



SANDY SPRINGS

GEORGIA

CITY COUNCIL

Rusty Paul, Mayor

John Paulson – District 1

Melody Kelley – District 2

Melissa Mular – District 3

Jody Reichel – District 4

Tibby DeJulio – District 5

Andy Bauman – District 6

Tuesday, April 18, 2023

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: www.SandySpringsGA.gov/stream

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. **2023-105** Meeting Minutes
April 4, 2023 City Council Work Session
April 4, 2023 City Council Meeting

VII. Presentations

VIII. Public Hearing

- A. **2023-106** RZ22-0005 - 8765 & 8800 Roswell Road and 0 Dunwoody Place - Request for a Zoning Map Amendment (Rezoning) from Shopfront Mixed Use – 6 Stories Maximum Height (SX-6) to North End Mixed Use – 5 Stories Maximum Height without Bonus or 6 Stories Maximum Height with Bonus (NEX- 5/6).
(Presented by Michele McIntosh-Ross, Planning & Zoning Manager)
- B. **2023-107** RZ22-0008 - 6400 & 6410 Roswell - Request for a Zoning Map Amendment (Rezoning) from Commercial Mixed Use – 3 Stories Maximum Height (CX-3) to Commercial Corridor – 3 Stories Maximum Height (CC-3).

APPLICATION WITHDRAWN

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

The City will make reasonable accommodations for those persons.
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(Presented by Michele McIntosh-Ross, Planning & Zoning Manager)

- C. **2023-108** TA23-0001
Request for Mayor and City Council Consideration of an Amendment to Development Code Section 9.6.3. Standards, Section 9.3.8. Administration, and Division 12.2. Defined Terms.

(Presented by Michele McIntosh-Ross, Planning & Zoning Manager)

IX. New Business

- A. **2023-109** Request for Mayor and City Council Consideration to Submit an Application for a 319(h) Nonpoint Source Implementation Grant for Site Improvements at the Abernathy South Greenway
(Presented by Catherine Mercier-Baggett, Sustainability Manager)
- B. **2023-110** Request for Mayor and City Council Consideration to Authorize a Contract Award to Vertical Earth, Inc. to Construct 5375 Long Island Drive Streambank Stabilization Project
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- C. **2023-111** Request for Mayor and City Council Consideration to Approve a Lighting Services Agreement with Georgia Power Company to Install Street Lighting for the Community Development Block Grant (CDBG) as it relates to Project No. T-0033-7, Roswell Road Sidewalk Project (Phase 2)
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- D. **2023-112** Request for Mayor and City Council Consideration to Approve Contract Award to Kimley-Horn and Associates, Inc. for Fiber Design and Construction Management Services as it Pertains to the I.T.S. Loop A Project (Project No. S2101)
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- E. **2023-113** Request for Mayor and City Council Consideration to Approve a Contract Amendment to AECOM's Existing Contract for Maintenance and Repair Support Services to allow for Scoping Study of the Riverside Bridge over Chattahoochee River Tributary (Project No. S2132)
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- F. **2023-114** Request for Mayor and City Council Consideration to Approve the Appropriation of Certain Property Rights and Interests Located at 395 Johnson Ferry Road, Sandy Springs, GA (Tax Parcel # 17-0071-0001-017-1) through the Use of Eminent Domain for the Johnson Ferry Road/Mount Vernon Highway Intersection Improvements Project (Project No. TS 191)
(Presented by Dan Lee, City Attorney)
- G. **2023-115** Request for Mayor and City Council Consideration to Approve the

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Appropriation of Certain Property Rights and Interests Located at 405 Johnson Ferry Road (Tax Parcel # 17-0071-0001-018-9) through the Use of Eminent Domain for the Johnson Ferry Road/Mount Vernon Highway Intersection Improvements Project (Project No.: TS-191)

(Presented by Dan Lee, City Attorney)

- H. **2023-116** Request for Mayor and City Council Consideration to Agree to Participate in the National Teva, Allergan, CVS, Walgreens, and Walmart Settlements and Agreeing to be Bound by an Anticipated MOU between the State of Georgia and Georgia Subdivision Regarding the National Teva, Allergan, CVS, Walgreens and Walmart Settlements

(Presented by Dan Lee, City Attorney)

X. Reports

- A. **2023-117** Mayor and Council Report

- B. **2023-118** Staff Reports

1. February 2023 Unaudited Financials

(Presented by Toni Carlisle, Chief Financial Officer)

XI. Executive Session – Real Estate & Litigation

XII. Adjournment

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Matthew Anspach, Senior Planner

DATE: March 23, 2023 Submission for the April 18, 2023 City Council Meeting

ITEM: RZ22-0005 - 8765 & 8800 Roswell Road and 0 Dunwoody Place - Request for a Zoning Map Amendment (Rezoning) from Shopfront Mixed Use – 6 Stories Maximum Height (SX-6) to North End Mixed Use – 5 Stories Maximum Height without Bonus or 6 Stories Maximum Height with Bonus (NEX- 5/6).

Recommendation:

Staff recommends approval of RZ22-0005 with the following conditions:

1. The applicant coordinates with the Recreation and Parks Department to locate, develop, and provide permanent access easement to a suitable connection from planned trail segment 1f to planned trail segment 1g similar-to as prescribed in the Trails Master Plan; and
2. The applicant coordinates with the Public Works Department on any future road projects abutting the property; and
3. The applicant be required to abide by any conditions provided by the Atlanta Regional Commission if a Development of Regional Impact Review is required.

The Planning Commission unanimously recommended approval of RZ22-0005 at the March 22, 2023 Planning Commission meeting.

Background:

Currently, the site is developed across three (3) individual SX-6 zoned lots, with various commercial businesses including retail and restaurants served by several hundred parking spaces fronting Roswell Road. These parcels abut a residential multi-unit neighborhood to the east and Roswell Road to the west. To the north of the site is an office building and restaurant, as well as North River Parkway. To the south end of the site is a gas station and Dunwoody Place. As a part of the rezoning process, concepts for future developments are helpful for creating a framework as to what the potential of the site may be if the zoning request is approved.

Discussion:

Per the Development Code, the goal for the City is to avoid placing conditions on rezonings as often as is possible (Sec. 11.3.4.D.1.): “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.”

The requested zoning district proposed by the applicant is highly prescriptive, and largely locks in a

community-envisioned development. This was the goal of the North End Revitalization Advisory Committee, created by the City in 2019. The North End Redevelopment Concepts plan was adopted in 2021.

Financial Impact:

N/A

Alternatives:

Council may also vote to defer, to approve with condition(s), or to deny the rezoning request.

Review:

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

Created/Initiated - 4/5/2023
Approved - 4/7/2023
Approved - 4/10/2023
Approved - 4/13/2023
Approved - 4/14/2023
Final Approval - 4/14/2023

Attachments:

1. RZ22-0005 Package
2. RZ22-0005 Presentation
3. RZ22-0005 Ordinance



P&Z STAFF REPORT

Mayor and City Council Meeting, April 18, 2023

Case: **RZ22-0005 – 8765 & 8800 Roswell Road and 0 Dunwoody Place**
Staff Contact: Matthew Anspach (manspach@sandyspringsga.gov)
Report Date: March 23, 2023

REQUEST

Request for a Zoning Map Amendment (Rezoning) from Shopfront Mixed Use – 6 stories maximum height (SX-6) to North End Mixed Use – 5 stories max height without bonus (NEX- 5/6).

APPLICANT

Property Owner(s):	Petitioner(s):	Representative(s):
SRPFA/North River LLC	SRPFA/North River LLC	Henry Bailey & Jessica Hill

SUMMARY

The applicant requests a Zoning Map Amendment (Rezoning) of **8765 & 8800 Roswell Road and 0 Dunwoody Place (Parcel # 06 0367LL0666, 06 0367LL0625, 06 0367LL0658)** from Shopfront Mixed Use – 6 stories maximum height (SX-6) to North End Mixed Use – 5 stories max height without bonus; 6 stories max height with retail ground floor, using retail bonus (NEX- 5/6).

RECOMMENDATION

Department of Community Development

Staff recommends **Approval of Zoning Map Amendment (rezoning) RZ22-0005.**

Planning Commission (March 22, 2023)

Following Staff's presentation, the petitioner spoke.

A handful of members from surrounding neighborhoods spoke in support of the project. Some citizens present spoke to their desire to see development of public space such as a playground and to reiterate the community's desire for a quality development.

Motion:

Commissioner Andreas Settles motioned to recommend approval. Commissioner Elizabeth Kelly seconded the motion. The motion carried unanimously.

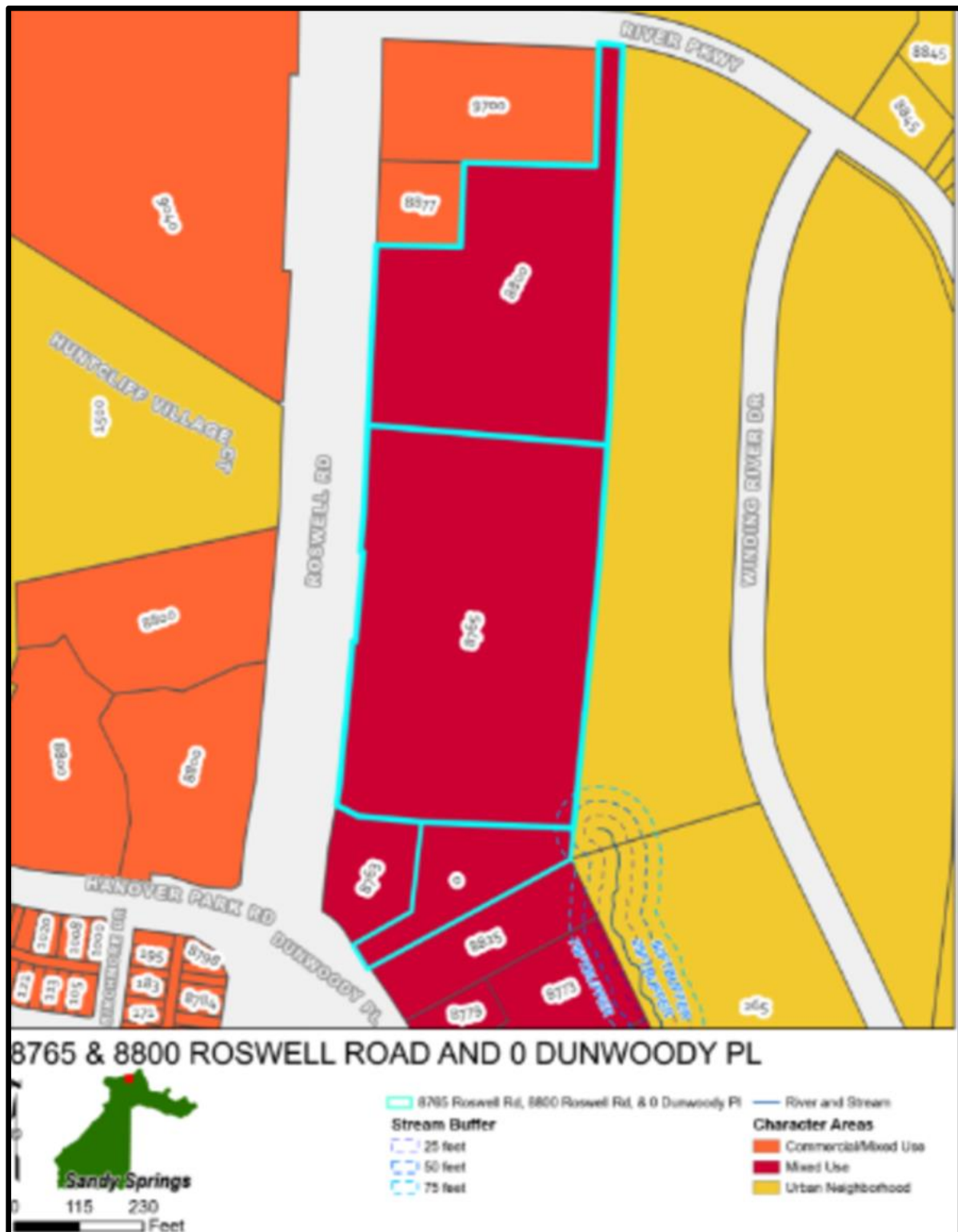
MATERIALS SUBMITTED AND REVIEWED	
Materials: 1. Pre-App Form & Legal Description, received December 7, 2023 2. Application, received January 17, 2023 Plans: 1. “Executed Rezoning Application – North River 1.17.23 Submittal. PDF” The Technical Standards for Property Surveys in Georgia, dated June 12, 2015	

PROPERTY INFORMATION	
Location:	8765 & 8800 Roswell Road and 0 Dunwoody Place (# 06 0367LL0666, 06 0367LL0625, 06 0367LL0658)
Council District:	2 – Melody Kelley
Road frontage:	Approximately 1,018 feet of frontage on Roswell Road; 43 feet on North River Parkway; 50 feet on Dunwoody Place
Acreage:	Approximately 13.15 acres
Current Zoning: Existing Land Uses:	SX-6 (Shopfront Mixed Use) Restaurant, Retail
Previous Zoning Cases:	RZ16-0090, V1972-047, V07-023, V11-026,1971Z-0004,
Character Area:	Mixed Use

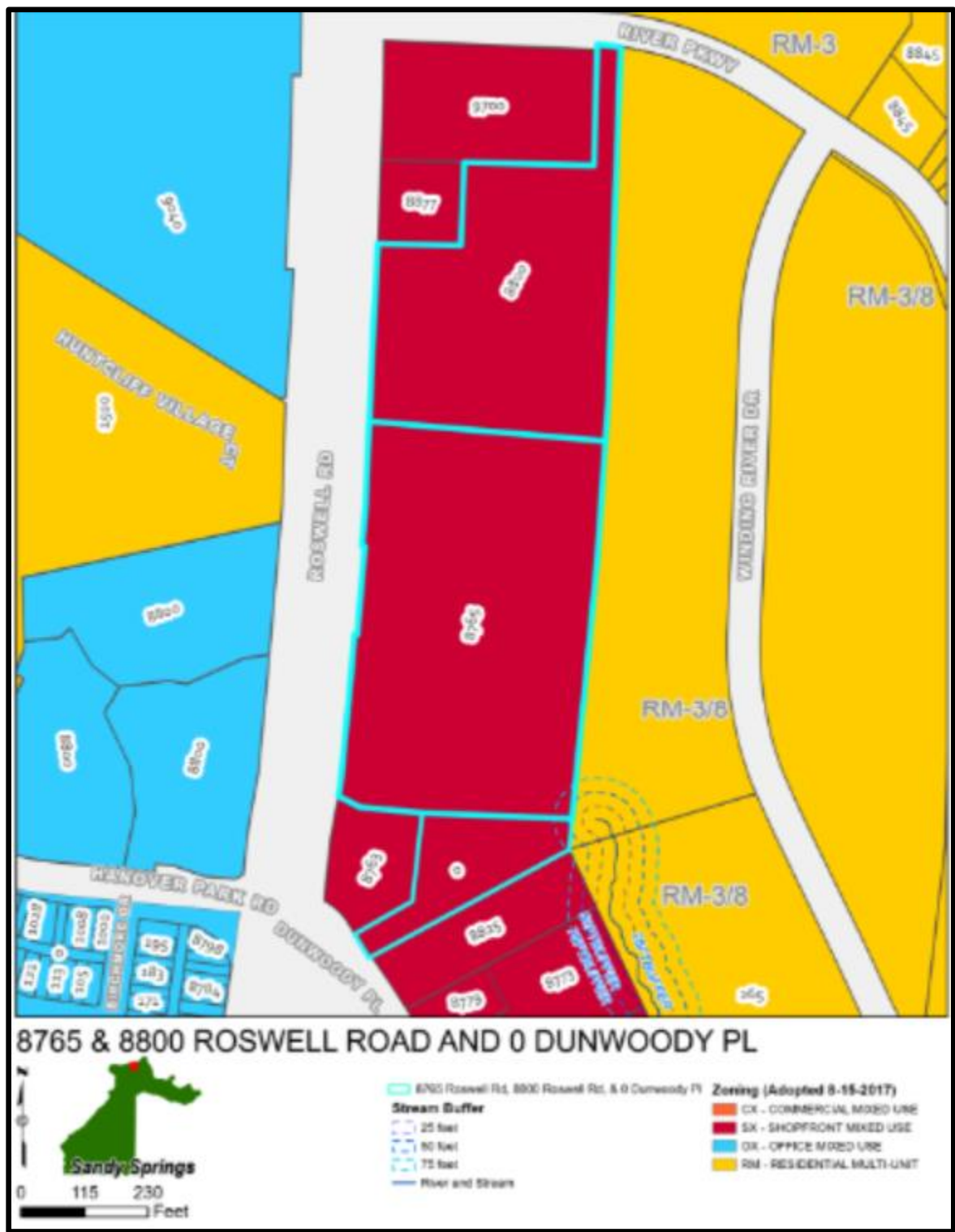
PROCESS			
Initial Community Meeting (CMI): January 9, 2023	Second Community Meeting (CMII): January 30, 2023	Planning Commission Hearing: March 22, 2023	Mayor and City Council Hearing: April 18, 2023

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	Commercial/Mixed Use / SX-6 / Bank	8877 Roswell Road	0.52
North	Commercial/Mixed Use / SX-6 / Commercial; restaurant	8879 Roswell Road	2.01 Acres
North	Commercial Mixed Use / CX-3 / Commercial	8975 Roswell Road NE	1.34 Acres
East	Residential Multi-Unit / RM-3 / Single unit detached residence	390 North River Parkway	8.28 Acres
South	Shopfront Mixed Use / SX-6 / Commercial; gas station	8763 Dunwoody Place	1.07 Acres
South	Shopfront Mixed Use / SX-6 / Commercial;	8825 Dunwoody Place	1.06 Acres
West	Office Mixed Use / OX-3 / Office Spaces	8800 Roswell Road	6.28 Acres
West	Residential Multi-Unit / RM-3 / Apartments	1500 Huntcliff Village Court	22.39 Acres
West	Office Mixed Use / OX-8 / Office Spaces	9040 Roswell Road	23.13 Acres
PROPOSED DEVELOPMENT			
--	Mixed Use / NEX-5/6 / Retail; Commercial; Multi-Unit Residential; Single Unit Residential	8765 & 8800 Roswell Road and 0 Dunwoody Place	13.15 Acres

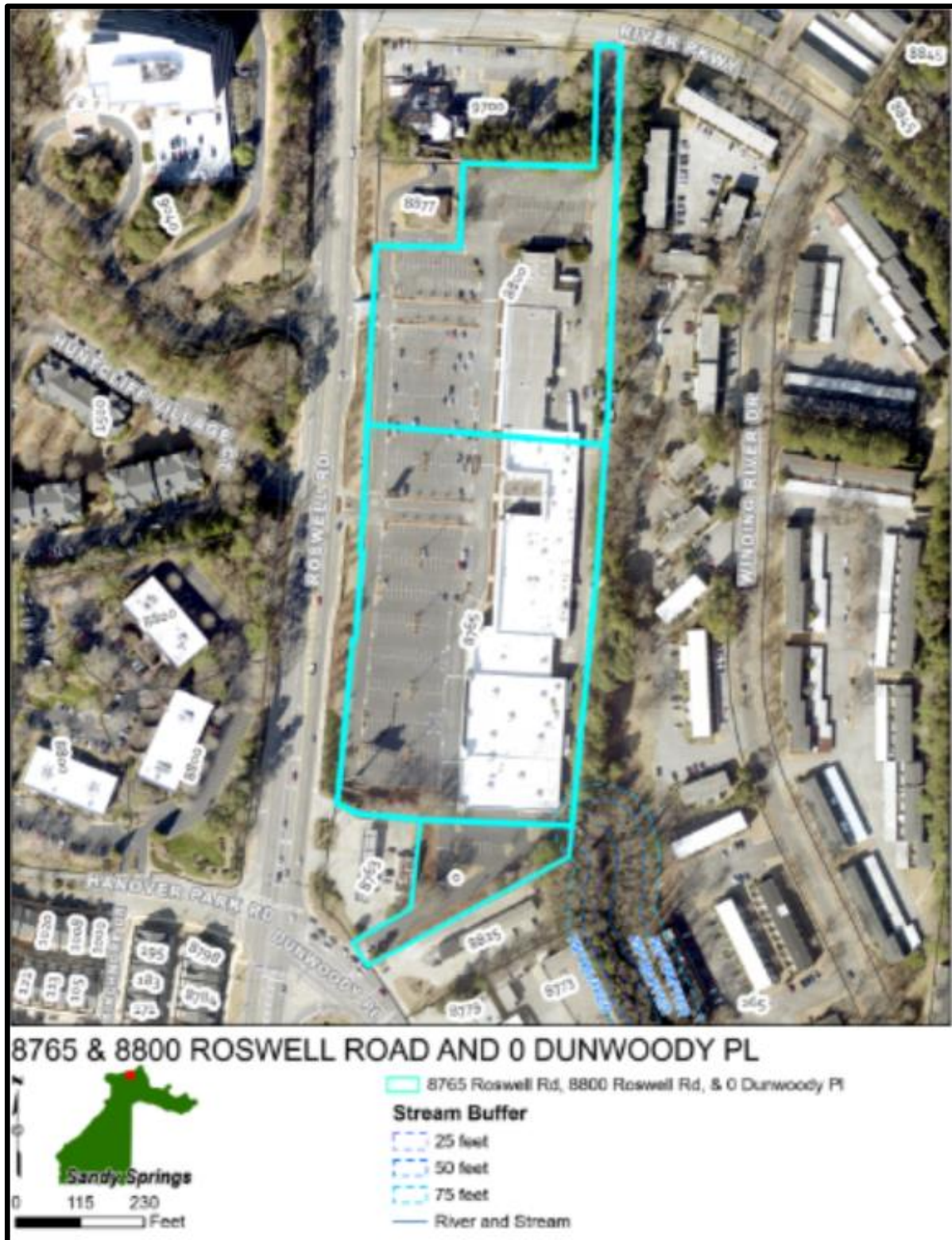
CHARACTER AREA MAP

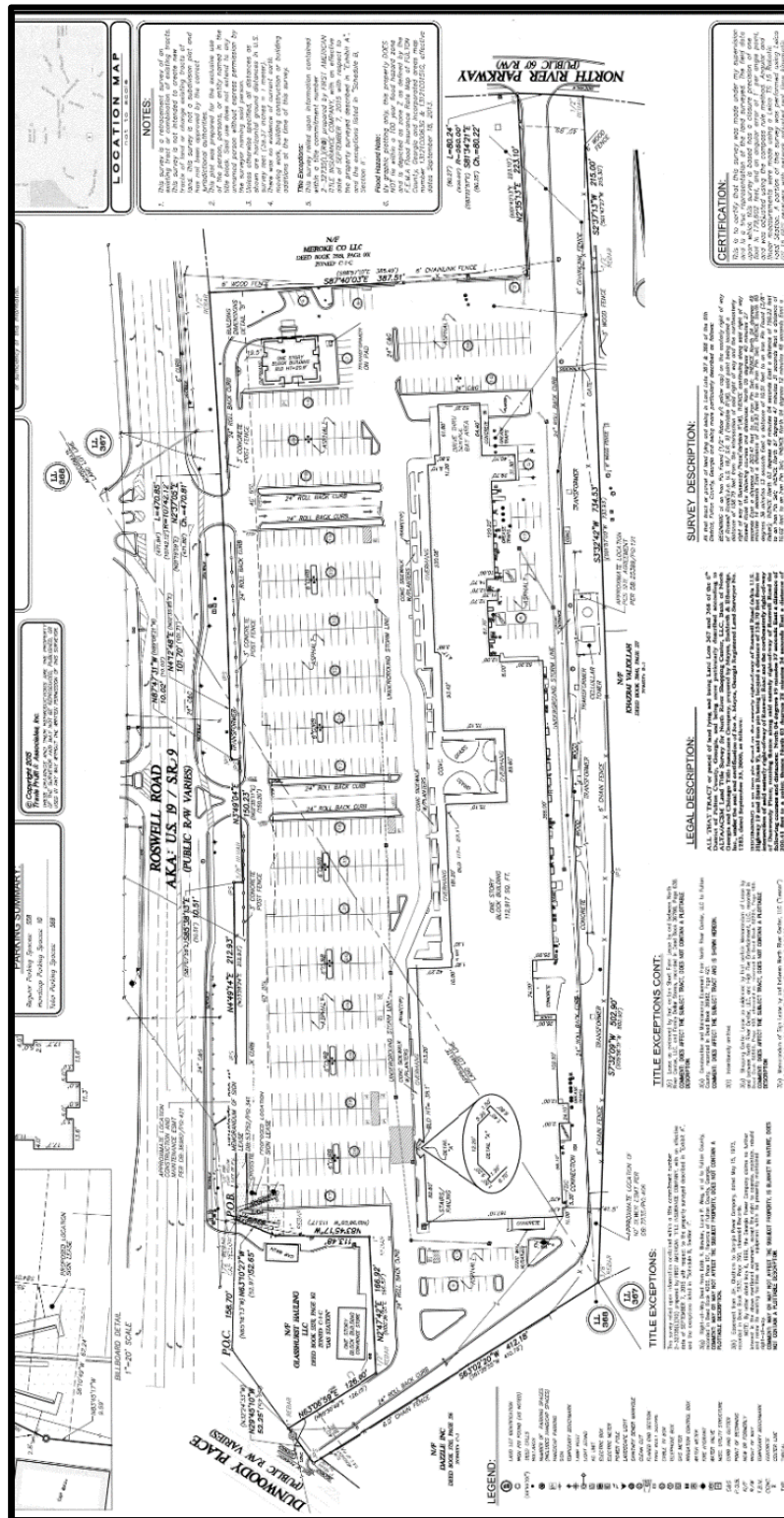


ZONING MAP



AERIAL IMAGE





EXISTING DEVELOPMENT

Currently, the site is developed across three (3) individual SX-6 zoned lots, with various commercial businesses including retail and restaurants served by several hundred parking spaces fronting Roswell Road. These parcels abut a residential multi-unit neighborhood to the east and Roswell Road to the west. To the north of the site are an office building and restaurant, as well as North River Parkway. To the south end of the site is a gas station and Dunwoody Place Drive. The southern portion of the site lies below Roswell Road before ramping back up to meet Dunwoody Place Drive. The site overall, typical of 20th century suburban retail strip development is mostly vast, flat, and single-story structure(s). The subject site is currently in the Mixed-Use Character Area.



Above: View facing northeast from Roswell Road
Below: View of existing businesses at subject site (facing southeast)





**Above: View facing east (at rear of strip mall structure) abutting
Winding River Condo Community
Below: View of site from Roswell Road facing southeast**



As a part of the rezoning process, concepts for future developments are helpful for creating a framework as to what the potential of the site may be if the zoning request is approved. Per the Development Code, the goal for the City is to avoid placing conditions on rezonings as often as is possible (Sec. 11.3.4.D.1.):

The goal for this project from Staff’s perspective is the same; limit conditions to allow the Development Code to serve its purpose. Even more so, the requested zoning district proposed by the applicant is highly prescriptive, and largely locks in a community envisioned development. This was the goal of the North End Revitalization Advisory Committee, created by the City in 2019. The North End Redevelopment Concepts plan was created adopted in 2021.

The concept below includes 242 multi-unit dwellings, 81 single unit townhouses and 17,200 square feet of new retail. Additionally 35,228 square feet of existing retail is expected to remain due to leasing obligations. The multi-unit count is precisely 75% of the total residential unit count, with the remaining 25% being the required single unit residential.

Park and amenity space will exceed the required 15% of the site. Also, per the Development Code requirements, a new north/south street (City standard construction) will be developed in addition to the two new east/west connector streets throughout the site.

The plan also calls for updated and ultimately improved automobile access, flow, and general interaction with existing rights-of-way and neighboring properties, as compared with the loosely defined traffic flow and patterns associated with expansive suburban retail parking. The



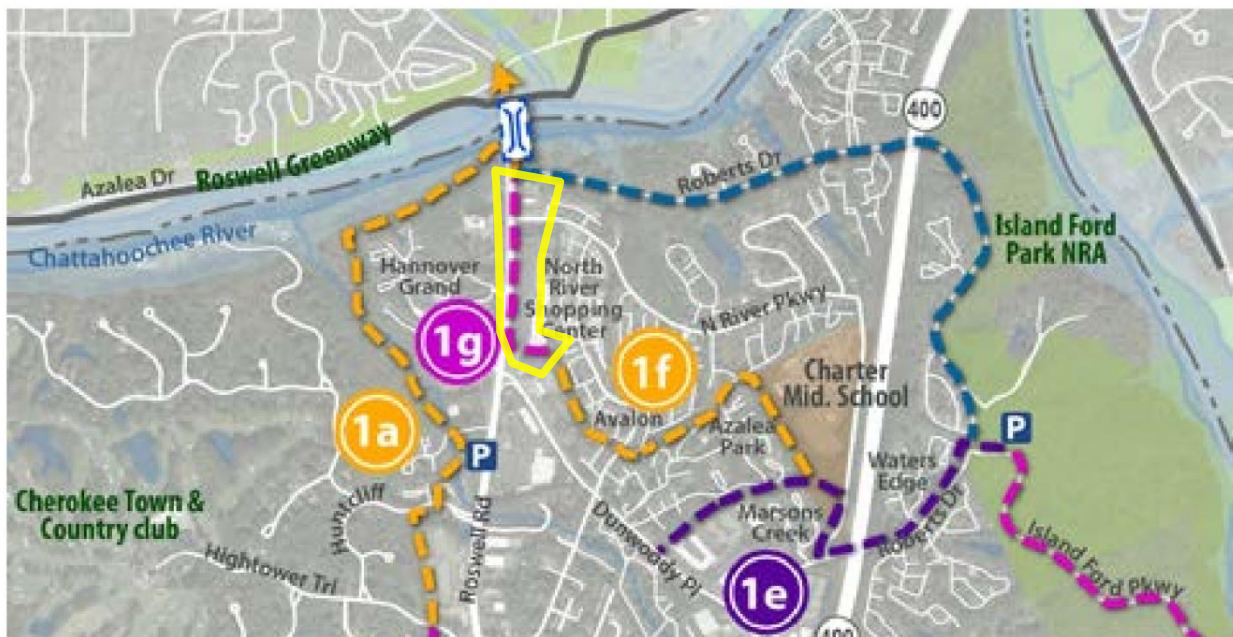
portion of the plan that will noticeably not be for redevelopment in a fully committed sense will be included in a required future development plan known as a Preliminary Plat (Concept Plan). This is created at the permitting stage and will help plan for the remaining build-out and any future connections to neighboring properties not yet realized, in an effort to continue to prioritize an improved grid network for the City of Sandy Springs.

Egress and ingress to the site would remain mostly the same in terms of location. The southern access to the site via Dunwoody Place would remain a right-out only, with improved infrastructure as required from its existing state. The two access points off of Roswell Road would also be improved and would ultimately be designed to unite with the Public Works North End Boulevard project planned for the entire Roswell Road frontage of the property. The Trails Master Plan also calls for access to and from the site.

The southern portion of Trail Segment 1g is planned to cross the property near its southern boundary, from west to east. This segment is planned to connect Trail Segment 1g to 1f, which makes key pedestrian connections for the Dunwoody Place community to Roswell Road, and the Chattahoochee as described and illustrated in page 14 of the Trails Master Plan:

“the North River Shopping Center, segment 1f will traverse two multi-family residential complexes by utilizing green space and retrofitting the space between the apartment building and the commercial parking lot along Roswell Road. Timing for implementation of this segment will need to be synced with the future redevelopment in this area. Finally, segment #1g is proposed as a side path along Roswell Road by retrofitting the greenspace between Roswell Road and the parking lot at North River Shopping Center. This segment will essentially connect to the planned side path along Roberts Drive as well as the connection to the Roswell Pedestrian Bridge.”

The area described above can be seen in the image below, dashed in pink and outlined in yellow.



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. Shopfront Mixed Use (SX-) is “intended to provide for a variety of retail, service and commercial uses, as well as upper-story multi-unit residences,” which is what the existing zoning already allowed for by right. The City does recognize that the property as developed is currently underutilized and that rezoning to North End Mixed Use (NEX-) could help with the feasibility of new development on the site while also providing increased opportunity for homeownership through required single unit housing (25% of total residential units required) supply, a goal of the City as envisioned in the Next Ten Comprehensive Plan.

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

Finding: The proposed Amendment substantially conforms with the Comprehensive Plan as any development on the property would be required to develop one quarter of the residential units as single unit, which are most typically associated with homeownership opportunity, a goal of the Next Ten.

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

Finding: The request substantially conforms with the stated purpose and intent of this Development Code in that it attempts to “*promote... predictable urban development that aligns with the vision and policies set forth by The Next Ten Comprehensive Plan. This plan defines a vision for growth that strives 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.*” The North End Redevelopment Concepts plan was created to help introduce very specific and realistic concepts that would ultimately serve as a framework for a new incentive-based zoning district to be added into the Development Code. The new district would incentivize redevelopment of our large retail properties in the North End. The clear goal in mind with the project was to align with the Comprehensive Plan implementation strategy to incentivize revitalization in our underutilized commercial areas.

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

Finding: The Zoning Map Amendment will reinforce the existing and planned character of the area by allowing all of the uses currently allowed in the zoning districts surrounding the property, and potentially increasing viability of redevelopment of the site to include new retail and housing opportunities.

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

Finding: The subject properties are appropriate for the development allowed in the proposed district and the use and development of adjacent properties in that the properties are surrounded by office, retail/commercial, and multi-unit developments, all of which blend well with the uses allowed in NEX-.

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

Finding: While there are not substantial reasons why the property must not be used according to the existing zoning, the proposed development could not be achieved with the current zoning; and according to the North End Redevelopment Concepts plan, this is the desire of the community and meets the goals of the City's long-term community and economic development plans.

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

Finding: There is a need, or no less than a strong desire for the proposed uses at the proposed location as it would increase the viability of single unit housing, market rate rental housing, walkable lifestyle retail and commercial, improved amenity space, and increased automobile access and traffic flow in the local vicinity.

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: 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.

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

Finding: The Zoning Map Amendment will not significantly impact the natural environment, including air, water, noise, stormwater management, wildlife and vegetation. The majority of the site now is asphalt or retail structure. The concept plan, and the Development Code both will require the amount of natural infrastructure on the site to increase in a major way through tree canopy, amenity space, streetscape improvement requirements, green infrastructure and general stormwater runoff capture and infiltration standards that would be required.

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

Finding: The Zoning Map Amendment will not have a significant adverse impact on property in the vicinity of the subject property. As already mentioned, any redevelopment of a property which was originally built in the previous century will see markedly improved standards on site that would manifest themselves through increased responsibility to its neighbors.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

No comment provided.

Sandy Springs Transportation Engineer:

Developer should continue to coordinate with Sandy Springs' Public Works Department regarding the ongoing Roswell Road North End Boulevard project (T0071), especially as it relates to access to the site and ROW needs. •The site plan should show the required streetscape improvements. •The site plan should show the southern Roswell Road driveway as right in, left in, and right out, per the request for a median opening at that location. •Sight Distance study is required for driveway onto North River Parkway. •Traffic Study should study two alternatives: 1) Raised median on Roswell Road with signalized intersection of North River Pkwy/Roswell Road 2) Raised median on Roswell Road with full access, unsignalized intersection of North River Pkwy/Roswell Road •Internal streets and intersections should meet Development Code and Technical Manual requirements, including, but not limited to line-of-sight requirements and driveways/access shall not be less than 85 degrees. •Interparcel access to the condominiums to the east should be shown in a feasible location. •Pedestrian circulation/sidewalks shall be provided from all proposed townhome units to the site sidewalk network. •An ADA-accessible path shall be provided to the MARTA bus stop on the property frontage.

Sandy Springs City Engineer:

No comment provided.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

No comment provided.

Sandy Springs Sustainability Manager:

No comment provided.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

We have no issues with the rezoning itself, but it should not be conditioned to this site plan as it does not work for fire department access.

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 were approximately 65 in-person and virtual attendees, including the Applicant's team, Council members and community business owners, on January 9, 2023, held both in person and virtually. Topics discussed included providing public spaces, low-income housing, pedestrian cross walks and sidewalks, and retail types.

Community Meeting II

For the Community Meeting II there were approximately 46 in-person and virtual attendees, including the Applicant team, the President of SSCN, on January 30, 2023, held both in person and virtually. Topics discussed included construction materials, price points for the residential uses, parking, and unit size.

Correspondence Received

At the time of this draft, there have been no public comments.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Approval of Zoning Map Amendment RZ22-0005, request for a Zoning Map Amendment of 8765 & 8800 Roswell Road and 0 Dunwoody Place (Parcel # 06 0367LL0666, 06 0367LL0625, 06 0367LL0658)** from Shopfront Mixed Use – 6 stories maximum height (SX-6) to North End Mixed Use – 5 stories max height without bonus; 6 stories max height with retail ground floor, using retail bonus (NEX- 5/6) with the following conditions:

1. The applicant coordinates with the Recreation and Parks Department to locate, develop, and provide permanent access easement to a suitable connection from planned trail segment 1f to planned trail segment 1g similar-to as prescribed in the Trails Master Plan; and
2. The applicant coordinates with the Public Works Department on any future road projects abutting the property; and
3. The applicant be required to abide by any conditions provided by the Atlanta Regional Commission if a Development of Regional Impact Review is required.

Received

December 1, 2022, 12:17 PM



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Case No.: **RZ22-0005**
Planner's initials: *[Signature]*

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 8765 & 8800 Roswell Road & 0 Dunwoody Place, Sandy Springs GA 30350	
	Parcel Tax ID(s): 06 0367 LL0666, 06 0367 LL0625, 06 0367 LL0658	
	Total acreage: 13.15	Council District: 2
	Current zoning: SX-6	Current use: Commercial
	Character Area: Mixed Use & Commercial/Mixed Use	

APPLICATION	Purpose of the Application: Rezoning to NEX-5/6	
	Check all that apply:	
	☒ Zoning Map Amendment (Rezoning)	☐ Conditional Use Permit
	Detailed request:	
	Rezoning property located at 8765 & 8800 Roswell Road and 0 Dunwoody Place from SX-6 to NEX-5/6	
Petitioner: SRPFA/North River, L.L.C.		
Petitioner's address: 1115 Howell Mill Road, Suite 300, Atlanta, GA 30318		
Phone: [REDACTED]	Email: [REDACTED]	streamrealty.com

OWNER	Property owner: SRPFA/North River, L.L.C.	
	Owner's address: 1115 Howell Mill Road, Suite 300 Atlanta, Georgia 30318	
	Phone: [REDACTED]	Email: [REDACTED] streamrealty.com
	Signature (authorizing initiation of the process): <i>[Signature]</i>	
	If the property is under contract, provide a copy of the contract	

- TO BE FILLED OUT BY P&Z STAFF -

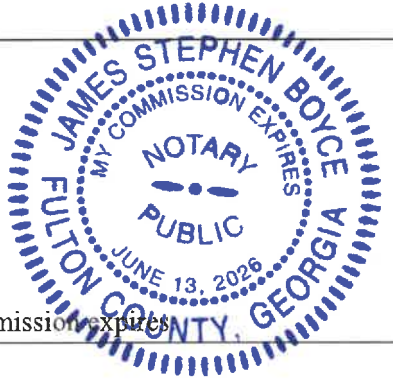
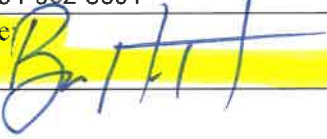
Pre-Application Meeting date: 11-18-2022	Anticipated Application date: 1-17-2023
CMI date, time, and location: Monday, January 9, 2023, 6:00 PM, 9040 Roswell Road - River Ridge	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	



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AUTHORIZATION FORM – PART I

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

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name: SRPF A/North River, LLC	Sworn and subscribed before me this
Address: 1115 Howell Mill Road, Suite 300	<u>5</u> th day of <u>December</u> 20 <u>22</u>
City, State, Zip Code: Atlanta, GA 30318	Notary public:
Email address: bhautt@streamrealty.com	Seal:
Phone number: 404-962-8601	
Owner's signature: 	Commission expires:

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:	Sworn and subscribed before me this
Company name:	th day of _____ 20 ____
Address:	Notary public:
City, State, Zip Code:	Seal:
Email address:	
Phone number:	
Applicant's signature:	Commission expires:

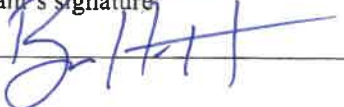


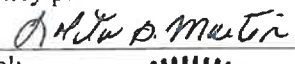
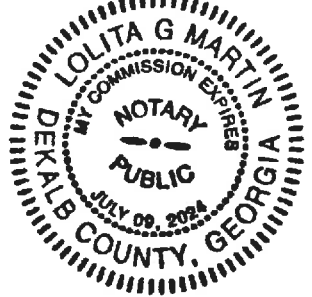
SANDY SPRINGS"

GEORGIA

AUTHORIZATION FORM – PART II

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

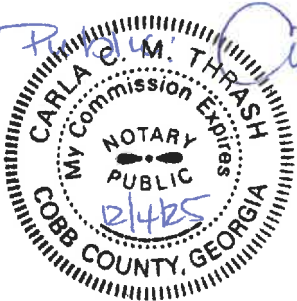
Agent's name: Jessica Hill
Company: Troutman Pepper Hamilton Sanders LLP
Address: 600 Peachtree Street, Suite 3000
City, State, Zip Code: Atlanta, GA 30308
Email address: jessica.hill@troutman.com
Phone number: (404) 885-3925
Agent's signature: 
Applicant's signature: 

Sworn and subscribed before me this 13 th day of February 2023
Notary public: 
Seal: 
Commission expires: 7-9-2024

Sworn and subscribed before
me this 13th day of February 2023

Notary Public 

Seal



Commission expires 12/4/2025



SANDY SPRINGS™
GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

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

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

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

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

Name: <i>Benny Hunt</i>	Date: <i>12/3/22</i>
Signature: <i>Benny Hunt</i>	

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



SANDY SPRINGS™
GEORGIA

DISCLOSURE OF CONTRIBUTION FORM

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

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

N/A

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

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

Name:	Jessica Hill on behalf of Morris, Manning & Martin, LLP
Signature:	Jessica Hill
Date:	1/4/23

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

Jessica L. Hill
D 404.885.3925
jessica.hill@troutman.com

February 20, 2023

City of Sandy Springs
c/o Community Development Department
1 Galambos Way
Sandy Springs, GA 30328

**Re: RZ22-0005 – 8765 and 8800 Roswell Road and 0 Dunwoody Place
Letter of Intent for Zoning Map Amendment**

To Whom It May Concern:

This Zoning Map Amendment application requests the change in zoning of a 13.15 acre property from SX-6 to NEX-5/6 to accommodate the redevelopment of the existing North River Village Shopping Center. The entire shopping center contains 13.67 acres, however, the northwest corner of the property where the former bank location sits is not included in the zoning request due to an incompatible character area.

The proposed development is targeted to include approximately 242 multi-unit dwellings, 81 single unit attached townhomes, 17,200 square feet of new retail and co-working space and 35,228 square feet of existing retail use. The project includes 494 parking spaces and an administrative variance to reduce the parking required to allow 494 parking spaces based on shared parking will be requested separately.

The multi-unit residential uses have been located along the Roswell Road frontage and will have retail ready space at the sidewalk level on Roswell Road and along the internal primary street and commercial space where six story components are proposed. Townhomes are located around the perimeter of the property on all sides. A portion of the existing retail building will remain to accommodate existing lease obligations.

Best,



ZONING IMPACT ANALYSIS

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

The requested zoning map amendment will rezone the property from SX-6 to NEX-5/6 to accommodate the redevelopment of the North River Village Shopping Center. This proposed redevelopment meets the challenge of the changing condition and fact that aging, sprawling shopping centers, such as the North River Village Shopping Center, are challenged by economic viability. Like similar shopping centers, the North River Village Shopping Center has become dated and in need of redevelopment to more efficiently use the already limited land available for redevelopment in the city. Redevelopment of these shopping centers accommodate other stated needs and goals of the city including modernized higher density residential mixed use developments. The NEX 5/6 zoning district requested by this application was created to accommodate this very change. Once development is complete, the site will contain varying residential housing types and retail/commercial uses in accordance with the intent and requirements of the new NEX 5/6 zoning district.

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

The property has a mixed use character area designation and is identified in the Roswell Road Small Area Plan as a site for a potential mixed-use development. The proposed zoning map amendment will allow for the redevelopment of the property with high density residential and ground-floor retail and commercial uses. These uses are directly aligned with the stated goals of the mixed use character area designation for the property, which includes street facing buildings based on a pre-determined build-to-line to encourage active and human-scale pedestrian environment along Roswell Road. The mixed-use development proposed by this application is in substantial conformity with the Comprehensive Plan including the Roswell Road Small Area Plan.

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

The stated purpose and intent of the Development Code with respect to the proposed zoning is to provide residential living in multi-unit residences, balanced with a minimum of 25% of all units provided as single unit residential. The only properties eligible to apply to the proposed NEX 5/6 zoning district must contain at least eight acres in area and be located along Roswell Road north of Dalrymple. The development proposed by this application contains the exactly the uses intended by the zoning district and on a property of the size and location that is aligned with stated criteria of the zoning district. The 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.**

As stated above, the area generally and the property specifically is planned for a mixed use development with street facing buildings along Roswell Road. The development proposed by this application is consistent with the planned character of the area as shown on the enclosed site plan. The site plan shows a residential mix that includes single unit and multi-unit residences

along with retail/commercial uses facing Roswell Road and at street level within the development. The zoning map amendment proposed by this application will accommodate a redevelopment of the property that directly reinforces the planned character of this area.

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

The subject property is the type of property identified by the NEX 5/6 zoning district that is appropriate for the development proposed by this application. Further, the use and development of adjacent properties include a variety of uses such as offices directly across Roswell Road to the west, multifamily and single family residential uses to the east, and commercial and office uses to the north and south. The proposed mixed use development on the property is appropriate for the development allowed in the proposed district and the use and development of adjacent properties.

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

The existing Shopfront Mixed-Use zoning district is misaligned with the stated goals and plans for this property as indicated by the Comprehensive Plan including the Roswell Road Small Area Plan. The existing zoning would allow a mixed use development more significantly focused on retail, service and commercial uses with some residential uses based on the intent of that zoning district. Under the proposed NEX zoning that was implemented with this property in mind, the type of development allowed and desired is one that is more street facing and focused on the addition of a both single unit and multi unit housing and street level retail such as the development proposed by this application. The type of development allowed under the current zoning would not serve the stated intent of the Comprehensive Plan and Roswell Road Small Area Plan and is a substantial deviation from the type of development desired by the city for this property.

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

The current use of the property is a dated strip shopping center with a variety of commercial uses. The property includes an extensive surface parking lot with the majority of the improvements located away from Roswell Road. The current use of the property represents a dated development model and is an inefficient use of the land. The proposed redevelopment presents an opportunity to provide the type of development that more efficiently uses the land in alignment with the type of development form and function desired by the Development Code by bringing the buildings closer to Roswell Road. The proposed uses of this site is exactly the type of development desired by the newly implemented NEX zoning district. The proposed use includes the desired mix of residential and retail/commercial uses and will include the building form expressly desired by the Development Code that will help modernize the built environment in this area.

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

The property is located in a highly developed area. All necessary infrastructure and facilities are available to the property. It is not anticipated that the provision of services and use of public facilities as a result of the proposed development will significantly impact existing development in the area given the location on Roswell Road. As it relates to schools, there is an expected impact due to the inclusion of residential uses on the property but that impact is expected to be minimal given the multi-unit and attached single-unit residential development proposed. The impact on the road infrastructure will be similar if not lessened by the proposed development as the existing use on the property is a more intensive use.

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

The property is currently developed and does not include natural environments, wildlife or vegetation. There is no element of the proposed development that has the potential to significantly impact air and water quality. The proposed development does not include any feature that will generate noise pollution. Stormwater management will be accommodated and managed internal to the property.

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

The Zoning Map Amendment will not adversely impact property in the vicinity. As mentioned above, the existing properties in proximity to the proposed development are developed with a variety of uses including residential, office, commercial and retail uses. The redevelopment of the property will create a mixed use development that will add to the character of the area while positively impacting property in the vicinity. The existing use of the property is more intensive than the proposed use as the property will transition from a commercial strip center to mixed use development with residential uses. Further, the proposed redevelopment will help support the existing retail/commercial uses nearby while adding additional retail/commercial uses that will be beneficial to the existing residential uses to the immediate east.

CASE No. CZ22-005

CM1 1/9/2023

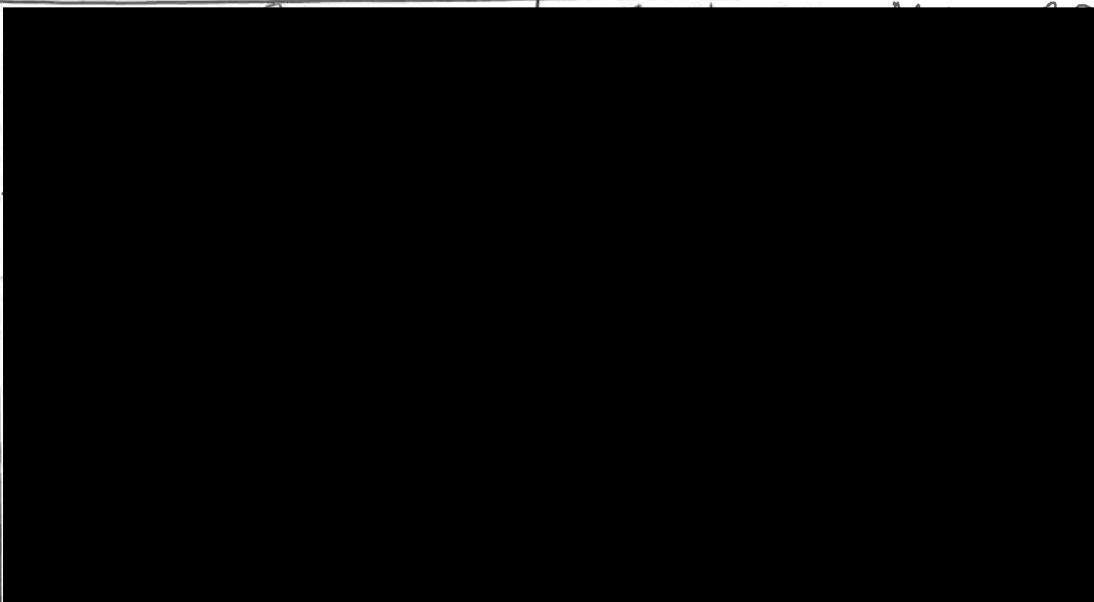
NAME	EMAIL	ADDRESS
M. COHEN		
Robyn Brown		
Virginia Crabtree		
PAUL NEITZEL		
KATHLEEN "		
Jacquiesia Smith		
Jessica Barfield		
GARY ALEXANDER		
Peter Boucher		
Carole Walton		
Hanna M.		
Garlunn Story		
Ashleeanna Higgins		
Michele McIntosh-R		
Curtis McIntosh		
Scott Long		
ANDUM HUSSAIN		
Sequoia Hanneman		
Erik Fleming		
Renée Hoot		

CASE No CZ22-005
CM1 1/9/2023

NAME	EMAIL	ADDRESS
MATTHEW Anspach		
JENNIFER LUSURDO		
JAY SILVERMAN		
Karen DeRosa		
Miranda Gore		
Angela Bennett		
Marilyn Reese		
Jane Whitmer		
Beverly Harper		
LaQuita Williams		
Beth Boger		
Missy Eshpeter		
Grant Eshpeter		
Michelle Story		
Gaelann Story		
Suzanne Durbin		
Jason Hamilton		
Kim Thomas		
Mary Baron		

CASE No CZ 22-005

CM1 1/9/2023

NAME	EMAIL	ADDRESS
BEN HARTT		
Katie Schubert		
RONDA SMITH		
Carolyn Axt		
Bob Axt		
Hernandez Weldon		
Daroy York		

@ HRYs Bruno

Dan's Cowhman



CMI Summary
RZ22-005

Community Meeting I was held on January 9, 2023 at 6pm at the River Ridge office building located at 9040 Roswell Road across from the subject property. The meeting was also made available virtually via Zoom. The meeting lasted approximately one hour. In addition to many general questions about the project location, timing, project scope and reason for the zoning, the questions and topics raised at the meeting may be broadly summarized as follows:

I. Gathering Areas. There were several questions about open areas and publicly accessible areas within the project. Suggestions were made to provide a playground or other gathering areas within the project. The project will not be gated and will include sidewalks through the development for pedestrian access. The close proximity of the project to the river and its amenities was discussed

II. Traffic. Concerns were raised about the traffic the project would generate and how it would be managed. The project will include vehicular access points on Dunwoody Place, Roswell Road and North River Parkway. Further, this portion of Roswell Road is being modified by others independently of this application to include turning lane accommodations and a traffic signal at North River Parkway which will help traffic impact. Development of the project will include a traffic study to examine and mitigate traffic impacts.

