



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, June 20, 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. 2023-180 Meeting Minutes

June 6, 2023 City Council Work Session

June 6, 2023 City Council Meeting

June 12, 2023 City Council Special Called Meeting

B. 2023-181 Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 395 Johnson Ferry Road in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID #17-0071-0001-017-1); TS-191 Johnson Ferry/Mt. Vernon Highway at Roswell Road Intersection Improvements Project

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

C. 2023-182 Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 400 Mt. Vernon Highway in Land Lot 71 of the 17th District,

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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SANDY SPRINGS

GEORGIA

City of Sandy Springs (Tax ID #17-0071-0004-030-1); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Intersections Improvements Project
(Presented by William H. Martin, Jr. AIA Public Works Director)

- D. **2023-183** Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 359 Johnson Ferry Road in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID #17-0071-0001-007-2); TS-191 Johnson Ferry/Mt. Vernon Highway at Roswell Road Intersection Improvements Project
(Presented by William H. Martin, Jr. AIA Public Works Director)

VII. Presentations

VIII. Public Hearing

- A. **2023-184** FY2024 Budget - Second and Final Public Hearing and Adoption
(Presented by)
- B. **2023-185** ABL #101108
Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for Buon Fornello LLC d/b/a Buon Fornello LLC – 1100 Hammond Drive, Sandy Springs GA 30328. Applicant is Giacomo Lazzano for Retail/Package and Consumption on the Premises of Wine and Malt Beverages.
(Presented by Toni Carlisle, Chief Financial Officer)

IX. New Business

- A. **2023-186** Request for Mayor and City Council Consideration to Award a Memorandum of Understanding to Friends of Lost Corner, Inc. for programming at the Lost Corner Preserve.
(Presented by Michael Perry, Director of Recreation and Parks)
- B. **2023-187** Request for Mayor and City Council Consideration to Approve a Task Order for Call Center Services and to Authorize the City Manager to Execute the Same
(Presented by Andrew Allison, Communications Director)
- C. **2023-188** Request for Mayor and City Council Consideration of Approval of the City of Sandy Springs General Liability Insurance Renewal for FY 2024
(Presented by Jennifer Emery, Human Resources Director)
- D. **2023-189** Request for Mayor and City Council Consideration of Approval of a Grant Agreement with the United States Department of Transportation for the Sandy Springs Safety Action Plan As Part of the 2022 Safe Streets and Roads for All

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SANDY SPRINGS

GEORGIA

Program

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

- E. **2023-190** Request for Mayor and City Council Consideration of Approval to Authorize the Mayor to Execute a Project Framework Agreement for Design of the Roswell Road / State Route 9 North End Boulevard Project from Dunwoody Place to Chattahoochee River between Georgia Department of Transportation and the City of Sandy Springs, PI No. 0019793, Fulton County, Georgia; Project S2-105
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- F. **2023-191** Request for Mayor and City Council Consideration of Approval of Supplemental Agreement No. 2 to the Original Project Framework Agreement with the Georgia Department of Transportation for the State Route 400 Multiuse Trail Extension, Project No(s). T-0060 and S2-121 and Georgia Department of Transportation Project No.: PI 0015023
(Presented by William H. Martin, Jr. AIA Public Works Director)
- G. **2023-192** Request for Mayor and City Council Consideration to Approve Task Order 4 Scope of Work and Fee, Heath & Lineback, Inc. for the Georgia State Route 400 Multi-Use Trail Extension Design Project PI# 001523 Fulton County (T0060/S2121) and to Authorize the City Manager to Execute Revised Contract Documents
(Presented by William H. Martin, Jr. AIA Public Works Director)
- H. **2023-193** Request for Mayor and City Council Consideration and Acceptance of a Purchase and Sale Agreement for Property Located at 6029 Kayron Drive in Land Lot 71 of the 17th District of Fulton County, Georgia (Tax Parcel # 17-0071-0003-057-5); associated with the Hammond Drive Widening Project; Project No. S2-193
(Presented by William H. Martin, Jr. AIA Public Works Director)
- I. **2023-194** Request for Mayor and City Council Consideration to Accept a Purchase and Sale Agreement, Right-Of-Way Deed and Temporary Construction Easement for Property Located at 325 Mount Vernon Highway, Sandy Springs, GA (Tax Parcel # 17-0071-0001-039-5); Project No. TS-191
(Presented by Dan Lee, City Attorney)
- J. **2023-195** Request for Mayor and City Council Consideration of Contract Award for Housekeeping Services to American Facilities, Inc. and to Authorize the City Manager to Execute the Contract
(Presented by Dave Wells, Director of Facilities/Capital Construction and Building Operations)
- K. **2023-196** Request for Mayor and City Council Consideration to Approve a Recipient-Subrecipient Agreement with the Georgia Emergency Management

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Agency/Homeland Security for the Public Assistance Program for the Presidential Declaration Designated FEMA-4501-DR-A Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act

(Presented by Keith Sanders, Fire Chief)

X. Reports

A. **2023-197** Mayor and Council Report

B. **2023-198** Staff Reports

1. April 2023 Unaudited Financials

(Presented by Toni Carlisle, Chief Financial Officer)

XI. Executive Session - Real Estate & Litigation

XII. Adjournment

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.

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: May 26, 2023 Submission for the June 20, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 395 Johnson Ferry Road in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID #17-0071-0001-017-1); TS-191 Johnson Ferry/Mt. Vernon Highway at Roswell Road Intersection Improvements Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property is owned by John A. and Donna Bendik and is located at 395 Johnson Ferry Road, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 849.06 square feet of Fee Simple Right of Way and 270.19 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-191 Johnson Ferry/Mt. Vernon Highway at Roswell Road Intersection Improvements Project.

Discussion:

City Staff and the property owner have come to an amicable settlement agreement in the amount of \$87,100.00. The City's appraised fair market value offer was \$71,300.00. The Project will inflict proximity impacts to the remainder property and therefore a diminution in value will occur. The proposed settlement takes into consideration this diminution of value and will also allow the City to acquire the required property rights while maintaining the project schedule. Therefore, this agreement is considered reasonable, and Staff recommends Council acceptance and approval of the agreement.

Financial Impact:

Sufficient funds are available for this acquisition in Project TS-191 Johnson Ferry/Mt. Vernon Highway at Roswell Road Intersection Improvements Project.

Alternatives:

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

Review:

Karen Lugassy, Executive Assistant

Created/Initiated - 6/7/2023

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

Approved - 6/7/2023
Approved - 6/7/2023
Approved - 6/8/2023
Approved - 6/8/2023
Final Approval - 6/16/2023

Attachments:

1. Aerial Map
2. GIS Map
3. Agreement to Purchase FS ROW.TCE.395 JFR.Bendik
4. Resolution FS ROW and TCE. 395 JFR.Bendik



Map Size: 8.5x11 (LETTER)



FULTON
COUNTY
7 of 363
Prepared by the Fulton County
Geographic Information System



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



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

STATE OF GEORGIA, FULTON COUNTY

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

Those specified rights through that tract or parcel of land located in Land Lot 71 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "C", pg.1 & 2, Exhibit "A" and "B", attached hereto and made a part hereof by reference.

For the sum of **\$87,100.00**, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title and/or easements to the lands owned by the undersigned as reflected on the attached Exhibit "C", pg.1 & 2, Exhibit "A" and Exhibit "B".

* * * * *

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

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

849.06 sf
270.19 sf
1

Fee Simple Right of Way
Temporary Construction Easement
Temporary Driveway Easement

- 3) Any and all Temporary Construction and/or Driveway Easement(s) granted herein shall commence upon the City's use of these Easements for construction of the TS-191 Project, and shall terminate three years from the commencement of the City's use of these Easements; or upon the completion and City's final acceptance of the TS-191 Project, whichever date shall first occur.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) This Agreement shall not be binding until approved by the City Council of Sandy Springs, Georgia
- 6) Special Provisions, if any, are listed on Exhibit "C", which will be attached hereto and incorporated herein by reference.

Witness my hand and seal this 20th day of May, 2023.

Signed, Sealed and Delivered in the presence of:

Robert Holloway
Unofficial Witness

John A. Bendik (SEAL)
JOHN A. BENDIK

Notary Public

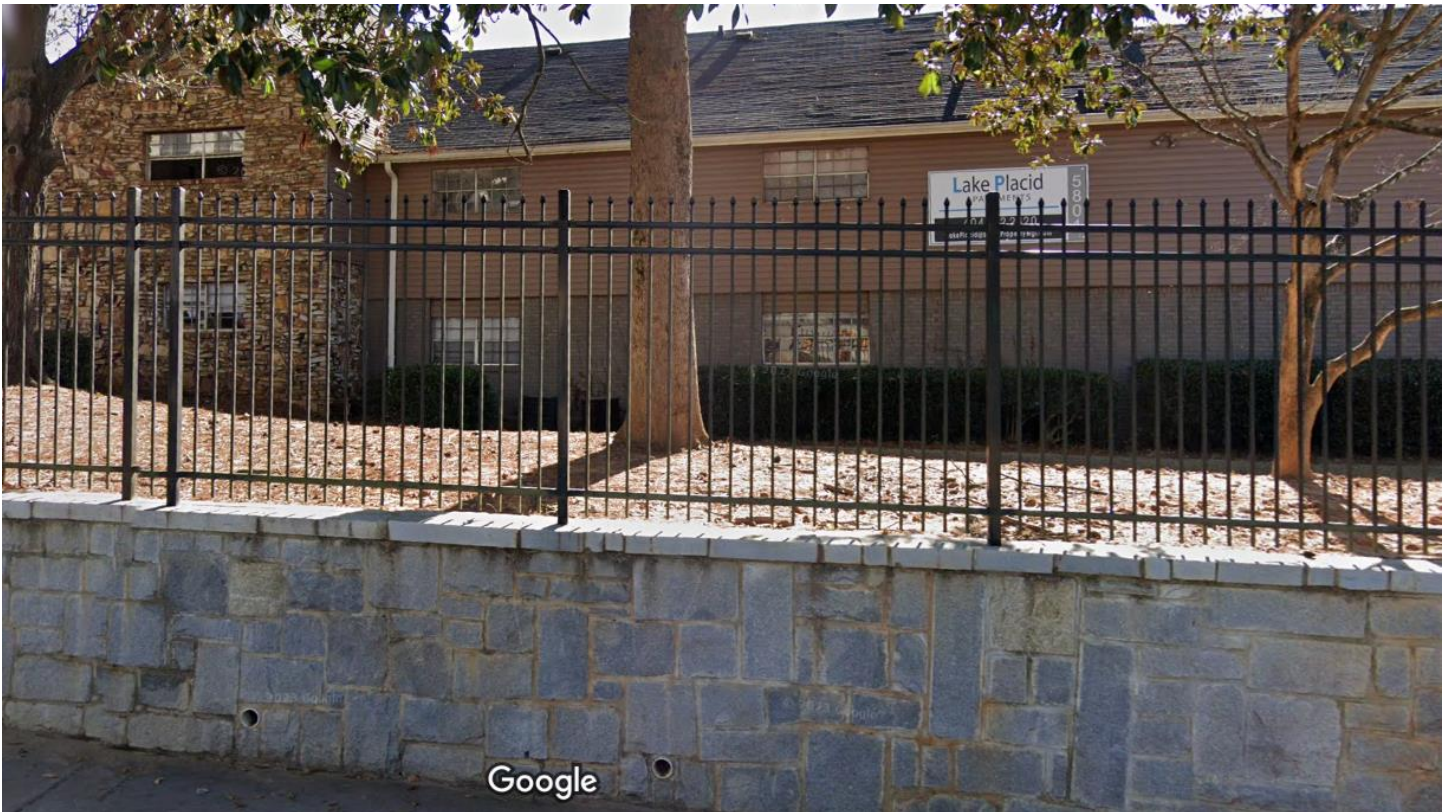
Donna Bendik (SEAL)
DONNA BENDIK

EXHIBIT "C"
SPECIAL STIPULATIONS
PAGE 1 of 2

1. The existing Sweet Gum Tree & the Red Maple Tree located inside of the Temporary Construction Easement will be completely removed & their roots ground down below the surrounding grade.
2. The Proposed retaining wall that will be constructed across the frontage of the 395 Johnson Ferry Rd. NE/Bendik property will include a City Standard Granite Stone facing.
3. The City will construct a City Standard fence on top of the proposed retaining wall that will stretch across the frontage of the 395 JFR/Bendik property (see example on page 2 of Exhibit "C").
4. The City will construct an approximate 16% to just under 17% grade residential driveway at 395 Johnson Ferry Rd. NE/Bendik property.
5. The Construction Plan Sheets associated with these stipulations will be revised accordingly and added to the Bid Set provided to the Contractor.

EXHIBIT "C"
SPECIAL STIPULATIONS
PAGE 2 of 2

The proposed fence on top of the proposed retaining wall will look similar to this example. NOTE: This photo is not an exact scale of the proposed wall and fence across the 395 Johnson Ferry Rd. NE/Bendik property.



ANY REFERENCE TO MOUNT VERNON FOR PARCELS
13, 14, 17-19, 36, 32, 34, 38-43, SHOULD BE REPLACED WITH JOHNSON FERRY.

17E
N/F
FULTON COUNTY
SEE SHEETS 14,16,28



STATE OF GEORGIA	
DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
PROJECT NO: TS-191	DRAWING No. 60-0025
COUNTY: FULTON	
LAND LOT NO: 71	
LAND DISTRICT: 121	
GMD	
DATE 12-09-1958 25 OF 35	

36

CONT.

N/F

JOHN H. TAVAKOL & ZAHRA NADERSHAHI
SEE SHEET 25

PARCEL 36	REC'D D/WY.	EASW'T.	DE50130
PNT	OFFSET/	STATION/	ALIGNMENT
DE40245	29.00 R	516+34.75	JOHNSON FERRY ROAD
ARC LENGTH = 3.34			
CHORD BEAR = S 67°17'50.0° E			
LNTH CHORD = 3.34			
RADIUS = 1379.00			
DEGREE = 4°09'17.6°			
DE40420	29.00 R	516+38.02	JOHNSON FERRY ROAD
DE40421	31.00 R	516+39.88	JOHNSON FERRY ROAD
DE40422	31.00 R	516+69.74	JOHNSON FERRY ROAD
DE40423	29.00 R	516+71.60	JOHNSON FERRY ROAD
DE40248	29.00 R	516+75.61	JOHNSON FERRY ROAD
DE40247	50.64 R	516+64.87	JOHNSON FERRY ROAD
DE40246	50.45 R	516+41.55	JOHNSON FERRY ROAD
DE40245	29.00 R	516+34.75	JOHNSON FERRY ROAD
TOTAL REOD R/W = 714.21 SF			
TOTAL TEMP ESW'T = 414.23 SF			
REMAINDER = +/- 0.29 ACRES			

38

N/F

JOHN A & DONNA BENDIK
SEE SHEET 25

PARCEL 38	REC'D R/W	DE50133
PNT	OFFSET/	STATION/
275	20.18 R	518+68.37
276	23.64 R	519+61.93
DE40258	31.00 R	519+61.86
DE40431	30.00 R	519+60.98
ARC LENGTH = 63.31		
CHORD BEAR = N 79°45'32.8° W		
LNTH CHORD = 63.30		
RADIUS = 1380.00		
DEGREE = 4°09'06.7°		
DE40430	30.00 R	518+99.05
DE40429	31.00 R	518+98.13
DE40428	31.00 R	518+72.17
DE40427	30.00 R	518+71.25
DE40257	30.00 R	518+68.61
275	20.18 R	518+68.37
REOD R/W = 849.06 SF		
REOD R/W = 0.019 ACRES		

39

N/F

ELIZABETH & COLLIN GARNER
SEE SHEETS 25, 28

PARCEL 39	REC'D R/W	DE50136
PNT	OFFSET/	STATION/
DE40258	31.00 R	519+61.86
276	23.64 R	519+61.93
274	26.78 R	520+60.17
DE40259	31.00 R	520+59.95
ARC LENGTH = 31.79		
CHORD BEAR = N 84°36'33.5° W		
LNTH CHORD = 31.79		
RADIUS = 1381.00		
DEGREE = 4°08'55.9°		
DE40435	31.00 R	520+28.87
DE40434	30.00 R	520+27.95
ARC LENGTH = 40.04		
CHORD BEAR = N 83°05'03.8° W		
LNTH CHORD = 40.04		
RADIUS = 1380.00		
DEGREE = 4°09'06.7°		
DE40433	30.00 R	519+88.78
DE40432	31.00 R	519+87.86
DE40258	31.00 R	519+61.86
REOD R/W = 598.94 SF		
REOD R/W = 0.014 ACRES		

PARCEL 39	REC'D D/WY.	EASW'T.	DE50137
PNT	OFFSET/	STATION/	ALIGNMENT
DE40258	31.00 R	519+61.86	JOHNSON FERRY ROAD
DE40432	31.00 R	519+87.86	JOHNSON FERRY ROAD
DE40433	30.00 R	519+88.78	JOHNSON FERRY ROAD
ARC LENGTH = 40.04			
CHORD BEAR = S 83°05'03.8° E			
LNTH CHORD = 40.04			
RADIUS = 1380.00			
DEGREE = 4°09'06.7°			
DE40434	30.00 R	520+27.95	JOHNSON FERRY ROAD
DE40435	31.00 R	520+28.87	JOHNSON FERRY ROAD
ARC LENGTH = 31.79			
CHORD BEAR = S 84°36'33.5° E			
LNTH CHORD = 31.79			
RADIUS = 1381.00			
DEGREE = 4°08'55.9°			
DE40259	31.00 R	520+59.95	JOHNSON FERRY ROAD
DE40284	43.21 R	520+59.34	JOHNSON FERRY ROAD
DE40283	53.12 R	520+38.81	JOHNSON FERRY ROAD
DE40281	57.66 R	520+21.52	JOHNSON FERRY ROAD
DE40280	43.40 R	520+19.23	JOHNSON FERRY ROAD
DE40279	43.66 R	519+96.37	JOHNSON FERRY ROAD
DE40277	53.16 R	519+82.96	JOHNSON FERRY ROAD
DE40275	51.91 R	519+65.59	JOHNSON FERRY ROAD
DE40276	43.49 R	519+61.74	JOHNSON FERRY ROAD
DE40258	31.00 R	519+61.86	JOHNSON FERRY ROAD
TOTAL REOD R/W = 598.94 SF			
TOTAL TEMP ESW'T = 0.014 ACRES			
REMAINDER = +/- 0.29 ACRES			

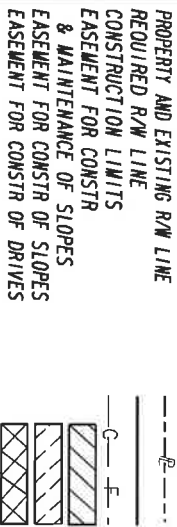
PARCEL 38	REC'D TEMP.	EASW'T.	DE50135
PNT	OFFSET/	STATION/	ALIGNMENT
DE40274	36.00 R	519+13.61	JOHNSON FERRY ROAD
DE40273	30.00 R	519+19.66	JOHNSON FERRY ROAD
ARC LENGTH = 42.24			
CHORD BEAR = S 80°11'47.2° E			
LNTH CHORD = 42.24			
RADIUS = 1380.00			
DEGREE = 4°09'06.7°			
DE40431	30.00 R	519+60.98	JOHNSON FERRY ROAD
DE40258	31.00 R	519+61.86	JOHNSON FERRY ROAD
DE402764	36.00 R	519+61.81	JOHNSON FERRY ROAD
DE40274	36.00 R	519+13.61	JOHNSON FERRY ROAD
REOD EASW'T AREA = 210.19 SF			

PARCEL 38	REC'D D/WY.	EASW'T.	DE50134
PNT	OFFSET/	STATION/	ALIGNMENT
DE40257	30.00 R	518+68.61	JOHNSON FERRY ROAD
DE40427	30.00 R	518+71.25	JOHNSON FERRY ROAD
DE40428	31.00 R	518+72.17	JOHNSON FERRY ROAD
DE40429	31.00 R	518+98.13	JOHNSON FERRY ROAD
DE40430	30.00 R	518+99.05	JOHNSON FERRY ROAD
ARC LENGTH = 21.07			
CHORD BEAR = S 78°52'55.9° E			
LNTH CHORD = 21.07			
RADIUS = 1380.00			
DEGREE = 4°09'06.7°			
DE40273	30.00 R	519+19.66	JOHNSON FERRY ROAD
DE40272	56.39 R	518+93.63	JOHNSON FERRY ROAD
DE40271	65.02 R	518+93.64	JOHNSON FERRY ROAD
DE40270	65.03 R	518+76.98	JOHNSON FERRY ROAD
DE40269	43.29 R	518+68.93	JOHNSON FERRY ROAD
DE40257	30.00 R	518+68.61	JOHNSON FERRY ROAD
TOTAL REOD R/W = 849.06 SF			
TOTAL TEMP ESW'T = 270.19 SF			
REMAINDER = +/- 0.27 ACRES			

Exhibit B

PER ROW REVISION DATED 9.14.2022:
ANY REFERENCE TO JOHNSON FERRY FOR PARCELS 15-17, 24-30, 34 SHOULD BE REPLACED WITH MOUNT VERNON.
ANY REFERENCE TO MOUNT VERNON FOR PARCELS 13, 14, 17-19, 36, 32, 34, 38-43, SHOULD BE REPLACED WITH JOHNSON FERRY.

ANY REFERENCE TO MOUNT VERNON FOR PARCELS 13, 14, 17-19, 36, 32, 34, 38-43, SHOULD BE REPLACED WITH JOHNSON FERRY.
TOTAL TEMP ESW'T = 0.019 ACRES
REMAINDER = +/- 0.27 ACRES



PROPERTY AND EXISTING RAW LINE
REQUIRED RAW LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REOD R/W & LIMIT OF ACCESS

DATE	REVISIONS
04/21/2022	REVISED REOD R/W & EASEMENTS ON PARCELS 36, 38, 39
09/14/2022	ADDED NOTE TO CORRECT ROAD NAME REFERENCE
04/03/2023	REVISED PARCEL 36 OWNER

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO.: TS-191
COUNTY: FULTON
LAND LOT NO.: 71
LAND DISTRICT: 121
GMD
DATE 12-09-19 SH 27 OF 35

DRAWING NO.
60-0027

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE
RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT ON THAT
CERTAIN TRACT OF LAND LOCATED AT 395 JOHNSON FERRY ROAD
(TAX ID# 17-0071-0001-017-1), LOT 71 OF THE 17TH DISTRICT,
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 849.06 square feet of Fee Simple Right-of-Way and 270.19 square feet of Temporary Construction Easement (“Property”), located at 395 Johnson Ferry Road (Tax Id# 17-0071-0001-017-1), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by John A. and Donna Bendik (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$87,100.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$87,100.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$87,100.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 20th day of June, 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: May 26, 2023 Submission for the June 20, 2023 City Council Meeting

ITEM: Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 400 Mt. Vernon Highway in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID #17-0071-0004-030-1); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Intersections Improvements Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property is owned Eric Bern, and is located at 400 Mt. Vernon Highway, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 1,077.81 square feet of Fee Simple Right of Way and 994.87 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Intersections Improvements Project.

Discussion:

The City's appraised fair market value offer was \$25,700.00. City Staff and the property owner came to an amicable agreement in the amount of \$28,400.00. The property owner submitted additional sales comps that supported the agreed upon settlement. This settlement agreement is considered reasonable and will allow the City to acquire the required property rights in an expeditious manner and avoid Project delays. Therefore, Staff recommends Council acceptance and approval of the agreement.

Financial Impact:

Sufficient funds are available for this acquisition in Project TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Intersections Improvements Project.

Alternatives:

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

Review:

Karen Lugassy, Executive Assistant

Created/Initiated - 6/7/2023

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

Approved - 6/7/2023
Approved - 6/7/2023
Approved - 6/8/2023
Approved - 6/8/2023
Final Approval - 6/16/2023

Attachments:

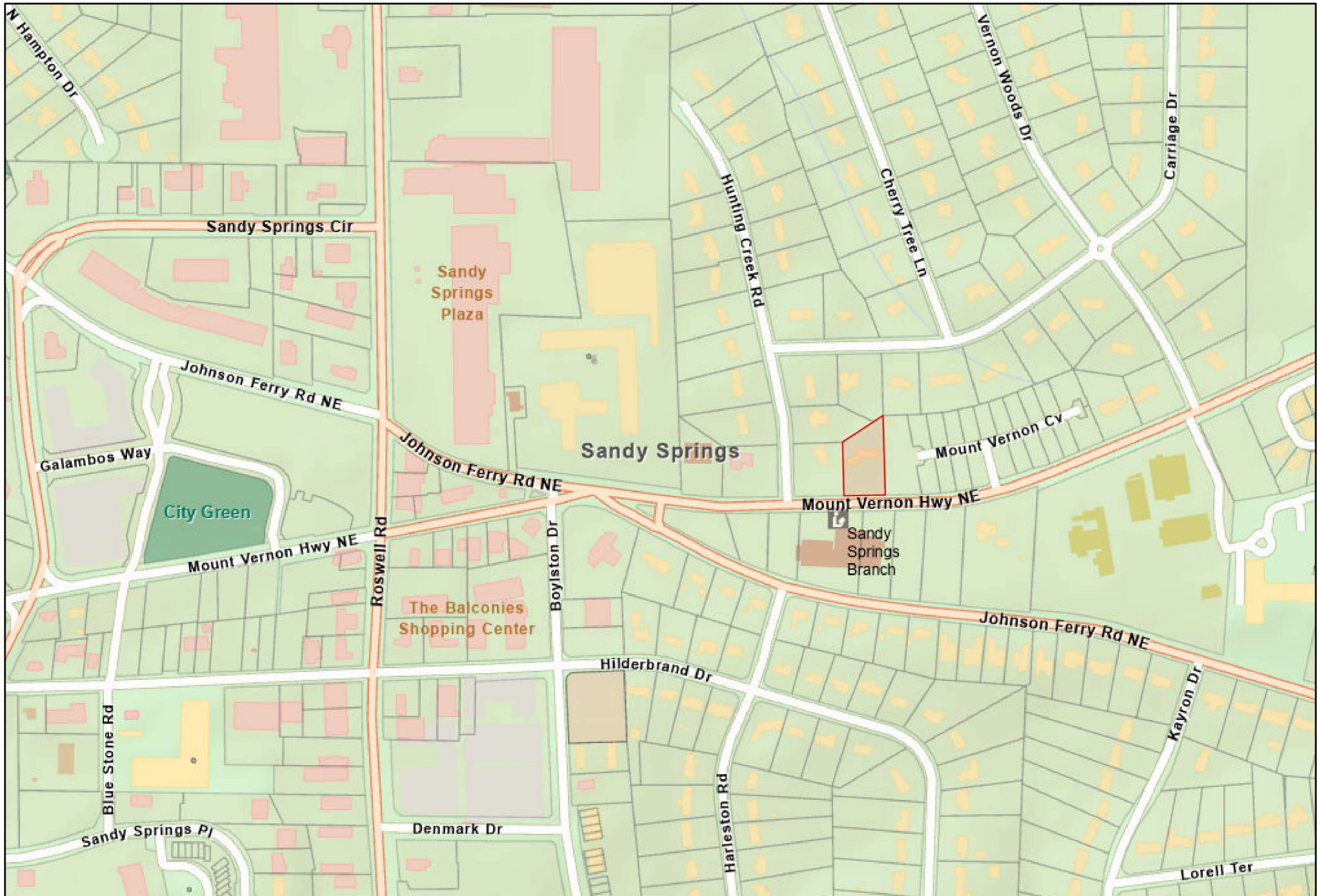
1. Aerial Map
2. GIS Map
3. Agreement to Purchase FS ROW.TCE.400 MVH. Bern
4. Resolution FS ROW and TCE.400 MVH.Bern



Date: 5/23/2023
Map Size: 8.5x11 (LETTER)



FULTON
COUNTY



0 0 0 0 mi

Date: 5/23/2023
Map Size: 8.5x11 (LETTER)

N

400 Mt. Vernon Highway/ Eric Bern

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

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

STATE OF GEORGIA, FULTON COUNTY

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

Those specified rights through that tract or parcel of land located in Land Lot 71 of the 17th District, of Fulton County, Georgia, known as Tax Parcel No. 17-0071-0004-030-1; and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

For the sum of **\$28,400.00**, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title and/or easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and Exhibit "B".

* * * * *

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

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

<u>1,077.81 sf</u>	Fee Simple Right of Way
<u>994.87 sf</u>	Temporary Construction Easement
<u>1</u>	Temporary Driveway Easement

- 3) Any and all Temporary Easements granted herein shall commence upon use of the Easement Areas for construction of the TS-191 Project and shall terminate after 3 years from the commencement of the use of the Easement Area for construction of the Project or upon the completion and final acceptance of the Project, whichever date shall first occur.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) This Agreement shall not be binding until approved by the City Council of Sandy Springs, Georgia
- 6) Special Provisions, if any, are listed on Exhibit "C", which will be attached hereto and incorporated herein by reference.

Witness my hand and seal this 22nd day of May, 2023.

Signed, Sealed and Delivered in the presence of:



Witness



Notary Public



ERIC BERN (L.S.)



{Notary Seal}

Exhibit A



60-0014

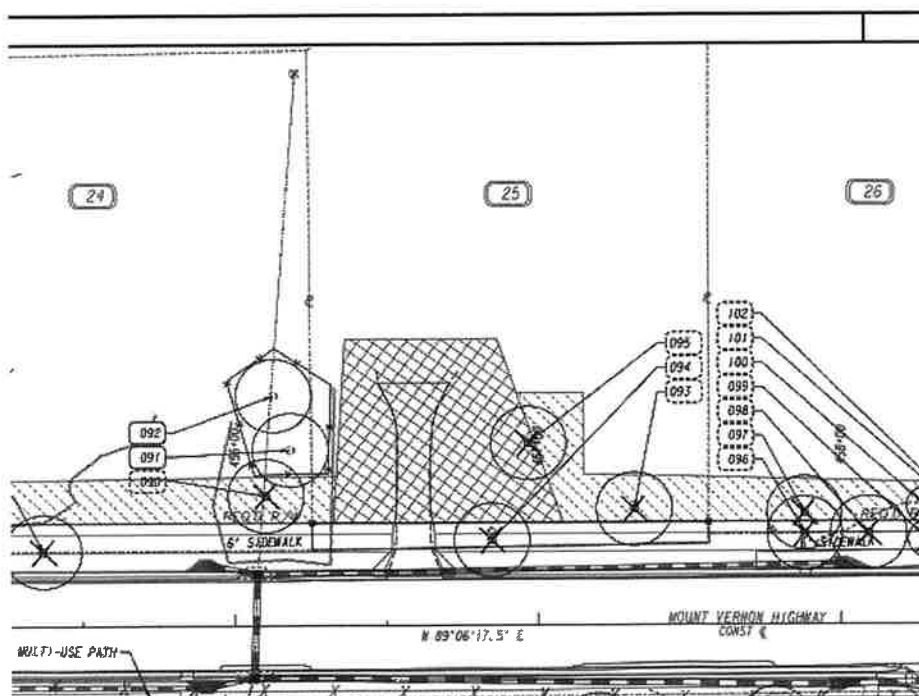
Exhibit "C" Special Provisions

Parcel #25/ Eric Bern/ 400 Mt. Vernon Hwy., Sandy Springs, GA 30328

Temporary Driveway and Construction Easement:

1. Adding some additional Temporary Driveway Easement along the western side of the existing driveway (looking at house from MVH) in order to perform some additional grading and to add additional aggregate base. This would accommodate your request to keep the driveway operational during construction.
2. Notes to be added to the staging plans to instruct the contractor to maintain continuous access to parcel 25.
3. Adding some additional Temporary Construction Easement (TCE) around the tree identified as 095 (in the diagram shown below) so as to allow the City's Contractor to remove the tree. The tree stump will be ground to just below finished grade level. The root system of this tree will **not** be removed by the City's Contractor. The City is not proposing additional compensation for this additional TCE.
4. All disturbed areas related to the Project will be fine graded and sodded. The aggregate to be used for continuous driveway access will be removed and those areas will also be fine graded and sodded per the Contractor's schedule and shall be complete before the project is certified.

All three of the largest trees indicated in the diagram below will be removed at the same time during the construction period with stump grinding for all three just below the finished grade of the land surrounding the removed tree. All cuttings and debris will be removed from the property.



With acceptance of all of the above at City's expense, Eric Bern will accept The City's proposed Offer of Settlement in the amount of \$28,400.00.

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE
RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT ON THAT
CERTAIN TRACT OF LAND LOCATED AT 400 MOUNT VERNON HIGHWAY
(TAX ID# 17-0071-0004-030-1), LOT 71 OF THE 17TH DISTRICT,
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 1,077.81 square feet of Fee Simple Right-of-Way and 994.87 square feet of Temporary Construction Easement (“Property”), located at 400 Mt. Vernon Highway (Tax Id# 17-0071-0004-030-1), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Eric Bern (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$28,400.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$28,400.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$28,400.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 20th day of June, 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: May 26, 2023 Submission for the June 20, 2023 City Council Meeting

ITEM: Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 359 Johnson Ferry Road in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID #17-0071-0001-007-2); TS-191 Johnson Ferry/Mt. Vernon Highway at Roswell Road Intersection Improvements Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property is owned by Sam and Marlene Kolyani is located at 359 Johnson Ferry Road, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 448.84 square feet of Fee Simple Right of Way and 370.46 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-191 Johnson Ferry/Mt. Vernon Highway at Roswell Road Intersection Improvements Project.

Discussion:

City Staff and the property owner have come to an amicable settlement agreement in the amount of \$30,000.00. The City's appraised fair market value offer was \$20,800.00. The Project will inflict proximity impacts to the remainder property and therefore a diminution in value will occur. The proposed settlement takes into consideration this diminution of value and will also allow the City to acquire the required property rights while maintaining the project schedule. Therefore, this agreement is considered reasonable, and Staff recommends Council acceptance and approval of the agreement.

Financial Impact:

Sufficient funds are available for this acquisition in Project TS-191 Johnson Ferry/Mt. Vernon Highway at Roswell Road Intersection Improvements Project.

Alternatives:

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

Review:

Karen Lugassy, Executive Assistant

Created/Initiated - 6/7/2023

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

Approved - 6/7/2023
Approved - 6/7/2023
Approved - 6/8/2023
Approved - 6/8/2023
Final Approval - 6/16/2023

Attachments:

1. Aerial Map
2. GIS Map
3. Agreement to Purchase FS ROW.TCE 359 JFR. Kolyani
4. Resolution FS ROW and TCE. 359 JFR



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Date: 5/26/2023
Map Size: 8.5x11 (LETTER)



359 Johnson Ferry Road/ Kolyani

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



FULTON
COUNTY



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

STATE OF GEORGIA, FULTON COUNTY

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Those specified rights through that tract or parcel of land located in Land Lot 71 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

For the sum of **\$30,000.00**, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title and/or easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and Exhibit "B".

* * * * *

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

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

448.84 sf
370.46 sf
1

Fee Simple Right of Way
Temporary Construction Easement
Temporary Driveway Easement

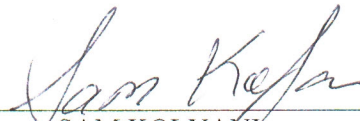
- 3) Any and all Temporary Construction and/or Driveway Easement(s) granted herein shall commence upon the City's use of these Easements for construction of the TS-191 Project, and shall terminate three years from the commencement of the City's use of these Easements; or upon the completion and City's final acceptance of the TS-191 Project, whichever date shall first occur.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) This Agreement shall not be binding until approved by the City Council of Sandy Springs, Georgia
- 6) Special Provisions, if any, are listed on Exhibit "C", which will be attached hereto and incorporated herein by reference.

Witness my hand and seal this _____ day of _____, 2023.

Signed, Sealed and Delivered in the presence of:

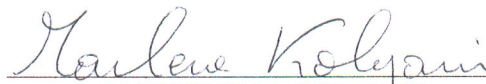
Unofficial Witness

Notary Public



SAM KOLYANI

(SEAL)



MARLENE M. KOLYANI

(SEAL)

**CERTIFICATE ATTACHED FOR
CALIFORNIA NOTARY WORDING**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

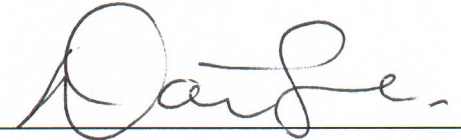
On May 15th, 2023 before me, Danielle Christine Scarsone - Notary Public
(insert name and title of the officer)

personally appeared SAM KOLYANI AND MARLENE MURAD KOLYANI,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PER ROW REVISION DATED 9.14.2022:

ANY REFERENCE TO JOHNSON FERRY FOR PARCELS 15-17, 24-30, 34
SHOULD BE REPLACED WITH MOUNT VERNON.

ANY REFERENCE TO MOUNT VERNON FOR PARCELS
13, 14, 17-19, 36, 32, 34, 38-43, SHOULD BE REPLACED WITH JOHNSON FERRY.

