437	5.57 %
100-4100-40-511110	BONUSES	-	-	55,425	- %
100-4100-40-512101	HEALTH INSURANCE	33,334	33,334	392,236	8.50 %
100-4100-40-512102	DISABILITY INSURANCE	1,031	1,031	19,410	5.31 %
100-4100-40-512103	DENTAL INSURANCE	1,696	1,696	22,123	7.67 %
100-4100-40-512104	LIFE INSURANCE	2,029	2,029	22,526	9.01 %
100-4100-40-512200	SOCIAL SECURITY	9,919	9,919	183,919	5.39 %
100-4100-40-512300	MEDICARE	2,320	2,320	43,013	5.39 %
100-4100-40-512401	401A RETIREMENT	14,827	14,827	355,972	4.17 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	7,020	7,020	148,322	4.73 %
100-4100-40-512600	UNEMPLOYMENT TAX	77	77	3,200	2.41 %
100-4100-40-512700	WORKERS' COMPENSATION	19,002	19,002	35,597	53.38 %
Salaries & Benefits		256,346	256,346	4,248,180	6.03 %
100-4100-40-521200	PROFESSIONAL SERVICES	-	-	70,000	- %
100-4100-40-521300	TECHNICAL SERVICES	146,105	146,105	283,426	51.55 %
100-4100-40-522230	REP & MAINT-VEHICLES	968	968	18,000	5.38 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	565	565	75,000	0.75 %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	-	25,000	- %
100-4100-40-522270	SIDEWALK MAINTENANCE	-	-	75,000	- %
100-4100-40-522280	FIBER MAINTENANCE	-	-	75,000	- %
100-4100-40-523200	COMMUNICATIONS	-	-	44,444	- %
100-4100-40-523500	TRAVEL	873	873	17,500	4.99 %
100-4100-40-523600	DUES & FEES	162	162	7,000	2.31 %
100-4100-40-523700	EDUCATION/TRAINING	646	646	25,000	2.58 %
100-4100-40-523900	CONTRACTUAL SERVICES	6,796	6,796	5,350,000	0.13 %
100-4100-40-523900 REMVL	CONTRACTUAL SERVICES	25,620	25,620	350,000	7.32 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	362	362	64,000	0.57 %
100-4100-40-531235	STREET LIGHTS	-	-	1,575,000	- %
100-4100-40-531270	GASOLINE	-	-	45,000	- %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	230	230	41,000	0.56 %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	-	5,000	- %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	-	-	200,000	- %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	-	-	33,000	- %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	8,285	8,285	300,000	2.76 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	413	413	41,000	1.01 %
100-4100-40-531750	UNIFORMS	1,138	1,138	8,400	13.55 %
100-4100-40-542100	MACHINERY & EQUIPMENT	-	-	125,000	- %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	-	-	175,000	- %
100-4100-40-579000	CONTINGENCIES	-	-	200,000	- %
Operations & Capital		192,162	192,162	9,227,770	2.08 %
TOTAL PUBLIC WORKS		448,508	448,508	13,475,950	3.33 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	8,017	8,017	138,795	5.78 %
100-4900-10-511110	BONUSES	-	-	4,275	- %
100-4900-10-512101	HEALTH INSURANCE	1,658	1,658	11,643	14.24 %
100-4900-10-512102	DISABILITY INSURANCE	38	38	1,142	3.36 %
100-4900-10-512103	DENTAL INSURANCE	60	60	563	10.69 %
100-4900-10-512104	LIFE INSURANCE	79	79	1,032	7.61 %
100-4900-10-512200	SOCIAL SECURITY	471	471	8,605	5.48 %
100-4900-10-512300	MEDICARE	110	110	2,013	5.48 %
100-4900-10-512401	401A RETIREMENT	822	822	16,655	4.93 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	397	397	6,940	5.71 %
100-4900-10-512600	UNEMPLOYMENT TAX	-	-	694	- %
100-4900-10-512700	WORKERS' COMPENSATION	77	77	278	27.62 %
Salaries & Benefits		11,729	11,729	192,635	6.09 %
100-4900-10-521200	PROFESSIONAL SERVICES	35,352	35,352	130,000	27.19 %
100-4900-10-521300	TECHNICAL SERVICES	-	-	20,000	- %
100-4900-10-523200	COMMUNICATIONS	-	-	1,000	- %
100-4900-10-523700	EDUCATION/TRAINING	-	-	1,500	- %
100-4900-10-531100	GENERAL SUPPLIES & MATLS	-	-	3,500	- %
100-4900-10-531270	GASOLINE	-	-	10,000	- %
100-4900-10-531750	UNIFORMS	-	-	500	- %
Operations & Capital		35,352	35,352	166,500	21.23 %
TOTAL FLEET MANAGEMENT		47,080	47,080	359,135	13.11 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	51,940	51,940	934,469	5.56 %
100-6110-50-511110	BONUSES	-	-	27,675	- %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	13,817	13,817	250,000	5.53 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	4,801	4,801	145,000	3.31 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	10,427	10,427	95,000	10.98 %
100-6110-50-512101	HEALTH INSURANCE	6,896	6,896	142,280	4.85 %
100-6110-50-512102	DISABILITY INSURANCE	207	207	7,421	2.79 %
100-6110-50-512103	DENTAL INSURANCE	258	258	6,903	3.74 %
100-6110-50-512104	LIFE INSURANCE	424	424	7,987	5.31 %
100-6110-50-512200	SOCIAL SECURITY	4,958	4,958	57,937	8.56 %
100-6110-50-512300	MEDICARE	1,159	1,159	13,550	8.56 %
100-6110-50-512401	401A RETIREMENT	4,348	4,348	112,136	3.88 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	2,190	2,190	46,723	4.69 %
100-6110-50-512600	UNEMPLOYMENT TAX	201	201	2,500	8.04 %
100-6110-50-512700	WORKERS' COMPENSATION	9,524	9,524	18,689	50.96 %
Salaries & Benefits		111,151	111,151	1,868,270	5.95 %
100-6110-50-521300	TECHNICAL SERVICES	14,818	14,818	14,818	100.00 %
100-6110-50-522100	CLEANING SERVICES	8,920	8,920	110,000	8.11 %
100-6110-50-522220	REP & MAINT-BUILDINGS	2,686	2,686	10,000	26.86 %
100-6110-50-522230	REP & MAINT-VEHICLES	150	150	8,000	1.88 %