III. Housing. The applicant received several questions about the price point of the homes, whether the units would be for sale and the difference between concrete and steel construction versus wood construction. The multi-unit dwellings are proposed to be rental and the townhomes are proposed to be for sale. Per the current and proposed zoning regulations, the project is not required to, and is not planned to include an affordable housing component. The project will include the 25 percent single unit attached dwellings required by the NEX zoning district and the retail ready sidewalk level spaces.

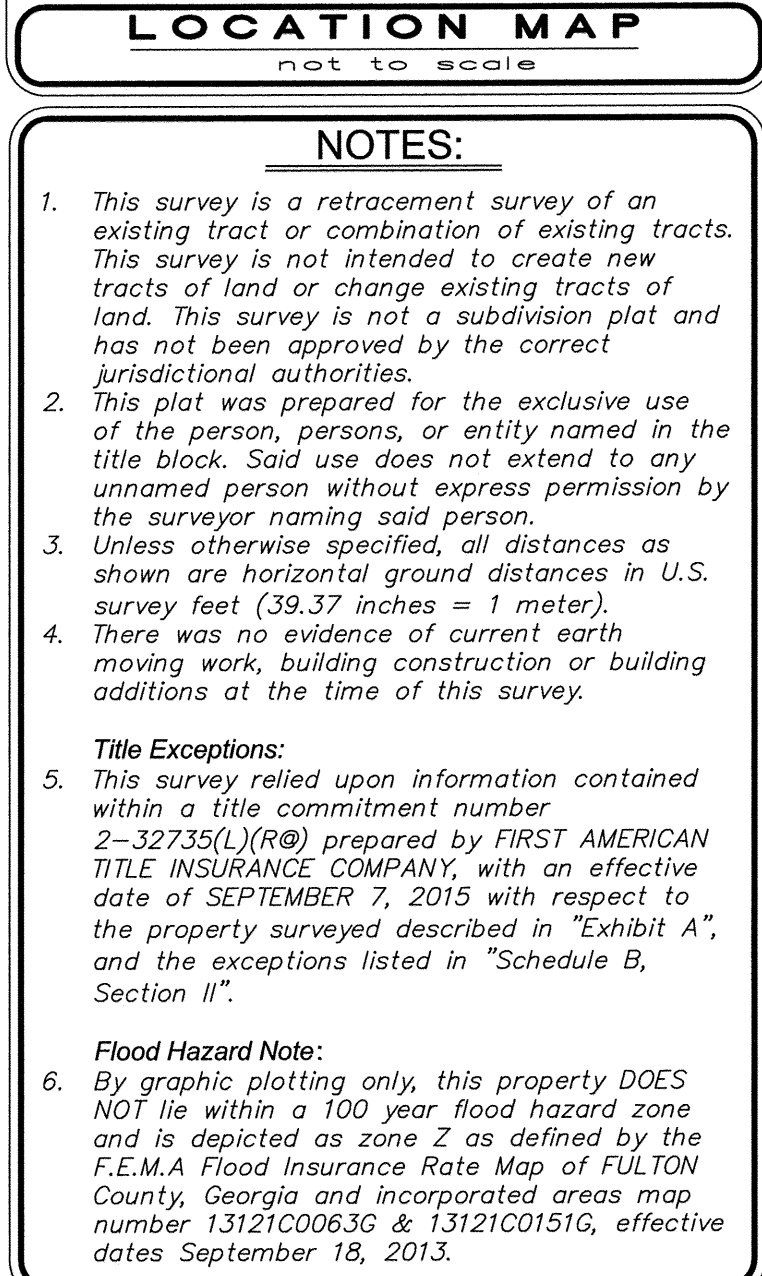
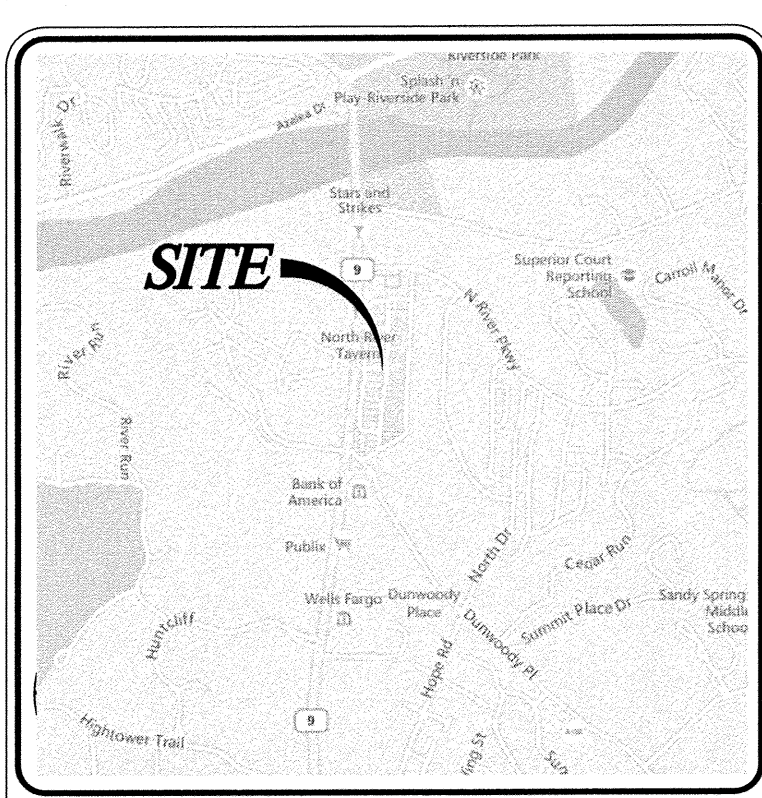
IV. Commercial Uses. The community inquired about the proposed commercial uses. The project will retain approximately 35,228 square feet of existing commercial space and add 15,600 square feet of new retail and co-working space. The applicant would like to see new restaurant uses in the project. A few attendees asked to include a grocery store in the project, which was a concept that was turned down through zoning a few years ago on this property.

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 367 AND 368 OF THE 6TH DISTRICT OF FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND ON THE EASTERLY RIGHT-OF-WAY OF ROSWELL ROAD (A.K.A. U.S. HIGHWAY 19 AND STATE ROUTE 9), SAID IRON PIN BEING LOCATED A DISTANCE OF 158.70 FEET FROM THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY OF ROSWELL ROAD AND THE NORTHEASTERLY RIGHT-OF-WAY OF DUNWOOD PLACE; RUNNING THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF ROSWELL ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 04 DEGREES 19 MINUTES 37 SECONDS EAST A DISTANCE OF 200.41 FEET TO A POINT; THENCE NORTH 03 DEGREES 28 MINUTES 24 SECONDS EAST A DISTANCE OF 212.93 FEET TO AN IRON PIN FOUND; THENCE SOUTH 87 DEGREES 07 MINUTES 58 SECONDS EAST A DISTANCE OF 10.21 FEET TO AN IRON PIN FOUND; THENCE NORTH 02 DEGREES 35 MINUTES 11 SECONDS EAST A DISTANCE OF 150.20 FEET TO AN IRON PIN FOUND; THENCE NORTH 89 DEGREES 08 MINUTES 21 SECONDS WEST A DISTANCE OF 10.02 FEET TO AN IRON PIN FOUND; THENCE NORTH 02 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 101.71 FEET TO AN IRON PIN FOUND; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 10742.12 FEET AN ARC OF 320.83 FEET, SAID ARC BEING SUBLENDED BY A CHORD BEARING NORTH 03 DEGREES 01 MINUTES 6 SECONDS EAST, A DISTANCE OF 320.84 FEET TO A POINT; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF ROSWELL ROAD AND RUNNING SOUTH 87 DEGREES 40 MINUTES 3 SECONDS EAST A DISTANCE OF 150.00 FEET TO A POINT; RUNNING THENCE NORTH 01 DEGREE 46 MINUTES 13 SECONDS EAST A DISTANCE OF 150.01 FEET TO A POINT; RUNNING SOUTH 87 DEGREES 40 MINUTES 3 SECONDS EAST A DISTANCE OF 237.49 FEET TO A POINT; RUNNING THENCE NORTH 01 DEGREE 40 MINUTES 13 SECONDS EAST A DISTANCE OF 223.10 FEET TO AN IRON PIN SET ON THE SOUTHERLY RIGHT-OF-WAY OF NORTH RIVER PARKWAY; RUNNING THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF NORTH RIVER PARKWAY ALONG THE ARC OF A CURVE HAVING A RADIUS OF 950.00 FEET AN ARC DISTANCE OF 80.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83 DEGREES 22 MINUTES 57 SECONDS EAST, A DISTANCE OF 80.25 FEET TO AN IRON PIN SET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY OF NORTH RIVER PARKWAY AND RUNNING SOUTH 01 DEGREE 47 MINUTES 27 SECONDS WEST A DISTANCE OF 215.30 FEET TO AN IRON PIN FOUND; RUNNING THENCE SOUTH 01 DEGREES 57 MINUTES 00 SECONDS WEST A DISTANCE OF 733.93 FEET TO AN IRON PIN SET; RUNNING THENCE SOUTH 05 DEGREES 56 MINUTES 31 SECONDS WEST A DISTANCE OF 502.90 FEET TO AN IRON PIN SET; RUNNING THENCE SOUTH 61 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 410.79 FEET TO AN IRON PIN SET ON THE NORTHEASTERLY RIGHT-OF-WAY OF DUNWOODY PLACE; RUNNING THENCE NORTH 32 DEGREES 24 MINUTES 33 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DUNWOODY PLACE, A DISTANCE OF 52.25 FEET TO AN IRON PIN SET; THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DUNWOODY PLACE AND RUNNING NORTH 60 DEGREES 30 MINUTES 49 SECONDS EAST A DISTANCE OF 126.05 FEET TO AN IRON PIN SET; RUNNING THENCE NORTH 00 DEGREES 36 MINUTES 55 SECONDS EAST A DISTANCE OF 166.57 FEET TO AN IRON PIN SET; RUNNING THENCE NORTH 85 DEGREES 56 MINUTES 05 SECONDS WEST A DISTANCE OF 113.17 FEET TO AN IRON PIN SET; RUNNING THENCE NORTH 65 DEGREES 16 MINUTES 13 SECONDS WEST A DISTANCE OF 52.97 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 572,947 SQUARE FEET OR 13.15 ACRES



TITLE EXCEPTIONS

This survey relied upon information contained within a title commitment number 2-327553(J002) prepared by FIRST AMERICAN TITLE INSURANCE COMPANY, with an effective date of SEPTEMBER 7, 2015 with respect to the property surveyed described in "Exhibit A" and the exceptions listed in "Schedule B, Section II".

3(g) Right-of-Way Deed from Edith R. Bowden, Laura P. Wing, et al. to Fulton County, recorded in Deed Book #266, Page 101, Records of Fulton County, Georgia.
COMMENT: MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY, DOES NOT CONTAIN A PLOTTABLE DISPOSITION.

3(h) Easement from J.H. Oatham to Georgia Power Company, dated May 15, 1973, recorded in Deed Book 5830, Page 260, aforesaid Records.
NOTE: By letter dated May 6, 1999, the Georgia Power Company claims no further interest in the above mentioned easement, except the right to operate, maintain, rebuild and use its existing facilities and equipment within its presently maintained right-of-way.
COMMENT: MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY, IS BLANKET IN NATURE, DOES NOT CONTAIN A PLOTTABLE DISPOSITION.

3(i) Easement from Robert M. Schaumann to Georgia Power Company, recorded in Deed Book 5877, Page 3.
COMMENT: MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY, IS BLANKET IN NATURE, DOES NOT CONTAIN A PLOTTABLE DISPOSITION.

3(j) Sewer Easement from North River, Ltd. to Jerry L. Cole, recorded in Deed Book 7235, Page 406.
COMMENT: DOES AFFECT THE SUBJECT TRACT AND IS SHOWN HEREON.

3(k) Sewer Easement from North River Limited, a Georgia limited partnership to Fulton County, recorded in Deed Book 8143, Page 377.
COMMENT: MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY, DOES NOT CONTAIN A PLOTTABLE DISPOSITION.

3(l) Intentionally omitted

3(m) Intentionally omitted

3(n) Intentionally omitted

3(o) Intentionally omitted

3(p) PCS Site Agreement as evidenced by that certain Memorandum of PCS Site Agreement and by between North Rowland Development Associates, Inc., recorded in Deed Book 25358, Page 11.
COMMENT: DOES AFFECT THE SUBJECT TRACT AND IS SHOWN HEREON.

TITLE EXCEPTIONS CONT:

(V) Lease as evidenced by that certain Short Form Lease by between North River Center, LLC, and Family Dollar Stores, recorded in Deed Book #6798, Page 638
COMMENT: DOES THE SUBJECT TRACT AND DOES NOT CONTAIN A PLOTTABLE DESCRIPTION.

(X) Construction and Maintenance Easement from North River Center, LLC to Fulton County, recorded in Deed Book #6982, Page 421.
COMMENT: DOES THE SUBJECT TRACT AND IS SHOWN HEREON.

(Y) Intentionally omitted

(Z) Shopping Center Lease as evidenced by that certain Memorandum of Lease by and between North River Center, LLC, and High Five Entertainment, LLC, recorded in Deed Book #2569, Page 468, offset re-recorded in Deed Book #5274, Page 150.
COMMENT: DOES THE SUBJECT TRACT, DOES NOT CONTAIN A PLOTTABLE DESCRIPTION.

(A) Memorandum of Sign Lease by and between North River Center, LLC ("Lessor") and Action Outdoor Advertising A JV, LLC, a Georgia limited liability company ("**COMMENT:** DOES THE SUBJECT TRACT ALONG THE SOUTHERN PORTION AND IS SHOWN HEREON.

(W) Those matters as disclosed by that certain survey entitled "ALTA/ACSM Land Title Survey SWPP /A/North River, L.L.C., & LA Capital, LLC, a Delaware limited liability company, dated as of November 14, 2011, North Fulton Outdoor LLC, Clear Channel Outdoor, Inc., Specialized Time Services, Inc., Stewart Title Guaranty Company & First American Title Insurance Company, prepared by Travis Pruitt & Associates, PLLC, dated October 19, 2011, which was duly recorded in the Official Registered Land Surveyer No. 2802, dated October 19, 2015, being designed as Job No. 11-050.".
COMMENT: DOES THE SUBJECT TRACT AND IS SHOWN HEREON.

LEGAL DESCRIPTION:

ALL THAT TRACT or parcel of land lying and being Land Lots 367 and 368 of the 6th District of Fulton County, Georgia, and being more particularly described according to the plat of said lots as shown on the map of said County, Georgia, and as shown on the Georgia and Chicago Title Insurance Company, prepared by Mayes, Suddeth & Ethridge, Inc., under the seal and certification of J. A. Mayes, Georgia Registered Land Surveyor No. 1283, dated September 15th, 2000, as follows:

BEGINNING at an iron pin found on the easterly right-of-way of Roswell Road (a/k/a US Highway 41) at the intersection of said easterly right-of-way of Roswell Road and the northeasterly right-of-way of Dunwoody Place; running thence along said easterly right-of-way of Roswell Road the distance of 200.41 feet to a point; thence North 01 degrees 28 minutes 24 seconds East a distance of 212.93 feet to an iron pin found; thence South 87 degrees 07 minutes 18 seconds East a distance of 107.42 feet to an iron pin found; thence North 01 degrees 28 minutes 24 seconds East a distance of 150.20 feet to an iron pin found; thence North 89 degrees 08 minutes 21 seconds West a distance of 107.42 feet to an iron pin found; thence North 01 degrees 28 minutes 24 seconds East a distance of 101.13 feet to an iron pin found; thence along the arc of a curve having a radius of 107.42 feet an arc distance of 471.84 feet, said arc being southerly right-of-way of North River Parkway and running thence North 01 degrees 28 minutes 24 seconds West a distance of 471.80 feet to a point; thence leaving said easterly right-of-way of Roswell Road and running South 88 degrees 57 minutes 50 seconds East a distance of 385.49 feet to an iron pin found; thence North 01 degrees 28 minutes 24 seconds West a distance of 215.30 feet to an iron pin found; running thence North 01 degrees 28 minutes 24 seconds West a distance of 733.93 feet to an iron pin set on the southerly right-of-way of North River Parkway; running thence along said southerly right-of-way of North River Parkway along the arc of a curve having a radius of 107.42 feet an arc distance of 471.80 feet to an iron pin found; thence North 01 degrees 28 minutes 24 seconds West a distance of 80.25 feet to an iron pin set; thence leaving said southerly right-of-way of North River Parkway and running South 01 degree 27 minutes 57 seconds East a distance of 215.30 feet to an iron pin found; running thence North 01 degrees 28 minutes 24 seconds West a distance of 733.93 feet to an iron pin set; running thence South 05 degrees 56 minutes 31 seconds West a distance of 302.90 feet to an iron pin found; thence North 01 degrees 28 minutes 24 seconds West a distance of 215.30 feet to an iron pin set on the northeasterly right-of-way line of Dunwoody Place; running thence North 32 degrees 24 minutes 33 seconds West, along said northeasterly right-of-way line of Dunwoody Place, a distance of 113.17 feet to an iron pin set; running thence North 01 degrees 28 minutes 24 seconds West a distance of 215.30 feet to an iron pin set; running thence North 01 degrees 28 minutes 24 seconds West a distance of 113.17 feet to an iron pin set; running thence North 05 degrees 56 minutes 05 seconds West a distance of 113.17 feet to an iron pin set; running thence North 05 degrees 16 minutes 13 seconds West a distance of 52.97 feet to an iron pin found and the North

SURVEY DESCRIPTION:

All that tract or parcel of land lying and being in Land Lots 367 & 368 of the 6th Principal Meridian, County of Garfield, State of New Mexico, more particularly described as follows:

BEGINNING at an Iron Pin Found (1/2" Rebar w/ yellow cap) on the easterly right of way of Roswell Road (aka: U.S. 19 / S.R. 9) (Variable R/W), said point being located at a distance of 158.70 feet from the intersection of said right of way and the northeasterly right of way of Dunsmuir Road (aka: U.S. 19 / S.R. 9) (Variable R/W) and the following:

1. THENCE South 03 degrees 40 minutes 27 seconds East a distance of 204.01 feet to an Iron Pin Set; THENCE North 04 degrees 49 minutes 02 seconds East a distance of 101.2 feet to an Iron Pin Set; THENCE South 83 degrees 38 minutes 13 seconds East a distance of 10.51 feet to an Iron Pin Found (3/8" Rebar); THENCE North 03 degrees 49 minutes 04 seconds East a distance of 150.23 feet to an Iron Pin Set; THENCE North 02 degrees 37 minutes 05 seconds East a distance of 10.02 feet to an Iron Pin Set; THENCE North 04 degrees 12 minutes 48 seconds East a distance of 101.70 feet to an Iron Pin Set; THENCE along a curve to the left with a bearing of 101.2 feet and a chord distance of 101.2 feet to an Iron Pin Set; THENCE bearing of North 02 degrees 37 minutes 05 seconds East and a chord distance of 470.81 feet to an Iron Pin Found (1/2" Rebar); THENCE leaving said right of way South 83 degrees 38 minutes 13 seconds East a distance of 223.10 feet to an Iron Pin Set on the southerly right of way of River Parkway (60' R/W); THENCE along said right of way a distance of 80.24 feet to a curve bearing of North 02 degrees 37 minutes 05 seconds East and a chord distance of 80.22 feet to an Iron Pin Found (1/2" Rebar); THENCE along said right of way a distance of 215.00 feet to an Iron Pin Found (1/2" Rebar); THENCE South 03 degrees 32 minutes 42 seconds West a distance of 734.53 feet to an Iron Pin Set; THENCE South 83 degrees 38 minutes 09 seconds East a distance of 500.90 feet to an Iron Pin Found (3/8" Rebar); THENCE South 83 degrees 02 minutes 20 seconds West a distance of 51.18 feet to an Iron Pin Set on the northeasterly right of way Dunsmuir Road; THENCE along said right of way North 29 degrees 45 minutes 10 seconds West a distance of 52.25 feet to an Iron Pin Found (1" Rebar); THENCE leaving said right of way North 29 degrees 45 minutes 10 seconds West a distance of 52.65 feet to the POINT OF BEGINNING.

CERTIFICATION:

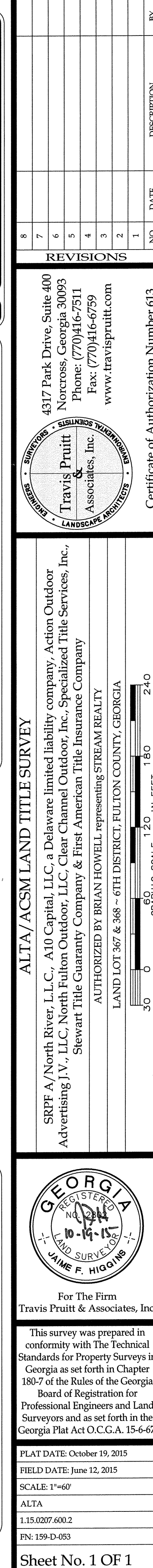
It is to be certified that this survey was made under my supervision and in accordance with the plan of the land surveyed. The field data upon which this survey is based has a closure precision of one foot in 179,602 feet, and an angular error of 1" per angle point, and was adjusted using the compass rule method. Angular and linear measurements were made using a Leica 15 Robotic Total Station. A portion of this survey was performed using Leica GS 15 GPS receivers with network adjusted real time kinematic measurements referenced to the eGSP network. The GPS survey included redundant measurements with positional accuracy better than 0.07".

This map or plat has been calculated for closure and is found to be accurate within one foot in 324,877 feet.

To: SRPF A/North River, L.L.C., A/B Capital, LLC, a Delaware limited liability company, Action Outdoor Advertising J.V., LLC, North Fulton Outdoor, LLC, Clear Channel Outdoor, Inc, Specialized Title Services, Inc., Stewart Title Guaranty Company & First American Title Insurance Company

It is to be certified that this map or plat and the survey upon which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA & ACM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b), 8, 9, 11(a), 13, 16, 21 (with a minimum of \$1,000,000) of Table A thereof. The field work was completed on JUNE 12, 2015.

Jaime F. Higgins 10-18-2015
Jaime F. Higgins Date
Georgia Reg. Land Surveyor No. 2802
For the Firm Travis Pruitt & Associates, Inc.





GENESIS ENGINEERING
COLLABORATIVE

1325 Satellite Blvd. NW
Suite 202
Suwanee, Georgia 30024
470.375.2001
www.genesiseng.net

PROJECT:
NORTH RIVER MIXED USE REDEVELOPMENT

8765-8800 ROSWELL ROAD
CITY OF SANDY SPRINGS, GEORGIA

CLIENT:
SPRF A/NORTH RIVER, LLC
1115 HOWELL MILL ROAD, SUITE 300
ATLANTA, GEORGIA 30318

REVISIONS

CLIENT COMMENTS 01/12/2023

PROJECT NUMBER:
20-155

DATE:
01/05/2023

REZONING
SITE PLAN

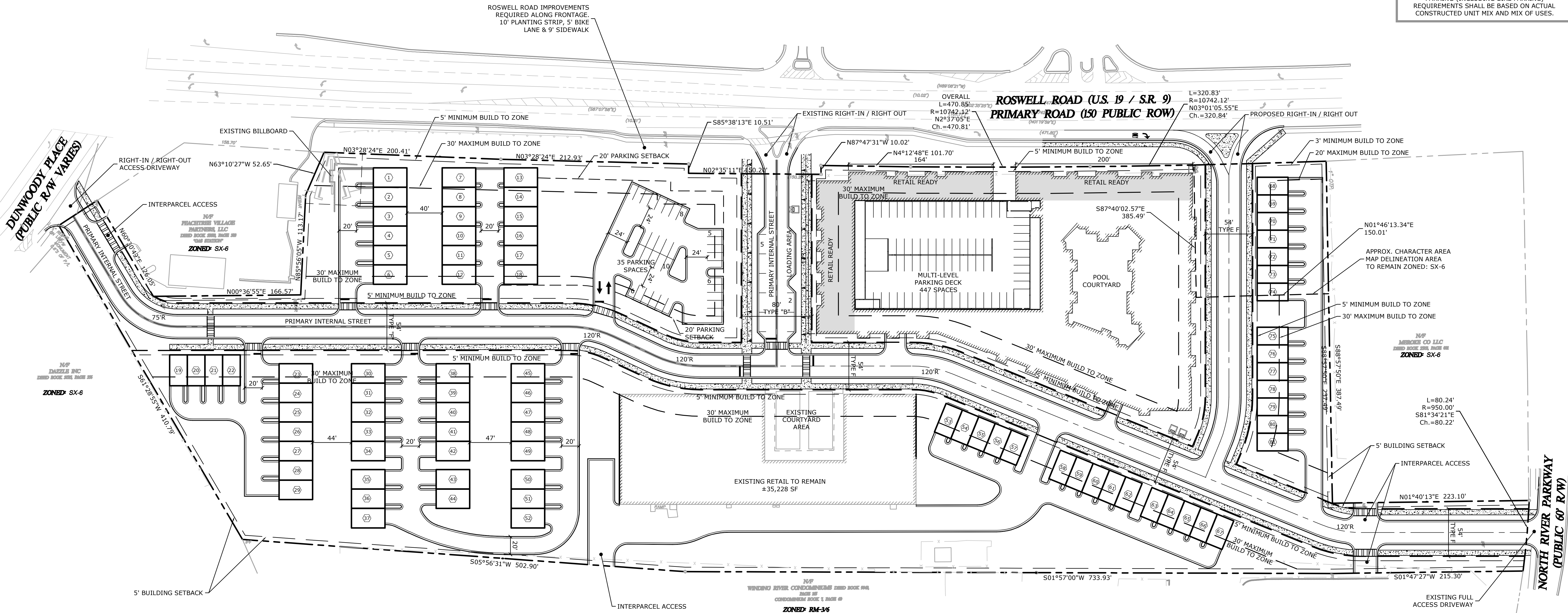
PS-4

SITE DATA

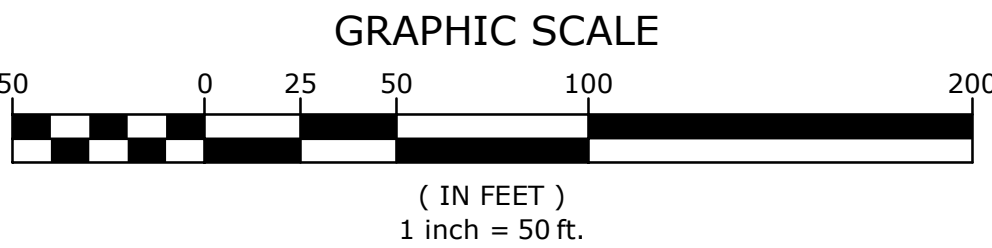
SITE AREA	13.669 ACRES
EXISTING ZONING	SX-6 (SHOPFRONT MIXED USE)
AREA TO BE REZONED	13.15 AC
PROPOSED ZONING	NEX-5/6 (NORTHEAST MIXED USE)
PROPOSED USE	MIXED USE
EXISTING RETAIL TO REMAIN	±35,228 SF
RETAIL/CO-WORKING	15,600 SF
RESIDENTIAL UNITS	323
MULTI-FAMILY	242
SINGLE UNIT TOWNHOME	81 (25%)
MAX BUILDING HEIGHT	
SX	3 STORY / 53 FT MAX.
NEX	3 STORY / 40 FT MAX.(SINGLE UNIT RESIDENTIAL)
	5 STORY / 65 FT MAX. (ALL OTHER USES)
	6 STORY / 80 FT MAX. (WITH BONUS RETAIL ON GROUND)
MULTI-FAMILY STORAGE SPACE	
MINIMUM REQUIRED	3,840 SF (16 SF/UNIT)
PROVIDED	3,840 SF
OUTDOOR AMENITY SPACE	
MIN. REQUIRED	15% (89,313 SF)
PROVIDED (WITH MINIMUM 10% AT GRADE)	15%
COTTAGE COURTYARD	
MIN. REQUIRED	600 SF/UNIT
PROVIDED	636 SF/UNIT

LOT COVERAGE	
MAX ALLOWED	70%
PROVIDED	67%
MINIMUM SHARED PARKING REQUIRED	543 SPACES
MIN. PARKING W/ 10% REDUCTION BY ADMIN. VARIANCE	489 SPACES
MULTIFAMILY	373 SPACES
	(0-1 BEDROOMS:1.2/UNIT)
	(2 BEDROOMS:1.95/UNIT)
	(3 BEDROOMS:2.2/UNIT)
RETAIL/CO-WORKING	170 SPACES (1/300 SF)
TOWNHOME PARKING REQUIRED	158 SPACES (1.95/UNIT)
SHARED PARKING PROVIDED	489 SPACES
MULTI LEVEL PARKING DECK	447 SPACES
SURFACE PARKING	42 SPACES
TOWNHOME PARKING PROVIDED	162 SPACES (2/UNIT)
MINIMUM BIKE PARKING REQUIRED	
SHORT TERM	28 SPACES
RESIDENTIAL	17 SPACES(1/20 UNITS)
RETAIL/CO-WORKING	11 SPACES(1/5,000 SF)
LONG TERM	44 SPACES
RESIDENTIAL	33 SPACES(1/10 UNITS)
RETAIL/CO-WORKING	11 SPACES(1/5,000 SF)
BIKE PARKING PROVIDED	
SHORT TERM	28 SPACES
LONG TERM	44 SPACES

PARKING (INCLUDING BIKE PARKING)
REQUIREMENTS SHALL BE BASED ON ACTUAL
CONSTRUCTED UNIT MIX AND MIX OF USES.



Know what's below.
Call before you dig.





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REVISIONS

CLIENT COMMENTS	01/12/2023
PROPERTY CALL CHANGES	01/17/2023
CITY COMMENTS	02/16/2023

PROJECT NUMBER:
20-155

DATE:
01/05/2023

REZONING
SITE PLAN

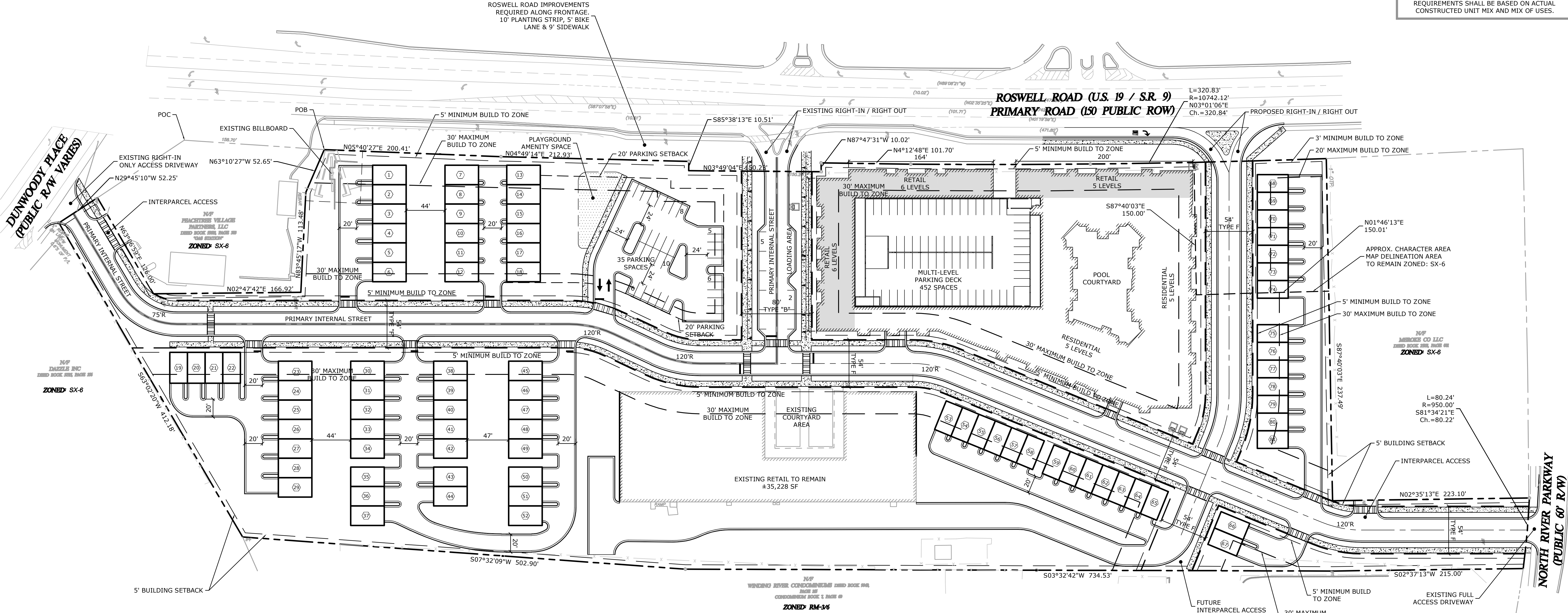
PS-4

SITE DATA

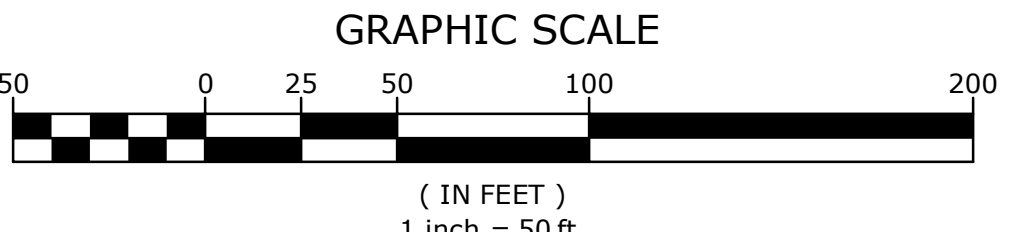
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	(2 BEDROOMS:1.95/UNIT)
	(3 BEDROOMS:2.2/UNIT)
RETAIL/CO-WORKING	175 SPACES (1/300 SF)
TOWNHOME PARKING REQUIRED	158 SPACES (1.95/UNIT)
SHARED PARKING PROVIDED	494 SPACES
MULTI LEVEL PARKING DECK	452 SPACES
SURFACE PARKING	42 SPACES
TOWNHOME PARKING PROVIDED	162 SPACES (2/UNIT)
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MEMORANDUM

To: Jennifer Losurdo, Genesis Engineering Collaborative

From: Allison Laber, EIT, Kimley-Horn and Associates, Inc.
Matt Flynn, P.E., Kimley-Horn and Associates, Inc.

Date: January 10, 2023

RE: ***North River Mixed Use Redevelopment – Sandy Springs, Georgia - Traffic Technical Memorandum***

Kimley-Horn is pleased to provide this memorandum regarding the proposed *North River Mixed Use Redevelopment* development in Sandy Springs, Georgia. The purpose of this memorandum is to get approval from Sandy Springs regarding analysis assumptions for a traffic impact study if it is required in addition to the project trip generation information provided.

PROJECT OVERVIEW

The *North River Mixed Use* development is a proposed residential development on an approximately 13.37-acre site east of Roswell Road and south of North River Parkway in Sandy Springs, Georgia. Some of the existing retail uses on the site will be redeveloped. Approximately 35,228 SF of retail is to remain on the site. The site proposes 242 multifamily residential units, 81 townhomes, and 15,600 SF of retail/co-working space. The proposed site will be served by four (4) existing driveways: one (1) driveway along Dunwoody Place, two (2) driveways along Roswell Road, and one (1) driveway along North River Parkway. The northern driveway along Roswell Road is proposed to be relocated approximately 150' to the north, and access is proposed to be restricted to right-in/right-out.

Figure 1 provides a location map. **Figure 2** provides an aerial image of the site.

ANALYSIS METHODOLOGY

Analysis Criteria

The traffic analyses will be based on the following:

- The analysis will be for the weekday AM peak hour and PM peak hour.
- The analysis will include three scenarios:
 - Existing 2022 conditions
 - Future year “no-build” conditions (includes projected background traffic growth only)
 - Future year “build” conditions (includes projected background traffic growth and the proposed development traffic)

Trip Distribution

The proposed directional distribution of new project trips is based on the project land use, engineering judgement, and a review of land use densities in the area. Detailed trip distribution of the project site is shown on **Figure 3**.

Study Network

Given the existing roadway network, the following six (6) intersections are recommended for detailed intersection analyses:

1. Dunwoody Place at Site Driveway
2. Roswell Road (SR 9) at Dunwoody Place
3. Roswell Road (SR 9) at Southern Site Driveway
4. Roswell Road (SR 9) at Northern Site Driveway
5. Roswell Road (SR 9) at North River Parkway
6. North River Parkway at Site Driveway

Traffic Data Methodology

Turning movement counts at the proposed intersections will be collected during the AM and PM peak hours on a Tuesday, Wednesday, or Thursday when school is in session.

Growth Rate

Based on the recent trends in traffic along the area roadways according to Georgia's Traffic Analysis and Data Application (TADA), population forecasts and knowledge of proposed developments in the area, we recommend a background growth rate of 1.0% per year. Growth rate calculations are included in the attachments.

GDOT ICE

GDOT will require an Intersection Control Evaluation (ICE) to be performed at the driveways of the development along a GDOT state route. There are two (2) driveways along Roswell Road (SR 9). The intent of ICE is to determine the most effective intersection design/traffic control at the study intersection. Kimley-Horn will perform the required GDOT ICE and/or provide a waiver documenting the preferred intersection configuration.

We hope this information is helpful. If you have any questions concerning this letter or need additional information, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Allison Laber, EIT
Project Analyst



Matt Flynn, P.E.
Project Manager

Attachments:

- Figure 1: Site Location Map
- Figure 2: Site Aerial
- Figure 3: Project Trip Distribution
- Growth Rate
- Proposed Site Plan

MEMORANDUM

To: Jennifer Losurdo, Genesis Engineering Collaborative

From: Allison Laber, EIT, Kimley-Horn and Associates, Inc.
Matt Flynn, P.E., Kimley-Horn and Associates, Inc.

Date: February 17, 2023

RE: ***North River Mixed Use Redevelopment – Sandy Springs, Georgia – Trip Generation Memorandum***

PROJECT OVERVIEW

The *North River Mixed Use* development is a proposed residential and retail development on an approximately 13.37-acre site east of Roswell Road and south of North River Parkway in Sandy Springs, Georgia. The site currently consists of 112,917 SF retail space, some of which is not currently leased.

The *North River Mixed Use Redevelopment* is proposed to consist of 35,228 SF of existing retail space, 17,200 SF of new retail/co-working space, 242 multifamily residential units, and 81 townhomes.

This memorandum compares the trip generation between the following:

- The existing retail site, fully leased
- The proposed *North River Mixed Use Redevelopment*

Figure 1 provides a location map. **Figure 2** provides aerial imagery of the project site. Additionally, the site plan for the proposed redevelopment is provided.

TRIP GENERATION

Project traffic used in this analysis is defined as the vehicle trips expected to be generated by the development and the distribution and assignment of that traffic through the study roadway network.

Anticipated trip generation was calculated using rates and equations contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition.

The densities and the project trip generation estimates for the existing land use and the proposed development are summarized in **Table 1**.

Table 1: Trip Generation Comparison (Gross Trips)									
ITE Code	Land Use	Density	Daily Traffic			AM Peak		PM Peak	
			Total	Enter	Exit	Enter	Exit	Enter	Exit
Existing Site - Retail Fully Leased									
821	Shopping Plaza	112,917 SF	10,442	5,221	5,221	247	152	473	512
Gross Proposed Trips			10,442	5,221	5,221	247	152	473	512
Proposed North River Mixed Use Redevelopment									
821	Shopping Plaza	52,428 SF	5604	2802	2802	115	70	250	271
220	Multifamily Housing (Low-Rise)	81 d.u.	594	297	297	12	36	35	20
221	Multifamily Housing (Mid-Rise)	242 d.u.	1,108	554	554	22	73	58	37
Gross Proposed Trips			7,306	3,653	3,653	149	179	343	328

Based on the trip generation shown in **Table 1**, the proposed *North River Mixed Use Redevelopment* is projected to generate approximately 7,306 gross daily project trips (3,653 in; 3,653 out), 328 AM peak hour trips (149 in; 179 out), and 671 PM peak hour trips (343 in; 328 out).

The proposed *North River Mixed Use Redevelopment* is projected to generate approximately 3,136 fewer gross daily trips (1,568 in, 1,568 out), 71 fewer AM peak hour trips, and 314 fewer PM peak hour trips than the existing project site with the retail space fully leased.

Based on the estimated decrease in project trips between the existing site with retail fully leased and the proposed *North River Mixed Use Redevelopment*, it is anticipated that the levels of service for the roadway network will be maintained or improved.

SUMMARY

The proposed development is located on an approximate 13.37-acre site east of Roswell Road and south of North River Parkway in Sandy Springs, Georgia. Some of the existing retail uses on the site will be redeveloped. Approximately 35,228 SF of retail is to remain on the site. The site proposes 242 multifamily residential units, 81 townhomes, and 17,200 SF of retail/co-working space.

The proposed *North River Mixed Use Redevelopment* is projected to generate approximately 3,136 fewer gross daily trips (1,568 in, 1,568 out), 71 fewer AM peak hour trips, and 314 fewer PM peak hour trips than the existing site with the retail space fully leased.

Based on the estimated decrease in project trips between the existing site with retail fully leased and the proposed *North River Mixed Use Redevelopment*, it is anticipated that the levels of service for the roadway network will be maintained or improved.

We hope this information is helpful. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



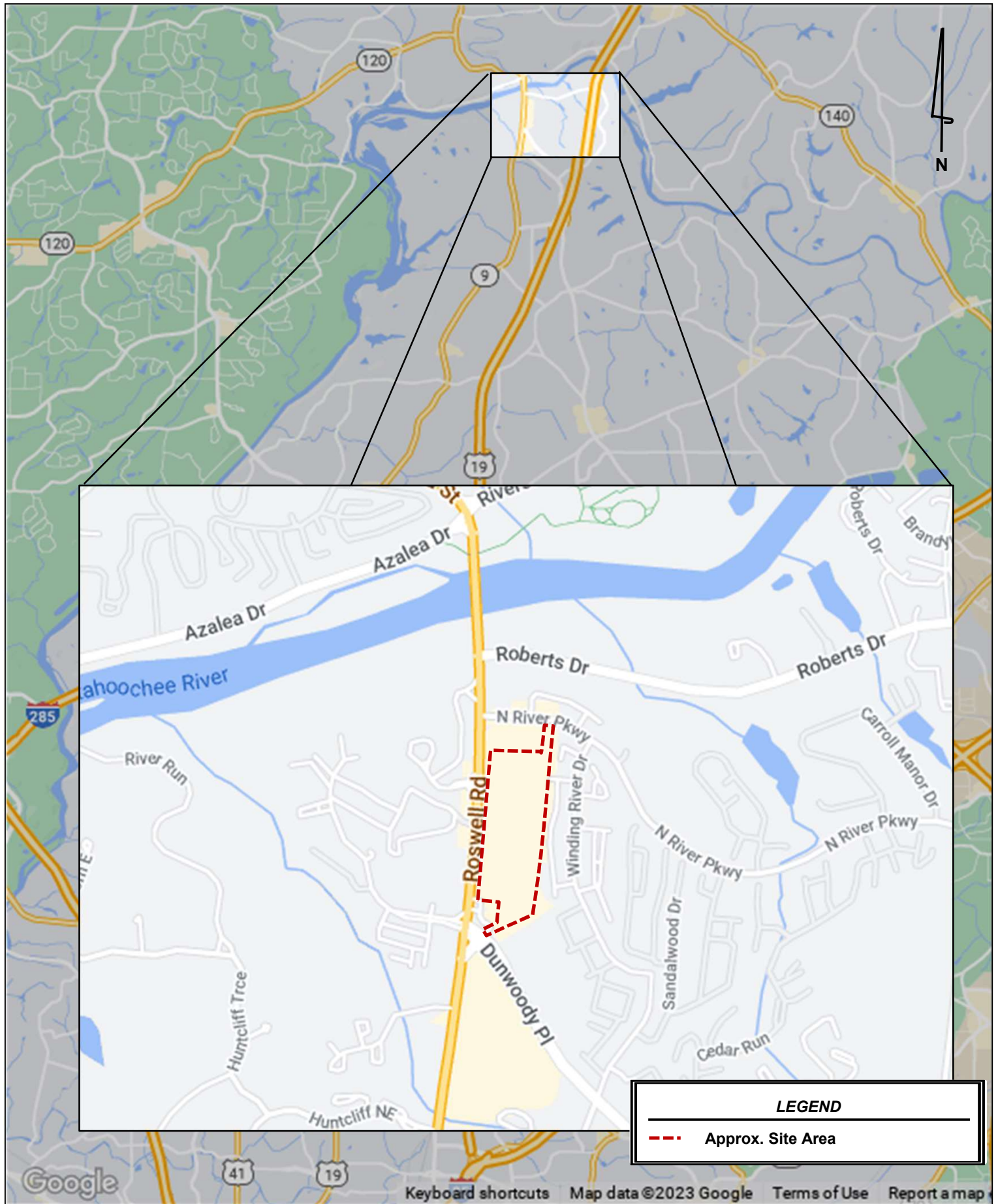
Allison Laber, EIT
Project Analyst



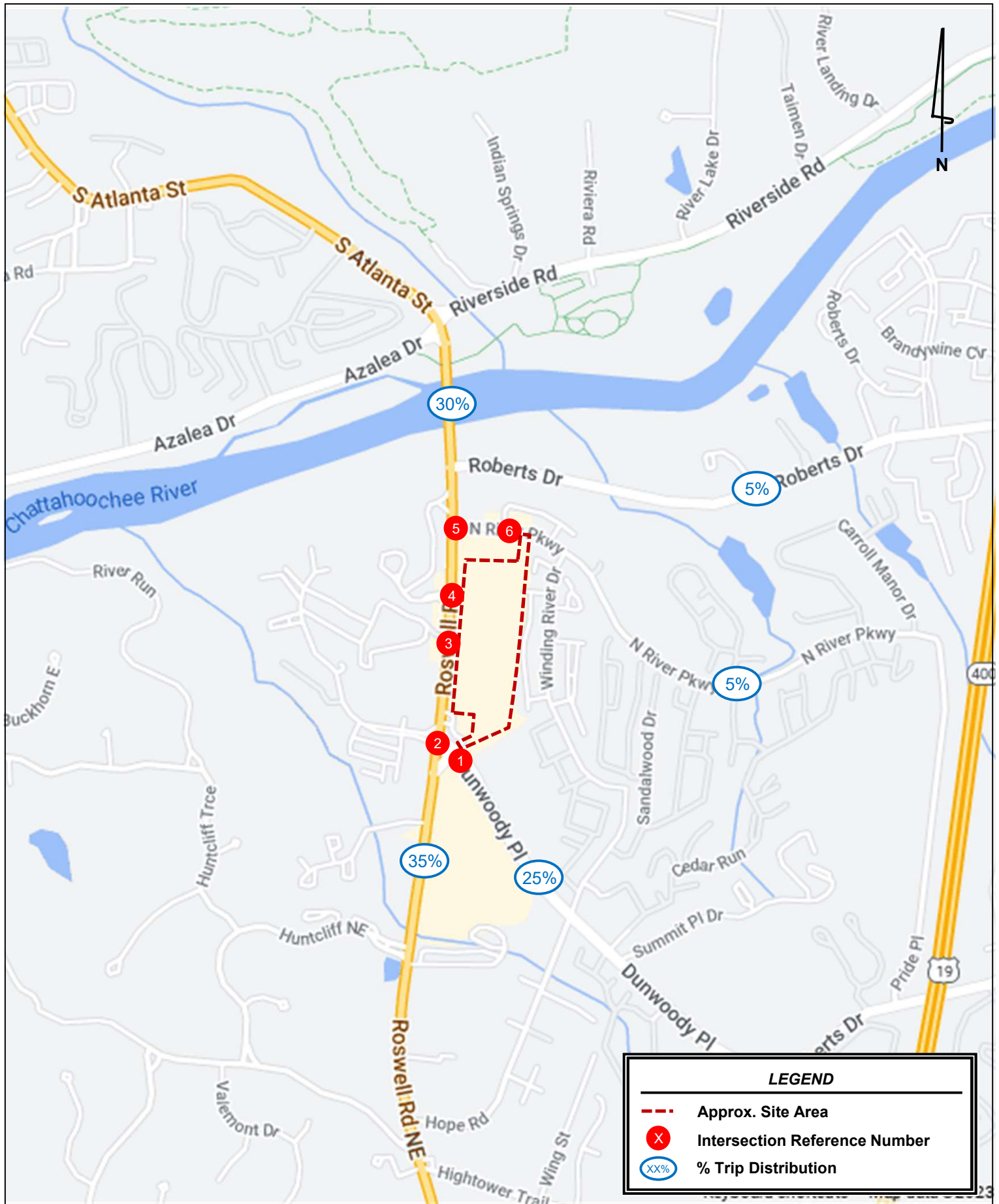
Matt Flynn, P.E.
Project Manager

Attachments:

- Figure 1: Site Location Map
- Figure 2: Site Aerial
- Trip Generation: Existing Site - Retail Fully Leased
- Trip Generation: North River Mixed Use Redevelopment
- Proposed *North River Mixed Use Redevelopment* Site Plan
- Existing Site Survey







Growth Rate Considerations

Recommended Growth Rate	1.0%
-------------------------	------

Population Data

Fulton County (ARC) Population Annual Growth Projection (2015 - 2050)	1.12%
Fulton County (Census) Population Annual Growth (2010 - 2020)	1.48%
Sandy Springs, GA (Census) Population Annual Growth (2010 - 2020)	1.42%

Nearby Developments

No nearby developments with known growth rates were identified.