Exhibit A

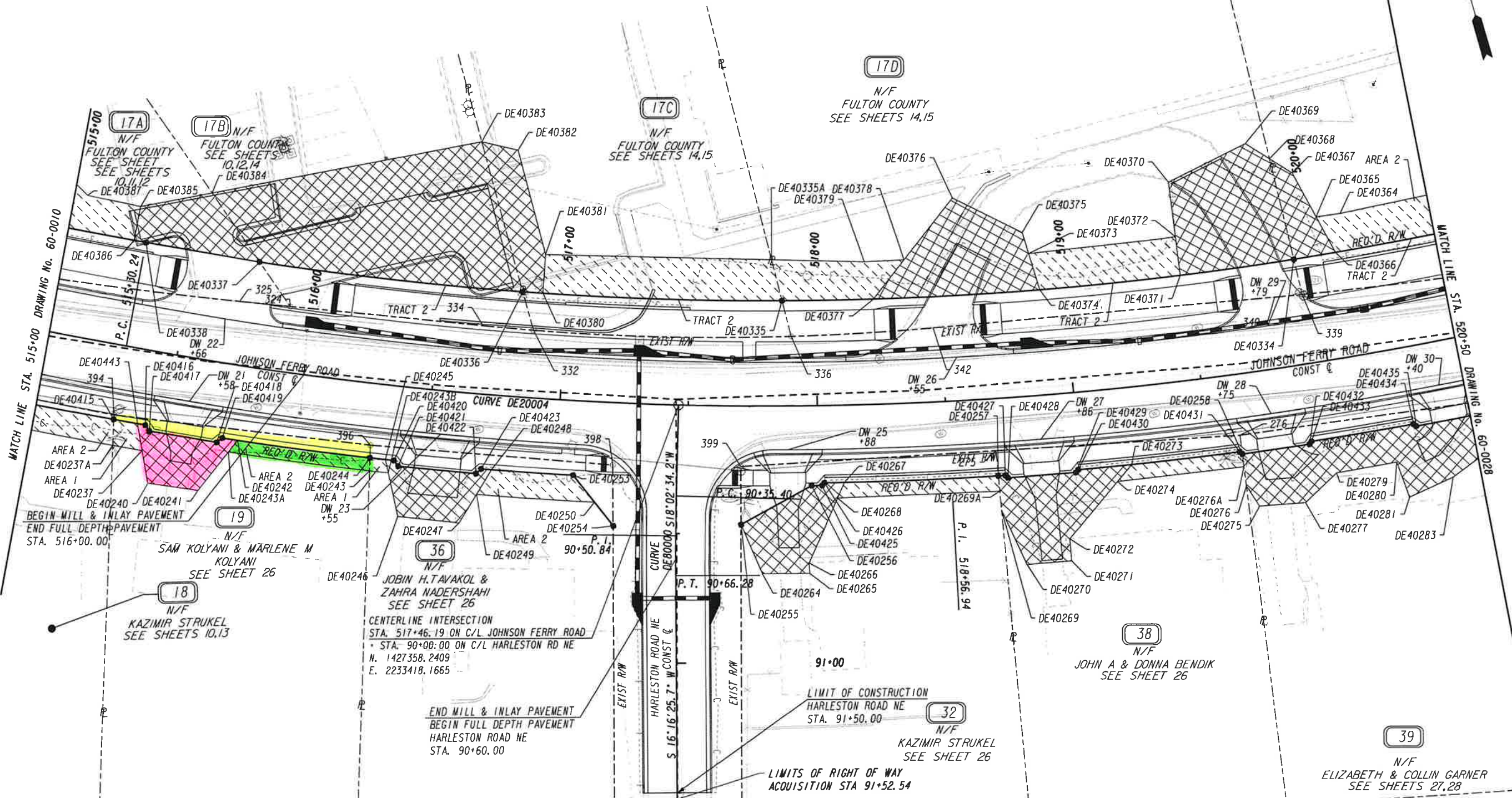
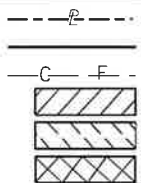


Exhibit A

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



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
RED'D R/W & LIMIT OF ACCESS



DATE	REVISIONS	DATE	REVISIONS
04/21/2022	REVISED REGD R/W & EASEMENTS ON PARCELS 16, 19, 36, 32, 38, 39		
09/14/2022	ADDED NOTE TO CORRECT ROAD NAME REFERENCE		
01/15/2023	REVISED REGD ECMTS ON PARCELS 17A, 17B, 17C & 17D		
	REVISED REGD AND TEMP ECMTS ON PARCELS 17E		
04/03/2023	REVISED PARCELS 18, 32, & 36 OWNER		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: TS-191
COUNTY: FULTON
LAND LOT NO: 71
LAND DISTRICT: 17
GMD
DATE 12-09-19 SH 25 OF 35

DRAWING No.
60-0025

Exhibit B

19			
N/F SAM KOLYANI & MARLENE M KOLYANI SEE SHEET 25			
PARCEL 19	REQ'D R/W	DE50086	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
394	27.28 R	515+30.42	JOHNSON FERRY ROAD
	99.99	S 66°42'32.5" E	
396	24.09 R	516+28.52	JOHNSON FERRY ROAD
	4.93	S 18°36'37.0" W	
DE40244	29.00 R	516+28.89	JOHNSON FERRY ROAD
ARC LENGTH =	57.77		
CHORD BEAR =	N 65°46'43.3" W		
LNTH CHORD =	57.77		
RADIUS =	1379.00		
DEGREE =	4°09'17.6"		
DE40419	29.00 R	515+72.33	JOHNSON FERRY ROAD
	2.75	S 68°55'49.9" W	
DE40418	31.00 R	515+70.48	JOHNSON FERRY ROAD
	26.55	N 63°56'59.5" W	
DE40417	31.00 R	515+44.53	JOHNSON FERRY ROAD
	2.75	N 16°49'58.1" W	
DE40416	29.00 R	515+42.67	JOHNSON FERRY ROAD
ARC LENGTH =	12.26		
CHORD BEAR =	N 63°03'49.9" W		
LNTH CHORD =	12.26		
RADIUS =	1379.00		
DEGREE =	4°09'17.6"		
DE40415	29.00 R	515+30.67	JOHNSON FERRY ROAD
	1.74	N 18°44'27.9" E	
394	27.28 R	515+30.42	JOHNSON FERRY ROAD
REQD R/W =	448.84 SF		
REQD R/W =	0.010 ACRES		

PARCEL 19 AREA 1 REQ'D TEMP. EASM'T. DE50087			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40237A	39.00 R	515+32.11	JOHNSON FERRY ROAD
DE40415	29.00 R	515+30.67	JOHNSON FERRY ROAD
DE40443	29.00 R	515+39.73	JOHNSON FERRY ROAD
DE40237	39.00 R	515+43.20	JOHNSON FERRY ROAD
DE40237A	39.00 R	515+32.11	JOHNSON FERRY ROAD
REQD EASMT AREA =	103.30 SF		

PARCEL 19 AREA 2 REQ'D TEMP. EASM'T. DE50089			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40242	29.00 R	515+78.28	JOHNSON FERRY ROAD
ARC LENGTH =	51.70		
CHORD BEAR =	S 65°54'17.6" E		
LNTH CHORD =	51.70		
RADIUS =	1379.00		
DEGREE =	4°09'17.6"		
DE40244	29.00 R	516+28.89	JOHNSON FERRY ROAD
DE40243	34.00 R	516+29.26	JOHNSON FERRY ROAD
ARC LENGTH =	55.17		
CHORD BEAR =	N 65°51'10.7" W		
LNTH CHORD =	55.16		
RADIUS =	1384.00		
DEGREE =	4°08'23.5"		
DE40243A	34.00 R	515+75.45	JOHNSON FERRY ROAD
DE40242	29.00 R	515+78.28	JOHNSON FERRY ROAD
REQD EASMT AREA =	267.16 SF		

19 CONT.			
N/F SAM KOLYANI & MARLENE M KOLYANI SEE SHEET 25			
PARCEL 19	REQ'D DRWY. EASM'T.	DE50088	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40240	51.11 R	515+47.32	JOHNSON FERRY ROAD
DE40443	29.00 R	515+39.73	JOHNSON FERRY ROAD
ARC LENGTH =	3.00		
CHORD BEAR =	S 63°15'09.4" E		
LNTH CHORD =	3.00		
RADIUS =	1379.00		
DEGREE =	4°09'17.6"		
DE40416	29.00 R	515+42.67	JOHNSON FERRY ROAD
DE40417	31.00 R	515+44.53	JOHNSON FERRY ROAD
DE40418	31.00 R	515+70.48	JOHNSON FERRY ROAD
DE40419	29.00 R	515+72.33	JOHNSON FERRY ROAD
ARC LENGTH =	6.07		
CHORD BEAR =	S 64°42'16.9" E		
LNTH CHORD =	6.07		
RADIUS =	1379.00		
DEGREE =	4°09'17.6"		
DE40242	29.00 R	515+78.28	JOHNSON FERRY ROAD
DE40241	50.62 R	515+66.24	JOHNSON FERRY ROAD
DE40240	51.11 R	515+47.32	JOHNSON FERRY ROAD
TOTAL REQD R/W =	448.84 SF		
	0.010 ACRES		
TOTAL TEMP ESM'T =	370.46 SF		
REMAINDER = +/-	0.33 ACRES		

PER ROW REVISION DATED 9.14.2022:

ANY REFERENCE TO JOHNSON FERRY FOR PARCELS 15-17, 24-30, 34 SHOULD BE REPLACED WITH MOUNT VERNON.

ANY REFERENCE TO MOUNT VERNON FOR PARCELS 13, 14, 17-19, 36, 32, 34, 38-43, SHOULD BE REPLACED WITH JOHNSON FERRY.

32			
N/F KAZIMIR STRUKEL SEE SHEET 25			
PARCEL 32	REQ'D R/W	DE50121	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40255	46.09 R	517+70.69	JOHNSON FERRY ROAD
	22.52	N 16°30'21.4" E	
399	23.57 R	517+70.50	JOHNSON FERRY ROAD
	99.49	S 77°00'58.1" E	
275	20.18 R	518+68.37	JOHNSON FERRY ROAD
	9.82	S 11°24'38.7" W	
DE40257	30.00 R	518+68.61	JOHNSON FERRY ROAD
ARC LENGTH =	67.81		
CHORD BEAR =	N 75°44'42.4" W		
LNTH CHORD =	67.81		
RADIUS =	1380.00		
DEGREE =	4°09'06.7"		
DE40426	30.00 R	518+02.27	JOHNSON FERRY ROAD
	1.37	S 58°57'26.3" W	
DE40425	31.00 R	518+01.35	JOHNSON FERRY ROAD
	4.09	N 74°14'28.4" W	
DE40256	52.32 L	90+30.01	HARLESTON RD NE
	31.30	S 77°36'49.4" W	
DE40255	46.09 R	517+70.69	JOHNSON FERRY ROAD
REQD R/W =	1108.90 SF		
REQD R/W =	0.025 ACRES		

PARCEL 32 REQ'D TEMP. EASM'T. DE50124			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40268	36.00 R	518+07.24	JOHNSON FERRY ROAD
DE40267	30.00 R	518+09.99	JOHNSON FERRY ROAD
ARC LENGTH =	59.92		
CHORD BEAR =	S 75°54'32.6" E		
LNTH CHORD =	59.91		
RADIUS =	1380.00		
DEGREE =	4°09'06.7"		
DE40257	30.00 R	518+68.61	JOHNSON FERRY ROAD
DE40269A	36.00 R	518+68.75	JOHNSON FERRY ROAD
DE40268	36.00 R	518+07.24	JOHNSON FERRY ROAD
REQD EASMT AREA =	354.08 SF		

PARCEL 32 REQ'D DRWY. EASM'T. DE50123			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40255	25.28 L	90+46.13	HARLESTON RD NE
DE40256	31.00 R	517+97.35	JOHNSON FERRY ROAD
DE40425	31.00 R	518+01.35	JOHNSON FERRY ROAD
DE40426	30.00 R	518+02.27	JOHNSON FERRY ROAD
ARC LENGTH =	7.90		
CHORD BEAR =	S 74°30'04.5" E		
LNTH CHORD =	7.90		
RADIUS =	1380.00		
DEGREE =	4°09'06.7"		
DE40267	30.00 R	518+09.99	JOHNSON FERRY ROAD
DE40268	62.66 L	90+34.58	HARLESTON RD NE
DE40266	51.77 L	90+61.41	HARLESTON RD NE
DE40265	51.99 L	90+65.63	HARLESTON RD NE
DE40264	33.59 L	90+65.65	HARLESTON RD NE
DE40255	25.28 L	90+46.13	HARLESTON RD NE

TOTAL REQD R/W = 1108.90 SF

0.025 ACRES

TOTAL TEMP ESM'T = 354.08 SF

REMAINDER = +/- 0.30 ACRES

36			
N/F JOHN H. TAVAKOL & ZAHRA NADERSHAHI SEE SHEET 25			
PARCEL 36	REQ'D R/W	DE50132	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
396	24.09 R	516+28.52	JOHNSON FERRY ROAD
	94.49	S 68°49'02.3" E	
398	24.28 R	517+21.37	JOHNSON FERRY ROAD
	23.59	S 16°23'26.1" W	
DE40254	24.66 R	90+47.33	HARLESTON RD NE
	24.94	N 21°32'59.0" W	
DE40253	29.00 R	517+06.55	JOHNSON FERRY ROAD
ARC LENGTH =	35.70		
CHORD BEAR =	N 69°31'59.8" W		
LNTH CHORD =	35.70		
RADIUS =	1379.00		
DEGREE =	4°09'17.6"		
DE40423	29.00 R	516+71.60	JOHNSON FERRY ROAD
	2.75	S 64°48'02.5" W	
DE40422	31.00 R	516+69.74	JOHNSON FERRY ROAD
	30.55	N 68°04'47.0" W	
DE40421	31.00 R	516+39.88	JOHNSON FERRY ROAD
	2.75	N 20°57'27.9" W	
DE40420	29.00 R	516+38.02	JOHNSON FERRY ROAD
ARC LENGTH =	9.33		
CHORD BEAR =	N 67°10'21.9" W		
LNTH CHORD =	9.33		
RADIUS =	1379.00		
DEGREE =	4°09'17.6"		
DE40244	29.00 R	516+28.89	JOHNSON FERRY ROAD
	4.93	N 18°36'37.0" E	
396	24.09 R	516+28.52	JOHNSON FERRY ROAD
REQD R/W =	714.21 SF		
REQD R/W =	0.016 ACRES		

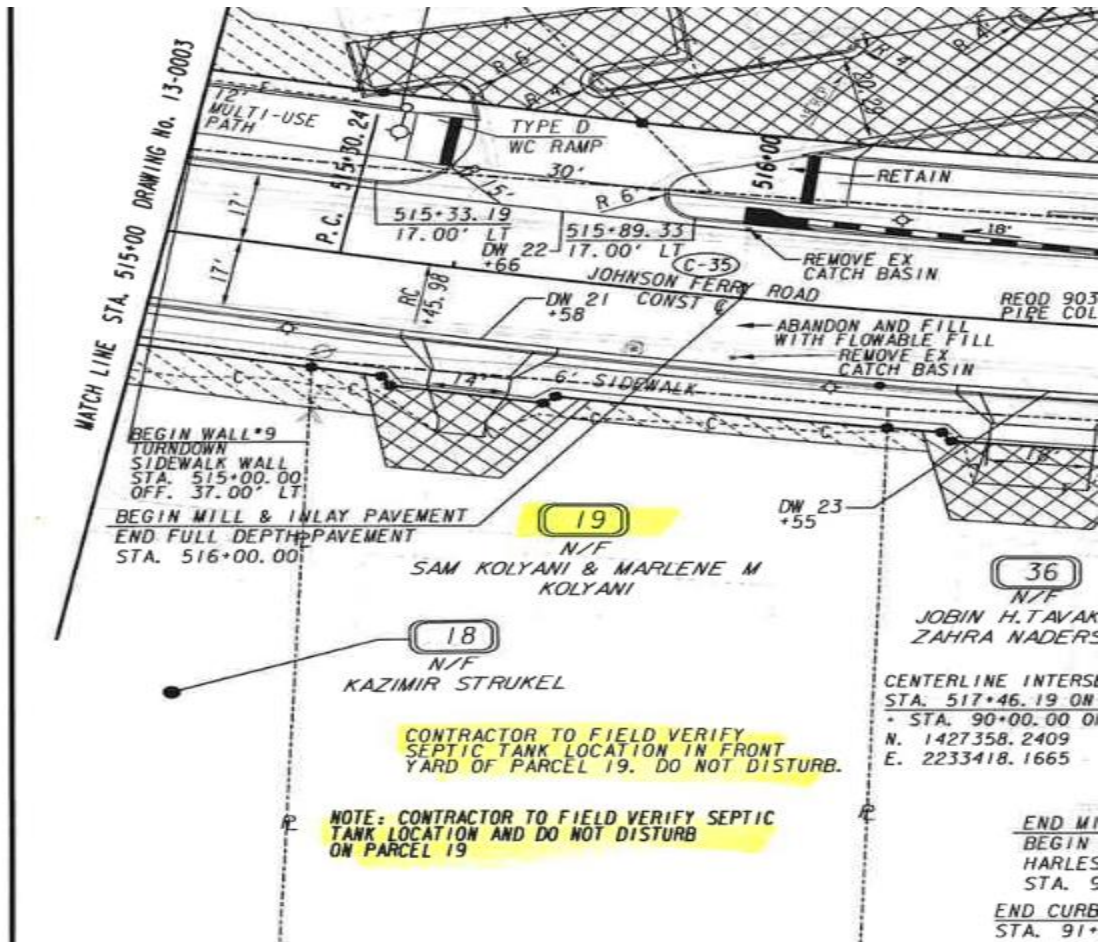
PARCEL 36 AREA 1 REQ'D TEMP. EASM'T. DE50129			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40244	29.00 R	516+28.89	JOHNSON FERRY ROAD
ARC LENGTH =	5.99		
CHORD BEAR =	S 67°06'12.2" E		
LNTH CHORD =	5.99		
RADIUS =	1379.00		
DEGREE =	4°09'17.6"		
DE40245	29.00 R	516+34.75	JOHNSON FERRY ROAD
DE40243B	34.00 R	516+36.38	JOHNSON FERRY ROAD
DE40243	34.00 R	516+29.26	JOHNSON FERRY ROAD
DE40244	29.00 R	516+28.89	JOHNSON FERRY ROAD
REQD EASMT AREA =	33.20 SF		

PARCEL 36 AREA 2 REQ'D TEMP. EASM'T. DE50131			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40249	39.00 R	516+70.60	JOHNSON FERRY ROAD
DE40248	29.00 R	516+75.61	JOHNSON FERRY ROAD
ARC LENGTH =	31.60		
CHORD BEAR =	S 69°37'06.2" E		
LNTH CHORD =	31.60		
RADIUS =	1379.00		
DEGREE =	4°09'17.6"		
DE40253	29.00 R	517+06.55	JOHNSON FERRY ROAD
DE40250	39.00 R	517+15.06	JOHNSON FERRY ROAD
DE40249	39.00 R	516+70.60	JOHNSON FERRY ROAD
REQD EASMT AREA =	381.03 SF		

PARCEL 36 CONT. ON SHEET 60-0027

EXHIBIT "C"
SPECIAL STIPULATIONS
PAGE 1 of 1

1. The City's Contractor shall field verify the location of the existing underground septic tank and shall not disturb septic tank.



2. The existing driveway will be re-constructed per the TS-191 Construction Plans at no expense to the property owner.

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE
RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT ON THAT
CERTAIN TRACT OF LAND LOCATED AT 359 JOHNSON FERRY ROAD
(TAX ID# 17-0071-0001-007-2), LOT 71 OF THE 17TH DISTRICT,
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 448.84 square feet of Fee Simple Right-of-Way and 370.46 square feet of Temporary Construction Easement (“Property”), located at 359 Johnson Ferry Road (Tax Id# 17-0071-0001-007-2), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Sam and Marlene Kolyani (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$30,000.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$30,000.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$30,000.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 20th day of June, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

GEORGIA

June 1, 2023

Dear Mayor and City Council,

The proposed Fiscal Year (FY) 2024 Budget is submitted to the Sandy Springs City Council in compliance with State Law (O.C.G.A. § 36-81-2 et seq.). This budget was developed based on the priorities adopted by City Council in February 2023, including Customer Service and Citizen Engagement, Public Safety, Transportation Accessibility and Community Appearance, Recreational and Cultural Enrichment, Sustainable Growth and Environmental Stewardship, Economic Development with a focus on Redevelopment, and Water Reliability.

The FY2024 Budget provides for the same millage rate of 4.731 mills as last year and maintains adequate reserves in the fund balance to ensure sound fiscal integrity of the City of Sandy Springs (City). The FY2024 Budget includes resources that will allow the City to provide a high level of public safety and general government services to the citizens of Sandy Springs. This proposed budget also provides capital funding to continue addressing a backlog of infrastructure needs.

The budget process included an assessment to determine the quality of services delivered and projected operational needs. The City Manager and Chief Financial Officer met with departments to assess projected goals and to discuss resources needed to meet these goals. Guidance and direction were also obtained through City Council Budget Workshops. During these Budget Workshops, Council received briefings about economic conditions and short-term economic outlook, budget planning assumptions, public safety needs, operating department requests for resources, and capital programs.

Public hearings are scheduled to gain citizen input and enable all members of the City Council to better understand the needs of the entire community prior to budget adoption. The final budget is scheduled to be adopted by the City Council on June 20, 2023.

The proposed budgets for all operating, capital, and special revenue funds total \$1,042,441,406. The City's General Fund provides for general government operations of the City and maintains adequate working capital necessary for the City's financial health and stability. This fund accounts for most of Sandy Springs' operations and has a budget of \$141,204,831. The remaining funds include Confiscated Assets, Emergency 911, Tree Fund, Impact Fee Fund, Community Development Block Grant Fund, Hotel/Motel Tax Fund, Rental Motor Vehicle Excise Tax Fund, TSPLOST (2016) Fund, TSPLOST (2021) Fund, Fleet Fund, Capital Projects Fund, Public Facilities Authority Fund, Performing Arts Center Fund, Stormwater Management Fund, and Development Authority Fund. The Capital Project Fund, Fleet Fund, Public Facilities Authority Fund, and the Stormwater Fund (all capital construction funds) adopt project budgets where the adopted appropriations do not lapse at the end of a fiscal year; they remain in effect until project completion or re-appropriation by City Council.

The FY2024 General Fund Budget provides for \$65,157,857 for personnel and related benefits (46%); \$37,053,471 (26%) for operations and equipment; \$26,370,183 (19%) for capital improvement programs; and \$12,623,318 (9%) towards debt service. All eligible City employees may receive a 6%



salary increase and are eligible for an additional bonus based on job performance if they meet certain standards.

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

The budget is a dynamic rather than static plan, which allows for adjustments and amendments as circumstances change. The City Council must approve all increases in total fund appropriations. Amounts in this budget may be reallocated within funds by approval of the City Manager as long as the total budgeted amounts do not exceed these appropriations by fund. Department Heads submit budget amendment requests transferring appropriations from one line item to another within the specific department appropriation with approval by the Chief Financial Officer and the City Manager.

Under the City's adopted financial policies, the City's fund balance is maintained at or above \$29.6 million, or 25% of budgeted revenues. The purpose of fund balance is to provide adequate cash flow, to cover the cost of expenditures caused by unforeseen emergencies, to cover shortfalls caused by revenue declines, and to eliminate any short-term borrowing for cash flow purposes.

The FY2024 Budget was developed with the following objectives:

- Continue to enhance Public Safety capabilities.
- Continue to be the local government employer of choice through competitive pay and benefits for all employees.
- Ensure financial stability.
- Address capital needs that exist citywide by investing in transportation, parks, and facilities.
- Continue to leverage the flexibility of the public private partnership model by scaling resources to meet projected demand for services.

The focus of the FY2024 Budget is to provide excellent services to our citizens and business customers and to continue to allocate significant resources dedicated to improving infrastructure and the City's quality of life.

Confiscated Assets Fund

This fund is used to account for amounts seized by the police department from narcotics arrests in conjunction with other state and federal agencies. These funds are used by the police department to augment their general fund budget and can only be spent on law enforcement programs or activities. Generally, seizures can vary greatly from one year to the next and are not easily budgeted. However, using conservative figures for incoming funding plus the amounts that have remained unspent from previous years, the FY2024 budget has been set at \$150,000.



SANDY SPRINGS

GEORGIA

E-911 Fund

This fund accounts for the revenues received from the 911 surcharge on telephone bills. The City participates in a joint venture with the City of Johns Creek for E-911 operations. All taxes collected in this fund are dedicated to a separate operating authority - the Chattahoochee River 911 Authority (ChatComm). The amount estimated for the FY2024 budget is \$4,000,000.

Tree Fund

This fund accounts for revenues received from development that reduces tree canopy below mandated minimums. All revenues collected in this fund are used to enhance tree canopy on Right of Way and in public parks. The amount estimated to be spent for the FY2024 budget has been set at \$808,669.

Impact Fee Fund

Impact fees are amounts assessed on construction development projects to offset the anticipated cost of additional infrastructure needed as a result of the new development. These funds, although collected in this fund, are dedicated to capital projects, which are accounted for in the Capital Projects Fund. The amount expected to be collected in the FY2024 budget is \$1,430,000.

Community Development Block Grant (CDBG) Fund

The CDBG Fund is used to account for funds received through an entitlement award as a result of federal congressional appropriations. The City's adopted plan directs that the awards be used for construction of infrastructure (primarily sidewalks) in the City. The City previously participated in the Section 108 Loan program in order to advance larger projects. The Total FY2024 budget is \$3,510,563.

Hotel/Motel Fund

The room taxes imposed upon hotels and motels located within the City are accounted for in this fund. A portion of these funds can be retained by the City and a portion is expended for a narrow range of projects and activities allowed by State Law (O.C.G.A. § 48-13-51). These funds are currently distributed as follows: the City General Fund - 28.56%, the Sandy Springs Hospitality Board - 32.14%, and the City General Fund for benefit of the City Springs Performing Arts Center - 39.30%. The anticipated taxes budgeted for FY2024 is \$4,600,000.

Rental Motor Vehicle Excise Tax Fund

The excise taxes levied upon each rental charge collected by any rental motor vehicle concern located within the City are accounted for in this fund (O.C.G.A. § 48-13-93). The anticipated taxes budgeted for FY2024 is \$80,000.



SANDY SPRINGS

GEORGIA

TSPLOST (2016) Projects Fund

This fund accounts for all capital projects under the Transportation Special Purpose Local Option Sales Tax approved by referendum in November 2016. Funds are derived from the collections to be received through March 31, 2022. The appropriations in this fund do not lapse at year-end, but rather, unspent amounts are carried forward to future periods until the individual projects are completed. The total added funding for this fund in the FY2024 budget is \$101,491,298.

TSPLOST (2021) Projects Fund

This fund accounts for all capital projects under the Transportation Special Purpose Local Option Sales Tax approved by referendum in November 2021. Funds are derived from the collections to be received through March 31, 2027. The appropriations in this fund do not lapse at year-end, but rather, unspent amounts are carried forward to future periods until the individual projects are completed. The total added funding for this fund in the FY2024 budget is \$120,105,913.

Capital Projects Fund

This fund accounts for all facilities, parks, and infrastructure construction in the City. Funds are derived from contributions from the General Fund as well as other grants and funding sources. The appropriations in this fund do not lapse at year-end, but rather, unspent amounts are carried forward to future periods until the individual projects are completed. The FY2024 budget for this fund is \$74,256,000, which includes carry forward amounts from prior fiscal years.

Fleet Fund

This fund accounts for all capital purchases of vehicles. These funds are used to purchase vehicles used in the day-to-day business for Community Development, Fire Department, Police Department, Public Works Recreation and Parks as well as the electric vehicle fleet. The total funding for the Fleet Fund in the FY2024 budget is \$2,362,043.

Public Facilities Authority Fund

This fund accounts for major capital construction projects and their resulting debt service, including City Springs, a new Public Safety Complex (Police Headquarters and Municipal Court Complex), Fire Station #2, Fire Station #5, additions to Fire Station #3, Fleet Maintenance Center, and contingency. Funds are derived from contributions from the General Fund, bond proceeds, the sale of City assets, and other funding sources. The appropriations in this fund do not lapse at year-end, but rather, unspent amounts are carried forward to future periods. The current construction budget is \$578,957,632. The operations appropriations for the City Springs and other projects, which includes debt service related to the bond issuance for the projects, will continue once construction is complete. The total funding for debt service in the FY2024 budget is \$12,623,318.



SANDY SPRINGS
GEORGIA

Performing Arts Center Fund

This fund is used to account for activities, staffing, and operations within the City Springs Performing Arts Center. These funds are currently used to operate the performing arts center and are estimated for the FY2024 budget at \$8,214,647.

Stormwater Fund

This fund accounts for construction projects related to stormwater infrastructure improvements. Currently, the General Fund is the sole source of revenues for this fund. The FY2024 budget for this fund is \$2,171,560.

Development Authority Fund

This fund accounts for revenues and expenditures related to ongoing development projects within the City. The FY2024 budget for this fund is \$453,250.

The City of Sandy Springs FY2024 Budget is the culmination of the City's Priority Driven Programming process that reflects Council's adopted priorities along with significant citizen engagement and feedback throughout the previous fiscal year. This budget provides the needed resources to provide services and projects that meet the needs of our citizens now and in the future.

Finally, our sincere appreciation should be expressed to the staff and department heads for the amount of work and effort expended in this process under tremendous time pressures.

Respectfully Submitted,


Eden E. Freeman
City Manager


Toni Carlisle
Chief Financial Officer

STATE OF GEORGIA
COUNTY OF FULTON

**ORDINANCE TO PROVIDE FOR THE ADOPTION OF A BUDGET, ITS
EXECUTION AND EFFECT FOR THE FISCAL YEAR BEGINNING JULY 1,
2023, AND ENDING JUNE 30, 2024**

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

Section I. There is hereby adopted for the fiscal year July 1, 2023, through June 30, 2024, a budget for the City of Sandy Springs, Georgia in the gross total amount of \$1,042,441,406 based on the budget estimates as prepared by the City Manager.

Section II. General Fund. There is hereby established a General Fund for the City of Sandy Springs with an appropriation of \$141,204,831, for the general obligations and legal obligations in fiscal year 2024.

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

Taxes	\$ 106,620,000
Licenses and Permits	3,434,000
Charges for Other Services	390,000
Other Revenues	8,074,880
Total Estimated General Fund Revenues	\$ 118,518,880
Use of Prior Year Fund Balance	22,685,951
Total Estimated General Fund Funding Sources	\$ 141,204,831

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

There is appropriated for the general operation and payment of certain legal obligations of the City of Sandy Springs for the fiscal year 2024 a total of \$141,204,831, or as much as may be deemed necessary, not to exceed this amount and such sums shall be disbursed from the following:

<u>Department</u>	<u>FY 2024</u>
City Council	\$ 284,352
City Manager	1,144,465
City Clerk	640,936
Finance	3,218,066
Legal	1,601,143

<u>Department</u>	<u>FY 2024</u>
Information Services	3,853,108
Human Resources	914,826
Facilities	7,026,596
Communication	2,221,091
General Administration	3,362,363
Municipal Court	1,483,050
Police	29,688,684
Fire	18,667,467
Emergency Management	1,501,199
Public Works	15,136,532
Fleet Services	404,724
Recreation and Parks	4,293,709
Community Development	6,113,594
Economic Development	655,425
Other Financing Uses	38,993,501
Total Estimated General Fund Expenditures	\$ 141,204,831

Section III. Confiscated Assets Fund for the City of Sandy Springs with an appropriation of \$150,000.

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

Federal/State Seized Funds	\$ 150,000
Total Confiscated Assets Funds Revenues	\$ 150,000

The following disbursements are authorized for the fiscal year 2024:

Police Operations	\$ 150,000
Total Confiscated Assets Funds Expenditures	\$ 150,000

Section IV. Emergency 911 Fund. There is hereby established an Emergency 911 Fund for the City of Sandy Springs with an appropriation of \$4,000,000.

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

Charges for Services	\$ 4,000,000
Total Emergency 911 Fund Revenues	\$ 4,000,000

The following disbursements are authorized for the fiscal year 2024:

Transfer to Chattahoochee River 911 Authority	\$ 4,000,000
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Total Emergency 911 Fund Expenditures \$ **4,000,000**

Section V. Tree Fund. There is hereby established the Tree Fund for the City of Sandy Springs with an appropriation of \$808,669.

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

Development Impact Fees	\$	300,000
Total Tree Fund Revenues	\$	300,000

The following disbursements are authorized for the fiscal year 2024:

Transfer to Capital Funds	\$	705,000
Tree Fund Personnel		103,669
Tree Fund Expenditures	\$	808,669

Section VI. Impact Fee Fund. There is hereby established an Impact Fee Fund for the City of Sandy Springs with an appropriation of \$75,000.

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

Charges for Services	\$	1,430,000
Total Impact Fee Fund Revenues	\$	1,430,000

The following disbursements are authorized for the fiscal year 2024:

Transfer to Capital Projects	\$	75,000
Total Impact Fee Fund Expenditures	\$	75,000

Section VII. Community Development Block Grant Fund. There is hereby established a Community Development Block Grant Fund for the City of Sandy Springs with an appropriation of \$3,510,563.

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

Federal Grants	\$	590,431
Interest Revenue		85,000
Total Community Development Block Grant Fund Revenues	\$	675,431

The following disbursements are authorized for the fiscal year 2024:

Infrastructure	\$	3,160,789
Principal and Interest Payment		349,774

Total Community Development Block Grant Fund Expenditures	\$	3,510,563
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Section VIII. Hotel/Motel Tax Fund. There is hereby established a Hotel/Motel Tax Fund for the City of Sandy Springs with an appropriation of \$4,600,000.

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

Taxes	\$	4,600,000
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Total Hotel/Motel Tax Fund Revenues	\$	4,600,000
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The following disbursements are authorized for the fiscal year 2024:

Transfer to General Fund	\$	1,313,760
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Transfer to Performing Arts Center		1,807,800
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Transfer to Sandy Springs Hospitality Board		1,478,440
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Total Hotel/Motel Tax Fund Expenditures	\$	4,600,000
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Section IX. Rental Motor Vehicle Excise Tax Fund. There is hereby established a Rental Motor Vehicle Excise Tax Fund for the City of Sandy Springs with an appropriation of \$80,000.

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

Taxes	\$	80,000
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Total Rental Motor Vehicle Excise Tax Fund Revenues	\$	80,000
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The following disbursements are authorized for the fiscal year 2024:

Transfer to General Fund	\$	80,000
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Total Rental Motor Vehicle Excise Tax Fund Expenditures	\$	80,000
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Section X. TSPLOST (2016) Fund. There is hereby established a Capital Projects Fund for the City of Sandy Springs in relation to the Transportation Special Purpose Local Option Sales Tax (TSPLOST-2016) with an appropriation of \$101,491,298.

Revenues for the TSPLOST (2016) Fund shall be from the following sources:

Taxes	\$	95,343,840
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Other (Grant Funding and Interest)		6,147,459
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Total Estimated TSPLOST (2016) Fund Revenues \$ 101,491,298

The following disbursements are authorized for the fiscal year 2024:

TSPLOST (2016) Approved Capital Projects \$ 101,491,298

Total Estimated TSPLOST (2016) Fund Expenditures \$ 101,491,298

Section XI. TSPLOST (2021) Fund. There is hereby established a Capital Projects Fund for the City of Sandy Springs in relation to the Transportation Special Purpose Local Option Sales Tax (TSPLOST-2021) with an appropriation of \$120,105,913.

Revenues for the TSPLOST (2021) Fund shall be from the following sources:

Taxes \$ 114,680,913
Other (Grant Funding and Interest) 5,425,000

Total Estimated TSPLOST (2021) Fund Revenues \$ 120,105,913

The following disbursements are authorized for the fiscal year 2024:

TSPLOST (2021) Approved Capital Projects \$ 120,105,913

Total Estimated TSPLOST (2021) Fund Expenditures \$ 120,105,913

Section XII. Capital Projects Fund. There is hereby established a Capital Projects Fund for the City of Sandy Springs with an appropriation of \$74,256,000.

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

Federal, State, and Other Funding \$ 24,016,876
Transfer in from General Fund 21,612,811

Total Estimated Capital Fund Expenditures \$ 45,629,687

Use of Prior Year Fund Balance 28,626,313

Total Estimated Capital Fund Expenditures \$ 74,256,000

The following disbursements are authorized for the fiscal year 2024:

<u>PROJECT</u>	<u>FY 2024</u>
Outdoor Art Program	\$ 50,000
Citywide Design Guideline Development	150,000

ORDINANCE NO.

Generator for Mobile Centers	60,000
Trowbridge/Police Department Vehicle Storage	150,000
City Springs - City Green Artificial Turf Installation	530,000
Heritage Lawn Stream Buffer Remediation and Park Renovation Design	250,000
Veterans Park	2,300,000
Facilities Maintenance	354,000
City Springs II (Demolition and Prep)	200,000
Heritage/GA Commission on the Holocaust (Partial Funding)	2,000,000
LUCAS Devices (8)	65,000
Fire Station 4 - Kitchen Renovation	80,000
AirPak SCBA Decontamination Washers (Stations 1, 3, 4)	90,000
Turnout Gear / Personal Protective Equipment	135,000
Fire Equipment Replacement	102,500
Community Development Vehicle	47,043
Rec & Parks Vehicle Replacement (1)	40,000
Fire Administrative Vehicles (2-3/yr)	175,000
Electric Vehicle Initiative	100,000
Police Replacement Fleet Vehicles	1,500,000
Fire Apparatus Replacement (2 Engines - FY2026)	500,000
Parcel Corrections	130,000
Workstation replacement and upgrades	210,000
Infrastructure Hardware replacement	417,000
Video Board - Studio Theatre	250,000
K9 Replacement	15,000
SSPD Ammunition	100,000
Long Island Drive Sidewalk	255,000
Northwood Drive Sidewalk	470,000
Hope Road Sidewalk	1,600,000
Roswell Road Streetscape Phase 2	1,800,000
Peachtree Dunwoody Road Multimodal Study	250,000
High Point Road Pedestrian Crossing Construction	250,000
Traffic Calming	50,000
Roswell Road-MARTA Access to Transit Streetscape	250,000
Roswell Road at Lake Placid Intersection Improvements (Mast Arms and Signals)	350,000
Internally Illuminated Street Name Sign Rehab Program	125,000
City Beautification Program	125,000
Long Island Drive at Mt. Vernon Highway Intersection Improvement	800,000
Morgan Falls Pedestrian Lighting	816,000
TMC Fiber Program	350,000
Guardrail Replacement Program	50,000
Lake Forrest Drive - Allen Road Intersection Improvement	1,200,000
Traffic Management Program	600,000
Intersection and Operational Improvements	725,000
Bridge and Dam Maintenance Program	300,000
Pavement Management Program	7,400,000
PCID – Hammond Drive at GA 400 Turn Lane	400,000

ORDINANCE NO.