100-6110-50-522240	REP & MAINT-PARKS	13,553	13,553	443,000	3.06 %
100-6110-50-523200	COMMUNICATIONS	329	329	17,005	1.93 %
100-6110-50-523500	TRAVEL	-	-	7,000	- %
100-6110-50-523600	DUES & FEES	80	80	5,000	1.60 %
100-6110-50-523700	EDUCATION/TRAINING	-	-	6,000	- %
100-6110-50-523900	CONTRACTUAL SERVICES	4,810	4,810	850,000	0.57 %
100-6110-50-523950	MERCHANT SVCS CHARGES	1,447	1,447	12,500	11.58 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	30	30	8,000	0.38 %
100-6110-50-531102	PROGRAM SUPPLIES	6,119	6,119	70,000	8.74 %
100-6110-50-531210	WATER	6,565	6,565	66,500	9.87 %
100-6110-50-531220	NATURAL GAS	80	80	13,500	0.60 %
100-6110-50-531230	ELECTRICITY	-	-	162,245	- %
100-6110-50-531270	GASOLINE	1,367	1,367	30,000	4.56 %
100-6110-50-531300	HOSPITALITY	-	-	2,000	- %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	884	884	50,000	1.77 %
100-6110-50-531750	UNIFORMS	-	-	4,000	- %
100-6110-50-541200	SITE IMPROVEMENTS	-	-	50,000	- %
100-6110-50-542100	MACHINERY & EQUIPMENT	-	-	112,500	- %
100-6110-50-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		61,838	61,838	2,102,068	2.94 %
TOTAL PARKS & RECREATION		172,988	172,988	3,970,338	4.36 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	160,006	160,006	3,295,772	4.85 %
100-7450-60-511110	BONUSES	-	-	75,875	- %
100-7450-60-512101	HEALTH INSURANCE	36,433	36,433	585,081	6.23 %
100-7450-60-512102	DISABILITY INSURANCE	772	772	25,119	3.07 %
100-7450-60-512103	DENTAL INSURANCE	1,440	1,440	28,636	5.03 %
100-7450-60-512104	LIFE INSURANCE	1,508	1,508	25,978	5.80 %
100-7450-60-512200	SOCIAL SECURITY	9,526	9,526	204,338	4.66 %
100-7450-60-512300	MEDICARE	2,228	2,228	47,789	4.66 %
100-7450-60-512401	401A RETIREMENT	14,965	14,965	395,493	3.78 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	6,786	6,786	164,789	4.12 %
100-7450-60-512600	UNEMPLOYMENT TAX	49	49	4,000	1.22 %
100-7450-60-512700	WORKERS' COMPENSATION	15,990	15,990	19,775	80.86 %
Salaries & Benefits		249,701	249,701	4,872,645	5.12 %
100-7450-60-521200	PROFESSIONAL SERVICES	4,551	4,551	300,000	1.52 %
100-7450-60-521300	TECHNICAL SERVICES	112,563	112,563	231,500	48.62 %
100-7450-60-522230	REP & MAINT-VEHICLES	139	139	15,000	0.93 %
100-7450-60-523200	COMMUNICATIONS	-	-	30,250	- %
100-7450-60-523300	ADVERTISING	-	-	20,000	- %
100-7450-60-523500	TRAVEL	-	-	13,000	- %
100-7450-60-523600	DUES & FEES	1,437	1,437	12,000	11.97 %
100-7450-60-523700	EDUCATION/TRAINING	4,613	4,613	20,000	23.06 %
100-7450-60-523900	CONTRACTUAL SERVICES	-	-	120,000	- %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	56	56	30,000	0.19 %
100-7450-60-531270	GASOLINE	-	-	45,000	- %
100-7450-60-531300	HOSPITALITY	1,045	1,045	10,000	10.45 %
100-7450-60-531750	UNIFORMS	56	56	12,000	0.46 %
100-7450-60-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		124,460	124,460	908,750	13.70 %
TOTAL COMMUNITY DEVELOPMENT		374,162	374,162	5,781,395	6.47 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ECONOMIC DEVELOPMENT EXPENDITURES					
100-7520-60-511100	SALARIES	4,906	4,906	264,683	1.85 %
100-7520-60-511110	BONUSES	-	-	2,750	- %
100-7520-60-512101	HEALTH INSURANCE	568	568	6,897	8.24 %
100-7520-60-512102	DISABILITY INSURANCE	17	17	1,142	1.53 %
100-7520-60-512103	DENTAL INSURANCE	17	17	220	7.72 %
100-7520-60-512104	LIFE INSURANCE	36	36	602	5.95 %
100-7520-60-512200	SOCIAL SECURITY	295	295	16,410	1.80 %
100-7520-60-512300	MEDICARE	69	69	3,838	1.80 %
100-7520-60-512401	401A RETIREMENT	371	371	31,762	1.17 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	245	245	13,234	1.85 %
100-7520-60-512600	UNEMPLOYMENT TAX	-	-	1,323	- %
100-7520-60-512700	WORKERS' COMPENSATION	447	447	529	84.51 %
Salaries & Benefits		6,972	6,972	343,390	2.03 %
100-7520-60-521205	PROF SVCS-OTHER	-	-	175,000	- %
100-7520-60-523200	COMMUNICATIONS	-	-	1,104	- %
100-7520-60-523300	ADVERTISING	2,600	2,600	29,778	8.73 %
100-7520-60-523500	TRAVEL	-	-	4,164	- %
100-7520-60-523600	DUES & FEES	535	535	25,597	2.09 %
100-7520-60-523700	EDUCATION/TRAINING	995	995	6,200	16.05 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	-	-	500	- %
100-7520-60-531300	HOSPITALITY	93	93	37,897	0.24 %
Operations & Capital		4,223	4,223	280,240	1.51 %
TOTAL ECONOMIC DEVELOPMENT		11,195	11,195	623,630	1.80 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	17,413	17,413	210,549	8.27 %
100-9000-90-582300	NOTE INTEREST EXPENSE	2,198	2,198	24,781	8.87 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	1,850,732	1,850,732	22,208,780	8.33 %
100-9000-90-611352	TRANSFER OUT TO FLEET	335,807	335,807	4,029,680	8.33 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	1,516,728	1,516,728	12,626,020	12.01 %
100-9000-90-611555	TRANSFER OUT TO ARTS CENTER	-	-	1,739,477	- %
100-9000-90-611561	XFER OUT TO STORMWATER	158,750	158,750	1,905,000	8.33 %
Operations & Capital		3,881,627	3,881,627	42,744,287	9.08 %
	TOTAL TRANSFERS	3,881,627	3,881,627	42,744,287	9.08 %
	TOTAL EXPENDITURES	\$10,318,497	\$10,318,497	\$134,654,936	7.66 %
GENERAL FUND - 100		(\$8,821,080)	(\$8,821,080)	(\$24,964,516)	35.33 %