Historical ADT Count Data

Source:	GDOT
Location:	Roswell Road
	n/o North River Parkway
Route #:	00000900
Route Type:	Principal Arterial
Station:	121-0128

Count Type	Count Year	Volume	Growth Rate
EST	2014	34,100	
ACT	2015	33,500	-1.76%
EST	2016	34,600	3.28%
EST	2017	36,600	5.78%
EST	2018	36,500	-0.27%
ACT	2019	33,600	-7.95%

5 Year Growth Rate	-0.29%
Avg. 1 Year Growth Rate	-0.18%
Most Recent Actual Count Growth Rate	-7.95%

Source:	GDOT
Location:	Dunwoody Place
	n/o Roberts Drive
Route #:	00143623
Route Type:	Minor Arterial
Station:	121-0862

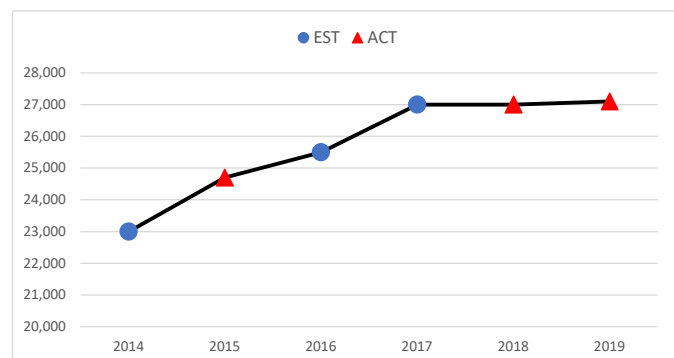
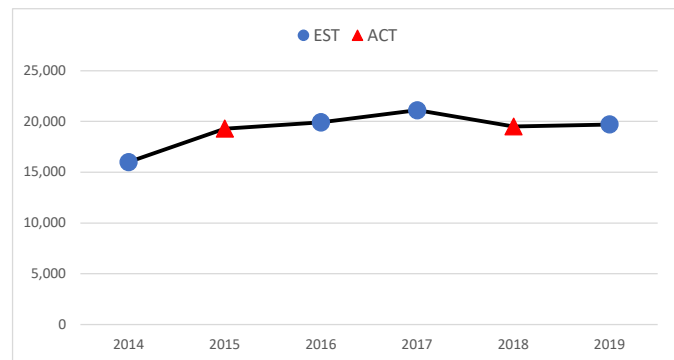
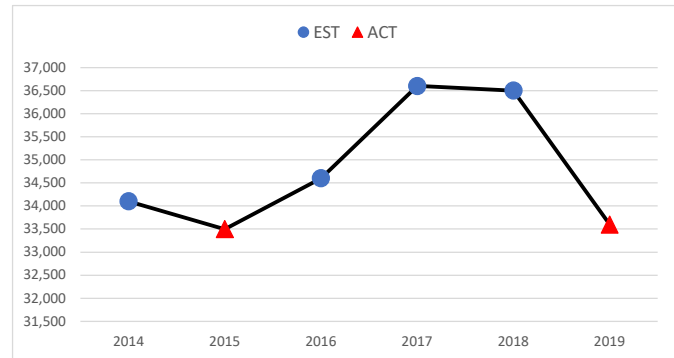
Count Type	Count Year	Volume	Growth Rate
EST	2014	16,000	
ACT	2015	19,300	20.63%
EST	2016	19,900	3.11%
EST	2017	21,100	6.03%
ACT	2018	19,500	-7.58%
EST	2019	19,700	1.03%

5 Year Growth Rate	4.25%
Avg. 1 Year Growth Rate	4.64%
Most Recent Actual Count Growth Rate	1.03%

Source:	GDOT
Location:	Northridge Road
	w/o Dunwoody Place
Route #:	00014523
Route Type:	Minor Arterial
Station:	121-6374

Count Type	Count Year	Volume	Growth Rate
EST	2014	23,000	
ACT	2015	24,700	7.39%
EST	2016	25,500	3.24%
EST	2017	27,000	5.88%
ACT	2018	27,000	0.00%
ACT	2019	27,100	0.37%

5 Year Growth Rate	3.34%
Avg. 1 Year Growth Rate	3.38%
Most Recent Actual Count Growth Rate	0.37%



Trip Generation Analysis (11th Ed. With 2nd Edition Handbook Daily IC & 3rd Edition AM/PM IC)											
North River - Existing Retail Site Fully Leased											
Sandy Springs, GA											
Land Use	Setting	Density	Daily Trips			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
Retail Only Project Trips											
821 Shopping Plaza (40-150k) - Supermarket	General Urban/Suburban	112,917 Sq. Ft. GFA	10,442	5,221	5,221	399	247	152	985	473	512
Gross Project Trips			10,442	5,221	5,221	399	247	152	985	473	512

Trip Generation Analysis (11th Ed. With 2nd Edition Handbook Daily IC & 3rd Edition AM/PM IC) North River Mixed Use Redevelopment Sandy Springs, GA													
Land Use	Setting	Density	Daily Trips			AM Peak Hour			PM Peak Hour				
			Total	In	Out	Total	In	Out	Total	In	Out		
Proposed Project Trips													
220	Multifamily Housing (Low-Rise)	General Urban/Suburban	81	dwelling units	594	297	297	48	12	36	55	35	20
221	Multifamily Housing (Mid-Rise)	General Urban/Suburban	242	dwelling units	1,108	554	554	95	22	73	95	58	37
821	Shopping Plaza (40-150k) - Supermarket	General Urban/Suburban	52,428	Sq. Ft. GFA	5,604	2,802	2,802	185	115	70	521	250	271
Gross Project Trips					7,306	3,653	3,653	328	149	179	671	343	328



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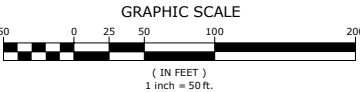
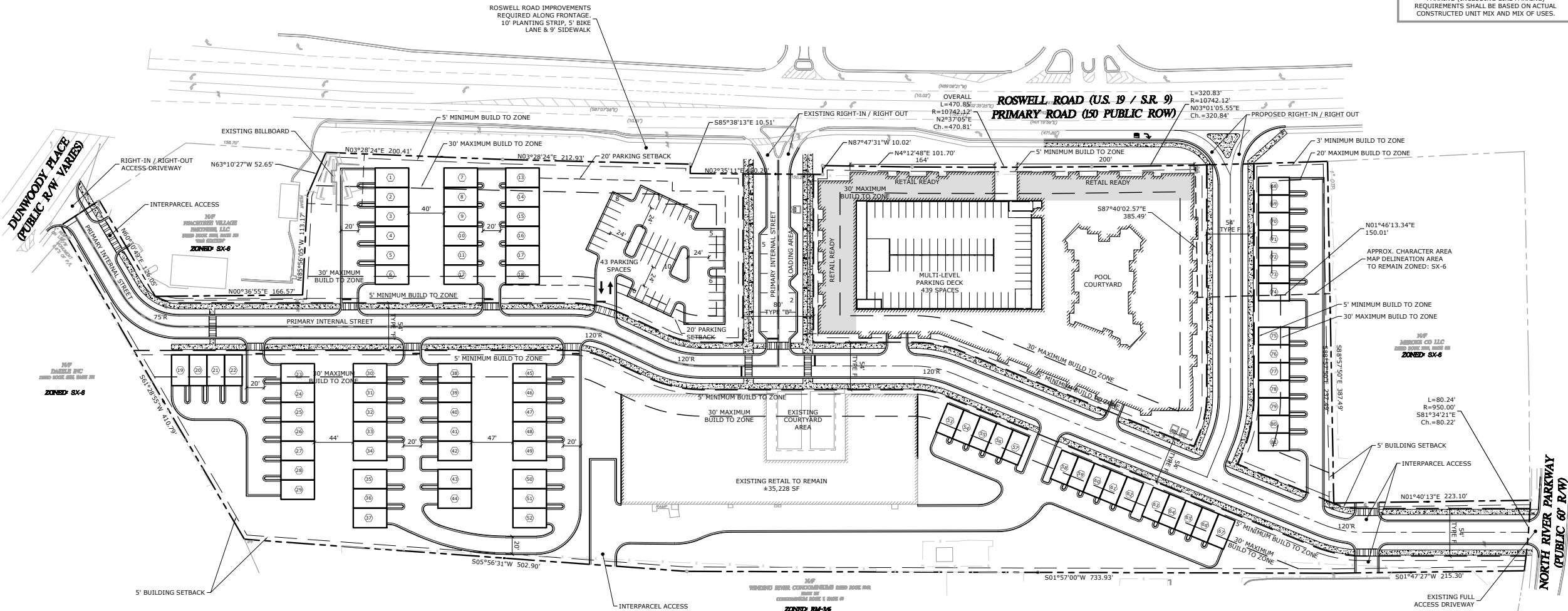
PS-4

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SURFACE PARKING	50 SPACES
TOWNHOME PARKING PROVIDED	162 SPACES (2/UNIT)
MINIMUM BIKE PARKING REQUIRED	
SHORT TERM	28 SPACES
RESIDENTIAL	17 SPACES(1/20 UNITS)
RETAIL/CO-WORKING	11 SPACES(1/5,000 SF)
LONG TERM	44 SPACES
RESIDENTIAL	33 SPACES(1/10 UNITS)
RETAIL/CO-WORKING	11 SPACES(1/5,000 SF)
BIKE PARKING PROVIDED	
SHORT TERM	28 SPACES
LONG TERM	44 SPACES

PARKING (INCLUDING BIKE PARKING)
REQUIREMENTS SHALL BE BASED ON ACTUAL
CONSTRUCTED UNIT MIX AND MIX OF USES.



Mayor and City Council

April 18, 2023



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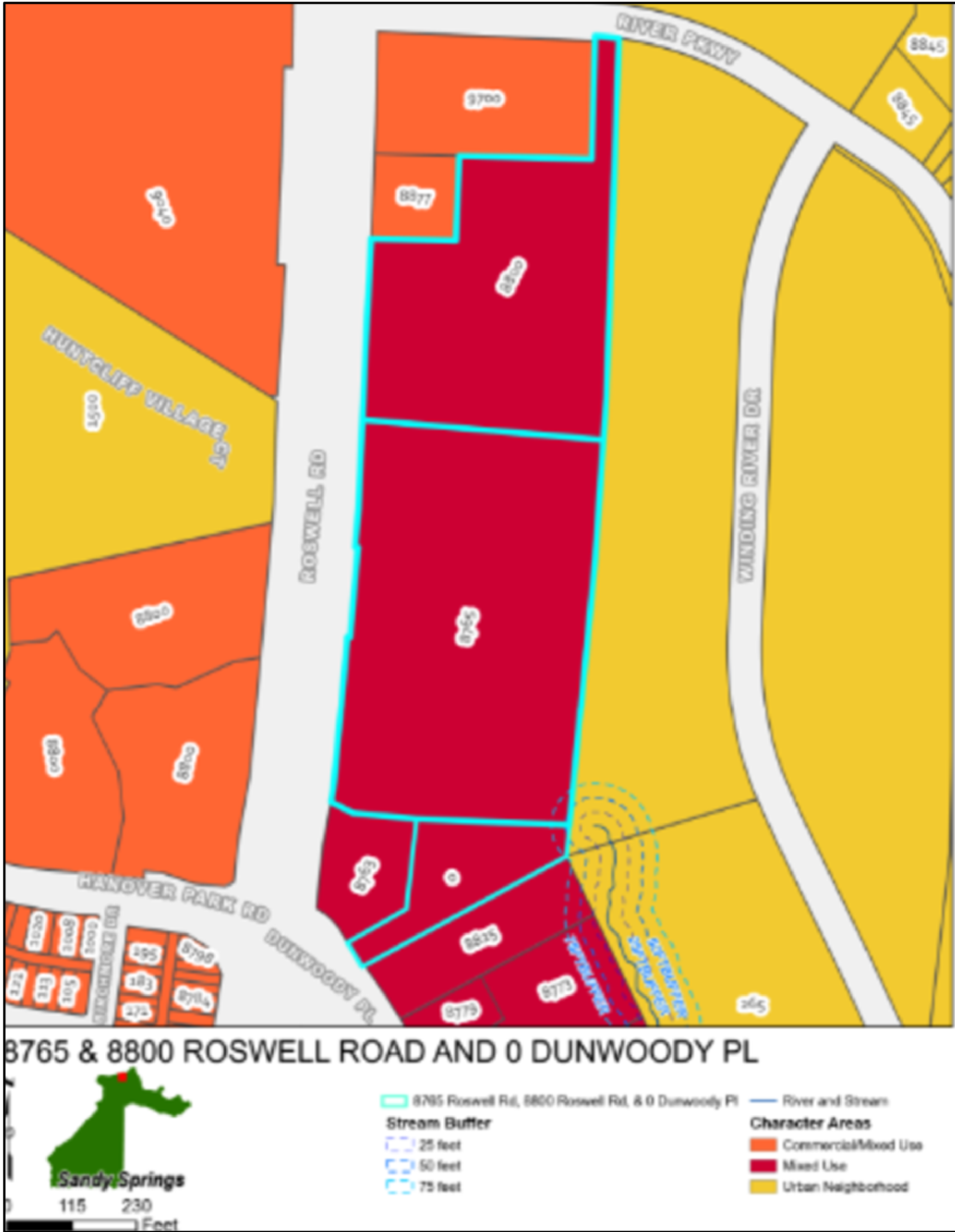
RZ22-0005
8765 Roswell Road

Recommendations–
Planning Staff: Approval
Planning Commission: Approval

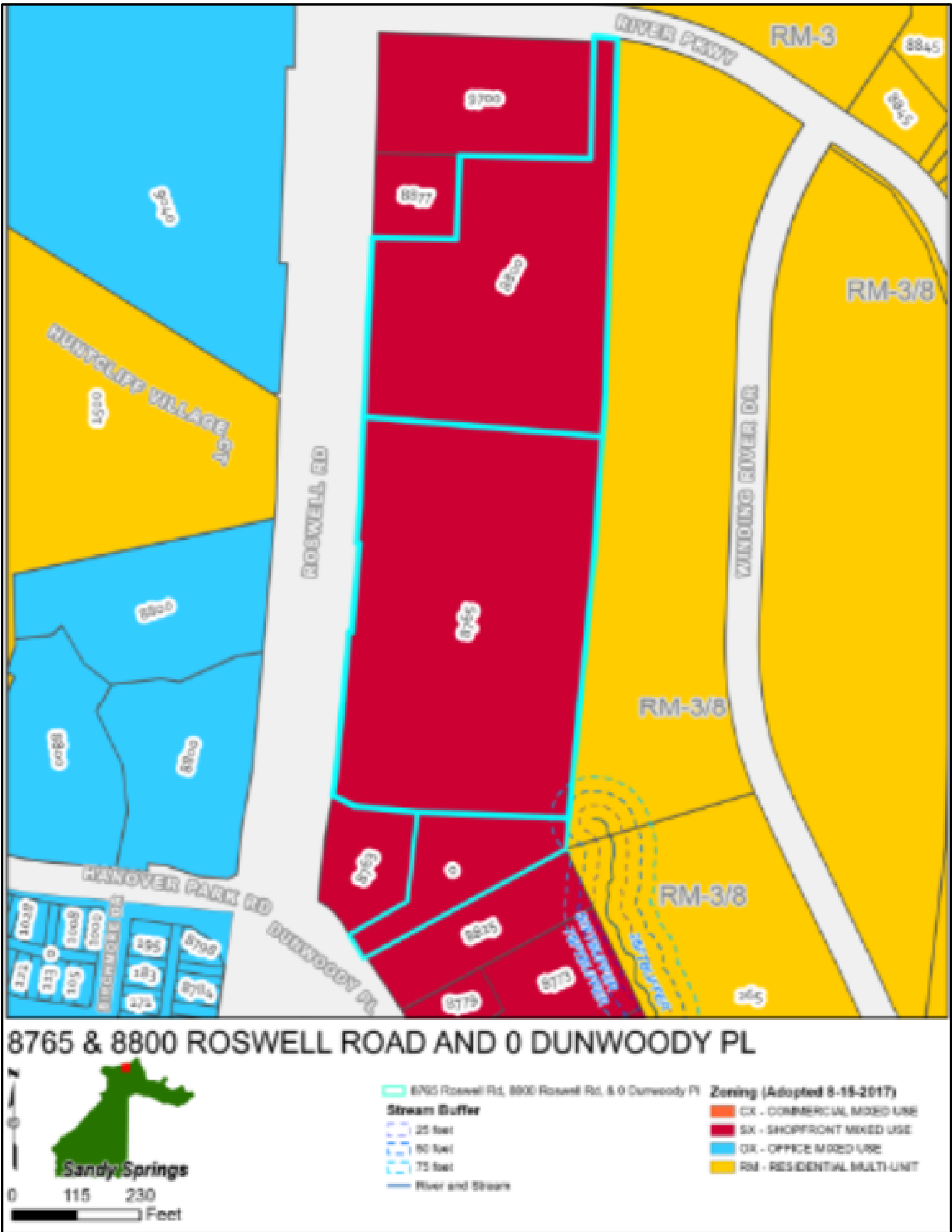
Request

Request for Zoning Map Amendment (Rezoning) of 8765 & 8800 Roswell Road and 0 Dunwoody Place from Shopfront Mixed Use – 6 stories maximum height (SX-6) to North End Mixed Use – 5 stories max height without bonus or 6 stories maximum height with retail ground floor, using retail bonus (NEX- 5/6).

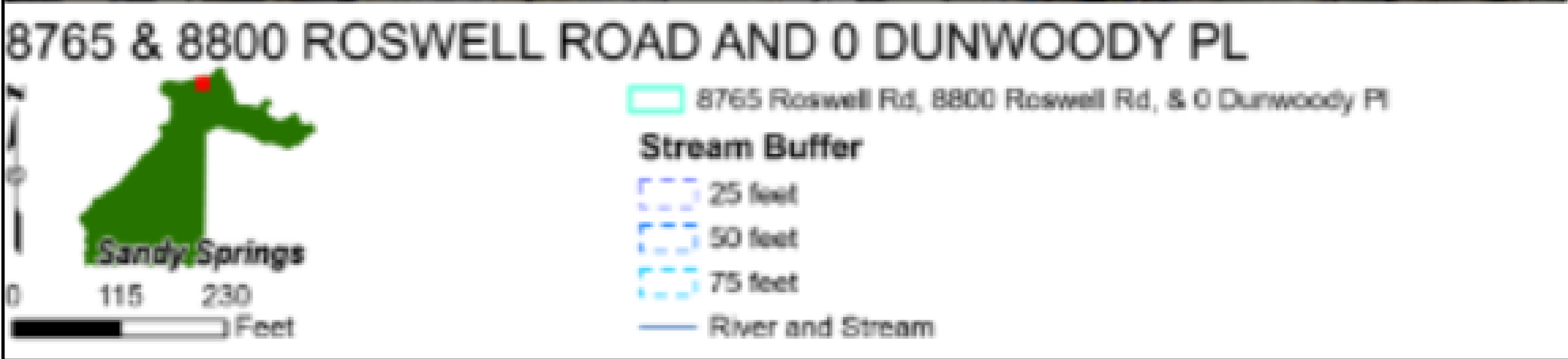
Character Area Map



Zoning Map



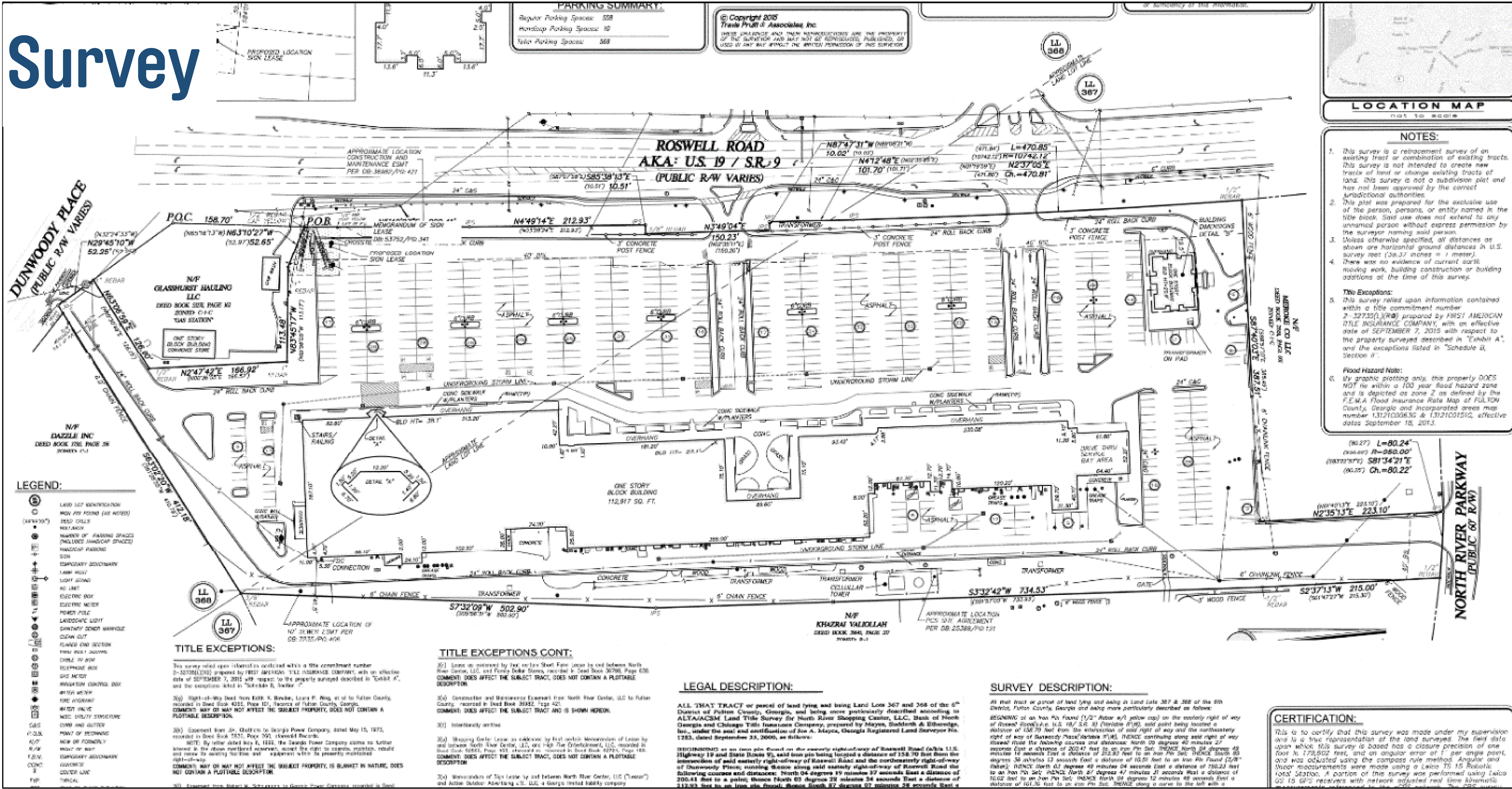
Existing Conditions



Site Conditions



Survey



Site Plan



Proposed Development

- A proposed development is not required for a rezoning request; however, the applicant proposes to develop approximately 241 multi-unit residences and 81 townhouses, keeping 35,000 sf of the existing retail while creating over 17,000 sf of new retail space on the site, with the creation of 3 new private streets and acres of amenity space
- From a residential perspective, the proposed development and zoning generally would increase the housing stock and variety at a parcel that currently has none
- Could serve as a catalyst for redevelopment activity in the North End, especially located so near to the Chattahoochee River

Rezoning Considerations

- 8765 Roswell Road is currently surrounded by office, retail, commercial, and multi-unit uses; proposed mix of uses include all of these components as well as single unit attached and vast amenity space enhancement
- Site plan is not required – goal is to consider appropriateness of proposed change in regard to potential allowed uses within proposed zoning district – in this case primarily single unit detached to single unit attached
- Concept “as-is” aligns with vision for the North End Redevelopment Concepts plan
- 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 (Rezoning) RZ22-0005**, to rezone from SX-6 to NEX-5/6 with the following conditions:

1. The applicant coordinates with the Recreation and Parks Department to locate, develop, and provide permanent access easement to a suitable connection from planned trail segment 1f to planned trail segment 1g similar-to as prescribed in the Trails Master Plan; and
2. The applicant coordinates with the Public Works Department on any future road projects abutting the property; and
3. The applicant be required to abide by any conditions provided by the Atlanta Regional Commission if a Development of Regional Impact Review is required.

During the March 22, 2023, meeting, the Planning Commission recommended **Approval of Zoning Map Amendment (Rezoning) RZ22-0005**, to rezone from SX-6 to NEX-5/6.

STATE OF GEORGIA

COUNTY OF FULTON

AN ORDINANCE TO REZONE THE PROPERTY AT 8765 & 8800 ROSWELL ROAD AND 0 DUNWOODY PLACE (PARCELS # 06 0367LL0666, 06 0367LL0625, 06 0367LL0658 FROM SX-6 (SHOPFRONT MIXED USE – 6 STORIES MAXIMUM HEIGHT) ZONING DISTRICT TO NEX – 5/6 (NORTH END MIXED USE – 5 STORIES MAXIMUM HEIGHT WITHOUT BONUS; 6 STOIRS MAXIMUM HEIGHT WITH RETAIL GROUND FLOORS, USING RETAIL BONUS) ZONING DISTRICT

BE IT ORDAINED by the City Council for the City of Sandy Springs, Georgia while in regular session on April 18, 2023, at 6:00 p.m. as follows:

SECTION 1. That the Official Zoning Map, incorporated into and part of the City of Sandy Springs Development Code be amended so the property located at 8765 & 8800 Roswell Road and 0 Dunwoody Place (Parcel # 06 0367LL0666, 06 0367LL0625, 06 0367LL0658) consisting of a total of approximately 13.15 acres, as more particularly described in the attachment, be zoned from SX-6 (Shopfront Mixed Use – 6 stories maximum height) to NEX- 5/6 (North End Mixed Use – 5 stories max height without bonus; 6 stories max height with retail ground floor, using retail bonus) with conditions, to wit; and

1. The applicant coordinates with the Recreation and Parks Department to locate, develop, and provide permanent access easement to a suitable connection from planned trail segment 1f to planned trail segment 1g similar-to as prescribed in the Trails Master Plan; and
2. The applicant coordinates with the Public Works Department on any future road projects abutting the property; and
3. The applicant be required to abide by any conditions provided by the Atlanta Regional Commission if a Development of Regional Impact Review is required.

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 18th day of April 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Matthew Anspach, Senior Planner

DATE: March 23, 2023 Submission for the April 18, 2023 City Council Meeting

ITEM: RZ22-0008 - 6400 & 6410 Roswell - Request for a Zoning Map Amendment (Rezoning) from Commercial Mixed Use – 3 Stories Maximum Height (CX-3) to Commercial Corridor – 3 Stories Maximum Height (CC-3).

APPLICATION WITHDRAWN

Recommendation:

Staff initially recommended denial of RZ22-0008. The Planning Commission unanimously recommended denial of RZ22-0008 at the March 22 Planning Commission meeting. The applicant later withdrew the application. There is no action required at this time.

Background:

The subject property consists of two parcels. One parcel, 6410 Roswell Road, contains a vacant two-story commercial building. The other, 6400 Roswell Road, is primarily a parking lot with a billboard near the front, eastern side toward Roswell Road. The applicant proposes to construct a tire store which is prohibited under the existing zoning district. The proposed zoning would allow for the tire store as it allows for Major Vehicle Service Repair, the use classification for tire stores.

Discussion:

The applicant has provided a detailed site plan and elevations of a potential development. Providing a concept is very helpful in the community engagement process to assist constituents in understanding or even visualizing what use may be possible under the proposed zoning district. With that said, the process for making a decision about a rezoning map amendment should not focus on any single use which could be allowed for the site, but rather to determine the appropriateness of the proposed zoning district and its allowed uses as a whole.

Financial Impact:

N/A

Alternatives:

No Council action is required.

Review:

Matthew Anspach, Senior Planner
Ginger Sottile, Director of Community Development

Created/Initiated - 4/5/2023
Approved - 4/7/2023

Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Approved - 4/10/2023
Approved - 4/13/2023
Approved - 4/14/2023
Final Approval - 4/14/2023

Attachments:

1. RZ22-0008 Package



P&Z STAFF REPORT

Mayor and City Council Meeting, April 18, 2023

Case: **RZ22-0008 – 6400 & 6410 Roswell Road**
Staff Contact: Matthew Anspach (manspach@SandySpringsga.gov)
Report Date: March 23, 2023

REQUEST

Request for a Zoning Map Amendment (Rezoning) from Commercial Mixed Use – 3 stories maximum height (CX-3) to Commercial Corridor – 3 stories maximum height (CC-3).

APPLICANT

Property Owner(s):	Petitioner(s):	Representative(s):
D & S One, LLC	Halle Properties, LLC, d/b/a Discount Tire c/o David C. Kirk	David C. Kirk

SUMMARY

The Applicant requests a Zoning Map Amendment (Rezoning) of **6400 & 6410 Roswell Road (Parcel # 17 008800010552 and 17 008800010537)** from Commercial Mixed Use – 3 stories maximum height (CX-3) to Commercial Corridor – 3 stories maximum height (CC-3).

RECOMMENDATION

Department of Community Development

Staff recommends **Denial of Zoning Map Amendment (rezoning) RZ22-0005**. As of March 29, 2023, the applicant has requested to withdraw their application. Staff thus recommends that Council accept the applicant's request to withdraw their application.

Planning Commission (March 22, 2023)

Following Staff's presentation, the petitioner spoke. There were several representatives of the neighboring communities present who spoke in opposition to the development. Issues presented related to vehicle service noise and nuisance, spot zoning or lack of any land use transition, and a lack of potential for a sense of place as envisioned for the area in the City Springs Master Plan which advocates for those uses which activate pedestrian activity and destination style development.

Motion:

Commissioner Elizabeth Kelly motioned to recommend denial. Commissioner Andrea Settles seconded the motion. The motion carried unanimously.

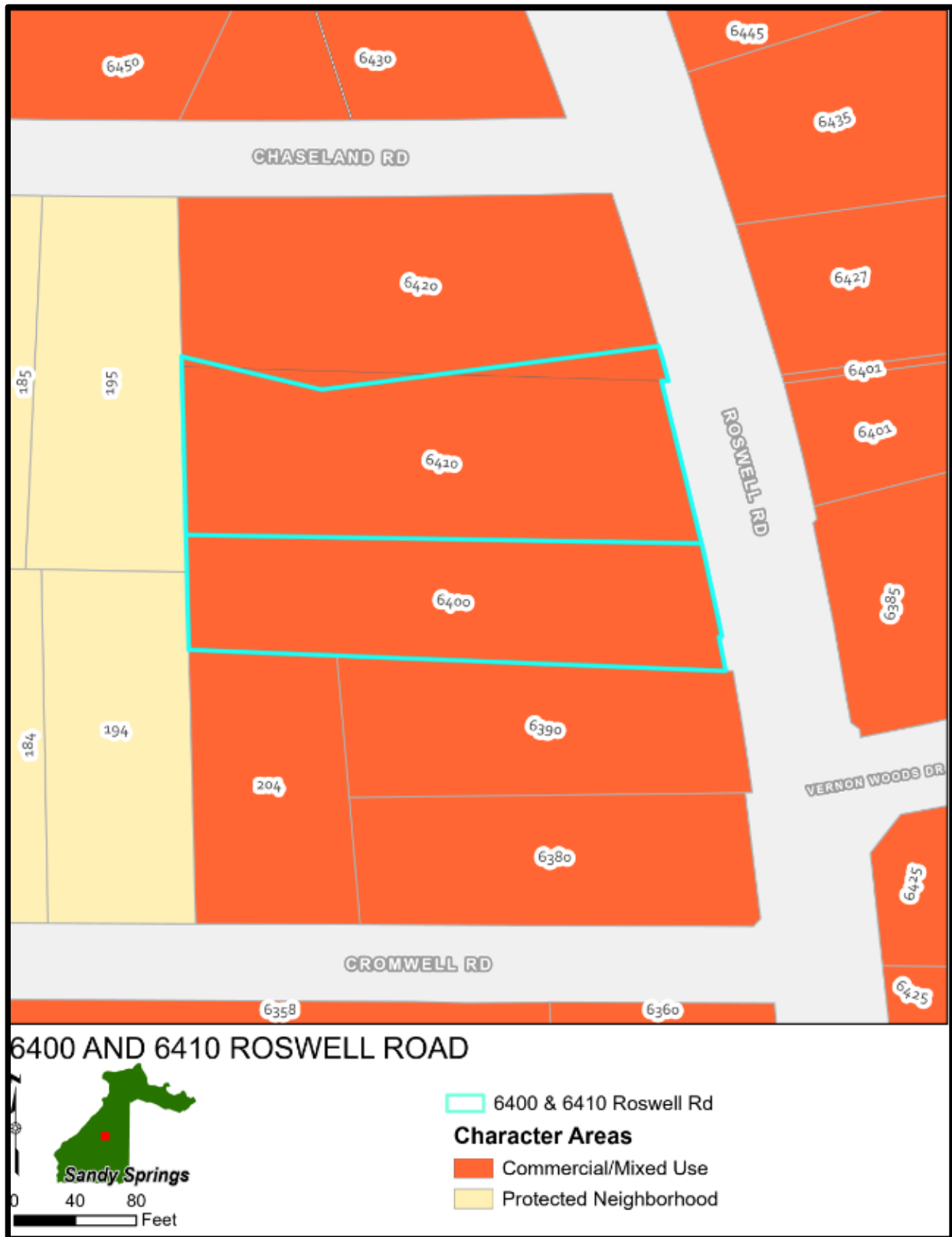
MATERIALS SUBMITTED AND REVIEWED	
Materials: 1. Application and Plans, received January 19, 2023 Plans: 1. Survey, prepared by Lowery & Associates Land Surveying, LLC, dated June 30, 2022 2. “Conceptual Site Plan,” prepared by Buckel Design Group, LLC, dated May 23, 2022 - Conceptual Color Elevations,” prepared by Architectural Resource Team, dated December 12, 2022	

PROPERTY INFORMATION	
Location:	6400 Roswell Road (17 008800010552) and 6410 Roswell Road (17 008800010537)
Council District:	3 – Melissa Mular
Road frontage:	6400 Roswell Road- Approximately 85 feet of frontage 6410 Roswell Road- Approximately 109 feet of frontage
Acreage:	6400 Roswell Road- 0.73 Acre 6410 Roswell Road – 0.62 Acre
Current Zoning: Existing Land Uses:	CX-3 (Commercial/Mixed Use) Vacant building, parking
Previous Zoning Cases:	6410 Roswell Road – 1964Z-0069, V1973-037 6400 Roswell Road – 1966Z-0058
Character Area:	Commercial/ Mixed Use

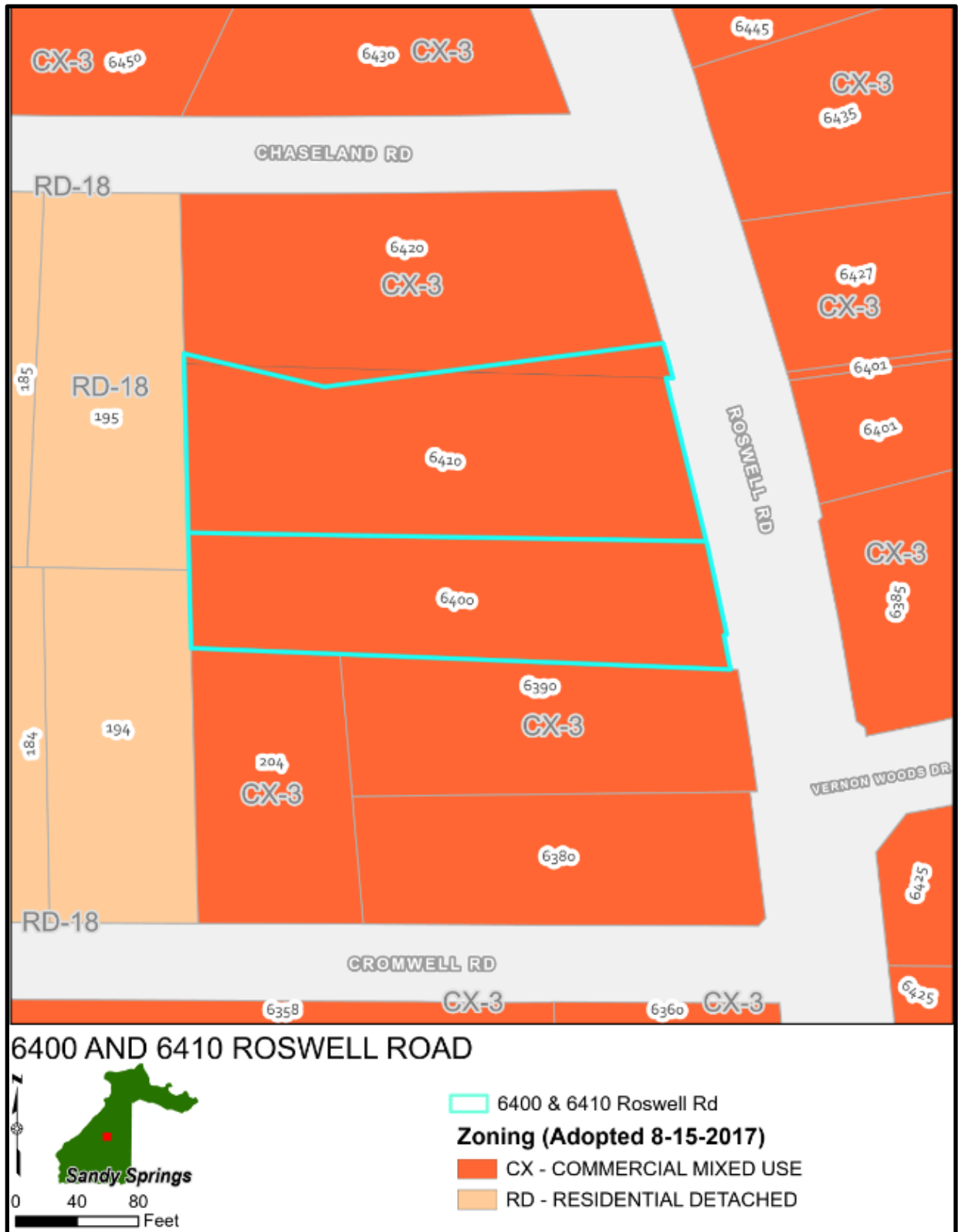
PROCESS			
Initial Community Meeting (CMI): January 10, 2023	Second Community Meeting (CMII): February 2, 2023	Planning Commission Hearing: March 22, 2023	Mayor and City Council Hearing: April 18, 2023

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	Commercial Mixed Use / CX-3 / Commercial; auto care	6420 Roswell Road NE	0.78 Acre
North, Northeast	Commercial Mixed Use / CX-3 / Commercial; retail	6427 Roswell Road NE	0.42 Acre
East	Commercial Mixed Use / CX-3 / Commercial; retail	6401 Roswell Road NE	0.22 Acre
Southeast	Commercial Mixed Use / CX-3 / Commercial; retail; gas station	6385 Roswell Road NE	0.57 Acre
South	Commercial Mixed Use / CX-3 / Commercial; restaurant	3210 Roswell Road NE	0.73 Acre
West	Protected Neighborhood / RD-18 / Single unit detached	194 Cromwell Road	0.54 Acre
West, Northwest	Protected Neighborhood / RD-18 / Single unit detached	195 Chaseland Road	0.51 Acre
PROPOSED DEVELOPMENT			
--	Commercial Mixed Use / CX-3 / Commercial; vacant	6400 Roswell Road	0.73 Acre
--	Commercial Mixed Use / CX-3 / Commercial; vacant	6410 Roswell Road	0.62 Acre

CHARACTER AREA MAP

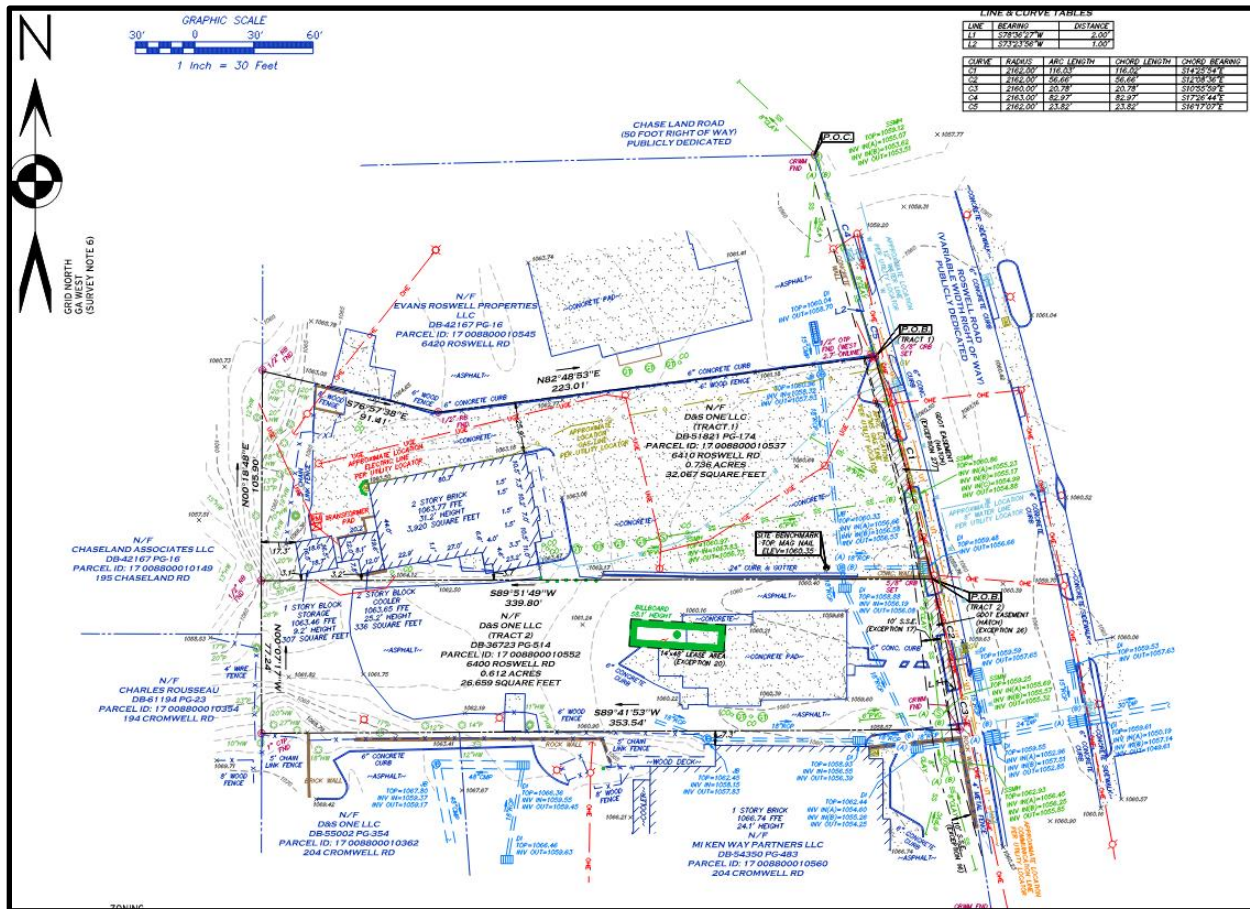


ZONING MAP



AERIAL IMAGE





EXISTING DEVELOPMENT

The subject property consists of two parcels. One parcel, 6410 Roswell Road, contains a vacant two-story commercial building. The other, 6400 Roswell Road, is primarily a parking lot with a billboard near the front, eastern side toward Roswell Road.

The 6400 parcel shares a property line with a restaurant to its south, while both properties abut the Whispering Pines subdivision to the west, a Protected Neighborhood. 6410 Roswell Road abuts another vacant lot to the north (6420 Roswell Road). Both of the subject parcels have been effectively vacant since approximately 2008, with some ancillary uses popping up from time to time, such as a COVID related inoculation tent in 2020 and 2021.



**Above: View of the of the vacant building at 6410 Roswell Road, facing West
Below: View from vacant building facing East, at 6410 Roswell Road**





Above: View of the rear of the vacant building at 6410 Roswell Road
Below: View from Roswell Road facing West, of 6400 Roswell Road

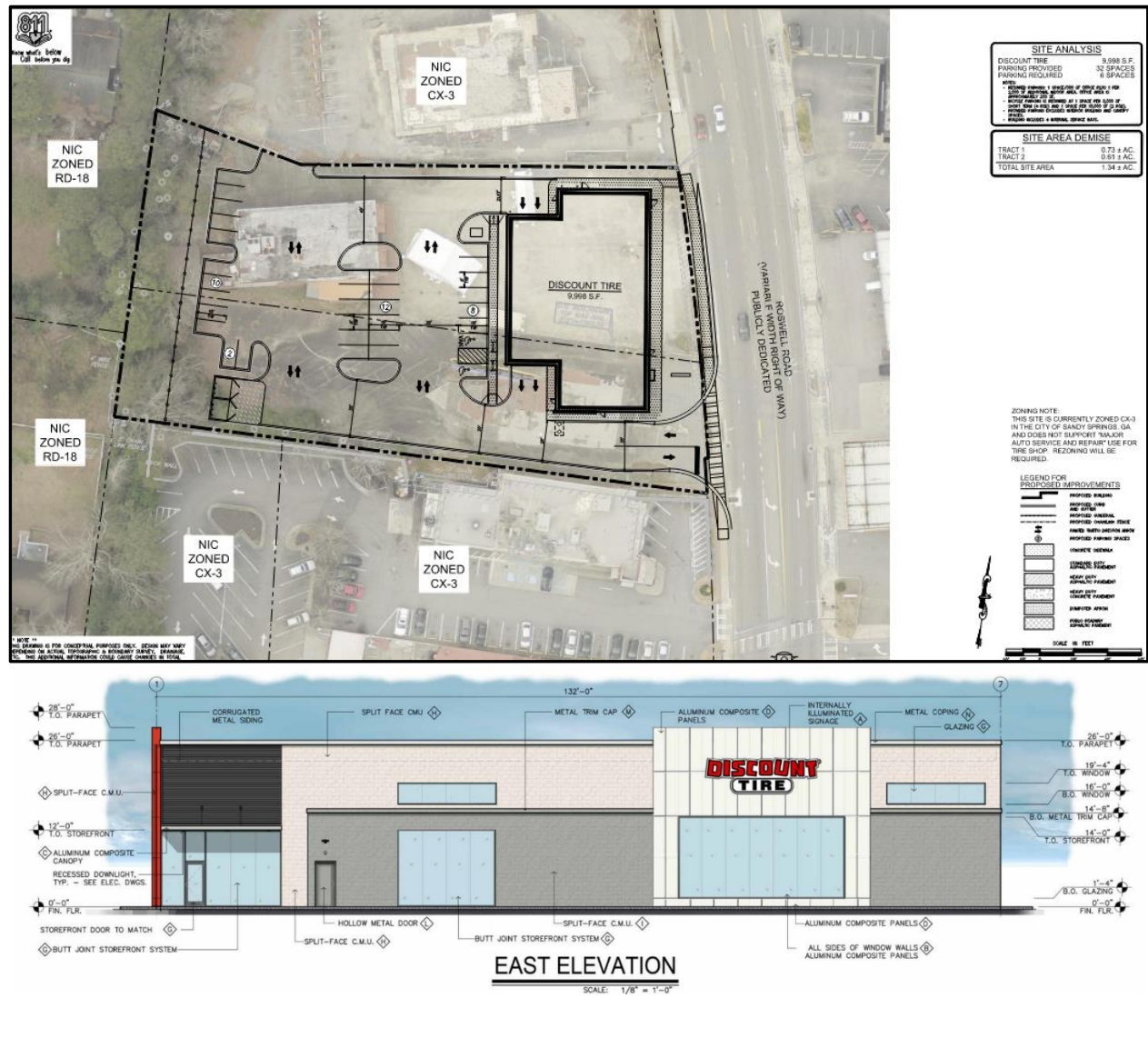


View of 6400 Roswell Road facing east, toward Roswell Road

PROPOSED DEVELOPMENT

No site plan is required for a Zoning Map Amendment (rezoning). However, as is often the case, the applicant has provided a detailed site plan and elevations of a potential development. Providing a concept is very helpful in the community engagement process to assist constituents understanding or even visualizing what use may be possible under the proposed zoning district. With that said, the process for making a decision about a rezoning map amendment should not focus on any single use which could be allowed for the site, but rather to determine the appropriateness of the proposed zoning district and its allowed uses as a whole.

As submitted, the applicant has made a concerted effort to present a development that meets the Development Code regulations, should a rezoning be approved. It should be noted that the applicant designed their proposed operation in such a way that the service bay doors are turned north and south and entirely indoors, attempting to reduce potential negative effects associated with noise from torque wrenches and other devices normally associated with tire change businesses. Not shown on the site plan is the required wall and plantings required within the Protected Neighborhood Transition Buffer.



Without a condition of zoning, the provided site plan and business use would only be a concept, and nonbinding. An Evaluation of the change in zoning districts as a whole leads to the chart below:

Use	Existing Zoning District (CX-)	Proposed Zoning District (CC-)
Rehab/Treatment Facility	---	CUP
Hotel	---	Permitted
Fireworks Retail Facility	---	Permitted
Minor and Major Vehicle Sales and Rental	---	Permitted
Major Vehicle Service and Repair	---	Permitted
Self-Service Storage	CUP	Permitted
Recycling Process Center	---	Permitted
Plant Nursery	---	Permitted
Car Wash	---	Permitted
Drive-thru Facility	CUP	Permitted
Minor Outdoor Storage	---	Permitted

While the project from a form and development standpoint, mostly checks the boxes (transparency, pedestrian entrance, build-to-zone compliance, etc.), it drifts in the wrong direction from a use standpoint. Commercial Mixed Use district is moderately more pedestrian-friendly as a whole than Commercial Corridor district, while not quite the same level of pedestrian emphasis as say City Springs district. Commercial Corridor district's use allowance more accurately represents the type of uses and consequently developments, that have dotted Highway 9 (Roswell Road) for the better half of a century as the Atlanta Metro continued its suburban ascent beyond the Perimeter.

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 or meet the challenge of some changing condition, trend or fact. Commercial Mixed Use district (CX-) is intended to provide for a variety of retail, service, and commercial uses as well as multi-unit residences,” while Commercial Corridor district (CC-) is “intended to provide for a variety of retail, service and commercial uses, **including auto-oriented uses**, as well as multi-unit residences. The districts also allow for civic, open space and park uses. (Sec. 4.1.3. *Development Code*).” Additionally, the subject site is entirely surrounded by Commercial Mixed Use zoned properties, with the nearest Commercial Corridor property approximately a mile and a half to the north.