Stormwater Repair and Maintenance	160,000
Stormwater Capital Improvements	2,000,000
Flood Mitigation and Resilience Plan	200,000
Morgan Falls Dog Park Improvements	80,000
Abernathy Greenway Enhancements	1,453,311
Morgan Falls Athletic Complex Improvements	1,500,000
Crooked Creek Park Trail Improvements	75,000
Tree Fund - Pilot Projects	35,000
Tree Fund - Education	20,000
Tree Fund – Surveys	15,000
Tree Fund – Invasives	40,000
Tree Fund - Maintenance	175,000
Tree Fund - Trees ATL	100,000
Tree Fund - Capital Projects	320,000

Total Capital Project Fund Expenditures **\$ 34,339,854**

Section XIII. Fleet Fund. There is hereby established a Fleet Fund for the city of Sandy Springs with an appropriation of \$2,362,043.

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

Transfer in from General Fund	\$ 2,362,043
Total Fleet Fund Revenues	\$ 2,362,043

The following disbursements are authorized for the fiscal year 2024:

Vehicles and Apparatus Replacement	\$ 2,362,043
Total Fleet Fund Expenditures	\$ 2,362,043

Section XIV. Public Facilities Authority Fund. There is hereby established a Public Facilities Authority Fund for the City of Sandy Springs with an appropriation of \$578,957,632.

Revenues for the Public Facilities Authority Fund shall be from the following sources:

Transfer in from General Fund	\$ 126,090,954
Transfer in from Capital Project Fund	26,698,031
Sale of Assets	9,283,250
Revenue Bond Proceeds	394,639,542
Interest Income	750,272
Other Revenues	21,495,583
Total Public Facilities Authority Fund Revenues	\$ 578,957,632

The following disbursements are authorized for the fiscal year 2024:

Professional Services	\$ 19,296,211
Infrastructure	195,517,830
Infrastructure – Other	648,025
Infrastructure – Special	10,696,253
Debt Service	255,490,995
Other Projects	86,118,318
Transfer to General Fund	11,190,000
Total Public Facilities Authority Fund Expenditures	\$ 578,957,632

Section XV. Performing Arts Center Fund. There is hereby established a Performing Arts Center Fund for the City of Sandy Springs with an appropriation of \$8,214,647.

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

Performing Arts Center Revenues	\$ 4,180,697
Transfers from Hotel/Motel Fund	1,807,800
Total Performing Arts Center Fund Revenues	\$ 5,988,497

The following disbursements are authorized for the fiscal year 2024:

Performing Arts Center Operations	\$ 8,214,647
Total Performing Arts Center Fund Expenditures	\$ 8,214,647

Section XVI. Stormwater Management Fund. There is hereby established a Stormwater Management Fund for the City of Sandy Springs with an appropriation of \$2,160,000.

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

Transfer in from General Fund	\$ 2,171,560
Total Stormwater Management Fund Revenues	\$ 2,171,560

The following disbursements are authorized for the fiscal year 2024:

Infrastructure Improvements	\$ 2,160,000
Total Stormwater Management Fund Expenditures	\$ 2,160,000

Section XVII. Development Authority. There is hereby established a Development Authority Fund for the City of Sandy Springs with an appropriation of \$453,250.

Revenues for the Development Authority Fund shall be from the following sources:

Contract Payments	\$	450,000
Total Development Authority Fund Revenues	\$	450,000

The following disbursements are authorized for the fiscal year 2024:

Operations	\$	3,250
Transfer to General Fund		450,000
Total Development Authority Fund Expenditures	\$	453,250

APPROVED AND ADOPTED by the Mayor and City Council of the City of Sandy Springs, Georgia, in regular session this 20th day of June 2023.

APPROVED:

Russell K. Paul, Mayor

ATTEST:

Raquel Gonzalez, City Clerk



SANDY SPRINGS
GEORGIA

**FISCAL YEAR 2024
PROPOSED BUDGET**

100 - General Fund Summary

FY 2024 PROPOSED BUDGET

	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Revenues								
Taxes	102,948,758	111,403,943	101,730,000	101,730,000	111,775,370	106,620,000	4,890,000	5%
Licenses and Permits	2,724,358	4,347,846	3,262,000	3,262,000	3,841,877	3,434,000	172,000	5%
Charges for Services	375,071	450,557	390,000	390,000	429,324	390,000	-	0%
Federal Grants	4,666,429	-	-	-	-	-	-	0%
Other Revenues	16,369,016	5,435,038	4,308,420	4,308,420	9,337,637	8,074,880	3,766,460	87%
Subtotal - Revenues	127,083,631	121,637,384	109,690,420	109,690,420	125,384,208	118,518,880	8,828,460	-1%
Expenditures								
City Council	240,945	215,049	239,758	239,758	219,180	284,352	44,594	19%
City Manager	982,919	1,104,094	1,051,249	1,051,249	794,872	1,144,465	93,216	9%
City Clerk	348,266	581,823	569,047	569,047	460,985	640,936	71,889	13%
Finance	1,894,198	2,097,823	2,737,997	2,737,997	2,439,333	3,218,066	480,068	18%
Legal	1,859,951	996,928	1,238,645	1,238,645	1,501,207	1,601,143	362,498	29%
Information Technology	1,988,241	2,750,989	3,362,329	3,362,329	3,127,785	3,853,108	490,779	15%
Human Resources	563,087	638,728	801,438	801,438	717,185	914,826	113,388	14%
Facilities	3,934,945	5,029,623	6,213,888	6,213,888	5,467,722	7,026,596	812,707	13%
Communications	1,602,260	1,618,551	1,999,320	1,999,320	1,635,829	2,221,091	221,771	11%
General Administration	3,671,564	2,299,474	3,046,894	3,046,894	2,684,079	3,362,363	315,469	10%
Court	1,207,231	928,723	1,549,977	1,549,977	1,053,748	1,483,050	(66,927)	-4%
Police	22,175,352	24,224,814	27,026,039	27,026,039	26,143,094	29,688,684	2,662,644	10%
Fire	17,782,800	15,309,049	16,551,969	16,551,969	15,673,862	18,667,467	2,115,498	13%
Emergency Management	1,439,385	1,201,537	1,311,647	1,311,647	1,128,712	1,501,199	189,552	14%
Public Works	10,829,619	11,236,561	13,475,951	13,475,951	11,194,307	15,136,532	1,660,581	12%
Fleet	249,446	309,536	359,135	359,135	342,120	404,724	45,589	13%
Recreation and Parks	2,989,782	3,337,199	3,970,339	3,970,339	3,544,882	4,293,709	323,370	8%
Community Development	3,441,402	4,425,847	5,781,394	5,781,394	4,823,859	6,113,594	332,200	6%
Economic Development	278,838	138,925	623,630	623,630	245,799	655,425	31,794	5%
Other Financing Uses	32,800,385	52,480,014	38,709,325	44,232,697	42,743,217	38,993,501	(5,239,195)	-12%
Subtotal - Expenditures	110,280,615	130,925,286	130,619,972	136,143,344	125,941,778	141,204,831	5,061,488	4%
Balance	16,803,016	(9,287,901)	(20,929,552)	(26,452,924)	(557,569)	(22,685,951)	3,766,972	-14%

Employees	FY 2021	FY 2022	FY 2023	FY 2024
Full-Time Employees	473	483	505	519
Part-Time Employees	74	74	85	75
TOTAL	547	557	590	594

100 - General Fund Revenues

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Taxes								
311100 Property Taxes	40,806,242	42,448,567	42,500,000	42,500,000	45,006,112	44,000,000	1,500,000	4%
311310 Motor Vehicle	114,040	103,777	80,000	80,000	74,956	60,000	(20,000)	-25%
311315 Motor Vehicle (TAVT)	3,903,708	4,292,215	3,750,000	3,750,000	4,155,337	4,000,000	250,000	7%
311340 Intangible Tax	1,512,230	1,294,437	900,000	900,000	484,281	450,000	(450,000)	-50%
311600 Real Estate Transfer Tax	590,558	675,653	650,000	650,000	250,068	250,000	(400,000)	-62%
311710 Electric Franchise Fee	5,887,944	5,931,636	5,800,000	5,800,000	6,495,309	6,100,000	300,000	5%
311730 Gas Franchise Fee	840,487	897,302	700,000	700,000	935,832	800,000	100,000	14%
311750 Cable TV Franchise Fee	1,569,882	1,478,957	1,300,000	1,300,000	1,305,393	1,300,000	-	0%
311760 Telephone Franchise Fee	219,096	185,892	150,000	150,000	143,249	135,000	(15,000)	-10%
311790 Solid Waste Franchise Fee	507,212	598,353	400,000	400,000	604,652	600,000	200,000	50%
313100 Local Option Sales Tax	27,686,326	33,514,398	26,500,000	26,500,000	30,959,186	29,000,000	2,500,000	9%
314200 Alcoholic Beverage Excise Tax	1,265,842	1,153,425	1,000,000	1,000,000	945,179	900,000	(100,000)	-10%
314300 Excise Mixed Drink Tax	481,985	747,424	500,000	500,000	617,875	500,000	-	0%
316100 Business and Occupational Tax	9,714,300	10,288,905	9,750,000	9,750,000	11,015,318	10,000,000	250,000	3%
316110 Business Audit Revenue	313,602	10,816	50,000	50,000	-	25,000	(25,000)	-50%
316200 Insurance Premium Tax	7,535,304	7,782,186	7,700,000	7,700,000	8,782,622	8,500,000	800,000	10%
Subtotal - Taxes	102,948,758	111,403,943	101,730,000	101,730,000	111,775,370	106,620,000	4,890,000	5%
Licenses and Permits								
321100 Alcoholic Beverage Licenses	686,547	694,825	700,000	700,000	721,018	720,000	20,000	3%
321910 Firearm Permits	52,660	48,979	50,000	50,000	32,191	30,000	(20,000)	-40%
321910 Server Pouring Permits	41,500	50,100	40,000	40,000	31,702	30,000	(10,000)	-25%
322210 Planning/Zoning Fees	102,825	105,095	100,000	100,000	66,923	65,000	(35,000)	-35%
322215 Development Review Fee	131,741	372,378	250,000	250,000	235,134	225,000	(25,000)	-10%
323120 Building Permits	1,509,948	2,870,128	2,000,000	2,000,000	2,640,039	2,300,000	300,000	15%
323130 Plumbing Permits	2,595	12,303	7,000	7,000	3,861	3,000	(4,000)	-57%
323140 Electrical Permits	40,344	24,505	20,000	20,000	5,833	6,000	(14,000)	-70%
323160 HVAC Permits	61,586	55,338	50,000	50,000	19,290	18,000	(32,000)	-64%
323920 Building Reinspection Fees	5,850	7,950	5,000	5,000	2,675	2,000	(3,000)	-60%
341320 Development Impact Fees	43,362	34,089	-	-	42,365	-	-	0%
346900 Special Event Permits	5,350	12,000	-	-	-	-	-	0%
389100 Permit Technology Fee	40,050	60,156	40,000	40,000	40,845	35,000	(5,000)	-13%
Subtotal - Licenses and Permits	2,724,358	4,347,846	3,262,000	3,262,000	3,841,877	3,434,000	172,000	5%
Charges for Services								
347500 Recreation Fees - Gymnastics	39,491	20,045	75,000	75,000	45,000	40,000	(35,000)	-47%
347501 Recreation Fees - Athletics & Leisure	33,041	70,285	50,000	50,000	53,806	50,000	-	0%
347900 Tennis Center	120,000	120,000	100,000	100,000	132,300	120,000	20,000	20%
347910 Facility Rentals	86,394	161,738	100,000	100,000	145,434	135,000	35,000	35%
349900 Other Charges for Services	96,145	78,489	65,000	65,000	52,784	45,000	(20,000)	-31%
Subtotal - Charges for Services	375,071	450,557	390,000	390,000	429,324	390,000	-	0%

100 - General Fund Revenues

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Other Revenues								
331100 Federal Grants	4,566,429	-	-	-	-	-	-	0%
334110 GDOT LMIG	100,000	-	-	-	-	-	-	0%
343300 GDOT	141,120	141,120	141,120	141,120	141,120	141,120	-	0%
351170 Municipal Court Fines	2,537,398	2,460,443	2,300,000	2,300,000	2,549,333	2,500,000	200,000	9%
361000 Interest Revenue	120,186	411,043	120,000	120,000	3,318,716	3,000,000	2,880,000	2400%
341910 Election Qualifying Fees	-	10,500	-	-	-	-	-	0%
342900 Public Safety Fees	60,800	34,330	20,000	20,000	15,000	15,000	(5,000)	-25%
349900 Other Charges for Services	-	-	-	-	-	-	-	0%
381000 Royalties/Rental Revenue	286,336	279,416	275,000	275,000	297,045	300,000	25,000	9%
389000 Miscellaneous Revenues	171,012	187,375	100,000	100,000	222,079	200,000	100,000	100%
389200 Insurance Reimbursement	109,912	100,016	70,000	70,000	282,084	75,000	5,000	7%
391275 Transfers in from Hotel/Motel	751,157	1,221,653	999,600	999,600	1,501,416	1,313,760	314,160	31%
391280 Transfers in from Motor Vehicle	87,402	78,222	75,000	75,000	73,348	80,000	5,000	7%
391356 Transfers in Impact Fee	-	-	-	-	-	-	-	0%
391360 Transfers in PFA	11,190,000	-	-	-	-	-	-	0%
391840 Transfers in Development Authority	894,426	183,342	182,700	182,700	925,236	450,000	267,300	146%
392100 Sale of Assets	19,267	327,578	25,000	25,000	12,260	-	(25,000)	-100%
393500 Proceeds from Capital Lease	-	-	-	-	-	-	-	0%
399999 Use of Fund Balance	-	-	-	-	-	-	-	0%
Subtotal - Other Revenues	21,035,445	5,435,038	4,308,420	4,308,420	9,337,637	8,074,880	3,766,460	87%
TOTAL REVENUES	127,083,631	121,637,384	109,690,420	109,690,420	125,384,208	118,518,880	8,828,460	8%

1001310 - City Council

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
<u>Personnel</u>								
511100 Regular Salaries	148,000	148,000	148,000	148,000	147,998	198,000	50,000	34%
512104 Life Insurance	-	-	-	-	-	997	997	0%
512200 Social Security	9,176	8,694	9,176	9,176	8,343	12,276	3,100	34%
512300 Medicare	2,146	2,033	2,146	2,146	1,951	2,871	725	34%
512600 Unemployment Tax	609	530	740	740	686	700	(40)	-5%
512700 Workers Compensation	272	239	296	296	708	708	412	139%
Subtotal - Personnel	160,203	159,496	160,358	160,358	159,686	215,552	55,194	34%
<u>Operations</u>								
521200 Professional Services	32,391	-	-	-	-	-	-	0%
523200 Communications	4,142	4,577	4,400	4,400	4,163	4,800	400	9%
523500 Travel	-	2,949	10,000	10,000	6,304	10,000	-	0%
523600 Dues & Fees	40,868	35,190	43,000	43,000	35,960	37,000	(6,000)	-14%
523700 Education/Training	650	4,445	5,000	5,000	5,000	7,500	2,500	50%
531100 General Operating Supplies	1,272	1,869	3,000	3,000	2,329	2,000	(1,000)	-33%
531300 Hospitality	1,419	6,523	14,000	14,000	5,739	7,500	(6,500)	-46%
Subtotal - Operations	80,742	55,553	79,400	79,400	59,495	68,800	(10,600)	-13%
TOTAL DEPARTMENT	240,945	215,049	239,758	239,758	219,180	284,352	44,594	19%

Employees

Mayor

Council

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
1	1	1	1
6	6	6	6
7	7	7	7

1001320 - City Manager

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
<u>Personnel</u>								
511100 Regular Salaries	704,077	797,598	713,329	713,329	570,877	773,862	60,533	8%
511110 Bonuses	16,500	12,000	19,525	19,525	14,000	19,000	(525)	-3%
512101 Health Insurance	61,082	53,024	63,986	63,986	43,826	92,041	28,055	44%
512102 Disability Insurance	1,260	1,871	2,854	2,854	1,339	3,169	314	11%
512103 Dental Insurance	2,874	3,520	5,577	5,577	3,424	5,688	111	2%
512104 Life Insurance	4,158	3,704	6,883	6,883	1,942	5,651	(1,232)	-18%
512200 Social Security	36,037	38,950	44,226	44,226	28,101	49,157	4,931	11%
512300 Medicare	10,231	11,485	10,343	10,343	8,773	11,496	1,153	11%
512401 Retirement	86,611	110,096	102,779	102,779	62,433	113,402	10,623	10%
512402 Retirement-Matching	28,621	29,556	34,295	34,295	20,354	37,534	3,239	9%
512600 Unemployment Tax	1,103	508	1,000	1,000	551	800	(200)	-20%
512700 Workers Compensation	1,207	1,075	1,427	1,427	2,176	2,500	1,073	75%
Subtotal - Personnel	953,761	1,063,387	1,006,224	1,006,224	757,797	1,114,300	108,076	11%
<u>Operations</u>								
521200 Professional Services	-	-	-	-	-	-	-	0%
523200 Communications	5,154	3,655	5,040	5,040	2,008	2,028	(3,012)	-60%
523400 Printing & Binding	-	1,436	500	500	-	500	-	0%
523500 Travel	223	493	6,200	6,200	6,429	6,200	-	0%
523600 Dues & Fees	6,093	11,746	13,790	13,790	11,328	7,333	(6,457)	-47%
523700 Education/Training	5,656	14,075	10,495	10,495	9,529	5,105	(5,390)	-51%
531100 General Operating Supplies	1,926	3,613	5,000	5,000	4,081	5,000	-	0%
531300 Hospitality	10,106	5,689	4,000	4,000	3,701	4,000	-	0%
Subtotal - Operations	29,158	40,707	45,025	45,025	37,076	30,166	(14,859)	-33%
TOTAL DEPARTMENT	982,919	1,104,094	1,051,249	1,051,249	794,872	1,144,465	93,216	9%

Employees

Full-Time Employees

TOTAL

	FY 2021	FY 2022	FY 2023	FY 2024
Full-Time Employees	4	4	4	4
TOTAL	4	4	4	4

1001330 - City Clerk
FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	202,917	201,475	312,825	312,825	255,312	333,503	20,678	7%
511110 Bonuses	9,000	6,000	10,275	10,275	18,588	10,200	(75)	-1%
512101 Health Insurance	26,057	36,256	54,513	54,513	48,293	56,770	2,257	4%
512102 Disability Insurance	1,056	544	2,284	2,284	953	2,535	251	11%
512103 Dental Insurance	1,295	2,177	3,901	3,901	2,968	3,401	(500)	-13%
512104 Life Insurance	1,517	1,196	2,213	2,213	2,144	2,499	286	13%
512200 Social Security	12,489	11,753	19,395	19,395	15,130	20,677	1,282	7%
512300 Medicare	2,921	2,749	4,536	4,536	3,629	4,836	300	7%
512401 Retirement	20,188	20,792	37,539	37,539	25,162	40,020	2,481	7%
512402 Retirement-Matching	9,357	9,014	15,641	15,641	11,310	16,675	1,034	7%
512600 Unemployment Tax	443	338	1,000	1,000	390	600	(400)	-40%
512700 Workers Compensation	651	466	626	626	1,656	1,600	974	156%
Subtotal - Personnel	287,891	292,760	464,747	464,748	385,535	493,316	28,568	6%
Operations								
521300 Technical Services	40,373	41,224	57,900	57,900	57,900	130,170	72,270	125%
523200 Communications	1,574	1,286	2,200	2,200	1,782	2,500	300	14%
523300 Advertising	151	300	2,000	2,000	575	2,200	200	10%
523400 Printing & Binding	516	3,171	10,000	10,000	1,000	-	(10,000)	-100%
523500 Travel	-	-	3,500	3,500	3,402	3,500	-	0%
523600 Dues & Fees	5,777	4,326	2,250	2,250	4,332	2,300	50	2%
523700 Education/Training	755	1,521	3,450	3,450	3,450	3,450	-	0%
523900 Contractual Services	10,015	235,432	20,000	20,000	930	-	(20,000)	-100%
531100 General Operating Supplies	592	1,454	1,500	1,500	1,500	2,000	500	33%
531270 Gasoline	-	25	1,000	1,000	-	1,000	-	0%
531300 Hospitality	106	324	500	500	580	500	-	0%
531600 Small Tools & Equipment	517	-	-	-	-	-	-	0%
Subtotal - Operations	60,375	289,063	104,300	104,300	75,451	147,620	43,320	42%
TOTAL DEPARTMENT	348,266	581,823	569,047	569,048	460,985	640,936	71,888	13%

Employees

Full-Time Employees

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
3	3	4	4
3	3	4	4

1001500 - Finance

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	1,189,299	1,337,006	1,680,054	1,680,054	1,457,749	1,829,901	149,847	9%
511110 Bonuses	38,000	17,550	37,850	37,850	47,550	34,475	(3,375)	-9%
512101 Health Insurance	133,367	133,760	201,913	201,913	182,213	211,452	9,539	5%
512102 Disability Insurance	4,249	3,958	11,988	11,988	5,529	13,307	1,319	11%
512103 Dental Insurance	6,400	6,680	10,152	10,152	6,790	10,397	245	2%
512104 Life Insurance	9,080	9,029	13,280	13,280	11,224	14,419	1,139	9%
512200 Social Security	75,762	79,718	104,163	104,163	88,323	113,454	9,291	9%
512300 Medicare	17,793	19,029	24,361	24,361	21,011	26,534	2,173	9%
512401 Retirement	117,472	129,181	201,606	201,606	152,629	219,588	17,982	9%
512402 Retirement-Matching	49,336	54,317	84,003	84,003	64,580	91,495	7,492	9%
512600 Unemployment Tax	2,410	2,183	2,000	2,000	3,104	3,500	1,500	75%
512700 Workers Compensation	5,864.00	3,391.00	4,200	4,200	5,367	6,000	1,800	43%
Subtotal - Personnel	1,649,032	1,795,802	2,375,571	2,375,571	2,046,069	2,574,521	198,950	11%
Operations								
521200 Professional Services	8,193	7,500	25,000	25,000	20,647	30,000	5,000	20%
521210 Professional Services - Audit	84,975	53,500	70,000	70,000	51,230	70,000	-	0%
521300 Technical Services	103,902	194,297	185,000	185,000	268,780	467,860	282,860	153%
522210 Rep & Maint - Equipment	-	-	-	-	-	2,600	2,600	0%
523200 Communications	3,817	2,761	6,000	6,000	2,866	3,400	(2,600)	-43%
523300 Advertising	2,430	4,080	10,000	10,000	7,900	8,250	(1,750)	-18%
523400 Printing & Binding	1,615	4,190	3,000	3,000	3,212	4,500	1,500	50%
523500 Travel	-	-	7,000	7,000	-	5,000	(2,000)	-29%
523600 Dues & Fees	4,655	8,305	9,134	9,134	7,336	9,135	1	0%
523700 Education/Training	4,798	8,822	15,000	15,000	9,135	14,500	(500)	-3%
523900 Contractual Services	18,971	12,925	15,000	15,000	9,091	14,600	(400)	-3%
523950 Merchant Services Charges	426	292	292	292	327	-	(292)	-100%
523955 Bank Service Charges	-	-	-	-	-	900	900	0%
531100 General Operating Supplies	4,014	4,505	7,500	7,500	7,222	5,300	(2,200)	-29%
531300 Hospitality	315	527	1,500	1,500	1,023	2,000	500	33%
531750 Uniforms	114	317	1,000	1,000	995	2,000	1,000	100%
542400 Computer Equipment	6,941	-	7,000	7,000	3,500	3,500	(3,500)	-50%
Subtotal - Operations	245,166	302,021	362,426	362,426	393,264	643,545	281,119	28%
TOTAL DEPARTMENT	1,894,198	2,097,823	2,737,997	2,737,997	2,439,333	3,218,066	480,068	18%

Employees

Full-Time Employees

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
21	20	21	22
21	20	21	22

1001530 - Legal

FY 2024 PROPOSED BUDGET



	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	-	131,711	203,750	203,750	94,163	263,475	59,725	29%
511110 Bonuses	-	-	3,050	3,050	-	6,500	3,450	113%
512101 Health Insurance	-	8,676	40,791	40,791	17,414	51,393	10,602	26%
512102 Disability Insurance	-	659	1,142	1,142	388	1,267	126	11%
512103 Dental Insurance	-	666	2,371	2,371	1,164	3,290	919	39%
512104 Life Insurance	-	873	1,710	1,710	584	2,322	612	36%
512200 Social Security	-	7,896	12,633	12,633	6,274	16,335	3,703	29%
512300 Medicare	-	1,728	2,954	2,954	1,357	3,820	866	29%
512401 Retirement	-	11,364	24,450	24,450	10,369	31,617	7,167	29%
512402 Retirement-Matching	-	5,392	10,188	10,188	5,375	13,174	2,986	29%
512600 Unemployment Tax	-	145	200	200	100	400	200	100%
512700 Workers Compensation	-	390	408	408	522	750	342	84%
Subtotal - Personnel	-	169,500	303,645	303,645	137,710	394,343	90,698	30%
Operations								
521250 Professional Services - Legal	648,908	609,840	485,000	485,000	660,280	600,000	115,000	24%
521255 Professional Services - Litigation	1,211,043	217,588	450,000	450,000	703,217	600,000	150,000	33%
523200 Communications	-	-	-	-	-	800	800	0%
523500 Travel	-	-	-	-	-	-	-	0%
523600 Dues & Fees	-	-	-	-	-	1,500	1,500	0%
523700 Training	-	-	-	-	-	2,500	2,500	0%
531100 General Operating Supplies	-	-	-	-	-	1,500	1,500	0%
531300 Hospitality	-	-	-	-	-	500	500	0%
Subtotal - Operations	1,859,951	827,428	935,000	935,000	1,363,497	1,206,800	271,800	29%
TOTAL DEPARTMENT	1,859,951	996,928	1,238,645	1,238,645	1,501,207	1,601,143	362,498	29%

Employees

Full-Time Employees

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
-	2	2	3
-	2	2	3

1001535 - Information Technology

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actuals	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	1,096,567	1,239,799	1,506,827	1,506,827	1,352,706	1,841,614	334,787	22%
511110 Bonuses	27,000	22,125	32,550	32,550	38,300	27,900	(4,650)	-14%
512101 Health Insurance	156,105	169,602	202,233	202,233	213,051	295,597	93,365	46%
512102 Disability Insurance	3,808	3,903	9,705	9,705	4,276	10,773	1,068	11%
512103 Dental Insurance	8,059	8,639	10,528	10,528	6,712	14,150	3,622	34%
512104 Life Insurance	8,557	8,355	11,236	11,236	8,696	14,717	3,480	31%
512200 Social Security	65,862	73,940	93,423	93,423	81,816	114,180	20,757	22%
512300 Medicare	15,627	17,292	21,849	21,849	19,356	26,703	4,854	22%
512401 Retirement	117,866	137,447	180,819	180,819	136,267	220,994	40,174	22%
512402 Retirement-Matching	53,742	61,050	75,341	75,341	58,315	92,081	16,739	22%
512600 Unemployment Tax	2,000	1,353	1,350	1,350	2,520	3,000	1,650	122%
512700 Workers Compensation	4,897	2,908	3,767	3,767	4,737	5,500	1,733	46%
Subtotal - Personnel	1,560,090	1,746,413	2,149,629	2,149,629	1,926,752	2,667,208	517,579	24%
Operations								
521300 Technical Services	188,394	592,276	777,500	777,500	777,500	765,700	(11,800)	-2%
521310 Technical Services - Security	64,021	142,036	243,000	243,000	243,000	218,300	(24,700)	-10%
522320 Equipment Lease	97,388	95,738	92,000	92,000	92,000	81,000	(11,000)	-12%
523200 Communications	13,083	8,957	11,200	11,200	8,178	11,900	700	6%
523500 Travel	-	1,252	7,000	7,000	7,000	11,200	4,200	60%
523600 Dues & Fees	3,739	4,681	6,000	6,000	4,363	5,000	(1,000)	-17%
523700 Education/Training	872	12,559	14,000	14,000	14,000	26,300	12,300	88%
523900 Contractual Services	2,395	11,069	15,000	15,000	9,288	31,000	16,000	107%
531100 General Operating Supplies	5,594	5,868	5,500	5,500	4,204	4,000	(1,500)	-27%
531600 Small Tools & Equipment	7,794	21,283	30,000	30,000	30,000	20,000	(10,000)	-33%
531750 Uniforms	-	-	1,500	1,500	1,500	1,500	-	0%
542400 Computer Equipment	44,871	108,857	10,000	10,000	10,000	10,000	-	0%
Subtotal - Operations	428,151	1,004,576	1,212,700	1,212,700	1,201,033	1,185,900	(26,800)	-2%
TOTAL DEPARTMENT	1,988,241	2,750,989	3,362,329	3,362,329	3,127,785	3,853,108	490,779	15%

Employees

Full-Time Employees

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
16	16	17	19
16	16	17	19

1001540 - Human Resources

FY 2024 PROPOSED BUDGET

	FY 2021 Actual	FY 2023 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
<u>Personnel</u>								
511100 Regular Salaries	269,870	304,053	373,080	373,080	359,292	397,992	24,912	7%
511110 Bonuses	10,000	3,825	11,800	11,800	11,300	11,300	(500)	-4%
512101 Health Insurance	47,427	65,116	75,844	75,844	80,062	84,294	8,449	11%
512102 Disability Insurance	684	970	2,284	2,284	1,131	2,535	251	11%
512103 Dental Insurance	1,480	3,130	3,994	3,994	4,135	4,566	573	14%
512104 Life Insurance	2,067	2,070	2,632	2,632	2,296	2,984	353	13%
512200 Social Security	16,463	18,044	23,131	23,131	22,000	24,676	1,545	7%
512300 Medicare	3,850	4,339	5,410	5,410	7,462	5,771	361	7%
512401 Retirement	26,205	29,391	44,770	44,770	40,665	47,759	2,989	7%
512402 Retirement-Matching	8,847	10,722	18,654	18,654	14,804	19,900	1,246	7%
512600 Unemployment Tax	514	421	750	750	734	800	50	7%
512700 Workers Compensation	593.00	493.00	746	746	864	900	154	21%
Subtotal - Personnel	388,000	442,574	563,093	563,093	544,745	603,476	40,383	7%
<u>Operations</u>								
521200 Professional Services	162,632	183,159	209,250	209,250	150,680	229,250	20,000	10%
523200 Communications	2,195	1,937	1,500	1,500	2,072	1,500	-	0%
523300 Advertising	-	1,374	-	-	-	2,000	2,000	0%
523500 Travel	4,692	-	5,000	5,000	3,000	5,000	-	0%
523600 Dues & Fees	556	906	2,600	2,600	1,365	2,600	-	0%
523700 Education/Training	3,597	5,236	6,995	6,995	4,275	56,000	49,005	701%
531100 General Operating Supplies	1,415	1,978	3,000	3,000	2,890	3,000	-	0%
531300 Hospitality	-	1,564	10,000	10,000	8,158	12,000	2,000	20%
Subtotal - Operations	175,087	196,154	238,345	238,345	172,440	311,350	73,005	31%
TOTAL DEPARTMENT	563,087	638,728	801,438	801,438	717,185	914,826	113,388	14%

Employees

Full-Time Employees

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
4	4	4	4
4	4	4	4

1001565 - Facilities

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	702,210	984,362	1,261,643	1,261,643	962,801	1,183,398	(78,246)	-6%
511110 Bonuses	29,500	18,675	36,525	36,525	38,700	26,600	(9,925)	-27%
512101 Health Insurance	109,759	139,856	197,968	197,968	147,985	198,355	387	0%
512102 Disability Insurance	2,588	3,248	9,705	9,705	3,220	10,773	1,068	11%
512103 Dental Insurance	6,041	5,963	10,265	10,265	6,542	9,603	(662)	-6%
512104 Life Insurance	5,243	6,781	10,220	10,220	6,532	9,615	(606)	-6%
512200 Social Security	43,936	60,196	78,222	78,222	58,444	73,371	(4,851)	-6%
512300 Medicare	10,051	14,078	18,294	18,294	14,183	17,159	(1,135)	-6%
512401 Retirement	71,709	104,625	151,397	151,397	102,031	142,008	(9,390)	-6%
512402 Retirement-Matching	29,646	46,713	63,082	63,082	45,003	59,170	(3,912)	-6%
512600 Unemployment Tax	1,410	1,378	2,000	2,000	2,959	3,200	1,200	60%
512700 Workers Compensation	12,529	5,173	12,616	12,616	19,319	21,000	8,384	66%
Subtotal - Personnel	1,024,622	1,391,046	1,851,938	1,851,938	1,407,719	1,754,250	(97,688)	-5%
Operations								
521200 Professional Services	282,063	326,297	39,796	39,796	49,552	64,696	24,900	63%
521300 Technical Services	54,819	66,050	104,587	104,587	104,180	141,746	37,159	36%
522100 Cleaning	275,604	290,733	372,880	372,880	292,525	331,614	(41,266)	-11%
522110 Garbage Disposal	45,240	55,271	83,000	83,000	59,820	83,000	-	0%
522210 Repairs & Maintenance - Equipment	243,543	259,198	400,550	400,550	392,906	450,150	49,600	12%
522220 Repairs & Maintenance - Building	682,780	889,809	960,634	960,634	960,246	1,355,408	394,774	41%
522230 Repairs & Maintenance - Vehicles	-	-	-	-	-	5,000	5,000	0%
522310 Building Operating Lease	304,647	320,526	325,000	325,000	376,598	391,653	66,653	21%
522320 Equipment Lease	26,714	16,335	34,000	34,000	34,000	34,000	-	0%
523200 Communications	8,820	12,507	9,990	9,990	13,236	9,990	-	0%
523250 Postage	28,016	23,122	39,000	39,000	35,444	39,000	-	0%
523700 Education/Training	595	7,598	15,500	15,500	14,650	15,500	-	0%
523900 Contractual Services	-	-	334,887	334,887	321,201	334,887	-	0%
531100 General Operating Supplies	55,183	101,452	150,000	150,000	100,437	150,000	-	0%
531210 Water	246,176	433,564	321,200	321,200	300,351	359,272	38,072	12%
531220 Natural Gas	72,650	65,716	86,126	86,126	108,757	128,935	42,809	50%
531230 Electricity	577,414	635,960	690,300	690,300	720,531	846,354	156,054	23%
531270 Gasoline	988	-	50,000	50,000	2,931	5,000	(45,000)	-90%
531600 Small Tools & Equipment	1,012	14,718	10,000	10,000	8,702	10,000	-	0%
531750 Uniforms	4,059	6,783	12,000	12,000	12,334	12,000	-	0%
541200 Site Improvement	-	109,313	200,000	200,000	151,602	331,000	131,000	66%
542100 Machinery & Equipment	-	-	-	-	-	68,141	68,141	0%
542200 Motor Vehicles	-	-	-	-	-	-	-	0%
542400 Computer Equipment	-	3,625	22,500	22,500	-	5,000	(17,500)	-78%
579000 Contingencies	-	-	100,000	100,000	-	100,000	-	0%
Subtotal - Operations	2,910,323	3,638,577	4,361,950	4,361,950	4,060,003	5,272,345	910,395	21%

1001565 - Facilities
 FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
TOTAL DEPARTMENT	3,934,945	5,029,623	6,213,888	6,213,888	5,467,722	7,026,596	812,707	13%

Employees

Full-Time Employees

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
14	16	17	16
14	16	17	16

1001570 - Communications

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	580,570	574,889	683,034	683,034	560,668	797,058	114,024	17%
511110 Bonuses	-	8,275	16,075	16,075	10,900	13,650	(2,425)	-15%
512101 Health Insurance	58,351	73,873	77,199	77,199	85,484	103,468	26,269	34%
512102 Disability Insurance	2,166	2,303	3,996	3,996	2,251	4,436	440	11%
512103 Dental Insurance	3,890	4,782	5,060	5,060	4,510	6,148	1,089	22%
512104 Life Insurance	4,865	4,677	5,163	5,163	4,403	6,280	1,116	22%
512200 Social Security	34,725	35,017	42,348	42,348	37,134	49,418	7,069	17%
512300 Medicare	8,121	8,189	9,904	9,904	8,143	11,557	1,653	17%
512401 Retirement	58,031	57,410	81,964	81,964	52,558	95,647	13,683	17%
512402 Retirement-Matching	22,425	26,019	34,152	34,152	23,115	39,853	5,701	17%
512600 Unemployment Tax	970	680	1,000	1,000	981	1,200	200	20%
512700 Workers Compensation	2,536	1,414	2,049	2,049	2,541	3,000	951	46%
Subtotal - Personnel	776,650	797,528	961,945	961,945	792,688	1,131,715	169,770	18%
Operations								
521200 Professional Services - Public Relations	-	-	117,500	117,500	33,115	121,000	3,500	3%
521201 Professional Services - Call Center	565,983	582,963	604,000	604,000	477,063	619,000	15,000	2%
522230 Repairs & Maintenance - Vehicles	610	250	-	-	200,151	-	-	0%
523200 Communications	4,788	4,687	5,566	5,566	4,491	5,566	-	0%
523300 Advertising	8,675	5,460	25,000	25,000	18,543	25,000	-	0%
523400 Printing & Binding	5,703	2,276	7,500	7,500	2,272	7,500	-	0%
523500 Travel	552	2,250	2,250	2,250	2,250	2,250	-	0%
523600 Dues & Fees	588	2,491	2,250	2,250	2,247	2,250	-	0%
523700 Education/Training	-	-	5,250	5,250	3,525	8,000	2,750	52%
523900 Contractual Services	10,094	30,041	40,560	40,560	19,900	65,560	25,000	62%
523905 Website Enhancements	211,110	174,543	189,249	189,249	65,468	190,000	751	0%
531100 General Operating Supplies	16,982	1,305	10,000	10,000	13,902	15,000	5,000	50%
531270 Gasoline	-	-	500	500	-	500	-	0%
531300 Hospitality	525	795	5,000	5,000	214	5,000	-	0%
531350 Special Events	-	-	-	-	-	-	-	0%
542400 Computer Equipment	-	13,962	22,750	22,750	-	22,750	-	0%
Subtotal - Operations	825,610	821,023	1,037,375	1,037,375	843,141	1,089,376	52,001	5%
TOTAL DEPARTMENT	1,602,260	1,618,551	1,999,320	1,999,320	1,635,829	2,221,091	221,771	11%