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	1,535	1,535	10,000	15.35 %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	20,333	20,333	125,000	16.27 %
	TOTAL FINES & FORFEITURES	21,868	21,868	135,000	16.20 %
	TOTAL REVENUES	\$21,868	\$21,868	\$135,000	16.20 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	-	-	5,000	- %
210-3210-30-523700	EDUCATION/TRAINING	6,500	6,500	4,500	144.44 %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	-	-	175,000	- %
	TOTAL POLICE	6,500	6,500	184,500	3.52 %
	TOTAL EXPENDITURES	\$6,500	\$6,500	\$184,500	3.52 %
CONFISCATED ASSET FUND - 210		\$15,368	\$15,368	(\$49,500)	(31.05%)

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

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	33,414	33,414	600,000	5.57 %
	TOTAL CHARGES & FEES	33,414	33,414	600,000	5.57 %
	TOTAL REVENUES	\$33,414	\$33,414	\$600,000	5.57 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-511100	SALARIES	-	-	65,000	- %
220-6240-00-512101	HEALTH INSURANCE	-	-	20,395	- %
220-6240-00-512102	DISABILITY INSURANCE	-	-	571	- %
220-6240-00-512103	DENTAL INSURANCE	-	-	1,185	- %
220-6240-00-512104	LIFE INSURANCE	-	-	767	- %
220-6240-00-512200	SOCIAL SECURITY	-	-	3,887	- %
220-6240-00-512300	MEDICARE	-	-	909	- %
220-6240-00-512401	401A RETIREMENT	-	-	7,524	- %
220-6240-00-512402	401A RETIREMENT-457 MATCH	-	-	3,135	- %
220-6240-00-512600	UNEMPLOYMENT TAX	-	-	75	- %
220-6240-00-512700	WORKERS' COMPENSATION	-	-	650	- %
220-6240-00-541200	SITE IMPROVEMENTS	-	-	100,000	- %
	TOTAL TREE FUND EXPENSE	-	-	204,098	- %
TRANSFERS OUT EXPENDITURES					
220-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	-	355,000	- %
	TOTAL TRANSFERS OUT	-	-	355,000	- %
	TOTAL EXPENDITURES	\$-	\$-	\$559,098	- %
TREE FUND - 220		\$33,414	\$33,414	\$40,902	81.69 %

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	6,653	6,653	775,000	0.86 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	5,685	5,685	60,000	9.48 %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	96,284	96,284	440,000	21.88 %
	TOTAL CHARGES & FEES	108,622	108,622	1,275,000	8.52 %
	TOTAL REVENUES	\$108,622	\$108,622	\$1,275,000	8.52 %
TRANSFERS EXPENDITURES					
225-0000-90-611351 PARKS	TRANSFER TO CAPITAL PROJECTS	-	-	75,000	- %
225-0000-90-611351 TRANS	TRANSFER TO CAPITAL PROJECTS	-	-	1,200,000	- %
	TOTAL TRANSFERS	-	-	1,275,000	- %
	TOTAL EXPENDITURES	\$-	\$-	\$1,275,000	- %
IMPACT FEE FUND - 225		\$108,622	\$108,622	\$-	- %

**CDBG FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	-	-	2,500	- %
	TOTAL INVESTMENT INCOME	-	-	2,500	- %
	TOTAL REVENUES	\$-	\$-	\$2,500	- %
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400 AC182	INFRASTRUCTURE	-	-	1,395,700	- %
	TOTAL CDBG	-	-	1,395,700	- %
CDBG FUND DEBT SERVICE EXPENDITURES					
245-8000-00-581300	NOTE PRINCIPAL	287,000	287,000	-	- %
245-8000-00-581300 ACT19	NOTE PRINCIPAL	-	-	287,000	- %
245-8000-00-582300	NOTE INTEREST EXPENSE	36,920	36,920	-	- %
245-8000-00-582300 ACT19	NOTE INTEREST EXPENSE	-	-	73,841	- %
	TOTAL CDBG FUND DEBT SERVICE	323,920	323,920	360,841	89.77 %
	TOTAL EXPENDITURES	\$323,920	\$323,920	\$1,756,541	18.44 %
CDBG FUND - 245		(\$323,920)	(\$323,920)	(\$1,754,041)	18.47 %