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

Finding: The proposed Zoning Map Amendment does not substantially conform with The Next Ten Comprehensive Plan. The Next Ten prioritizes existing commercial sites along Roswell Road and other areas with commercial land uses, where opportunities exist for redevelopment in the form of walkable, mixed use activity centers (pg. 120 *The Next Ten*). Allowing for this proposal would open doors to many industrial uses that were not intended for Roswell Road i.e. vehicle sales, rental and repair, self-storage, mini warehouse, recycling centers, storages, car washes. It will also restrict uses that are conducive to increased pedestrian activation on Roswell Road such as farmers markets.

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

Finding: The proposed Zoning Map Amendment does not conform with the stated purpose and intent of the Development Code. The stated purpose of the Development Code is, “intended to guide the future growth of the City of Sandy Springs in alignment with the vision set forth by The Next Ten Comprehensive Plan,” which the proposed Zoning Map Amendment does not. The vision laid out in The Next Ten often alludes to “managing land use transitions” which does not support the practice of “spot zoning.”

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

Finding: The proposed Zoning Map Amendment will generally be consistent with the existing character of the area, but not the planned. The current character in the area is certainly heavily influenced by the automobile. However, the planned character for the area is to serve as a proper land use transition from the City Springs district as one goes north on Roswell Road. In a secondary sense, but of great importance still, is its responsibility to the property to its rear, which is Protected Neighborhood. Commercial Mixed Use, though allowing for a variety of commercial and residential uses is a less intense zoning district than the one being applied for.

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

Finding: The *subject property is appropriate* for the development allowed in the proposed district and the use and development of adjacent properties, except for again, the vision of the immediate and even greater area while commercial, is to not be auto oriented. The area, including the subject property serves as a transition for both City Springs to the south and the Protected Neighborhood to the rear from the many more auto oriented parcels going north.

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

Finding: It is Staff's view that there are no substantial reasons for why the property must not be used according to the existing zoning.

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

Finding: It is Staff's view that there is not a need for this proposal. A simple search of similar tire businesses in the area will find that there are several within a one-mile radius.

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 changes in the ability of the City and other service providers to provide sufficient public facilities and services, or any lapses in maintaining sufficient levels of services to existing development.

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

Finding: Staff does anticipate that the proposal will impact the natural environment in a negative way. The standards provided for in the development code would increase the tree canopy, stormwater runoff and quality, amenity area, and so on. The nature of the business proposed could also impact the natural environment from a noise perspective depending on the level of commitment adhered to by the staff to keep noise inside the building. This assumes that the specific sue proposed were to come to fruition.

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

Finding: As mentioned previously, should the amendment be approved and the project go forward as a tire store, (between the regulations in the Code (Protected Neighborhood Transition Buffer, interparcel access, amenity space, building at the street) and the design considerations shown on the site plan and in

the elevations (interior only work area, facing neither the neighborhood, nor the street)) much of any adverse impacts normally associated with *major vehicle service and repair* would likely be negated.

COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

No comment provided.

Sandy Springs Transportation Engineer:

-Site Plan shall show required streetscape improvements. -Interparcel access shall be provided from the site to both the north and south parcels. This segment of Roswell Road has been identified as a top priority for access management treatments, including interparcel connections. -Proposed driveway shall meet the Sandy Springs Technical Manual requirements for non-residential access per Section 3: Roadway Design and Pavement as well as the Georgia DOT Regulations for Driveway and Encroachment Control, including, but not limited to: -Uninterrupted ingress/egress - Limited to right-in/right-out design due to proximity of the existing signalized intersection of SR 9/Vernon Woods Drive within 250 feet -Corner sight distance -Distance from property line; the radius return must be a minimum of five feet from the property line

Sandy Springs City Engineer:

Street Framework requires the following cross section for Roswell Road: Provide sufficient R/W to enable future installation of 14-foot minimum raised median in Roswell Road along with: 11' Minimum Travel Lanes 10' Landscape Strip / Street Tree Planting Zone 5' Separated Bike Path (reserved) 9' minimum Sidewalk 1' Maintenance Strip 2. Entrance must be GDOT Detail A-1 3. GDOT approval for access location required.

Sandy Springs Site Division:

Site plan provided does not show any provisions for meeting Stormwater management requirements, including Runoff Reduction which cannot be provided beneath impervious areas.

Sandy Springs Chief Environmental Compliance Officer:

No comment provided.

Sandy Springs Arborist:

Future development will be required meet the minimum canopy requirement of 40 percent.

Sandy Springs Sustainability Manager:

No comment provided.

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 were approximately seven (7) in-person and virtual attendees, including the Applicant's team and the President of Sandy Springs Council of Neighborhoods (SSCN), on January 10, 2023, held both in person and virtually. Topics discussed included business type, street facing views, and transition buffers.

Community Meeting II

For the Community Meeting II there were approximately thirty (30) in-person and virtual attendees, including the Applicant team, the President of SSCN, on February 2, 2023, held both in person and virtually. Topics discussed included the amount of the auto shops in the vicinity and transition buffers.

Correspondence Received

At the time of this draft, there were 14 public comments, all against the requested map amendment.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Denial of Zoning Map Amendment RZ22-0008** request for a Zoning Map Amendment (Rezoning) of **6400 & 6410 Roswell Road (Parcel(s))** from the CX-3 (Commercial Mixed Use – 3 stories maximum height) to CC-3 (Commercial Corridor – 3 stories maximum height) zoning district.

As previously mentioned, Staff would now recommend that Council accept the applicant's request to withdraw their application.

Anspach, Matthew

From: Kirk, David C. <david.kirk@troutman.com>
Sent: Wednesday, March 29, 2023 12:58 PM
To: LaQuita Williams; Owens, Helen; Anspach, Matthew
Cc: 'Kelly Wagoner'
Subject: Withdrawal of Application RZ22-0008 (6400 & 6410 Roswell Road)

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

Good afternoon, LaQuita, Helen, and Matthew.

I have just communicated with my client and, as provided in Section 11.2.3.F.2. of the Sandy Springs Development Code, am writing to withdraw application RZ22-0008 from further consideration by the City of Sandy Springs. Should you have any questions or need anything further from me in connection with this withdrawal, please let me know at your earliest convenience.

Best regards,

David

David C. Kirk

Partner

troutman pepper

Direct: 404.885.3415 | Internal: 11-3415

david.kirk@troutman.com

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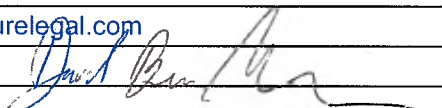
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Case No.: **RZ22-0008**
Planner's initials: **M.A.**

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 6400 and 6410 Roswell Road	
	Parcel Tax ID(s): 17 008800010552 and 17 008800010537	
	Total acreage: 1.348	Council District: 3
	Current zoning: CX-3	Current use: 1.348
	Character Area: Commercial Mixed Use	

APPLICATION	Purpose of the Application: Rezone Subject Property to allow for operation of tire retail store	
	Check all that apply:	
	☒ Zoning Map Amendment (Rezoning) ☐ Conditional Use Permit	
	Detailed request: Rezone Subject Property from the current CX-3 zoning classification to the CC-3	
	(Commercial Corridor) zoning classification to allow for the development and operation of a Discount Tire retail store.	
	Petitioner: Halle Properties, LLC, d/b/a Discount Tire c/o David C. Kirk	
	Petitioner's address: 600 Peachtree Street, NE, Suite 3000, Atlanta, Georgia 30308	
Phone: 404-885-3415		Email: david.kirk@troutman.com

OWNER	Property owner: D&S One LLC (Contact: Leeor Ben-Moshe)	
	Owner's address: 3210 Roswell Road, Atlanta, GA 30305	
	Phone: 404-233-5951	Email: rbm@mcclurelegal.com
	Signature (authorizing initiation of the process): 	
	If the property is under contract, provide a copy of the contract	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date:	Anticipated Application date:
CMI date, time, and location: 1/10/2023 6PM Fulton County Library	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	



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Case No.: _____
Planner's initials: _____

APPLICATION FORM

APPLICATION	Purpose of the Application: Rezone Subject Property to allow for operation of a tire retail store.
	Check all that apply:
	☒ Zoning Map Amendment (Rezoning) ☐ Conditional Use Permit
	Detailed request: Rezone Subject Property from the current CX-3 zoning classification to the CC-3 (Commercial Corridor) zoning classification to allow for the development and operation of a tire retail store (Discount Tire).

COMMUNITY MEETING I REPORT	Date and location of CMI: Tuesday, January 10, 2023 at Fulton County Library - Sandy Springs Branch	
	Beginning time: Approximately 6:00 p.m.	End time: Approximately 7:00 p.m.
	Summary of concerns discussed:	
	Please see attached "Summary of Community Meeting I"	
	Does the Application address the concerns discussed at the CMI? ☒ Yes ☐ No	
Explain: The Applicant believes the Application, together with the discussion at the meeting, addresses the issues and concerns raised at Community Meeting I. In particular, the portion of the Letter of Intent containing the "Zoning Impact Analysis" addresses issues related to traffic, hours of operation, noise, need, building and site design, curb cuts, and consistency with various plans of the City of Sandy Springs in a manner that demonstrates consistency with these various plans, compatibility with adjacent properties, the reduction of potential impacts, and the consistency with design and landscaping requirements.		

- TO BE FILLED OUT BY P&Z STAFF -

Application date: 1/17/2023	Tentative Planning Commission date: 3/22/2023
CMI date and time: 2/2/2023, 6:00 PM	Tentative Mayor and City Council date: 4/18/2023
OFFICIAL REQUEST (FOR PUBLICATION):	



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AUTHORIZATION FORM – PART I

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

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name: <u>D+S One, LLC</u>	Sworn and subscribed before me this <u>16</u> th day of <u>January</u> 20 <u>23</u> Notary public: <u>[Signature]</u> Seal:  Commission expires:
Address: <u>3210 Roswell Rd. Suite D</u>	
City, State, Zip Code: <u>Atlanta, GA 30305</u>	
Email address: <u>[Redacted]</u>	
Phone number: <u>[Redacted]</u>	
Owner's signature: <u>[Signature]</u>	

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:	Sworn and subscribed before me this <u> </u> th day of <u> </u> 20 <u> </u> Notary public: Seal: Commission expires:
Company name:	
Address:	
City, State, Zip Code:	
Email address:	
Phone number:	
Applicant's signature:	



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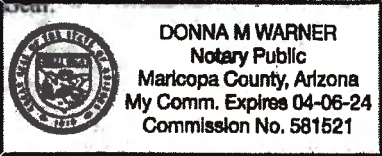
AUTHORIZATION FORM – PART I

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

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this Application.	
Owner's name:	Sworn and subscribed before me this
Address:	
City, State, Zip Code:	th day of 20
Email address:	Notary public:
Phone number:	Seal:
Owner's signature:	Commission expires:

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: Matthew Johnson	Sworn and subscribed before me this
Company name: Halle Properties, L.L.C.	
Address: 20225 N Scottsdale Road	<u>16</u> th day of <u>JANUARY</u> 20 <u>23</u>
City, State, Zip Code: Scottsdale, AZ 85255	Notary public: <u>Donna M Warner</u>
Email address: [REDACTED]	
Phone number: [REDACTED]	
Applicant's signature: <u>[Signature]</u>	Commission expires: 4/6/2024

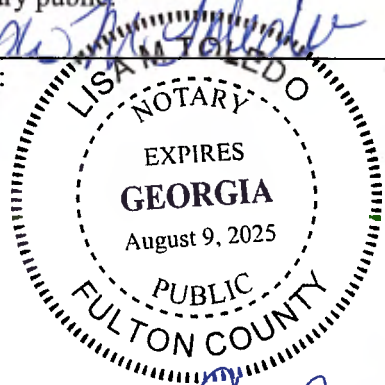


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AUTHORIZATION FORM – PART II

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

Agent's name:	David C. Kirk
Company:	Troutman Pepper Hamilton Sanders LLP
Address:	600 Peachtree Street, NE Suite 3000
City, State, Zip Code:	Atlanta, Georgia 30308
Email address:	[REDACTED]
Phone number:	[REDACTED]
Agent's signature:	
Applicant's signature:	

Sworn and subscribed before me this
<u>13</u> th day of <u>January</u> 20 <u>23</u>
Notary public:
Seal:

Commission expires: <u>Aug 9, 2025</u>



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: Matthew Johnson
Signature:  Date: 1-16-2022

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: <u>DAVID G. KIRK (Attorney for Applicant)</u>	
Signature: <u>[Signature]</u>	Date: <u>1/13/2023</u>

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

David C. Kirk
david.kirk@troutman.com

January 17, 2023

VIA HAND DELIVERY

Ms. Helen P. Owens
Planner III/Zoning Administrator
City of Sandy Springs – Community Development
1 Galambos Way
Sandy Springs, Georgia 30328

Re: Rezoning Application: 6800 and 6810 Roswell Road

Dear Ms. Owens:

As legal counsel for Halle Properties, LLC, d/b/a Discount Tire ("Discount Tire" or the "Applicant"), as authorized by the property owner, D & S One LLC (the "Property Owner"), and in support of the above-referenced application (the "Application"), I am pleased to provide this Letter of Intent for your information and use. This letter provides background information about Discount Tire and its plans to utilize the above-referenced property (the "Subject Property"), a description of the supporting documentation submitted with this application, a summary of the proposed project, and written justification for the rezoning of the Subject Property from the current CX-3 zoning classification to the CC-3 classification to allow for the development and operation of a Discount Tire retail store.

The 1.348-acre Subject Property consists of two parcels which currently contain an abandoned restaurant building, a building pad where the previous structure was demolished, and an associated surface parking field. Based on information provided by citizens during the first Community Information Meeting held on January 10, 2023, the Subject Property has been vacant for approximately a decade. Discount Tire proposes to lease the Subject Property from the Property Owner and develop a new 9,998 square foot Discount Tire retail store. To do so, the Subject Property's existing zoning must be changed.

Accompanying this Letter of Intent are the following documents submitted in support of the Application.

- A completed Project Information Sheet;
- A completed "Application Form;"

- The required Authorization and Disclosure forms executed by the Property Owner, the Applicant, and me as Applicant's Attorney;
- The Zoning Impact Analysis (included as a Section of this letter);
- Full scale (provided electronically), 11" x 17", and 8½" x 11" copies of a Survey of the Subject Property;
- Full scale (provided electronically), 11" x 17", and 8½" x 11" copies of the Conceptual Site Plan for the proposed development of the Subject Property;
- A legal description of the Subject Property in Word format;
- An 11" x 17" copy of Colored Building Elevations for the proposed Discount Tire retail store;
- A Summary of and Sign-In Sheets from Community Meeting 1 held on January 10, 2023; and
- A check for \$1,580.00 to cover the fees associated with this application.

I believe this letter and the attached documents are all that is needed at this time for the City of Sandy Springs to consider the Application. However, if you believe any other information or documentation would be helpful, please do not hesitate to contact me.

Company Background

Discount Tire is based in Scottsdale, Arizona, and has been in business for over sixty years, beginning as a one-person operation in Ann Arbor, Michigan, in 1960. Discount Tire currently has nearly 1,100 locations nationwide, with approximately 45 of those locations in Georgia. Discount Tire's only business is the retail sale, installation, and repair of passenger car and light truck tires and wheels. It does not perform any other automobile maintenance functions, such as oil changes, brake installation, muffler installation or replacement, or transmission service. Discount Tire's typical hours of operation are from around 8:00 a.m. to 6:00 p.m. Monday – Friday and 8:00 a.m. to 5:00 p.m. on Saturday. Discount Tire locations are closed on Sunday.

Proposed Development and Requested Actions

Discount Tire seeks to lease and redevelop two parcels totaling 1.348-acres located at 6800 and 6810 Roswell Road into a new Discount Tire retail store. The proposed 9,998 square foot store will incorporate interior vehicle bays and is expected to serve approximately 100 customers/day. As indicated in the elevation drawings accompanying this application, the building will be located within the "build to zone" close to the street as desired by the City, will have an attractive brick exterior, with storefront fenestration facing Roswell Road and wrapping

around the corners of the building. The building will present a two-story elevation facing Roswell Road. The site will be attractively landscaped, with a pedestrian walkway connecting the existing sidewalk to Roswell Road. Discount Tire will provide sufficient parking on the Subject Property to meet customer demands. In connection with the redevelopment of the site, the existing billboard will be removed.

To implement this proposed redevelopment, Discount Tire respectfully requests the approval of a rezoning of the Subject Property from CX-3 (Commercial Mixed Use) to CC-3 (Commercial Corridor).

Zoning Analysis and Consistency with Approval Criteria

As required by Section 11.3.6.C. of the Sandy Springs Development Code (the "Development Code"), the following criteria provide guidance for making decisions on the approval of Zoning Map Amendments (Rezoning) such as that requested by this application:

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

As noted by the Applicant as well as attendees at Community Meeting 1 held on January 10, 2023, the Subject Property has been vacant for several years. One structure on the Subject Property has been demolished, leaving only a slab, and one building remains in a vacant, apparently abandoned state. In addition, the Subject Property contains a large outdoor advertising sign (billboard). Finally, three curb cuts exist along the Roswell Road frontage of the Subject Property. The Google "Street View" image below illustrates these current conditions:



The Subject Property thus presents a substantial challenge to the redevelopment of this portion of the Roswell Road corridor, a challenge which will be fully, functionally, and attractively overcome by the proposal outlined in this application. The rezoning of the Subject Property will result in the removal of the existing abandoned building, the elimination of the billboard, the placement of a new retail building in conformance with the design goals of the City, the landscaping of the Subject Property to City standards, the protection and enhancement of the transitional buffer, the reduction of two of the existing three curb cuts along the frontage of the Subject Property, and the restoration of a desirable economic use along this corridor that provides services and job opportunities.

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

The Applicant respectfully submits the proposed amendment substantially conforms with the Comprehensive Plan and supports the stated goals for the Land Use Character Area in which the Subject Property is located.

According to the Land Use Element of the Sandy Springs Comprehensive Plan (“The Next Ten Five Year Update” or the “Plan”) adopted in October 2022, the Subject Property lies within the “Commercial/Mixed Use - Character Area Type 4.” See Character Area Map on Page 113 of the Plan. The description for this Character Area acknowledges the existence of “existing commercial sites along Roswell Road . . . where opportunities exist for redevelopment. . . .” The Plan encourages, among other things “redevelopment” that is “compact in form” and includes “free-standing commercial structures.” The Plan seeks to achieve a “pedestrian-oriented scale and street character along Roswell Road,” stating that “buildings should be constructed facing . . . Roswell Road,” and that “[f]ree-standing commercial buildings should have heights equivalent to at least two stories (actual or implied through inclusion of a high parapet or faux second story), in order to reinforce the pedestrian-oriented scale of the corridor.” See Plan, Page 121. Among the land uses encouraged in this Character area is “commercial.” Id.

Approval of the requested amendment will allow for the redevelopment of the Subject Property for a commercial use within a free-standing structure that is compact in form and pedestrian-oriented by its placement within the “build-to” zone along Roswell Road, its direct connection to the streetscape, and by its height equivalent to two stories.

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

The Applicant respectfully submits the requested amendment conforms with the stated purpose and intent of the Development Code. Among the stated purposes of the Development Code is to foster “a higher-quality public realm by prescribing the physical form of buildings and addressing the relationship between building facades and the public realm, [and] the form and mass of buildings” See Section 1.1.4.B. of the Development Code. The proposed development substantially conforms with the stated intent of the Development Code by balancing conservation and development through the redevelopment of a vacant, largely paved Subject Property along a major corridor (Roswell Road) into a well-landscaped property that meets the applicable City codes, as opposed to the development and clearing of a greenfield

site. See Section 1.1.5.A. of the Development Code. The proposal supports the intent to “achieve design excellence in the built environment” through site and building design that contributes to the quality of the public realm by enhancing the pedestrian experience along Roswell Road and providing convenient and safe pedestrian access to the building, through placement of parking to the rear of the building, away from the public realm, through the elimination of 2 of the 3 curb cuts along the Subject Property’s frontage, and through enhanced landscaping. See Section 1.1.5.B. of the Development Code. Finally, the proposal meets the Development Code’s intent to support the City’s “prosperous and sustainable future” by conserving land resources through the redevelopment of an existing vacant and paved site, providing interparcel connectivity, and supporting various travel modes through site design and pedestrian improvements. See Section 1.1.5.C. of the Development Code.

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

As noted in the response to Approval Criterion 2 above, the Subject Property lies within the “Commercial/Mixed Use - Character Area Type 4.” See Character Area Map on Page 113 of the Plan. The description for this Character Area acknowledges the existence of “existing commercial sites along Roswell Road . . . where opportunities exist for redevelopment. . . .” The Plan encourages “commercial” land uses and, among other things, “redevelopment” that is “compact in form” and includes “free-standing commercial structures.” The Plan seeks a “pedestrian-oriented scale and street character along Roswell Road,” stating that “buildings should be constructed facing . . . Roswell Road,” and that “[f]ree-standing commercial buildings should have heights equivalent to at least two stories (actual or implied through inclusion of a high parapet or faux second story), in order to reinforce the pedestrian-oriented scale of the corridor.” See Plan, Page 121.

In addition, the proposed amendment and use of the Subject Property reinforce the character of the “North Gateway” Character Area, as outlined in the City Center Master Plan. That Plan states that this Character Area north of City Center “offers opportunities for small business close to City Center’s amenities and workforce, and opportunities to re-accommodate valued auto-oriented uses that are less desirable in the heart of City Center.” See Sandy Springs LCI 10-Year Update, Pages 40 & 41. Further, the City Center Master Plan states that “[o]n some sites, particularly along Roswell Road, single-use commercial development and or reinvestment in existing commercial properties will likely prove more feasible than mixed-use development in the near term. See Page 41. Finally, the City Center Master Plan states that “Sandy Springs should . . . welcome single-use development or property renovation that enhances walkability and strengthens character along the corridor.” *Id.*

The Applicant respectfully submits the zoning amendment, the proposed use of the Subject Property, and the design of the site and building on the Subject Property reinforce the existing and planned character of the both the “Commercial/Mixed Use Character Area Type 4” in the City’s Comprehensive Plan and the “North Gateway Character Area” described in the City Center Master Plan.

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

The Applicant respectfully suggests the Subject Property is entirely appropriate for the proposed development and is compatible with the use and development of adjacent properties. The proposed use is compatible with adjacent and nearby retail and commercial uses to the north, south and east along Roswell Road (restaurants, car wash, service stations, other commercial uses). The hours of operation will minimize any impact on the adjacent residential neighborhood to the west, which will be further protected by a transitional buffer consisting of existing trees and any additional plantings to be installed in consultation with the City Arborist.

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

The existing zoning of the Subject Property does not allow the proposed commercial use, despite the fact the proposed use of the Subject Property aligns with and supports the intent, purpose, and goals of the Plan, the Development Code, and the City Center Master Plan, and meets the site and building design goals of the City for commercial development and redevelopment in the Roswell Road corridor. Accordingly, the Applicant respectfully suggests there is a substantial benefit and reason for the proposed rezoning.

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

Like any other retailer, Discount Tire knows where its current and potential future customers are located and does its utmost to ensure its retail stores are conveniently located to such customers. Where market analysis indicates the need for an additional store, Discount Tire is willing to make a substantial investment to better serve its customers. As noted above, Discount Tire has approximately 45 retail locations in Georgia. However, none of these locations are in the City of Sandy Springs. The closest Discount Tire location is in Marietta, approximately 6 miles from the Subject Property. Other locations include Chamblee (8 miles away), Alpharetta (11 miles away) and Johns Creek (18 miles away). Many customers at these Discount Tire locations live in Sandy Springs yet must travel well outside the City in order to purchase tires, a fact known to Discount Tire and even noted by an attendee to Community Meeting 1. Allowing for the proposed use at this location will provide a much more convenient and accessible location for Sandy Spring's residents to purchase tires.

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 use is expected to serve approximately 100 customers daily, which, together with any traffic generated by team members, should not place an undue burden on nearby roads. In addition, the proposal would eliminate two of the three existing curb cuts on the Roswell frontage and provide for future interparcel access to the adjacent property to the north. The commercial use of the Subject Property will place no burden on the schools or recreation

facilities and, because of the limited hours of operation and nature of the facility, is likely to generate demand on other public facilities and services at levels below the previous uses of the property and, in fact, at levels lower than most other potential uses of the Subject Property.

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

The proposed amendments and use of the Subject Property will have no significant negative impacts on the natural environment. In fact, the Applicant respectfully submits the proposed development will benefit the natural environment. Approval of the amendment and proposed use of the Subject Property will provide a more convenient location for Discount Tire customers who live in Sandy Springs to purchase tires, when compared to the current distance these customers must travel, thus reducing air pollution. Redeveloping the exiting site will remove pavement and replace it, as required, with landscaping and an enhanced buffer. Currently, it appears stormwater simply sheet flows from the site whereas the proposed redevelopment will be required to meet the City's stormwater requirements, thus improving stormwater management. Noise will be minimized through the use of interior bays for the installation of tires purchased at the location, though the limited hours of operation (including being closed on Sundays), and through the preservation and possible enhancement of the transitional buffer on the western portion of the Subject Property, which will preserve vegetation and a limited amount of wildlife habitat.

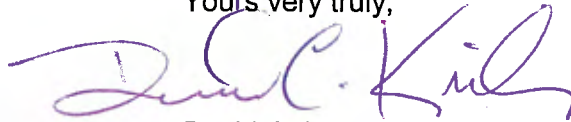
10.The Zoning Map Amendment will not have a significant adverse impact on property in the vicinity of the subject property.

The Applicant respectfully asserts the proposed amendment and use of the Subject Property will not have an adverse impact on property or uses in the vicinity. The proposed use is compatible with adjacent and nearby retail and commercial uses to the north, south and east along Roswell Road (restaurants, car wash, service stations, other commercial uses). The hours of operation will minimize any impact on the adjacent residential neighborhood to the west, which will be further protected by a transitional buffer consisting of existing trees and additional plantings that would be installed in consultation with the City Arborist. In fact, the Applicant suggests the redevelopment of this long vacant subject property will have a positive impact on surrounding property by providing compatible economic activity, constructing an attractive and appropriately sited building, removing a billboard that would otherwise remain on the site, closing two existing curb cuts such that only one will remain, limiting the hours of operation so as to eliminate the potential for noise generation in the evenings and late into the night, and providing a well landscaped site and adequate pedestrian amenities, all of which will combine to enhance the value of surrounding and nearby properties.

Conclusion

In conclusion, on behalf of Discount Tire for all the reasons stated above and in the accompanying materials, I respectfully request the City of Sandy Springs rezone the Subject Property to the CC-3 (Commercial Corridor District) zoning classification to allow for the proposed use. I hope this information is helpful to you and other City officials as you review the proposed zoning change, I thank you for your thoughtful consideration of this application, and I encourage you to contact me with any questions you may have.

Yours very truly,



David C. Kirk

/dck
Attachments

COMMUNITY MEETING I SUMMARY REPORT

CITY OF SANDY SPRINGS

Applicant: Halle Properties, LLC, d/b/a Discount Tire c/o David C. Kirk (Attorney for Applicant)

Application Addresses: 6400 and 6410 Roswell Road

Date of Meeting: January 10, 2023

As required by the City of Sandy Springs, the Applicant notified nearby property owners of the First Community Meeting intended to inform nearby property owners and members of the public about the proposed project, allow for any community interests and concerns to be expressed, provide a chance for the public to ask questions, and create a forum through which any concerns may be resolved. An invitation to this Community Meeting was sent to all property owners within 500 feet of the Subject Property, as shown on a list provided by City of Sandy Springs staff.

The Community Meeting was held on January 10, 2023, from approximately 6:00 p.m. to 7:00 p.m. in a conference room in the Fulton County Public Library – Sandy Springs Branch located at 395 Mt. Vernon Highway in the City of Sandy Springs. This location is less than three-quarters of a mile from the Subject Property. A sign-in sheet is attached. This meeting was attended by the following individuals:

Applicant Representatives: Kelly Wagoner, P.E. (Civil Engineer), Troy Ferguson (Technical Specialist), David Kirk (Attorney for Applicant)

Staff Representatives: Helen Owens, Michelle McIntosh-Ross, La'Quita Williams, Matthew Anspach

Citizen Attendees: Four citizens who attended in person (Laurie Ta____, Alan Andrew, Ronda Smith, and Steven Saussy) signed the Sign-In Sheet (attached). There also were three on-line attendees, who identified themselves as Brad Bodenheimer, AB, and Roee Ben-Moshe.

The meeting was convened at approximately 6:00 p.m. At the meeting, Mr. Kirk and Mr. Wagoner spoke about the operations and history of Discount Tire, described the existing vacant nature of the site, and gave an overview of the project and rezoning request, using the site plan and elevations as illustrations.

The following questions/concerns were raised (**responses given at the meeting are in bold type – additional information is provided in the Zoning Analysis provided as part of the Letter of Intent**):

- Questions were raised about how this proposal fits into the current land use plans for the City of Sandy Springs and, if it differs from the plan, how does it differ? **The Applicant's representatives indicated that the proposal is generally consistent with the City's land use plans, which provides for commercial uses along this portion of Roswell Road, as well as enhanced site and building design, which are met by this proposal. The Applicant's representatives also stated that Discount Tire is a retailer of wheels and tires and is often located in commercial shopping centers. They do not perform automotive repairs or maintenance such as oil changes, brakes, or alignments.**
- Concerns were expressed regarding noise. **The Applicant's representatives stated that the building has interior bays with roll-up doors to contain any noise. In addition, the hours of operation are limited to approximately 8:00 – 6:00 Monday through Saturday and closed on Sunday so nighttime noise will not be an issue. Finally, it was noted that the required transitional buffer would be met.**
- Concerns were expressed about traffic. **The Applicant's representatives stated that the store will have a limited impact on traffic. In addition, two of the three existing curb cuts along Roswell Road will be eliminated, resulting in better and safer traffic flow. As noted in the Letter of Intent, Discount Tire locations serve only about 100 customers daily, which results in low traffic volumes.**
- Concerns were expressed about lighting. **The Applicant's representatives indicated that the preference of Discount Tire is to minimize lighting and that all lighting would comply with City standards and requirements to prevent spillover to nearby properties.**
- An opinion was expressed that the proposed use might not be the best use of the Subject Property, even though it had been vacant for a decade, according to attendees. **The Applicant's representatives stated that the proposed commercial use was a**

reasonable use of the Subject Property and would greatly improve the property by introducing a reasonable economic use, meeting site and building design requirements, and removing a billboard that has long been on the Subject Property.

- A question was raised about the establishment and maintenance of the required transitional buffer to the rear of the property. **The Applicant's representatives stated that the buffer would be established, possibly enhanced, and maintained by the Applicant as required by the City.**
- A statement was made that there are 14 other auto-related uses within a mile of the Subject Property and, in the speaker's opinion, another "auto-related use" was not desired or needed. In addition, the same speaker indicated the nearest Discount Tire locations were in Marietta (approximately 6 miles away) and in Chamblee (approximately 8 miles away), that she had traveled to Discount Tire locations, and that the Marietta location was busy on Saturdays. **The Applicant's representatives stated that, based on Discount Tire's market research, the location will better serve its customers in the Sandy Springs area so they will not have to travel so far to visit a Discount Tire location.**
- While acknowledging the proposal will meet the requirements of the Code, an assertion was made that the Subject Property was part of the City Center Character Area, that it was the gateway to the City Center, and that the proposed use is not the "walkable, amenity rich" use the speaker envisions for the location, despite it long being vacant. **[Response in terms of consistency with Plans, including the City Center Master Plan, and the Development Code is provided in the Zoning Analysis]**

The meeting was adjourned at approximately 7:00 p.m.

#

Sign-In Sheet – In Person Attendees

Sandy Springs - Community Meeting One
January 10, 2023 – RZ22-0008 (Discount Tire)

Name	Address	Phone/E-mail
Helen Owens	COSS	[REDACTED]
Louie Tade	[REDACTED]	[REDACTED]
Michael McIntosh-Ross	[REDACTED]	[REDACTED]
ALAN ANDREW	[REDACTED]	[REDACTED]

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Sign-In Sheet – In Person Attendees

Sandy Springs - Community Meeting One
January 10, 2023 – RZ22-0008 (Discount Tire)

Name	Address	Phone/E-mail
Ronda Smith	[REDACTED]	[REDACTED]
Lai Queta Williams	COSS	[REDACTED]
MATTHEW ANSPAZI	COSS	
Stephen Saussy	[REDACTED]	

1773001-1
139578038v1

COMMUNITY MEETING #2 SUMMARY REPORT

CITY OF SANDY SPRINGS

Applicant: Halle Properties, LLC, d/b/a Discount Tire c/o David C. Kirk (Attorney for Applicant)

Application Addresses: 6400 and 6410 Roswell Road

Date of Meeting: February 2, 2023

As required by the City of Sandy Springs, the Applicant notified nearby property owners of the Second Community Meeting intended to inform nearby property owners and members of the public about the proposed project, address issues raised during the first community meeting, allow for any additional community interests and concerns to be expressed, and create a forum through which any concerns may be resolved. An invitation to this Community Meeting (copy attached) was sent to all property owners within 500 feet of the Subject Property, as shown on a list provided by City of Sandy Springs staff.

The Community Meeting was held on February 2, 2023, from approximately 6:00 p.m. to 7:15 p.m. in a conference room in Sandy Springs City Hall located at 1 Galambos Way in the City of Sandy Springs. This location is less than three-quarters of a mile from the Subject Property. A sign-in sheet is attached. This meeting was attended by the following individuals:

Applicant Representatives: Kelly Wagoner, P.E. (Civil Engineer), Troy Ferguson (Technical Specialist), David Kirk (Attorney for Applicant)

Staff Representatives: La'Quita Williams, Matthew Anspach

Citizen Attendees: Approximately 32 citizens attended in person based on the Sign-In Sheets (attached). There also were on-line attendees but they did not sign in.

The meeting was convened at approximately 6:00 p.m. At the meeting, Mr. Kirk and Mr. Wagoner spoke about the operations and history of Discount Tire, described the existing vacant nature of the site, and gave an overview of the project and rezoning request, using the site plan and elevations as illustrations.

Mr. Kirk and Mr. Wagoner also addressed the following questions/concerns raised at the first meeting (**responses given at the meeting are in bold type**):

- Questions were raised about how this proposal fits into the current land use plans for the City of Sandy Springs and, if it differs from the plan, how does it differ? **The Applicant's representatives indicated that the proposal is generally consistent with the City's land use plans. The site is in the "Commercial/Mixed Use Character Area Type 4" which acknowledges the existence of "commercial sites along Roswell Road . . . where opportunities exist for redevelopment" and encourages enhanced site and building design, which are met by this proposal. In addition, the Applicant's representatives noted the site is in the "North Gateway" Character Area, as outlined in the City Center Master Plan, which "offers opportunities to re-accommodate valued auto-oriented uses that are less desirable in the heart of City Center" and contains sites along Roswell Road where "single-use commercial development . . . will likely prove more feasible than mixed-use development in the near term."**
- Concerns were expressed regarding noise. **The Applicant's representatives stated that the building has interior bays with roll-up doors oriented away from the adjoining neighborhood to contain any noise. In addition, the hours of operation are limited to approximately 8:00 – 6:00 Monday through Saturday and closed on Sunday so nighttime noise will not be an issue. Finally, it was noted that the required transitional buffer would be met.**
- Concerns were expressed about traffic. **The Applicant's representatives stated that the store will have a limited impact on traffic. Two of the three existing curb cuts along Roswell Road will be eliminated, resulting in better and safer traffic flow. In addition, Discount Tire locations serve only about 100 customers daily, which results in lower traffic volumes than many other commercial uses.**
- Concerns were expressed about lighting. **The Applicant's representatives indicated that the preference of Discount Tire is to minimize lighting and that all lighting would comply with City standards and requirements to prevent spillover to nearby properties.**
- An opinion was expressed that the proposed use might not be the best use of the Subject Property, even though it had been vacant for a decade, according to attendees. **The Applicant's representatives stated that the proposed commercial use was a**

reasonable use of the Subject Property, was consistent with City plans, and would greatly improve the property by introducing a reasonable economic use, meeting site and building design requirements, and removing a billboard that has long been on the Subject Property.

- A question was raised about the establishment and maintenance of the required transitional buffer to the rear of the property. **The Applicant's representatives stated that the buffer would be preserved, possibly enhanced, and maintained by the Applicant as required by the City.**
- A statement was made that there are 14 other auto-related uses within a mile of the Subject Property and, in the speaker's opinion, another "auto-related use" was not desired or needed. **The Applicant's representatives stated that, based on Discount Tire's market research, the location will better serve its customers in the Sandy Springs area so they will not have to travel so far to visit a Discount Tire location. In addition, the Applicant's representatives noted there were numerous uses that had multiple locations in the surrounding area.**
- While acknowledging the proposal will meet the requirements of the Code, an assertion was made that the Subject Property was part of the City Center Character Area, that it was the gateway to the City Center, and that the proposed use is not the "walkable, amenity rich" use the speaker envisions for the location, despite it long being vacant. **Please see the response provided to the question raised in the first bullet point above.**

Following this discussion, those in attendance were given the opportunity to raise additional questions and concerns. These were as follows:

- Many attendees stated they lived in the Whispering Pines neighborhood, said they thought Discount Tire was a good company and, in fact, some stated they were customers of Discount Tire, but did not want Discount Tire to locate "in their neighborhood," which they stated was a protected neighborhood based on the City's plans.
- One attendee who stated the neighborhood did not want this use indicated he was concerned about how noise from the operation would impact the neighborhood. He said he had gone to the neighborhood adjacent to another Discount Tire location in Cobb

County, which he acknowledged had a different bay door design than the one proposed in this instance, and could hear operational noise.

- Another attendee who said he did not want Discount Tire “in the neighborhood” indicated he felt the location in Cobb County was convenient enough for him and suggested the proposed Discount Tire should go near the Sandy Springs MARTA station instead.
- Another attendee indicated she, too, was concerned about noise and asked what Discount Tire “could do for the neighborhood.” She said she wanted the subject property to remain zoned CX and not be rezoned to CC, as requested by the Applicant. Several other attendees echoed the statement that the Subject Property should remain zoned CX and not be rezoned to accommodate the Applicant’s request.
- Another attendee asked what sort of local contributions were made by Discount Tire and asked further what Discount Tire would do to be a good neighbor.
- One attendee expressed concern that Discount Tire would eventually leave this location following the expiration of its lease and abandon the building it proposed to construct.
- The final attendee to speak indicated the proposal was “more of the same of what the community said they don’t want” and indicated that the many commercial uses along Roswell Road were the result of “garbage left by Fulton County.” She also expressed her belief that the challenging nature of the Subject Property is because the current owner “has not done anything” to improve the property.

Following these comments, the Applicant’s representatives noted the Planning Commission would meet on March 22 to consider the application and make a recommendation to the City Council, which would meet on April 18 to consider the application and make a final decision.

The meeting was adjourned at approximately 7:15 p.m.

#

Sign-In Sheet – In-Person Attendees

Sandy Springs - Community Meeting Two
February 2, 2023 – RZ22-0008 (Discount Tire)

PLEASE PRINT NEATLY

Name/Organization	Address	Phone/E-mail
Cheryl Sachs	6485 Wright Cir	
SCOTT RATH	6510 WHISPERING TRAIL	
Heidi Woody (Steve Turner)	134 Cromwell	
ROBERT & REGINA FISCHER	6105 BLUE STONE	

Sign-In Sheet – In-Person Attendees

Sandy Springs - Community Meeting Two
February 2, 2023 – RZ22-0008 (Discount Tire)

PLEASE PRINT NEATLY

Name/Organization	Address	Phone/E-mail
Greg Hurme	122 Cromwell Road 30328	[REDACTED]
Kelly + Jack Panosian	6620 Wright Cir. 30328	[REDACTED]
Stephen Spussy	180 Lands Downe Dr 30328	[REDACTED]
Guillermo SALAZAR	175 Chaseland Rd	[REDACTED]

Sign-In Sheet – In-Person Attendees

Sandy Springs - Community Meeting Two
February 2, 2023 – RZ22-0008 (Discount Tire)

PLEASE PRINT NEATLY

Name/Organization	Address	Phone/E-mail
M. Shulman	144 Cromwell Rd	[REDACTED]
Karen Deano David Deano }	6505 Whispering Lane Atlanta 30328	[REDACTED] ail.com l.com
ALAN ANDREW	154 Chaseland	[REDACTED]
ROALD BRADSTOCK	6318 North Hampton Dr	[REDACTED]
Bill Cleveland	6441 Wright Rd	[REDACTED] .com

Sign-In Sheet – In-Person Attendees

Sandy Springs - Community Meeting Two
February 2, 2023 – RZ22-0008 (Discount Tire)

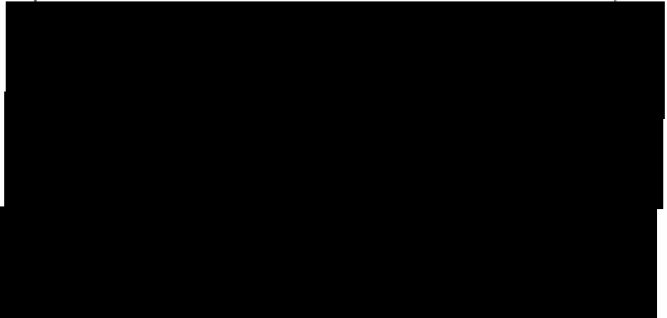
PLEASE PRINT NEATLY

Name/Organization	Address	Phone/E-mail
Chris Lowe Whispering Pines Assoc.	6480 Wright Circle	[REDACTED]
Charlie Rousseau	194 Cromwell Rd	[REDACTED] [REDACTED]
RONDA SMITH	76 LONG ISLAND PK SS 30328	[REDACTED] arg
Sallie Duncan	475 Pine Forest Rd. Atlanta, Ga 30342	[REDACTED]

Sign-In Sheet – In-Person Attendees

Sandy Springs - Community Meeting Two
February 2, 2023 – RZ22-0008 (Discount Tire)

PLEASE PRINT NEATLY

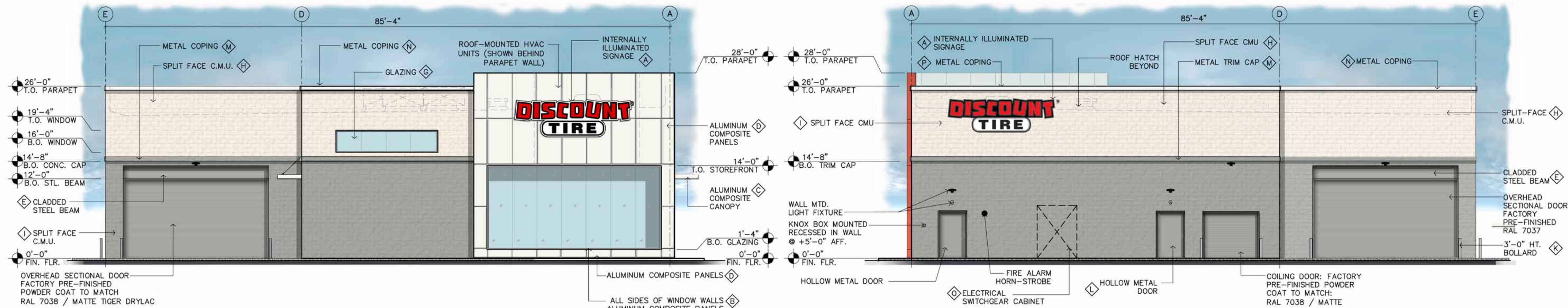
Name/Organization	Address	Phone/E-mail
Mike & Brandi Herson Laura + Guillermo Salazar Patrick McLaughlin	6380 N Hampton Dr 175 Chaseland Rd 145 Chaseland Rd	
Laurie Tacik	6396 N. Hampton (owner) live 217 S. Chace NE	
Ann Nikolov	6388 N. Hampton Dr.	
John Stewart RICHARD GLUCK	6315 Whispering Lane 6435 N. HAMPTON DR.	

Sign-In Sheet – In-Person Attendees

Sandy Springs - Community Meeting Two
February 2, 2023 – RZ22-0008 (Discount Tire)

PLEASE PRINT NEATLY

Name/Organization	Address	Phone/E-mail
JOSEPH TENGA NANCY TENGA	6495 WRIGHT CIR	[REDACTED] NET
Susan Richards	6570 Wright Rd	[REDACTED]



SOUTH ELEVATION
1/8" = 1'-0"

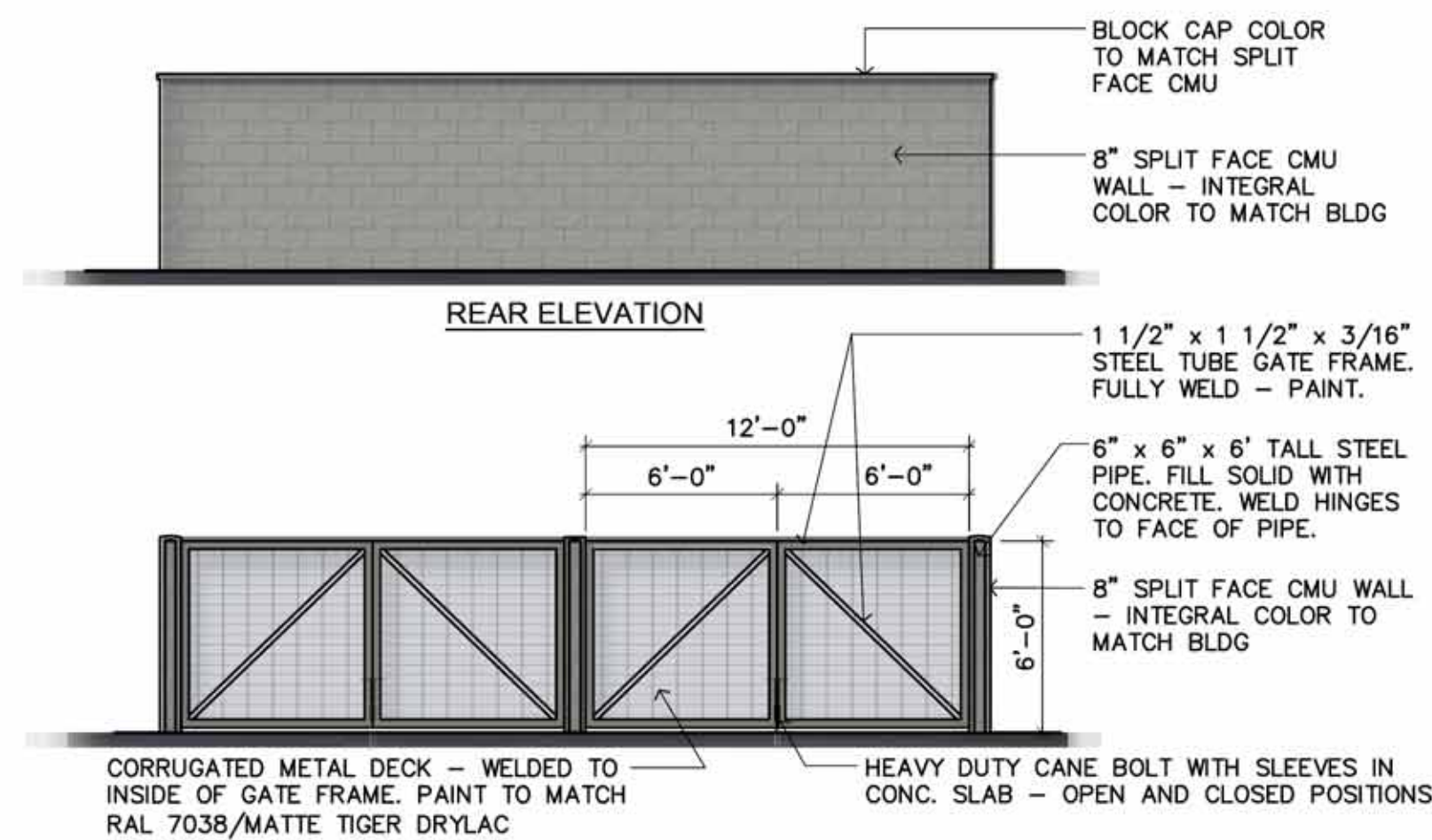
NORTH ELEVATION
1/8" = 1'-0"

FINISH LEGEND

- 3-DIMENSIONAL INTERNALLY ILLUMINATED SIGNAGE (UNDER SEPARATE PERMIT)
- ALUMINUM COMPOSITE PANELS: ALUCOBOND "MATTE PATRIOT RED"
- ALUMINUM CLADDEN CANOPY: ALUCOBOND "MATTE BRUSHED STAINLESS"
- ALUMINUM COMPOSITE PANELS: ALUCOBOND "MATTE BONE WHITE"
- 8" METAL CAP BY ATAS INTERNATIONAL INC. COATED: "BLACK"
- CORRUGATED METAL PANEL BY ATAS INTERNATIONAL INC. COATED: "BLACK"
- ANODIZED ALUMINUM STOREFRONT SYSTEM - CLEAR ANODIZED FINISH ARCADIA AF6601T
- INTEGRAL COLOR SPLIT FACE CMU TO MATCH SW 7104 "COTTON WHITE"
- INTEGRAL COLOR SPLIT FACE CMU TO MATCH SW 7066 "GRAY MATTERS"
- CLADDEN STEEL BEAMS: POWDER COAT COLOR TO MATCH RAL 7038/MATTE TIGER DRYLAC
- STEEL BOLLARDS - POWDER COAT COLOR TO MATCH RAL 7038/MATTE TIGER DRYLAC
- HOLLOW METAL DOORS - PAINTED SHERWIN WILLIAMS SW 7066 "GRAY MATTERS"
- METAL TRIM CAP - 8" LINK & LOCK BY LONGBOARD - LONGBOARD COLOR "SLATE GRAY"
- METAL CAP - COLOR TO MATCH SW 7104 "COTTON WHITE"
- PAINT SHERWIN WILLIAMS SW 7104 "COTTON WHITE"



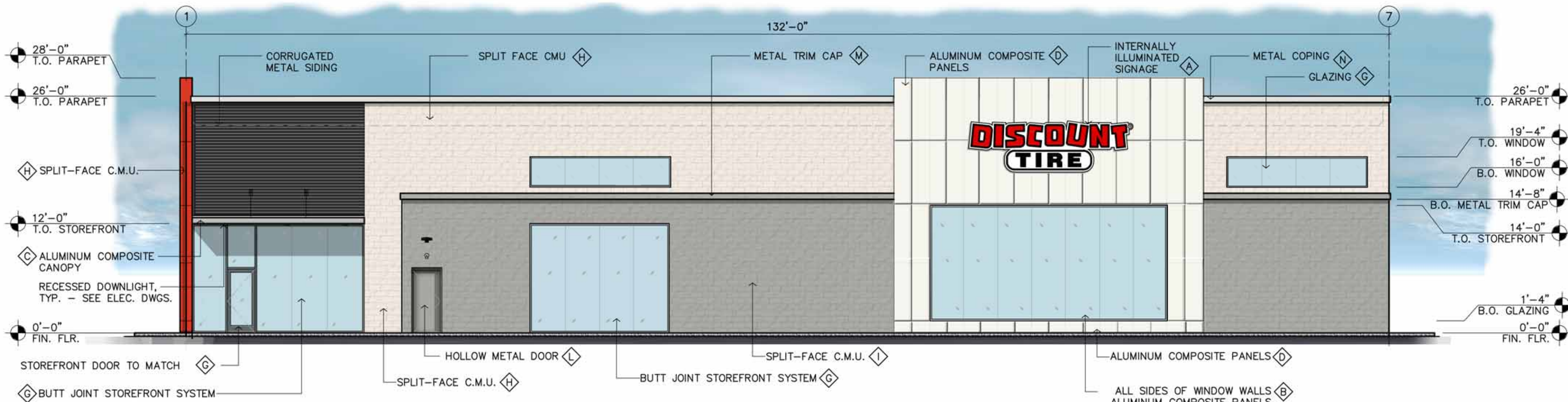
WEST ELEVATION
SCALE: 1/8" = 1'-0"



REAR ELEVATION

FRONT ELEVATION

PLAN



EAST ELEVATION
SCALE: 1/8" = 1'-0"

TRASH ENCLOSURE PLAN / ELEVATIONS

3/16" = 1'-0"

REV: 02

DATE: 12.12.22

JOB #: GAA 12744

DRAWN BY: AM



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CONCEPTUAL COLOR ELEVATIONS

**6400 & 6410 ROSWELL RD
SANDY SPRINGS, GA 30328**



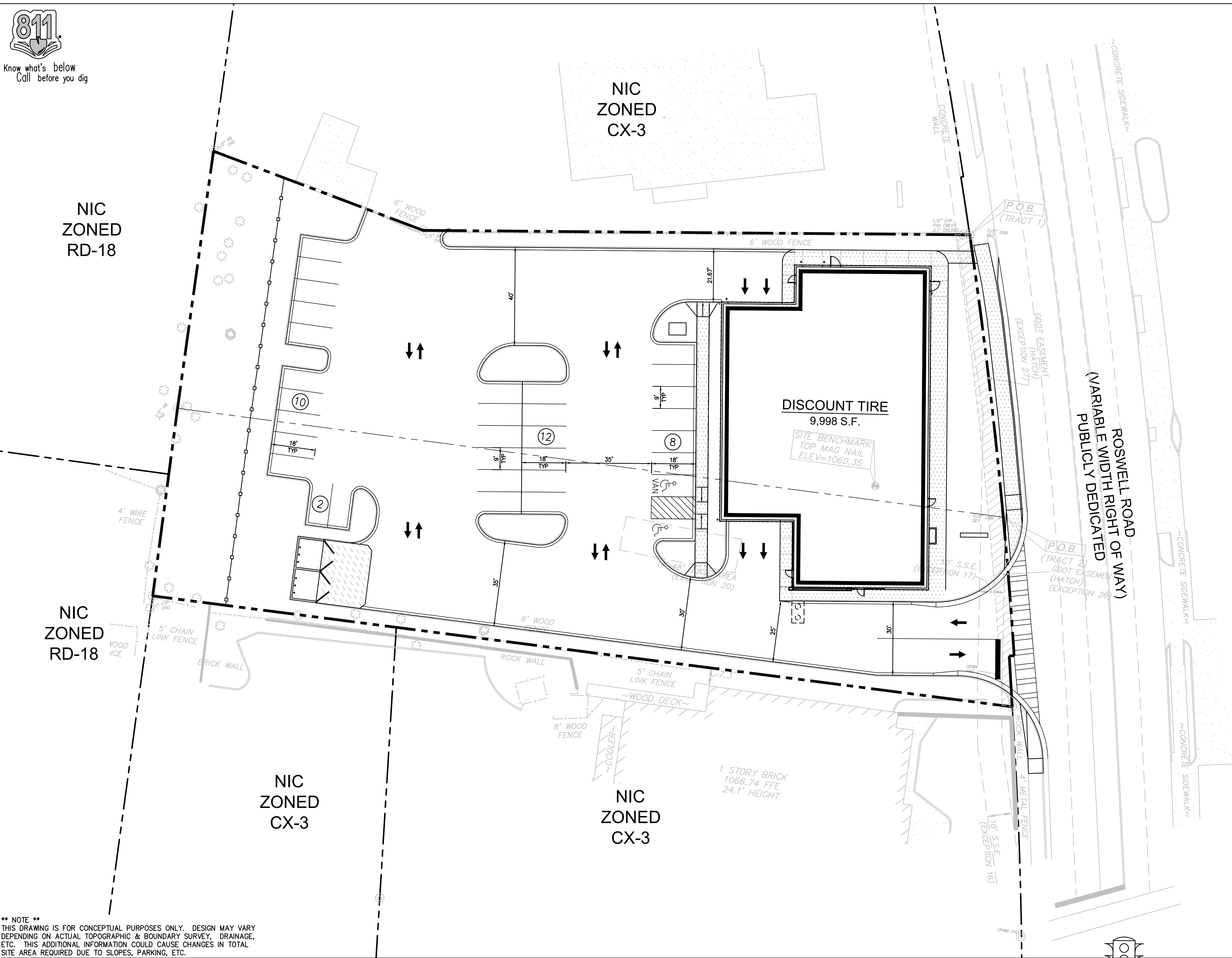
**ARCHITECTURAL
RESOURCE TEAM**

Sheet No.