Employees

Full-Time Employees

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
7	7	7	7
7	7	7	7

1001595 - General Administration

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511200 Part-time/Temp Employees	-	6,288	50,000	50,000	-	50,000	-	0%
512200 Social Security	-	393	3,100	3,100	13,386	3,100	-	0%
512300 Medicare	-	92	725	725	3,109	725	-	0%
512500 Tuition Reimbursement	-	14,097	50,000	50,000	42,949	50,000	-	0%
512600 Unemployment Tax	-	-	250	250	9	250	-	0%
512700 Workers Compensation	-	-	50	50	48	50	-	0%
Subtotal - Personnel	-	20,870	104,125	104,125	59,501	104,125	-	0%
Operations								
521200 Professional Services	121,315	98,608	285,000	285,000	451,313	190,000	(95,000)	-33%
521240 Professional Services - Nonprofits	2,072,152	553,313	537,500	537,500	707,500	775,000	237,500	44%
521300 Technical Services	5,240	57,643	-	-	-	-	-	0%
523100 Property & Liability Insurance	1,382,493	1,472,269	1,440,069	1,440,069	1,393,595	1,513,238	73,169	5%
523200 Communications	70,873	73,384	145,200	145,200	72,170	80,000	(65,200)	-45%
531100 General Operating Supplies	17,718	20,328	75,000	75,000	-	25,000	(50,000)	-67%
531270 Gasoline	1,773	3,059	10,000	10,000	-	-	(10,000)	-100%
572100 Payments To Other Agencies	-	-	-	-	-	225,000	225,000	0%
579000 Contingencies	-	-	300,000	300,000	-	300,000	-	0%
579010 Contingency - City Manager	-	-	150,000	150,000	-	150,000	-	0%
Subtotal - Operations	3,671,564	2,278,604	2,942,769	2,942,769	2,624,578	3,258,238	315,469	11%
TOTAL DEPARTMENT	3,671,564	2,299,474	3,046,894	3,046,894	2,684,079	3,362,363	315,469	10%

1002650 - Court

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	480,190	491,540	638,375	638,375	523,919	691,515	53,141	8%
511110 Bonuses	21,500	11,400	17,900	17,900	11,400	19,950	2,050	11%
512101 Health Insurance	65,883	68,883	112,351	112,351	73,931	111,764	(587)	-1%
512102 Disability Insurance	1,645	1,459	5,709	5,709	1,580	6,337	628	11%
512103 Dental Insurance	3,650	3,163	5,683	5,683	3,265	4,261	(1,422)	-25%
512104 Life Insurance	3,703	3,091	4,392	4,392	3,372	5,375	983	22%
512200 Social Security	30,025	30,112	39,579	39,579	27,488	42,874	3,295	8%
512300 Medicare	7,022	7,042	9,256	9,256	6,429	10,027	771	8%
512401 Retirement	48,728	43,302	76,605	76,605	41,196	82,982	6,377	8%
512402 Retirement-Matching	15,540	12,427	31,919	31,919	11,874	34,576	2,657	8%
512600 Unemployment Tax	1,104	1,288	2,000	2,000	2,186	2,300	300	15%
512700 Workers Compensation	6,840	2,980	4,469	4,469	2,981	9,350	4,881	109%
Subtotal - Personnel	685,830	676,687	948,237	948,237	709,620	1,021,310	73,073	18%
Operations								
521260 Professional Services - Court	442,794	204,885	515,000	515,000	280,039	375,000	(140,000)	-27%
521300 Technical Services	69,047	34,185	58,000	58,000	52,188	57,500	(500)	-1%
523200 Communications	3,572	2,851	6,240	6,240	2,951	6,240	-	0%
523300 Advertising	720	1,800	1,800	1,800	1,800	1,800	-	0%
523400 Printing & Binding	1,016	2,128	2,000	2,000	1,661	2,500	500	25%
523500 Travel	-	-	7,000	7,000	-	7,000	-	0%
523600 Dues & Fees	-	590	1,000	1,000	1,000	1,000	-	0%
523700 Education/Training	1,375	1,144	3,000	3,000	1,149	3,000	-	0%
523950 Merchant Services Charges	815	-	-	-	-	-	-	0%
531100 General Operating Supplies	1,875	3,023	3,200	3,200	2,809	3,200	-	0%
531300 Hospitality	187	360	1,500	1,500	531	1,500	-	0%
531600 Small Tools & Equipment	-	1,070	3,000	3,000	-	3,000	-	0%
541200 Site Improvements	-	-	-	-	-	-	-	0%
Subtotal - Operations	521,401	252,036	601,740	601,740	344,128	461,740	(140,000)	-23%
TOTAL DEPARTMENT	1,207,231	928,723	1,549,977	1,549,977	1,053,748	1,483,050	(66,927)	-4%

Employees

Full-Time Employees

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
10	10	10	10
10	10	10	10

1003210 - Police
FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	10,863,588	12,320,296	13,619,399	13,619,399	12,933,295	14,815,933	1,196,534	9%
511110 Bonuses	612,814	567,079	530,000	530,000	520,900	425,000	(105,000)	-20%
511200 Part-Time/Temp Employees	286,900	371,920	500,000	500,000	385,981	600,000	100,000	20%
511300 Overtime	808,679	1,047,293	800,000	800,000	800,000	800,000	-	0%
512101 Health Insurance	1,533,204	1,578,705	1,747,762	1,747,762	2,363,764	2,224,142	476,380	27%
512102 Disability Insurance	37,552	37,865	96,479	96,479	40,315	107,091	10,613	11%
512103 Dental Insurance	81,970	88,468	100,804	100,804	91,290	113,897	13,093	13%
512104 Life Insurance	82,447	79,758	103,922	103,922	81,815	112,510	8,588	8%
512200 Social Security	745,441	854,736	844,403	844,403	876,029	918,588	74,185	9%
512300 Medicare	175,150	200,522	197,481	197,481	207,548	214,831	17,350	9%
512401 Retirement	1,162,625	1,319,228	1,634,328	1,634,328	1,396,603	1,777,912	143,584	9%
512402 Retirement-Matching	508,120	557,837	680,970	680,970	600,532	740,797	59,827	9%
512500 Tuition Reimbursement	31,955	4,920	-	-	-	-	-	0%
512600 Unemployment Tax	14,305	16,866	18,000	18,000	18,000	25,000	7,000	39%
512700 Workers Compensation	410,853	360,073	354,104	354,104	474,807	515,000	160,896	45%
Subtotal - Personnel	17,355,603	19,405,565	21,227,652	21,227,652	20,790,879	23,390,701	2,163,049	10%
Operations								
521200 Professional Services	113,741	101,402	147,160	147,160	104,176	150,556	3,396	2%
521270 Jail Services	212,766	261,260	425,000	425,000	421,475	425,000	-	0%
521275 Inmate Medical Services	109,403	10,761	150,000	150,000	5,809	150,000	-	0%
521300 Technical Services	1,214,403	774,030	1,633,605	1,633,605	1,557,439	1,805,896	172,291	11%
522100 Cleaning Services	84,161	84,096	84,100	84,100	84,096	84,100	-	0%
522110 Garbage Disposal	2,604	2,296	2,100	2,100	2,881	2,100	-	0%
522210 Repairs & Maintenance - Equipment	17,984	19,964	40,000	40,000	39,908	40,000	-	0%
522220 Repairs & Maintenance - Buildings	14,752	12,348	17,500	17,500	17,495	17,500	-	0%
522230 Repairs & Maintenance - Vehicles	472,109	514,080	450,000	450,000	437,343	450,000	-	0%
522310 Building Operating Lease	674,253	683,912	679,000	679,000	786,458	829,604	150,604	22%
522320 Equipment Operating Lease	970	970	2,000	2,000	1,085	2,000	-	0%
523200 Communications	206,362	215,439	242,992	242,992	216,660	224,181	(18,811)	-8%
523250 Postage	2,670	1,786	3,000	3,000	2,735	3,000	-	0%
523300 Advertising	13,930	21,415	20,000	20,000	13,459	25,000	5,000	25%
523400 Printing & Binding	7,372	8,966	7,500	7,500	8,138	10,000	2,500	33%
523500 Travel	38,722	47,762	60,000	60,000	58,545	60,000	-	0%
523600 Dues & Fees	17,953	20,170	20,800	20,800	19,726	19,000	(1,800)	-9%
523700 Education/Training	48,197	83,328	175,500	175,500	101,810	153,000	(22,500)	-13%
523900 Contractual Services	62,855	67,571	7,500	7,500	-	7,500	-	0%
523950 Merchant Services Charges	465	2,525	2,500	2,500	3,156	3,000	500	20%
531100 General Operating Supplies	61,302	98,776	60,000	60,000	59,999	65,770	5,770	10%
531150 Undercover Operations	-	1,562	5,000	5,000	-	5,000	-	0%
531210 Water	2,343	1,253	2,000	2,000	1,372	2,000	-	0%
531220 Natural Gas	17,158	19,956	17,000	17,000	17,000	17,000	-	0%
531230 Electricity	52,999	52,056	55,000	55,000	52,690	55,000	-	0%

1003210 - Police
FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
531270 Gasoline	427,118	656,127	785,000	785,000	674,393	785,000	-	0%
531300 Hospitality	19,425	35,125	30,000	30,000	22,412	30,000	-	0%
531600 Police Equipment	267,539	154,404	375,000	375,000	405,032	275,000	(100,000)	-27%
531750 Uniforms	130,778	219,260	249,130	249,130	236,923	251,775	2,645	1%
541200 Site Improvements	18,297	-	-	-	-	-	-	0%
542100 Machinery & Equipment	-	-	-	-	-	-	-	0%
542200 Vehicles	507,118	646,649	-	-	-	-	-	0%
542400 Computer Equipment	-	-	-	-	-	-	-	0%
579000 Contingencies	-	-	50,000	50,000	-	50,000	-	0%
581200 Capital Lease Principal	-	-	-	-	-	300,000	300,000	0%
582200 Capital Lease Interest	-	-	-	-	-	-	-	0%
Subtotal - Operations	4,819,749	4,819,249	5,798,387	5,798,387	5,352,215	6,297,982	199,595	9%
TOTAL DEPARTMENT	22,175,352	24,224,814	27,026,039	27,026,039	26,143,094	29,688,684	2,362,644	10%

Employees

Full-Time Employees
Part-Time Employees
TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
168	168	169	173
17	17	17	17
185	185	186	190

1003510 - Fire

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	7,671,241	8,214,846	8,677,789	8,677,789	8,569,148	9,649,129	971,340	11%
511110 Bonuses	300,775	193,575	207,700	207,700	261,400	279,150	71,450	34%
511200 Part-Time/Temp Employees	152,163	142,106	150,000	150,000	186,524	160,000	10,000	7%
511300 Overtime	399,540	441,338	415,000	415,000	526,859	415,000	-	0%
512101 Health Insurance	1,298,199	1,372,815	1,592,560	1,592,560	1,645,548	2,127,238	534,678	34%
512102 Disability Insurance	105,702	103,395	66,793	66,793	104,739	144,140	77,347	116%
512103 Dental Insurance	62,841	67,564	79,709	79,709	69,814	99,714	20,005	25%
512104 Life Insurance	54,452	53,612	66,977	66,977	55,265	76,321	9,344	14%
512200 Social Security	496,325	525,123	538,023	538,023	557,532	598,246	60,223	11%
512300 Medicare	116,755	123,446	125,828	125,828	109,302	139,912	14,084	11%
512401 Retirement	805,180	835,596	1,041,335	1,041,335	632,522	1,157,895	116,561	11%
512402 Retirement-Matching	355,029	353,889	433,889	433,889	383,573	482,456	48,567	11%
512600 Unemployment Tax	11,945	11,380	15,000	15,000	16,685	20,000	5,000	33%
512700 Workers Compensation	151,783	141,699	173,556	173,556	233,455	210,000	36,444	21%
Subtotal - Personnel	11,981,930	12,580,384	13,584,158	13,584,158	13,352,366	15,559,202	1,975,045	15%
Operations								
521200 Professional Services	13,200	15,733	14,300	14,300	11,300	14,200	(100)	-1%
521300 Technical Services	86,487	123,778	137,645	137,645	137,645	104,671	(32,974)	-24%
522210 Repairs & Maintenance - Equipment	54,393	64,467	66,500	66,500	65,063	76,500	10,000	15%
522220 Repairs & Maintenance - Buildings	71,591	82,908	60,300	60,300	59,338	80,000	19,700	33%
522230 Repairs & Maintenance - Vehicles	341,980	271,391	257,000	257,000	256,457	300,900	43,900	17%
523200 Communications	46,808	46,642	53,000	53,000	50,115	54,900	1,900	4%
523300 Advertising	-	-	-	-	-	1,000	1,000	0%
523400 Printing & Binding	478	3,516	3,800	3,800	3,874	4,000	200	5%
523500 Travel	5,322	29,867	48,000	48,000	47,229	48,000	-	0%
523600 Dues & Fees	4,581	10,263	12,000	12,000	11,533	12,000	-	0%
523700 Education/Training	23,042	56,337	76,000	76,000	51,327	84,320	8,320	11%
523900 Contractual Services	126,914	116,787	154,000	154,000	99,953	153,844	(156)	0%
531100 General Operating Supplies	59,730	84,970	82,500	82,500	80,418	93,400	10,900	13%
531160 EMS Medical Supplies	104,486	122,058	130,000	130,000	103,717	143,400	13,400	10%
531210 Water	16,358	16,875	25,000	25,000	18,345	25,000	-	0%
531220 Natural Gas	15,475	18,818	35,000	35,000	20,036	25,000	(10,000)	-29%
531230 Electricity	34,649	40,370	52,000	52,000	30,345	52,000	-	0%
531270 Gasoline	118,735	211,658	315,000	315,000	195,996	270,000	(45,000)	-14%
531300 Hospitality	7,775	20,462	14,560	14,560	11,376	23,300	8,740	60%
531600 Small Tools & Equipment	798,333	63,941	70,000	70,000	48,171	79,510	9,510	14%
531750 Uniforms	141,068	100,608	138,000	138,000	130,291	138,000	-	0%
541200 Site Improvements	73,120	47,415	-	-	-	25,000	25,000	0%
542100 Machinery & Equipment	-	29,935	-	-	-	-	-	0%
542200 Vehicles	2,958,011	-	-	-	-	-	-	0%
542300 Furniture & Fixtures	-	4,054	-	-	-	-	-	0%
542400 Computer Equipment	-	2,994	3,000	3,000	-	16,500	13,500	450%
579000 Contingencies	-	-	50,000	50,000	-	50,000	-	0%

1003510 - Fire

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
581200 Capital Lease Principal	595,133	1,021,096	1,078,929	1,078,929	823,652	1,162,162	83,233	8%
582200 Capital Lease Interest	103,203	121,724	91,277	91,277	65,316	70,658	(20,619)	-23%
Subtotal - Operations	5,800,870	2,728,665	2,967,811	2,967,811	2,321,496	3,108,265	140,454	5%
TOTAL DEPARTMENT	17,782,800	15,309,049	16,551,969	16,551,969	15,673,862	18,667,467	2,115,498	13%

Employees

Full-Time Employees
Part-Time Employees
TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
116	117	117	121
5	5	5	4
121	122	122	125

1003810 - Emergency Management

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	83,135	98,531	108,735	108,735	102,564	115,259	6,524	6%
511110 Bonuses	3,500	4,000	1,525	1,525	4,250	4,250	2,725	179%
512101 Health Insurance	6,085	6,243	6,897	6,897	6,497	-	(6,897)	-100%
512102 Disability Insurance	206	216	571	571	231	634	63	11%
512103 Dental Insurance	298	308	343	343	279	-	(343)	-100%
512104 Life Insurance	461	461	847	847	468	862	16	2%
512200 Social Security	5,298	6,282	6,742	6,742	6,622	7,146	404	6%
512300 Medicare	1,239	1,469	1,577	1,577	1,573	1,671	95	6%
512401 Retirement	9,209	11,137	13,048	13,048	11,578	13,831	783	6%
512402 Retirement-Matching	4,221	3,399	5,437	5,437	3,783	5,763	326	6%
512600 Unemployment Tax	122	85	109	109	172	250	141	130%
512700 Workers Compensation	154	137	217	217	241	350	133	61%
Subtotal - Personnel	113,928	132,267	146,047	146,047	138,258	150,017	3,970	21%
Operations								
521200 Professional Services	322,624	260,000	260,000	260,000	260,000	260,000	-	0%
521300 Technical Services	4,722	2,017	8,200	8,200	8,200	12,063	3,863	47%
522210 Repairs & Maintenance - Equipment	2,652	8,982	5,000	5,000	5,000	5,000	-	0%
523200 Communications	2,103	2,148	2,400	2,400	3,369	3,720	1,320	55%
523500 Travel	-	649	5,500	5,500	-	5,500	-	0%
523700 Education/Traing	-	-	1,000	1,000	-	1,450	450	45%
523900 Contractual Services	36,586	2,500	-	-	-	-	-	0%
531100 General Operating Supplies	90,834	13,434	30,000	30,000	10,447	22,000	(8,000)	-27%
531102 Emergency Event Response	263,910	128,767	100,000	100,000	1,787	100,000	-	0%
531600 Small Tools & Equipment	-	8,787	18,500	18,500	16,901	18,000	(500)	-3%
542100 Machinery & Equipment	-	39,959	10,000	10,000	9,749	-	(10,000)	-100%
572000 Payment to Other Agencies	602,027	602,027	675,000	675,000	675,000	873,449	198,449	29%
579000 Contingencies	-	-	50,000	50,000	-	50,000	-	0%
Subtotal - Operations	1,325,457	1,069,270	1,165,600	1,165,600	990,454	1,351,182	185,582	16%
TOTAL DEPARTMENT	1,439,385	1,201,537	1,311,647	1,311,647	1,128,712	1,501,199	189,552	14%

Employees

Full-Time Employees

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
1	1	1	1
1	1	1	1

1004100 - Public Works

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	2,560,011	2,627,729	2,966,437	2,966,437	2,652,698	4,288,070	1,321,633	45%
511110 Bonuses	82,000	46,525	55,425	55,425	98,000	72,400	16,975	31%
511300 Overtime	-	-	-	-	-	10,000	10,000	0%
512101 Health Insurance	358,767	352,502	392,236	392,236	399,807	579,174	186,938	48%
512102 Disability Insurance	10,479	10,564	19,410	19,410	11,803	27,882	8,472	44%
512103 Dental Insurance	19,048	18,950	22,123	22,123	20,384	28,156	6,033	27%
512104 Life Insurance	22,613	21,781	22,526	22,526	23,179	30,091	7,565	34%
512200 Social Security	156,171	159,319	183,919	183,919	160,517	265,860	81,941	45%
512300 Medicare	36,760	37,410	43,013	43,013	37,850	62,177	19,164	45%
512401 Retirement	275,889	279,911	355,972	355,972	288,920	514,568	158,596	45%
512402 Retirement-Matching	120,548	120,004	148,322	148,322	120,303	214,404	66,082	45%
512600 Unemployment Tax	4,073	2,947	3,200	3,200	6,876	7,500	4,300	134%
512700 Workers Compensation	55,468	21,137	35,597	35,597	64,461	75,000	39,403	111%
Subtotal - Personnel	3,701,827	3,698,778	4,248,181	4,248,181	3,884,798	6,175,282	1,927,101	45%
Operations								
521200 Professional Services	20,000	989	70,000	70,000	1,500	140,000	70,000	100%
521300 Technical Services	190,276	161,124	283,426	283,426	225,667	285,500	2,074	1%
522230 Repairs & Maintenance - Vehicles	13,331	8,882	18,000	18,000	14,774	18,000	-	0%
522240 Streetlight Maintenance	15,696	28,977	75,000	75,000	37,984	100,000	25,000	33%
522250 Bridge & Dam Maintenance	8,821	-	-	-	-	-	-	0%
522260 Guardrail Maintenance	-	10,954	25,000	25,000	-	50,000	25,000	100%
522270 Sidewalk Maintenance	-	25,000	75,000	75,000	74,265	75,000	-	0%
522280 Fiber Maintenance	35,416	75,010	75,000	75,000	10,830	75,000	-	0%
522290 Traffic Pole Maintenance	-	-	-	-	-	100,000	100,000	0%
523200 Communications	34,726	31,990	44,444	44,444	27,165	44,444	(0)	0%
523500 Travel	50	189	17,500	17,500	7,255	17,500	-	0%
523600 Dues & Fees	4,086	5,115	7,000	7,000	6,344	7,350	350	5%
523700 Education/Training	6,176	11,669	25,000	25,000	16,263	26,250	1,250	5%
523900 Contractual Services	4,668,960	4,932,847	5,700,000	5,700,000	4,903,538	5,364,806	(335,194)	-6%
531100 General Operating Supplies	17,264	44,295	64,000	64,000	44,366	53,000	(11,000)	-17%
531235 Street Lights	1,426,411	1,470,850	1,575,000	1,575,000	1,474,889	1,600,000	25,000	2%
531270 Gasoline	19,800	29,904	45,000	45,000	14,942	45,000	-	0%
531600 Small Tools & Equipment	30,920	29,369	41,000	41,000	5,079	41,000	-	0%
531700 Other Supplies	387,816	492,286	579,000	579,000	298,817	585,000	6,000	1%
531750 Uniforms	3,038	5,507	8,400	8,400	4,566	8,400	-	0%
542100 Machinery & Equipment	-	-	125,000	125,000	-	125,000	-	0%
542200 Vehicles	-	56,814	-	-	51,814	-	-	0%
572000 Payments to Other Agencies	245,006	116,012	175,000	175,000	89,450	-	(175,000)	-100%
579000 Contingencies	-	-	200,000	200,000	-	200,000	-	0%
Subtotal - Operations	7,127,792	7,537,783	9,227,770	9,227,770	7,309,509	8,961,250	(266,520)	-3%

1004100 - Public Works

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
TOTAL DEPARTMENT	10,829,619	11,236,561	13,475,951	13,475,951	11,194,307	15,136,532	1,660,581	12%

Employees

Full-Time Employees

Tsplost

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
34	34	34	35
	8	10	11
34	34	44	46

1004900 - Fleet Services

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
<u>Personnel</u>								
511100 Regular Salaries	109,065	126,830	138,795	138,795	138,406	152,231	13,435	10%
511110 Bonuses	5,500	3,825	4,275	4,275	3,825	3,825	(450)	-11%
512101 Health Insurance	7,848	13,254	11,643	11,643	18,541	15,426	3,783	32%
512102 Disability Insurance	316	440	1,142	1,142	467	1,267	126	11%
512103 Dental Insurance	361	538	563	563	652	608	45	8%
512104 Life Insurance	712	943	1,032	1,032	948	1,143	110	11%
512200 Social Security	6,756	7,663	8,605	8,605	10,460	9,438	833	10%
512300 Medicare	1,580	1,792	2,013	2,013	2,364	2,207	195	10%
512401 Retirement	10,328	14,237	16,655	16,655	15,405	18,268	1,612	10%
512402 Retirement-Matching	4,269	6,339	6,940	6,940	6,943	7,612	672	10%
512600 Unemployment Tax	197	167	694	694	324	800	106	15%
512700 Workers Compensation	181.00	158.00	278	278	313	400	122	44%
Subtotal - Personnel	147,113	176,186	192,635	192,635	198,648	213,224	20,589	11%
<u>Operations</u>								
521200 Professional Services	82,776	130,996	130,000	130,000	120,581	150,000	20,000	15%
521300 Technical Services	18,937	603	20,000	20,000	19,414	20,000	-	0%
523200 Communications	600	941	1,000	1,000	948	1,000	-	0%
523700 Education/Training	-	-	1,500	1,500	-	1,500	-	0%
531100 General Operating Supplies	-	810	3,500	3,500	2,529	10,000	6,500	186%
531270 Gasoline	-	-	10,000	10,000	-	8,000	(2,000)	-20%
531750 Uniforms	20	-	500	500	-	1,000	500	100%
Subtotal - Operations	102,333	133,350	166,500	166,500	143,472	191,500	25,000	15%
TOTAL DEPARTMENT	249,446	309,536	359,135	359,135	342,120	404,724	45,589	13%

Employees

Full-Time Employees
Part-Time Employees
TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
1	2	2	2
1	0	0	0
2	2	2	2

1006110 - Recreation & Parks

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	811,042	880,937	934,469	934,469	900,748	1,024,983	90,514	10%
511110 Bonuses	26,500	26,050	27,675	27,675	22,900	28,150	475	2%
511200 Part-Time/Temp Employees - Gym	-	-	-	-	-	-	-	0%
511201 Part-Time/Temp Employees - Athletic	85,128	194,788	250,000	250,000	238,314	180,000	(70,000)	-28%
511202 Part-Time/Temp Employees - Park	89,224	92,268	145,000	145,000	118,250	100,000	(45,000)	-31%
511203 Part-Time/Temp Employees - Leisure	28,208	37,001	95,000	95,000	21,674	40,000	(55,000)	-58%
512101 Health Insurance	100,161	112,254	142,280	142,280	103,847	137,827	(4,453)	-3%
512102 Disability Insurance	2,693	3,037	7,421	7,421	2,412	8,138	716	10%
512103 Dental Insurance	4,683	5,029	6,903	6,903	4,350	5,611	(1,291)	-19%
512104 Life Insurance	5,949	6,215	7,987	7,987	4,908	7,686	(301)	-4%
512200 Social Security	60,617	73,319	57,937	57,937	75,275	63,549	5,612	10%
512300 Medicare	14,559	17,467	13,550	13,550	18,460	14,862	1,312	10%
512401 Retirement	88,746	96,895	112,136	112,136	92,805	122,998	10,862	10%
512402 Retirement-Matching	38,652	41,965	46,723	46,723	40,801	51,249	4,526	10%
512600 Unemployment Tax	2,528	3,216	2,500	2,500	4,220	5,000	2,500	100%
512700 Workers Compensation	23,753	17,036	18,689	18,689	25,121	30,000	11,311	61%
Subtotal - Personnel	1,382,441	1,607,477	1,868,271	1,868,271	1,674,085	1,820,053	(123,319)	-3%
Operations								
521300 Technical Services	13,441	15,038	14,818	14,818	15,843	16,405	1,587	11%
522100 Cleaning Services	67,200	79,698	110,000	110,000	122,825	120,000	10,000	9%
522220 Repairs & Maintenance - Buildings	59,409	9,047	10,000	10,000	15,330	10,000	-	0%
522230 Repairs & Maintenance - Vehicles	5,076	7,577	8,000	8,000	25,642	10,000	2,000	25%
522240 Repairs & Maintenance - Parks	237,359	452,733	443,000	443,000	438,970	600,000	157,000	35%
523200 Communications	13,814	12,344	17,005	17,005	12,006	17,005	-	0%
523300 Advertising	7,309	12,447	-	10,000	10,000	20,000	10,000	100%
523400 Printing & Binding	-	-	-	-	-	-	-	0%
523500 Travel	368	2,657	7,000	7,000	5,521	6,000	(1,000)	-14%
523600 Dues & Fees	2,985	2,945	5,000	5,000	4,937	5,000	-	0%
523700 Education/Training	24,367	12,458	6,000	6,000	4,747	8,000	2,000	33%
523900 Contractual Services	848,044	748,969	850,000	850,000	843,546	1,050,000	200,000	24%
523950 Merchant Services Charges	4,671	7,924	12,500	12,500	18,460	16,000	3,500	28%
531100 General Operating Supplies	2,838	5,261	8,000	8,000	6,119	7,000	(1,000)	-13%
531102 Program Supplies	20,385	71,541	70,000	70,000	63,477	115,000	45,000	64%
531210 Water	72,640	48,881	66,500	66,500	48,439	66,500	-	0%
531220 Natural Gas	17,408	16,027	13,500	13,500	13,500	13,500	-	0%
531230 Electricity	143,865	139,473	162,245	162,245	146,168	162,245	-	0%
531270 Gasoline	11,566	20,220	30,000	30,000	20,249	30,000	-	0%
531300 Hospitality	-	1,564	2,000	2,000	1,777	2,000	-	0%
531600 Small Tools & Equipment	30,666	45,916	50,000	50,000	49,242	50,000	-	0%
531700 Materials	-	-	-	-	-	12,000	12,000	0%
531750 Uniforms	1,791	3,048	4,000	4,000	4,000	4,000	-	0%
541200 Site Improvements	22,139	-	50,000	50,000	-	40,000	(10,000)	-20%
542100 Machinery & Equipment	-	-	112,500	112,500	-	43,000	(69,500)	-62%

1006110 - Recreation & Parks

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
542200 Vehicles	-	13,954	-	-	-	-	-	0%
579000 Contingencies	-	-	50,000	40,000	-	50,000	10,000	25%
Subtotal - Operations	1,607,341	1,729,722	2,102,068	2,102,068	1,870,797	2,473,655	371,587	18%
TOTAL DEPARTMENT	2,989,782	3,337,199	3,970,339	3,970,339	3,544,882	4,293,709	248,268	2%

Employees

Full-Time Employees
Part-Time Employees
TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
12	12	12	13
43	43	50	34
55	55	62	47

1007450 - Community Development

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	2,209,836	2,628,795	3,295,772	3,295,772	2,823,902	3,614,793	319,021	10%
511110 Bonuses	79,500	45,225	75,875	75,875	48,900	65,850	(10,025)	-13%
512101 Health Insurance	343,247	405,528	585,081	585,081	464,626	631,631	46,550	8%
512102 Disability Insurance	7,497	8,368	25,119	25,119	9,781	27,882	2,763	11%
512103 Dental Insurance	13,332	17,690	28,636	28,636	19,643	25,379	(3,257)	-11%
512104 Life Insurance	16,207	17,161	25,978	25,978	20,142	28,104	2,125	8%
512200 Social Security	136,462	158,634	204,338	204,338	171,850	224,117	19,779	10%
512300 Medicare	31,915	37,100	47,789	47,789	41,009	52,415	4,626	10%
512401 Retirement	235,866	271,977	395,493	395,493	286,710	433,775	38,283	10%
512402 Retirement-Matching	101,586	111,336	164,789	164,789	118,781	180,740	15,951	10%
512600 Unemployment Tax	4,028	3,999	4,000	4,000	6,159	7,500	3,500	88%
512700 Workers Compensation	45,950	18,511	19,775	19,775	28,470	35,000	15,225	77%
Subtotal - Personnel	3,225,426	3,724,324	4,872,644	4,872,644	4,039,973	5,327,185	454,541	9%
Operations								
521200 Professional Services	-	114,345	300,000	300,000	299,885	-	(300,000)	-100%
521300 Technical Services	7,155	124,398	231,500	231,500	231,499	330,000	98,500	43%
522230 Repairs & Maintenance - Vehicles	18,454	12,737	15,000	15,000	14,080	15,000	-	0%
523200 Communications	30,684	31,900	30,250	30,250	28,931	30,250	-	0%
523300 Advertising	16,719	21,800	20,000	20,000	19,060	20,000	-	0%
523500 Travel	5,171	5,986	13,000	13,000	12,502	10,485	(2,515)	-19%
523600 Dues & Fees	7,292	9,863	12,000	12,000	11,531	16,432	4,432	37%
523700 Education/Training	14,451	11,076	20,000	20,000	24,484	38,742	18,742	94%
523900 Contractual Services	86,165	295,588	120,000	120,000	82,390	150,000	30,000	25%
523950 Merchant Services Charges	66	-	-	-	-	-	-	0%
531100 General Operating Supplies	6,730	23,564	30,000	30,000	13,984	16,000	(14,000)	-47%
531270 Gasoline	18,407	31,092	45,000	45,000	28,122	45,000	-	0%
531300 Hospitality	1,350	11,073	10,000	10,000	9,999	10,000	-	0%
531600 Small Tools	-	-	-	-	-	2,000	2,000	0%
531750 Uniforms	3,332	8,101	12,000	12,000	7,419	15,000	3,000	25%
542300 Furniture & Fixtures	-	-	-	-	-	50,000	50,000	0%
542400 Computer Equipment	-	-	-	-	-	12,500	12,500	0%
579000 Contingency	-	-	50,000	50,000	-	25,000	(25,000)	-50%
Subtotal - Operations	215,976	701,523	908,750	908,750	783,886	786,409	(122,341)	-13%
	3,441,402	4,425,847	5,781,394	5,781,394	4,823,859	6,113,594	332,200	6%
TOTAL DEPARTMENT								

Employees	FY 2021	FY 2022	FY 2023	FY 2024
Full-Time Employees	36	40	46	45
TOTAL	36	40	46	45

1007520 - Economic Development

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Personnel								
511100 Regular Salaries	109,771	74,195	264,683	264,683	126,719	332,148	67,465	25%
511110 Bonuses	1,500	2,750	2,750	2,750	3,000	4,750	2,000	73%
512101 Health Insurance	24,692	6,895	6,897	6,897	15,669	23,139	16,242	236%
512102 Disability Insurance	377	200	1,142	1,142	398	1,350	208	18%
512103 Dental Insurance	1,461	197	220	220	218	977	757	344%
512104 Life Insurance	847	430	602	602	726	1,914	1,312	218%
512200 Social Security	6,444	4,555	16,410	16,410	7,749	20,593	4,183	25%
512300 Medicare	1,507	1,065	3,838	3,838	1,907	4,816	978	25%
512401 Retirement	11,700	7,429	31,762	31,762	8,615	39,858	8,096	25%
512402 Retirement-Matching	5,420	3,705	13,234	13,234	4,473	16,607	3,373	25%
512600 Unemployment Tax	243	98	1,323	1,323	432	625	(698)	-53%
512700 Workers Compensation	1,216	570	529	529	773	1,300	771	146%
Subtotal - Personnel	165,178	102,089	343,390	343,390	170,679	448,077	104,686	30%
Operations								
521205 Professional Services - Other	88,131	-	175,000	175,000	-	60,000	(115,000)	-66%
521300 Technical Services	-	-	-	-	-	63,139	63,139	0%
523200 Communications	1,076	590	1,104	1,104	789	1,200	96	9%
523300 Advertising	9,738	16,935	29,778	29,778	20,100	30,900	1,122	4%
523500 Travel	-	169	4,164	4,164	-	4,400	236	6%
523600 Dues & Fees	11,764	15,264	25,597	25,597	23,332	3,509	(22,088)	-86%
523700 Education/Training	1,931	992	6,200	6,200	2,780	9,010	2,810	45%
531100 General Operating Supplies	294	75	500	500	433	500	-	0%
531300 Hospitality	726	2,811	37,897	37,897	27,686	34,690	(3,207)	-8%
Subtotal - Operations	113,660	36,836	280,240	280,240	75,120	207,348	(72,892)	-26%
TOTAL DEPARTMENT	278,838	138,925	623,630	623,630	245,799	655,425	31,794	5%

Employees

Full-Time Employees

TOTAL

FY 2021	FY 2022	FY 2023	FY 2024
2	2	2	3
2	2	2	3

1009000 - Other Financing Uses

FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Operations								
581300 Note Principal	203,678	207,084	210,549	210,549	210,549	214,070	3,522	2%
582300 Note Interest Expense	31,652	28,246	24,781	24,781	24,781	21,259	(3,522)	-14%
611351 Transfer to Capital Projects	6,923,785	32,963,882	22,208,780	22,708,783	22,958,780	21,612,811	(1,095,971)	-5%
611352 Transfer to Fleet Fund	-	3,000,000	-	4,029,680	4,029,680	2,362,043	(1,667,637)	-41%
611360 Transfer to Public Facilities Authority	22,801,530	13,557,925	12,620,739	13,614,428	13,614,428	12,623,318	(991,111)	-7%
611555 Transfer to Arts Center	1,614,740	1,002,877	1,739,477	1,739,477	-	-	(1,739,477)	-100%
611561 Transfer to Stormwater	1,225,000	1,720,000	1,905,000	1,905,000	1,905,000	2,160,000	255,000	13%
Subtotal - Operations	32,800,385	52,480,014	38,709,325	44,232,697	42,743,217	38,993,501	(5,239,196)	-12%
TOTAL DEPARTMENT	32,800,385	52,480,014	38,709,325	44,232,697	42,743,217	38,993,501	(5,239,196)	-12%

210 - Confiscated Assets Fund

FY 2024 PROPOSED BUDGET

		FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Revenues									
351320	State Seized Fund	17,801	(10,387)	10,000	10,000	65,000	10,000	-	0%
351325	Federal Seized Fund	324,594	302,396	125,000	125,000	135,000	140,000	15,000	12%
361000	Interest Revenue	-	-	-	-	-	-	-	0%
	Subtotal - Revenues	342,395	292,009	135,000	135,000	200,000	150,000	15,000	11%
Expenditures									
521200	Professional Services	11,475	-	5,000	5,000	-	10,000	5,000	100%
522310	Building Lease	-	-	-	-	-	-	-	0%
523500	Travel	-	-	-	-	-	-	-	0%
523700	Training	12,500	-	4,500	4,500	19,000	25,000	20,500	456%
531600	Small Tools & Equipment	172,536	155,051	175,000	175,000	25,000	100,000	(75,000)	-43%
531750	Uniforms	40,230	25,975	-	-	1,000	15,000	15,000	0%
542100	Machinery & Equipment	-	-	-	-	-	-	-	0%
542200	Vehicles	75,034	58,428	-	-	-	-	-	0%
	Subtotal - Expenditures	311,775	239,454	184,500	184,500	45,000	150,000	(34,500)	-19%
BALANCE		30,620	52,555	(49,500)	(49,500)	155,000	-	49,500	-100%