**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	-	-	3,500,000	- %
	TOTAL TAXES	-	-	3,500,000	- %
	TOTAL REVENUES	\$-	\$-	\$3,500,000	- %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	999,600	- %
275-9000-90-611555	TRANSFER OUT TO ARTS CENTER	-	-	1,375,500	- %
275-9000-90-611850	TRANSFER TO HOSPITALITY	-	-	1,124,900	- %
	TOTAL TRANSFERS	-	-	3,500,000	- %
	TOTAL EXPENDITURES	\$-	\$-	\$3,500,000	- %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	-	-	75,000	- %
	TOTAL TAXES	-	-	75,000	- %
	TOTAL REVENUES	\$-	\$-	\$75,000	- %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	75,000	- %
	TOTAL RMVET EXPENDITURES	-	-	75,000	- %
	TOTAL EXPENDITURES	\$-	\$-	\$75,000	- %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	JULY MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		-	-	95,343,840	95,343,840	-
PCID PASSTHROUGH GRANT	TS192	-	-	-	5,900,000	5,900,000
INTEREST REVENUE		-	-	247,459	247,459	-
		\$-	\$-	\$95,591,298	\$101,491,298	\$5,900,000
TRANSPORTATION						
TIER 1 - UNCOMMITTED	TS100	-	-	-	2,727,786	2,727,786
TEI-Spalding@Dalrymple/Trowbridge	TS103	-	-	2,422,873	2,422,873	-
TEI-Roswell@GrogansFerry	TS105	(201,817)	(201,817)	4,715,953	4,800,000	84,047
TEI-Riverview@Northside	TS106	-	-	868,994	2,890,457	2,021,463
TEI-SCOOT Upgrade	TS107	-	-	1,484,961	1,497,252	12,291
TEI-Roswell@Dalrymple	TS108	-	-	262,836	2,840,000	2,577,164
TEI-MountParan@PowersFerry	TS110	-	-	346,739	346,739	-
TEI-Spalding@Pitts	TS111	-	-	423,410	2,818,179	2,394,769
TEI-MountVernon@LongIsland	TS115	-	-	91,937	91,937	-
TEI-Roswell@Windsor	TS117	-	-	-	200,000	200,000
LMC-PeachtreeDun Bike/Ped Trail	TS131	-	-	-	6,100,000	6,100,000
LMC-Central Parkway Sidewalk	TS136	-	-	15,899	15,899	-
LMC-JohnsonFerry:Glenridge/WellsFar	TS137	-	-	472,581	472,581	-
SWP-JohnsonFerry:Harleston/Glenridg	TS161	-	-	415,275	415,275	-
SWP-Windsor:PeachtreeDun/CityLimit	TS164	-	-	1,204,969	1,204,969	-
SWP-Northwood:Kingsport/Roswell	TS165	-	-	268,968	268,968	-
SWP-Spalding:SpaldingLake/Publix	TS166	241	241	1,671,275	1,963,352	292,077
SWP-BrandonMill:MarshCr/LostForest	TS167	-	-	1,858,882	1,950,728	91,846
SWP-Dalrymple:Princeton/Duncourtney	TS168	-	-	213,408	759,155	545,747
SWP-DunwoodyClub:Spalding/Fenimore	TS169	(73,419)	(73,419)	1,067,108	1,165,000	97,892
SWP-InterstateN:CityLimit/Northside	TS170	(105,926)	(105,926)	2,594,541	2,646,272	51,731
SWP-Roberts:Northridge/DavisAcademy	TS171	-	-	446,377	446,377	-
SWP-BrandonMill:LostForest/BrandonR	TS172	-	-	220,581	2,465,000	2,244,419
JohnsonFerry/MountVernon Efficiency	TS191	-	-	2,689,936	26,300,000	23,610,064
MountVernon Multiuse Path	TS192	-	-	2,151,206	13,474,500	11,323,294
Hammond Phase 1 (ROW/Design)	TS193	15,601	15,601	12,494,302	12,498,000	3,698
BOYLSTON DR STREETScape	TS194	-	-	-	1,160,000	1,160,000
T-SPLOST ADMIN COSTS	TS999	48,301	48,301	4,802,076	7,550,000	2,747,924
		(\$317,019)	(\$317,019)	\$43,205,085	\$101,491,298	\$58,286,213
TSPLOST-2016 FUND - 335		\$2,352,605	\$2,352,605	\$52,283,106	\$-	(\$52,283,106)

PROJECT DESCRIPTION	PROJ #	JULY MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		2,035,586	2,035,586	6,051,595	114,680,913	108,629,318
		\$2,035,586	\$2,035,586	\$6,051,595	\$114,680,913	\$108,629,318
INFRASTRUCTURE						
TIER 1 - UNCOMMITTED	S2100	-	-	-	1,153	1,153
OSI-Fiber:RingA	S2101	-	-	-	1,500,000	1,500,000
OSI-Fiber:FireStation#3	S2102	-	-	-	650,000	650,000
OSI-JohnsonFerry@PtreeDunwoody	S2103	-	-	-	3,000,000	3,000,000
OSI-Boylston Sidepath	S2104	-	-	-	2,710,000	2,710,000
OSI-Roswell Road North Boulevard	S2105	-	-	-	8,800,000	8,800,000
PMP-SR 400 Multi-Use Trail	S2121	-	-	-	4,000,000	4,000,000
PMP-Glenridge:Hammond/Wellington	S2122	-	-	-	2,500,000	2,500,000
PMP-Design for Tier 2 Sidepaths	S2123	-	-	-	930,000	930,000
BRI-Mt Vernon Bridge Enhancement	S2131	-	-	3,203,000	3,203,000	-
BRI-Riverside over Chatt Trib	S2132	-	-	-	2,400,000	2,400,000
PSW-LakeForest Sidewalk	S2185	-	-	-	1,350,000	1,350,000
PSW-UNASSIGNED	S2189	-	-	-	11,000,000	11,000,000
CRL-Hammond Drive Widening	S2193	-	-	2,951,701	35,000,000	32,048,299
TIER 1 - TSPLOST STAFF	S2199	-	-	-	7,720,000	7,720,000
PXX-Roberts Sidepath	S2221	-	-	-	9,855,000	9,855,000
PXX-JohnsonFerry Sidepath	S2222	-	-	-	3,607,380	3,607,380
TIER 2 - TSPLOST STAFF	S2299	-	-	-	1,496,000	1,496,000
PXX-PowersFerry Sidepath	S2321	-	-	-	4,462,542	4,462,542
MSE-Roadway Maintenance/Paving	S2341	-	-	-	9,000,000	9,000,000
TIER 3 - TSPLOST STAFF	S2399	-	-	-	1,495,838	1,495,838
		\$-	\$-	\$6,154,701	\$114,680,913	\$108,526,212
TSPLOST-2021 FUND - 336		\$2,035,586	\$2,035,586	(\$103,106)	\$-	\$103,106