A.3



Know what's below
Call before you dig



SITE ANALYSIS	
DISCOUNT TIRE	9,998 S.F.
PARKING PROVIDED	32 SPACES
PARKING REQUIRED	6 SPACES
NOTES:	
• REQUIRED PARKING: 1 SPACE/300 SF OFFICE PLUS 1 PER 2,000 SF ADDITIONAL INDOOR AREA. OFFICE AREA IS APPROXIMATELY 205 SF.	
• BICYCLE PARKING IS REQUIRED AT 1 SPACE PER 5,000 SF SHORT TERM (4 RQD) AND 1 SPACE PER 10,000 SF (2 RQD).	
• PROVIDED PARKING EXCLUDES INTERIOR BUILDING AND CANOPY SPACES.	
• BUILDING INCLUDES 4 INTERNAL SERVICE BAYS.	

SITE AREA DEMISE	
TRACT 1	0.73 ± AC.
TRACT 2	0.61 ± AC.
TOTAL SITE AREA	1.34 ± AC.

ZONING NOTE:
THIS SITE IS CURRENTLY ZONED CX-3
IN THE CITY OF SANDY SPRINGS, GA
AND DOES NOT SUPPORT "MAJOR
AUTO SERVICE AND REPAIR" USE FOR
TIRE SHOP. REZONING WILL BE
REQUIRED.

LEGEND FOR
PROPOSED IMPROVEMENTS

- PROPOSED BUILDING
- PROPOSED CURB AND GUTTER
- PROPOSED GUIDERAIL
- PROPOSED CHAINLINK FENCE
- PAINTED TRAFFIC DIRECTION ARROW
- PROPOSED PARKING SPACES
- CONCRETE SIDEWALK
- STANDARD DUTY ASPHALTIC PAVEMENT
- HEAVY DUTY ASPHALTIC PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- DUMPSTER APRON
- PUBLIC ROADWAY ASPHALTIC PAVEMENT



** NOTE **
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DEPENDING ON ACTUAL TOPOGRAPHIC & BOUNDARY SURVEY, DRAINAGE,
ETC. THIS ADDITIONAL INFORMATION COULD CAUSE CHANGES IN TOTAL
SITE AREA REQUIRED DUE TO SLOPES, PARKING, ETC.

NO.	REVISION	DATE

CONSULTANT:

BDG
Buckel Design Group, LLC.

3471 DONAVILLE ST
DULUTH, GA 30096
PHONE: 404-567-5701
FAX: 404-567-5703
WWW.BDGSE.COM

GSWCC CERTIFICATION NO. 5408

DEVELOPER:

DISCOUNT TIRE COMPANY
20225 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255
PH: 480-606-6000



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WHICH IT WAS PREPARED.
PUBLICATION THEREOF IS
EXPRESSLY LIMITED TO SUCH.

DISCOUNT TIRE
PARCELS 17 008800010552 &
17 008800010537
6400 & 6410 ROSWELL RD
SANDY SPRINGS, GA 30328

STORE NUMBER:
GAA 12744
BDC # 22-125
PROJECT MANAGER:
RITA EL KASSIS

PROJECT CIVIL ENGINEER:
KELLY WAGONER
PH: (404) 567-5701
Ext 103

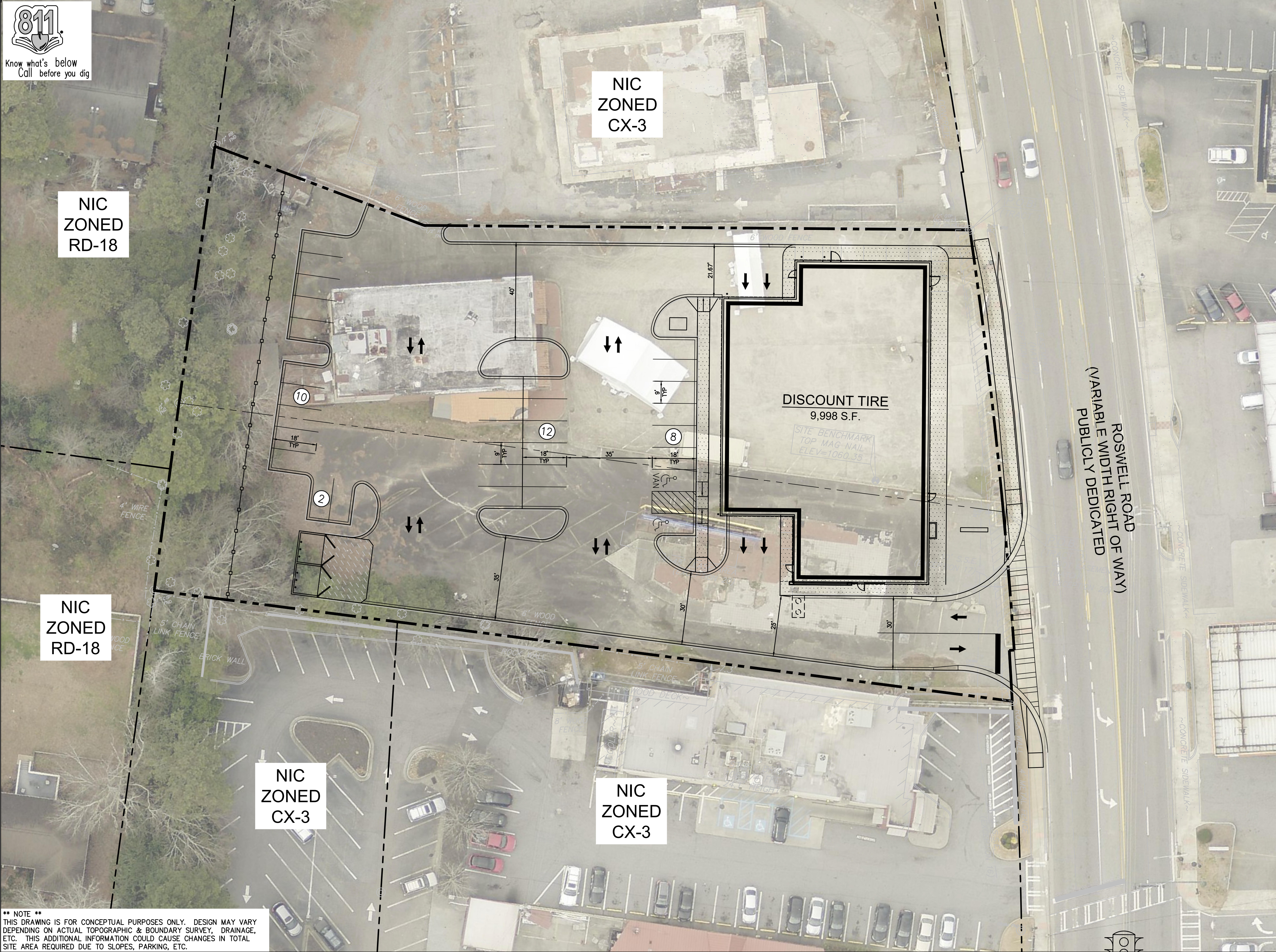
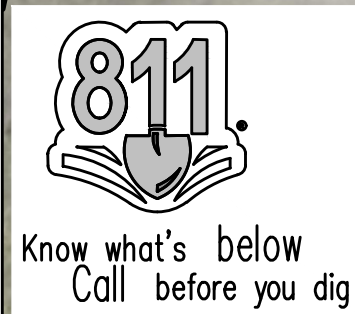
DRAWN BY:
GDL

SHEET TITLE:
CONCEPTUAL
SITE PLAN

DATE: MAY 23, 2022
ISSUED FOR: CONCEPTUAL REVIEW

SHEET NUMBER:

P-3



SITE ANALYSIS	
DISCOUNT TIRE	9,998 S.F.
PARKING PROVIDED	32 SPACES
PARKING REQUIRED	6 SPACES
NOTES:	
• REQUIRED PARKING: 1 SPACE/300 SF OFFICE PLUS 1 PER 2,000 SF ADDITIONAL INDOOR AREA. OFFICE AREA IS APPROXIMATELY 205 SF.	
• BICYCLE PARKING IS REQUIRED AT 1 SPACE PER 5,000 SF SHORT TERM (4 RQD) AND 1 SPACE PER 10,000 SF (2 RQD).	
• PROVIDED PARKING EXCLUDES INTERIOR BUILDING AND CANOPY SPACES.	
• BUILDING INCLUDES 4 INTERNAL SERVICE BAYS.	

SITE AREA DEMISE	
TRACT 1	0.73 ± AC.
TRACT 2	0.61 ± AC.
TOTAL SITE AREA	1.34 ± AC.

ZONING NOTE:
THIS SITE IS CURRENTLY ZONED CX-3 IN THE CITY OF SANDY SPRINGS, GA AND DOES NOT SUPPORT "MAJOR AUTO SERVICE AND REPAIR" USE FOR TIRE SHOP. REZONING WILL BE REQUIRED.

LEGEND FOR PROPOSED IMPROVEMENTS

- PROPOSED BUILDING
- PROPOSED CURB AND GUTTER
- PROPOSED GUIDERAIL
- PROPOSED CHAINLINK FENCE
- PAINTED TRAFFIC DIRECTION ARROW
- PROPOSED PARKING SPACES
- CONCRETE SIDEWALK
- STANDARD DUTY ASPHALTIC PAVEMENT
- HEAVY DUTY ASPHALTIC PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
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- PUBLIC ROADWAY ASPHALTIC PAVEMENT



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NO.	REVISION	DATE

CONSULTANT:

BDG
Buckel Design Group, LLC.

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DULUTH, GA 30096
PHONE: 404-567-5701
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DEVELOPER:

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20225 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255
PH: 480-606-6000



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DISCOUNT TIRE
PARCELS 17 008800010552 &
17 008800010537
6400 & 6410 ROSWELL RD
SANDY SPRINGS, GA 30328

STORE NUMBER:
GAA 12744
BDG # 22-125
PROJECT MANAGER:
RITA EL KASSIS

PROJECT CIVIL ENGINEER:
KELLY WAGONER
PH: (404) 567-5701
Ext 103

DRAWN BY:
GDL

SHEET TITLE:
CONCEPTUAL
SITE PLAN

DATE: MAY 23, 2022
ISSUED FOR: CONCEPTUAL REVIEW

SHEET NUMBER:

P-3

Tract 2 - 6400 Roswell Road

All that tract or parcel of land lying and being in Land Lot 88, in the 17th District, in Fulton County, Georgia and being more particularly described as follows:

Commencing at a concrete right of way monument found at the intersection of the southerly right of way of Chase Land Road (having a 50 foot, publicly dedicated right of way) and the westerly right of way of Roswell Road (having a variable width, publicly dedicated right of way); Thence leaving said right of way of Chase Land Road and continuing along said right of way of Roswell Road the following courses and distances: with a curve turning to the right with an arc distance of 82.97 feet, with a radius of 2163.00 feet, with a chord bearing of South 17 degrees 26 minutes 44 seconds East, with a chord length of 82.97 feet to a point; South 73 degrees 23 minutes 56 seconds West a distance of 1.00 feet to a point; with a curve turning to the right with an arc distance of 23.82 feet, with a radius of 2162.00 feet, with a chord bearing of South 16 degrees 17 minutes 07 seconds East, with a chord length of 23.82 feet to a 5/8-inch capped rebar found; with a curve turning to the right with an arc distance of 116.03 feet, with a radius of 2162.00 feet, with a chord bearing of South 14 degrees 25 minutes 54 seconds East, with a chord length of 116.02 feet to a 5/8-inch capped rebar set; said 5/8-inch capped rebar being the TRUE POINT OF BEGINNING.

Thence continuing along said right of way of Roswell Road the following courses and distances: with a curve turning to the right with an arc distance of 56.66 feet, with a radius of 2162.00 feet, with a chord bearing of South 12 degrees 08 minutes 36 seconds East, with a chord length of 56.66 feet to a point; South 78 degrees 36 minutes 27 seconds West a distance of 2.00 feet to a point; with a curve turning to the right with an arc distance of 20.78 feet, with a radius of 2160.00 feet, with a chord bearing of South 10 degrees 55 minutes 59 seconds East, with a chord length of 20.78 feet to a concrete right of way monument found; Thence leaving said right of way South 89 degrees 41 minutes 53 seconds West a distance of 353.54 feet to a 1-inch crimped top pipe found; Thence North 00 degrees 07 minutes 17 seconds West a distance of 77.24 feet to a 1/2-inch rebar found; Thence North 89 degrees 51 minutes 49 seconds East a distance of 339.80 feet to a 5/8-inch capped rebar set on the westerly right of way of Roswell Road; said 5/8-inch capped rebar being the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 0.612 acres (26,659 square feet).

Tract 1 - 6410 Roswell Road

All that tract or parcel of land lying and being in Land Lot 88, in the 17th District, in Fulton County, Georgia and being more particularly described as follows:

Commencing at a concrete right of way monument found at the intersection of the southerly right of way of Chase Land Road (having a 50 foot, publicly dedicated right of way) and the westerly right of way of Roswell Road (having a variable width, publicly dedicated right of way); Thence leaving said right of way of Chase Land Road and continuing along said right of way of Roswell Road the following courses and distances: with a curve turning to the right with an arc distance of 82.97 feet, with a radius of 2163.00 feet, with a chord bearing of South 17 degrees 26 minutes 44 seconds East, with a chord length of 82.97 feet to a point; South 73 degrees 23 minutes 56 seconds West a distance of 1.00 feet to a point; with a curve turning to the right with an arc distance of 23.82 feet, with a radius of 2162.00 feet, with a chord bearing of South 16 degrees 17 minutes 07 seconds East, with a chord length of 23.82 feet to a 5/8-inch capped rebar set; said 5/8-inch capped rebar being the TRUE POINT OF BEGINNING.

Thence continuing along said right of way of Roswell Road with a curve turning to the right with an arc distance of 116.03 feet, with a radius of 2162.00 feet, with a chord bearing of South 14 degrees 25 minutes 54 seconds East, with a chord length of 116.02 feet to a 5/8-inch capped rebar set; Thence leaving said right of way South 89 degrees 51 minutes 49 seconds West a distance of 339.80 feet to a 1/2-inch rebar found; Thence North 00 degrees 18 minutes 48 seconds East a distance of 105.90 feet to a 1/2-inch rebar found; Thence South 76 degrees 57 minutes 38 seconds East a distance of 91.41 feet to a 1/2-inch rebar found; Thence North 82 degrees 48 minutes 53 seconds East a distance of 223.01 feet to a 5/8-inch capped rebar found on the westerly right of way of Roswell Road; said 5/8-inch capped rebar being the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 0.736 acres (32,067 square feet).

Porter, Scott

From: Sandy Springs GIS
Sent: Sunday, January 15, 2023 7:00 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008

Time Submitted: 20230115235112.460000

Citizen Name: Patrick McLaughlin

Citizen Email: [REDACTED]

Citizen Phone:

Citizen Address: 145 Chaseland Road Northeast

Comment: While it is exciting that the vacant properties are finally closer to development, I personally think the whole Sandy Springs Next 10 zoning plan should be adhered to if it doesn't account for Automotive uses. I'm not sure that another tire shop on Roswell Rd is a huge benefit to the neighborhood when there are already so many within in a very short distance (Pep Boys, Goodyear, Dekalb Tire, etc). Therefore, what is the value in deviating from the actual zoning for this, or what is the point of a zoning if it isn't followed?

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Porter, Scott

From: Sandy Springs GIS
Sent: Monday, January 23, 2023 2:45 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008
Time Submitted: 20230123194026.303000
Citizen Name: Allison Adams
Citizen Email: [REDACTED] m
Citizen Phone:
Citizen Address: 6460 N Hampton Drive

Comment: Please do not ruin our neighborhood with another auto use. We strongly desire restaurants, coffee shops, and things that will bring character to our neighborhood

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Porter, Scott

From: Sandy Springs GIS
Sent: Thursday, January 26, 2023 7:33 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008
Time Submitted: 20230126011512.231000
Citizen Name: Evan Spessard
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 6500 Whispering Lane NE

Comment: Dear Council - I am writing in regards to the recent proposed Discount Tire at 6400/6410 Roswell Road. My wife and I moved into Whispering Pines in June of 2021 and have thoroughly enjoyed our time in our new home. We love that our community is surrounded by convenient amenities (i.e grocery stores, quick serve restaurants, etc.) but Sandy Springs and the surrounding area is severely lacking in walkable, QUALITY amenities that proper communities are built around. I urge you - PLEASE do not let the Discount Tire building permit pass. As mentioned by WP representatives in the previous meeting, we already have plenty of auto use business within our direct vicinity, which includes a Mr. Tire less than a quarter of a mile up the road. I ask you - why would any community need multiple tire shops that close together? Even if you let Discount Tire set up shop (directly next to a thriving neighborhood), do we assume both them and Mr. Tire will exist together, splitting the market 50/50? No - one of the business will fail and we will be left with another abandoned lot, which will likely be replaced by another heartless auto use chain. Please take this recommendation into consideration. Passing the Discount Tire building permit will bring nothing of value to the direct community and only perpetuate the already flawed business development strategy in place. Thank you! Evan & Claire

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Porter, Scott

From: Sandy Springs GIS
Sent: Tuesday, January 31, 2023 3:45 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008
Time Submitted: 20230131203359.720000
Citizen Name: Mike Herson
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 6380 N Hampton Drive

Comment: I appreciate the applicant's interest in redeveloping this property. However, I do not believe an automotive-centric business is the right fit for redevelopment in the City Springs area. A tire retailer does not fit the spirit of a "compact, walkable, amenity rich environment" as it is inherently a destination to which one drives their car. As a resident of the immediately adjacent neighborhood, this does not create a walkable destination or amenity and likely presents a noise concern. Finally - the Roswell road corridor is already saturated with automotive facilities across the entire spectrum-an additional tire retailer is not bringing anything novel to our community. For these reasons I respectfully request the City to deny the rezoning application in this case.

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Porter, Scott

From: Sandy Springs GIS
Sent: Monday, February 6, 2023 7:30 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008
Time Submitted: 20230206025913.133000
Citizen Name: Eric M
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: North Hampton Drive

Comment: We live in the Whispering Pines directly behind where this proposed new business is being proposed. We moved here hoping this section of Roswell Rd. would become more walkable and restaurant friendly based on the plans that the city of Sandy Springs has articulated publically over the past 7 years, however, this section of Roswell Rd continues to get neglected and we strongly oppose a tire shop or any other vehicle-centric new business in this location. We already have plenty of these. Thank you,

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Porter, Scott

From: Sandy Springs GIS
Sent: Friday, February 3, 2023 10:30 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008
Time Submitted: 20230203152435.670000
Citizen Name: Jeff Holman
Citizen Email: [REDACTED]m
Citizen Phone:
Citizen Address: 6565 WRIGHT CIRCLE NE

Comment: I was unable to join the community meeting via Zoom on 2/2 as there was a passcode required that had not been supplied. While I am happy that there is a potential use for these vacant lots, I do strongly agree with The Sandy Springs Council of Neighborhoods and my fellow homeowners that it's worth waiting for a better proposal—one that aligns with the City Springs Master Plan and our collective wishes for the community. I have two young kids, and I must say I'm far more excited about them (and all of us) walking to a potential amenity that builds culture and community rather than having a SLIGHTLY more convenient location to get tires for my car. Nothing against Discount Tire. They have a fine business model. However, the opportunity cost of rezoning and approving this bid seem too great for the long-term future of Sandy Springs. My hope is that we protect the integrity of the Master Plan and give ourselves the best chance at building a walkable city with amenities that enrich the daily lives of future residents.

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Porter, Scott

From: Sandy Springs GIS
Sent: Saturday, February 4, 2023 10:45 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008
Time Submitted: 20230204154202.606000
Citizen Name: Charlie Rousseau
Citizen Email: [REDACTED]m
Citizen Phone:
Citizen Address: 194 Cromwell rd

Comment: Please do not allow discount tire to rezone and move in to this location. There will be constant beeping, honking, and other auto related noises all day long. I live in the adjacent property. While the vacant lot is an eye sore, an auto-related use for the lot does nothing to improve the surrounding area and neighborhood..... the turn from Cromwell rd onto Roswell rd is already difficult, please address that traffic light by longhorn/ shell / Vernon woods drive prior to adding another business.

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Porter, Scott

From: Sandy Springs GIS
Sent: Saturday, February 4, 2023 10:30 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008

Time Submitted: 20230204152709.624000

Citizen Name: Chris Lowe

Citizen Email: [REDACTED]

Citizen Phone:

Citizen Address: 6480 Wright Circle Northeast

Comment: I attended the meeting on Feb. 2nd. A lot of good points were brought up as to why the current land application is not the right place for Discount Tire. Many spoke of a positive feedback about Discount Tire, but suggested other options for a Sandy Springs location. ~By Sandy Springs Marta Station ~Takeover one of the current dilapidated tire businesses on Roswell Road. Reduce, Reuse, Recycle. Reduce adding any more industrial businesses to Roswell Rd. Reuse a current building meant for a tire company. Recycle by remodeling current dilapidated tire business into a appealing tire business. By remodeling and bringing a current tire business up to Sandy Springs requirements, you will gain even more respect from the surrounding community. They will appreciate that Discount Tire thought outside the box, renovated an ugly building and listened to the community. Rezoning is not an option according to all the residents that attended meeting and the ones on zoom. Our group will continue to fight this rezoning. Please do the right thing. Thank you.

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Porter, Scott

From: Sandy Springs GIS
Sent: Monday, February 6, 2023 10:45 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008
Time Submitted: 20230206153340.123000
Citizen Name: Regina Fischel
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 6300 Blue Stone Rd

Comment: I believe this is not the appropriate use of this commercial parcel(s). The development plan created by the City and residences has been approved with a great amount of time and consideration as to how our city wants to grow. First, rezoning would just undermine that plan as well as make the residents involved feel like they have no voice in their environment in which they have lived and invested. Second, I feel like this type of business in this particular location would be a noise and likely traffic cut through nuisance to the neighborhood. Third, we have plenty of tire services in the immediate area.

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Porter, Scott

From: Sandy Springs GIS
Sent: Monday, February 6, 2023 1:45 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008

Time Submitted: 20230206184315

Citizen Name: Wendy Yaniv

Citizen Email: [REDACTED]

Citizen Phone:

Citizen Address: 6105 Blue Stone Road - moving to 125 Cromwell

Comment: Sandy Springs has been named the top housing market to watch in the country. City Springs has been the envy of Atlanta ...keep going! Please DON'T add a tire company for visual and community reasons Please DO add restaurants that offer a community feeling Please DO add green gathering spaces with cafes, restaurants and stores around Downtown Alpharetta has kept to their plan of creating a living, walking, vibrant, beautified space and Sandy Springs can too! Off to an amazing start, please don't stray from the vision with a tire company!

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Porter, Scott

From: Sandy Springs GIS
Sent: Tuesday, February 7, 2023 10:15 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008
Time Submitted: 20230207151431.211000
Citizen Name: Greg Hurme
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 122 Cromwell Road

Comment: I am a resident of Whispering Pines and do not want a zoning change to accommodate the applicant. I have 2 small children and do not think this will help enhance our neighborhood nor the city's master plan. I also don't think this is safe since I walk my kids to daycare at the Goddard School and do not want the additional traffic that this will bring.

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Porter, Scott

From: Sandy Springs GIS
Sent: Thursday, February 9, 2023 8:30 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Case ID: RZ22-0008

Time Submitted: 20230209131605.149000

Citizen Name: Kevin Lowe

Citizen Email: [REDACTED]

Citizen Phone:

Citizen Address: 6480 Wright Circle Whispering Pines neighborhood

Comment: I have lived in the Whispering Pines neighborhood for 29 years, and have watched our area become a wonderful City where I have enjoyed raising my children. The connectivity of sidewalks to many restaurants, local shopping, city events and our own farmers market are what make Sandy Springs a down to earth community. The removal/demo of the nude dancing bar at Chaseland/Roswell Rd took a very long time but did help to clean up the area. I have been waiting for that area to built up with more places my family and I could walk to; coffee shop, restaurant, etc.. Many businesses are moving into our walkable community, but another tire business is not needed. What we need from the City is to direct Discount Tire to takeover a closed/empty auto shop(such as next to Taco Bell), clean up that property, renovate that building and enjoy the praise from our community for adding to our city in a positive way. Plus, that would be less expensive than building a huge new facility. Why let that business sit empty, while a company wants to build an industrial business at the entrance to our neighborhood and a block away from the gateway to the city? We can't let Roswell turn into a Peachtree Industrial Blvd. City of Sandy Springs; look at your Master Plan, please don't rezone, please guide DT to a better property, show your community you care. Thank you.

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Porter, Scott

From: Sandy Springs GIS
Sent: Sunday, February 19, 2023 6:15 PM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Follow Up Flag: Follow up
Flag Status: Flagged

Case ID: RZ22-0008
Time Submitted: 20230219230344.812000
Citizen Name: Mara Shulman
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 164 Cromwell Rd, Sandy Springs

Comment: Whispering Pines, the neighborhood adjacent to this property, rejects the change in zoning request. If we wanted that type of business it would have been zoned that way in the master plan. At the community meeting it was VERY clear that the neighborhood is NOT in favor of allowing this zoning change request. As a neighbor who is within 500' of this proposed business, I am putting on record that I am NOT in favor of allowing this zoning change request. I would much rather see a restaurant or some other business that will make our neighborhood a nicer place. Even with the proposed modifications to the building that will supposedly restrict noise, my opinion is NO. No. No. No. No. and one more, for the record-NO. DO NOT ALLOW THIS BUSINESS HERE.

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Porter, Scott

From: Sandy Springs GIS
Sent: Thursday, February 23, 2023 11:00 AM
To: Planning and Zoning Public Comments
Subject: There Is A New Comment For Zoning Case RZ22-0008

Follow Up Flag: Follow up
Flag Status: Flagged

Case ID: RZ22-0008
Time Submitted: 20230223155559.825000
Citizen Name: K Deano
Citizen Email: [REDACTED]
Citizen Phone:
Citizen Address: 6505 Whispering Lane

Comment: I am a resident of Whispering Pines subdivision which is a protected neighborhood of Sandy Springs and we are greatly impacted by ANY rezoning to commercial corridor on Roswell Road properties that adjoin our neighborhood. This rezoning does not bring value to our neighborhood and will impact our property values, and day to day living as we strive to be part of the new Mixed Use community surrounding the SS Greenspace and Center. The traffic, noise, and negative ambiance that Discount Tire will bring in or ANY OTHER FUTURE OWNER after this rezoning is not what the neighborhood wants or needs. Also, when previous rezoning was done in past years (these properties were previously zoned residential) conditions were agreed to and have not been kept or supported and monitored by Sandy Springs. Thus, I want it known I am AGAINST this rezoning and do not agree to rezoning under agreed upon conditions.

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Matthew Anspach, Senior Planner

DATE: March 23, 2023 Submission for the April 18, 2023 City Council Meeting

ITEM: TA23-0001

Request for Mayor and City Council Consideration of an Amendment to Development Code Section 9.6.3. Standards, Section 9.3.8. Administration, and Division 12.2. Defined Terms.

Recommendation:

Staff recommends approval of TA23-0001. The Planning Commission unanimously recommended Approval of Text Amendment TA23-0001 at the March 22, 2023 Planning Commission meeting.

Background:

This text amendment proposal involves three (3) mostly distinct edits. One edit includes the timing of when a refund for payment into the Sandy Springs Tree Bank can begin to be processed. Another edit proposes a very limited allowance for exemption to installing increased water infiltration devices in the Nancy Creek DSA. The final proposed edit would expand the definition for “land disturbance (activity)” to allow for consideration of the many different contexts often presented when regulating disturbance to land for various levels of development.

Discussion:

Staff believes the edits provided in this proposal are appropriate in that they substantially conform with the Comprehensive Plan and stated purpose and intent of the Development Code. Each edit only reinforces these documents while also clarifying or improving the practicality of the Development Code for constituents and other stakeholders.

Financial Impact:

N/A

Alternatives:

Council may also vote to defer, vote to approve with modification(s), or to deny the proposed text amendment.

Review:

Matthew Anspach, Senior Planner
Ginger Sottile, Director of Community Development
Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney

Created/Initiated - 4/10/2023
Approved - 4/11/2023
Approved - 4/11/2023
Approved - 4/13/2023
Approved - 4/14/2023

Eden Freeman, City Manager

Final Approval - 4/14/2023

Attachments:

1. TA23-0001 Staff Report
2. TA23-0001 Presentation
3. TA23-0001 Ordinance



SANDY SPRINGS

GEORGIA

P&Z STAFF REPORT

Mayor & City Council Meeting, April 18, 2023

Case: **TA23-0001 – Updates to Div. 9.2. and Div. 12.2.**
Staff Contact: Matthew Anspach (manspach@sandyspringsga.gov)
Report Date: March 23, 2023

PURPOSE

An Ordinance to amend Development Code Section 9.3.8. Administration, Section 9.6.3. Standards, and Division 12.2. Defined Terms

RECOMMENDATION

Department of Community Development

Staff recommends **Approval** of **Text Amendment** TA23-0001.

Planning Commission

Planning Commission recommended **Approval** of **Text Amendment** TA23-0001 at their March 22, 2023 meeting.

PROCESS

Planning Commission Hearing: March 22, 2023	Mayor and City Council Hearing: April 18, 2023
--	---

Sec. 9.3.8.E.2. Administration

2. After 3 years from the date of ~~the payment of the escrow funds~~ receiving a certificate of occupancy or certificate of completion, the applicant has the right to petition the City Arborist for the return of all escrow funds held for the protection of the tree. Within 30 days of the petition, the City Arborist will make a determination as to whether the tree has failed to survive or is in a state of irreversible decline due to the permitted activity. Should the City Arborist determine that the tree has survived and is not in a state of irreversible decline, the funds must be paid to the applicant. Should the City Arborist determine that the tree has failed to survive or is in a state of irreversible decline, the escrow must be transferred into the Sandy Springs Tree Bank.

Sec. 9.6.3.A.c. Standards

- c. Any new development, redevelopment, addition or replacement that involves the creation of impervious cover, of any quantity, that is located within any Declared Sensitive Area (DSA).
 - i. NANCY CREEK BASIN SENSITIVE AREA
 - 1. Single-Family Residential:
 - a. Water quality in the form of runoff reduction is required on all projects of land disturbance, including additions to existing structures, according to the following:
 - b. Infiltrate on site the first 1.2 inches of rainfall within 24 hours falling within the Limit of Disturbance Area shown on the construction documents.
 - c. Infiltrate on site an additional 1.2 inches of rainfall within 24 hours falling on impervious areas contained within the Limit of Disturbance Area shown on the construction documents. No less than 90% of a site's impervious area must be directed to an infiltration area, unless otherwise approved by the Direction of Community Development.
 - 2. Exempt: The Maintenance, repair or replacement of any impervious surface footprint up to 500 square feet shall be exempt from this Division. Maintenance, repair or replacement activities shall be cumulative for a period of three (3) years.

Div. 12.2. Defined Terms

Div. 12.2. Defined Terms

~~Land disturbance. Land-disturbing activity, including, but not limited to, clearing and grubbing, dredging, grading, excavating, filling, tree removal, storage or transporting of materials on or off a site, and the construction of improvements such as streets, surface parking areas and drives, stormwater drainage facilities, sidewalks or other structures permanently placed on or in the property, except for buildings or other structures requiring the issuance of a building permit. Also includes any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not~~

~~limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices.~~

Land disturbing activity: Alteration of the land surface by:

- (1) Any grading, scraping, excavating, dredging, transporting or filling of land;
- (2) Any clearing of vegetation;
- (3) Any construction, rebuilding, or alteration of a building, road, driveway, parking area, or other structure, not including routine maintenance such as painting or repair of existing structures or surfaces;
- (4) Any substantial activity or use which may result in soil erosion from water or wind and the movement of sediments into waters or onto adjacent lands.
- (5) Land disturbing activity shall not include activities such as ordinary maintenance and landscaping operations, individual home gardens, repairs of an existing single-family dwelling.

BACKGROUND

This text amendment proposal involves three (3) mostly distinct edits. One edit includes the timing of when a refund for payment into the Sandy Springs Tree Bank can begin to be processed. Another edit proposes a very limited allowance for exemption to installing increased water infiltration devices in the Nancy Creek DSA. The final proposed edit would expand the definition for “land disturbance (activity)” to allow for consideration of the many different contexts often presented with when regulating disturbance to land for various levels of development.

In line with the vision of the Next Ten Comprehensive Plan, the City seeks to maintain and replenish to a certain percentage, the natural tree canopy existing pre-development. At times, the feasibility of keeping the minimum canopy, or meeting tree protection standards can be challenging for many developments/sites. When this is the case, developers or otherwise have the option of paying into the Tree Bank based on the amount of required canopy, or protected trees removed that cannot be recovered. This includes trees which may physically remain but where the Critical Root Zone (CRZ) is so impacted during development or land disturbance, that it may not survive, and a surety is required by the City in the case that the tree dies. The Tree Bank also serves as a fee in lieu of option when a post-development site does not have the available space remaining to meet re-planting standards.

As recently as August of 2022, the Stormwater Ordinance (Div. 9.6.) was amended after public hearings were held proposing to install regulations related to the Nancy Creek Declared Sensitive Area (DSA). While considerations for exemptions were had at that time, the consensus was to revisit possible exemptions to the newly presented stormwater regulations. This proposed amendment is the revisit alluded to in the fall of 2022.

Lastly, the existing definition for a very fundamental part of the development process has been deemed lacking by staff and others for some time. Because of this, staff was tasked with proposing a more comprehensive or detailed definition of land disturbance activity.

ANALYSIS

Staff believes the edits provided in this proposal are appropriate in that they substantially conform with the Comprehensive Plan and stated purpose and intent of the Development Code. Each edit only reinforces these documents while also clarifying or improving the practicality of the Development Code for constituents and other stakeholders.

For the edit to the administration of the Tree Bank, the proposal would make the regulation practical in that the date for the fee to be allowed for release would more accurately create a three-year “observation period” (from time of land disturbance activity completion) rather than simply when the fee was paid-in.

The proposed change to the Nancy Creek DSA requirements, an exemption clause, would allow for homeowners to do minor replacement of existing impervious surfaces, most often in the form of deck replacement, of to 500 square feet, every three (3) years. This would lift a burden on citizens simply trying to upkeep their existing footprint, enhancing value to their property, and thereby meeting the intent of the Development Code.

Lastly, the proposed definition to the term “land disturbance (activity)” would allow for more nuanced discussions on a naturally very broad ranging activity. Land disturbance can be planting a gardenia in a domestic, residential yard in the early spring, or it can be preparing a half-acre site for construction of a new 12-story tall high rise in the Perimeter Center. The two land disturbance projects should not be regulated the same.

The given example of land disturbance is extreme, but the point is made that depending on how something is defined, the spirit of the code can be lost quite easily. Providing a definition that is made of up of several very different situations takes a proactive approach to try capture the majority of various contexts often encountered when reviewing land disturbance activity.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Staff recommends **Approval** of **Text Amendment** TA23-0001, An Ordinance to amend Development Code Section 9.3.8. Administration, Section 9.6.3. Standards, and Division 12.2. Defined Terms.

Mayor & City Council

April 18, 2023



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TA23-0001

**Tree Bank Correction – Nancy Creek
Exemption – Land Disturbance Activity
Definition**

Purpose & Goal of Policies

Tree Bank Administration-

- Corrects an error
 - After 3 years from the date of occupancy or certificate of completion, the applicant has the right to petition the City Arborist for the return of all escrow funds held for the protection of the boundary trees. Delayed construction can result in an abbreviated survival period for the impacted trees, and this amendment serves to address this oversight.

Nancy Creek Exemption-

- Meets challenge of changing condition
 - As residences in Nancy Creek age, reinvestment in incremental ways is an increasingly necessary condition – small exemption (500 sf or less) will allow this without going against the stated purpose of the Development Code

Land Disturbance Activity Definition-

- Conforms with Comp Plan, planning practices, local, state, federal laws and stated purpose of Development Code
 - The wide spectrum of contexts derived when considering types of land disturbance activities requires a definition that takes into account multiple scenarios

Text Amendment

Sec. 9.3.8.E.2. – Administration

2. After 3 years from the date of ~~the payment of the escrow funds~~ **receiving a certificate of occupancy or certificate of completion**, the applicant has the right to petition the City Arborist for the return of all escrow funds held for the protection of the tree. Within 30 days of the petition, the City Arborist will make a determination as to whether the tree has failed to survive or is in a state of irreversible decline due to the permitted activity. Should the City Arborist determine that the tree has survived and is not in a state of irreversible decline, the funds must be paid to the applicant. Should the City Arborist determine that the tree has failed to survive or is in a state of irreversible decline, the escrow must be transferred into the Sandy Springs Tree Bank.

Text Amendment

Sec. 9.6.3.A.c. – Standards

- c. Any new development, redevelopment, addition or replacement that involves the creation of impervious cover, of any quantity, that is located within any Declared Sensitive Area (DSA).
 - i. NANCY CREEK BASIN SENSITIVE AREA
 - 1. Single-Family Residential:
 - a. Water quality in the form of runoff reduction is required on all projects of land disturbance, including additions to existing structures, according to the following:
 - b. Infiltrate on site the first 1.2 inches of rainfall within 24 hours falling within the Limit of Disturbance Area shown on the construction documents.
 - c. Infiltrate on site an additional 1.2 inches of rainfall within 24 hours falling on impervious areas contained within the Limit of Disturbance Area shown on the construction documents. No less than 90% of a site's impervious area must be directed to an infiltration area, unless otherwise approved by the Direction of Community Development.
 - 2. Exempt: The Maintenance, repair or replacement of any impervious surface footprint up to 500 square feet shall be exempt from this Division. Maintenance, repair or replacement activities shall be cumulative for a period of three (3) years.

Text Amendment

Div. 12.2. – Defined Terms

Div. 12.2. Defined Terms

~~Land disturbance. Land disturbing activity, including, but not limited to, clearing and grubbing, dredging, grading, excavating, filling, tree removal, storage or transporting of materials on or off a site, and the construction of improvements such as streets, surface parking areas and drives, stormwater drainage facilities, sidewalks or other structures permanently placed on or in the property, except for buildings or other structures requiring the issuance of a building permit. Also includes any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices.~~

Land disturbing activity: Alteration of the land surface by:

- (1) Any grading, scraping, excavating, dredging, transporting or filling of land;
- (2) Any clearing of vegetation;
- (3) Any construction, rebuilding, or alteration of a building, road, driveway, parking area, or other structure, not including routine maintenance such as painting or repair of existing structures or surfaces;
- (4) Any substantial activity or use which may result in soil erosion from water or wind and the movement of sediments into waters or onto adjacent lands.
- (5) Land disturbing activity shall not include activities such as ordinary maintenance and landscaping operations, individual home gardens, repairs of an existing single-family dwelling.

Recommendation

- Staff recommends **approval** of **TA23-0001**.
- Planning Commission unanimously recommended approval at their March 22, 2023 meeting.



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GEORGIA

STATE OF GEORGIA
CITY OF SANDY SPRINGS

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA TO AMEND DEVELOPMENT CODE SECTION 9.6.3. STANDARDS, SECTION 9.3.8. ADMINISTRATION, AND DIVISION 12.2. DEFINED TERMS OF THE SANDY SPRINGS DEVELOPMENT CODE AS FURTHER DESCRIBED BELOW; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

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

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

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

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

Section	Text to be Adopted
SEC. 9.6.3.A.c. STANDARDS	c. Any new development, redevelopment, addition or replacement that involves the creation of impervious cover, of any quantity, that is located within any Declared Sensitive Area (DSA). i. NANCY CREEK BASIN SENSITIVE AREA 1. Single-Family Residential: a. Water quality in the form of runoff reduction is required on all projects of land disturbance, including additions to existing structures, according to the following: b. Infiltrate on site the first 1.2 inches of rainfall within 24 hours falling within the Limit of Disturbance Area shown on the construction documents. c. Infiltrate on site an additional 1.2 inches of rainfall within 24 hours falling on impervious areas contained within the Limit of Disturbance Area shown on the construction documents. No less than 90% of a site's impervious area must be directed to an infiltration area, unless otherwise approved by the Direction of Community Development. 2. Exempt: The Maintenance, repair or replacement of any impervious surface footprint up to 500 square feet shall be exempt from this Division. Maintenance, repair or replacement activities shall be cumulative for a period of three (3) years.
Sec. 9.3.8.E.2. Administration	2. After 3 years from the date of the payment of the escrow funds receiving a certificate of occupancy or certificate of completion, the applicant has the right to petition the City

	Arborist for the return of all escrow funds held for the protection of the tree. Within 30 days of the petition, the City Arborist will make a determination as to whether the tree has failed to survive or is in a state of irreversible decline due to the permitted activity. Should the City Arborist determine that the tree has survived and is not in a state of irreversible decline, the funds must be paid to the applicant. Should the City Arborist determine that the tree has failed to survive or is in a state of irreversible decline, the escrow must be transferred into the Sandy Springs Tree Bank.
Div. 12.2. Defined Terms	Div. 12.2. Defined Terms Land disturbance. Land disturbing activity, including, but not limited to, clearing and grubbing, dredging, grading, excavating, filling, tree removal, storage or transporting of materials on or off a site, and the construction of improvements such as streets, surface parking areas and drives, stormwater drainage facilities, sidewalks or other structures permanently placed on or in the property, except for buildings or other structures requiring the issuance of a building permit. Also includes any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices. Land disturbing activity: Alteration of the land surface by: (1) Any grading, scraping, excavating, dredging, transporting or filling of land; (2) Any clearing of vegetation; (3) Any construction, rebuilding, or alteration of a building, road, driveway, parking area, or other structure, not including routine maintenance such as painting or repair of existing structures or surfaces; (4) Any substantial activity or use which may result in soil erosion from water or wind and the movement of sediments into waters or onto adjacent lands. (5) Land disturbing activity shall not include activities such as ordinary maintenance and landscaping operations, individual home gardens, repairs of an existing single-family dwelling.

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

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

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

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

APPROVED AND ADOPTED this the 18th day of April, 2023.

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: March 23, 2023 Submission for the April 18, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Submit an Application for a 319(h) Nonpoint Source Implementation Grant for Site Improvements at the Abernathy South Greenway

Recommendation:

Staff recommends approval of the Resolution to file a 319(h) grant application.

Background:

The Abernathy Greenway South is a 14-acre park that spans across three blocks. The widening of Abernathy Road incurred dramatic changes to the drainage patterns that now exerts additional pressure on the tributary to Marsh Creek that runs along the southern property edge. The existing drainage structures are overwhelmed with sedimentation and erosion. While there is little vegetation in the stream buffer, it is mostly composed of invasive plant species. The stream itself is impacted by high peak flows and siltation.

The City retained the services of Atkins Global to develop a new master plan that was presented to Mayor and City Council at the end of last year. It includes several strategies to improve the stream corridor health through bioretention (rain gardens), streambank stabilization and in-stream structures. These improvements are a priority as they are necessary for the proper functioning of the space as a public park. With a focus on the middle and eastern sections (Long Acres Dr to Wright Rd and Wright Rd to Sandy Springs Village shopping strip, respectively), the project is estimated at \$2,050,000. This includes only work associated with water quality improvements. Elements such as the trail, bridges and site amenities are not part of this scope.

Discussion:

The Section 319(h) Georgia's Nonpoint Source Implementation Grant is federally funded and disbursed by the Georgia Environmental Protection Division (GAEPD) of the Department of Natural Resources. The grants are intended to implement the state's Nonpoint Source Management Plan by financially aiding municipalities to design and/or implement specific projects. Eligible projects include green infrastructure, watershed hydrology restoration and water quality monitoring. The Marsh Creek regional bioretention park and the Nancy Creek restoration at Windsor Meadows Park are recipients of a 319(h) Grant.

Applicants are required to provide a 40% non-federal match, with greater chances of getting selected with a match of at least 50%. In-kind services can be included in the match. The maximum amount granted is \$400,000.

Mayor and City Council already allocated \$2,000,000 to the Abernathy Greenway South for the implementation of the master plan. Should the City receive the 319(h) Grant, no additional funds dedication would be necessary on the City's part. The Sandy Springs Conservancy pledged a generous contribution of \$10,000 towards the grant match. Considering a total \$2,050,000 and \$400,000 in grant, the match would be \$1,650,000, equivalent to 80% of the project.

Financial Impact:

No additional funds are necessary to complete the project.

Alternatives:

Mayor and City Council may elect to forego the grant, in which case the funds already allocated could be used to complete the project.