215 - E911 Fund
FY 2024 PROPOSED BUDGET



		FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
<u>Revenues</u>									
342500	E911 Revenues	3,421,332	3,466,272	3,000,000	3,000,000	4,021,404	4,000,000	1,000,000	-75%
	Subtotal - Revenues	3,421,332	3,466,272	3,000,000	3,000,000	4,021,404	4,000,000	1,000,000	-75%
<u>Expenditures</u>									
572000	Transfers to ChatComm	3,421,332	3,466,272	3,000,000	3,000,000	4,021,404	4,000,000	1,000,000	-75%
	Subtotal - Expenditures	3,421,332	3,466,272	3,000,000	3,000,000	4,021,404	4,000,000	1,000,000	-75%
BALANCE		-	-	-	-	-	-	-	0%

220 - Tree Fund
FY 2024 PROPOSED BUDGET



		FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Revenues									
341320	Development Impact	240,533	807,408	600,000	600,000	268,927	300,000	(300,000)	-50%
399999	Use of Fund Balance	-	-	-	-	-	-	-	0%
	Subtotal - Revenues	240,533	807,408	600,000	600,000	268,927	300,000	(300,000)	-50%
Personnel:									
511100	Salaries	-	-	65,000	65,000	52,672	74,200	9,200	14%
511110	Bonus	-	-	-	-	-	1,750	1,750	0%
512101	Health Insurance	-	-	20,395	20,395	8,491	7,713	(12,683)	-62%
512102	Disability Insurance	-	-	571	571	60	100	(471)	-82%
512103	Dental Insurance	-	-	1,185	1,185	160	238	(947)	-80%
512104	Life Insurance	-	-	767	767	400	557	(210)	-27%
512200	Social Security	-	-	3,887	3,887	800	4,600	713	18%
512300	Medicare	-	-	909	909	160	1,076	167	18%
512401	Retirement	-	-	7,524	7,524	1,823	3,710	(3,814)	-51%
512402	Retirement-Matching	-	-	3,135	3,135	800	8,904	5,769	184%
512600	Unemployment Tax	-	-	75	75	75	120	45	60%
512700	Workers Compensation	-	-	650	650	650	700	50	8%
	Subtotal - Personnel	-	-	104,099	104,099	66,092	103,669	(431)	0%
Operations									
523900	Contractual Services	85,606	-	-	-	-	-	-	0%
541200	Site Improvements	79,616	-	100,000	100,000	50,000	-	(100,000)	-100%
611351	Transfer to Capital	-	288,243	355,000	355,000	-	705,000	350,000	99%
	Subtotal - Expenditures	165,222	288,243	559,099	559,099	116,092	808,669	249,139	45%
BALANCE		75,311	519,165	(63,199)	(63,199)	86,743	(612,338)	(548,708)	869%

225 - Impact Fee Fund

FY 2024 PROPOSED BUDGET



		FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Revenues									
341320	Impact Fee - Parks	281,418	715,258	775,000	775,000	1,000,000	900,000	125,000	16%
341320	Impact Fee - Public Safety	44,360	73,230	60,000	60,000	100,000	80,000	20,000	33%
341320	Impact Fee - Transportation	350,317	336,163	440,000	440,000	500,000	450,000	10,000	2%
Subtotal - Revenues		676,095	1,124,651	1,275,000	1,275,000	1,600,000	1,430,000	155,000	12%
Expenditures									
521200	Professional Services	-	15,661	-	-	-	-	-	0%
611351	Transfer to Capital Projects	1,250,000	339,140	1,275,000	1,275,000	1,600,000	75,000	(1,200,000)	-94%
Subtotal - Expenditures		1,250,000	354,801	1,275,000	1,275,000	1,600,000	75,000	(1,200,000)	-94%
BALANCE		(573,905)	769,850	-	-	-	1,355,000	1,355,000	0%

245 - CDBG Fund

FY 2024 PROPOSED BUDGET



		FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Revenues									
331100	Federal Grants	2,034,030	759,265	-	(648,339)	557,908	590,431	1,238,770	-191%
393300	Loan Proceeds	-	-	-	-	-	-	-	0%
361000	Interest Revenue	3,979	8,846	2,500	-	97,790	85,000	85,000	0%
399999	Use of Fund Balance	-	-	-	-	-	-	-	0%
Subtotal - Revenues		2,038,009	768,111	2,500	(648,339)	655,697	675,431	1,323,770	-204%
Expenditures									
521240	Non-Profits - ACT20	855,029	-	-	-	-	-	-	0%
521240	Non-Profits - ACT21	99,971	-	-	29	29	-	(29)	-100%
521240	Non-Profits - ACT22	51,918	-	-	8,082	8,082	-	(8,082)	-100%
541400	Non-Profits - ACT22	-	-	-	300,000	-	-	(300,000)	-100%
541400	Non-Profits - ACT24	-	-	-	-	-	300,000	300,000	0%
541400	Infrastructure - CDBG 2015	-	-	-	-	-	-	-	0%
541400	Infrastructure - CDBG 2016	-	-	-	-	-	-	-	0%
541400	Infrastructure - CDBG 2017	-	-	-	-	-	-	-	0%
541400	Infrastructure - CDBG 2020	-	-	-	-	-	-	-	0%
541400	Infrastructure - CDBG 2021	-	-	-	-	-	-	-	0%
541400	Infrastructure - AC181	993,204	241,845	-	-	1,398	-	-	0%
541400	Infrastructure - AC182	33,907	71,674	1,395,700	2,381,965	229,480	2,152,485	(229,480)	-10%
541400	Infrastructure - AC183	-	-	-	114,078	-	349,304	235,226	206%
541400	Infrastructure - AC184	-	-	-	359,000	-	359,000	-	0%
581300	Note Principal	-	287,000	287,000	287,000	287,000	287,000	-	0%
582300	Interest	81,217	77,529	73,841	70,186	70,186	62,774	(7,412)	-11%
584000	Costs of Issuance	-	-	-	-	-	-	-	0%
Subtotal - Expenditures		2,115,246	678,048	1,756,541	3,520,339	596,175	3,510,563	(9,776)	0%
BALANCE		(77,237)	90,063	(1,754,041)	(4,168,679)	59,522	(2,835,132)	1,333,547	-32%

275 - Hotel/Motel Tax

FY 2024 PROPOSED BUDGET

		FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
<u>Revenues</u>									
314100	Hotel/Motel Tax	2,630,102	4,277,495	3,500,000	3,500,000	3,657,748	4,600,000	1,100,000	31%
	Subtotal - Revenues	2,630,102	4,277,495	3,500,000	3,500,000	3,657,748	4,600,000	1,100,000	31%
<u>Expenditures</u>									
611100	Transfer to General Fund	751,157	1,221,653	999,600	999,600	1,044,653	1,313,760	314,160	31%
611555	Transfer to PAC	1,033,630	1,681,056	1,375,500	1,375,500	1,437,495	1,807,800	432,300	31%
611850	Sandy Springs Hospitality	845,315	1,374,787	1,124,900	1,124,900	1,175,600	1,478,440	353,540	31%
	Subtotal - Expenditures	2,630,102	4,277,495	3,500,000	3,500,000	3,657,748	4,600,000	1,100,000	31%
BALANCE		-	-	-	-	-	-	-	0%

280 - Rental Motor Vehicle Excise

FY 2024 PROPOSED BUDGET



		FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Proposed	FY 2024 Projected	Change from 2023 Revised Budget	% Change
Revenues									
314400	Excise Tax	87,402	78,222	75,000	75,000	79,422	80,000	5,000	7%
	Subtotal - Revenues	87,402	78,222	75,000	75,000	79,422	80,000	5,000	7%
Expenditures									
611100	Transfer to General Fund	87,402	78,222	75,000	75,000	79,422	80,000	5,000	7%
	Subtotal - Expenditures	87,402	78,222	75,000	75,000	79,422	80,000	5,000	7%
BALANCE		-	-	-	-	-	-	-	0%

TSPLOST-2016 PROJECTS FUND 335

FY 2024 PROPOSED BUDGET



Project Code	Description	Total Rec/Exp/Enc to Date	Future Activity Appropriated	2024 Proposed Budget	Current Approved Budget	2024 Budget Changes	2024 Proposed Budget
REVENUES:							
TSPLOST TAX FUNDING		95,343,840	-	95,343,840	95,343,840	-	95,343,840
TS131 FEDERAL GRANT FUNDING		-	-	-	-	-	-
TS131 PCID FUNDING		-	3,050,000	3,050,000	3,050,000	-	3,050,000
TS192 PCID FUNDING		-	2,850,000	2,850,000	2,850,000	-	2,850,000
INTEREST INCOME		247,459	-	247,459	247,459	-	247,459
TOTAL TSPLOST REVENUES		95,591,298	5,900,000	101,491,298	101,491,298	-	101,491,298
EXPENDITURES:							
TIER 1							
TS100	Tier 1 - Uncommitted	-	3,299,812	3,299,812	2,387,786	912,026	3,299,812
TS103	TEI-Spalding@Dalrymple/Trowbridge	2,422,873	-	2,422,873	2,422,873	-	2,422,873
TS105	TEI-Roswell@GrogansFerry	4,893,911	(93,911)	4,800,000	4,800,000	-	4,800,000
TS106	TEI-Riverview@Northside	927,200	1,975,549	4,402,748	4,402,748	-	4,402,748
TS107	TEI-SCOOT Upgrade	1,484,961	-	1,484,961	1,484,961	-	1,484,961
TS108	TEI-Roswell@Dalrymple	270,586	2,569,414	2,840,000	2,840,000	-	2,840,000
TS110	TEI-MountParan@PowersFerry	346,739	-	346,739	346,739	-	346,739
TS111	TEI-Spalding@Pitts	828,085	1,990,094	2,818,179	2,818,179	-	2,818,179
TS115	TEI-MountVernon@LongIsland	91,937	-	91,937	91,937	-	91,937
TS117	TEI-Roswell@Windsor Design	-	200,000	200,000	200,000	(200,000)	-
TS131	LMC-Peachtree Dunwoody BikePed Trail	-	6,100,000	6,100,000	6,100,000	-	6,100,000
TS136	LMC-Central Parkway Sidewalk	15,899	-	15,899	15,899	-	15,899
TS137	LMC-Johnson Ferry Glenridge	472,581	-	472,581	472,581	-	472,581
TS161	SWP-JohnsonFerry:Harleston/425	415,275	-	415,275	415,275	-	415,275
TS164	SWP-Windsor:PeachtreeDun/CityLimit	1,204,969	-	1,204,969	1,204,969	-	1,204,969
TS165	SWP-Northwood:Kingsport/Roswell	268,968	0	268,968	268,968	-	268,968
TS166	SWP-Spalding:SpaldingLake/Publix	1,674,750	288,602	1,963,352	1,963,352	-	1,963,352
TS167	SWP-BrandonMill:MarshCr/LostForest	1,367,419	(0)	1,367,419	1,950,728	(583,309)	1,367,419
TS168	SWP-Dalrymple:Princeton/Duncourtney	674,164	84,991	759,155	759,155	-	759,155
TS169	SWP-DunwoodyClub:Spalding/Fenimore	1,036,283	0	1,036,283	1,165,000	(128,717)	1,036,283
TS170	SWP-InterstateN:CityLimit/Northside	2,644,858	1,414	2,646,272	2,646,272	-	2,646,272
TS171	SWP-Roberts:Northridge/DavisAcademy	446,377	-	446,377	446,377	-	446,377
TS172	SWP-BrandonMill:LostForest/BrandonR	246,131	2,218,869	2,465,000	2,465,000	-	2,465,000
TS191	JohnsonFerry/MountVernon Efficiency	5,526,260	20,773,740	26,300,000	26,300,000	-	26,300,000
TS192	MountVernon Multiuse Path	3,027,617	10,446,883	13,474,500	13,474,500	-	13,474,500

TSPLOST-2016 PROJECTS FUND 335

FY 2024 PROPOSED BUDGET



Project Code	Description	Total Rec/Exp/Enc to Date	Future Activity Appropriated	2024 Proposed Budget	Current Approved Budget	2024 Budget Changes	2024 Proposed Budget
TS193	Hammond Phase 1 (ROW/Design)	12,504,958	(6,958)	12,498,000	12,498,000	-	12,498,000
TS194	Boylston Dr Streetscape	-	-	-	-	-	-
		42,792,800	49,848,499	94,141,298	93,941,298	-	93,941,298
<u>TIER 2</u>							
TS200	Tier 2 - Uncommitted (SWP/Rd Maint)	-	-	-	-	-	-
TS201	GA-400 Trail System	-	-	-	-	-	-
TS202	Roberts Drive Multiuse Path	-	-	-	-	-	-
		-	-	-	-	-	-
<u>TIER 3</u>							
TS300	Tier 3 - Uncommitted (Rd Maint)	-	-	-	-	-	-
TS301	Roadway Maintenance and Paving	-	-	-	-	-	-
		-	-	-	-	-	-
<u>ADMINISTRATIVE COSTS</u>							
TS999	TSPLOST Staff	5,347,290	2,202,710	7,550,000	7,550,000	-	7,550,000
		5,347,290	2,202,710	7,550,000	7,550,000	-	7,550,000
<u>TOTAL TSPLOST CAPITAL PROJECTS</u>		48,140,090	52,051,209	101,691,298	101,491,298	-	101,491,298

TSPLOST-2021 PROJECTS FUND 336

FY 2024 PROPOSED BUDGET



Project Code	Description	Total Rec/Exp/Enc to Date	Future Activity Appropriated	2024 Proposed Budget	Current Approved Budget	2024 Budget Changes	2024 Proposed Budget
REVENUES:							
TSPLOST TAX FUNDING		19,895,741	94,785,172	114,680,913	114,680,913	-	114,680,913
S2121 FEDERAL GRANT FUNDING		-	750,000	750,000	-	750,000	750,000
S2103 PCID FUNDING		-	1,650,000	1,650,000	-	1,650,000	1,650,000
S2122 PCID FUNDING		-	1,375,000	1,375,000	-	1,375,000	1,375,000
S2222 PCID FUNDING		-	1,650,000	1,650,000	-	1,650,000	1,650,000
TOTAL TSPLOST-2021 REVENUES		19,895,741	100,210,172	120,105,913	114,680,913	5,425,000	120,105,913

EXPENDITURES:

TIER 1

S2100	Tier 1 - Uncommitted	-	1,153	1,153	1,153	-	1,153
S2101	OSI-Fiber:RingA	900	1,499,100	1,500,000	1,500,000	-	1,500,000
S2102	OSI-Fiber:FireStation#3	-	650,000	650,000	650,000	-	650,000
S2103	OSI-JohnsonFerry@PtreeDunwoody	59,555	4,590,445	4,650,000	3,000,000	1,650,000	4,650,000
S2104	OSI-Boylston Sidepath	-	2,710,000	2,710,000	2,710,000	-	2,710,000
S2105	OSI-Roswell Road North Boulevard	-	8,800,000	8,800,000	8,800,000	-	8,800,000
S2121	PMP-SR 400 Multi-Use Trail	-	4,750,000	4,750,000	4,000,000	750,000	4,750,000
S2122	PMP-Glenridge:Hammond/Wellington	-	3,875,000	3,875,000	2,500,000	1,375,000	3,875,000
S2123	PMP-Design for Tier 2 Sidepaths	141,436	788,564	930,000	930,000	-	930,000
S2131	BRI-Mt Vernon Bridge Enhancement	3,203,000	-	3,203,000	3,203,000	-	3,203,000
S2132	BRI-Riverside over Chatt Trib	-	2,400,000	2,400,000	2,400,000	-	2,400,000
S2161	PSW-Windsor Gaps	209,689	715,311	925,000	925,000	-	925,000
S2162	PSW-Windsor:YMCA/PtreeDunwoody	-	-	-	-	-	-
S2163	PSW-Northland:Landmark/Northland	54,320	60,680	115,000	115,000	-	115,000
S2164	PSW-Evergreen:Greenwood/PtreeDunwoody	64,540	290,460	355,000	355,000	-	355,000
S2165	PSW-Riverside:I285/MtVernon	160,675	724,325	885,000	885,000	-	885,000
S2166	PSW-JohnsonFerry:Existing/Brookhaven	-	-	-	-	-	-
S2167	PSW-MtVernon:GlenErrol/500	81,780	368,220	450,000	450,000	-	450,000
S2168	PSW-Hilderbrand:Gym/Roswell	94,087	425,913	520,000	520,000	-	520,000
S2169	PSW-Carpenter:345	-	85,000	85,000	85,000	-	85,000
S2170	PSW-MtVernon:DeClaire/LongIsland	76,959	138,041	215,000	215,000	-	215,000
S2171	PSW-Dalrymple:Glencourtney/605	-	1,200,000	1,200,000	1,200,000	-	1,200,000
S2172	PSW-Glenridge:Canopy/GlenridgeClose	40,300	184,700	225,000	225,000	-	225,000
S2173	PSW-Glenridge:Messina/SpaldingTrace	-	-	-	-	-	-
S2174	PSW-LongIsland:5910	-	75,000	75,000	75,000	-	75,000
S2175	PSW-Trowbridge:SpaldingTrail/TrowbridgeLake	70,500	24,500	95,000	95,000	-	95,000
S2176	PSW-MtParan:Rebel/LaurelChase	-	-	-	-	-	-
S2177	PSW-PowersFerry:NewNorthside/6201	103,464	281,536	385,000	385,000	-	385,000
S2178	PSW-PowersFerry:Carol/MtParan	-	-	-	-	-	-
S2179	PSW-Spalding:NesbittFerry/SpaldingLake	62,140	487,860	550,000	550,000	-	550,000

TSPLOST-2021 PROJECTS FUND 336

FY 2024 PROPOSED BUDGET



Project Code	Description	Total Rec/Exp/Enc to Date	Future Activity Appropriated	2024 Proposed Budget	Current Approved Budget	2024 Budget Changes	2024 Proposed Budget
S2180	PSW-RiverExchange:3000/Spalding	-	-	-	-	-	-
S2181	PSW-Allen:SSC/Existing	-	-	-	-	-	-
S2182	PSW-HolcombBridge:RiverExchange/Spalding	-	450,000	450,000	450,000	-	450,000
S2183	PSW-LakeForest:MtParan/LongIsland	-	-	-	-	-	-
S2184	PSW-JettFerry:JettFerryCt/Spalding	130,783	569,217	700,000	700,000	-	700,000
S2185	PSW-LakeForest Sidewalk	219,711	1,920,289	2,140,000	2,140,000	-	2,140,000
S2186	PSW-MtParan&PowersFerry:Rebel/Carol	246,591	2,153,409	2,400,000	2,400,000	-	2,400,000
S2188	PSW-Gap Fill Sidewalks	154,125	345,875	500,000	500,000	-	500,000
S2189	PSW-Unassigned	-	80,000	80,000	80,000	-	80,000
S2193	CRL-Hammond Drive Widening	4,117,029	30,882,971	35,000,000	35,000,000	-	35,000,000
		9,291,583	71,527,570	80,819,153	77,044,153	3,775,000	80,819,153
<u>TIER 2</u>							
S2200	Tier 2 - Uncommitted	-	-	-	-	-	-
S2221	PXX-Roberts Sidepath	-	9,855,000	9,855,000	9,855,000	-	9,855,000
S2222	PXX-JohnsonFerry Sidepath	-	5,257,380	5,257,380	3,607,380	1,650,000	5,257,380
		-	15,112,380	15,112,380	13,462,380	1,650,000	15,112,380
<u>TIER 3</u>							
S2300	Tier 3 - Uncommitted	-	-	-	-	-	-
S2321	PXX-PowersFerry Sidepath	-	4,462,542	4,462,542	4,462,542	-	4,462,542
S2341	MSE-Roadway Maintenance/Paving	-	9,000,000	9,000,000	9,000,000	-	9,000,000
		-	13,462,542	13,462,542	13,462,542	-	13,462,542
<u>ADMINISTRATIVE COSTS</u>							
S2199	TSPLOST Staff	-	7,720,000	7,720,000	7,720,000	-	7,720,000
S2299	TSPLOST Staff	-	1,496,000	1,496,000	1,496,000	-	1,496,000
S2399	TSPLOST Staff	-	1,495,838	1,495,838	1,495,838	-	1,495,838
		-	10,711,838	10,711,838	10,711,838	-	10,711,838
<u>TOTAL TSPLOST-2021 CAPITAL PROJECTS</u>		9,291,583	110,814,330	120,105,913	114,680,913	5,425,000	120,105,913

CAPITAL PROJECTS FUND 351

FY 2024 PROPOSED BUDGET



Project Code	Description	Previous Outside Funding	Previous City Funding to Date	Total Exp/Enc to Date	Project-to-Date Balance	2024 Outside Funding	2024 City Funding	2024 Proposed Budget
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REVENUES:

REMAINING FEDERAL/STATE/OTHER GRANTS								17,165,481
REMAINING SPECIAL REVENUE TRANSFERS								6,851,394
REMAINING DESIGNATED REVENUES								-
REMAINING OUTSIDE FUNDING								24,016,876
CURRENT TRANSFER FROM GENERAL FUND								21,612,811
USE OF FUND BALANCE								28,626,313
TOTAL REVENUES								74,256,000

EXPENDITURES:

CAPITAL CONTINGENCY

C9999	Capital Contingency	-	2,975,886	-	2,975,886	-	-	2,975,886
		-	2,975,886	-	2,975,886	-	-	2,975,886

MISCELLANEOUS PROJECTS

A0001	Outdoor Art Program	10,000	292,513	302,513	-	-	50,000	50,000
A0003	Veterans Park Artwork	-	48,000	-	48,000	-	-	48,000
V2201	Fleet Electric Vehicles	-	380,260	227,499	152,761	-	-	152,761
		10,000	720,773	530,011	200,761	-	50,000	250,761

DEPARTMENTAL PROJECTS

CD231	Citywide Design Guideline	-	150,000	-	150,000	-	150,000	300,000
CD232	Crossroads Small Area Plan	-	227,000	219,250	7,750	-	-	7,750
CD233	Zoning Code Review	-	100,000	100,000	-	-	-	-
EM241	Generator for Mobile Centers	-	-	-	-	-	60,000	60,000
FD221	Firefighter Turnout Gear	-	346,000	327,446	18,554	-	135,000	153,554
FD231	Alerting System (WestNet)	-	202,000	169,924	32,076	-	-	32,076
FD232	Fire Equipment Replacement	-	50,000	49,807	193	-	102,500	102,693
FD233	LUCAS Devices (8)	-	75,000	66,200	8,800	-	65,000	73,800
FD235	Technical Rescue Tools	-	55,000	44,440	10,560	-	-	10,560
FD241	Fire Station 4 - Kitchen Renovation	-	-	-	-	-	80,000	80,000
FD242	AirPak SCBA Decon Washers (Stations 1, 3,	-	-	-	-	-	90,000	90,000
I2202	Network Hardware Replacement (previous)	-	555,184	523,888	31,296	-	-	31,296
IT100	Network Hardware Replacement	-	-	-	-	-	417,000	417,000
IT200	Workstation Replacement and Upgrade	-	-	-	-	-	210,000	210,000
IT241	Parcel Corrections	-	-	-	-	-	130,000	130,000
PD223	SWAT Truck	-	500,000	465,743	34,257	-	-	34,257
PD224	Flock Cameras	-	120,000	118,125	1,875	-	-	1,875
PD231	Ballistic Helmet Replacement	-	20,999	20,999	-	-	-	-
PD232	K9 Replacement	-	15,500	-	15,500	-	15,000	30,500
PD235	Police Ammunition	-	349,530	349,530	-	-	100,000	100,000
		-	2,766,213	2,455,354	310,860	-	1,554,500	1,865,360

CITY CENTER PROJECTS

CC001	Land Acquisition/Demolition	-	35,855,213	35,724,967	130,246	-	200,000	330,246
CC006	Transmission Relocation	-	6,734,555	4,246,520	2,488,035	-	-	2,488,035
CC010	Sandy Springs Circle Phase 2	-	2,723,325	6,980,043	527,527	-	-	527,527
		4,784,245	45,313,093	46,951,529	3,145,808	-	200,000	3,345,808

EXPENDITURES (continued) :

FACILITY PROJECTS

F0005	Trowbridge Facility	725,000	1,785,000	2,163,439	346,561	-	150,000	496,561
F0007	Back-up E911 Call Center	-	350,000	234,927	115,073	-	-	115,073
F0008	Heritage/GCH (previous)	-	100,000	97,452	2,548	-	-	2,548
F2101	Wyfinding Signage	-	1,500,000	821,032	678,968	-	-	678,968
F2102	Cistern Improvements	-	685,000	637,429	47,571	-	-	47,571
F2104	Veterans Park	-	4,536,000	1,824,568	2,711,432	-	2,300,000	5,011,432
F2201	Electric Vehicle Charging Stations	-	75,738	33,232	42,506	-	-	42,506
F2205	Facilities Maintenance	-	1,772,390	762,327	1,010,063	-	354,000	1,364,063
F2206	Abernathy Arts Center	-	1,000,000	45,824	954,176	-	-	954,176
F2302	City Springs - Artificial Turf	-	350,000	46,600	303,400	-	530,000	833,400
F2303	City Springs - Electrical	-	50,000	29,650	20,350	-	-	20,350
F2305	Temp Fire Station 1	-	177,909	77,909	100,000	-	-	100,000
F2401	Heritage Lawn Stream Buffer Remediation	-	-	-	-	-	250,000	250,000
F2402	Video Board - Studio Bar	-	-	-	-	-	250,000	250,000
		725,000	12,382,037	6,774,391	6,332,646	-	3,834,000	10,166,646

PARKS PROJECTS

P0002	Abernathy Greenway	2,328,835	10,186,335	10,515,170	2,000,000	-	1,453,311	3,453,311
P0007	Hammond Park Improvements	6,340	4,952,641	4,618,719	340,262	-	-	340,262
P0011	Morgan Falls Dog Park Improvements	-	108,600	108,600	-	-	80,000	80,000
P0019	Old Riverside Drive Park	4,000,000	-	-	4,000,000	-	-	4,000,000
P0020	Crooked Creek Park	523,607	-	463,578	60,029	75,000	-	135,029
P0028	City Trail Design and Unassigned	-	3,750,000	492,476	3,257,524	-	-	3,257,524
P0029	Rivershore Floodplain	-	125,000	22,650	102,350	-	-	102,350
P0031	Parkland Acquisition	3,350,000	-	3,305,055	44,945	-	-	44,945
P2201	Trail Segment 2A P&E and Constr	3,030,000	6,000,000	7,859,244	1,170,756	-	-	1,170,756

CAPITAL PROJECTS FUND 351

FY 2024 PROPOSED BUDGET



Project Code	Description	Previous Outside Funding	Previous City Funding to Date	Total Exp/Enc to Date	Project-to-Date Balance	2024 Outside Funding	2024 City Funding	2024 Proposed Budget
P2202	Trail Row Acquisition	-	500,000	28,720	471,280	-	-	471,280
P2205	Nancy Creek Stream Restoration	400,000	377,000	777,000	-	-	-	-
P2206	Sustainabilitiy Plan/Policy	-	75,000	-	75,000	-	-	75,000
P2207	Tree Fund Invasive	76,495	-	71,211	5,284	40,000	-	45,284
P2208	Tree Fund Trees Atlanta	202,450	-	107,450	95,000	100,000	-	195,000
P2209	Tree Fund Capital Projects	229,000	-	203,210	25,790	320,000	-	345,790
P2210	Tree Fund Surveys	34,000	-	34,000	-	15,000	-	15,000
P2211	Tree Fund Maintenance	122,000	-	114,215	7,785	175,000	-	182,785
P2212	Old Riverside Master Plan	-	93,446	70,395	23,051	-	-	23,051
P2213	Allen Road Park Master Plan	-	100,000	32,920	67,080	-	-	67,080
P2214	Hammond Park Facility Master Plan	-	100,000	-	100,000	-	-	100,000
P2215	Abernathy Greenway Stream Bank	-	150,000	55,350	94,650	-	-	94,650
P2216	Morgan Falls Athletic Improv	-	1,500,000	1,342,200	157,800	-	1,500,000	1,657,800
P2301	Tree Fund Education	20,000	-	1,928	18,072	20,000	-	38,072
P2302	Tree Fund Pilot Projects	35,000	-	-	35,000	35,000	-	70,000
P2401	Flood Mitigation and Resilience Plan	-	-	-	-	-	200,000	200,000
		14,357,727	28,018,023	30,224,092	12,151,658	780,000	3,233,311	16,164,970
TRANSPORTATION PROJECTS								
T0019	Roswell Road Phase I	6,246,826	2,160,000	2,084,930	6,321,896	-	250,000	6,571,896
T0035	Chattahoochee Bridge	-	860,000	143,566	716,434	-	-	716,434
T0043	Glenridge @ Roswell Rd Intersection	161,354	1,776,000	1,725,038	212,316	-	-	212,316
T0058	City Center Transportation Network	5,115,000	-	3,746,659	1,368,341	-	-	1,368,341
T0060	Bike/Ped/Trail Design & Implem	2,239,919	3,707,000	2,407,031	3,539,888	-	-	3,539,888
T0063	North End Revitalization	-	1,550,000	673,799	876,201	-	-	876,201
T0064	Peachtree @ Telford Improvement	-	2,310,937	2,258,390	52,547	-	-	52,547
T0066	SR140 Holcomb @ Spalding ROW	-	450,000	124,799	325,201	-	-	325,201
T0069	PEACHTREE-DUNWOODY@WINDSOR	-	1,400,000	1,007,196	392,804	-	-	392,804
T0071	NORTH END ROSWELL ROAD	-	200,000	144,730	55,270	-	-	55,270
T2208	PTD/LAKE HEARN MULTIMODAL INT IMP	5,225,000	-	912,261	4,312,739	-	-	4,312,739
T2209	I285 ROSWELL RD INNOVATIVE	-	150,000	-	150,000	-	-	150,000
T2210	BRT JOINT FEASIBILITY STUDY	-	50,000	-	50,000	-	-	50,000
T2212	BRIDGE IMPROVEMENTS	-	100,000	100,000	-	-	-	-
T2213	NEIGHBORHOOD LIGHTING PROGRAM	-	100,000	503	99,497	-	-	99,497
T2301	PCID - PeachtreeDun@Crestline	-	-	-	-	-	-	-
T2302	PCID - GlenridgeConn@JohnsonFerry	80,000	-	-	80,000	-	-	80,000
T2303	PCID - Hammond@GA400 Turn Lane	200,000	-	-	200,000	400,000	-	600,000
T2304	ATMS-5	-	300,000	-	300,000	-	-	300,000
T2305	High Point Road Ped Xing	-	80,000	69,000	11,000	-	250,000	261,000
T2306	Interstate Wayfinding End Column	-	150,000	-	150,000	-	-	150,000
T2307	JohnsonFerry Ped Lighting	-	900,000	850,900	49,100	-	-	49,100
T2308	Roswell@LakePlacid	-	225,000	69,500	155,500	-	350,000	505,500
T2401	Peachtree Dunwoody Rd Multimodal Study	-	-	-	-	-	250,000	250,000
T2402	Internally Illuminated Street Name Sign R	-	-	-	-	-	125,000	125,000
T2403	Long Island Drive at Mt. Vernon Highway I	-	-	-	-	-	800,000	800,000
T2404	Morgan Falls Pedestrian Lighting	-	-	-	-	-	816,000	816,000
T2405	Lake Forrest Dr - Allen Road Intersection	-	-	-	-	-	1,200,000	1,200,000
		19,268,099	16,468,937	16,318,302	19,418,734	400,000	4,041,000	23,859,734
CAPITAL PROGRAMS								
T2000	Water Reliability Program	-	1,000,000	822,277	177,723	-	-	177,723
T3000	Pavement Management Program	9,819,746	57,187,612	66,436,987	570,370	900,000	6,500,000	7,970,370
T4000	City Beautification	-	912,572	434,056	478,516	-	125,000	603,516
T6000	Sidewalk Program	-	10,630,500	10,315,838	314,662	-	-	314,662
T7000	Intersection&Operational	-	7,866,048	6,885,363	980,685	-	725,000	1,705,685
T7500	Guardrail Replacement Program	-	1,584,150	769,668	814,482	-	50,000	864,482
T9000	Lake Forest Dam Maintenance	700,000	2,854,882	1,756,676	1,798,206	-	-	1,798,206
T9100	Bridge & Dam Maintenance	-	2,420,000	2,310,864	109,136	-	300,000	409,136
T9500	Traffic Management Program	57,731	7,846,507	7,695,401	208,837	-	600,000	808,837
T9510	TMC Fiber Program	-	300,000	14,704	285,296	-	350,000	635,296
T9520	Public Safety Building Fiber	-	500,000	286,680	213,320	-	-	213,320
T9600	Traffic Calming	24,823	405,000	354,221	75,602	-	50,000	125,602
		10,602,300	93,507,271	98,082,736	6,026,835	900,000	8,700,000	15,626,835
TOTAL CAPITAL PROJECTS		49,747,370	202,152,232	201,336,414	50,563,188	2,080,000	21,612,811	74,256,000

351 - Five Year Capital Improvement Plan

FY 2024 PROPOSED BUDGET



Department	Funding Source	PROJECT	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
Communications	General Fund	Outdoor Art Program	50,000	50,000	50,000	50,000	50,000	250,000
Community Dev	General Fund	Development Code Update	-	-	-	-	100,000	100,000
Community Dev	General Fund	Citywide Design Guideline Development	150,000	-	-	-	-	150,000
Community Dev	General Fund	MARTA Small Area Plan Update	-	200,000	-	-	-	200,000
Community Dev	General Fund	Comprehensive Plan	-	750,000	250,000	-	-	1,000,000
EMA	General Fund	Generator for Mobile Centers	60,000	-	-	-	-	60,000
Facilities	General Fund	Trowbridge/PD Vehicle Storage	150,000	-	-	-	-	150,000
Facilities	General Fund	City Springs - City Green Artificial Turf Installation	530,000	-	-	-	-	530,000
Facilities	General Fund	City Springs Band Shell	-	850,000	-	-	-	850,000
Facilities	General Fund	Wayfinding	-	500,000	500,000	-	-	1,000,000
Facilities	General Fund	Back Up 911 Center	-	600,000	600,000	-	-	1,200,000
Facilities	General Fund	Heritage Lawn Stream Buffer Remediation and Park Renovation Design	250,000	1,000,000	-	-	-	1,250,000
Facilities	General Fund	Cistern Improvements	-	1,500,000	-	-	-	1,500,000
Facilities	General Fund	Heritage Band Shell	-	2,000,000	-	-	-	2,000,000
Facilities	General Fund	Veterans Park	2,300,000	-	-	-	-	2,300,000
Facilities	General Fund	Abernathy Arts Center	-	1,450,000	1,450,000	-	-	2,900,000
Facilities	General Fund	SS Tennis Center	-	400,000	2,500,000	2,100,000	-	5,000,000
Facilities	General Fund	ChattCom	-	1,500,000	2,000,000	2,000,000	-	5,500,000
Facilities	General Fund	Facilities Maintenance	354,000	1,491,000	1,500,000	1,500,000	1,500,000	6,345,000
Facilities	General Fund	Fire Station 1	-	4,000,000	4,000,000	2,000,000	-	10,000,000
Facilities	General Fund	City Springs II (Demolition and Prep)	200,000	5,000,000	5,000,000	-	-	10,200,000
Facilities	General Fund	New Fire Station (Land Purchase for proposed FS 6)	-	-	3,000,000	10,000,000	-	13,000,000
Facilities	General Fund	Fire Station 4 - Land Acq/Planning/Construction	-	12,500,000	5,000,000	5,000,000	-	22,500,000
Facilities	PFA	Heritage/GA Commission on the Holocaust (Partial Funding)	2,000,000	8,000,000	-	-	-	10,000,000
Fire	General Fund	LUCAS Devices (8)	65,000	-	-	-	-	65,000
Fire	General Fund	Fire Station 4 - Kitchen Renovation	80,000	-	-	-	-	80,000
Fire	General Fund	AirPak SCBA Decon Washers (Stations 1, 3, 4)	90,000	-	-	-	-	90,000
Fire	General Fund	Turnout Gear / PPE	135,000	-	-	-	-	135,000
Fire	General Fund	Fire Equipment Replacement	102,500	55,125	57,881	60,775	63,814	340,095
Fire	General Fund	Fire Station 3 Additions	-	250,000	2,750,000	-	-	3,000,000
Fleet	Fleet Fund	Community Development Vehicle	47,043	-	-	-	-	47,043
Fleet	Fleet Fund	Rec & Parks Vehicle Replacement (1)	40,000	-	-	-	50,000	90,000
Fleet	Fleet Fund	Fire Administrative Vehicles (2-3/yr)	175,000	-	-	-	-	175,000
Fleet	Fleet Fund	Electric Vehicle Initiative	100,000	100,000	100,000	100,000	100,000	500,000
Fleet	Fleet Fund	Police Replacement Fleet Vehicles	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000	5,500,000
Fleet	Fleet Fund	Fire Apparatus Replacement (2 engines - FY2026)	500,000	2,915,087	210,575	1,260,452	2,434,371	7,320,485
IT	General Fund	Parcel Corrections	130,000	-	-	-	-	130,000
IT	General Fund	Workstation replacement and upgrades	210,000	700,000	200,000	200,000	200,000	1,510,000
IT	General Fund	Infrastructure Hardware replacement	417,000	350,000	300,000	300,000	300,000	1,667,000
PAC	General Fund	Video Board - Studio Theatre	250,000	-	-	-	-	250,000
Police	General Fund	K9 Replacement	15,000	15,000	15,000	15,000	15,000	75,000
Police	General Fund	SSPD Ammunition	100,000	-	-	-	-	100,000
Police	General Fund	Records Management System	-	2,750,000	-	-	-	2,750,000
Public Works	CDBG	Long Island Drive Sidewalk	255,000	-	-	-	-	255,000
Public Works	CDBG	Northwood Drive Sidewalk	470,000	-	-	-	-	470,000
Public Works	CDBG	Hope Road Sidewalk	1,600,000	-	-	-	-	1,600,000
Public Works	CDBG	Roswell Road Streetscape Phase 2	1,800,000	-	-	-	-	1,800,000
Public Works	General Fund	Peachtree Dunwoody Rd Multimodal Study	250,000	-	-	-	-	250,000
Public Works	General Fund	BRT at Roswell Rd Station Area Study	-	125,000	-	-	-	125,000
Public Works	General Fund	TMC Video Wall Replacement	-	200,000	-	-	-	200,000
Public Works	General Fund	High Point Road Pedestrian Crossing Construction	250,000	-	-	-	-	250,000
Public Works	General Fund	SR 400 Multiuse Trail North Study	-	250,000	-	-	-	250,000
Public Works	General Fund	Traffic Calming	50,000	50,000	50,000	50,000	50,000	250,000
Public Works	General Fund	Transit Signal Priority Upgrades	-	250,000	-	-	-	250,000