PROJECT DESCRIPTION	PROJ #	JULY MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
CAPITAL CONTINGENCY	C9999	-	-	-	4,470,305	4,470,305
		\$-	\$-	\$-	\$4,470,305	\$4,470,305
FACILITIES						
TROWBRIDGE FACILITY	F0005	310	310	2,163,129	2,260,000	96,871
BACK-UP E911 CALL CENTER	F0007	-	-	234,927	350,000	115,073
CULTURAL CENTER	F0008	-	-	60,152	2,500,000	2,439,848
WAYFINDING SIGNAGE	F2101	-	-	536,962	1,500,000	963,038
CISTERN IMPROVEMENTS	F2102	-	-	242,507	305,000	62,493
CITY CENTER MASTER PLAN UPDATE	F2103	-	-	194,144	215,000	20,856
VETERANS PARK	F2104	-	-	1,291,207	4,536,000	3,244,793
ELECTRIC VEHICLE CHARGING STATIONS	F2201	-	-	24,837	75,738	50,901
MT VERNON MULTI PATH CAMERA	F2202	-	-	7,816	16,000	8,184
HVAC MINI SPLIT FOR IT SERVERS	F2203	-	-	-	30,000	30,000
HVAC CHILLER PLANT MINI SPLIT	F2204	-	-	17,248	20,000	2,752
FACILITIES MAINTENANCE	F2205	-	-	300,650	1,651,990	1,351,340
ABERNATHY SITE IMP	F2206	-	-	41,482	1,000,000	958,518
CITY GREEN STAGE IMP	F2207	-	-	250,169	250,000	(169)
City Springs - Box Office	F2301	-	-	-	56,105	56,105
City Springs - Artificial Turf	F2302	-	-	-	350,000	350,000
City Springs - Electrical	F2303	-	-	-	50,000	50,000
Facilities Maint - City Springs	F2304	-	-	-	120,400	120,400
Temp Fire Station 1	F2305	-	-	-	500,000	500,000
FIREFIGHTER TURN OUT GEAR	FD221	-	-	164,877	346,000	181,123
RADIO MCT FIRE TRUCKS	FD222	-	-	34,883	35,800	917
FIRE DEPARTMENT STRATEGIC PLAN	FD223	-	-	-	25,000	25,000
ADMIN VEHICLES	FD224	7,659	7,659	349,751	350,000	249
FIRE DEPT RADIOS	FD225	-	-	463,901	465,000	1,099
Alerting System (WestNet)	FD231	-	-	21,133	202,000	180,867
Fire Hose Replacement	FD232	-	-	-	50,000	50,000
LUCAS Devices (8)	FD233	-	-	-	75,000	75,000
Monitor Defibrillators	FD234	-	-	-	150,000	150,000
Technical Rescue Tools	FD235	-	-	-	55,000	55,000
Knox Box Replacement	FD236	-	-	29,750	35,000	5,250
		\$7,969	\$7,969	\$6,429,528	\$17,575,033	\$11,145,505
CITY CENTER						
LAND ACQUISITION & DEMOLITION	CC001	-	-	34,120,829	35,240,213	1,119,384
UTILITIES RELOCATION	CC006	-	-	4,582,354	6,194,555	1,612,201
SANDY SPRINGS CIRCLE PHASE 2	CC010	-	-	6,982,881	8,087,570	1,104,688
		\$-	\$-	\$45,686,064	\$49,522,338	\$3,836,274
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	-	-	240,413	290,413	50,000
INDOOR ART PROGRAM	A0002	-	-	5,000	100,000	95,000
PAY AND COMP STUDY IMPLEMENTATION	A2201	-	-	-	800,000	800,000
		\$-	\$-	\$245,413	\$1,190,413	\$945,000
CM221						
ORGANIZATIONAL LEADERSHIP DEV	CM221	-	-	-	37,500	37,500
		\$-	\$-	\$-	\$37,500	\$37,500
I2201						
MULTI FACTOR AUTHENTICATION	I2201	-	-	7,706	15,000	7,295
		\$-	\$-	\$7,706	\$15,000	\$7,295
I2202						
NETWORK HARDWARE REPLACEMENT	I2202	2,610	2,610	182,168	555,000	372,832
		\$2,610	\$2,610	\$182,168	\$555,000	\$372,832
V2201						

PROJECT DESCRIPTION	PROJ #	JULY MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
FLEET ELECTRIC VEHICLES	V2201	-	-	225,078	380,260	155,183
		\$-	\$-	\$225,078	\$380,260	\$155,183

PROJECT DESCRIPTION	PROJ #	JULY MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	-	-	813,131	8,406,826	7,593,694
CHATTAHOOCHEE RIVER BRIDGE	T0035	-	-	143,566	1,060,000	916,434
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	-	-	1,661,993	1,937,354	275,361
CITY CENTER TRANSPORTATION NETWORK	T0058	-	-	3,688,959	5,115,000	1,426,041
BIKE/PED/TRAIL DESIGN & IMPEM	T0060	-	-	1,866,685	5,946,919	4,080,234
NORTH END REVITALIZATION	T0063	-	-	673,799	1,550,000	876,201
PEACHTREE @ TELFORD IMPROVEMENT	T0064	(38,766)	(38,766)	2,110,494	2,110,937	443
SIGNAL PREEMPTION EMERG RESPONSE	T0065	-	-	778,504	780,000	1,496
SR140 HOLCOMB @ SPALDING ROW	T0066	-	-	15,800	450,000	434,200
MT VERNON @ DUPREE SIGNAL	T0067	(22,280)	(22,280)	349,333	350,000	667
TRANSPORTATION MASTER PLAN	T0068	-	-	345,500	350,000	4,500
PEACHTREE-DUNWOODY@WINDSOR	T0069	(41,145)	(41,145)	1,006,376	1,400,000	393,624
ACCESS MANAGEMENT PLAN	T0070	-	-	405,068	420,000	14,932
NORTH END ROSWELL ROAD BOULEVARD	T0071	-	-	144,730	200,000	55,270
WATER RELIABILITY PROGRAM	T2000	-	-	814,408	1,000,000	185,592
PCID - PTD/LAKE HEARN MULTIMODAL	T2208	-	-	-	5,225,000	5,225,000
I285 ROSWELL RD INNOVATIVE INTERSEC	T2209	-	-	-	150,000	150,000
BRT JOINT FEASIBILITY STUDY	T2210	-	-	-	50,000	50,000
NEIGHBORHOOD LIGHTING PROGRAM	T2213	-	-	-	100,000	100,000
PCID - PeachtreeDun@Crestline	T2301	-	-	-	200,000	200,000
PCID - GlenridgeConn@JohnsonFerry	T2302	-	-	-	100,000	100,000
PCID - Hammond@GA400 Turn Lane	T2303	-	-	-	200,000	200,000
ATMS-5	T2304	-	-	-	300,000	300,000
High Point Road Ped Xing	T2305	-	-	-	80,000	80,000
Interstate Wayfinding End Column	T2306	-	-	-	150,000	150,000
JohnsonFerry Ped Lighting	T2307	-	-	5,275	1,600,000	1,594,725
Roswell@LakePlacid	T2308	-	-	-	225,000	225,000
PAVEMENT MANAGEMENT PROGRAM	T3000	(473,586)	(473,586)	60,835,888	66,888,834	6,052,946
CITY BEAUTIFICATION PROGRAM	T4000	(10,867)	(10,867)	235,332	912,572	677,240
SIDEWALK PROGRAM	T6000	-	-	10,368,297	10,630,500	262,203
INTERSECTIONS & OPERATIONAL	T7000	-	-	6,415,561	7,866,048	1,450,487
GUARDRAIL REPLACEMENT PROGRAM	T7500	-	-	769,368	1,584,150	814,782
UNDERGROUND UTILITY PROGRAM	T8000	-	-	76,684	500,000	423,316
LAKE FORREST DAM MAINTENANCE	T9000	-	-	1,753,926	3,554,882	1,800,956
BRIDGE & DAM MAINTENANCE	T9100	-	-	626,425	2,270,000	1,643,575
TRAFFIC MANAGEMENT PROGRAM	T9500	(28,053)	(28,053)	7,432,752	7,904,238	471,486
TMC Fiber Program	T9510	-	-	4,163	300,000	295,838
Public Safety Building Fiber	T9520	-	-	149,490	500,000	350,510
TRAFFIC CALMING	T9600	-	-	315,652	429,823	114,171
		(\$614,697)	(\$614,697)	\$103,807,159	\$142,798,082	\$38,990,923