Review:

Catherine Mercier-Baggett, Sustainability Manager
Michael Perry, Director of Recreation and Parks
Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 4/6/2023
Approved - 4/10/2023
Approved - 4/10/2023
Approved - 4/10/2023
Approved - 4/14/2023
Final Approval - 4/14/2023

Attachments:

1. 319 Grant Presentation
2. 319 Grant Resolution

319(h) Grant Abernathy Greenway South

April 18, 2023



SANDY SPRINGS™
GEORGIA

Project

2022 Plan

Abernathy Greenway Southside Project Area

(From Johnson Ferry Road. to Eastside of Wright Road)

Total Acres = +/- 14.18 Acres

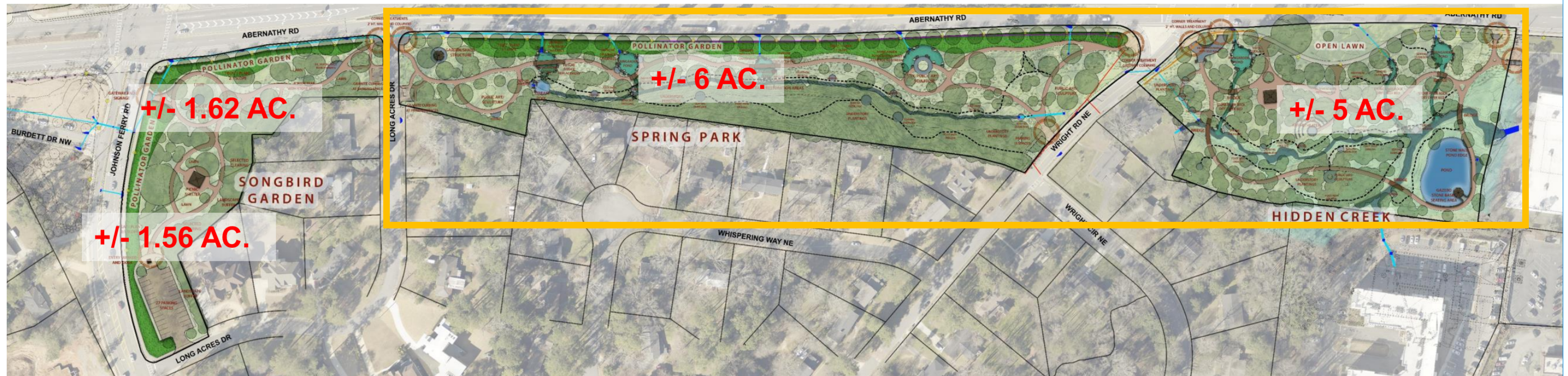
Hidden Creek Area = +/- 5 Acres

Spring Park Area = +/- 6 Acres

Songbird Garden = +/- 1.62 Acres

(COSS and GDOT remnant parcels along Johnson Ferry = +/- 1.56 Acres)

ATKINS



Existing Conditions



Existing Conditions



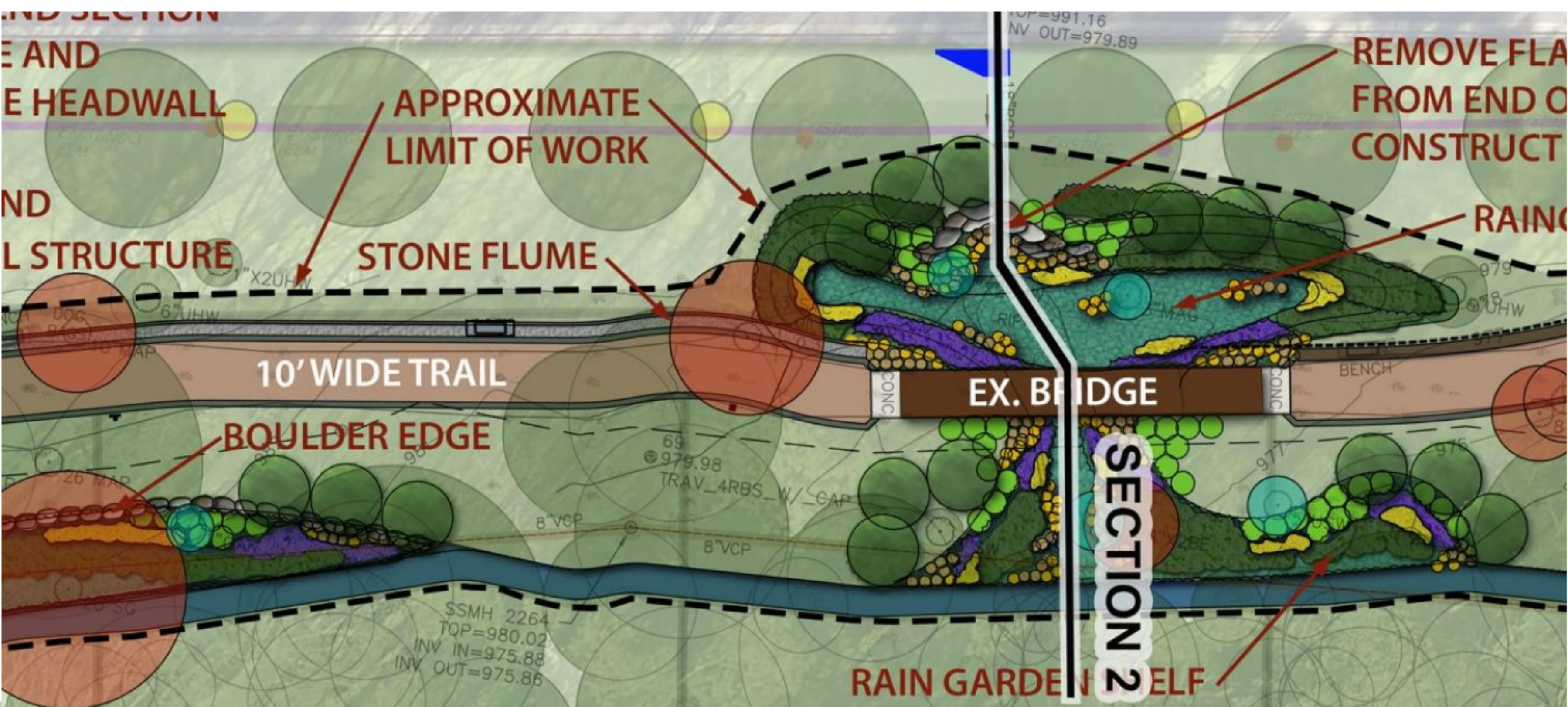
Proposed Improvements

- Scope: +/- 11 acres; +/- 2,000 lin. ft. stream
- Streambank restoration
- In-stream repairs
- Bioretention cells

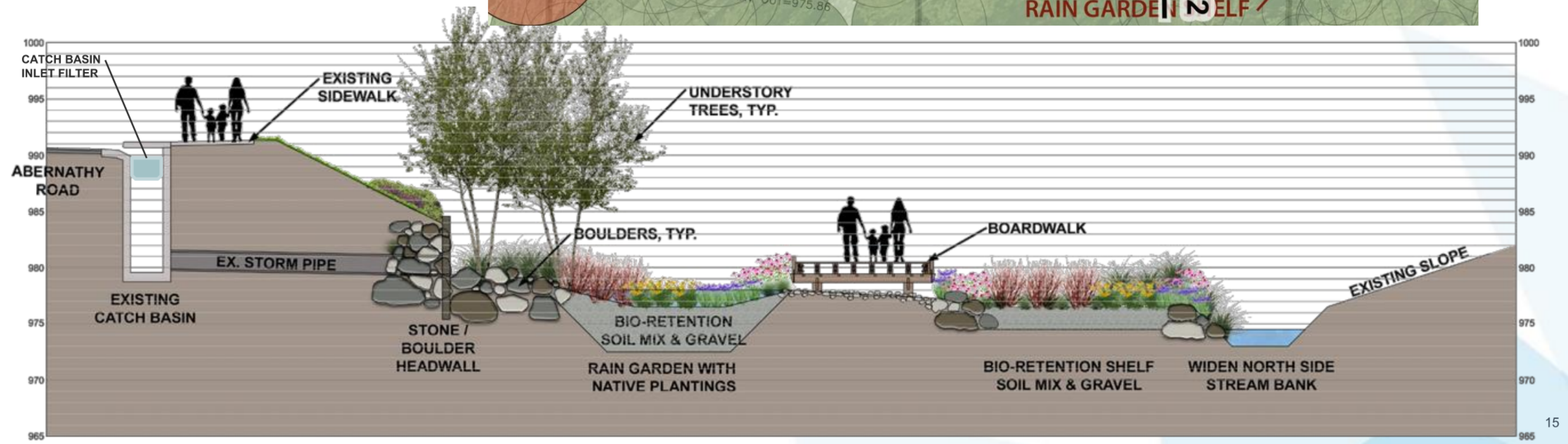
Proposed Improvements

Section Cut - 2

CATCH BASIN INLET FILTER



ATKINS



Section 319(h) Grant

Eligibility

- Implement a watershed-based plan
 - Fecal Coliform Watershed Improvement Plan, 2010
- Maximum award: \$400,000
- Minimum local match: 40%
- Only elements contributing to water quality can be included

Selection Criteria

- Improves water quality
- Addresses impacts of impervious surfaces
- Local match 50%+
 - Sandy Springs Conservancy: \$10,000
- Community partners

Proposed Budget

Task	Amount
Design, permitting	\$ 400,000
Site preparation	\$ 150,000
Stream restoration, water quality	\$ 1,100,000
Landscaping and planting	\$ 400,000
Total Cost	\$ 2,050,000

Funding	Amount
Grant request	\$ 400,000
Match: 80%	\$ 1,650,000

STATE OF GEORGIA

FULTON COUNTY

**A RESOLUTION TO FILE AN APPLICATION FOR FUNDING FROM THE SECTION 319(h)
NONPOINT SOURCE IMPLEMENTATION GRANT; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Sandy Springs is a good steward of its natural resources and recognizes that Abernathy Greenway South needs physical improvements related to stormwater management; and

WHEREAS, the City of Sandy Springs dedicates a portion of its annual budget for the construction, maintenance and operation of its park system and stormwater system; and

WHEREAS, the City of Sandy Springs has received support for the project from various organizations in the community.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council that in the event the application is selected for funding by the Georgia Environmental Protection Division of the Department of Natural Resources, the City and its partners will match 80% of the total cost of the project.

BE IT FURTHER RESOLVED that the City will submit an application for a Section 319(h) Grant in the amount of \$400,000

BE IT FURTHER RESOLVED that the City will dedicate adequate, ongoing funding for the monitoring and maintenance of the improvements.

RESOLVED this 18th day of April, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzales, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: March 27, 2023 Submission for the April 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Authorize a Contract Award to Vertical Earth, Inc. to Construct 5375 Long Island Drive Streambank Stabilization Project

Recommendation:

City Staff recommends contract award to Vertical Earth, Inc. for construction of a stormwater drainage improvement project as it relates to the at 5375 Long Island Drive Streambank Stabilization Project, (the "Project").

Background:

In 2022, the City engaged an engineering firm to develop plans for stabilization and restoration of approximately 145 linear feet of eroded streambank along 5375 Long Island Drive. The Project corrects deficiencies in a section of the Long Island Drive roadway embankment and infrastructure found during a 2022 study and brings the drainage system up to City standards. The Project scope consists of:

- Regrade and stabilize 145 linear feet of eroded streambank
- Install erosion control matting
- Install 360 linear feet of 24" curb and gutter
- Install 338 linear feet of guardrail
- Install rip rap at toe of slope

Discussion:

To advance the Project, the City issued an Invitation to Bid ("ITB") on February 15, 2023 seeking bids from qualified contractors to construct the Project. Bids from two (2) contractors were received on March 21, 2023. Bid results were as follows:

Bidder	Bid
Vertical Earth, Inc.	\$242,459.70
Blount Construction Company, Inc.	\$327,469.16

Upon review of the bids, staff recommends that award be made to the lowest most responsible and responsive bidder, Vertical Earth, Inc. in the amount of \$242,459.70.

Financial Impact:

The engineer's construction cost estimate for the Project is \$315,006.00. There are adequate funds available in the Stormwater Capital Maintenance and Improvements Account budget to award this contract.

Alternatives:

To not implement the required repairs, at this time.

Review:

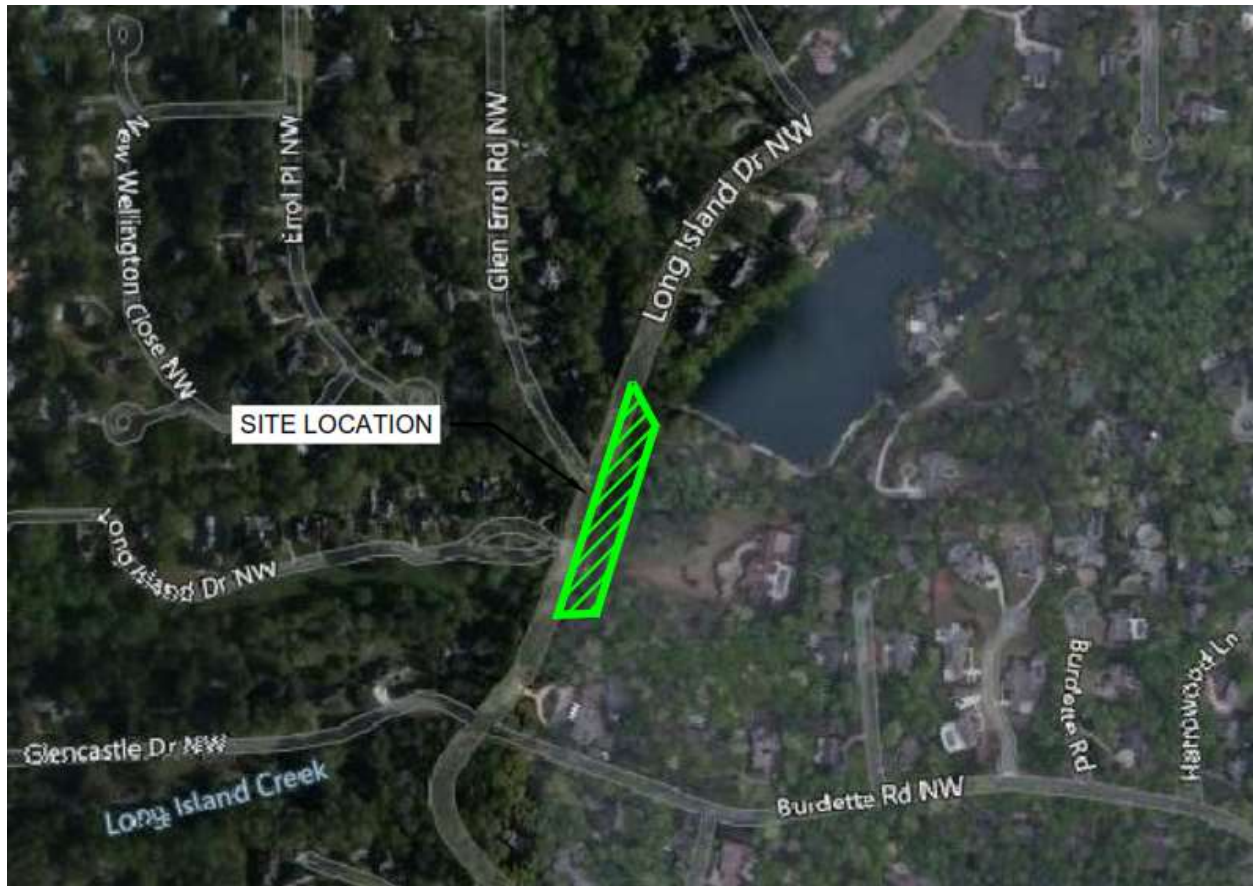
Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 4/6/2023
Approved - 4/6/2023
Approved - 4/6/2023
Approved - 4/8/2023
Final Approval - 4/14/2023

Attachments:

1. Vicinity Map
2. Resolution

5375 LONG ISLAND DRIVE



LOCATION MAP

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION AUTHORIZING CONTRACT AWARD TO VERTICAL EARTH, INC. TO
CONSTRUCT 5375 LONG ISLAND DRIVE STREAMBANK STABILIZATION PROJECT**

WHEREAS, the City of Sandy Springs (“City”) has determined the necessity for construction of a drainage improvement project at 5375 Long Island Drive (the “Project”); and

WHEREAS, the Project will correct certain deficiencies in the infrastructure found during a 2022 study and will bring the drainage system up to City standards; and

WHEREAS, to advance the Project, the City issued an Invitation to Bid (“ITB”) on February 15, 2023, soliciting bids from qualified firms to construct the Project; and

WHEREAS, On March 21st, 2023 the City received a bid from Vertical Earth, Inc., in the amount of \$242,459.70 and the City determined it to be the most responsive and responsible bid; and

WHEREAS, the City desires to make contract award to Vertical Earth, Inc. in the amount of \$242,459.70;

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

1. That contract award for the Project shall be made to Vertical Earth, Inc. in the amount of \$242,459.70.
2. That the City Manager is authorized to execute a contract in the amount of \$242,459.70 with Vertical Earth, Inc. to perform the Project, subject to approval of the City Attorney and the City Finance Director.

RESOLVED this the 18th day of April, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: March 20, 2023 Submission for the April 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve a Lighting Services Agreement with Georgia Power Company to Install Street Lighting for the Community Development Block Grant (CDBG) as it relates to Project No. T-0033-7, Roswell Road Sidewalk Project (Phase 2)

Recommendation:

Staff recommends entering into a Lighting Services Agreement (“Agreement”) with Georgia Power Company (“GPC”) for street lighting for the Community Development Block Grant (CDBG) Sidewalk Project, Phase 2 (Project No. T-0033-7)(the “Project”).

Background:

As part of the design of the Project, it is necessary to install street lighting on the west side of Roswell Road from Lake Placid Drive to Northwood Drive in conjunction with the Project. The scope of work includes:

- Install 3 – 170-Watt LED Green Commercial Roadway Fixtures.
- Install 3 – 28’ Fixture Mounting Height Green Anchor Based Poles mounted on 24” round concrete bases.
- Install all underground feeds to lights.
- Install all photocells for dusk to dawn operation.

Discussion:

The City has previously entered into agreements with GPC to obtain lighting on sidewalks and side paths. Street lighting is an important element in providing for a complete streetscape, as envisioned for this Project.

Financial Impact:

The agreement will provide for the City to pay an initial installation cost of \$28,565.00, and a monthly lease cost of \$290.00, which will cover maintenance and energy costs, and will be paid through the City’s Street Lighting Account. There are sufficient funds within the CDBG account to fund the initial installation cost.

Alternatives:

Should the City choose not to approve entering into the Agreement, street lighting could alternatively be incorporated into the construction documents for the Project to be bid and installed by the successful bidder. Historically, GPC installation of street lighting for smaller installations like this one have been more economically advantageous to the City when compared to construction contractor installed lighting.

Review:

Cheryl Oslund, Administrative Coordinator
Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 4/6/2023
Approved - 4/6/2023
Approved - 4/6/2023
Approved - 4/8/2023
Final Approval - 4/14/2023

Attachments:

1. Vicinity Map
2. GPC Street Lighting Proposal
3. Resolution

T0033-7 CDBG PH 2 Roswell Road Sidewalk Project Vicinity Map



● Proposed 3 Street Lights
(Green Anchor Based Poles on Round Concrete Bases)

March 6, 2023

Wesley Waters
Public Works
City of Sandy Springs
1 Galambos Way / Sandy Springs, GA 30328

Re: CDBG Proj.# T-0033-7 / 5670-5700 Roswell Road - Street Lighting Proposal

Dear Wesley,

Thank you for the opportunity for Georgia Power Company to provide you a street lighting proposal for your new **CDBG Proj.# T-0033-7** project located at 5670-5700 Roswell Road in Sandy Springs.

It is our commitment at Georgia Power to provide a lighting system that is top quality and aesthetically pleasing. The system that we provide you will be backed by a proven leader in the lighting business.

This proposal is based on:

- **Installation of 3 – 170 Watt LED Green Commercial Roadway Fixtures**
- **Installation of 3 – 28' Fixture Mounting Height Green Anchor Based Poles mounted on 24" round concrete bases**
- **Electrical service will be underground to all locations.**
- **The poles will be located as shown on the attached layout.**
- **GDOT will have to approve a work permit before the installation can proceed.**

The payment schedule is listed below:

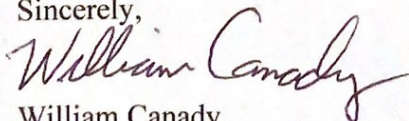
<u>Up Front payment</u>	<u>Monthly payment</u>
28,565.00	290.61

Pricing is good for 30 days beginning 3-13-23.

***All** installation, pole, fixture, energy, and maintenance charges are included in the payments above. Installation scope does not include removal of rock or unforeseen obstacles. It is the customer's responsibility to locate any private underground utilities.

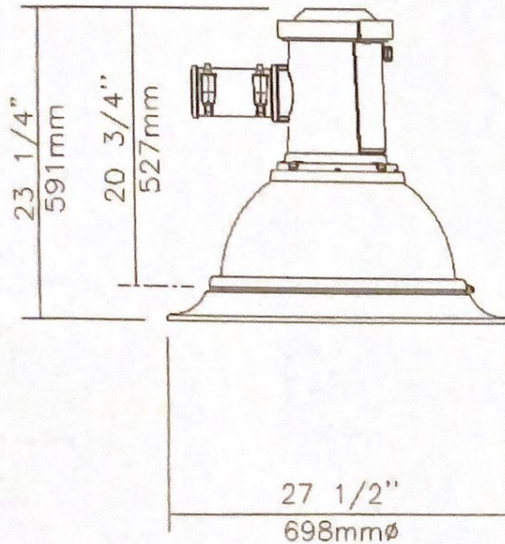
I will give you a call to discuss. Thanks!

Sincerely,



William Canady
Lighting Services

GPC_Sandy SPings-Intersection RDWY (Reference=L79815-1)



EPA: 2.24 sq ft / weight: 55 lb (25 kg)

Note: 3D image may not represent color or option selected.
Logos above include link, click to access.

Qty	1	Luminaire	DMS55-180W80LED4K-G3-LE4F-VOLT-DMG-SMD-RCD7-GN8TX
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Description of Components:

Hood: A die cast A360.1 aluminum dome complete with a cast-in technical ring with latch and hinge. The mechanism shall offer tool-free access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Housing: In a round shape, this housing is made of injection die cast A360.1 aluminium, complete with a weatherproof door giving a tool-free access to the ballast, without disconnection of wiring, mechanically assembled. This suspension system permits a full rotation of the luminaire in 90 degree increments.

Light Engine: LEDgine composed of 5 main components: **Heat Sink / Lens / LED Module / Optical System / Driver**
Electrical components are RoHS compliant.

Heat Sink: Heat Sink: Made of die cast A360 aluminum optimising the LEDs efficiency and life, complete with a cast in skirt and technical ring. Product does not use any cooling device with moving parts (only passive cooling device)

Lens: Made of soda-lime clear tempered flat glass lens, mechanically assembled and sealed onto the lower part of the heat sink.

LED Module: Composed of 64 high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K), CRI 70 Min. 75 Typical.

Optical System: (LE4F), IES type IV (asymmetrical). Composed of high-performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. Street side indicated.0% uplight and U0 per IESNA TM-15.

SPEC_INTER-RDWY
02-15-2022 Page 1 / 6

LUMEC

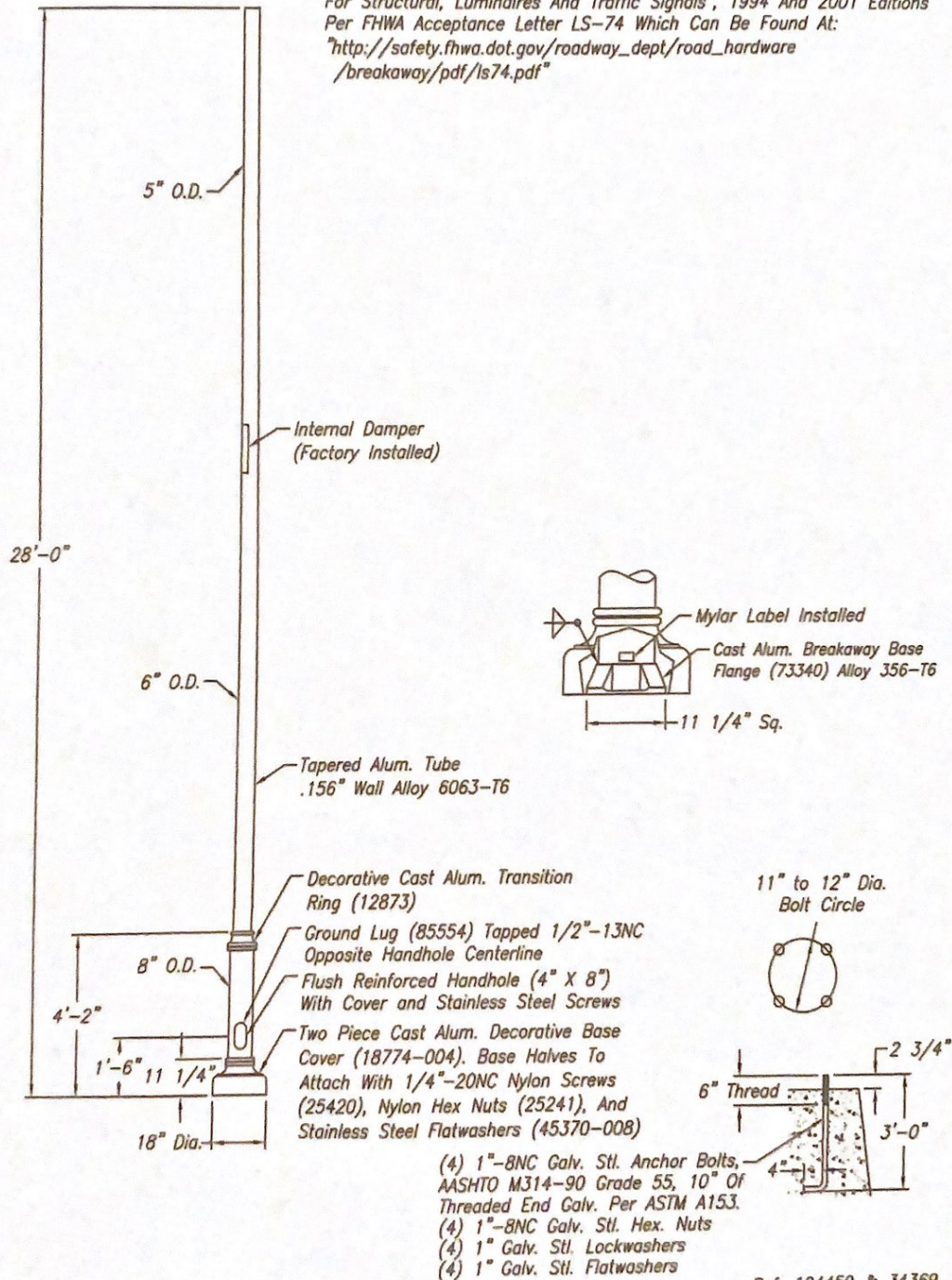
Notes:

1) Pole Designed To Meet AASHTO 2013 Edition (Except Breakaway)
For A 90 mph Wind Velocity For The Following Design Conditions:

- Maximum Luminaire Size: 1.0 ft² EPA & 45 lbs.
- Maximum Arm Size: 2.88 ft² EPA & 25 lbs.

2) This Pole Meets The Requirements Of AASHTO "Standard Specifications
For Structural, Luminaires And Traffic Signals", 1994 And 2001 Editions
Per FHWA Acceptance Letter LS-74 Which Can Be Found At:

"http://safety.fhwa.dot.gov/roadway_dept/road_hardware/breakaway/pdf/ls74.pdf"



NO.	REVISIONS	DATE
1	Was 30' MH & Not Breakaway (tnb)	2/22

WARNING: DO NOT INSTALL LIGHTING POLES WITHOUT LUMINAIRES	
TITLE STAFFORD SERIES LIGHT POLE	
CUSTOMER Sandy Springs, GA	
SCALE 3/2	DATE 01/28/2022
BY TNB	DWG. NO.
CHK'D	

hapco
Arlington, Va.

Lighting Services Agreement



Customer Legal Name City of Sandy Springs DBA _____
 Service Address 5670 Roswell Road Sandy Springs GA 30328 County Fulton County
 Mailing Address 1 Galambos Way Sandy Springs GA 30328
 Email gpayne@sandyspringsga.gov Tel # 770-206-1546 Alt Tel # _____
 Tax ID# 7748 Business Description Commercial

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	3	170	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$273.51	\$17.10	\$290.61		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☒ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)

\$28,565.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature: ☒	Signature:
Print Name: ☒	Print Name: William Canady
Print Title: ☒	Print Title: Account Exec
Date: ☒	Date:

TERMS and CONDITIONS (Lighting – Governmental Service)

1. **Agreement Scope.** This Lighting Services Agreement (“Agreement”) establishes the terms and conditions under which Georgia Power Company (“GPC”) will provide lighting and related service (collectively, the “Service”) to the customer identified on Page 1 (“Customer”) at the Service Address shown on Page 1 (the “Premises”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “GPC Assets”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “Term.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “GPC Activity”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“Dig Law”), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“Unforeseen Condition”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“UPC”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “include(ing)” means “include, but are not limited to” or “including, without limitation”; (ii) “or” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “e.g.” means “for example, including, without limitation”; and (iv) “written” or “in writing” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A LIGHTING SERVICES AGREEMENT WITH GEORGIA
POWER COMPANY TO INSTALL STREET LIGHTING FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) AS IT RELATES TO PROJECT T-0033-7,
ROSWELL ROAD SIDEWALK PROJECT (PHASE 2)**

WHEREAS, the City of Sandy Springs (“City”) is currently designing and constructing the Community Development Block Grant (CDBG) Sidewalk Project (Project No. T-0033-7), Phase 2 (“Project”); and

WHEREAS, as part of the Project, the City desires to install decorative street lighting on the west side of Roswell Road from Lake Placid Drive to Northwood Drive which will provide an important element for a complete street scape, as envisioned for the project; and

WHEREAS, Georgia Power Company (“GPC”) has submitted a proposal to the City, dated March 6, 2023, containing the basic terms and conditions and scope of work for installation of the desired street lighting (“Proposal”); and

WHEREAS, the Agreement shall provide for terms and conditions and a scope of work consistent with the Proposal including, among other things, that GPC shall install the necessary components of the street lighting for the Project, and that the City will pay an initial installation cost of \$28,565.00 and a monthly lease cost of \$290.61 per month for maintenance and energy costs; and

WHEREAS, the City desires to enter into the Agreement with respect to the Project;

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

1. That the City Manager is hereby authorized to execute the negotiated Agreement on behalf of the City, pending approval from Finance and Legal.
2. That the City Manager and the City Attorney are hereby authorized to take such other actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the 18th day of April, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr., AIA, Public Works Director
DATE: March 23, 2023 Submission for the April 18, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve Contract Award to Kimley-Horn and Associates, Inc. for Fiber Design and Construction Management Services as it Pertains to the I.T.S. Loop A Project (Project No. S2101)

Recommendation:

City Staff recommends contract award to Kimley-Horn and Associates, Inc. for the fiber design and construction management of the I.T.S. Loop A Project (Project No. S2101)(the “Project”).

Background:

The purpose of the Project is to complete design and provide construction project engineering and inspection support for a new fiber connection to the Intelligent Transportation System (I.T.S.) Loop A. The Project will include either removing and upgrading, or installing new fiber, in eleven (11) loops identified in the COSS I.T.S. Master Plan.

The City issued a Request for Proposals (RFP) 23-053, “I.T.S. Loop A Design Project,” on January 18, 2023. Purchasing conducted a non-mandatory pre-proposal meeting online on January 31, 2023. The proposal deadline was February 22, 2023. The City received two (2) proposals from the following firms (“Offeror”): Kimley-Horn and Associates, Inc. and Atlas Technical Consultants, LLC.

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”):

- Jim Bunting, TMC Operations Manager
- Katelyn Stallings, TSPLOST Project Manager
- Allen Johnson, TSPLOST Program Manager

The following Technical and Fee Proposal criteria were used in the evaluation, as set forth in the RFP:

TECHNICAL PROPOSAL CRITERIA	DESCRIPTION	POINTS
Project Understanding	Describe the Offeror's understanding of the proposed Project as outlined in the RFP and the Offeror's understanding of the magnitude of the scope of services and the desired outcomes for the Project.	10
Schedule and 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 (i) how the Offeror proposes to complete the Project, (ii) shall be sufficiently detailed to highlight the effectiveness of the Proposal and (iii) should spell out how this work can be performed in a cost-effective manner. A schedule for timely completion of the scope of services shall be included. All design work must be completed on or before January 30, 2024 . Information should be provided on the amount of time for each task.	20
Project Personnel	Provide information on the Project Manager and personnel to be assigned to this Project for the Offeror as well as any subcontractors. Personnel should have experience in a variety of fields necessary to complete the requirements of the Project.	30
Similar Experience	Demonstrate that the Offeror 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 Project. The Offeror shall submit a minimum of three (3) projects of similar scope completed in the last five (5) years. Include project description, location, cost, status, and client contact information. The projects should reflect Offeror's experience with traffic signal and fiber design.	30
Fee Proposal	A Cost Proposal shall demonstrate competitive and innovative pricing sheet that incorporates all direct and indirect costs associated with the Project. The Cost Proposal shall be provided in Bonfire.	10
Total Points		100

Following individual Proposal review and scoring, the Evaluation Committee members met to discuss the Proposals. Below is the final scoring that includes Total Scores:

	Project Understanding	Schedule and Statement of Work	Project Personnel	Similar Experience	Cost Proposal	Total
Firm	/ 10 pts	/ 20 pts	/30 pts	/30 pts	/ 10 pts	/ 100 pts
Atlas	8.00	14.67	22.00	22.00	7.54	74.21
Kimley-Horn	10.00	18.67	27.67	29.33	10.00	95.67

Based on the criteria stated in the RFP and results of evaluation by the Evaluation Committee, the Evaluation Committee recommends that the City award the contract for the Project to Kimley-Horn and Associates, Inc. The evaluation committee declined to have interview with the awarded vendor due to familiarity and past performance.

Financial Impact:

The proposed contract amount is \$688,795.00. The FY23 budgeted adequate funds under S2101 to fund this design and project construction management support.

Alternatives:

The City may choose not to award the contract to Kimley-Horn and Associates, Inc. The City may choose to release the RFP again to solicit additional proposals.

Review:

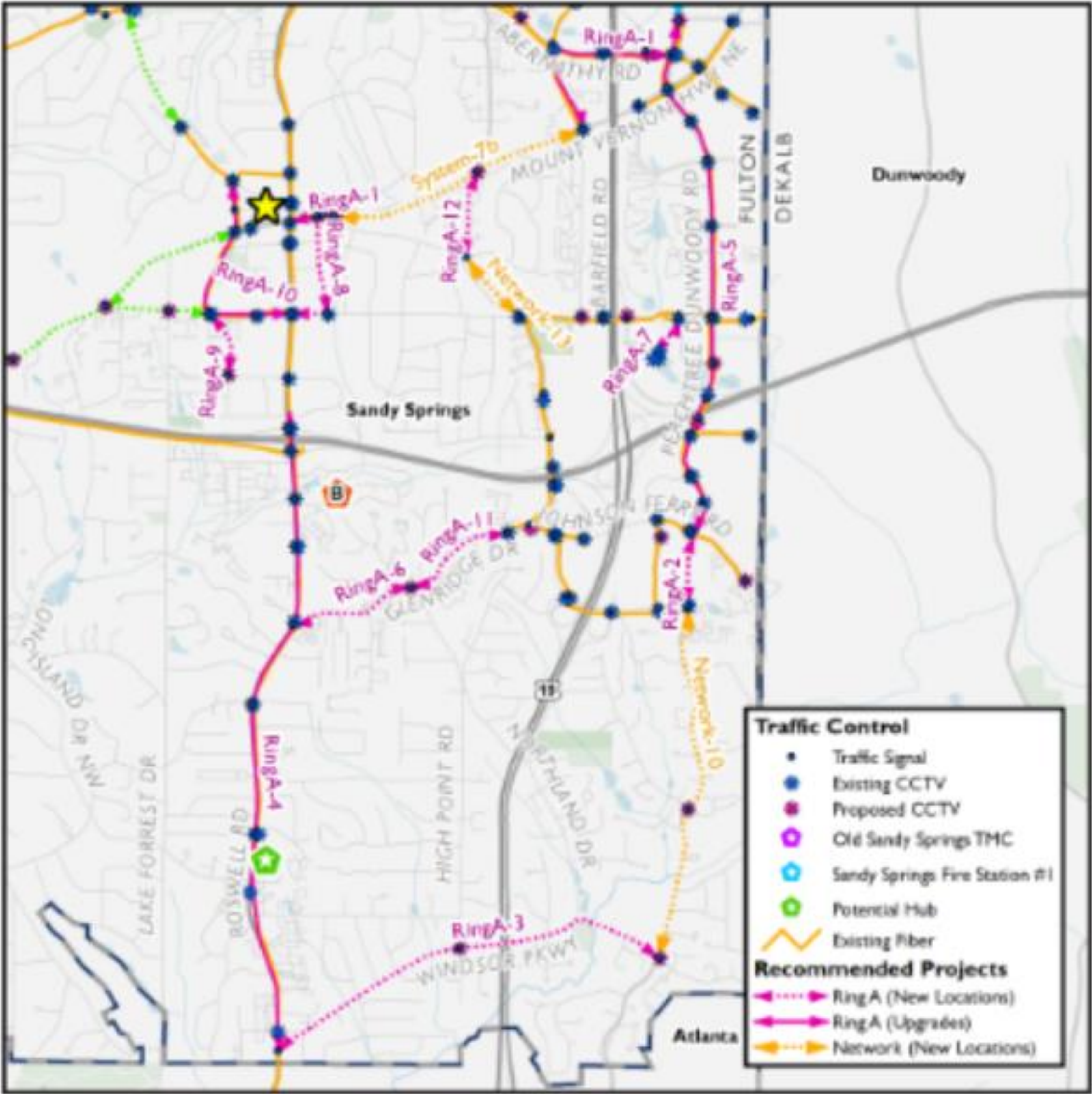
Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 4/6/2023
Approved - 4/6/2023
Approved - 4/6/2023
Approved - 4/8/2023
Final Approval - 4/14/2023

Attachments:

1. Vicinity Map
2. Resolution

S2101 – ITS Loop A Vicinity Map



STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE CONTRACT AWARD TO KIMLEY-HORN AND ASSOCIATES, INC. FOR FIBER DESIGN AND CONSTRUCTION MANAGEMENT SERVICES AS IT PERTAINS TO THE I.T.S. LOOP A PROJECT (PROJECT NO. S2101)

WHEREAS, the City of Sandy Springs (“City”) determined the need to upgrade the fiber network of Loop A of its Intelligent Transportation System (I.T.S.), as it relates to the I.T.S. Loop A Project (Project No.: S2101)(the “Project”) ; and

WHEREAS, to that end, the City desires to engage a consultant to perform design and construction management services for the Project; and

WHEREAS, on January 18, 2023, the City of Sandy Springs (“City”) issued a Request for Proposals (“RFP”) for design and inspection support services for the Project; and

WHEREAS, the City received two (2) Proposals on February 22, 2023, including a Proposal from Kimley-Horn and Associates, Inc. in the amount of \$688,795.00; and

WHEREAS, Proposals were evaluated by an evaluation committee composed of individuals selected by the City (“Evaluation Committee”) utilizing criteria described in the RFP and the Evaluation Committee determined Kimley-Horn and Associates, Inc. submitted the Proposal that is in the best interest of the City; and

WHEREAS, City staff recommends contract award to Kimley-Horn and Associates, Inc. in the amount of \$688,795.00;

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

1. Kimley-Horn and Associates, Inc. is hereby awarded a contract in the amount of \$688,795.00 to perform the Project, for the reasons stated in the memorandum attached to this resolution; and
2. the City Manager is hereby authorized take such actions deemed necessary to to execute a contract with Kimley-Horn and Associates, Inc. subject to approval of the City Attorney and the City Finance Director.

RESOLVED this 18th day of April, 2023.

APPROVED:

Attest:

Russell K. Paul, Mayor

Raquel D. Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr., AIA, Public Works Director
DATE: March 23, 2023 Submission for the April 18, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve a Contract Amendment to AECOM's Existing Contract for Maintenance and Repair Support Services to allow for Scoping Study of the Riverside Bridge over Chattahoochee River Tributary (Project No. S2132)

Recommendation:

City Staff recommends amending AECOM's existing bridge maintenance and repair services contract to develop a scoping study for the Riverside Bridge over Chattahoochee River Tributary Replacement (Project No. S2132) (the "Project").

Background:

This TSPLOST funded project includes a scoping study for the Riverside Drive Bridge Replacement (Bridge ID 121-0453-0) at Chattahoochee River Tributary, which is approximately one (1) mile north of JCT I-285. The existing bridge is 30 ft in length, 32 ft in width with two 11 ft wide travel lanes, a 5 ft buffer on either side, and is posted for the following load limits:

- H-Modified: 17 Tons
- Tandem Axle: 18 Tons
- Timber: 26 Tons

AECOM will (i) finalize the project description and limits; (ii) conduct a desktop-level assessment of existing conditions; (iii) collect traffic volumes; and (iv) develop initial recommendations.

Discussion:

- The original contract value for AECOM was \$132,000.00, which was awarded in 2020. The City approved a change order in the amount of \$31,544.00 in 2022.
- On March 31, 2023, the City received cost proposal with the scope of work defined for this project. The cost of the scoping study is \$138,267.31.
- The TSPLOST budget for this project is \$2,400,000.00.
- Upon review of the proposal, City staff recommends that an amendment be made to AECOM's contract in the amount of \$138,267.31.

Financial Impact:

There are adequate funds available in the TSPLOST 2021 for the Project.

Alternatives:

The City may choose not to award this contract to AECOM and choose an alternative consultant to perform the scoping study.

Review:

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

Created/Initiated - 4/6/2023
Approved - 4/6/2023
Approved - 4/6/2023
Approved - 4/8/2023
Final Approval - 4/14/2023

Attachments:

1. Vicinity Map
2. Resolution

S2132 – Riverside Bridge at Chattahoochee Tributary



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO AMEND EXISTING CONTRACT WITH AECOM TO ALLOW
FOR SCOPING SERVICES AS IT RELATES TO THE RIVERSIDE BRIDGE OVER
CHATTAHOOCHEE RIVER TRIBUTARY REPLACEMENT PROJECT (PROJECT
NO. S2132)**

WHEREAS AECOM has an existing contract to provide bridge maintenance and repair services as it pertains to the Riverside Bridge over Chattahoochee River Tributary Replacement Project (Project No. S2132)(the “Project”) ; and

WHEREAS, the City desires to replace the Riverside Bridge Over the Chattahoochee Tributary; and

WHEREAS, the City desires to develop the best replacement alternative and identify additional funding sources, if needed; and

WHEREAS, AECOM submitted a proposal to finalize the Project description and limits, conduct a desktop-level assessment of existing conditions, collect traffic volumes, and develop initial recommendations; and

WHEREAS, AECOM submitted a fee of \$138,267.31 to provide these services; and

WHEREAS, staff recommends that Council approve an amendment to the existing AECOM contract, in accordance with the memorandum attached to this resolution;

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

1. AECOM is hereby awarded a contract in the amount of \$138,267.31 to perform the Project, for the reasons stated in the memorandum attached to this resolution; and
2. the City Manager is hereby authorized to execute a contract with AECOM, subject to approval of the City Attorney and the City Finance Director; and

RESOLVED this 18th day of April, 2023.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Lark Payne, Paralegal

DATE: April 5, 2023 Submission for the April 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve the Appropriation of Certain Property Rights and Interests Located at 395 Johnson Ferry Road, Sandy Springs, GA (Tax Parcel # 17-0071-0001-017-1) through the Use of Eminent Domain for the Johnson Ferry Road/Mount Vernon Highway Intersection Improvements Project (Project No. TS 191)

Recommendation:

The City Attorney recommends the Council approve the use of eminent domain to acquire the property rights and interest located at 395 Johnson Ferry Road to construct certain right of way improvements which will improve vehicular and pedestrian mobility, as well as reduce roadway congestion.

Background:

This property is part of the Johnson Ferry Road and Mount Vernon Highway Improvement Project. (Project No. TS 191)(hereafter, the "Project"). In order to construct the Project, fee simple rights are required over, under, and through the property located at 395 Johnson Ferry Road within the City of Sandy Springs.

Discussion:

The property in question is a single-family home located on a 0.2895 acre lot on the south side of Johnson Ferry Road, east of Harleston Road, in a predominantly residential area. The subject property includes 849.06 sq. ft of fee simple, 270.2 sq. ft. of temporary construction easement.

Financial Impact:

The City believes that just and adequate compensation for the subject property is \$71,300.00, and is itemized below;

Fee simple	849.06 sq. ft.	\$16.00/sq. ft.	\$13,585.00
Temporary Construction Easement	270.2 sq. ft.	\$16.00/sq. ft.	\$ 1,297.00
Cost to Cure/Incurable Damages			\$56,004.00
Site Improvements*			\$ 374.00

City Staff has been unable to secure the acquisition of the property, even though the City has offered just and adequate compensation for the property to the owners, Mr. John A. Bendik and Ms. Donna Bendik, however, negotiations to purchase the property appear to have reached an impasse.

Alternatives:

The City's failure to obtain title to this property would result in the City having to modify the proposed Project, which would increase the cost of the Project.

Review:

Lark Payne, Paralegal
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 4/6/2023
Approved - 4/6/2023
Approved - 4/8/2023
Final Approval - 4/14/2023

Attachments:

1. RESOLUTION- 395 Johnson Ferry Road
2. Exhibit A- Acquisition Plans

STATE OF GEORGIA
COUNTY FULTON

**A RESOLUTION TO APPROVE THE APPROPRIATION OF CERTAIN PROPERTY
RIGHTS AND INTERESTS LOCATED 395 JOHNSON FERRY ROAD FULTON
COUNTY, GEORGIA (TAX PARCEL # 17-0071-0001-017-1) AS IT PERTAINS TO
PROJECT TS-191 THROUGH THE USE OF EMINENT DOMAIN**

WHEREAS, the City of Sandy Springs (the “City”) has determined it is necessary to construct certain right of way improvements along Mount Vernon Highway it pertains to the Johnson Ferry Road/Mount Vernon Highway Intersection Improvements Project (Project No.: TS-191)(the "Project"); and

WHEREAS, in order to construct the Project, fee simple rights are required over, under, and through the property located at 395 Johnson Ferry Road, Sandy Springs, GA 30328 (hereafter, the "Property") those rights being more particularly described in Exhibit “A”, attached hereto; and

WHEREAS, the Mayor and Council have considered the Project and determined that appropriation of the property rights and interests is necessary and must be carried out expeditiously to ensure timely completion of the Project;

WHEREAS, the Mayor and City Council find that the circumstances are such that it is necessary to proceed with appropriation under eminent domain provisions of Article 1, Chapter 3, of Title 32 of the Official Code of Georgia Annotated (“Georgia Code”).

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

1. The City Attorney’s office is hereby authorized to acquire through the use of eminent domain pursuant to Title 32 of the Georgia Code, the necessary property rights and interests over, under and across the property located at 395 Johnson Ferry Road (Tax Parcel # 17-0071-0001-017-1) order to ensure that the City acquires free and clear title to such rights and interests and to ensure the timely completion of the Project; and
2. The City Manager and City Attorney are hereby authorized to take such actions as may be necessary to effectuate the intent of this Resolution.

RESOLVED this the 18th day of April, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk
(Seal)



Page 194 of 281



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Lark Payne, Paralegal

DATE: April 5, 2023 Submission for the April 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve the Appropriation of Certain Property Rights and Interests Located at 405 Johnson Ferry Road (Tax Parcel # 17-0071-0001-018-9) through the Use of Eminent Domain for the Johnson Ferry Road/Mount Vernon Highway Intersection Improvements Project (Project No.: TS-191)

Recommendation:

The City Attorney recommends the Council approve the use of eminent domain to acquire the property rights and interest located at 405 Johnson Ferry Road to construct certain right of way improvements which will improve vehicular and pedestrian mobility, as well as reduce roadway congestion.

Background:

This property is part of the Johnson Ferry Road and Mount Vernon Highway Improvement Project. (Project No. TS-191)(hereafter, the "Project"). In order to construct the Project, fee-simple rights are required over, under, and through the property located at 405 Johnson Ferry Road within the City of Sandy Springs.

Discussion:

The property in question is a single-family home located on a 0.3037 acre lot on the south side of Johnson Ferry Road, east of Harleston Road, in a predominantly residential area. The subject property includes 598.94 sq. ft of fee-simple.

Financial Impact:

The City believes that just and adequate compensation for the subject property is \$103,000.00, and is itemized below;

Fee simple	598.94 sq. ft.	\$16.00/sq. ft.	\$ 9,583.00
Site Improvements*			\$ 374.00
Cost to Cure/Incurable damages			\$ 92,990.00

City Staff has been unable to secure the acquisition of the property, even though the City has offered just and adequate compensation for the property, to the owners, Mr. Collin Garner and Ms. Elizabeth Garner, however, negotiations to purchase the property appear to have reached an impasse.

Alternatives:

The City's failure to obtain title to this property would result in the City having to modify the proposed Project, which would increase the cost of the Project.

Review:

Lark Payne, Paralegal
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 4/5/2023
Approved - 4/6/2023
Approved - 4/8/2023
Final Approval - 4/13/2023

Attachments:

1. RESOLUTION- 405 Johnson Ferry Road
2. Exhibit A- Acquisition Plans

STATE OF GEORGIA
COUNTY FULTON

**A RESOLUTION TO APPROVE THE APPROPRIATION OF CERTAIN PROPERTY
RIGHTS AND INTERESTS LOCATED 405 JOHNSON FERRY ROAD FULTON
COUNTY, GEORGIA (TAX PARCEL # 17-0071-0001-018-9) AS IT PERTAINS TO
PROJECT TS-191 THROUGH THE USE OF EMINENT DOMAIN**

WHEREAS, the City of Sandy Springs (the “City”) has determined it is necessary to construct certain right of way improvements along Mount Vernon Highway it pertains to the Johnson Ferry Road/Mount Vernon Highway Intersection Improvements Project (Project No.: TS-191)(the "Project"); and

WHEREAS, in order to construct the Project, fee simple rights are required over, under, and through the property located at 405 Johnson Ferry Road, Sandy Springs, GA 30328 (hereafter, the "Property") those rights being more particularly described in Exhibit “A”, attached hereto; and

WHEREAS, the Mayor and Council have considered the Project and determined that appropriation of the property rights and interests is necessary and must be carried out expeditiously to ensure timely completion of the Project;

WHEREAS, the Mayor and City Council find that the circumstances are such that it is necessary to proceed with appropriation under eminent domain provisions of Article 1, Chapter 3, of Title 32 of the Official Code of Georgia Annotated (“Georgia Code”).

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

1. The City Attorney’s office is hereby authorized to acquire through the use of eminent domain pursuant to Title 32 of the Georgia Code, the necessary property rights and interests over, under and across the property located at 405 Johnson Ferry Road (Tax Parcel # 17-0071-0001-018-9) order to ensure that the City acquires free and clear title to such rights and interests and to ensure the timely completion of the Project; and
2. The City Manager and City Attorney are hereby authorized to take such actions as may be necessary to effectuate the intent of this Resolution.

RESOLVED this the 18th day of April, 2023.