351 - Five Year Capital Improvement Plan

FY 2024 PROPOSED BUDGET



Department	Funding Source	PROJECT	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
Public Works	General Fund	Roswell Road-MARTA Access to Transit Streetscape	250,000	-	-	-	-	250,000
Public Works	General Fund	Roswell Road at Lake Placid Intersection Improvements (Mast Arms & Signals)	350,000	-	-	-	-	350,000
Public Works	General Fund	Roswell Road at Lake Placid Mid-Block Crossing	-	600,000	-	-	-	600,000
Public Works	General Fund	Roswell Rd access Safety Project (I-285 to Hammond Dr)	-	200,000	-	500,000	-	700,000
Public Works	General Fund	Internally Illuminated Street Name Sign Rehab Program	125,000	130,000	140,000	150,000	160,000	705,000
Public Works	General Fund	City Beautification Program	125,000	137,500	151,250	166,375	183,013	763,138
Public Works	General Fund	Long Island Drive at Mt. Vernon Highway Intersection Improvement	800,000	-	-	-	-	800,000
Public Works	General Fund	Roswell Road - Windsor Parkway Right Turn Lane	-	800,000	-	-	-	800,000
Public Works	General Fund	Morgan Falls Pedestrian Lighting	816,000	-	-	-	-	816,000
Public Works	General Fund	TMC Fiber Program	350,000	350,000	350,000	350,000	350,000	1,750,000
Public Works	General Fund	Lake Forrest Dam Improvements	-	300,000	1,500,000	50,000	50,000	1,900,000
Public Works	General Fund	Roswell Road at Northridge Intersection Project	-	-	500,000	1,700,000	-	2,200,000
Public Works	General Fund	Guardrail Replacement Program	50,000	550,000	550,000	550,000	550,000	2,250,000
Public Works	General Fund	Lake Forrest Dr - Allen Road Intersection Improvement	1,200,000	1,200,000	-	-	-	2,400,000
Public Works	General Fund	Interstate Wayfinding End Column Logo Implementation	-	2,850,000	-	-	-	2,850,000
Public Works	General Fund	Traffic Management Program	600,000	600,000	600,000	600,000	600,000	3,000,000
Public Works	General Fund	Intersection & Operational Improvements	725,000	770,000	820,000	870,000	920,000	4,105,000
Public Works	General Fund	Bridge and Dam Maintenance Program	300,000	1,610,000	300,000	1,610,000	300,000	4,120,000
Public Works	General Fund	Bridge Enhancement Design	-	350,000	-	-	-	350,000
Public Works	Partial LMIG	Pavement Management Program	7,400,000	7,150,000	7,990,000	8,651,500	9,516,650	40,708,150
Public Works	PCID	PCID - Glenridge Conn at JFR Intersection Improv	-	350,000	-	-	-	350,000
Public Works	PCID	PCID - Hammond Drive at GA 400 Turn Lane	400,000	1,000,000	-	-	-	1,400,000
Public Works	Stormwater	Stormwater Repair & Maintenance	160,000	225,000	250,000	270,000	295,000	1,200,000
Public Works	Stormwater	Stormwater Capital Improvements	2,000,000	3,150,000	3,300,000	3,450,000	3,600,000	15,500,000
Rec & Parks	General Fund	Ridgeview Park Fitness Station Replacement	-	-	100,000	-	-	100,000
Rec & Parks	General Fund	Abemathy Art Center Tennis Court Replacement	-	125,000	-	-	-	125,000
Rec & Parks	General Fund	Flood Mitigation & Resilience Plan	200,000	-	-	-	-	200,000
Rec & Parks	General Fund	Morgan Falls Dog Park Improvements	80,000	500,000	-	-	-	580,000
Rec & Parks	General Fund	Hammond Park Improvements	-	750,000	-	-	-	750,000
Rec & Parks	General Fund	Trail Masterplan Property Acquisition	-	250,000	250,000	250,000	-	750,000
Rec & Parks	General Fund	Old Riverside Park Construction	-	2,000,000	-	-	-	2,000,000
Rec & Parks	General Fund	City Trail Design	-	500,000	500,000	500,000	500,000	2,000,000
Rec & Parks	General Fund	Abernathy Greenway Enhancements	1,453,311	2,854,669	-	-	-	4,307,980
Rec & Parks	General Fund	Allen Road Park Construction	-	5,000,000	-	-	-	5,000,000
Rec & Parks	General Fund	Trail Segment 2E P&E and Construction	-	2,000,000	5,000,000	-	-	7,000,000
Rec & Parks	General Fund	Morgan Falls Athletic Complex Improvements	1,500,000	3,000,000	3,000,000	-	-	7,500,000
Rec & Parks	General Fund	Trail Segment 2C P&E and Construction	-	-	-	6,250,000	6,250,000	12,500,000
Rec & Parks	Impact Fees	Crooked Creek Park Trail Improvements	75,000	-	-	-	-	75,000
Rec & Parks	Tree Fund	Tree Fund - Pilot Projects	35,000	-	-	-	-	35,000
Rec & Parks	Tree Fund	Tree Fund - Education	20,000	20,000	20,000	-	-	60,000
Rec & Parks	Tree Fund	Tree Fund - Surveys	15,000	15,000	15,000	15,000	15,000	75,000
Rec & Parks	Tree Fund	Tree Fund - Invasives	40,000	40,000	45,000	45,000	45,000	215,000
Rec & Parks	Tree Fund	Tree Fund - Maintenance	175,000	75,000	40,000	40,000	75,000	405,000
Rec & Parks	Tree Fund	Tree Fund - Trees ATL	100,000	100,000	100,000	100,000	100,000	500,000
Rec & Parks	Tree Fund	Tree Fund - Capital Projects	320,000	100,000	100,000	100,000	100,000	720,000
TOTAL			34,339,854	90,453,381	56,154,706	51,854,102	29,472,848	262,274,892

351 - Five Year Capital Improvement Plan

FY 2024 PROPOSED BUDGET



5-Year CIP Summary

Funding Sources

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
Funding Stormwater	2,160,000	3,375,000	3,550,000	3,720,000	3,895,000	16,700,000
Funding Tree Fund	705,000	350,000	320,000	300,000	335,000	2,010,000
Funding LMIG	900,000	7,150,000	7,990,000	8,651,500	9,516,650	40,708,150
Funding Impact Fees	75,000	-	-	-	-	75,000
Funding PCID	400,000	1,350,000	-	-	-	1,750,000
Funding Fleet Fund	2,362,043	4,015,087	1,310,575	2,360,452	3,584,371	13,632,528
Funding PFA	2,000,000	8,000,000	-	-	-	10,000,000
Funding CDBG	4,125,000	-	-	-	-	4,125,000
General Fund	21,612,811	66,213,294	42,984,131	36,822,150	12,141,827	173,274,214
TOTAL	34,339,854	90,453,381	56,154,706	51,854,102	29,472,848	262,274,892

FLEET FUND 352
FY 2024 PROPOSED BUDGET



Project Code	Description	Previous Funding	FY23 Funding	Total Exp/Enc to Date	Project-to-Date Balance	2024 Proposed City Funding	2024 Proposed Budget
REVENUES:							
TRANSFER-IN FROM GENERAL FUND		3,000,000	4,029,680	6,693,873	335,807	2,362,043	2,697,850
TOTAL REVENUES							2,697,850
EXPENDITURES:							
CAPITAL CONTINGENCY							
FL999	Fleet Contingency	3,000,000	-	102,471	2,897,529	-	2,897,529
DEPARTMENTAL PROJECTS							
FL231	Community Development Vehicles	-	120,000	107,043	12,957	47,043	60,000
FL232	Fire Admin Vehicles	-	175,820	174,209	1,611	175,000	176,611
FL233	Fire Apparatus Replacement	-	1,959,680	1,933,921	25,759	500,000	525,759
FL234	Police QRF Vehicle	-	61,405	61,405	-	-	-
FL235	Police Fleet Replacement	-	1,593,839	1,594,535	(696)	1,500,000	1,499,304
FL236	Public Works Vehicles	-	57,227	56,227	1,000	-	1,000
FL237	Recreation & Parks Vehicles	-	-	-	-	40,000	40,000
FL238	Electric Vehicles	-	-	-	-	100,000	100,000
611351	Transfer-Out to Capital Fund	-	164,180	-	164,180	-	164,180
TOTAL FLEET FUND PROJECTS		-	4,132,151	3,927,340	204,811	2,362,043	2,566,854
TOTAL EXPENDITURES		3,000,000	4,132,151	4,029,811	3,102,340	2,362,043	5,464,383

PUBLIC FACILITIES AUTHORITY FUND 360

FY 2024 PROPOSED BUDGET



Project Code	Description	Total Rec/Exp/Enc to Date	Future Activity Appropriated	2024 Approved Budget	Current Approved Budget	2024 Budget Changes	2024 Proposed Approved Budget
Revenues:							
	Interest Revenue	750,272	-	750,272	750,272	-	750,272
	Realized Gain/Loss	(24,684)	-	(24,684)	(24,684)	-	(24,684)
	Other Contributions	323,369	-	323,369	323,369	-	323,369
	Transfer-In From General Fund	40,780,613	2,000,000	42,780,613	40,780,613	2,000,000	42,780,613
	Transfer-In From ARPA Fund	13,868,305	-	13,868,305	13,868,305	-	13,868,305
	Transfer-In From Capital Fund	26,698,031	-	26,698,031	26,698,031	-	26,698,031
	Transfer-In From Impact Fees	300,000	-	300,000	300,000	-	300,000
	Sale of Assets	9,283,250	-	9,283,250	9,283,250	-	9,283,250
	Revenue Bond Proceeds	386,340,000	-	386,340,000	386,340,000	-	386,340,000
	Premium On Bonds Issued	5,509,473	-	5,509,473	5,509,473	-	5,509,473
	Contingent Payment	1,519,120	-	1,519,120	1,519,120	-	1,519,120
	Transfer-In From General Fund (Debt Serv:	70,687,023	12,623,318	83,310,341	70,687,023	12,623,318	83,310,341
	Revenue bond Proceeds	8,299,542	-	8,299,542	8,299,542	-	8,299,542
	Total Revenues	564,334,314	14,623,318	578,957,632	564,334,314	14,623,318	578,957,632
Expenditures:							
City Springs							
PF001	Professional Services	19,296,211	-	19,296,211	19,296,211	-	19,296,211
PF001	Infrastructure	195,517,829	-	195,517,829	195,517,829	-	195,517,829
PF001	Infrastructure-Other	648,025	-	648,025	648,025	-	648,025
PF001	Infrastructure-Special	10,696,253	-	10,696,253	10,696,253	-	10,696,253
PF001	Contingency	-	-	-	-	-	-
		226,158,318	-	226,158,318	226,158,318	-	226,158,318
Other Projects							
PF002	Public Safety Building	13,634,943	48,183,375	61,818,318	61,818,318	-	61,818,318
PF003	Fire Station #2	8,938,231	-	8,938,231	9,000,000	(61,770)	8,938,231
PF004	Fire Station #5	9,300,567	1,599,433	10,900,000	10,900,000	-	10,900,000
PF005	Fire Station #3 Additions (Prev P)	-	-	-	-	-	-
PF008	Heritage/GCH	582,700	3,817,300	4,400,000	2,400,000	2,000,000	4,400,000
PF999	Contingency	-	61,770	61,770	-	61,770	61,770
		32,456,441	53,661,877	86,118,318	84,118,318	2,000,000	86,118,318
Debt Service							
	Principle Debt Retirement	29,610,000	7,510,000	37,120,000	29,610,000	7,510,000	37,120,000
	Interest Expense	46,894,870	5,113,318	52,008,187	46,894,870	5,113,318	52,008,187
	Costs of Issuance	3,412,917	-	3,412,917	3,412,917	-	3,412,917
	Refunding Escrow	162,949,891	-	162,949,891	162,949,891	-	162,949,891
		242,867,678	12,623,318	255,490,995	242,867,678	12,623,318	255,490,995
Transfers							
	Transfer-Out To General Fund	11,190,000	-	11,190,000	11,190,000	-	11,190,000
		11,190,000	-	11,190,000	11,190,000	-	11,190,000
	Total Expenditures	512,672,437	66,285,195	578,957,632	564,334,314	14,623,318	578,957,632

555 - Performing Arts Fund Summary

FY 2024 PROPOSED BUDGET

	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Revenues								
55550 Arts Revenue	5,341	1,201	-	-	-	-	-	0%
55551 Admin	91,090	182,300	250,000	250,000	14,300	219,500	(30,500)	-12%
55552 Theatre	197,051	1,228,592	1,565,167	1,565,167	1,874,539	2,655,675	1,090,508	70%
55553 Conference Center	89,449	1,182,214	503,500	503,500	886,035	906,322	402,822	80%
55554 Education	8,862	288	20,000	20,000	18,900	35,000	15,000	75%
55555 Special Events	37,075	35,744	325,300	325,300	38,844	150,400	(174,900)	-54%
55556 Heritage	21,309	3,158	10,000	10,000	-	-	(10,000)	-100%
55557 Sponsorships	-	-	50,000	50,000	-	50,000	-	0%
55558 Ice Rink	-	-	-	-	-	163,800	-	0%
55590 Transfer from Hotel Motel	1,033,630	1,681,056	1,375,500	1,375,500	1,487,579	1,807,800	432,300	31%
55590 Transfer from General Fund	1,614,740	1,002,877	1,739,477	-	-	-	-	0%
Total - Revenues	3,098,548	5,317,429	5,838,944	4,099,467	4,320,197	5,988,497	1,725,230	46%

Expenditures

5556191 Administration	2,229,589	2,415,573	3,624,006	3,624,006	2,505,497	4,013,625	389,619	11%
5556192 Theatre	154,074	1,508,486	1,802,725	1,802,725	1,834,104	1,951,974	149,249	8%
5556193 Conference	17,324	142,772	401,400	401,400	193,261	542,607	141,207	35%
5556194 Education	-	-	90,900	90,900	-	88,400	(2,500)	-3%
5556195 Special Events	416,012	411,277	1,220,116	1,220,116	908,111	1,168,041	(52,075)	-4%
5556196 Heritage	37,617	493	158,000	158,000	-	-	(158,000)	-100%
5556197 Ice Rink	-	-	-	-	-	450,000	450,000	0%
Total - Operations	2,854,616	4,478,601	7,297,147	7,297,147	5,440,973	8,214,647	917,500	13%

Employees

	FY 2021	FY 2022	FY 2023	FY 2024
Full-Time Employees	24	25	26	26
Part-Time Employees	8	9	13	20
TOTAL	24	25	39	46

555 - Performing Arts Center
FY 2024 PROPOSED BUDGET



	FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
<u>Personnel</u>								
511100 Regular Salaries	1,311,689	1,332,539	1,751,272	1,751,272	1,349,597	2,137,369	386,096	22%
511110 Bonuses	93,474	16,050	37,750	37,750	29,200	49,450	11,700	31%
511200 Part -Time Employees	-	93,729	85,000	85,000	114,086	125,000	40,000	47%
512101 Health Insurance	177,138	160,742	327,002	327,002	157,286	314,395	(12,607)	-4%
512102 Disability Insurance	4,329	4,170	14,272	14,272	4,653	15,842	1,570	11%
512103 Dental Insurance	8,028	8,400	19,023	19,023	7,694	16,745	(2,278)	-12%
512104 Life Insurance	9,632	8,970	17,254	17,254	9,433	16,540	(714)	-4%
512200 Social Security	83,891	87,466	108,579	108,579	91,241	132,517	23,938	22%
512300 Medicare	19,620	20,456	25,393	25,393	21,855	30,992	5,598	22%
512401 Retirement	145,820	130,529	210,153	210,153	121,141	256,484	46,332	22%
512402 Retirement-Matching	60,993	54,367	87,564	87,564	54,175	106,868	19,305	22%
512600 Unemployment Tax	2,271	3,369	4,000	4,000	4,633	5,000	1,000	25%
512700 Workers Compensation	1,824	2,619	3,503	3,503	4,047	5,000	1,497	43%
Subtotal - Personnel	1,918,709	1,923,406	2,690,766	2,690,766	1,969,041	3,212,203	521,437	19%
<u>Operations</u>								
521200 Professional Services	37,125	883	270,000	270,000	127,175	125,000	(145,000)	-54%
521201 Professional Services - GVMT Services	-	-	-	-	-	-	-	0%
521250 Professional Services - Legal	-	-	-	-	-	-	-	0%
521300 Technical Services	82,382	57,949	97,130	97,130	72,347	159,722	62,592	64%
522100 Cleaning Services	-	27,095	50,000	50,000	64,138	70,000	20,000	40%
522220 Repairs & Maintenance - Equipment	-	24,858	10,000	10,000	-	-	(10,000)	-100%
522220 Repairs & Maintenance - Buildings	60,935	875	123,000	123,000	103,600	123,000	-	0%
522330 Other Rentals	-	27,919	55,600	55,600	36,042	24,194	(31,406)	-56%
523200 Communications	29,645	19,654	81,300	81,300	21,884	32,640	(48,660)	-60%
523300 Advertising	107,571	451,583	509,700	509,700	322,233	397,575	(112,125)	-22%
523350 Promotions	-	635	47,000	47,000	-	15,000	(32,000)	-68%
523400 Printing & Binding	1,991	4,468	9,500	9,500	229	9,500	-	0%
523500 Travel	-	735	8,050	8,050	1,624	8,050	-	0%
523600 Dues & Fees	9,779	9,617	9,660	9,660	7,202	9,710	50	1%
523700 Education/Training	1,842	-	49,700	49,700	976	42,200	(7,500)	-15%
523800 Licenses	3,160	4,260	8,400	8,400	9,756	8,900	500	6%
523850 Artist Fees	21,000	877,011	1,054,750	1,054,750	1,041,101	1,107,488	52,738	5%
523900 Contractual Services	15,102	234,828	239,625	239,625	296,649	844,112	604,487	252%
523905 Website Enhancements	-	-	81,300	81,300	-	50,000	(31,300)	-38%
523950 Merchant Services Charges	9,536	52,469	44,000	44,000	70,958	80,000	36,000	82%
531100 General Operating Supplies	27,303	61,963	121,300	121,300	56,891	112,700	(8,600)	-7%
531300 Hospitality	206	21,762	67,900	67,900	7,106	41,300	(26,600)	-39%
531350 Special Events	371,521	359,010	1,042,516	1,042,516	809,253	992,341	(50,175)	-5%
531500 Cost of Goods Sold	30,137	237,510	257,850	257,850	290,855	315,412	57,562	22%
531600 Small Tools & Equipment	22,820	28,976	107,000	107,000	51,458	117,000	10,000	9%
531700 Other Supplies	547	1,772	13,100	13,100	829	10,600	(2,500)	-19%
531750 Uniforms	4,005	3,739	11,000	11,000	10,547	6,000	(5,000)	-45%
541200 Site Improvements	-	23,514	-	-	-	40,000	40,000	0%
542100 Machinery & Equipment	99,300	16,389	177,000	177,000	69,080	200,000	23,000	13%

555 - Performing Arts Center

FY 2024 PROPOSED BUDGET



		FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
542300	Furniture & Fixtures	-	5,902	20,000	20,000	-	20,000	-	0%
579000	Contingencies	-	-	40,000	40,000	-	40,000	-	0%
	Subtotal - Operations	935,907	2,555,376	4,606,381	4,606,381	3,471,932	5,002,444	396,063	9%
TOTAL DEPARTMENT		2,854,616	4,478,782	7,297,147	7,297,147	5,440,973	8,214,647	917,500	16%

561 STORMWATER FUND

FY 2024 PROPOSED BUDGET



Account Code	Description	Available Funding at 03/24/23	Additional Exp/Enc to 06/30/23	Available Funding at FY 2023	2024 City Funding	2024 Proposed Budget
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REVENUES:

TRANSFER FROM GENERAL FUND						2,160,000
USE OF FUND BALANCE						11,560

TOTAL REVENUES

2,171,560

EXPENDITURES:

STORMWATER CAPITAL

5614250	521200	Professional Services	26,650	25,000	1,650	(1,650)	-
5614250	541450	Stormwater Improvements	816,773	815,208	1,565	2,009,996	2,011,560
			843,423	840,208	3,215	2,008,345	2,011,560

STORMWATER COLLECTION & DRAINAGE

5614320	521200	Professional Services	14,868	10,630	4,239	45,761	50,000
5614320	522240	Repair & Maintenance - Other	29,584	25,478	4,107	85,893	90,000
5614320	523900	Contractual Services	2,261	2,261	-	20,000	20,000
5614320	542100	Machinery & Equipment	-	-	-	-	-
			46,714	38,368	8,345	151,655	160,000

TOTAL STORMWATER FUND

890,137 878,576 11,560 2,160,000 2,171,560

840 - Development Authority

FY 2024 PROPOSED BUDGET



		FY 2021 Actual	FY 2022 Actual	FY 2023 Approved	FY 2023 Revised	FY 2023 Projected	FY 2024 Proposed	Change from 2023 Revised Budget	% Change
Revenues									
389000	Contract Payments	894,426	201,342	182,700	182,700	1,309,422	450,000	450,000	146%
	Subtotal - Revenues	894,426	201,342	182,700	182,700	1,309,422	450,000	450,000	146%
Expenditures									
523100	Property & Liability Ins	2,199	2,361	2,000	2,000	2,032	2,100	100	5%
523600	Dues & Fees	-	-	500	500	500	500	-	0%
523700	Education/Training	500	-	-	-	-	-	-	0%
531100	General Operating Supplies	-	-	-	-	-	150	150	0%
531300	Hospitality	-	-	-	-	-	500	500	0%
573000	Payments To Other Agencies	150,000	-	-	-	-	-	-	0%
	Subtotal - Expenditures	152,699	2,361	2,500	2,500	2,532	3,250	750	30%
Transfers									
611100	Transfer to General Fund	894,426	183,342	182,700	182,700	1,309,422	450,000	267,300	146%
	Subtotal - Expenditures	894,426	183,342	182,700	182,700	1,309,422	450,000	267,300	146%
BALANCE		(152,699)	15,640	(2,500)	(2,500)	(2,532)	(3,250)	181,950	30%



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Toni Carlisle, Chief Financial Officer

DATE: May 25, 2023 Submission for the June 20, 2023 City Council Meeting

ITEM: ABL #101108

Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for Buon Fornello LLC d/b/a Buon Fornello LLC – 1100 Hammond Drive, Sandy Springs GA 30328. Applicant is Giacomo Lazzano for Retail/Package and Consumption on the Premises of Wine and Malt Beverages.

Recommendation:

Approve the application for Retail/Package and Consumption on the premises of Wine & Malt Beverages for Buon Fornello LLC d/b/a Buon Fornello LLC – 1100 Hammond Drive, Sandy Springs GA 30328

Background:

Applicant submitted a completed application on March 21, 2023. Applicant has passed the background investigation

Discussion:

This is a New Application for Retail/Package and Consumption on the premises for Wine and Malt Beverages. The business is located at 1100 Hammond Drive, Sandy Springs GA 30328

Financial Impact:

Revenue – \$3,750

Alternatives:

None

Review:

Yolanda White, Revenue Technician
Pellum Peters, Revenue Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 5/25/2023
Approved - 6/12/2023
Approved - 6/13/2023
Approved - 6/15/2023
Final Approval - 6/16/2023

Attachments:

1. Final hearing letter- Buon Fornello
2. public hearing letter- buon fornello



To: Eden Freeman, City Manager

From: Toni Carlisle, Chief Financial Officer

Date: May 25, 2023, Submission onto the June 20, 2023, City Council Meeting

Agenda Item: 101108 - Approval of Alcoholic Beverage License Application for Buon Fornello LLC d/b/a Buon Fornello LLC – 1100 Hammond Drive, Sandy Springs GA 30328

Applicant is Giacomo Lazzano for Retail/Package and Consumption on the premises of Wine and Malt Beverages.

CMO (City Manager's Office) Recommendation:

Approve the application for Retail/Package and Consumption on the premises of Wine & Malt Beverages for Buon Fornello LLC d/b/a Buon Fornello LLC – 1100 Hammond Drive, Sandy Springs GA 30328

Background:

Applicant submitted a completed application on March 21, 2023. Applicant has passed the background investigation.

Discussion:

This is a New Application for Retail/Package and Consumption on the premises for Wine and Malt Beverages. The business is located at 1100 Hammond Drive, Sandy Springs GA 30328.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue – \$3,750

Concurrent Review:

Yolanda White, Revenue Specialist



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
23-101108**

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

DATE & TIME: June 20, 2023
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Retail/Package and Consumption on the premises of
Wine and Malt Beverages

APPLICANT: Buon Fornello LLC
DBA Buon Fornello LLC
1100 Hammond Drive
Sandy Springs GA 30328



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: May 17, 2023 Submission for the June 20, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Award a Memorandum of Understanding to Friends of Lost Corner, Inc. for programming at the Lost Corner Preserve.

Recommendation:

City Staff recommends that the City Council approve the renewal of a Memorandum of Understanding ("MOU") with The Friends of Lost Corner, Inc. ("FOLC"), effective July 1, 2023 through June 30, 2024 with four (4) automatic one (1) year renewal periods, subject to rights to non-renew, and to authorize the City Manager to execute same.

Background:

On March 15, 2013, the City of Sandy Springs entered into a MOU with The Friends of Lost Corner for the purpose of working together to increase the funding and public use of the Lost Corner Preserve ("Lost Corner") by Sandy Springs residents. Past funding initiatives include grant awards from the Georgia Soil and Water Conservations District, the Alyssum Garden Club and Dunwoody Women's Club. FOLC have also contributed leadership and technical guidance to community projects ranging from bee colonization, corporate volunteer days, and numerous BSA Eagle Scout projects to benefit the local environment. The initial MOU was followed by a second MOU that will expire on June 30, 2023.

Discussion:

Lost Corner has benefited greatly by the efforts of FOLC over the last ten years. FOLC provides stewardship to this historically relevant and unique 24-acre piece of property through funding, community involvement, and volunteer support.

Lost Corner is a Sandy Springs City park serving over 8,000 residents each year. FOLC is a positive emissary working with both the community and the City to create a sense of goodwill surrounding Lost Corner. FOLC supports the City's Recreation and Parks Department by providing extra assistance and budgetary income in the following areas: helping to maintain the cottage and grounds, supplementing recreational programs, fundraising to supplement physical improvements, boosting communication outreach, and enhancing educational programming.

Financial Impact:

N/A

Alternatives:

The City may choose not to award to FOLC and provide further instruction to staff.

Review:

Erika Sherman, Administrative Asst.
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 - 6/12/2023
Approved - 6/12/2023
Approved - 6/12/2023
Approved - 6/13/2023
Approved - 6/15/2023
Final Approval - 6/16/2023

Attachments:

1. FOLC Resolution
2. FOLC Memorandum of Understanding

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE RENEWAL OF A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANDY SPRINGS AND THE FRIENDS OF LOST CORNER, INC.
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.**

WHEREAS, the City of Sandy Springs (the “City”) and the Friends of Lost Corner, Inc. (“FOLC”) entered into a Memorandum of Understanding (“MOU”) on March 15, 2013, for the purpose of working together to increase the funding and public use of the Lost Corner Preserve (“LOST CORNER”) by Sandy Springs residents; and

WHEREAS, Lost Corner Preserve has benefited greatly from the efforts of FOLC pursuant to the terms of the MOU through funding, community involvement, volunteers, and support; and

WHEREAS, a first renewal of the MOU was executed on November 21, 2017; and

WHEREAS, the current MOU will expire on June 31, 2023; and

WHEREAS, Sandy Springs and FOLC desire to continue the relationship established in the MOU and therefore desire to renew the MOU, in the form attached hereto as Exhibit A; and

WHEREAS, the MOU, as renewed, will be for an initial period from July 1, 2023 through June 31, 2024, and will automatically renew for four (4) periods of twelve (12) months each, unless Sandy Springs or FOLC delivers written notice to the other party at least ninety (90) days prior to the end of the term of its intent to renew; and

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

1. The MOU is hereby approved for renewal in substantially the form as attached hereto.
2. The City Manager and the City Attorney are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 20 day of June, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF SANDY SPRINGS, GEORGIA, AND
THE FRIENDS OF LOST CORNER, INC.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of _____, 2023, by and between the **CITY OF SANDY SPRINGS, GEORGIA** ("City") and **THE FRIENDS OF LOST CORNER, INC.** ("FOLC") (collectively referred to herein as "the party" or "the parties" as the context requires or permits).

WHEREAS, the City and FOLC are mutually interested in and concerned with preserving and improving the passive use of the Lost Corner park and facility, located at 7300 Brandon Mill Road, Sandy Springs, Georgia 30328 ("Property"); and

WHEREAS, FOLC is a non-profit, tax-exempt corporation organized under the laws of the State of Georgia to assist the City with funding site improvements and operations at the Property; and

WHEREAS, the City has certain funds budgeted for the purpose of building maintenance and site improvements, and FOLC may raise funds for same; and

WHEREAS, the City's best interests are served by working with FOLC in a mutually beneficial relationship to increase the funding and public use of the Property by Sandy Springs residents; and

WHEREAS, FOLC desires to consult with the City regarding improvements such as trails, landscaping, infrastructure and upgrading onsite structure(s) for public programming and group meetings; and

WHEREAS, FOLC desires to suggest and conduct programming at the Property, subject to approval by the Director of the City's Department of Recreation and Parks; and

WHEREAS, the City desires to collaborate with FOLC, pursuant to the terms and conditions outlined in this MOU;

NOW, THEREFORE, in consideration of the obligations set forth below and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1.0 COOPERATION

Each party hereby agrees to cooperate with the other party in a reasonable manner and as reasonably requested by the other party, to accomplish the purposes of this MOU.

2.0 CITY'S RESPONSIBILITIES

In connection with the Property, the City shall provide and pay all utilities including, but not limited to, electricity, water, gas and garbage pickup, pest control, and major repairs to buildings as the need arises.

3.0 FOLC'S RESPONSIBILITIES

3.1 FOLC shall coordinate with the City, subject to approval by the Director of the City's Recreation and Parks Department, to maintain and operate programs at the Property in accordance with this MOU and all applicable City policies and procedures applicable to activities on the Property.

3.2 FOLC shall serve as ambassadors for the Property to all visitors and shall maintain a presence at the Property through its activities and representatives. As an ambassador function, FOLC may disseminate information to and gather feedback from City residents on issues relating to the Property. Also as an ambassador function, FOLC may organize and provide volunteers for group cleanings and general light maintenance of the Property.

3.3 FOLC shall serve as an advisory board to the City as it relates to the Property.

3.4 FOLC may propose, organize and hold various educational, passive, recreational and general programs at the Property. Before initiating any program, FOLC shall submit to the City all program information including, but not limited to a description of the program itself, the program schedule and any fees to be charged in connection with the program in accordance with the monthly and fiscal reporting schedule requirements attached hereto as Exhibit "A" and incorporated herein by reference. The City shall either approve or deny the program within a reasonable time from FOLC's submission of program information.

3.5 FOLC shall promptly notify the City if it identifies an open and obvious condition on the Property that requires maintenance or repair, or a condition that poses a health risk to visitors or other personnel.

4.0 IMPROVEMENTS, CONTRACTORS AND SUBCONTRACTORS

4.1 The City shall approve any and all improvements to the Property and/or structures on the Property. FOLC shall submit a written request to the City prior to making any such improvements, and the City shall either approve or deny the request within a reasonable time from FOLC's request.

4.2 Any and all contractors or subcontractors that FOLC shall engage for any work or services at the Property shall require prior written authorization from the City before any such work or services may commence. Any and all contractors or subcontractors shall abide by all applicable City policies and procedures including, but not limited to, insurance requirements.

5.0 INSURANCE AND INDEMNIFICATION

5.1 FOLC shall procure insurance coverage for the types and amounts listed in Exhibit "B" to this MOU.

6.0 E-VERIFY, DRUG-FREE WORKPLACE CERTIFICATION AND PUBLIC BENEFIT CONTRACTOR'S AFFIDAVIT

6.1 FOLC shall execute and submit to the City the state-required affidavits, Exhibits "C," "D," "E" and "F" attached hereto and incorporated herein by reference prior to or in conjunction with its execution of this MOU.

7.0 TERM AND TERMINATION

7.1 Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the initial term of this MOU shall commence on June 30, 2023 and end on June 30, 2034 ("Initial Term"). Thereafter, this MOU shall renew automatically for up to five (5) periods of twelve (12) months each ("Renewal Term"), unless either party delivers written notice to the

other party at least ninety (90) days prior to the end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this MOU for a subsequent term.

7.2 In the event that the City or FOLC determines that it is no longer in its best interest to continue the cooperation outlined in this MOU, the City or FOLC may terminate this MOU by giving at least ninety (90) days' prior notice in writing to the other.

7.3 This MOU and obligations of the parties hereunder shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations under this MOU. The determination of the occurrence of such unavailability of funds shall be made by the City in its sole discretion and shall be conclusive.

6.4 Nothing contained in this MOU shall be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

8.0 RELATIONSHIP AND NON-ASSIGNMENT

8.1 The parties agree that FOLC is an independent contractor and, as such, FOLC is neither a partner, agent, employee, nor principal of the City, nor is FOLC a joint venture with the City.

8.2 The City considers this MOU as personal to FOLC. As such, FOLC shall not make any purported assignment of this MOU or any part thereof without the prior written consent of the City.

9.0 ENTIRE UNDERSTANDING

9.1 This MOU constitutes the entire arrangement between the City and FOLC, superseding all prior arrangements or understandings relating to any of the subject matter hereof, and there are no further written or oral arrangements or understandings with respect hereto.

9.2 No variation or modification of this MOU and no waiver of its provisions shall be valid unless in writing and signed by the City and FOLC's duly authorized representatives.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

CITY OF SANDY SPRINGS, GEORGIA

ATTEST:

Eden Freeman, City Manager

Raquel D. González, City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

William Hansard, Assistant City Attorney

Date: _____

THE FRIENDS OF LOST CORNER, INC.

_____, President

Date: _____

EXHIBIT “A”

MONTHLY AND ANNUAL REPORTING REQUIREMENTS

Lost Corner Preserve

Monthly Report

Monthly activities programmed by name

Monthly activities targeted to underserved communities

Monthly participation numbers broken down by activity

Monthly participation numbers, including number of unique participants, basic demographic information, and zip code data

List of outstanding maintenance issues

Major programs and community events for the upcoming month

List of scholarship tuitions granted, including number of scholarships and total value, activities, age groups served, and other relevant information

Annual Report (fiscal year), due by August 1

List of activities programmed

List of activities targeted to underserved communities

Annual participation numbers broken down by activity, including age groups served through the programs, and other relevant information

Number of scholarship tuitions granted, including number of scholarships and total value, activities, age groups served, and other relevant information

Other important facts for discrimination to the community

EXHIBIT “B”

INSURANCE REQUIREMENTS

The FOLC shall procure at its own expense and shall maintain for the term of this MOU the following insurance (with limits as shown herein) and shall protect the MOU and the City from any claims for property damage or personal injury, including death, which may arise out of operations under this MOU, and the FOLC shall furnish the City’s Finance Director certificates of such insurance (as shown below) with the City as an additional named insured at least ten (10) days prior to use of the Property:

1. Comprehensive General Liability Insurance. The FOLC shall provide, maintain, and pay for comprehensive general liability insurance providing coverage with one million dollars (\$1,000,000.00) single limit for bodily injury and property damage for each occurrence, including contractor’s liability insurance covering any indemnification or hold harmless provision of this MOU, with the certificate evidencing such insurance and acceptable to the Finance Director, to be sent to the Finance Director prior to commencement of the FOLC’s operations and activities at the Property pursuant to this MOU.
2. Automobile Liability Insurance. In the event the FOLC deems it necessary to employ the use of any vehicles in its use or programming of the Property, FOLC shall obtain, maintain, and pay for automobile liability insurance providing the following coverage: personal injury, including death limits of \$200,000.00 for each person and \$500,000.00 for each accident; property damage limits of \$100,000.00 for each accident and \$200,000.00 for the aggregate of operations; vehicular liability limits of \$100,000.00 for any person or \$200,000.00 for each occurrence, with a certificate evidencing such insurance and acceptable to the Finance Director, to be sent to the Finance Director prior to commencement of operations and activities at the Property pursuant to this MOU.
3. Worker’s Compensation-Statutory and Employer’s Liability. In the event the FOLC deems it necessary to hire any employee, the FOLC will give the City prior written notice and submit proof of Workers’ Compensation insurance to the City prior to any hiring of any employee.

EXHIBIT "C"

CERTIFICATION OF CONTRACTOR GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

_____,
_____.

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

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

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

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

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

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

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

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

Contractor has:

_____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

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

_____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

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

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

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

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

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT "D"
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

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

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

CONTRACTOR:

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

EXHIBIT "F"
AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

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

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

Signature of Applicant: _____ Date: _____
Printed Name: _____

*Alien Registration number for non-citizens:

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____.