PROJECT DESCRIPTION	PROJ #	JULY MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
PARKS						
ABERNATHY GREENWAY	P0002	-	-	10,515,170	12,515,170	2,000,000
HAMMOND PARK IMPROVEMENTS	P0007	-	-	4,544,419	4,958,981	414,562
MORGAN FALLS OVERLOOK PARK	P0009	126,068	126,068	4,361,842	4,365,033	3,191
CROOKED CREEK PARK	P0020	-	-	446,878	523,607	76,729
ISON SPRINGS ELEMENTARY (IGA)	P0025	-	-	234,841	250,261	15,420
CITY TRAIL CONSTRUCTION	P0028	-	-	500,796	750,000	249,204
RIVERSHORE FLOODPLAIN	P0029	-	-	24,900	125,000	100,100
PARKLAND ACQUISITION	P0031	-	-	3,305,055	3,350,000	44,945
TRAIL SEGMENT 2A P&E AND CONST	P2201	-	-	3,796	9,030,000	9,026,204
TRAIL ROW ACQUISITION	P2202	2,000	2,000	10,000	500,000	490,000
SANDY SPRINGS MIDDLE SCHOOL IGA	P2203	-	-	107,713	110,000	2,287
RIDGEVIEW MIDDLE SCHOOL IGA	P2204	-	-	-	75,000	75,000
NANCY CREEK STREAM RESTORATION	P2205	-	-	777,000	795,000	18,000
SUSTAINABILITY PLAN/POLICY	P2206	-	-	-	75,000	75,000
TREE FUND INVASIVE SPECIES REMOVAL	P2207	-	-	28,006	130,000	101,994
TREE FUND TREES ATLANTA PARTNERSHIP	P2208	-	-	102,450	180,000	77,550
TREE FUND CAPITAL PROJECTS	P2209	-	-	140,195	179,000	38,805
TREE FUND SURVEYS	P2210	-	-	24,000	30,000	6,000
TREE FUND MAINTENANCE	P2211	-	-	50,000	112,000	62,000
OLD RIVERSIDE MASTER PLAN	P2212	-	-	31,895	100,000	68,105
ALLEN ROAD PARK MASTER PLAN	P2213	-	-	32,920	100,000	67,080
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	31,646	31,646	91,500	1,500,000	1,408,500
Tree Fund Education	P2301	-	-	-	20,000	20,000
Tree Fund Pilot Projects	P2302	-	-	-	35,000	35,000
POLICE EQUIPMENT	PD221	-	-	189,366	195,520	6,154
MOTOROLA RADIO REPLACEMENTS	PD222	885	885	213,136	260,000	46,864
SWAT TRUCK	PD223	-	-	465,743	500,000	34,257
FLOCK CAMERAS	PD224	-	-	118,125	120,000	1,875
AED DEVICES	PD225	-	-	149,940	150,000	60
Ballistic Helmet Replacement	PD231	-	-	20,999	21,000	1
K9 Replacement	PD232	-	-	-	15,500	15,500
Speed Trailers	PD233	-	-	-	10,000	10,000
Forensic Workstation	PD234	-	-	-	20,000	20,000
		\$160,598	\$160,598	\$26,546,034	\$41,351,072	\$14,805,038
C CD221						
NEXT TEN 5YR UPDATE	CD221	-	-	155,877	200,000	44,124
		\$-	\$-	\$155,877	\$200,000	\$44,124
C CD231						
Citywide Design Guideline	CD231	-	-	-	150,000	150,000
		\$-	\$-	\$-	\$150,000	\$150,000
C CD232						
Crossroads Small Area Plan	CD232	-	-	-	185,000	185,000
		\$-	\$-	\$-	\$185,000	\$185,000
C CD233						
Crossroads Small Area Plan	CD233	-	-	-	100,000	100,000
		\$-	\$-	\$-	\$100,000	\$100,000
I IT231						
Workstation replace/upgrade	IT231	-	-	8,491	235,000	226,510
		\$-	\$-	\$8,491	\$235,000	\$226,510
CAPITAL PROJECTS FUND - 351		(\$443,520)	(\$443,520)	\$183,293,516	\$258,765,003	\$75,471,487

**FLEET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
352-0000-90-391100	TRANSFER IN FROM GENERAL FUND	335,807	3,335,807	7,029,680	47.45 %
	TOTAL OTHER FINANCING SOURCES	335,807	3,335,807	7,029,680	47.45 %
	TOTAL REVENUES	\$335,807	\$3,335,807	\$7,029,680	47.45 %
POLICE CAPITAL EXPENDITURE EXPENDITURES					
352-3210-30-542200 FL234	MOTOR VEHICLES	-	-	60,000	- %
352-3210-30-542200 FL235	MOTOR VEHICLES	-	-	1,500,000	- %
	TOTAL POLICE CAPITAL EXPENDITURE	-	-	1,560,000	- %
FIRE CAPITAL EXPENDITURE EXPENDITURES					
352-3510-30-542200 FL232	MOTOR VEHICLES	-	-	280,000	- %
352-3510-30-542200 FL233	MOTOR VEHICLES	-	-	2,019,680	- %
	TOTAL FIRE CAPITAL EXPENDITURE	-	-	2,299,680	- %
PUBWKS CAPITAL EXPENDITURE EXPENDITURES					
352-4100-40-542200 FL236	MOTOR VEHICLES	-	-	50,000	- %
	TOTAL PUBWKS CAPITAL EXPENDITURE	-	-	50,000	- %
COMM DEV CAPITAL EXPENDITURE EXPENDITURES					
352-7450-60-542200 FL231	MOTOR VEHICLES	-	-	120,000	- %
	TOTAL COMM DEV CAPITAL EXPENDITUR	-	-	120,000	- %
TRANSFERS OUT EXPENDITURES					
352-9000-90-579000 FL999	CONTINGENCIES	-	-	3,000,000	- %
	TOTAL TRANSFERS OUT	-	-	3,000,000	- %
	TOTAL EXPENDITURES	\$-	\$-	\$7,029,680	- %
FLEET FUND - 352		\$335,807	\$3,335,807	\$-	- %