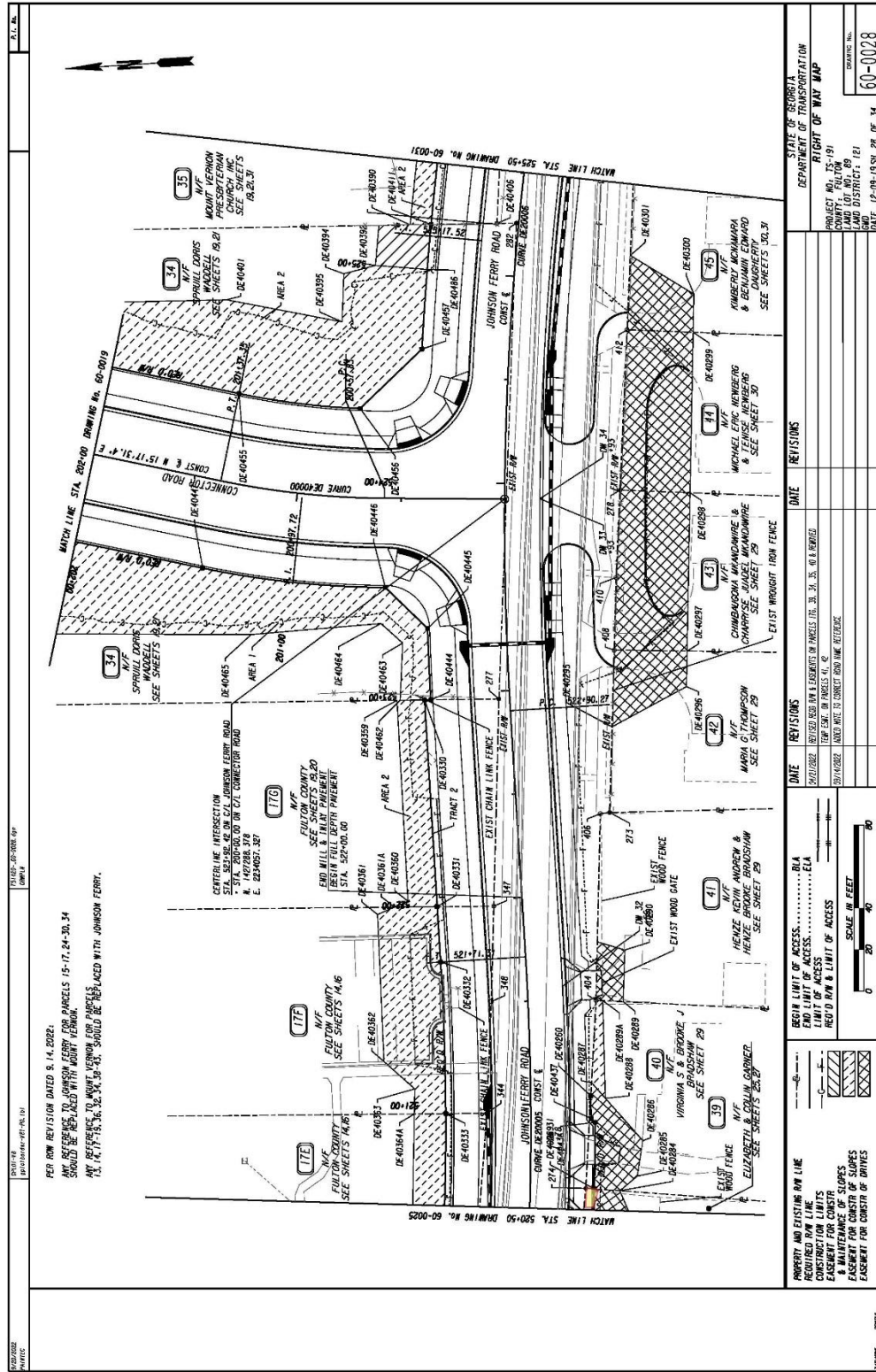
Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk
(Seal)





HALL RIGDON AND ASSOCIATES

Page 200 of 281



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members

FROM: Dan Lee, City Attorney

DATE: April 4, 2023 Submission for the April 18, 2023 Meeting

ITEM: Request for Mayor and City Council Consideration to Agree to Participate in the National Teva, Allergan, CVS, Walgreens, and Walmart Settlements and Agreeing to be Bound by an Anticipated MOU between the State of Georgia and Georgia Subdivision Regarding the National Teva, Allergan, CVS, Walgreens and Walmart Settlements

Recommendation:

Staff recommends the Mayor and City Council authorize the City's participation in the national settlements with Teva, Allergan, CVS, Walgreens, and Walmart to resolve allegations that the companies contributed to the opioid crisis.

Background:

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. The City of Sandy Springs City Council authorized the City's participation in the 2021 National Settlements in December, 2021 (Resolution No. 2021-12-155). The City is expected to receive a total of \$74,000.63 over five years from the 2021 National Settlements, as detailed in the table below.

Amounts Allocated and Paid to Sandy Springs City, GA

Row	Payment Type	Allocation Amount	Reallocation To/From	Payment Amount	Status	Date
1.	Distributor Payment Year 1	\$9,877.10		\$9,877.10	To be Issued	N/A
2.	Distributor Payment Year 2	\$10,041.51		\$10,041.51	To be Issued	N/A
3.	Janssen Payment Year 1	\$4,651.05		\$4,651.05	To be Issued	N/A
4.	Janssen Payment Year 2	\$11,537.27		\$11,537.27	To be Issued	N/A
5.	Janssen Payment Year 3	\$7,766.13		\$7,766.13	To be Issued	N/A
6.	Janssen Payment Year 4	\$14,196.97		\$14,196.97	To be Issued	N/A
7.	Janssen Payment Year 5	\$15,930.60		\$15,930.60	To be Issued	N/A

In January, 2023, Georgia Attorney General Chris Carr announced the State of Georgia would join

national settlements with CVS, Walgreens, Teva and Allergan to resolve allegations that the companies contributed to the opioid crisis. Communities in Georgia stand to receive more than \$181 million in total base payments to help fund critical treatment, prevention, reduction and recovery services. New national opioid settlements have been reached with Teva, Allergan, CVS, Walgreens, and Walmart. At this time, we do not know the amount the City is projected to receive.

Discussion:

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;
- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

For additional information, visit: <https://nationalopioidsettlement.com/executive-summary/>.

Financial Impact:

Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;

- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

Alternatives:

The City can choose not to participate in the national settlement.

Review:

Raquel Gonzalez, City Clerk
 Toni Carlisle, Chief Financial Officer
 Dan Lee, City Attorney
 Eden Freeman, City Manager

Created/Initiated - 4/11/2023
 Approved - 4/13/2023
 Approved - 4/14/2023
 Final Approval - 4/14/2023

Attachments:

1. Opioids - Form City Resolution for New Opioid Settlements
2. Exhibit A - Participation Forms for the New Opioid Settlements
3. Final Georgia MOU

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION OF THE CITY OF SANDY SPRINGS, GEORGIA (“CITY”)
AGREEING TO PARTICIPATE IN THE NATIONAL TEVA, ALLERGAN, CVS,
WALGREENS, AND WALMART SETTLEMENTS AND AGREEING TO BE
BOUND BY AN ANTICIPATED MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF GEORGIA AND GEORGIA SUBDIVISIONS
REGARDING THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND
WALMART SETTLEMENTS.**

WHEREAS, the City initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, Defendants Teva, Allergan, CVS, Walgreens, and Walmart have reached national settlement frameworks (collectively referred to as the “New Opioid Settlements”) with certain states, including the State of Georgia, and subdivisions, and Georgia subdivisions now have the option to join;

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and control how funds from the New Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to the “State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements” previously agreed to by the City; and

WHEREAS, the City desires to participate in the New Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements;

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

Section 1. The City Council, as the governing body of the City, hereby agrees to participate in the New Opioid Settlements.

Section 2. The City Council, as the governing body of the City, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 3. The City Council hereby appoints the City Manager, who at the time of this Resolution is Eden Freeman, as the duly-appointed representative of the City for the purposes of participating in the New Opioid Settlements and agreeing to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 4. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the City Council directs the duly-appointed representative of the City to execute any document necessary to demonstrate the City’s agreement to be bound by the Memorandum of Understanding.

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Section 5. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the City Council directs the duly-appointed representative of the City to execute the requisite Participation Forms for the New Opioid Settlements, which can be executed via DocuSign (the preferred method). Blank versions of the Participation Forms for the New Opioid Settlements are attached hereto as **Exhibit A**.

Section 6. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the City of Sandy Springs, Georgia's City Council, held on April 18, 2023.

Russell K. Paul, Mayor

ATTEST:

Raquel D. González, City Clerk

EXHIBIT A

Participation Forms for the New Opioid Settlements

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[] Yes [] No

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co.

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold the Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

During November and December of 2022, Teva Pharmaceutical Industries Ltd. (“Teva”), Allergan Finance, LLC (“Allergan”), Walmart Inc. (“Walmart”), CVS Health Corporation and CVS Pharmacy, Inc. (“CVS”), and Walgreen Co. (“Walgreens”), respectively, agreed to national settlement frameworks (collectively, “Opioid Settlements”) that the State of Georgia and LGs are eligible to join.

During December, 2022, the State entered into each of the Opioid Settlements. The LGs have until April 18, 2023 to opt in to the respective Opioid Settlements.

This Memorandum of Understanding (“Memorandum” or “2023 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlements to

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remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Opioid Settlements as defined in this 2023 MOU which are allocated to Georgia and its Participating Local Governments under the Opioid Settlements.
- d. “Opioid Settlement(s)” means the National Teva, Allergan, Walmart, CVS and Walgreens Settlements, dated November 22, 2022, November 22, 2022, November 14, 2022, December 9, 2022, and December 9, 2022, respectively.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the National Teva, Allergan, Walmart, CVS and Walgreens Settlements, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the National Teva, Allergan, Walmart, CVS and Walgreens Settlementsthat choose to sign on to the Opioid Settlements and this Memorandum.

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- g. “Released Entities” means the entities defined as such in each respective Opioid Settlement.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a national Settlement Administrator(s) as defined in each respective Opioid Settlement and distributed pursuant to each respective Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in an Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in an Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in an Opioid Settlement, at least 1% of the

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Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.

- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlements and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU and this 2023 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2023 MOU as under the 2022 MOU, including reporting

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requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses as allowed under the Opioid Settlements, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlements, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlements, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the

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total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlements.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any

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information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.

- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Administrator(s) and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

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- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2023 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that each of the Opioid Settlements is a state-wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlements, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

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VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to any Opioid Settlement in the event such Opioid Settlement(s) is(are) terminated by the parties to them.
- e. By entering into this Memorandum, a local government agrees to participate in each of the five Opioid Settlements, provided, however, an LG that has bellwether claims as described in O.C.G.A. § 10-13B-3(b) may choose to participate only in Opioid Settlements against non-bellwether defendants.¹
- f. If less than 65% of the litigating LGs participate in the Opioid Settlements, this Memorandum is voidable by the State.

* * * * *

¹ In the event an LG elects to participate in the Memorandum and in Opioid Settlement(s) against non-bellwether defendants as permitted under this Section VIII.e, the Memorandum shall apply to that LG only as to the Opioid Settlement(s) in which it is participating.

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ATTACHED EXHIBITS:

**EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
 BOUND TO MEMORANDUM OF UNDERSTANDING**

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EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- _____ [NAME OF ENTITY] has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co.**
- The undersigned is a duly-appointed representative of _____ [NAME OF ENTITY], and has the authority to execute this document and bind _____ [NAME OF ENTITY] to the Memorandum.
- _____ [NAME OF ENTITY] is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf of _____ [NAME OF ENTITY], understands and acknowledges the terms of the Memorandum, and _____ [NAME OF ENTITY] agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name: _____

Title: _____

Date: _____

Entity: _____

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____



SANDY SPRINGS
GEORGIA

FINANCIAL HIGHLIGHTS FY 2023
FEBRUARY 28, 2023

UNAUDITED

NOTES TO THE FINANCIAL STATEMENTS
FEBRUARY 28, 2023

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year are at 91.33% of the adopted budget. We are at 66.67% of the fiscal year.
- ▶ General Fund Expenditures for the fiscal year are at 58.39% of the adopted budget. We are at 66.67% of the fiscal year.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$43,702,044	\$42,500,000	102.83%	
Motor Vehicle Tax	\$48,124	\$80,000	60.16%	<--These two will be adjusted as the rate at which the <-- old MVT phases out and the new TAVT increases
Motor Vehicle TAVT	\$2,644,180	\$3,750,000	70.51%	
Local Option Sales Tax	\$20,832,465	\$26,500,000	78.61%	
Business Occupational Tax	\$3,950,140	\$9,750,000	40.51%	
Insurance Premium Tax	\$8,782,622	\$7,700,000	114.06%	Payment normally received October of each year
Building Permits	\$2,318,695	\$2,000,000	115.93%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$810,791	\$598,836	135.39%	Includes all departments and is semi-annual



UNAUDITED

TRUIST

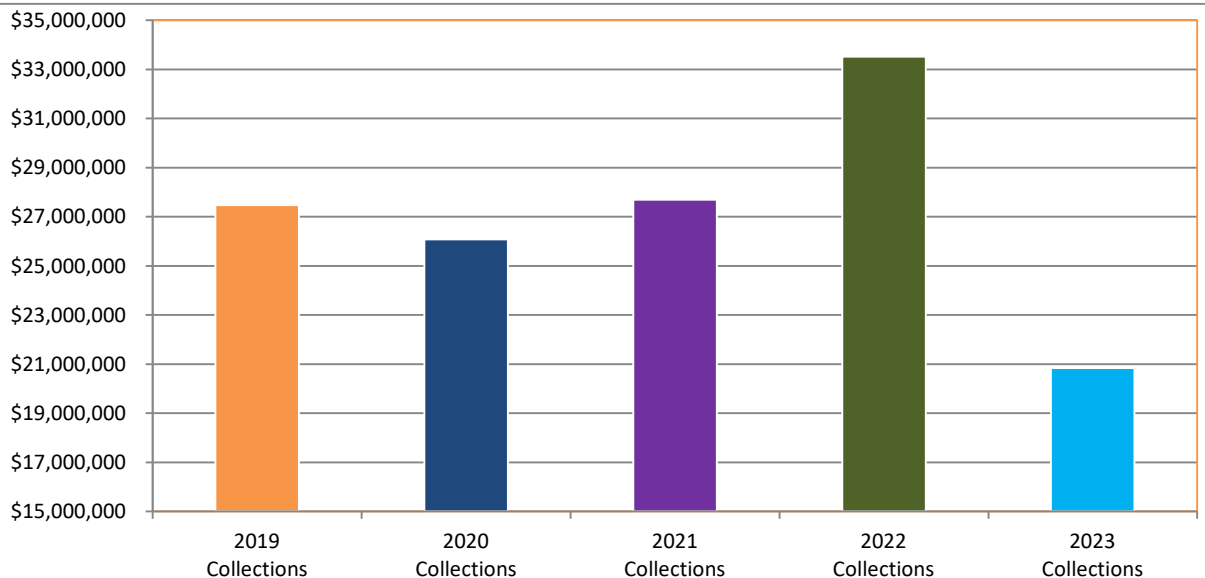
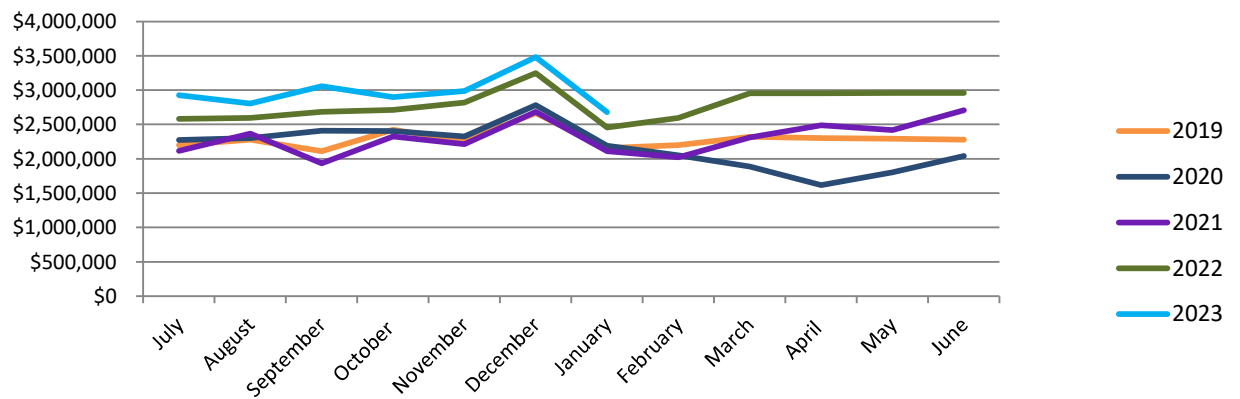
OPERATING ACCOUNT	\$36,475,642
COMMUNITY DEVELOPMENT ESCROW	2,823,668
POLICE - CUSTODIAL ESCROW	16,962
POLICE - FEDERAL FORFEITURE	311,341
POLICE - STATE SEIZED RESTRICTED	337,807
POLICE - STATE SEIZED UNRESTRICTED	177,691
POLICE - FEDERAL SEIZED TREASURY FUND	68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	90,493
HOTEL / MOTEL TAX ACCOUNT	350,515
COURT SERVICES	654,164
IMPACT FEE ACCOUNT	6,353,796
TREE FUND ACCOUNT	1,421,325
HOSPITALITY BOARD	1,906,504
TSPLOST FUND 2016 & 2021	68,199,763
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	108,361
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	1,519,388
PAC OPERATING, EVENTS ACCOUNT & SPONSORSHIPS	3,057,354
TOTAL TRUIST	\$123,873,338

GEORGIA FUND ONE	\$108,913,150
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$108,913,392

TOTAL CASH AND CASH EQUIVALENTS	\$232,786,729
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**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 08, FEBRUARY 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	\$2,927,024	13.34%
August	2,275,504	2,300,996	2,364,510	2,595,359	2,802,887	8.00%
September	2,109,943	2,407,613	1,934,144	2,681,668	3,057,481	14.01%
October	2,423,979	2,401,716	2,325,366	2,712,731	2,895,773	6.75%
November	2,259,523	2,326,390	2,214,592	2,817,297	2,987,710	6.05%
December	2,663,619	2,782,971	2,681,846	3,248,894	3,482,808	7.20%
January	2,155,711	2,188,945	2,111,802	2,457,273	2,678,782	9.01%
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	\$20,832,465	-37.84%



**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	632,371	43,702,044	42,500,000	102.83 %
100-0000-90-311310	MOTOR VEHICLE	8,688	48,124	80,000	60.16 %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	406,882	2,644,180	3,750,000	70.51 %
100-0000-90-311340	INTANGIBLES	29,871	380,207	900,000	42.25 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	14,347	189,597	650,000	29.17 %
100-0000-90-311710	ELECTRIC FRANCHISE TAX	6,495,309	6,495,309	5,800,000	111.99 %
100-0000-90-311730	GAS FRANCHISE TAX	-	466,956	700,000	66.71 %
100-0000-90-311750	CABLE TV FRANCHISE TAX	275,549	685,393	1,300,000	52.72 %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	2,250	83,249	150,000	55.50 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	13,389	315,606	400,000	78.90 %
100-0000-90-313100	LOCAL OPTION SALES TAX	2,678,782	20,832,465	26,500,000	78.61 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	84,604	631,856	1,000,000	63.19 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	51,663	429,312	500,000	85.86 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	1,669,412	3,950,140	9,750,000	40.51 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	-	-	50,000	- %
100-0000-90-316200	INSURANCE PREMIUM TAX	-	8,782,622	7,700,000	114.06 %
	TOTAL TAXES	12,363,116	89,637,060	101,730,000	88.11 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	2,300	678,868	700,000	96.98 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	7,363	56,503	90,000	62.78 %
100-0000-60-322210	PLANNING/ZONING FEES	3,187	63,606	100,000	63.61 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	21,405	177,299	250,000	70.92 %
100-0000-60-323120	BUILDING PERMITS	324,473	2,318,695	2,000,000	115.93 %
100-0000-60-323130	PLUMBING PERMITS	-	3,361	7,000	48.02 %
100-0000-60-323140	ELECTRICAL PERMITS	50	4,633	20,000	23.16 %
100-0000-60-323160	HVAC PERMITS	-	18,290	50,000	36.58 %
100-0000-60-323920	BLDG REINSPECTION FEE	75	2,175	5,000	43.50 %
	TOTAL LICENSES & PERMITS	358,853	3,323,430	3,222,000	103.15 %
100-0000-60-341320	DEVELOPMENT IMPACT FEES	1,398	41,167	-	- %
100-0000-30-342900	FALSE ALARM FEES	-	2,205	20,000	11.03 %
100-0000-30-342910	OTHER PUBLIC SAFETY FEES	-	15,000	-	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	11,760	94,080	141,120	66.67 %
100-0000-10-346900	SPECIAL EVENT FEES	250	9,200	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	7,500	45,000	75,000	60.00 %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	6,456	35,135	50,000	70.27 %
100-0000-50-347900	SSTC CONTRACT	10,000	82,300	100,000	82.30 %
100-0000-50-347910	FACILITY RENTALS	34,435	129,174	100,000	129.17 %
	TOTAL CHARGES & FEES	71,799	453,261	486,120	93.24 %
100-0000-20-351170	MUNICIPAL COURT	211,008	1,709,449	2,300,000	74.32 %
	TOTAL FINES & FORFEITURES	211,008	1,709,449	2,300,000	74.32 %
100-0000-90-361000	INTEREST REVENUE	358,311	1,823,280	120,000	1,519.40 %
	TOTAL INVESTMENT INCOME	358,311	1,823,280	120,000	1,519.40 %
100-0000-90-349900	OTHER CHGS FOR SERVICES	4,722	44,128	65,000	67.89 %
100-0000-40-381000	RENTAL REVENUE	14,553	237,842	275,000	86.49 %
100-0000-40-381010	MARTA ADVERTISING CONTRAC	-	121,222	-	- %
100-0000-90-389000	MISCELLANEOUS REVENUE	7,772	144,621	100,000	144.62 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	2,440	37,335	40,000	93.34 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	6,050	224,459	70,000	320.66 %
	TOTAL MISCELLANEOUS	35,537	809,607	550,000	147.20 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	111,730	790,363	999,600	79.07 %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	6,064	49,348	75,000	65.80 %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	1,306,778	182,700	715.26 %
100-0000-90-392100	SALE OF ASSETS	150	12,260	25,000	49.04 %
	TOTAL OTHER FINANCING SOURCES	117,944	2,158,748	1,282,300	168.35 %
100-0000-40-334100	STATE MATCHING GRANTS	-	266,972	-	- %
	TOTAL OTHER REVENUES	-	266,972	-	- %
	TOTAL REVENUES	\$13,516,569	\$100,181,807	\$109,690,420	91.33 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	12,333	86,333	148,000	58.33 %
100-1310-10-512104	LIFE INSURANCE	51	408	-	- %
100-1310-10-512200	SOCIAL SECURITY	695	4,867	9,176	53.04 %
100-1310-10-512300	MEDICARE	163	1,138	2,146	53.04 %
100-1310-10-512600	UNEMPLOYMENT TAX	99	214	740	28.93 %
100-1310-10-512700	WORKERS' COMPENSATION	-	354	296	119.43 %
Salaries & Benefits		13,341	93,314	160,358	58.19 %
100-1310-10-523200	COMMUNICATIONS	347	2,777	4,400	63.10 %
100-1310-10-523500	TRAVEL	-	1,304	10,000	13.04 %
100-1310-10-523600	DUES & FEES	-	5,360	43,000	12.47 %
100-1310-10-523700	EDUCATION/TRAINING	590	2,230	5,000	44.60 %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	-	829	3,000	27.62 %
100-1310-10-531300	HOSPITALITY	537	3,396	14,000	24.26 %
Operations & Capital		1,473	15,896	79,400	20.02 %
TOTAL CITY COUNCIL		14,814	109,210	239,758	45.55 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	41,388	351,478	713,329	49.27 %
100-1320-10-511110	BONUSES	14,000	14,000	19,525	71.70 %
100-1320-10-512101	HEALTH INSURANCE	3,679	29,110	63,986	45.49 %
100-1320-10-512102	DISABILITY INSURANCE	45	539	2,854	18.88 %
100-1320-10-512103	DENTAL INSURANCE	235	2,064	5,577	37.01 %
100-1320-10-512104	LIFE INSURANCE	92	1,062	6,883	15.43 %
100-1320-10-512200	SOCIAL SECURITY	3,335	14,234	44,226	32.18 %
100-1320-10-512300	MEDICARE	780	5,173	10,343	50.01 %
100-1320-10-512401	RETIREMENT 401A	6,522	49,390	102,779	48.05 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	2,009	16,335	34,295	47.63 %
100-1320-10-512600	UNEMPLOYMENT TAX	36	251	1,000	25.08 %
100-1320-10-512700	WORKERS' COMPENSATION	-	1,676	1,427	117.41 %
Salaries & Benefits		72,121	485,310	1,006,224	48.23 %
100-1320-10-523200	COMMUNICATIONS	126	1,405	5,040	27.88 %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	(287)	5,229	6,200	84.34 %
100-1320-10-523600	DUES & FEES	12	5,091	13,790	36.92 %
100-1320-10-523700	EDUCATION/TRAINING	475	2,029	10,495	19.33 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	109	2,081	5,000	41.63 %
100-1320-10-531300	HOSPITALITY	229	2,201	4,000	55.02 %
Operations & Capital		665	18,036	45,025	40.06 %
TOTAL CITY MANAGER		72,786	503,347	1,051,249	47.88 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	24,335	158,559	312,825	50.69 %
100-1330-10-511110	BONUSES	9,294	9,294	10,275	90.45 %
100-1330-10-512101	HEALTH INSURANCE	4,719	29,415	54,513	53.96 %
100-1330-10-512102	DISABILITY INSURANCE	64	653	2,284	28.57 %
100-1330-10-512103	DENTAL INSURANCE	291	1,768	3,901	45.31 %
100-1330-10-512104	LIFE INSURANCE	132	1,344	2,213	60.75 %
100-1330-10-512200	SOCIAL SECURITY	1,925	9,530	19,395	49.14 %
100-1330-10-512300	MEDICARE	450	2,229	4,536	49.14 %
100-1330-10-512401	RETIREMENT 401A	2,322	15,876	37,539	42.29 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	967	7,441	15,641	47.58 %
100-1330-10-512600	UNEMPLOYMENT TAX	126	310	1,000	31.04 %
100-1330-10-512700	WORKERS' COMPENSATION	-	756	626	120.83 %
Salaries & Benefits		44,625	237,175	464,748	51.03 %
100-1330-10-521300	TECHNICAL SERVICES	155	54,481	57,900	94.10 %
100-1330-10-523200	COMMUNICATIONS	176	1,210	2,200	54.99 %
100-1330-10-523300	ADVERTISING	75	75	2,000	3.75 %
100-1330-10-523400	PRINTING & BINDING	-	-	10,000	- %
100-1330-10-523500	TRAVEL	399	602	3,500	17.21 %
100-1330-10-523600	DUES & FEES	391	3,332	2,250	148.10 %
100-1330-10-523700	EDUCATION/TRAINING	-	2,290	3,450	66.38 %
100-1330-10-523900	CONTRACTUAL SERVICES	95	568	20,000	2.84 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	90	1,297	1,500	86.45 %
100-1330-10-531270	GASOLINE	-	-	1,000	- %
100-1330-10-531300	HOSPITALITY	-	192	500	38.32 %
Operations & Capital		1,381	64,048	104,300	61.41 %
TOTAL CITY CLERK		46,005	301,223	569,048	52.93 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	118,344	977,749	1,680,054	58.20 %
100-1500-10-511110	BONUSES	23,775	23,775	37,850	62.81 %
100-1500-10-512101	HEALTH INSURANCE	11,723	88,432	201,913	43.80 %
100-1500-10-512102	DISABILITY INSURANCE	484	3,529	11,988	29.44 %
100-1500-10-512103	DENTAL INSURANCE	594	4,390	10,152	43.25 %
100-1500-10-512104	LIFE INSURANCE	990	7,224	13,280	54.40 %
100-1500-10-512200	SOCIAL SECURITY	8,575	59,642	104,163	57.26 %
100-1500-10-512300	MEDICARE	2,006	14,211	24,361	58.33 %
100-1500-10-512401	RETIREMENT 401A	13,162	96,629	201,606	47.93 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	5,006	42,980	84,003	51.16 %
100-1500-10-512600	UNEMPLOYMENT TAX	595	1,824	2,000	91.21 %
100-1500-10-512700	WORKERS' COMPENSATION	-	5,367	4,200	127.78 %
Salaries & Benefits		185,254	1,325,752	2,375,570	55.81 %
100-1500-10-521200	PROFESSIONAL SERVICES	4,875	10,647	25,000	42.59 %
100-1500-10-521210	PROF SVCS-AUDIT	-	51,230	70,000	73.19 %
100-1500-10-521300	TECHNICAL SERVICES	60	208,780	185,000	112.85 %
100-1500-10-523200	COMMUNICATIONS	320	2,186	6,000	36.44 %
100-1500-10-523300	ADVERTISING	1,850	7,600	10,000	76.00 %
100-1500-10-523400	PRINTING & BINDING	-	3,212	3,000	107.08 %
100-1500-10-523500	TRAVEL	-	-	7,000	- %
100-1500-10-523600	DUES & FEES	1,733	5,336	9,134	58.42 %
100-1500-10-523700	EDUCATION/TRAINING	-	1,135	15,000	7.57 %
100-1500-10-523900	CONTRACTUAL SERVICES	894	5,411	15,000	36.07 %
100-1500-10-523950	MERCHANT SVCS CHARGES	-	127	292	43.49 %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	123	2,752	7,500	36.70 %
100-1500-10-531300	HOSPITALITY	-	523	1,500	34.84 %
100-1500-10-531750	UNIFORMS	43	115	1,000	11.54 %
100-1500-10-542400	COMPUTER EQUIPMENT	-	-	7,000	- %
Operations & Capital		9,898	299,055	362,426	82.51 %
TOTAL FINANCE		195,152	1,624,807	2,737,996	59.34 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-511100	SALARIES	5,801	49,308	203,750	24.20 %
100-1530-10-511110	BONUSES	-	-	3,050	- %
100-1530-10-512101	HEALTH INSURANCE	1,344	6,214	40,791	15.23 %
100-1530-10-512102	DISABILITY INSURANCE	24	194	1,142	16.97 %
100-1530-10-512103	DENTAL INSURANCE	96	364	2,371	15.34 %
100-1530-10-512104	LIFE INSURANCE	32	344	1,710	20.13 %
100-1530-10-512200	SOCIAL SECURITY	366	3,074	12,633	24.33 %
100-1530-10-512300	MEDICARE	86	717	2,954	24.28 %
100-1530-10-512401	401A RETIREMENT	696	5,569	24,450	22.78 %
100-1530-10-512402	401A RETIREMENT-457 MATCH	290	2,175	10,188	21.35 %
100-1530-10-512600	UNEMPLOYMENT TAX	-	-	200	- %
100-1530-10-512700	WORKERS' COMPENSATION	-	522	408	127.83 %
Salaries & Benefits		8,736	68,481	303,647	22.55 %
100-1530-10-521250	PROF SVCS-LEGAL	64,839	387,613	485,000	79.92 %
100-1530-10-521255	PROF SVCS-LITIGATION	19,012	344,712	450,000	76.60 %
Operations & Capital		83,851	732,325	935,000	78.32 %
TOTAL LEGAL SERVICES		92,587	800,806	1,238,647	64.65 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	108,120	912,706	1,506,827	60.57 %
100-1535-10-511110	BONUSES	19,150	19,150	32,550	58.83 %
100-1535-10-512101	HEALTH INSURANCE	12,699	116,770	202,233	57.74 %
100-1535-10-512102	DISABILITY INSURANCE	393	2,676	9,705	27.58 %
100-1535-10-512103	DENTAL INSURANCE	343	5,112	10,528	48.55 %
100-1535-10-512104	LIFE INSURANCE	805	5,476	11,236	48.73 %
100-1535-10-512200	SOCIAL SECURITY	7,618	55,400	93,423	59.30 %
100-1535-10-512300	MEDICARE	1,782	12,956	21,849	59.30 %
100-1535-10-512401	401A RETIREMENT	11,262	88,267	180,819	48.82 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	4,047	38,315	75,341	50.86 %
100-1535-10-512600	UNEMPLOYMENT TAX	412	1,464	1,350	108.42 %
100-1535-10-512700	WORKERS' COMPENSATION	-	4,737	3,767	125.76 %
Salaries & Benefits		166,630	1,263,030	2,149,628	58.76 %
100-1535-10-521300	TECHNICAL SERVICES	20,018	552,364	777,500	71.04 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	-	154,768	243,000	63.69 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	7,572	52,621	92,000	57.20 %
100-1535-10-523200	COMMUNICATIONS	736	5,713	11,200	51.01 %
100-1535-10-523500	TRAVEL	2,056	3,129	7,000	44.70 %
100-1535-10-523600	DUES & FEES	206	1,863	6,000	31.04 %
100-1535-10-523700	EDUCATION/TRAINING	3,089	11,075	14,000	79.11 %
100-1535-10-523900	CONTRACTUAL SERVICES	513	1,288	15,000	8.58 %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	1,902	3,123	5,500	56.77 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	7,234	13,598	30,000	45.33 %
100-1535-10-531750	UNIFORMS	-	1,219	1,500	81.27 %
100-1535-10-542400	COMPUTER EQUIPMENT	435	435	10,000	4.35 %
Operations & Capital		43,759	801,195	1,212,700	66.07 %
TOTAL INFORMATION SERVICES		210,390	2,064,225	3,362,328	61.39 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	29,647	239,292	373,080	64.14 %
100-1540-10-511110	BONUSES	11,300	11,300	11,800	95.76 %
100-1540-10-512101	HEALTH INSURANCE	6,343	48,562	75,844	64.03 %
100-1540-10-512102	DISABILITY INSURANCE	91	731	2,284	32.01 %
100-1540-10-512103	DENTAL INSURANCE	343	2,535	3,994	63.46 %
100-1540-10-512104	LIFE INSURANCE	187	1,496	2,632	56.82 %
100-1540-10-512200	SOCIAL SECURITY	2,329	14,800	23,131	63.98 %
100-1540-10-512300	MEDICARE	545	3,462	5,410	63.99 %
100-1540-10-512401	401A RETIREMENT	3,488	26,265	44,770	58.67 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	695	8,549	18,654	45.83 %
100-1540-10-512600	UNEMPLOYMENT TAX	107	334	750	44.59 %
100-1540-10-512700	WORKERS' COMPENSATION	-	864	746	115.77 %
Salaries & Benefits		55,075	358,189	563,095	63.61 %
100-1540-10-521200	PROFESSIONAL SERVICES	15,593	119,584	209,250	57.15 %
100-1540-10-523200	COMMUNICATIONS	181	1,454	1,500	96.90 %
100-1540-10-523500	TRAVEL	-	-	5,000	- %
100-1540-10-523600	DUES & FEES	245	565	2,600	21.73 %
100-1540-10-523700	EDUCATION/TRAINING	150	275	6,995	3.93 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	15	890	3,000	29.67 %
100-1540-10-531300	HOSPITALITY	74	5,158	10,000	51.58 %
Operations & Capital		16,258	127,925	238,345	53.67 %
TOTAL HUMAN RESOURCES		71,333	486,114	801,440	60.66 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	77,534	664,967	1,261,643	52.71 %
100-1565-10-511110	BONUSES	20,025	20,025	36,525	54.83 %
100-1565-10-512101	HEALTH INSURANCE	11,985	94,884	197,968	47.93 %
100-1565-10-512102	DISABILITY INSURANCE	237	2,090	9,705	21.53 %
100-1565-10-512103	DENTAL INSURANCE	449	4,128	10,265	40.22 %
100-1565-10-512104	LIFE INSURANCE	484	4,293	10,220	42.01 %
100-1565-10-512200	SOCIAL SECURITY	5,978	39,445	78,222	50.43 %
100-1565-10-512300	MEDICARE	1,398	9,740	18,294	53.24 %
100-1565-10-512401	401A RETIREMENT	8,842	68,676	151,397	45.36 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	3,478	31,717	63,082	50.28 %
100-1565-10-512600	UNEMPLOYMENT TAX	368	1,020	2,000	51.01 %
100-1565-10-512700	WORKERS' COMPENSATION	-	14,800	12,616	117.31 %
Salaries & Benefits		130,777	955,785	1,851,937	51.61 %
100-1565-10-521200	PROFESSIONAL SERVICES	3,348	27,909	39,796	70.13 %
100-1565-10-521300	TECHNICAL SERVICES	-	85,180	104,587	81.44 %
100-1565-10-522100	CLEANING SERVICES	22,525	190,525	372,880	51.10 %
100-1565-10-522110	GARBAGE DISPOSAL	4,727	37,120	83,000	44.72 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	42,354	262,049	400,550	65.42 %
100-1565-10-522220	REP & MAINT-BUILDINGS	89,697	636,755	960,634	66.28 %
100-1565-10-522310	BUILDING OPERATING LEASE	28,381	216,598	325,000	66.65 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	3,584	23,712	34,000	69.74 %
100-1565-10-523200	COMMUNICATIONS	1,028	8,024	9,990	80.32 %
100-1565-10-523250	POSTAGE	3,099	20,444	39,000	52.42 %
100-1565-10-523700	EDUCATION/TRAINING	400	6,650	15,500	42.90 %
100-1565-10-523900	CONTRACTUAL SERVICES	-	141,201	334,887	42.16 %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	8,909	63,520	150,000	42.35 %
100-1565-10-531210	WATER	14,679	243,030	321,200	75.66 %
100-1565-10-531220	NATURAL GAS	12,707	74,121	86,126	86.06 %
100-1565-10-531230	ELECTRICITY	50,505	464,684	690,300	67.32 %
100-1565-10-531270	GASOLINE	263	2,510	50,000	5.02 %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	807	2,702	10,000	27.02 %
100-1565-10-531750	UNIFORMS	153	6,334	12,000	52.78 %
100-1565-10-541200	SITE IMPROVEMENTS	-	67,074	200,000	33.54 %
100-1565-10-542400	COMPUTER EQUIPMENT	-	819	22,500	3.64 %
100-1565-10-579000	CONTINGENCIES	-	-	100,000	- %
Operations & Capital		287,166	2,580,963	4,361,950	59.17 %
TOTAL FACILITIES MANAGEMENT		417,943	3,536,747	6,213,887	56.92 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	52,746	336,668	683,034	49.29 %
100-1570-10-511110	BONUSES	10,900	10,900	16,075	67.81 %
100-1570-10-512101	HEALTH INSURANCE	5,479	37,484	77,199	48.56 %
100-1570-10-512102	DISABILITY INSURANCE	211	1,251	3,996	31.30 %
100-1570-10-512103	DENTAL INSURANCE	452	2,510	5,060	49.60 %
100-1570-10-512104	LIFE INSURANCE	412	2,403	5,163	46.55 %
100-1570-10-512200	SOCIAL SECURITY	3,798	21,134	42,348	49.90 %
100-1570-10-512300	MEDICARE	888	4,943	9,904	49.90 %
100-1570-10-512401	401A RETIREMENT	4,380	32,558	81,964	39.72 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	1,825	15,115	34,152	44.26 %
100-1570-10-512600	UNEMPLOYMENT TAX	178	581	1,000	58.12 %
100-1570-10-512700	WORKERS' COMPENSATION	-	2,541	2,049	123.99 %
Salaries & Benefits		81,269	468,087	961,944	48.66 %
100-1570-10-521200	PROF SERV - PUBLIC RELATIONS	8,529	33,115	117,500	28.18 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	50,038	400,302	604,000	66.28 %
100-1570-10-523200	COMMUNICATIONS	390	2,881	5,566	51.75 %
100-1570-10-523300	ADVERTISING	150	14,543	25,000	58.17 %
100-1570-10-523400	PRINTING & BINDING	465	1,772	7,500	23.63 %
100-1570-10-523500	TRAVEL	-	265	2,250	11.79 %
100-1570-10-523600	DUES & FEES	4	257	2,250	11.40 %
100-1570-10-523700	EDUCATION/TRAINING	-	25	5,250	0.48 %
100-1570-10-523900	CONTRACTUAL SERVICES	369	18,900	40,560	46.60 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	5,582	43,068	189,249	22.76 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	(16)	11,042	10,000	110.42 %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	-	214	5,000	4.28 %
100-1570-10-542400	COMPUTER EQUIPMENT	-	-	22,750	- %
Operations & Capital		65,511	526,385	1,037,375	50.74 %
TOTAL COMMUNICATIONS		146,780	994,472	1,999,319	49.74 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
GENERAL ADMINISTRATION EXPENDITURES					
100-1595-10-511110	BONUSES	-	248,000	-	- %
100-1595-10-511200	PART-TIME/TEMP EMPLOYEES	-	-	50,000	- %
100-1595-10-512200	SOCIAL SECURITY	-	13,386	3,100	431.80 %
100-1595-10-512300	MEDICARE	-	3,109	725	428.86 %
100-1595-10-512500	TUITION REIMBURSEMENT	3,236	22,949	50,000	45.90 %
100-1595-10-512600	UNEMPLOYMENT TAX	-	9	250	3.52 %
100-1595-10-512700	WORKERS' COMPENSATION	-	48	50	96.10 %
Salaries & Benefits		3,236	287,501	104,125	276.11 %
100-1595-10-521200	PROFESSIONAL SERVICES	(3,772)	438,813	285,000	153.97 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	10,625	85,000	537,500	15.81 %
100-1595-10-523100	PROPERTY & LIABILITY INS	-	1,393,595	1,440,069	96.77 %
100-1595-10-523200	COMMUNICATIONS	5,841	48,538	145,200	33.43 %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	-	103	75,000	0.14 %
100-1595-10-531270	GASOLINE	-	-	10,000	- %
100-1595-10-579000	CONTINGENCIES	-	-	300,000	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	1,800	3,000	150,000	2.00 %
Operations & Capital		14,494	1,969,048	2,942,769	66.91 %
TOTAL GENERAL ADMINISTRATION		17,730	2,256,549	3,046,894	74.06 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	48,055	373,711	638,375	58.54 %
100-2650-20-511110	BONUSES	12,525	12,525	17,900	69.97 %
100-2650-20-512101	HEALTH INSURANCE	7,091	53,226	112,351	47.38 %
100-2650-20-512102	DISABILITY INSURANCE	146	1,096	5,709	19.20 %
100-2650-20-512103	DENTAL INSURANCE	169	2,003	5,683	35.24 %
100-2650-20-512104	LIFE INSURANCE	299	2,247	4,392	51.17 %
100-2650-20-512200	SOCIAL SECURITY	3,637	23,098	39,579	58.36 %
100-2650-20-512300	MEDICARE	851	5,404	9,256	58.38 %
100-2650-20-512401	RETIREMENT 401A	5,746	35,363	76,605	46.16 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	1,954	13,957	31,919	43.73 %
100-2650-20-512600	UNEMPLOYMENT TAX	364	1,071	2,000	53.55 %
100-2650-20-512700	WORKERS' COMPENSATION	-	5,817	4,469	130.17 %
Salaries & Benefits		80,836	529,519	948,238	55.84 %
100-2650-20-521260	PROF SVCS-COURT	25,961	212,039	515,000	41.17 %
100-2650-20-521300	TECHNICAL SERVICES	2,442	37,743	58,000	65.07 %
100-2650-20-523200	COMMUNICATIONS	209	1,616	6,240	25.89 %
100-2650-20-523300	ADVERTISING	-	-	1,800	- %
100-2650-20-523400	PRINTING & BINDING	-	1,569	2,000	78.43 %
100-2650-20-523500	TRAVEL	10	3,084	7,000	44.05 %
100-2650-20-523600	DUES & FEES	-	35	1,000	3.50 %
100-2650-20-523700	EDUCATION/TRAINING	392	1,576	3,000	52.53 %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	1,011	1,557	3,200	48.64 %
100-2650-20-531300	HOSPITALITY	-	618	1,500	41.23 %
100-2650-20-531600	SMALL TOOLS & EQUIPMENT	-	1,349	3,000	44.98 %
Operations & Capital		30,026	261,186	601,740	43.41 %
TOTAL MUNICIPAL COURT		110,862	790,705	1,549,978	51.01 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	1,062,390	8,677,295	13,619,399	63.71 %
100-3210-30-511110	BONUSES	442,100	477,921	530,000	90.17 %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	33,034	257,981	500,000	51.60 %
100-3210-30-511300	OVERTIME	104,385	606,198	800,000	75.77 %
100-3210-30-512101	HEALTH INSURANCE	155,572	1,165,879	1,747,762	66.71 %
100-3210-30-512102	DISABILITY INSURANCE	3,385	26,315	96,479	27.28 %
100-3210-30-512103	DENTAL INSURANCE	7,244	61,290	100,804	60.80 %
100-3210-30-512104	LIFE INSURANCE	6,915	53,815	103,922	51.78 %
100-3210-30-512200	SOCIAL SECURITY	95,853	592,029	844,403	70.11 %
100-3210-30-512300	MEDICARE	22,417	139,548	197,481	70.66 %
100-3210-30-512401	RETIREMENT 401A	121,540	908,603	1,634,328	55.59 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	49,472	400,532	680,970	58.82 %
100-3210-30-512600	UNEMPLOYMENT TAX	4,807	14,938	18,000	82.99 %
100-3210-30-512700	WORKERS' COMPENSATION	7,737	454,807	354,104	128.44 %
Salaries & Benefits		2,116,854	13,837,152	21,227,652	65.18 %
100-3210-30-521200	PROFESSIONAL SERVICES	9,145	54,176	147,160	36.81 %
100-3210-30-521270	JAIL SERVICES	35,350	232,975	425,000	54.82 %
100-3210-30-521275	INMATE MEDICAL SERVICES	268	2,754	150,000	1.84 %
100-3210-30-521300	TECHNICAL SERVICES	48,198	1,150,721	1,633,605	70.44 %
100-3210-30-522100	CLEANING SERVICES	7,008	49,056	84,100	58.33 %
100-3210-30-522110	GARBAGE DISPOSAL	216	1,756	2,100	83.60 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	2,907	17,008	40,000	42.52 %
100-3210-30-522220	REP & MAINT-BUILDINGS	343	8,595	17,500	49.11 %
100-3210-30-522230	REP & MAINT-VEHICLES	50,945	355,035	450,000	78.90 %
100-3210-30-522310	BUILDING OPERATING LEASE	61,479	474,574	679,000	69.89 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	-	485	2,000	24.25 %
100-3210-30-523200	COMMUNICATIONS	17,543	155,115	242,992	63.84 %
100-3210-30-523250	POSTAGE	22	735	3,000	24.49 %
100-3210-30-523300	ADVERTISING	-	8,459	20,000	42.30 %
100-3210-30-523400	PRINTING & BINDING	192	7,819	7,500	104.26 %
100-3210-30-523500	TRAVEL	5,175	45,488	60,000	75.81 %
100-3210-30-523600	DUES & FEES	2,034	9,764	20,800	46.94 %
100-3210-30-523700	EDUCATION/TRAINING	4,946	41,810	175,500	23.82 %
100-3210-30-523900	CONTRACTUAL SERVICES	-	-	7,500	- %
100-3210-30-523950	MERCHANT SVCS CHARGES	262	1,656	2,500	66.25 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	6,277	54,535	60,000	90.89 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	111	948	2,000	47.40 %
100-3210-30-531220	NATURAL GAS	1,917	11,639	17,000	68.47 %
100-3210-30-531230	ELECTRICITY	3,959	32,690	55,000	59.44 %
100-3210-30-531270	GASOLINE	49,383	448,776	785,000	57.17 %
100-3210-30-531300	HOSPITALITY	1,649	14,912	30,000	49.71 %
100-3210-30-531600	POLICE EQUIPMENT	119,198	329,412	375,000	87.84 %
100-3210-30-531750	UNIFORMS	9,036	141,923	249,130	56.97 %
100-3210-30-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		437,563	3,652,817	5,798,387	63.00 %
TOTAL POLICE		2,554,416	17,489,968	27,026,039	64.72 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	698,717	5,769,148	8,677,789	66.48 %
100-3510-30-511110	BONUSES	261,400	261,400	207,700	125.85 %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	11,687	90,524	150,000	60.35 %
100-3510-30-511300	OVERTIME	48,058	326,859	415,000	78.76 %
100-3510-30-512101	HEALTH INSURANCE	145,247	1,065,548	1,592,560	66.91 %
100-3510-30-512102	DISABILITY INSURANCE	2,249	95,539	66,793	143.04 %
100-3510-30-512103	DENTAL INSURANCE	5,478	47,814	79,709	59.99 %
100-3510-30-512104	LIFE INSURANCE	4,605	36,865	66,977	55.04 %
100-3510-30-512200	SOCIAL SECURITY	57,356	373,532	538,023	69.43 %
100-3510-30-512300	MEDICARE	13,414	88,102	125,828	70.02 %
100-3510-30-512401	RETIREMENT 401A	80,853	599,722	1,041,335	57.59 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	32,021	255,573	433,889	58.90 %
100-3510-30-512600	UNEMPLOYMENT TAX	3,741	10,285	15,000	68.56 %
100-3510-30-512700	WORKERS' COMPENSATION	5,642	213,455	173,556	122.99 %
Salaries & Benefits		1,370,468	9,234,366	13,584,159	67.98 %
100-3510-30-521200	PROFESSIONAL SERVICES	543	2,258	14,300	15.79 %
100-3510-30-521300	TECHNICAL SERVICES	-	92,357	137,645	67.10 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	3,536	41,063	66,500	61.75 %
100-3510-30-522220	REP & MAINT-BUILDINGS	5,282	40,338	60,300	66.90 %
100-3510-30-522230	REP & MAINT-VEHICLES	44,064	196,651	257,000	76.52 %
100-3510-30-523200	COMMUNICATIONS	4,742	35,984	53,000	67.89 %
100-3510-30-523400	PRINTING & BINDING	170	2,594	3,800	68.26 %
100-3510-30-523500	TRAVEL	10,756	25,194	48,000	52.49 %
100-3510-30-523600	DUES & FEES	464	9,455	12,000	78.79 %
100-3510-30-523700	EDUCATION/TRAINING	12,490	31,327	76,000	41.22 %
100-3510-30-523900	CONTRACTUAL SERVICES	5,473	77,953	154,000	50.62 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	3,991	67,778	82,500	82.15 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	15,687	68,795	130,000	52.92 %
100-3510-30-531210	WATER	1,054	9,399	25,000	37.60 %
100-3510-30-531220	NATURAL GAS	2,253	13,089	35,000	37.40 %
100-3510-30-531230	ELECTRICITY	2,055	21,945	52,000	42.20 %
100-3510-30-531270	GASOLINE	10,154	137,911	315,000	43.78 %
100-3510-30-531300	HOSPITALITY	(280)	6,396	14,560	43.93 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	3,826	24,370	70,000	34.81 %
100-3510-30-531750	UNIFORMS	19,940	61,377	138,000	44.48 %
100-3510-30-542400	COMPUTER EQUIPMENT	-	-	3,000	- %
100-3510-30-579000	CONTINGENCIES	-	-	50,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	-	411,826	1,078,929	38.17 %
100-3510-30-582200	CAPITAL LEASE INTEREST	-	32,658	91,277	35.78 %
Operations & Capital		146,199	1,410,718	2,967,811	47.53 %
TOTAL FIRE		1,516,666	10,645,084	16,551,970	64.31 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	8,410	68,964	108,735	63.42 %
100-3810-30-511110	BONUSES	4,250	4,250	1,525	278.69 %
100-3810-30-512101	HEALTH INSURANCE	523	4,397	6,897	63.76 %
100-3810-30-512102	DISABILITY INSURANCE	19	151	571	26.37 %
100-3810-30-512103	DENTAL INSURANCE	-	159	343	46.30 %
100-3810-30-512104	LIFE INSURANCE	38	308	847	36.32 %
100-3810-30-512200	SOCIAL SECURITY	785	4,502	6,742	66.77 %
100-3810-30-512300	MEDICARE	184	1,053	1,577	66.76 %
100-3810-30-512401	401A RETIREMENT	1,009	7,578	13,048	58.08 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	421	2,103	5,437	38.67 %
100-3810-30-512600	UNEMPLOYMENT TAX	10	84	109	76.70 %
100-3810-30-512700	WORKERS' COMPENSATION	-	241	217	111.22 %
Salaries & Benefits		15,649	93,789	146,048	64.22 %
100-3810-30-521200	PROFESSIONAL SERVICES	-	195,000	260,000	75.00 %
100-3810-30-521300	TECHNICAL SERVICES	1,567	7,220	8,200	88.05 %
100-3810-30-522210	REP & MAINT-EQUIPMENT	225	2,016	5,000	40.32 %
100-3810-30-523200	COMMUNICATIONS	287	2,304	2,400	96.00 %
100-3810-30-523500	TRAVEL	-	-	5,500	- %
100-3810-30-523700	EDUCATION/TRAINING	-	-	1,000	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	5,306	5,447	30,000	18.16 %
100-3810-30-531102	EMERGENCY EVENT RESPONSE	-	1,287	100,000	1.29 %
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	-	523,313	675,000	77.53 %
100-3810-30-579000	CONTINGENCY	-	-	50,000	- %
Operations & Capital		7,385	736,586	1,165,600	63.19 %
TOTAL EMERGENCY MANAGEMENT		23,034	830,375	1,311,648	63.31 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	233,184	1,840,216	2,966,437	62.03 %
100-4100-40-511110	BONUSES	51,475	51,475	55,425	92.87 %
100-4100-40-512101	HEALTH INSURANCE	39,594	274,057	392,236	69.87 %
100-4100-40-512102	DISABILITY INSURANCE	1,095	8,075	19,410	41.60 %
100-4100-40-512103	DENTAL INSURANCE	1,911	13,946	22,123	63.04 %
100-4100-40-512104	LIFE INSURANCE	2,159	15,877	22,526	70.48 %
100-4100-40-512200	SOCIAL SECURITY	16,998	111,834	183,919	60.81 %
100-4100-40-512300	MEDICARE	3,975	26,465	43,013	61.53 %
100-4100-40-512401	401A RETIREMENT	26,243	187,949	355,972	52.80 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	10,239	81,490	148,322	54.94 %
100-4100-40-512600	UNEMPLOYMENT TAX	875	3,120	3,200	97.51 %
100-4100-40-512700	WORKERS' COMPENSATION	-	45,459	35,597	127.71 %
Salaries & Benefits		387,748	2,659,965	4,248,180	62.61 %
100-4100-40-521200	PROFESSIONAL SERVICES	-	-	70,000	- %
100-4100-40-521300	TECHNICAL SERVICES	-	188,167	283,426	66.39 %
100-4100-40-522230	REP & MAINT-VEHICLES	441	9,774	18,000	54.30 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	20,785	27,984	75,000	37.31 %
100-4100-40-522260	GUARDRAIL MAINTENANCE	7,938	31,563	35,000	90.18 %
100-4100-40-522270	SIDEWALK MAINTENANCE	30,072	74,265	75,000	99.02 %
100-4100-40-522280	FIBER MAINTENANCE	-	1,500	75,000	2.00 %
100-4100-40-523200	COMMUNICATIONS	2,905	22,070	44,444	49.66 %
100-4100-40-523500	TRAVEL	364	2,255	17,500	12.88 %
100-4100-40-523600	DUES & FEES	438	3,844	7,000	54.92 %
100-4100-40-523700	EDUCATION/TRAINING	1,895	11,263	25,000	45.05 %
100-4100-40-523900	CONTRACTUAL SERVICES	231,203	2,446,549	5,190,000	47.14 %
100-4100-40-523900 REMVL	CONTRACTUAL SERVICES	19,401	152,546	350,000	43.58 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	1,782	7,232	64,000	11.30 %
100-4100-40-531235	STREET LIGHTS	124,530	858,764	1,575,000	54.52 %
100-4100-40-531270	GASOLINE	2,071	22,056	45,000	49.01 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	-	8,314	41,000	20.28 %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	-	5,000	- %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	-	64,246	200,000	32.12 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	351	2,385	33,000	7.23 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	22,804	125,422	300,000	41.81 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	624	41,941	41,000	102.30 %
100-4100-40-531750	UNIFORMS	(104)	7,833	8,400	93.25 %
100-4100-40-542100	MACHINERY & EQUIPMENT	-	88,700	125,000	70.96 %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	-	84,165	175,000	48.09 %
100-4100-40-579000	CONTINGENCIES	-	-	200,000	- %
Operations & Capital		467,500	4,282,838	9,077,770	47.18 %
TOTAL PUBLIC WORKS		855,248	6,942,803	13,325,950	52.10 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	11,114	92,006	138,795	66.29 %
100-4900-10-511110	BONUSES	3,825	3,825	4,275	89.47 %
100-4900-10-512101	HEALTH INSURANCE	1,161	12,041	11,643	103.41 %
100-4900-10-512102	DISABILITY INSURANCE	38	307	1,142	26.87 %
100-4900-10-512103	DENTAL INSURANCE	46	452	563	80.37 %
100-4900-10-512104	LIFE INSURANCE	79	628	1,032	60.89 %
100-4900-10-512200	SOCIAL SECURITY	895	5,660	8,605	65.77 %
100-4900-10-512300	MEDICARE	209	1,324	2,013	65.75 %
100-4900-10-512401	401A RETIREMENT	1,330	10,005	16,655	60.07 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	554	4,543	6,940	65.46 %
100-4900-10-512600	UNEMPLOYMENT TAX	71	164	694	23.56 %
100-4900-10-512700	WORKERS' COMPENSATION	-	313	278	112.46 %
Salaries & Benefits		19,323	131,267	192,635	68.14 %
100-4900-10-521200	PROFESSIONAL SERVICES	13,092	88,081	130,000	67.75 %
100-4900-10-521300	TECHNICAL SERVICES	-	19,414	20,000	97.07 %
100-4900-10-523200	COMMUNICATIONS	78	627	1,000	62.68 %
100-4900-10-523700	EDUCATION/TRAINING	-	-	1,500	- %
100-4900-10-531100	GENERAL SUPPLIES & MATLS	-	1,029	3,500	29.41 %
100-4900-10-531270	GASOLINE	-	-	10,000	- %
100-4900-10-531750	UNIFORMS	-	-	500	- %
Operations & Capital		13,171	109,152	166,500	65.56 %
TOTAL FLEET MANAGEMENT		32,493	240,418	359,135	66.94 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	69,079	596,748	934,469	63.86 %
100-6110-50-511110	BONUSES	22,900	22,900	27,675	82.75 %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	19,382	142,314	250,000	56.93 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	9,110	80,650	145,000	55.62 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	1,619	13,674	95,000	14.39 %
100-6110-50-512101	HEALTH INSURANCE	9,709	65,447	142,280	46.00 %
100-6110-50-512102	DISABILITY INSURANCE	149	1,696	7,421	22.86 %
100-6110-50-512103	DENTAL INSURANCE	376	2,830	6,903	40.99 %
100-6110-50-512104	LIFE INSURANCE	345	3,508	7,987	43.92 %
100-6110-50-512200	SOCIAL SECURITY	7,307	50,475	57,937	87.12 %
100-6110-50-512300	MEDICARE	1,709	12,060	13,550	89.00 %
100-6110-50-512401	401A RETIREMENT	8,216	59,205	112,136	52.80 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	3,423	27,201	46,723	58.22 %
100-6110-50-512600	UNEMPLOYMENT TAX	635	2,268	2,500	90.71 %
100-6110-50-512700	WORKERS' COMPENSATION	1,140	25,121	18,689	134.42 %
Salaries & Benefits		155,101	1,106,098	1,868,270	59.20 %
100-6110-50-521300	TECHNICAL SERVICES	-	15,843	14,818	106.92 %
100-6110-50-522100	CLEANING SERVICES	12,200	76,425	110,000	69.48 %
100-6110-50-522220	REP & MAINT-BUILDINGS	231	12,665	10,000	126.65 %
100-6110-50-522230	REP & MAINT-VEHICLES	2,270	11,928	8,000	149.10 %
100-6110-50-522240	REP & MAINT-PARKS	40,785	396,205	443,000	89.44 %
100-6110-50-523200	COMMUNICATIONS	1,067	8,875	17,005	52.19 %
100-6110-50-523300	ADVERTISING	900	8,061	10,000	80.61 %
100-6110-50-523500	TRAVEL	765	1,758	7,000	25.11 %
100-6110-50-523600	DUES & FEES	325	2,937	5,000	58.73 %
100-6110-50-523700	EDUCATION/TRAINING	498	1,747	6,000	29.12 %
100-6110-50-523900	CONTRACTUAL SERVICES	54,996	402,921	850,000	47.40 %
100-6110-50-523950	MERCHANT SVCS CHARGES	2,143	10,460	12,500	83.68 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	105	4,119	8,000	51.48 %
100-6110-50-531102	PROGRAM SUPPLIES	6,174	40,477	70,000	57.82 %
100-6110-50-531210	WATER	1,762	26,200	66,500	39.40 %
100-6110-50-531220	NATURAL GAS	1,689	9,235	13,500	68.41 %
100-6110-50-531230	ELECTRICITY	14,684	86,168	162,245	53.11 %
100-6110-50-531270	GASOLINE	1,588	13,837	30,000	46.12 %
100-6110-50-531300	HOSPITALITY	72	777	2,000	38.87 %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	8,297	28,913	50,000	57.83 %
100-6110-50-531750	UNIFORMS	33	2,715	4,000	67.87 %
100-6110-50-541200	SITE IMPROVEMENTS	-	-	50,000	- %
100-6110-50-542100	MACHINERY & EQUIPMENT	-	54,460	112,500	48.41 %
100-6110-50-579000	CONTINGENCIES	-	-	40,000	- %
Operations & Capital		150,582	1,216,726	2,102,068	57.88 %
TOTAL PARKS & RECREATION		305,682	2,322,824	3,970,338	58.50 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	238,979	1,863,902	3,295,772	56.55 %
100-7450-60-511110	BONUSES	48,900	48,900	75,875	64.45 %
100-7450-60-512101	HEALTH INSURANCE	39,592	292,205	585,081	49.94 %
100-7450-60-512102	DISABILITY INSURANCE	742	6,181	25,119	24.60 %
100-7450-60-512103	DENTAL INSURANCE	1,625	11,643	28,636	40.66 %
100-7450-60-512104	LIFE INSURANCE	1,461	12,142	25,978	46.74 %
100-7450-60-512200	SOCIAL SECURITY	17,227	113,450	204,338	55.52 %
100-7450-60-512300	MEDICARE	4,029	26,609	47,789	55.68 %
100-7450-60-512401	401A RETIREMENT	26,036	182,710	395,493	46.20 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	9,817	78,781	164,789	47.81 %
100-7450-60-512600	UNEMPLOYMENT TAX	1,261	3,759	4,000	93.99 %
100-7450-60-512700	WORKERS' COMPENSATION	-	28,470	19,775	143.97 %
Salaries & Benefits		389,667	2,668,751	4,872,645	54.77 %
100-7450-60-521200	PROFESSIONAL SERVICES	10,295	166,885	300,000	55.63 %
100-7450-60-521300	TECHNICAL SERVICES	1,170	124,387	231,500	53.73 %
100-7450-60-522230	REP & MAINT-VEHICLES	2,307	10,456	15,000	69.70 %
100-7450-60-523200	COMMUNICATIONS	2,274	19,205	30,250	63.49 %
100-7450-60-523300	ADVERTISING	2,490	9,060	20,000	45.30 %
100-7450-60-523500	TRAVEL	1,384	6,494	13,000	49.95 %
100-7450-60-523600	DUES & FEES	1,375	5,531	12,000	46.09 %
100-7450-60-523700	EDUCATION/TRAINING	2,987	19,834	20,000	99.17 %
100-7450-60-523900	CONTRACTUAL SERVICES	8,760	82,390	120,000	68.66 %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	617	5,372	16,000	33.58 %
100-7450-60-531270	GASOLINE	2,531	23,153	45,000	51.45 %
100-7450-60-531300	HOSPITALITY	398	6,429	10,000	64.29 %
100-7450-60-531750	UNIFORMS	453	3,419	12,000	28.49 %
100-7450-60-542300	FURNITURE & FIXTURES	-	11,833	39,000	30.34 %
100-7450-60-579000	CONTINGENCIES	-	-	25,000	- %
Operations & Capital		37,041	494,448	908,750	54.41 %
TOTAL COMMUNITY DEVELOPMENT		426,708	3,163,199	5,781,395	54.71 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
<i>ECONOMIC DEVELOPMENT EXPENDITURES</i>					
100-7520-60-511100	SALARIES	12,828	75,519	264,683	28.53 %
100-7520-60-511110	BONUSES	3,000	3,000	2,750	109.09 %
100-7520-60-512101	HEALTH INSURANCE	1,132	6,069	6,897	87.99 %
100-7520-60-512102	DISABILITY INSURANCE	37	198	1,142	17.33 %
100-7520-60-512103	DENTAL INSURANCE	18	138	220	62.55 %
100-7520-60-512104	LIFE INSURANCE	76	406	602	67.41 %
100-7520-60-512200	SOCIAL SECURITY	959	4,733	16,410	28.84 %
100-7520-60-512300	MEDICARE	224	1,107	3,838	28.84 %
100-7520-60-512401	401A RETIREMENT	841	5,215	31,762	16.42 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	350	2,873	13,234	21.71 %
100-7520-60-512600	UNEMPLOYMENT TAX	75	240	1,323	18.14 %
100-7520-60-512700	WORKERS' COMPENSATION	-	773	529	146.13 %
Salaries & Benefits		19,540	100,271	343,390	29.20 %
100-7520-60-521205	PROF SVCS-OTHER	9,400	22,765	175,000	13.01 %
100-7520-60-523200	COMMUNICATIONS	86	515	1,104	46.66 %
100-7520-60-523300	ADVERTISING	-	4,100	29,778	13.77 %
100-7520-60-523500	TRAVEL	-	708	4,164	17.01 %
100-7520-60-523600	DUES & FEES	496	11,332	25,597	44.27 %
100-7520-60-523700	EDUCATION/TRAINING	250	780	6,200	12.58 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	-	183	500	36.66 %
100-7520-60-531300	HOSPITALITY	591	2,686	37,897	7.09 %
Operations & Capital		10,822	43,069	280,240	15.37 %
TOTAL ECONOMIC DEVELOPMENT		30,362	143,340	623,630	22.98 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	17,582	139,977	210,549	66.48 %
100-9000-90-582300	NOTE INTEREST EXPENSE	2,029	16,909	24,781	68.23 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	1,850,732	15,455,853	22,858,780	67.61 %
100-9000-90-611352	TRANSFER OUT TO FLEET	335,807	2,686,453	4,029,680	66.67 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	4,687,836	13,626,020	34.40 %
100-9000-90-611555	TRANSFER OUT TO ARTS CENTER	-	-	1,739,477	- %
100-9000-90-611561	XFER OUT TO STORMWATER	158,750	1,270,000	1,905,000	66.67 %
Operations & Capital		2,364,899	24,257,029	44,394,287	54.64 %
	TOTAL TRANSFERS	2,364,899	24,257,029	44,394,287	54.64 %
	TOTAL EXPENDITURES	\$9,505,893	\$79,503,245	\$136,154,936	58.39 %
GENERAL FUND - 100		\$4,010,675	\$20,678,562	(\$26,464,516)	(78.14%)