Notary Public: _____ My Commission Expires:

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

EXHIBIT "E"

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 20__, in _____ (city), _____
(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: Andrew Allison, Communications Director
DATE: March 29, 2023 Submission for the June 20, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve a Task Order for Call Center Services and to Authorize the City Manager to Execute the Same

Recommendation:

Staff recommends that Council approve the issuance of the attached Task Order ("TO") to Fanueil, Inc. ("Fanueil") for call center services for Fiscal Year 2024 in the amount of \$618,466 and that Council further authorize the City Manager to execute the TO.

Background:

On May 14, 2019, City Council approved a contract award ("Contract") to Fanueil for call center services. The contract called for service delivery over a five (5) year period, with the annual issuance of a new TO, assuming compliance with contractual terms and conditions by Fanueil. There is a three percent (3%) annual escalator built into the Contract.

Four (4) TOs have been issued pursuant to the Contract. The first TO in the not-to-exceed amount of \$549,498 was approved by Council on May 14, 2019 for the Fiscal Year beginning July 1, 2019. The second TO in the not-to-exceed amount of \$565,983 was approved by Council on June 2, 2020 for the Fiscal Year beginning July 1, 2020. The third TO was issued in the not-to-exceed amount of \$582,964 was approved by Council on February 1, 2022 for the Fiscal Year beginning July 1, 2021. The fourth TO in the not-to-exceed amount of \$600,453 was approved by Council on June 21, 2022.

Discussion:

The attached TO represents the fifth TO to be issued under the Contract and covers the fiscal year beginning July 1, 2023. With the annual escalator, the not-to-exceed amount of the new TO is \$618,466.

Financial Impact:

Fanueil will be paid a not-to-exceed price of \$618,466 for providing call center services for FY2024 pursuant to the attached TO, which includes the annual three percent (3%) escalator.

Alternatives:

Mayor and Council may choose not to award the TO and provide staff with further direction for the provision of call center services.

Review:

Andrew Allison, Communications Director

Created/Initiated - 3/20/2023

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

Approved - 6/14/2023
Approved - 6/14/2023
Approved - 6/15/2023
Approved - 6/15/2023
Final Approval - 6/16/2023

Attachments:

1. Call Center Task Order Resolution
2. Call Center Task Order

**STATE OF GEORGIA
COUNTY FULTON**

**A RESOLUTION TO AWARD A FIFTH YEAR TASK ORDER FOR CALL
CENTER SERVICES TO FANEUIL, INC AND TO AUTHORIZE THE CITY
MANAGER TO EXECUTE SAME**

WHEREAS, on May 14, 2019, the City of Sandy Springs (the "City") approved a contract award (the "Contract") to Faneuil, Inc. ("Faneuil") for call center services; and

WHEREAS, the Contract calls for service delivery over a five (5) year period, with the annual issuance of a task order, assuming contract terms and conditions are complied with by Faneuil; and

WHEREAS, the Contract further calls for a three percent (3%) annual escalator, to be incorporated into each task order, upon renewal. To date, four (4) task orders have been issued, each escalating by 3%, annually, per the terms of the Contract; and

WHEREAS, the first task order issued was in the not-to-exceed amount of \$549,498.00, approved by Council on May 14, 2019 for the fiscal year beginning July 1, 2019; and

WHEREAS, the second task order issued was in the not-to-exceed amount of \$565,983.00, approved by Council on June 2, 2020 for the fiscal year beginning July 1, 2020; and

WHEREAS, the third task order issued was in the not-to-exceed amount of \$582,964.00, approved by Council on February 1, 2022 for the fiscal year beginning July 1, 2021; and

WHEREAS, the fourth task order was in the not-to-exceed amount of \$600,451.00, approved by Council on June 21, 2022 for the fiscal year beginning July 1, 2022; and

WHEREAS, the proposed task order represents the fifth to be issued under the Contract for the fiscal year beginning July 1, 2023 and, with the annual escalator, is in the not-to-exceed amount of \$618,466.00; and

WHEREAS, the Fifth Year Task Order in the amount of \$618,466.00, (attached hereto), to provide call center services for the City during the fiscal year beginning July 1, 2023, is approved.

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

1. Faneuil, Inc. is hereby awarded a to the Fifth Year Task Order for call center services for fiscal year beginning July 1, 2023, in the amount of \$618,466.00; and

2. The City Manager is hereby authorized to execute the Fifth Year Task Order for call center services and to take any and all actions deemed appropriate to effectuate the intent of this Resolution, pending the approval of the City Attorney and Chief Financial Officer.

RESOLVED this the 20th day of June, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)

**CITY OF SANDY SPRINGS
GENERAL GOVERNMENT SERVICES
TASK ORDER**

Title:	Call Center	Task Order Number:	CC-FY23-01
Applicable CLIN:	0001, 0007, 0008	Issue Date:	July 1, 2023
Period of Performance:	July 1, 2023 – June 30, 2024		
Requirements (SOW Reference):	WBS 5.0 ¹		
Workload <i>(specified by City)</i>			
Item and Quantity			
Call Center Operations (WBS 5.0)			
Answer and process approximately 130,000 calls for service annually			
Deliverables <i>(specified by City)</i>			
For all WBS elements under Call Center, the Contractor shall be required to produce documents including, but not limited to, reports, correspondence in all forms (written, e-mail, etc.), plans and updates, as required in the ordinary course of business or as directed by the City Manager. Refer to Section J, Attachment 1, Part 4.0 of the Solicitation for specific information.			
Performance Metrics			
80% of all calls will be answered within 30 seconds and 90% of all calls will be answered within 60 seconds during business hours. - Minimum 65% first call resolution of all calls received during business hours.			
Special Considerations			
Key personnel:	John Holliday, Call Center Manager; Christopher Alleyne, Areej Warsi, Team Leads		
City-Furnished Property:	IT multi-factor authentication security keys (Yubico YubiKeys)		
Travel:	A cost reimbursable item, as approved by the City pursuant to CLIN 0007 of the General Government Services Base Contract.		
Training:	A cost reimbursable item, as approved by the City pursuant to CLIN 0008 of the General Government Services Base Contract. For purposes of this Task Order, the Contractor shall include in its cost calculations the amount of \$5,000 for training.		
Other:	Other cost reimbursable items, as approved by the City pursuant to CLIN 0008 of the General Government Services Base Contract.		
Level of Effort and Fixed Price			
Contract Labor Categories	FTE	FBR²	Labor Category Price
Call Center Manager	0.75	\$53.52	\$83,492
Team Lead	1.00	\$41.16	\$85,613
Customer Service Representative	7.87	\$27.45	\$449,346
		Premium for overtime and shift differential	\$0

¹ WBS references are to the General Government Services Statement of Work (SOW) attached to this Task Order

² See Section B.5 of the Base Contract for not to exceed fully burdened labor rates.

General Government Services Task Order
Call Center

Total FTE:	9.62	Total Fixed Price:	\$618,466
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Issued To:	<i>Faneuil</i>
City of Sandy Springs Approval:	
Date:	
Attest:	



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: Jennifer Emery, Human Resources Director
DATE: March 29, 2023 Submission for the June 20, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Approval of the City of Sandy Springs General Liability Insurance Renewal for FY 2024

Recommendation:

Staff recommends Mayor and Council authorize the City Manager to sign the insurance renewal proposals effective date of July 1, 2023 for continued coverage of the City's assets and liabilities.

Background:

Staff, working with Partners Risk Services ("PRS"), have conducted market research as well as an extensive inventory of current City assets and liabilities to provide the attached proposal.

Discussion:

Given the size of the city, the consolidation of insurance market providers, and the specific needs of the City, the number of available providers has been greatly reduced. In light of these considerations, PRS has provided advice and guidance on obtaining the attached recommendations to provide necessary coverage.

Financial Impact:

The premiums described in Exhibit A of the attached Resolution will be funded through the City general fund as approved for fiscal year 2023-2024. The increase to the premium is 11.74%.

Alternatives:

Should the Council choose not to authorize the renewal, Staff will require additional guidance from Council.

Review:

Raquel Gonzalez, City Clerk
Jennifer Emery, Human Resources Director
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 6/1/2023
Approved - 6/1/2023
Approved - 6/13/2023
Approved - 6/15/2023
Final Approval - 6/16/2023

Attachments:

1. Resolution Approving Renewal of Insurance

2. Sandy Springs 2023 Trident Premium Summary

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

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

WHEREAS, current insurance coverages for the City described in Exhibit A attached hereto (“Policies”) renew on July 1, 2023, and will be funded in the City’s FY2023-2024 annual budget, as approved by City Council; and

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

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

1. The Policies and premiums described in Exhibit A attached hereto are hereby approved for fiscal year 2023-2024; and
2. The City Manager is hereby authorized to execute such documentation as is required to effectuate the intent of this resolution; and
3. The City Manager and City Attorney are hereby authorized to take such other action as may be deemed necessary to effectuate the intent of this resolution.

APPROVED AND ADOPTED, this ____ day of _____, 2023.

Approved:

RUSTY PAUL, Mayor

Attest:

RAQUEL GONZALEZ, City Clerk
[seal]

EXHIBIT A
INSURANCE POLICIES
(Spreadsheet Attached)

City of Sandy Springs
Property Casualty Coverage Summary (2023-24)

COVERAGE	2022-23 EXPIRING	2023-24 PROPOSED	CARRIER	2022-23 EXPIRING LIMITS	2023-24 PROPOSED LIMITS		2022-23 PROPOSED DEDUCTIBLE	2023-24 PROPOSED DEDUCTIBLE
GENERAL LIABILITY	\$293,176	\$317,767	Argonaut Ins. Co. (A-:14)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Event Limit/General Total Limit	\$10,000	\$25,000
Products & Completed Work	Included	Included	Argonaut Ins. Co. (A-:14)	\$3,000,000	\$3,000,000	Total Limit	\$10,000	\$25,000
Personal Injury	Included	Included	Argonaut Ins. Co. (A-:14)	\$1,000,000	\$1,000,000	Each Person Limit	\$10,000	\$25,000
Trampolin / Rebounding Device	Excluded	Excluded	Argonaut Ins. Co. (A-:14)	No Coverage	No Coverage			
Drone Liability and Physical Damage	\$4,417	\$3,873	Global Aerospace (A:15)	\$2,000,000	\$2,000,000	8 Drones - No Physical Damage	0%	0%
EMPLOYEE BENEFITS LIABILITY	Included	Included	Argonaut Ins. Co. (A-:14)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Wrongful Act/Total Limit	\$1,000	\$1,000
Terrorism	\$4,398	\$4,767						
AUTOMOBILE LIABILITY**	\$167,774	\$177,952	Argonaut Ins. Co. (A-:14)	\$1,000,000	\$1,000,000		\$25,000	\$25,000
Uninsured/ Underinsured Motorist (Annualized)	\$12,248	Included	Argonaut Ins. Co. (A-:14)	\$100,000	\$100,000			
AUTOMOBILE PHYSICAL DAMAGE**	\$156,978	\$182,977		340 Units, 13 Trailers	347 Units, 17 Trailers			
Comprehensive/Collision	Included	Included	Argonaut Ins. Co. (A-:14)	ACV	ACV	Agreed Amount coverage for Fire Trucks	\$5,000 / 5,000	\$5,000 / 5,000
Hired Car Physical Damage	Included	Included	Argonaut Ins. Co. (A-:14)	\$50,000	\$50,000		\$5,000 / 5,000	\$5,000 / 5,000
Garage Keepers Liability	Included	Included	Argonaut Ins. Co. (A-:14)	\$200,000	\$200,000		\$5,000 / 5,000	\$5,000 / 5,000
				353 Units	364 Units			
LAW ENFORCEMENT LIABILITY	\$171,912	\$187,893	Argonaut Ins. Co. (A-:14)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Wrongful Act Limit/Total Limit	\$25,000	\$25,000
Line of Duty Death Benefit	Included	Included	Argonaut Ins. Co. (A-:14)	\$50,000 / \$100,000	\$50,000 / \$100,000		None	None
# of officers				149 FT / 22 PT	153 FT / 12 PT	# of Employees		
PUBLIC ENTITY MANAGEMENT LIABILITY	\$49,842	\$70,750	Argonaut Ins. Co. (A-:14)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Wrongful Act Limit/Total Limit	\$25,000	\$25,000
EMPLOYEE PRACTICES LIABILITY	\$108,817	\$150,911	Argonaut Ins. Co. (A-:14)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Wrongful Offense Limit/Total Limit	\$25,000	\$25,000
Non-Monetary Defense	Included	Included	Argonaut Ins. Co. (A-:14)	\$50,000/\$50,000	\$50,000/\$50,000	Each Wrongful Offense Limit/Total Limit	\$25,000	\$25,000
EEOC Hearing Defense	Included	Included	Argonaut Ins. Co. (A-:14)	\$10,000/\$50,000	\$10,000/\$50,000	Each Wrongful Offense Limit/Total Limit	\$25,000	\$25,000
Backwages Coverage	Included	Included	Argonaut Ins. Co. (A-:14)	\$50,000	\$50,000		\$10,000	\$10,000
Policy Form (7/1/2022 Claims-Made Retro Date)	Claims-Made	Claims-Made		482 FT / 65 PT	502 FT / 100 PT	# of Employees		
EXCESS LIABILITY (General Liability Only)	\$40,890	\$47,143	Argonaut Ins. Co. (A-:14)	\$4,000,000/\$4,000,000	\$4,000,000/\$4,000,000	Excludes Sexual Abuse	None	None
Terrorism	\$613	\$707						
CRIME								
Employee, Computer & Funds Transfer Fraud	\$2,788	\$2,787	Arch Ins. Co. (A-:14)	\$500,000	\$500,000	Per Loss	\$25,000	\$25,000
Inside Premises (Money & Securities)	Included	Included	Arch Ins. Co. (A-:14)	\$500,000	\$500,000	Per Loss	\$25,000	\$25,000
						" "		
PROPERTY								
Blanket Building	\$232,502	\$278,109	Travelers	\$290,000,000	\$290,000,000	Maximum Occurrence Limit (MOL) for a single loss	\$25,000	\$25,000
Building Total Values	Included	Included	Travelers	\$325,181,473	\$373,605,603	Building Total Limits - Policy Rating Basis		
Boiler & Machinery	Included	Included	Travelers	\$100,000,000	\$100,000,000	See proposal for specific limits and deductibles	\$10,000	\$10,000
Wind & Hail Deductible	Included	Included	Travelers	Included	Included	Applies per Building, Contents, Outdoor Property	\$100,000	\$100,000
Extra Expense	Included	Included	Travelers	\$5,000,000	\$5,000,000	Included in MOL	\$25,000	\$25,000
Flood	Included	Included	Travelers	\$25,000,000	\$25,000,000	See proposal for covered flood zones/Incl in MOL	\$100,000	\$100,000
Earthquake	Included	Included	Travelers	\$25,000,000	\$25,000,000	Included in MOL	\$100,000	\$100,000
Computer & EDP Equipment	Included	Included	Travelers	\$1,500,000	\$1,500,000	Included in MOL	\$25,000	\$25,000
Contractors Equipment - Scheduled	Included	Included	Travelers	\$2,500,000	\$2,500,000	Included in MOL	\$25,000	\$25,000
Emergency Equipment	Included	Included	Travelers	\$2,500,000	\$2,500,000	Included in MOL	\$25,000	\$25,000
Law Enforcement Animals	Included	Included	Travelers	\$13,500 / \$67,500	\$13,500 / \$67,500	Included in MOL	\$5,000	\$5,000
Terrorism	Included	Included						
CYBER LIABILITY (Claims-Made Form)	\$99,142	\$80,011	Palomar Excess and Surplus (A:8)	\$5,000,000/\$5,000,000	\$5,000,000/\$5,000,000	Privacy, Network Security or Media Wrongful Acts	\$50,000	\$50,000
Retro Date: Full Prior Acts	Included	Included	Palomar Excess and Surplus (A:8)	\$5,000,000/\$5,000,000	\$5,000,000/\$5,000,000	Cyber Extortion (Ransomware)	\$50,000	\$50,000
	Included	Included	Palomar Excess and Surplus (A:8)	\$250,000	\$250,000	Cyber Crime	\$50,000	\$50,000
SURPLUS LINES TAX AND POLICY FEES	\$5,057.68	\$4,292.44				See Proposal for all limits and terms		
INMATE MEDIAL COVERAGE	\$9,429.00	\$9,683.52	Sirius American	\$250,000/\$1,000,000	\$250,000/\$1,000,000	Each Wrongful Act Limit/Total Limit	\$15,000	\$15,000
						See Proposal for exclusions and terms		
TOTAL PREMIUM	\$1,359,984	\$1,519,623	11.74%					

Increasing the Trident casualty deductibles from \$25,000 to \$50,000 would reduce the premium \$91,997



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: April 24, 2023 Submission for the June 20, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a Grant Agreement with the United States Department of Transportation for the Sandy Springs Safety Action Plan As Part of the 2022 Safe Streets and Roads for All Program

Recommendation:

Staff recommends entering into a grant agreement with the United States Department of Transportation (the "USDOT") to accept federal funding for the Sandy Springs Safety Action Plan, as part of the 2022 Safe Streets and Roads for All Grant Program (the "Grant Program").

Background:

The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021) established the Grant Program and appropriated \$1 billion to be awarded by the USDOT for FY 2022 for the Grant Program. Funds for the Grant Program are to be awarded for planning studies and capital projects that improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries, focused on all roadway users. Of the funding available in 2022, 40% must be allocated for planning activities. Applicants had the option to apply for a Safety Action Plan Grant or Implementation Grant.

The City of Sandy Springs submitted an Action Plan Grant Application on September 15, 2022 and on February 1, 2023 the USDOT awarded the City \$450,000.00, consisting of \$360,000.00 in federal funding and \$90,000.00 in local funding for development of the Sandy Springs Safety Action Plan.

Discussion:

USDOT recently adopted the Safe System Approach in its National Roadway Safety Strategy. The Safe System Approach sees transportation safety beyond an infrastructure lens, but rather as something impacted by behavioral interventions (i.e. education and encouragement), roadway countermeasures and vehicle safety features and performance (i.e. engineering), laws and policies (i.e. enforcement), and emergency medical care (i.e. emergency response).

Typically, for local governments, these efforts tend to be siloed where the Public Works Department focuses on infrastructure and the Police Department focuses on behavior and enforcement. The Sandy Springs Safety Action Plan is an opportunity to bring multiple departments within the City, to develop a comprehensive approach to improving roadway safety. This process would include City Staff from the Public Works, Police, Fire, Communications, and Community Development Departments. This improved coordination and exchange of ideas tackles the problem from different angles and targets the crashes that have most significant impact on people's lives.

The Sandy Springs Safety Action Plan would include thorough safety and equity analyses as well as extensive public engagement. The end product would be a prioritized list of projects and strategies that direct funding where it would be most effective.

The completion of the Sandy Springs Safety Action Plan would also make the City eligible for an Implementation Grant in the future.

Financial Impact:

A local match of 20% is required for the Sandy Springs Safety Action Plan Grant. City Staff estimates the Sandy Springs Safety Action Plan would total \$450,000.00 (consisting of \$360,000.00 in federal funding and \$90,000.00 local funding). The City currently has funds for a safety analysis in Project No.: T7000 that can provide the 20% required local match of up to \$90,000.00.

Alternatives:

The City can choose not to enter into the Grant Agreement with the USDOT and forego federal funding for this project. If the City does not enter into the Grant Agreement, the City can fund the plan, with a reduced scope of work, and 100% locally funded. The City may also choose to forego the plan at this time.

Review:

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

Created/Initiated - 6/7/2023
Approved - 6/7/2023
Approved - 6/7/2023
Approved - 6/8/2023
Approved - 6/8/2023
Final Approval - 6/16/2023

Attachments:

1. SS4A FY22 Grant Agreement Template COSS clean 5-30-23
2. SS4A-FY22-FHWA-Exhibits_2023-02-08
3. SS4A-Terms-and-Conditions_2023-03-28
4. Resolution_SS4A_Grant_Agreement RL LP

1. **Award No.**
693JJ32340089
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**

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

Unique Entity Id.: XE4VXG636CN1
TIN No.: 20-3767748
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award – 6/1/2025
7. **Total Amount**
Federal Share: \$360,000
Recipient Share: \$90,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$450,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSSP230368PR
11. **Federal Funds Obligated**
\$360,000
12. **Submit Payment Requests To**
See article 5.2.
13. **Payment Office**
See article 5.2.
14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.61006600.0000000000.0000000000.0000000000.0000000000
15. **Description of Project**
Sandy Springs Safety Action Plan

RECIPIENT

16. **Signature of Person Authorized to Sign**

Signature Date
Name:
Title:

FEDERAL HIGHWAY ADMINISTRATION

17. **Signature of Agreement Officer**

Signature Date
Daniel Confer
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Sandy Springs (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Sandy Springs Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Sandy Springs Safety Action Plan

Application Date: 9/15/2022

2.2 Award Amount.

SS4A Grant Amount: \$360,000

2.3 Award Dates.

Period of Performance End Date: See Block 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Block 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The Safety Action Plan will align with a safe system approach and include City staff from Public Works (Transportation), Police, Fire, Communications, and Community Development.

The safety analysis will analyze historic crash data and identify roadway risk factors to develop a high-injury network. The high-injury network will identify locations that can be treated with low-cost, high impact strategies, such as upgrading traffic signal equipment to standard. Crashes involving vulnerable users and/or result in severe injury or fatality will be analyzed. Crashes will be reviewed for contributing factors attributed to behavioral factors (distracted driving, DUI, etc.).

An equity analysis will be conducted to understand what populations are disproportionately involved in injury and fatal crashes and how the high-injury network correlates to areas of persistent poverty. The plan will assess the impact of proposed projects and strategies to underserved areas.

There will be extensive stakeholder outreach, especially to areas of persistent poverty. The City will meet people where they are, work with local nonprofits representing underserved populations, and provide translation services in order to gather meaningful feedback.

Based on safety analysis findings and extensive feedback, the plan will identify effective infrastructure and behavioral strategies and projects using proven measures from the USDOT's Crash Modification Factors Clearinghouse and Countermeasures that Work: A Highway Safety Countermeasure Guide.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	8/30/2024
Planned Action Plan Completion Date:	11/30/2024
Planned Action Plan Adoption Date:	01/15/2025
Planned SS4A Final Report Date:	06/01/2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$360,000
Other Federal Funds::	\$0
State Funds:	\$0
Local Funds:	\$90,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$450,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget
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			Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$360,000.00	\$90,000.00	\$450,000.00
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$360,000.00	\$90,000.00	\$450,000.00

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

XE4VXG636CN1

4.2 Recipient Contact(s).

Caroline Galvin
Executive Project Manager
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
770-206-1408
cgalvin@sandyspringsga.gov

4.3 Recipient Key Personnel.

Name	Title or Position
David Low	Senior Traffic Engineer (Project Manager)
Brendan Fitzpatrick	Traffic Engineer (Deputy Project Manager)
Kristen Wescott	Traffic and Transportation Unit Manager (Project Oversight)
Caitlin Shankle	Senior Transportation Planner (Grant Coordination)

Name	Title or Position
Charise Glass	Purchasing Manager (Procurement)
Toni Carlisle	Chief Financial Officer (Invoicing)

4.4 USDOT Project Contact(s).

Jessica Rich
Safe Streets and Roads for All (SS4A) Program Manager
Federal Highway Administration
Office of Safety
404 BNA Drive, Suite 508
Nashville, TN 37217
615-695-4096
Jessica.rich@dot.gov

and

Hector Santamaria
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
Hector.Santamaria@dot.gov

and

Ashley Cucchiarelli
Agreement Specialist (AS)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(720) 963-3589
Ashley.Cucchiarelli@dot.gov

and

Sabrina David
Agreement Officer's Representative (AOR)
Division Administrator

Georgia Division Office
75 Ted Turner Drive SW, Suite 1000
404-562-3631
Sabrina.David@dot.gov

and

Joseph Longo
Georgia Division Office Point of Contact
Community Planner
75 Ted Turner Drive SW, Suite 1000
Atlanta, GA 30303
404-562-3641
Joseph.longo@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/subrecipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: The City of Sandy Springs is located in the Atlanta Metropolitan Area. It is bounded by City of Atlanta to the south, Cobb County to the west, City of Dunwoody to the east, and City of Roswell to the north. The study area will include all public streets located within the City of Sandy Springs, Georgia.

Baseline Measurement Date: July 15, 2023

Baseline Report Date: September 15, 2023

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: None.

Schedule: The application had a proposed project end date of 12/31/2023. The updated schedule entered in Article 3.2 is below.

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	8/30/2024
Planned Action Plan Completion Date:	11/30/2024
Planned Action Plan Adoption Date:	01/15/2025
Planned SS4A Final Report Date:	06/01/2025

Budget: None.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Safety Action Plan will include a racial equity impact analysis component. The Plan will specifically analyze safety needs and identify countermeasures to improve safety for vulnerable populations (pedestrian, bicyclists, individuals with disabilities, transit users, youth, elder adults, traditionally underserved communities). Other transportation studies completed by the City of Sandy Springs have used equity as a criterion for prioritizing

transportation investments within the City to ensure projects in underserved communities receive higher priority.

U.S. DEPARTMENT OF TRANSPORTATION
EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

February 8, 2023

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2022 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
 - ee. Freedom of Information Act – 5 U.S.C. 552, as amended
 - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
 - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
 - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
 - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
 - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
 - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
 - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
 - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
 - nn. Wilderness Act – 16 U.S.C. 1131-1136
 - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
 - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
 - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
 - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
 - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1

- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2022 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139

- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Length, Width and Weight Limitations – 23 C.F.R. Part 658
- f. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- g. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- h. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2022 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2022 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
 - (1) Certify whether the entity has a Tax Delinquency; and
 - (2) Certify whether the entity has a Felony Conviction.
4. **Prohibition.** If
 - (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
 - (2) an entity provides an affirmative response to either certification in section 3; or
 - (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being madethen a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
5. **Mandatory Notice to the USDOT.**
 - (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
 - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
 - (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
 - (1) require the SAM check in section 2;
 - (2) require the certifications in section 3;
 - (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While

Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C

QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS: FORMAT AND CONTENT

- 1. Purpose.** The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 SS4A grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
- 2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.
 - (a) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.
 - (b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
 - (c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
 - (d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
 - (e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

_____	By:	_____
Date		Signature of Recipient’s Authorized Representative
		[insert name]

		Name
		[insert title]

		Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	[insert name]

	Name
	[insert title]

	Title

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT
PROGRAM:
FHWA PROJECTS

Revision date: March 28, 2023

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2022 for the SS4A Discretionary Grant Program (87 Fed. Reg. 31606 (May 24, 2022; subsequently amended in 87 Fed. Reg. 47818 on August 4, 2022)).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2022 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through D are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contacts.

FHWA Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2201

and

[enter FHWA Division Office lead point of contact]
[enter address]
[enter email address]
[enter telephone]

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) It has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable.
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient’s jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT’s selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient’s compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 CFR 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient’s performance under this agreement without written approval of the USDOT.

- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.4 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.3.

ARTICLE 10 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in Section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates for the period of performance listed in section 2.3 of the grant agreement.

10.3 Budget Period

The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

- (a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Section 2.3.
- (b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 11 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

- (1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
- (2) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.3.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
 - (1) the “Non-Federal Funds” amount decreases; or
 - (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section

11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

- (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and
- (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Action Plan or Implementation Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Program Performance Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, August 20th, and December 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report in the format and with the content described in Exhibit C (SF-PPR). If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year, the Recipient shall submit a Federal Financial Report using SF-425.

ARTICLE 14 PERFORMANCE REPORTING

- 14.1 Baseline Performance Measurement.** If the Designation in Section 2.5 is “Implementation,” then:
- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
 - (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.
- 14.2 Section 24112(h) Report:** The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report that describes, consistent with section 24112(g) of BIL:
- (1) the costs of carrying out the project;
 - (2) the outcomes and benefits that each eligible project generated as identified in the grant application and measured by data to the maximum extent practicable (i.e. number of fatalities and serious injuries that occurred within the limits of the project location); and
 - (3) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure that is identified in the Performance Measure Table in Attachment A, not later than January 31 of each year that follows a calendar year within the period of performance during which data was collected, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15 NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;

- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 15.1(b); or
 - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

15.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.2 table (a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2022 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2022” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2022” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- (a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

- 18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).
- 18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.
- 18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.6 Recipient Responsibilities For Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.
- 18.7 Subaward and Contract Authorization.**

If the USDOT Office for Subaward and Contract Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any work under this agreement for Action Plan awards. This provision does not apply to the acquisition of supplies, material, equipment or general support services. That approval will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer’s concurrence on that determination.

ARTICLE 19

COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for

payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval pre-award costs under 2 C.F.R. 200.458. pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

- (a) If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

- 19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21

AGREEMENT MODIFICATIONS

- 21.1 Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

21.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

- 21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22

CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

- 22.1 Climate Change and Environmental Justice.** Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23

RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

- 23.1 Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24

FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

- 24.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.
- 24.2 Federal Law and Public Policy Requirements.**
- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
 - (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.
- 24.3 Federal Freedom of Information Act.**
- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
 - (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.
- 24.4 History of Performance.** Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient’s performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R 175.15(b): Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 25 ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

27.1 Effect of Action Plan or Implementation Plan. Based on information that the Recipient provided to the USDOT, including the Technical Application, at indicated in section 2.5, this agreement designates this award as an Action Plan award or a Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

27.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.3 Environmental Review

(a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

- (2) for all other cases, the FHWA.
- (b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
 - (1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

27.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

27.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 27.6 for all tiers of subawards under this award.

**ARTICLE 28
MANDATORY AWARD INFORMATION**

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

ARTICLE 29 CONSTRUCTION AND DEFINITIONS

29.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Racial Equity and Barriers to Opportunity
Attachment D	Climate Change and Environmental Justice Impacts
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 SS4A Grant Program”, dated February 8, 2023, and available at [URL to be inserted when posted online], are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–D.

“**SS4A Grant**” means an award of funds that were made available under the NOFO.

“Grant Application” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30

AGREEMENT EXECUTION AND EFFECTIVE DATE

- 30.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 30.2 Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A SAFETY ACTION PLAN GRANT APPLICATION TO THE
UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE 2022 SAFE STREETS
AND ROADS FOR ALL GRANT PROGRAM AND TO COMMIT TO LOCAL FUNDING MATCH**

WHEREAS, public safety is a priority of the Mayor and Council of the City of Sandy Springs (the “City”) and safety is the top priority identified in the City’s Transportation Master Plan; and

WHEREAS, the United States Department of Transportation (the “USDOT”) has appropriated \$1 billion for the 2022 Safe Streets and Roads for All Grant Program (the “Grant Program”), with funds to be awarded to eligible applicants for planning studies and capital projects that improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries, focused on all roadway users; and

WHEREAS, the City submitted an application for the Sandy Springs Safety Action Plan (the “Project”) to the 2022 Safe Streets and Roads for All Program on September 15, 2022 and was awarded federal funding for the Project on February 1st, 2023; and

WHEREAS, the USDOT administers the federal funding to the Project, and as such, per the Grant Agreement, requires the City to match a percentage of the funds to complete a certain scope of work, as described in the Grant Agreement.

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

1. The attached Grant Agreement with the United States Department of Transportation for the 2022 Safe Streets and Road for All for the Sandy Springs Safety Action Plan is hereby approved; and
2. The City commits to provide local funding of up to 90,000.00 (20%), for a federal grant match of up to \$360,000.00 (eighty percent (80%)) for a total of \$450,000.00 for project implementation.
3. That the City Manager is hereby authorized to execute the attached Grant Agreement, subject to such minor revisions and approval the City Attorney and Chief Financial Director.

RESOLVED, this the 20th day of June, 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: May 8, 2023 Submission for the June 20, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Approval to Authorize the Mayor to Execute a Project Framework Agreement for Design of the Roswell Road / State Route 9 North End Boulevard Project from Dunwoody Place to Chattahoochee River between Georgia Department of Transportation and the City of Sandy Springs, PI No. 0019793, Fulton County, Georgia; Project S2-105

Recommendation:

City Staff recommends that the Mayor and City Council approve the Project Framework Agreement ("PFA") between the City of Sandy Springs (the "City") and the Georgia Department of Transportation (the "GDOT") to design streetscape and access management improvements along Roswell Road from Dunwoody Place to Chattahoochee River (Project no. S2-105) – GDOT Project Number PI0019793, as it relates to the Roswell Road North End Boulevard Project (the "Project").

Background:

The City adopted the Roswell Road Small Area Plan as part of the Next Ten Comprehensive Plan in 2016, which established a vision for Roswell Road as a "boulevard" with safer access for motorists, pedestrians, and cyclist. The Roswell Road Small Area Plan proposed several ideas to better manage access along Roswell Road, including installing medians, installing sidepath, and improving connectivity.

In December 2021, City staff submitted a grant application to the Atlanta Regional Commission ("ARC") for consideration of awarding a design grant for the purposes of studying the corridor to develop a project concept with an estimate of \$1,200,000 for the engineering services. The project was awarded a grant in the amount of \$960,000. There is a requirement for a 20% local match. This project is currently included in the Tier 1 TSPLOST 2021 project list.

The Project will construct side path with landscape buffer on both sides of Roswell Road and construct a landscaped median on Roswell Road. The Project is also proposed to improve the intersections of Roswell Road and Dunwoody Place, Roswell Road and North River Parkway, and Roswell Road and Roberts Drive. To advance the Project moving through the plan development process, the City, as the local sponsor, will need to execute the attached PFA.

Discussion:

The proposed project would complement and align with Roswell Road Small Area Plan. Improvements will include intersection improvements at adjacent cross streets to improve traffic flow on Roswell Road from Roberts Drive and Dunwoody Place, features to improve transit access, and bicycle/pedestrian accommodations. The following actions are recommended:

- Execute the PFA for the purposes of the design utilizing the \$960,000 grant award and local match;
- Advertise and award a design contract.

Financial Impact:

The City will be responsible for 20% of the cost for the Engineering activities, and the GDOT will fund a maximum of 80% of the engineering activities. There are sufficient funds available in the project to fund the 20% match.

Alternatives:

The City may elect to forego these grant funds at this time.

Review:

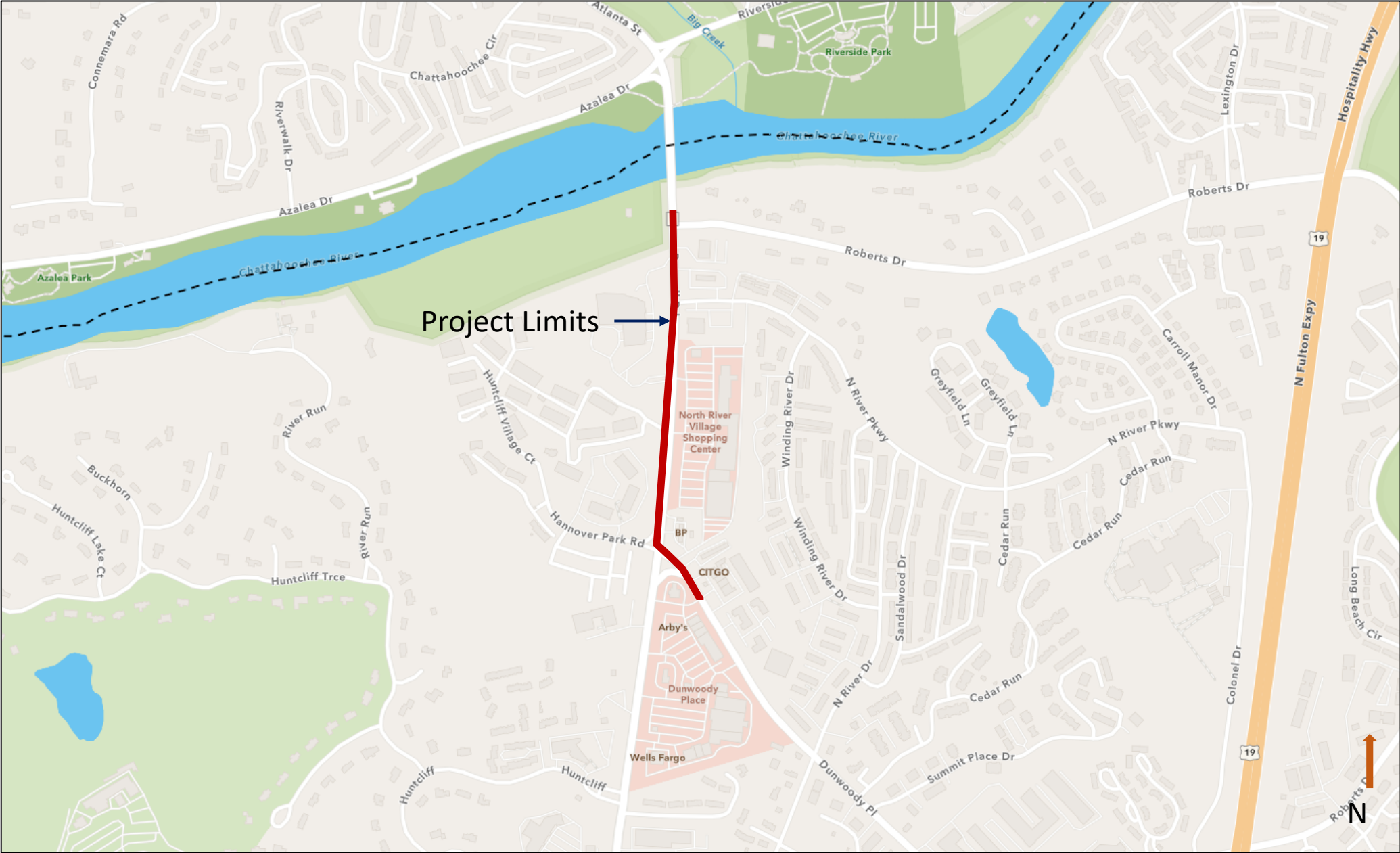
Cheryl Oslund, Administrative Coordinator
Marty Martin, Director of Public Works
Len Housley, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 6/7/2023
Approved - 6/7/2023
Approved - 6/7/2023
Approved - 6/8/2023
Approved - 6/8/2023
Final Approval - 6/16/2023

Attachments:

1. Vicinity Map
2. Project Framework Agreement
3. Resolution

S2105 Roswell Road North End Boulevard Project Vicinity Map





Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

May 15, 2023

PI No. 0019793, Fulton County
SR 9 FROM CS 1436/DUNWOODY PLACE TO CHATTAHOOCHEE RIVER

The Honorable Russell Paul, Mayor
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
Attention: William H. Martin Jr.