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	13	750,311	750,272	100.01 %
360-0000-10-362000	REALIZED GAIN/LOSS	-	(24,684)	(24,684)	100.00 %
360-0000-10-371000	OTHER CONTRIBUTIONS	-	323,369	323,369	100.00 %
360-0000-10-391100	TRANSFER IN FROM GENERAL FUND	1,516,728	39,780,613	39,780,613	100.00 %
360-0000-10-391351	TRANSFER IN FROM CAPITAL PROJ	-	21,298,031	21,298,031	100.00 %
360-0000-10-391356	TRANSFER IN FROM IMPACT FEES	-	300,000	300,000	100.00 %
360-0000-10-392100	SALE OF ASSETS	-	9,283,250	9,283,250	100.00 %
360-0000-10-393100	REVENUE BOND PROCEEDS	-	386,340,000	386,340,000	100.00 %
360-0000-10-393400	PREMIUM ON BOND ISSUED	-	5,509,473	5,509,473	100.00 %
TOTAL PUBLIC FACILITIES AUTH REVENU		1,516,741	463,560,362	463,560,324	100.00 %
360-9000-90-381100	CONTINGENT PAYMENT	-	1,519,120	1,519,120	100.00 %
360-9000-90-391100	TRANSFER IN FROM GENERAL FUND	-	59,589,324	70,698,616	84.29 %
360-9000-90-393100	REVENUE BOND PROCEEDS	-	8,299,542	8,299,542	100.00 %
TOTAL PFA OTHER FINANCING USES		-	69,407,986	80,517,278	86.20 %
TOTAL REVENUES		\$1,516,741	\$532,968,348	\$544,077,602	97.96 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	-	11,524,272	47,950,013	24.03 %
TOTAL PUBLIC FACILITIES - PUB SAF		-	11,524,272	47,950,013	24.03 %
PUBLIC FACILITIES - FIRE EXPENDITURES					
360-3510-00-541300 PF003	BUILDINGS	(335,652)	7,316,735	10,000,000	73.17 %
360-3510-00-541300 PF004	BUILDINGS	200	837,003	5,000,000	16.74 %
360-3510-00-541300 PF005	BUILDINGS	-	-	900,000	- %
TOTAL PUBLIC FACILITIES - FIRE		(335,452)	8,153,738	15,900,000	51.28 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	-	19,296,211	19,296,211	100.00 %
360-6220-00-541400	INFRASTRUCTURE	-	195,517,829	195,517,829	100.00 %
360-6220-00-541405	INFRASTRUCTURE - OTHER	-	648,025	648,025	100.00 %
360-6220-00-541410	INFRASTRUCTURE - SPECIAL	-	10,696,253	10,696,253	100.00 %
TOTAL PUBLIC FACILITIES AUTH CONSTR		-	226,158,318	226,158,318	100.00 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	-	22,360,000	32,292,701	69.24 %
360-8000-00-582100	INTEREST EXPENSE	-	41,535,724	44,223,761	93.92 %
360-8000-00-584000	COSTS OF ISSUANCE	-	3,412,917	3,412,917	100.00 %
360-8000-00-584100	REFUNDING ESCROW	-	162,949,891	162,949,891	100.00 %
TOTAL PUBLIC FACILITIES AUTH DEBT		-	230,258,532	242,879,271	94.80 %
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		(\$335,452)	\$487,284,860	\$544,077,602	89.56 %
PUBLIC FACILITIES AUTHORITY - 360		\$1,852,193	\$45,683,488	\$-	- %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
555-0000-55-347500	PRG FEES	-	-	54,000	- %
555-0000-51-347600	MEMBERSHIPS	6,000	6,000	200,000	3.00 %
555-0000-56-347900	TICKET REVENUE	78,188	78,188	1,098,000	7.12 %
555-0000-56-347905	FACILITY/TICKET-HANDLING FEES	6,040	6,040	-	- %
555-0000-56-347910	FACILITY RENTALS	7,390	7,390	457,667	1.61 %
555-6196-56-347920	F&B REVENUE	86,118	86,118	551,500	15.62 %
	TOTAL CHARGES & FEES	183,737	183,737	2,361,167	7.78 %
555-0000-56-371000	OTHER CONTRIBUTIONS	-	-	309,300	- %
555-0000-56-389900	MISCELLANEOUS INCOME	632	632	3,500	18.05 %
	TOTAL MISCELLANEOUS	632	632	312,800	0.20 %
555-0000-90-391100	TRANSFER IN FROM GENERAL FUND	-	-	1,739,477	- %
555-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	-	-	1,375,500	- %
	TOTAL OTHER FINANCING SOURCES	-	-	3,114,977	- %
555-0000-57-336000	SPONSORSHIPS	-	-	50,000	- %
	TOTAL OTHER REVENUES	-	-	50,000	- %
	TOTAL REVENUES	\$184,368	\$184,368	\$5,838,944	3.16 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	68,590	68,590	1,751,272	3.92 %
555-6191-51-511110	BONUSES	-	-	37,750	- %
555-6191-51-511200	PT/TEMP EMPLOYEES	5,228	5,228	85,000	6.15 %
555-6191-51-512101	HEALTH INSURANCE	11,755	11,755	327,002	3.59 %
555-6191-51-512102	DISABILITY INSURANCE	317	317	14,272	2.22 %
555-6191-51-512103	DENTAL INSURANCE	605	605	19,023	3.18 %
555-6191-51-512104	LIFE INSURANCE	649	649	17,254	3.76 %
555-6191-51-512200	SOCIAL SECURITY	4,561	4,561	108,579	4.20 %
555-6191-51-512300	MEDICARE	1,067	1,067	25,393	4.20 %
555-6191-51-512401	401A RETIREMENT	5,121	5,121	210,153	2.44 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	2,675	2,675	87,564	3.06 %
555-6191-51-512600	UNEMPLOYMENT TAX	99	99	4,000	2.48 %
555-6191-51-512700	WORKERS' COMPENSATION	1,149	1,149	3,503	32.80 %
555-6191-51-521200	PROFESSIONAL SERVICES	-	-	20,000	- %
555-6191-51-521300	TECHNICAL SERVICES	118	118	97,130	0.12 %
555-6191-51-522100	CLEANING SERVICES	2,940	2,940	50,000	5.88 %
555-6191-51-523200	COMMUNICATIONS	612	612	81,300	0.75 %
555-6191-51-523300	ADVERTISING	28,497	28,497	200,000	14.25 %
555-6191-51-523350	PROMOTIONS	-	-	47,000	- %
555-6191-51-523400	PRINTING & BINDING	57	57	9,500	0.60 %
555-6191-51-523500	TRAVEL	-	-	8,050	- %
555-6191-51-523600	DUES & FEES	16	16	9,660	0.17 %
555-6191-51-523700	EDUCATION/TRAINING	-	-	9,700	- %
555-6191-51-523800	LICENSES	-	-	8,400	- %
555-6191-51-523900	CONTRACTUAL SERVICES	-	-	11,000	- %
555-6191-51-523905	WEBSITE ENHANCEMENTS	-	-	81,300	- %
555-6191-51-523950	MERCHANT SVCS CHARGES	5,182	5,182	44,000	11.78 %
555-6191-51-531100	GENERAL SUPPLIES & MATLS	-	-	6,200	- %
555-6191-51-531300	HOSPITALITY	-	-	2,000	- %
555-6191-51-531750	UNIFORMS	-	-	11,000	- %
555-6191-51-542100	MACHINERY & EQUIPMENT	-	-	177,000	- %
555-6191-51-542300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-579000	CONTINGENCIES	-	-	40,000	- %
TOTAL ARTS CENTER - ADMINISTRATION		139,238	139,238	3,624,005	3.84 %