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	2,319	31,150	10,000	311.50 %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	3,625	127,312	125,000	101.85 %
	TOTAL FINES & FORFEITURES	5,944	158,462	135,000	117.38 %
	TOTAL REVENUES	\$5,944	\$158,462	\$135,000	117.38 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	-	-	5,000	- %
210-3210-30-523700	EDUCATION/TRAINING	-	19,000	4,500	422.22 %
210-3210-30-531100	GENERAL OPERATING SUPPLIES	-	124	-	- %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	-	17,808	175,000	10.18 %
210-3210-30-531750	UNIFORMS	19,966	21,469	-	- %
210-3210-30-542200	MOTOR VEHICLES	-	60,270	-	- %
	TOTAL POLICE	19,966	118,672	184,500	64.32 %
	TOTAL EXPENDITURES	\$19,966	\$118,672	\$184,500	64.32 %
CONFISCATED ASSET FUND - 210		(\$14,022)	\$39,791	(\$49,500)	(80.39%)

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
215-0000-30-342500	ALL REVENUE	358,052	2,070,891	3,000,000	69.03 %
	TOTAL CHARGES & FEES	358,052	2,070,891	3,000,000	69.03 %
	TOTAL REVENUES	\$358,052	\$2,070,891	\$3,000,000	69.03 %
EMERGENCY MANAGEMENT EXPENDITURES					
215-3810-30-572000	PAYMENTS TO OTHER AGENCIES	358,052	2,070,891	3,000,000	69.03 %
	TOTAL EMERGENCY MANAGEMENT	358,052	2,070,891	3,000,000	69.03 %
	TOTAL EXPENDITURES	\$358,052	\$2,070,891	\$3,000,000	69.03 %
E911 FUND - 215		\$-	\$-	\$-	- %

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	13,884	174,920	600,000	29.15 %
	TOTAL CHARGES & FEES	13,884	174,920	600,000	29.15 %
	TOTAL REVENUES	\$13,884	\$174,920	\$600,000	29.15 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-511100	SALARIES	5,385	31,135	65,000	47.90 %
220-6240-00-512101	HEALTH INSURANCE	523	2,491	20,395	12.21 %
220-6240-00-512102	DISABILITY INSURANCE	52	205	571	35.92 %
220-6240-00-512103	DENTAL INSURANCE	18	87	1,185	7.31 %
220-6240-00-512104	LIFE INSURANCE	46	238	767	31.04 %
220-6240-00-512200	SOCIAL SECURITY	332	1,792	3,887	46.09 %
220-6240-00-512300	MEDICARE	78	562	909	61.85 %
220-6240-00-512401	401A RETIREMENT	-	1,852	7,524	24.62 %
220-6240-00-512402	401A RETIREMENT-457 MATCH	-	617	3,135	19.69 %
220-6240-00-512600	UNEMPLOYMENT TAX	-	-	75	- %
220-6240-00-512700	WORKERS' COMPENSATION	-	625	650	96.11 %
220-6240-00-541200	SITE IMPROVEMENTS	-	-	100,000	- %
	TOTAL TREE FUND EXPENSE	6,434	39,603	204,098	19.40 %
TRANSFERS OUT EXPENDITURES					
220-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	-	355,000	- %
	TOTAL TRANSFERS OUT	-	-	355,000	- %
	TOTAL EXPENDITURES	\$6,434	\$39,603	\$559,098	7.08 %
TREE FUND - 220		\$7,450	\$135,317	\$40,902	330.83 %

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	31,806	880,560	775,000	113.62 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	3,114	94,098	60,000	156.83 %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	11,667	397,285	440,000	90.29 %
	TOTAL CHARGES & FEES	46,586	1,371,943	1,275,000	107.60 %
	TOTAL REVENUES	\$46,586	\$1,371,943	\$1,275,000	107.60 %
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		\$46,586	\$1,371,943	\$-	- %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	10,303	57,790	-	- %
	TOTAL INVESTMENT INCOME	10,303	57,790	-	- %
245-0000-60-331100 CARES	FEDERAL MATCHING GRANTS	-	8,111	8,111	100.00 %
245-0000-60-331100 CDB21	FEDERAL MATCHING GRANTS	-	90,174	90,174	100.00 %
245-0000-60-331100 CDB22	FEDERAL MATCHING GRANTS	-	459,623	550,054	83.56 %
	TOTAL OTHER REVENUES	-	557,909	648,339	86.05 %
	TOTAL REVENUES	\$10,303	\$615,698	\$648,339	94.97 %
CDBG-CARES EXPENDITURES					
245-5500-60-521240 ACT21	PROF SVCS-NON-PROFITS	-	29	29	100.00 %
245-5500-60-521240 ACT22	PROF SVCS-NON-PROFITS	-	8,082	8,082	100.00 %
	TOTAL CDBG-CARES	-	8,111	8,111	100.00 %
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400 AC181	INFRASTRUCTURE	47	1,327	-	- %
245-7450-60-541400 AC182	INFRASTRUCTURE	10,701	202,033	2,381,965	8.48 %
245-7450-60-541400 AC183	INFRASTRUCTURE	-	-	114,078	- %
245-7450-60-541400 AC184	INFRASTRUCTURE	-	-	359,000	- %
245-7450-60-541400 ACT24	INFRASTRUCTURE	-	-	300,000	- %
	TOTAL CDBG	10,749	203,360	3,155,042	6.45 %
CDBG FUND DEBT SERVICE EXPENDITURES					
245-8000-00-581300 ACT19	NOTE PRINCIPAL	-	287,000	287,000	100.00 %
245-8000-00-582300 ACT19	NOTE INTEREST EXPENSE	-	70,186	70,186	100.00 %
	TOTAL CDBG FUND DEBT SERVICE	-	357,186	357,186	100.00 %
	TOTAL EXPENDITURES	\$10,749	\$568,657	\$3,520,339	16.15 %
CDBG FUND - 245		(\$446)	\$47,041	(\$2,872,000)	(1.64%)

**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	391,213	2,767,376	3,500,000	79.07 %
	TOTAL TAXES	391,213	2,767,376	3,500,000	79.07 %
	TOTAL REVENUES	\$391,213	\$2,767,376	\$3,500,000	79.07 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	111,730	790,363	999,600	79.07 %
275-9000-90-611555	TRANSFER OUT TO ARTS CENTER	153,747	1,087,579	1,375,500	79.07 %
275-9000-90-611850	TRANSFER TO HOSPITALITY	125,736	889,435	1,124,900	79.07 %
	TOTAL TRANSFERS	391,213	2,767,376	3,500,000	79.07 %
	TOTAL EXPENDITURES	\$391,213	\$2,767,376	\$3,500,000	79.07 %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	6,064	49,348	75,000	65.80 %
	TOTAL TAXES	6,064	49,348	75,000	65.80 %
	TOTAL REVENUES	\$6,064	\$49,348	\$75,000	65.80 %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	6,064	49,348	75,000	65.80 %
	TOTAL RMVET EXPENDITURES	6,064	49,348	75,000	65.80 %
	TOTAL EXPENDITURES	\$6,064	\$49,348	\$75,000	65.80 %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	FEBRUARY 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	-	-	-	3,887,786	3,887,786
TEI-Spalding@Dalrymple/Trowbridge	TS103	-	-	2,422,873	2,422,873	-
TEI-Roswell@GrogansFerry	TS105	181,183	879,667	4,818,861	4,800,000	(18,861)
TEI-Riverview@Northside	TS106	6,300	27,630	927,200	2,902,748	1,975,549
TEI-SCOOT Upgrade	TS107	-	-	1,484,961	1,484,961	-
TEI-Roswell@Dalrymple	TS108	520	9,833	270,586	2,840,000	2,569,414
TEI-MountParan@PowersFerry	TS110	-	-	346,739	346,739	-
TEI-Spalding@Pitts	TS111	82,333	405,353	827,203	2,818,179	1,990,976
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	-	3,716	1,674,750	1,963,352	288,602
SWP-BrandonMill:MarshCr/LostForest	TS167	-	(489,383)	1,367,419	1,950,728	583,309
SWP-Dalrymple:Princeton/Duncourtney	TS168	20,411	228,777	674,164	759,155	84,991
SWP-DunwoodyClub:Spalding/Fenimore	TS169	-	25,793	1,036,283	1,165,000	128,717
SWP-InterstateN:CityLimit/Northside	TS170	410	486,254	2,644,858	2,646,272	1,414
SWP-Roberts:Northridge/DavisAcademy	TS171	-	-	446,377	446,377	-
SWP-BrandonMill:LostForest/BrandonR	TS172	250	3,200	238,181	2,465,000	2,226,819
JohnsonFerry/MountVernon Efficiency	TS191	72,621	864,156	3,313,420	26,300,000	22,986,580
MountVernon Multiuse Path	TS192	328,492	880,656	3,027,617	13,474,500	10,446,883
Hammond Phase 1 (ROW/Design)	TS193	-	71,928	12,504,958	12,498,000	(6,958)
T-SPLOST Admin Costs	TS999	88,149	593,293	5,347,069	7,550,000	2,202,931
		\$780,669	\$3,990,874	\$45,843,145	\$101,491,298	\$55,648,154
TSPLOST-2016 FUND - 335		(\$780,669)	(\$3,990,874)	\$49,748,154	\$-	(\$49,748,154)

PROJECT DESCRIPTION	PROJ #	FEBRUARY MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		1,769,549	14,128,932	20,180,526	114,680,913	94,500,387
		\$1,769,549	\$14,128,932	\$20,180,526	\$114,680,913	\$94,500,387
INFRASTRUCTURE						
TIER 1 - UNCOMMITTED	S2100	-	-	-	1,153	1,153
OSI-Fiber:RingA	S2101	900	900	900	1,500,000	1,499,100
OSI-Fiber:FireStation#3	S2102	-	-	-	650,000	650,000
OSI-JohnsonFerry@PtreeDunwoody	S2103	-	-	59,555	3,000,000	2,940,445
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-Windsor Gaps	S2161	-	-	209,689	925,000	715,311
PSW-Northland:Landmark/Northland	S2163	-	-	54,320	115,000	60,680
PSW-Evergreen:Greenwood/PtreeDunwoo	S2164	-	-	64,540	355,000	290,460
PSW-Riverside:I285/MtVernon	S2165	-	-	160,675	885,000	724,325
PSW-MtVernon:GlenErrol/500	S2167	-	-	81,780	450,000	368,220
PSW-Hilderbrand:Gym/Roswell	S2168	-	2,887	94,087	520,000	425,913
PSW-Carpenter:345	S2169	-	-	-	85,000	85,000
PSW-MtVernon:DeClaire/LongIsland	S2170	-	-	76,959	215,000	138,041
PSW-Dalrymple:Glencourtney/605	S2171	-	-	-	1,200,000	1,200,000
PSW-Glenridge:Canopy/GlenridgeClose	S2172	-	-	40,300	225,000	184,700
PSW-LongIsland:5910	S2174	-	-	-	75,000	75,000
PSW-Trowbridge:SpaldingTrail/Trowbr	S2175	-	-	70,500	95,000	24,500
PSW-PowersFerry:NewNorthside/6201	S2177	-	-	103,464	385,000	281,536
PSW-Spalding:NesbittFerry/SpaldingL	S2179	-	-	62,140	550,000	487,860
PSW-HolcombBridge:RiverExchange/Spa	S2182	-	-	-	450,000	450,000
PSW-JettFerry:JettFerryCt/Spalding	S2184	310	310	128,983	700,000	571,017
PSW-LakeForest Sidewalk	S2185	-	-	219,711	2,140,000	1,920,289
PSW-MtParan&PowersFerry:Rebel/Carol	S2186	-	-	246,591	2,400,000	2,153,409
Gap Fill Sidewalks	S2188	-	-	154,125	500,000	345,875
PSW-UNASSIGNED	S2189	-	-	-	80,000	80,000
CRL-Hammond Drive Widening	S2193	171,990	1,467,650	4,117,029	35,000,000	30,882,971
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
		\$173,200	\$1,471,746	\$9,148,347	\$114,680,913	\$105,532,566
TSPLOST-2021 FUND - 336		\$1,596,349	\$12,657,185	\$11,032,179	\$-	(\$11,032,179)

PROJECT DESCRIPTION	PROJ #	FEBRUARY MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
CAPITAL CONTINGENCY	C9999	-	-	-	2,470,305	2,470,305
		\$-	\$-	\$-	\$2,470,305	\$2,470,305
FACILITIES						
TROWBRIDGE FACILITY	F0005	-	619	2,163,439	2,260,000	96,561
BACK-UP E911 CALL CENTER	F0007	-	10,306	234,927	350,000	115,073
CULTURAL CENTER	F0008	26,750	41,608	643,652	2,500,000	1,856,348
WAYFINDING SIGNAGE	F2101	35,080	397,112	704,261	1,500,000	795,739
CISTERN IMPROVEMENTS	F2102	-	31,250	242,507	305,000	62,493
CITY CENTER MASTER PLAN UPDATE	F2103	-	56,059	194,144	215,000	20,856
VETERANS PARK	F2104	15,165	847,187	1,405,448	4,536,000	3,130,552
ELECTRIC VEHICLE CHARGING STATIONS	F2201	-	8,395	33,232	75,738	42,506
MT VERNON MULTI PATH CAMERA	F2202	-	4,792	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	17,248	20,000	2,752
FACILITIES MAINTENANCE	F2205	10,015	135,911	496,806	1,651,990	1,155,184
ABERNATHY SITE IMP	F2206	-	4,342	45,824	1,000,000	954,176
CITY GREEN STAGE IMP	F2207	-	-	250,169	250,000	(169)
City Springs - Box Office	F2301	-	-	30,417	56,105	25,688
City Springs - Artificial Turf	F2302	-	-	46,600	350,000	303,400
City Springs - Electrical	F2303	-	-	29,650	50,000	20,350
Facilities Maint - City Springs	F2304	-	-	-	120,400	120,400
Temp Fire Station 1	F2305	5,647	58,580	87,914	500,000	412,086
FIREFIGHTER TURN OUT GEAR	FD221	8,007	133,875	320,709	346,000	25,291
RADIO MCT FIRE TRUCKS	FD222	-	-	34,883	35,800	917
FIRE DEPARTMENT STRATEGIC PLAN	FD223	-	-	-	25,000	25,000
ADMIN VEHICLES	FD224	-	297,912	349,664	350,000	336
FIRE DEPT RADIOS	FD225	-	(463,901)	628,082	629,180	1,099
Alerting System (WestNet)	FD231	-	21,133	21,133	202,000	180,867
FIRE EQUIPMENT REPLACEMENT	FD232	-	-	49,807	50,000	193
LUCAS Devices	FD233	-	66,200	66,200	75,000	8,800
Monitor Defibrillators	FD234	-	10,000	10,000	150,000	140,000
Technical Rescue Tools	FD235	-	-	42,573	55,000	12,427
Knox Box Replacement	FD236	-	29,750	29,750	35,000	5,250
		\$100,665	\$1,708,379	\$8,186,859	\$17,739,213	\$9,552,355
CITY CENTER						
LAND ACQUISITION & DEMOLITION	CC001	-	1,501,257	35,630,536	35,740,213	109,677
UTILITIES RELOCATION	CC006	-	-	4,582,354	6,194,555	1,612,201
SANDY SPRINGS CIRCLE PHASE 2	CC010	-	2,548	6,985,429	7,887,570	902,141
		\$-	\$1,503,805	\$47,198,319	\$49,822,338	\$2,624,019
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	95	81,969	322,382	290,413	(31,969)
INDOOR ART PROGRAM	A0002	-	-	5,000	100,000	95,000
PAY AND COMP STUDY IMPLEMENTATION	A2201	-	-	-	800,000	800,000
		\$95	\$81,969	\$327,382	\$1,190,413	\$863,031
CM221						
ORGANIZATIONAL LEADERSHIP DEV	CM221	-	-	-	37,500	37,500
		\$-	\$-	\$-	\$37,500	\$37,500
I2202						
NETWORK HARDWARE REPLACEMENT	I2202	-	357,351	514,722	555,000	40,278
		\$-	\$357,351	\$514,722	\$555,000	\$40,278
V2201						
FLEET ELECTRIC VEHICLES	V2201	-	2,421	227,499	380,260	152,761
		\$-	\$2,421	\$227,499	\$380,260	\$152,761

PROJECT DESCRIPTION	PROJ #	FEBRUARY MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	-	29,627	2,084,930	8,406,826	6,321,896
CHATTAHOOCHEE RIVER BRIDGE	T0035	-	-	143,566	1,060,000	916,434
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	-	7,872	1,669,290	1,937,354	268,064
CITY CENTER TRANSPORTATION NETWORK	T0058	10,716	82,501	3,738,409	5,115,000	1,376,591
BIKE/PED/TRAIL DESIGN & IMPLEM	T0060	400	728,873	2,407,031	5,946,919	3,539,888
NORTH END REVITALIZATION	T0063	-	-	673,799	1,550,000	876,201
PEACHTREE @ TELFORD IMPROVEMENT	T0064	352,837	733,870	2,243,244	2,310,937	67,693
SIGNAL PREEMPTION EMERG RESPONSE	T0065	-	-	778,504	780,000	1,496
SR140 HOLCOMB @ SPALDING ROW	T0066	100	108,999	124,799	450,000	325,201
MT VERNON @ DUPREE SIGNAL	T0067	-	32,129	329,511	350,000	20,489
TRANSPORTATION MASTER PLAN	T0068	-	-	345,500	350,000	4,500
PEACHTREE-DUNWOODY@WINDSOR	T0069	7,979	186,954	1,006,376	1,400,000	393,624
ACCESS MANAGEMENT PLAN	T0070	-	94,138	405,168	420,000	14,832
NORTH END ROSWELL ROAD BOULEVARD	T0071	3,165	24,934	144,730	200,000	55,270
WATER RELIABILITY PROGRAM	T2000	-	7,869	822,277	1,000,000	177,723
PCID – PTD/LAKE HEARN MULTIMODAL	T2208	-	300	300	5,225,000	5,224,700
I285 ROSWELL RD INNOVATIVE INTERSEC	T2209	-	-	-	150,000	150,000
BRT JOINT FEASIBILITY STUDY	T2210	-	-	-	50,000	50,000
BRIDGE IMPROVEMENTS	T2212	-	10,601	100,000	100,000	-
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	850,900	850,900	1,600,000	749,100
Roswell@LakePlacid	T2308	-	-	-	225,000	225,000
PAVEMENT MANAGEMENT PROGRAM	T3000	1,921	1,635,340	66,392,830	67,007,358	614,528
CITY BEAUTIFICATION PROGRAM	T4000	-	3,400	221,512	912,572	691,060
SIDEWALK PROGRAM	T6000	-	35,728	10,315,838	10,630,500	314,662
INTERSECTIONS & OPERATIONAL	T7000	39,834	156,369	6,679,765	7,866,048	1,186,283
GUARDRAIL REPLACEMENT PROGRAM	T7500	-	94,452	769,668	1,584,150	814,482
UNDERGROUND UTILITY PROGRAM	T8000	-	-	76,684	500,000	423,316
LAKE FORREST DAM MAINTENANCE	T9000	-	28,415	1,756,676	3,554,882	1,798,206
BRIDGE & DAM MAINTENANCE	T9100	-	-	2,310,864	2,320,000	9,136
TRAFFIC MANAGEMENT PROGRAM	T9500	48,638	534,431	7,567,052	7,904,238	337,186
TMC Fiber Program	T9510	-	4,163	4,163	300,000	295,838
Public Safety Building Fiber	T9520	3,665	14,745	151,290	500,000	348,710
TRAFFIC CALMING	T9600	-	19,916	345,836	429,823	83,987
		\$474,529	\$5,426,527	\$114,460,511	\$143,266,606	\$28,806,095

PROJECT DESCRIPTION	PROJ #	FEBRUARY 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	-	144,857	4,584,783	4,958,981	374,198
MORGAN FALLS OVERLOOK PARK	P0009	-	138,710	4,361,827	4,365,033	3,206
CROOKED CREEK PARK	P0020	-	4,620	446,878	523,607	76,729
ISON SPRINGS ELEMENTARY (IGA)	P0025	-	21,974	256,814	256,815	-
CITY TRAIL CONSTRUCTION	P0028	-	46,351	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	153,932	406,164	7,816,192	9,030,000	1,213,808
TRAIL ROW ACQUISITION	P2202	-	2,000	10,000	500,000	490,000
SANDY SPRINGS MIDDLE SCHOOL IGA	P2203	-	26,489	110,313	110,000	(313)
RIDGEVIEW MIDDLE SCHOOL IGA	P2204	-	-	-	75,000	75,000
NANCY CREEK STREAM RESTORATION	P2205	24,200	138,300	777,000	795,000	18,000
SUSTAINABILITY PLAN/POLICY	P2206	-	-	-	75,000	75,000
TREE FUND INVASIVE SPECIES REMOVAL	P2207	-	24,307	64,716	70,000	5,284
TREE FUND TREES ATLANTA PARTNERSHIP	P2208	-	5,000	107,450	180,000	72,550
TREE FUND CAPITAL PROJECTS	P2209	-	36,505	197,875	239,000	41,125
TREE FUND SURVEYS	P2210	-	10,000	34,000	30,000	(4,000)
TREE FUND MAINTENANCE	P2211	5,000	46,785	67,705	112,000	44,295
OLD RIVERSIDE MASTER PLAN	P2212	-	17,852	31,895	93,446	61,551
ALLEN ROAD PARK MASTER PLAN	P2213	-	14,330	32,920	100,000	67,080
HAMMOND PARK FACILITY MASTER PLAN	P2214	-	-	-	100,000	100,000
ABERNATHY S GREENWAY STREAM BANK	P2215	175	36,995	55,350	150,000	94,650
MORGAN FALLS ATHLETIC IMP	P2216	13,793	69,129	1,340,600	1,500,000	159,400
Tree Fund Education	P2301	-	1,514	1,514	20,000	18,486
Tree Fund Pilot Projects	P2302	-	-	-	35,000	35,000
POLICE EQUIPMENT	PD221	-	-	169,767	195,520	25,753
MOTOROLA RADIO REPLACEMENTS	PD222	-	86,664	212,158	260,000	47,842
SWAT TRUCK	PD223	-	-	465,743	500,000	34,257
FLOCK CAMERAS	PD224	-	-	118,125	120,000	1,875
AED DEVICES	PD225	-	5,670	149,940	150,000	60
Ballistic Helmet Replacement	PD231	1,755	20,999	20,999	21,000	1
K9 Replacement	PD232	-	-	-	15,500	15,500
Speed Trailers	PD233	-	-	-	10,000	10,000
Forensic Workstation	PD234	-	19,599	19,599	20,000	401
		\$198,855	\$1,324,815	\$35,800,086	\$41,351,072	\$5,550,986
C CD221						
NEXT TEN 5YR UPDATE	CD221	-	18,543	140,935	158,000	17,065
		\$-	\$18,543	\$140,935	\$158,000	\$17,065
C CD231						
Citywide Design Guideline	CD231	-	-	-	150,000	150,000
		\$-	\$-	\$-	\$150,000	\$150,000
C CD232						
Crossroads Small Area Plan	CD232	52,894	63,394	219,250	227,000	7,750
		\$52,894	\$63,394	\$219,250	\$227,000	\$7,750
I IT231						
Workstation replace/upgrade	IT231	47,827	189,145	239,034	242,295	3,260
		\$47,827	\$189,145	\$239,034	\$242,295	\$3,260
CAPITAL PROJECTS FUND - 351		\$874,864	\$10,676,349	\$207,314,596	\$257,590,001	\$50,275,405

**FLEET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
352-0000-90-391100	TRANSFER IN FROM GENERAL FUND	335,807	5,686,453	7,029,680	80.89 %
	TOTAL OTHER FINANCING SOURCES	335,807	5,686,453	7,029,680	80.89 %
	TOTAL REVENUES	\$335,807	\$5,686,453	\$7,029,680	80.89 %
POLICE CAPITAL EXPENDITURE EXPENDITURES					
352-3210-30-542200 FL234	MOTOR VEHICLES	-	61,405	60,000	102.34 %
352-3210-30-542200 FL235	MOTOR VEHICLES	-	1,093,485	1,500,000	72.90 %
	TOTAL POLICE CAPITAL EXPENDITURE	-	1,154,890	1,560,000	74.03 %
FIRE CAPITAL EXPENDITURE EXPENDITURES					
352-3510-30-542200 FL232	MOTOR VEHICLES	-	29,842	175,820	16.97 %
352-3510-30-542200 FL233	MOTOR VEHICLES	-	1,848,840	1,959,680	94.34 %
	TOTAL FIRE CAPITAL EXPENDITURE	-	1,878,682	2,135,500	87.97 %
PUBWKS CAPITAL EXPENDITURE EXPENDITURES					
352-4100-40-542200 FL236	MOTOR VEHICLES	25,627	25,627	50,000	51.25 %
	TOTAL PUBWKS CAPITAL EXPENDITURE	25,627	25,627	50,000	51.25 %
COMM DEV CAPITAL EXPENDITURE EXPENDITURES					
352-7450-60-542200 FL231	MOTOR VEHICLES	-	107,043	120,000	89.20 %
	TOTAL COMM DEV CAPITAL EXPENDITURE	-	107,043	120,000	89.20 %
TRANSFERS OUT EXPENDITURES					
352-9000-90-579000 FL999	CONTINGENCIES	-	-	3,000,000	- %
352-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	164,180	164,180	100.00 %
	TOTAL TRANSFERS OUT	-	164,180	3,164,180	5.19 %
	TOTAL EXPENDITURES	\$25,627	\$3,330,422	\$7,029,680	47.38 %
FLEET FUND - 352		\$310,180	\$2,356,031	\$-	- %

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	12	750,399	750,272	100.02 %
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	-	40,280,613	41,780,613	96.41 %
360-0000-10-391230	TRANSFER IN FROM STATE GRANTS	-	13,868,305	13,868,305	100.00 %
360-0000-10-391351	TRANSFER IN FROM CAPITAL PROJ	-	23,298,031	23,298,031	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 REVE		12	479,928,755	481,428,629	99.69 %
360-9000-90-381100	CONTINGENT PAYMENT	-	1,519,120	1,519,120	100.00 %
360-9000-90-391100	TRANSFER IN FROM GENERAL FUND	-	62,260,432	70,698,616	88.06 %
360-9000-90-393100	REVENUE BOND PROCEEDS	-	8,299,542	8,299,542	100.00 %
TOTAL PFA OTHER FINANCING USES		-	72,079,094	80,517,278	89.52 %
TOTAL REVENUES		\$12	\$552,007,849	\$561,945,907	98.23 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	309,537	12,030,687	61,818,318	19.46 %
TOTAL PUBLIC FACILITIES - PUB SAF		309,537	12,030,687	61,818,318	19.46 %
PUBLIC FACILITIES - FIRE EXPENDITURES					
360-3510-00-541300 PF003	BUILDINGS	1,000	8,852,363	9,000,000	98.36 %
360-3510-00-541300 PF004	BUILDINGS	38,722	984,552	10,900,000	9.03 %
TOTAL PUBLIC FACILITIES - FIRE		39,722	9,836,915	19,900,000	49.43 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	25	19,296,286	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 CONS		25	226,158,393	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	-	44,206,832	44,223,761	99.96 %
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		-	232,929,640	242,879,271	95.90 %
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		\$349,283	\$492,145,636	\$561,945,907	87.58 %
PUBLIC FACILITIES AUTHORITY - 360		(\$349,271)	\$59,862,213	\$-	- %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
555-0000-55-347500	PRG FEES	-	18,900	20,000	94.50 %
555-0000-51-347600	MEMBERSHIPS	600	6,900	200,000	3.45 %
555-0000-56-347900	TICKET REVENUE	92,450	941,030	1,098,000	85.70 %
555-0000-56-347910	FACILITY RENTALS	45,640	450,012	457,667	98.33 %
555-6196-56-347920	F&B REVENUE	120,351	806,691	551,500	146.27 %
	TOTAL CHARGES & FEES	259,041	2,223,533	2,327,167	95.55 %
555-0000-56-371000	OTHER CONTRIBUTIONS	-	-	309,300	- %
555-0000-90-389900	MISCELLANEOUS INCOME	1,740	45,214	37,500	120.57 %
	TOTAL MISCELLANEOUS	1,740	45,214	346,800	13.04 %
555-0000-90-391100	TRANSFER IN FROM GENERAL FUND	-	-	1,739,477	- %
555-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	153,747	1,087,579	1,375,500	79.07 %
	TOTAL OTHER FINANCING SOURCES	153,747	1,087,579	3,114,977	34.91 %
555-0000-57-336000	SPONSORSHIPS	-	-	50,000	- %
	TOTAL OTHER REVENUES	-	-	50,000	- %
	TOTAL REVENUES	\$414,528	\$3,356,326	\$5,838,944	57.48 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	117,756	885,597	1,751,272	50.57 %
555-6191-51-511110	BONUSES	29,200	29,200	37,750	77.35 %
555-6191-51-511200	PT/TEMP EMPLOYEES	11,505	66,086	85,000	77.75 %
555-6191-51-512101	HEALTH INSURANCE	15,471	97,286	327,002	29.75 %
555-6191-51-512102	DISABILITY INSURANCE	418	2,653	14,272	18.59 %
555-6191-51-512103	DENTAL INSURANCE	700	4,894	19,023	25.73 %
555-6191-51-512104	LIFE INSURANCE	857	5,433	17,254	31.49 %
555-6191-51-512200	SOCIAL SECURITY	9,329	59,241	108,579	54.56 %
555-6191-51-512300	MEDICARE	2,182	13,855	25,393	54.56 %
555-6191-51-512401	401A RETIREMENT	11,340	73,141	210,153	34.80 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	4,725	34,175	87,564	39.03 %
555-6191-51-512600	UNEMPLOYMENT TAX	791	2,633	4,000	65.83 %
555-6191-51-512700	WORKERS' COMPENSATION	-	4,047	3,503	115.52 %
555-6191-51-521200	PROFESSIONAL SERVICES	-	-	20,000	- %
555-6191-51-521300	TECHNICAL SERVICES	3,975	71,224	97,130	73.33 %
555-6191-51-522100	CLEANING SERVICES	1,935	38,138	50,000	76.28 %
555-6191-51-523200	COMMUNICATIONS	1,521	11,833	81,300	14.55 %
555-6191-51-523300	ADVERTISING	-	98,972	200,000	49.49 %
555-6191-51-523350	PROMOTIONS	-	-	47,000	- %
555-6191-51-523400	PRINTING & BINDING	57	229	9,500	2.41 %
555-6191-51-523500	TRAVEL	-	624	8,050	7.75 %
555-6191-51-523600	DUES & FEES	84	4,741	9,660	49.07 %
555-6191-51-523700	EDUCATION/TRAINING	-	976	9,700	10.06 %
555-6191-51-523800	LICENSES	1,361	9,756	8,400	116.15 %
555-6191-51-523900	CONTRACTUAL SERVICES	296	1,277	11,000	11.60 %
555-6191-51-523905	WEBSITE ENHANCEMENTS	-	-	81,300	- %
555-6191-51-523950	MERCHANT SVCS CHARGES	3,441	50,958	44,000	115.81 %
555-6191-51-531100	GENERAL SUPPLIES & MATLS	727	3,001	6,200	48.40 %
555-6191-51-531300	HOSPITALITY	-	1,088	2,000	54.40 %
555-6191-51-531750	UNIFORMS	-	547	11,000	4.97 %
555-6191-51-541200	SITE IMPROVEMENTS	26,170	26,170	-	- %
555-6191-51-542100	MACHINERY & EQUIPMENT	-	7,610	177,000	4.30 %
555-6191-51-542300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-579000	CONTINGENCIES	-	-	40,000	- %
TOTAL ARTS CENTER - ADMINISTRATIO		243,843	1,605,384	3,624,005	44.30 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - THEATRE EXPENDITURES					
555-6192-52-521200	PROFESSIONAL SERVICES	2,166	2,166	100,000	2.17 %
555-6192-52-522220	REP & MAINT-BUILDINGS	4,032	72,314	103,000	70.21 %
555-6192-52-522330	OTHER RENTALS	-	11,042	55,600	19.86 %
555-6192-52-523300	ADVERTISING	1,025	3,650	152,500	2.39 %
555-6192-52-523850	ARTIST FEES	97,031	841,101	1,054,750	79.74 %
555-6192-52-523900	CONTRACTUAL SERVICES	35,568	139,479	129,425	107.77 %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	930	4,618	26,500	17.42 %
555-6192-52-531300	HOSPITALITY	-	1,248	56,800	2.20 %
555-6192-52-531500	COSTS OF GOODS SOLD	23,640	234,495	47,650	492.12 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	185	21,695	72,000	30.13 %
555-6192-52-531700	OTHER SUPPLIES	-	-	4,500	- %
TOTAL ARTS CENTER - THEATRE		164,577	1,331,808	1,802,725	73.88 %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - CONFERENCE CTR EXPENDITURES					
555-6193-53-522220	REP & MAINT-BUILDINGS	-	600	20,000	3.00 %
555-6193-53-523300	ADVERTISING	571	571	15,000	3.81 %
555-6193-53-523900	CONTRACTUAL SERVICES	-	104,293	99,200	105.13 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	7,329	36,891	61,000	60.48 %
555-6193-53-531500	COSTS OF GOODS SOLD	-	-	163,200	- %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	696	3,492	35,000	9.98 %
555-6193-53-531700	OTHER SUPPLIES	72	329	8,000	4.11 %
TOTAL ARTS CENTER - CONFERENCE		8,668	146,175	401,400	36.42 %

GL ACCOUNT	DESCRIPTION	FEBRUARY 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 PR		-	-	90,900	- %

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	5,044	74,740	107,200	69.72 %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	-	1,260	19,600	6.43 %
555-6195-55-531300	HOSPITALITY	-	858	3,800	22.59 %
555-6195-55-531350	SPECIAL EVENTS	6,299	659,319	1,042,516	63.24 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	47,000	- %
TOTAL ARTS CENTER - SPECIAL EVEN		11,344	736,178	1,220,116	60.34 %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY 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	\$428,431	\$3,819,545	\$7,297,146	52.34 %
CREATE SANDY SPRINGS - 555		(\$13,904)	(\$463,219)	(\$1,458,202)	31.77 %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	158,750	16,265,000	16,900,000	96.24 %
	TOTAL OTHER FINANCING SOURCES	158,750	16,265,000	16,900,000	96.24 %
	TOTAL REVENUES	\$158,750	\$16,265,000	\$16,900,000	96.24 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	5,759	1,344,870	1,550,696	86.73 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	-	60,487	140,487	43.06 %
561-4250-40-541450	STORMWATER IMPROVEMENT	138,808	10,288,715	11,705,587	87.90 %
561-4250-40-541450 MABRY	STORMWATER IMPROVEMENT	-	1,556,996	1,556,996	100.00 %
	TOTAL STORMWATER CAPITAL MAINT	144,568	13,251,068	14,953,766	88.61 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	7,200	246,949	243,617	101.37 %
561-4320-40-522240	REP & MAINT-OTHER	3,021	1,183,441	1,373,026	86.19 %
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	10,221	1,657,261	1,843,614	89.89 %
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	\$154,788	\$15,478,329	\$17,367,379	89.12 %
STORMWATER FUND - 561		\$3,962	\$786,671	(\$467,379)	(168.32%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 08, FEBRUARY FY 2023**

04/04/2023

GL ACCOUNT	DESCRIPTION	FEBRUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
840-0000-10-389000	CONTRACT PAYMENTS	-	1,306,778	182,700	715.26 %
	TOTAL MISCELLANEOUS	-	1,306,778	182,700	715.26 %
	TOTAL REVENUES	\$-	\$1,306,778	\$182,700	715.26 %
DEVELOPMENT AUTHORITY EXPENDITURES					
840-1595-10-523100	PROPERTY & LIABILITY INS	-	-	2,000	- %
840-1595-10-523600	DUES & FEES	60	300	500	60.00 %
	TOTAL DEVELOPMENT AUTHORITY	60	300	2,500	12.00 %
TRANSFERS EXPENDITURES					
840-9000-90-611100	TRANSFER TO GENERAL FUND	-	1,306,778	182,700	715.26 %
	TOTAL TRANSFERS	-	1,306,778	182,700	715.26 %
	TOTAL EXPENDITURES	\$60	\$1,307,078	\$185,200	705.77 %
DEVELOPMENT AUTHORITY - 840		(\$60)	(\$300)	(\$2,500)	12.00 %