GL ACCOUNT	DESCRIPTION	JULY 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	-	-	103,000	- %
555-6192-52-522330	OTHER RENTALS	-	-	55,600	- %
555-6192-52-523300	ADVERTISING	2,175	2,175	152,500	1.43 %
555-6192-52-523850	ARTIST FEES	-	-	1,054,750	- %
555-6192-52-523900	CONTRACTUAL SERVICES	15,068	15,068	129,425	11.64 %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	399	399	26,500	1.50 %
555-6192-52-531300	HOSPITALITY	-	-	56,800	- %
555-6192-52-531500	COSTS OF GOODS SOLD	25,804	25,804	47,650	54.15 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	-	-	72,000	- %
555-6192-52-531700	OTHER SUPPLIES	-	-	4,500	- %
TOTAL ARTS CENTER - THEATRE		43,446	43,446	1,802,725	2.41 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - CONFERENCE CTR EXPENDITURES					
555-6193-53-522220	REP & MAINT-BUILDINGS	-	-	20,000	- %
555-6193-53-523300	ADVERTISING	-	-	15,000	- %
555-6193-53-523900	CONTRACTUAL SERVICES	18,628	18,628	99,200	18.78 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	4,239	4,239	61,000	6.95 %
555-6193-53-531500	COSTS OF GOODS SOLD	-	-	163,200	- %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	84	84	35,000	0.24 %
555-6193-53-531700	OTHER SUPPLIES	-	-	8,000	- %
TOTAL ARTS CENTER - CONFERENCE CTR		22,950	22,950	401,400	5.72 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - EDUCATION PROGRM EXPENDITURES					
555-6194-54-521200	PROFESSIONAL SERVICES	-	-	40,000	- %
555-6194-54-523300	ADVERTISING	-	-	5,000	- %
555-6194-54-523700	EDUCATION ASSISTANCE	-	-	40,000	- %
555-6194-54-531300	HOSPITALITY	-	-	5,300	- %
555-6194-54-531700	OTHER SUPPLIES	-	-	600	- %
TOTAL ARTS CENTER - EDUCATION PROG		-	-	90,900	- %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	3,440	3,440	107,200	3.21 %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	-	-	19,600	- %
555-6195-55-531300	HOSPITALITY	202	202	3,800	5.32 %
555-6195-55-531350	SPECIAL EVENTS	98,679	98,679	1,042,516	9.47 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	47,000	- %
TOTAL ARTS CENTER - SPECIAL EVENTS		102,321	102,321	1,220,116	8.39 %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - HERITAGE EXPENDITURES					
555-6196-56-521200	PROFESSIONAL SERVICES	-	-	110,000	- %
555-6196-56-522210	REP & MAINT-EQUIPMENT	-	-	10,000	- %
555-6196-56-523300	ADVERTISING	-	-	30,000	- %
555-6196-56-531100	GENERAL SUPPLIES & MATLS	-	-	8,000	- %
	TOTAL ARTS CENTER - HERITAGE	-	-	158,000	- %
	TOTAL EXPENDITURES	\$307,955	\$307,955	\$7,297,146	4.22 %
CREATE SANDY SPRINGS - 555		(\$123,587)	(\$123,587)	(\$1,458,202)	8.48 %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	158,750	15,153,750	16,900,000	89.67 %
	TOTAL OTHER FINANCING SOURCES	158,750	15,153,750	16,900,000	89.67 %
	TOTAL REVENUES	\$158,750	\$15,153,750	\$16,900,000	89.67 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	1,725	1,246,907	1,550,696	80.41 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	-	60,487	140,487	43.06 %
561-4250-40-541450	STORMWATER IMPROVEMENT	9,100	8,953,270	11,705,587	76.49 %
561-4250-40-541450 MABRY	STORMWATER IMPROVEMENT	-	1,556,996	1,556,996	100.00 %
	TOTAL STORMWATER CAPITAL MAINT &	10,825	11,817,660	14,953,766	79.03 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	11,191	218,680	243,617	89.76 %
561-4320-40-522240	REP & MAINT-OTHER	-	1,177,964	1,373,026	85.79 %
561-4320-40-523900	CONTRACTUAL SERVICES	-	170,174	170,274	99.94 %
561-4320-40-542100	MACHINERY & EQUIPMENT	-	56,697	56,697	100.00 %
	TOTAL STORMWATER OPERATIONS	11,191	1,623,515	1,843,614	88.06 %
TRANSFERS EXPENDITURES					
561-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	570,000	570,000	100.00 %
	TOTAL TRANSFERS	-	570,000	570,000	100.00 %
	TOTAL EXPENDITURES	\$22,016	\$14,011,175	\$17,367,379	80.68 %
STORMWATER FUND - 561		\$136,734	\$1,142,575	(\$467,379)	(244.46%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2023**

09/13/2022

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
840-0000-10-389000	CONTRACT PAYMENTS	-	-	182,700	- %
	TOTAL MISCELLANEOUS	-	-	182,700	- %
	TOTAL REVENUES	\$-	\$-	\$182,700	- %
DEVELOPMENT AUTHORITY EXPENDITURES					
840-1595-10-523100	PROPERTY & LIABILITY INS	-	-	2,000	- %
840-1595-10-523600	DUES & FEES	60	60	500	12.00 %
	TOTAL DEVELOPMENT AUTHORITY	60	60	2,500	2.40 %
TRANSFERS EXPENDITURES					
840-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	182,700	- %
	TOTAL TRANSFERS	-	-	182,700	- %
	TOTAL EXPENDITURES	\$60	\$60	\$185,200	0.03 %
DEVELOPMENT AUTHORITY - 840		(\$60)	(\$60)	(\$2,500)	2.40 %