Dear Mayor Paul:

Attached is the Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. The City of Sandy Springs will be sent an electronic copy of the fully executed agreement for your project file. As referenced in the PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Rodney Leverette, at (404) 631-1981 or RLeverette@dot.ga.gov.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

KWN:CAR:NEN:RRL
Attachment(s)

cc: Rudy Bowen, State Transportation Board Member, Congressional District 06
Albert V. Shelby, Director of Program Delivery
Paul DeNard, District 7 Engineer
Landon Perry, District 7 Preconstruction Engineer
Attn: Joshua Higgins, District Planning & Programming Manager

GDOT

Project Framework Agreement Template

Revision Index

Date of revision	Revision made	By Office	Reason
2020-October-16	Revised insurance coverage language in Article VI; Revision to references in Agreement to Exhibit "B"; Correction of minor format, reference and typographical errors	Legal	Insurance coverage is required by law
2021-January-13	Added Exhibit H – Sexual Harassment; added per required by law	Legal	Update required by law
2022-May-02	Updated DUNS Number referenced in the agreement to SAM Number	Financial Management	Federal Change
2022-June-27	Revised insurance coverage language in Article VI	Legal	Insurance coverage requirements revised

**PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
City of Sandy Springs
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this Agreement (Check only one):

- ☒ **CFDA # 20.205 - Highway Planning and Construction Cluster**
☐ **CFDA # 20.219 - Recreational Trails Program**

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this _____ (the “Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **City of Sandy Springs**, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT" (the “Agreement”).

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit “A”, attached, and incorporated herein by reference, identified as PI # 0019793 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received “Qualification Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT (current expiration date: 6/30/2026) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT’S current versions of the Local Administered Project Manual, the DEPARTMENT’s Plan Development Process (hereinafter referred to as “PDP”), Electronic Data Guidelines,

Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as “PE”, as specified in Exhibit “A”. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding those project costs as set out in Exhibit “A”. PE expenditures incurred by the LOCAL GOVERNMENT after execution of this Agreement shall be reimbursed by the DEPARTMENT once a written notice to proceed is given by the DEPARTMENT.

3. The funding portion as identified in Exhibit “A” of this Agreement only applies to the PE. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for funding applicable to other activities, including, but not limited to, right-of-way, utility relocation and construction, when appropriate. Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the Federal Highway Administration (FHWA).

4. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as “AASHTO”, the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

5. The primary consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. If there is federal aid highway program funding participation, the LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172, or the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there are no federal aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction per an approved Local Let Approval Form (LLAF) on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns,

comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for the PROJECT.

7. The DEPARTMENT reserves the right to review and reserves approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this Agreement.

8. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

9. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

10. INSURANCE. The LOCAL GOVERNMENT shall provide insurance under this Agreement as follows:

- a. It is understood that the LOCAL GOVERNMENT (*select the applicable statement*):
☒ shall obtain coverage from LOCAL GOVERNMENT's private insurance company or cause LOCAL GOVERNMENT's consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, LOCAL GOVERNMENT shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 11 (Insurance) of the Agreement.

- b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:
- i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
 - ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
 - a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000

in aggregate coverage;

- c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
- c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- d. The insurance certificate must provide the following:
- i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
- e. Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.

If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the LOCAL GOVERNMENT and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds

11. EXHIBITS & ATTACHMENTS. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – TIP/STIP Insert

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Federal Award Identification Worksheet

APPENDIX C – Certification of Local Government Drug Free Workplace

APPENDIX D – Certification of Compliance with State Audit Requirement

APPENDIX E – Title VI Certification and Acknowledgement Form

12. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

13. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the LOCAL GOVERNMENT's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or LOCAL GOVERNMENT by delivering them in person,

via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT

Name: Kimberly Nesbitt

Title: State Administrator of Program Delivery

600 West Peachtree Street, NW,

25th Floor

Atlanta, Georgia 30308

Telephone#: (404)-631-1575

E-mail: knesbitt@dot.ga.gov

LOCAL GOVERNMENT

Name: William H. Martin Jr.

Title: Public Works Director

1 Galambos Way

Sandy Springs, GA 30328

Telephone#: (770)-730-5600

Email: MMartin@SandySpringsga.gov

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

14. COST ESTIMATE. LOCAL GOVERNMENT shall provide to GDOT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on GDOT's vendor list as being prequalified for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must provide documentation verifying at a minimum five (5) years' experience performing ROW Cost Estimates on transportation projects as set forth more fully in <http://www.dot.ga.gov/PS/ROW>. LOCAL GOVERNMENT's are advised that all prequalification's must be current during the term of the Agreement.

15. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

16. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

17. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

18. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

19. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation

City of Sandy Springs, Georgia

By: _____
Commissioner

By: _____(Seal)
Name and Title

Attest:

Signed, sealed and delivered
This _____,
in the presence of:

Treasurer

Witness

Notary Public (Notary Seal)

This Agreement, approved by
City of Sandy Springs, the _____(date)

Attest:

Name and Title

Approved as to form:

Daniel W. Lee, City Attorney

20-3767748
Federal Employer Identification
Number:

EXHIBIT A STIP/TIP

FN-352	ROSWELL ROAD NORTH END BOULEVARD	Jurisdiction	Fulton County (North)	Existing	Planned	Length (mi.)	Network Year
0019793	FROM ROSWELL ROAD, BETWEEN DUNWOODY PLACE (SOUTHERN LIMIT) TO THE CHATTAHOOCHEE RIVER (NORTHERN LIMIT)	Sponsor	City of Sandy Springs	0	2	0.5	TBD
Programmed		Service Type	Roadway / Operations & Safety	Analysis			LCI ☐
				Exempt from Air Quality Analysis (40 CFR 93)			Flex ☐

Status	Year	Fund Type	Federal	State	Local	Bonds	Total
PE	2023	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$960,000	\$0,000	\$240,000	\$0,000	\$1,200,000
ROW	2027	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$1,600,000	\$0,000	\$1,600,000
UTL	2028	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$350,000	\$0,000	\$350,000
CST	2028	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$2,500,000	\$0,000	\$2,500,000
			\$960,000	\$0,000	\$4,690,000	\$0,000	\$5,650,000

THIS REFLECTS THE CURRENT TIP/STIP AS OF THE EXECUTION OF THIS PFA. ANY MODIFICATION TO THE PE PHASES WILL TRIGGER A SUPPLEMENTAL PFA. ANY MODIFICATIONS TO THE ROW, UTL or CST PHASES WILL BE ADDRESSED WITH SUBSEQUENT AGREEMENTS.

APPENDIX A

Georgia Security and Immigration Compliance Act Affidavit

(Appendix A shall follow on the next page)



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	0019793
Sponsor/Local Government's Name:	City of Sandy Springs
Sponsor/Local Government's Address:	1 Galambos Way Sandy Springs, GA 30328

/ LOCAL GOVERNMENT AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

PM to enter information

Date of Authorization

City of Sandy Springs

Name of Sponsor/Local Government

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

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

APPENDIX B

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	PM to enter information
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	PM to enter information
Federal Award Identification Number (FAIN)	PM to enter information
Federal award date (see § 200.39 Federal Award Date)	PM to enter information
Amount of Federal Funds Obligated by this action	PM to enter information
Total Amount of Federal Funds Obligated to the subrecipient	PM to enter information
Total Amount of the Federal Award	Refer to Attachment A above
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Scope of work in contract document; refer to page 1
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Rodney Leverette RLeverette@dot.ga.gov
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

APPENDIX C
CERTIFICATION OF LOCAL GOVERNMENT
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of **City of Sandy Springs** whose address is **1 Galambos Way, Sandy Springs, GA 30328** and it is also certified that:

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

Date

Signature
Name: _____
Title: _____

**APPENDIX D
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of City of Sandy Springs whose address is 1 Galambos Way, Sandy Springs, GA 30328, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Signature

Name: _____

Title: _____

APPENDIX E

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The **City of Sandy Springs** assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The **City of Sandy Springs** assures that every effort will be made to ensure non discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Official Name and Title

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
 Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
 1973 Federal-aid Highway Act (23 USC 324)
 The 1975 Age Discrimination Act (42 USC 6101) Implementing
 Regulations (49 CFR 21 & 23 CFR 200) Executive Order 12898 on
 Environmental Justice (EJ) Executive Order 13166 on Limited
 English Proficiency (LEP)

**NOTICE TO SPONSOR/LOCAL GOVERNMENT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR/ LOCAL GOVERNMENT, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. **Compliance with Regulations**
The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**
The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports**
The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**
In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
 - and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**
The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A PROJECT FRAMEWORK
AGREEMENT FOR DESIGN OF THE ROSWELL ROAD (SR9) NORTH END BOULEVARD
PROJECT FROM DUNWOODY PLACE TO CHATTAHOOCHEE RIVER (S2105)
BETWEEN GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) AND
THE CITY OF SANDY SPRINGS, PI NO. 0019793, FULTON COUNTY, GEORGIA**

WHEREAS, the City adopted the Roswell Road Small Area Plan in 2016, which established a vision for Roswell Road as a “boulevard” with safer access for motorists, pedestrians, and cyclists; and

WHEREAS, City Staff submitted a grant application to the Atlanta Regional Commission with an estimate of \$1,200,000.00 for the engineering services and the City was awarded a grant which requires a local match of 20%;

WHEREAS, the local match for the Project will be provided by the 2021 Tier 1 TSPLOST funds.

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

1. The attached agreement is hereby approved; and
2. The Mayor is hereby authorized to execute the attached Agreement on behalf of the City; and
3. The Mayor and City Attorney are hereby authorized to make such minor changes to the Agreement and to take such other actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 20th day of June, 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: May 18, 2023 Submission for the June 20, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Approval of Supplemental Agreement No. 2 to the Original Project Framework Agreement with the Georgia Department of Transportation for the State Route 400 Multiuse Trail Extension, Project No(s). T-0060 and S2-121 and Georgia Department of Transportation Project No.: PI 0015023

Recommendation:

Staff recommends that the Mayor and Council approve the execution of Supplemental Agreement No. 2 to the original PFA between the City of Sandy Springs and the Georgia Department of Transportation (GDOT) and that the City Council authorize the Mayor to execute the agreement subject to Legal and Finance Department approval.

Background:

The original GDOT PFA for this project was approved by the City Council on November 16, 2016 and provided \$800,000 for preliminary engineering (PE) funds with a local match of 20% (or \$160,000). On February 4, 2020 the PFA was updated to reflect additional PE funding from the Atlanta Regional Commission (ARC) in the amount of \$1,037,000 (local match of \$207,600). On September 17, 2019 the City approved Task Order 3 with Heath & Lineback for final design for a contract total of \$1,837,781.89. Additionally, since a portion of the project is within the City of Atlanta, the City entered into an Intergovernmental Agreement (IGA) with Atlanta to share the PE costs on the project, which was executed on May 24, 2019.

Discussion:

In October 2022 the City requested additional PE funds from ARC to cover the cost of the environmental mitigation credits required for the project in the amount of \$400,000. In response to a change order request from the design consultant, the City requested an additional \$600,000 in March 2023. Both requests were approved, and Supplemental Agreement No. 2 reflects that additional funding. Additionally, federal funds were also approved by ARC for the utility (UTL) phase of the project in the amount of \$15,000 (Local match of \$3,000) and construction (CST) phase of the project in the amount of \$16,428,446 (local match of \$1,851,062). Those amounts are also reflected in Supplemental Agreement No. 2. A revision to the City of Atlanta IGA to reflect the new PE funding is pending.

	PE		UTIL		CST	
	Federal	Local	Federal	Local	Federal	Local
Original PFA	\$640,000.00	\$160,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplemental No. 1	\$830,400.00	\$207,600.00	\$0.00	\$0.00	\$0.00	\$0.00
Current PFA Totals	\$1,470,400.00	\$367,600.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplemental No. 2	\$800,000.00	\$200,000.00	\$12,000.00	\$3,000.00	\$14,577,384.00	\$1,851,062.00
Totals	\$2,270,400.00	\$567,600.00	\$12,000.00	\$3,000.00	\$14,577,384.00	\$1,851,062.00

Financial Impact:

As detailed in the table above, ARC has increased their award for this project and the local matching portion has increased. There are adequate funds available in the project budget to cover the increases.

Alternatives:

The City may choose not to approve Supplemental No. 2, decline the additional funding, and move forward using only local funding.

Review:

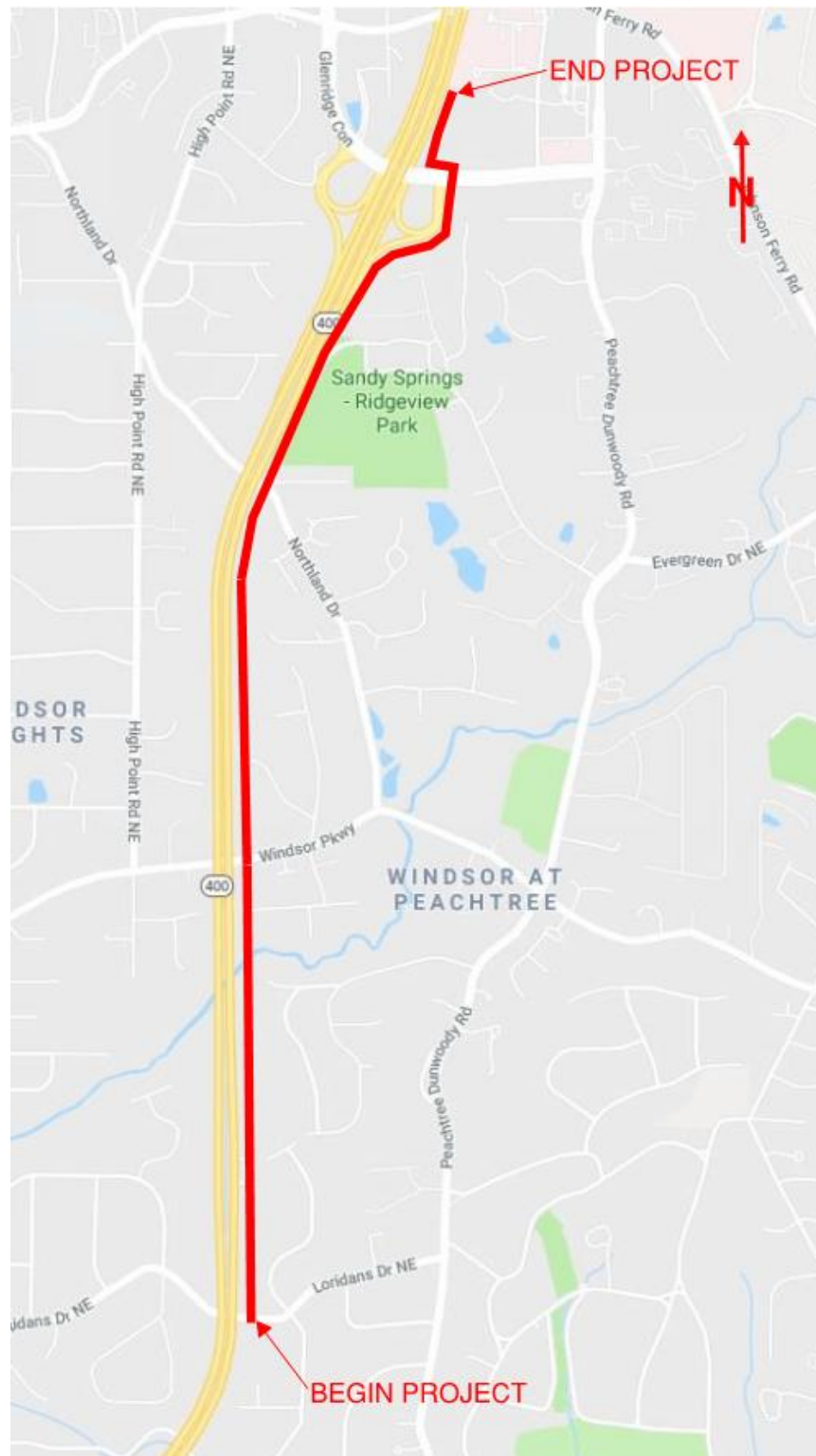
Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Len Housley, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 6/7/2023
Approved - 6/7/2023
Approved - 6/7/2023
Approved - 6/8/2023
Approved - 6/8/2023
Final Approval - 6/16/2023

Attachments:

1. T0060 - TS201 Location Map
2. PI0015023 PFA Supplemental Agreement 2 - Final
3. Path 400 Resolution PFA Supp Agrmt 2 06-06-23

PROJECT LOCATION MAP (NTS)



PI No. 0015023

PATH 400 Trail Ext From Loidans to Sandy Springs CL

**SUPPLEMENTAL AGREEMENT
NUMBER 2 to the PROJECT
FRAMEWORK AGREEMENT
By And Between
GEORGIA DEPARTMENT OF
TRANSPORTATION
And
CITY OF SANDY SPRINGS**

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- ☒ **CFDA # 20.205 -
Highway Planning and
Construction Cluster**
☐ **CFDA # 20.219 -
Recreational Trails
Program**

This SUPPLEMENTAL AGREEMENT NUMBER 2, made and entered into this _____ day of _____ 20____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT," and CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA, hereinafter called the "SPONSOR" (collectively called "PARTIES").

WHEREAS, the DEPARTMENT and the SPONSOR heretofore entered into a Project Framework Agreement dated December 20, 2016, hereinafter called the "ORIGINAL AGREEMENT", for the purpose of reimbursing the SPONSOR with federal funds for PI # 0015023 for [(The PATH400 Trail Extension is a proposed 12' wide concrete shared-use path approximately 2.3 miles in length. The project begins at the northern terminus of the proposed PATH400 Trail at Loridans Drive in Atlanta and

parallels SR400 along the east side primarily within the right-of-way. The trail continues north through the former toll plaza, bridges Nancy Creek, crosses Windsor Pkwy, continues under Northland Drive with an at-grade connection, parallels Morgan Oak Circle (adjacent to Ridgeview Charter Middle School), crosses over the existing Glenridge Connector Ramps and under the existing Glenridge Connector with an at-grade connection, and ties into the trail portion of the under construction I-285/SR400 interchange improvement project just south of Johnson Ferry Road.], such work hereinafter called the "PROJECT," and,

WHEREAS, the DEPARTMENT and the SPONSOR entered into a supplemental agreement to the ORIGINAL AGREEMENT thereafter, entitled Supplemental Agreement Number 1, dated October 23, 2020, in which amendments were made, including, but not limited to, changes in funding arrangements and the times to complete the phases of the project schedule; and,

WHEREAS, the DEPARTMENT and the SPONSOR wish to make additional changes to the ORIGINAL AGREEMENT as previously supplemented as it relates to the PROJECT and its funding.

Now, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other:

1. The ORIGINAL AGREEMENT as previously amended shall be further modified to delete the existing Attachment A in its entirety and replace it with the Attachment A appended to this SUPPLEMENTAL AGREEMENT NUMBER 2

2. The funding for the PROJECT provided for in the ORIGINAL AGREEMENT as previously amended is modified further to reflect the addition of the SUPPLEMENTAL AGREEMENT NUMBER 2 Amount set forth in its Exhibit A hereto, resulting in the revised

PROJECT Composite Amount included in this same attachment.

3. All terms and conditions of the ORIGINAL AGREEMENT as previously supplemented shall remain in full force and effect, except as modified, changed or further amended herein.

4. The WHEREAS Clauses, Attachment, and Exhibit to this SUPPLEMENTAL AGREEMENT NUMBER 2 are incorporated by reference herein and are made an integral part thereof.

5. The content of SUPPLEMENTAL AGREEMENT NUMBER 2 constitutes the full, complete, and entire supplemental agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions herein.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF
TRANSPORTATION

CITY OF SANDY SPRINGS, Georgia

BY: _____
Commissioner

BY: _____
Russell Paul, Mayor
(SEAL)

ATTEST:

Signed, sealed and delivered this _____ day of
_____, 20____, in the presence of:

Treasurer

Witness

Notary Public

This Agreement approved by CITY OF SANDY
SPRINGS, the _____ day of
_____, 20____.

Attest

Name and Title

20-3767748
Federal Employer Identification Number:

ATTACHMENT A

(Insert Revised/Updated STIP/TIP Sheet)

Atlanta Region's Plan MTP (2020)							
FY 2020-2025 Transportation Improvement Program - Sorted by ARC Project Number							
FN-304	PATH 400 TRAIL EXTENSION			Jurisdiction	Fulton County (North)	Existing	Planned
0015023	FROM LORIDANS DRIVE TO JOHNSON FERRY ROAD			Sponsor	City of Sandy Springs	N/A	N/A
Programmed				Service Type	Last Mile Connectivity / Sidepaths and Trails	Analysis	Exempt from Air Quality Analysis (40 CFR 93)
						Length (mi.)	2.3
							Network Year
							TBD
							LCI ☐
							Flex ☐

Status	Year	Fund Type	Federal	State	Local	Bonds	Total	
PE	AUTH	2016	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$144,000	\$0,000	\$36,000	\$0,000	\$180,000
PE	AUTH	2016	Transportation Alternatives (Section 133(h)) - Urban (>200K) (ARC)	\$496,000	\$0,000	\$124,000	\$0,000	\$620,000
PE	AUTH	2019	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$830,400	\$0,000	\$207,600	\$0,000	\$1,038,000
PE		2023	Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000	\$800,000	\$0,000	\$200,000	\$0,000	\$1,000,000
ROW	AUTH	2021	Transportation Alternatives (Section 133(h)) - Urban (>200K) (ARC)	\$688,000	\$0,000	\$172,000	\$0,000	\$860,000
UTL		2024	Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000	\$12,000	\$0,000	\$3,000	\$0,000	\$15,000
CST		2024	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$4,606,156	\$0,000	\$4,606,156
CST		2024	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$5,738,509	\$0,000	\$1,434,627	\$0,000	\$7,173,136
CST		2024	Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000	\$4,628,320	\$0,000	\$1,157,080	\$0,000	\$5,785,400
CST		2024	Carbon Reduction Program - Urbanized Areas With Population Over 200K	\$2,775,928	\$0,000	\$693,982	\$0,000	\$3,469,910
				\$16,113,157	\$0,000	\$8,634,445	\$0,000	\$24,747,602

EXHIBIT A

Original PFA Amount

Maximum Federal Participation:	\$640,000.00
Local Participation:	\$160,000.00
Original Total Agreement Amount:	\$800,000.00

Supplemental Agreement No. 1 Amount

Federal Supplemental Amount:	\$830,400.00
Local Participation/Match:	\$207,600.00
Total Supplemental Amount:	\$1,038,000.00

Supplemental Agreement No.2 Amount

Federal Supplemental Amount:	\$800,000.00
Local Participation/Match:	\$200,000.00
Total Supplemental Amount:	\$1,000,000.00

Composite Amount

(Original Contract Plus Supplemental Agreement Nos. 1-2)

Revised Total Federal Amount:	\$2,270,400.00
Local Participation/Match:	\$567,600.00
Revised Total Agreement Amount:	\$2,838,000.00

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE REVISED SUPPLEMENTAL AGREEMENT NO. 2
TO THE PROJECT FRAMEWORK AGREEMENT AS IT RELATES TO THE GEORGIA
DEPARTMENT OF TRANSPORTATION'S PROJECT NO. PI 0015023 TO DESIGN
A MULTI-USE TRAIL ALONG SR 400 FROM LORIDANS DRIVE WITHIN THE
CITY OF ATLANTA TO JOHNSON FERRY ROAD WITHIN THE
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

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

WHEREAS, in response to the guidance provided by the City Manager, City Staff has reviewed and recommends the Mayor execute the Supplemental Agreement No. 2 (the "Agreement") of the Original Project Framework Agreement between the City of Sandy Springs, Georgia and the Georgia Department of Transportation as it relates to the design of a multiuse path along SR 400 from Loridans Road to Johnson Ferry Road, within the city limits of both the City of Atlanta, Georgia and the City of Sandy Springs, Georgia (the "Project"); and

WHEREAS, upon adoption of this Resolution, City of Sandy Springs Public Works Department will manage all applicable phases of the Project in conjunction with the City of Atlanta staff.

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

1. That Revised Supplemental Agreement No. 2 to the Project PI 0015023 Project Framework Agreement for a revised total agreement amount of \$2,838,000 to design a multi-use trail along the SR 400 corridor from Loridans Drive within the City of Atlanta to Johnson Ferry Road within the City of Sandy Springs, Fulton County, Georgia is received and accepted; and
2. The Mayor is authorized to execute the Agreement on behalf of the City, subject to the review and approval of the City Attorney and the Chief Financial Officer.

RESOLVED this the 6th day of June, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk
(Seal)



TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: May 18, 2023 Submission for the June 20, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve Task Order 4 Scope of Work and Fee, Heath & Lineback, Inc. for the Georgia State Route 400 Multi-Use Trail Extension Design Project PI# 001523 Fulton County (T0060/S2121) and to Authorize the City Manager to Execute Revised Contract Documents

Recommendation:

City Staff recommends that Council authorize the City Manager to execute Task Order 4 with Heath & Lineback, Inc. to complete the design of the Georgia State Route ("SR") 400 Multi-Use Trail Extension Project (the "Project").

Background:

The original Scope, Task Order 1, Task Order 2, Task Order 3 (dated September 17, 2018, December 10, 2018, April 16, 2019, and September 17, 2019 respectively) included concept development services, preliminary plans and final design for the Georgia SR 400 Multi-use Trail. The final design portion of the project included final construction plans in addition to an environmental reevaluation, geotechnical studies, wayfinding signage, landscaping and lighting for the extension of GA 400 Multi-Use Trail.

Discussion:

On January 19, 2023, Heath & Lineback, Inc. submitted a change order request for additional funds to complete the remaining final design project tasks that were either identified as additional scope of work or additional effort beyond previous assumptions. Design support during the bid, award, and construction phase of the Project was also included.

Deliverables for Task Order 4 include the following:

- Final Construction Plans, Specifications & Cost Estimate (PS&E) for City of Sandy Springs, all segments.
- Final Construction Plans, Specifications & Cost Estimate (PS&E) for City of Atlanta Segment
- Construction Services Task

Schedule for Task Order 4 is in line with the Georgia Department of Transportation ("GDOT") Scheduled Let Date of September 2023.

Financial Impact:

The total proposed fee for this current Task Order 4 is \$591,546.74. The original contract fee was \$416,256.78, Task Order 1 was a budgeting and scope change within the original contract, Task Order 2 was for \$381,090.71, and Task Order 3 was for \$1,040,434.40. The total amount of the current contract is \$1,837,781.89. With the approval of Task Order 4, the contract amount will be \$2,429,328.63. Sufficient funds are available in the Project budget to fund this work. Additional federal funding for Task Order 4 was requested and received from the Atlanta Regional Commission (“ARC”) and is reflected in the Project Framework Agreement with GDOT for this project, which is also being presented for approval tonight.

Additionally, a portion of this Preliminary Engineering work performed for the City of Atlanta’s section of the path is reimbursable to the City of Sandy Springs according to the Intergovernmental Agreement ("IGA"). A revision to the IGA to reflect the additional funds is pending.

Alternatives:

The City may choose not to approve Task Order 4 from Heath & Lineback as submitted. Staff could renegotiate with Heath & Lineback or advertise these services to obtain proposals from other consultants.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 6/7/2023
Marty Martin, Director of Public Works	Approved - 6/7/2023
Len Housley, Assistant City Manager	Approved - 6/7/2023
Toni Carlisle, Chief Financial Officer	Approved - 6/8/2023
Dan Lee, City Attorney	Approved - 6/15/2023
Eden Freeman, City Manager	Final Approval - 6/16/2023

Attachments:

1. PI0015023-HL2017022 TO4- CO3-Scope and Fee Proposal-Final-CST- 2023-01-19
2. RESOLUTION Task Order 4_lp



Heath & Lineback Engineers, Inc.

2390 CANTON ROAD • BUILDING 200 • MARIETTA, GEORGIA 30066-5393

hle@heath-lineback.com • phone (770) 424-1668

January 19, 2023

Mr. Allen Johnson
TSPLOST Program Manager
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

REF: GA 400 Multi-use Trail Extension
PI# 0015023 Fulton County
Task Order 4 – Change Order 3 - Scope and Fee Proposal

Dear Allen,

With this letter, we submit our scope of work and fee estimate to complete remaining tasks that are identified as additional scope of work or additional effort beyond previous assumptions.

1. Additional Scope of work for dividing construction plan set between City of Sandy Springs and City of Atlanta as well as for Sandy Springs various segments according to available funding.
2. Additional effort to value engineer the unconstructable retaining wall to a steel/concrete boardwalk extension to bridge no.1 as a result of unknown subsurface conditions. Bridge no. 1 is at Nancy Creek that required 900 ft. additional length to design and detail.
3. Additional effort to address/implement FFPR comments. Since our previous assumptions for this task, we are experiencing and expecting more extensive comments from GDOT that are unrelated to a quality set of plans.
4. Additional effort for geotechnical investigation effort beyond original assumptions and estimation that involved significant equipment access challenges, changes in GDOT Office of Materials and Testing staff and requirements and more rounds of review.
5. Additional effort for environmental permitting support for mitigation credit challenges and archeology effort resulting from a few areas outside of previous survey coverage. Includes fieldwork and a Short Form Addendum.
6. Special studies tasks for cost estimating/probable costs, environmental permitting/mitigation coordination and potential re-bid effort.
7. Additional scope of work for construction services tasks for support during the construction bidding process, shop drawing review of the retaining walls and bridges as well as addressing questions/request for information during construction.

Tasks and assumptions are identified in the Cost Estimate spreadsheet included herewith.

Deliverables for Task Order 4 include the following:

1. Final Construction Plans, Specifications & Cost Estimate (PS&E) for City of Sandy Springs, Segment 1
2. Final Construction Plans, Specifications & Cost Estimate (PS&E) for City of Sandy Springs, Segment 2
3. Final Construction Plans, Specifications & Cost Estimate (PS&E) for City of Sandy Springs, Segment 3
4. Final Construction Plans, Specifications & Cost Estimate (PS&E) for City of Atlanta Springs
5. Construction Services tasks

Schedule for Task Order 4 is proposed to adhere to GDOT P6 schedule:

1. NTP to Bid to COSS – June 2023

The scope of work tasks and fee is divided for each City as well as to separate preliminary engineering (PE) and Construction (CST) effort, EXHIBIT A. This task order 4 is the fourth under our Master Professional Engineering Services Contract.

Compensation for Task Order 4 is detailed in the attached Cost Proposal. The total not to exceed amount is \$591,546.74 based on cost plus fixed fee and maximum fixed fee of \$46,686.07.

Sincerely yours,
Heath & Lineback Engineers, Inc.



W. Allen Krivsky, P.E.
Senior Vice President

EXHIBIT A – City of Sandy Springs / City of Atlanta Cost Split

City of Sandy Springs

COST PROPOSAL

Proj. No.:

PI No.: 0015023

Prime: Heath & Lineback Engineers, Inc.

Date: 19-Jan-2023

Project: PATH 400 Trail - Sandy Springs to Johnson Ferry

County: Fulton

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 12%

Master Contract: N/A

Contract Expiration: TBD

Task Order No: N/A

Cost Summary

By Phase / Discipline / Firm

Phase	Phase Description	Total Fee	Heath & Lineback Engineers	Heath & Lineback Engineers-COSS	Heath & Lineback Engineers-COSS	Heath & Lineback Engineers-COA	Heath & Lineback Engineers-COA		
		Enter all disciplines provided by each firm >>	Project Management	Roadway Design	Bridge Design & Hydraulics	Roadway Design	Bridge Design & Hydraulics		
	Totals	\$ 591,546.74	\$ -	\$ 344,801.20	\$ 159,459.16	\$ 50,823.65	\$ 36,462.73	\$ -	\$ -
1	Concept Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Database Preparation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Environmental Docume	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Preliminary Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Right of Way Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Final Plans	\$ 328,318.51	\$ -	\$ 186,147.01	\$ 54,885.12	\$ 50,823.65	\$ 36,462.73	\$ -	\$ -
7	Construction Services	\$ 188,370.48	\$ -	\$ 83,796.44	\$ 104,574.04	\$ -	\$ -	\$ -	\$ -
8	Special Studies	\$ 74,857.75	\$ -	\$ 74,857.75	\$ -	\$ -	\$ -	\$ -	\$ -
9	Public Involvement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Prime Fixed Fee	\$ 46,686.07	\$ -	\$ 25,672.84	\$ 14,496.29	\$ 3,202.15	\$ 3,314.79		

1/27/2023

SUMMARY TABLE OF COSTS

0015023 Path400 Trail Extension- Change Order 3

Phase	Description	Additional Request Amount - Total	Additional Request Amount- Sandy Springs	Additional Request Amount - Atlanta	Scope Revision Details
6	Final Plans- Management & Design	\$ 118,511.85	\$ 90,583.59	\$ 27,928.26	1. Additional Scope of work for dividing construction plan set between City of Sandy Springs and City of Atlanta as well as for Sandy Springs various segments according to available funding.
6	Final Plans- Management & Design	\$ 33,703.06	\$ 8,952.40	\$ 24,750.66	2. Additional effort to value engineer the unconstructable retaining wall to a steel/concrete boardwalk extension to bridge no.1 as a result of unknown subsurface conditions. Bridge no. 1 is at Nancy Creek that required 900 ft. additional length to design and detail.
6	Final Plans- Management & Design	\$ 98,103.60	\$ 79,096.14	\$ 19,007.46	3. Additional effort to address/implement FFPR comments. Since our previous assumptions for this task, we are experiencing and expecting more extensive comments from GDOT that are unrelated to a quality set of plans.
6	Final Plans- Geotechnical	\$ 60,000.00	\$ 48,000.00	\$ 12,000.00	4. Additional effort for geotechnical investigation effort beyond original assumptions and estimation that involved significant equipment access challenges, changes in GDOT
6	Final Plans- Environmental	\$ 18,000.00	\$ 14,400.00	\$ 3,600.00	5. Additional effort for environmental permitting support for mitigation credit challenges and archeology effort resulting from a few areas outside of previous survey coverage. Includes fieldwork and a Short Form Addendum.
8	Special Studies	\$ 74,857.75	\$ 74,857.75	\$ -	6. Special studies tasks for cost estimating/probable costs, environmental permitting/mitigation coordination and potential re-bid effort.
7	Construction Services	\$ 188,370.48	\$ 188,370.48	\$ -	7. Additional scope of work for construction services tasks for support during the construction bidding process, shop drawing review of the retaining walls and bridges as well as addressing questions/request for information during construction.
		\$ 591,546.74	\$ 504,260.36	\$ 87,286.38	



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

December 22, 2022

Allen Krivsky, PE
Heath and Lineback Engineers, Inc
Sr VP/COO
2390 Canton Road
Marietta, Ga 30066

Subject: Request for Supplemental Agreement for Geotechnical Services
for Path 400 Trail Extension – PI # 0015023

Dear Allen:

As you are very aware, the subject project has expanded in scope considerably since we originally signed an agreement back in 2017. As a subconsultant to H&L, we are requesting an additional Contract Amendment for services rendered under Task Order #1. This would be Contract Amendment #4.

CA #1 – Jan 4, 2019 - The original contract was totally considered null and void and a new contract amount of \$115,618.95 was established under CA #1.

CA #2 – July 16, 2020 -Additional work for two bridges and 18 WFIs – Increased contract by \$27,281.05 for a new total of \$142,900.00.

CA#3 – Oct 22, 2021 – Additional cost to meet GDOT’s requirements for inaccessible locations, additional drilling, hand augers and traffic control. – Increased contract by \$17,414 for a new total of \$160,314.00

We have exhausted the money in Contract Amendment #3 due to several factors beyond our control and the project is now 5 years old. The reasons for these increased costs can be attributed to the following factors:

1. After the initial Bridge Foundation Investigation Report (BFI) for Bridge #1 was submitted for two revisions, we have been provided with a new foundation plan for Bridge #1 for the referenced project where the quantity of bents changed from 5 to 39. To revise this report, it took significant work as each bent needed to be analyzed for the final report. This work has taken 400 hours to prepare the BFI report and make the appropriate revisions that were requested by GDOT. Please note that the revised BFI report has been approved by GDOT in December 2022 but some additional work will be required.
2. Wall #1, 3, 13C, and 11 - WFIs were approved. However, we were requested by H&L to revise the reports based on issues encountered during shop drawing preparation. These revisions required 25 hours each for a total of 100 hours.



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Page 2 of 2
December 22, 2022

Based on our earlier conversations, Atlas has been providing these additional services under the assumption that compensation would be available at some point after delivery. Based on the above additional work, we are requesting a total of \$60,000. Please understand that this amount is based on a very discounted rate of \$120/hour per our original contract in 2017. Both Dr. Shao and Dr. Gao, senior geotechnical engineers, have been essential to getting these documents reviewed and approved by GDOT.

If you have any questions, please do not hesitate to contact me at 770-530-9194.

Sincerely,

A handwritten signature in blue ink that reads "Todd Long". The signature is written in a cursive, flowing style.

Todd Long, P.E., PTOE
Atlanta Hub Leader

January 16, 2023

Mr. Allen Krivsky, Sr. Vice President
Heath and Lineback Engineers, Inc.
2390 Canton Road, Building 200
Marietta, GA 30066

Subject: GDOT PI No. 0015023, Fulton County, PATH 400 Multi-Use Trail Extension

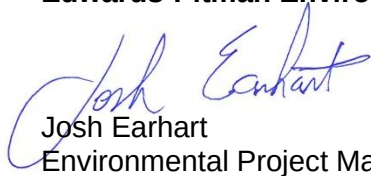
Dear Allen,

Edwards-Pitman Environmental, Inc. is pleased to provide this scope of services and fee estimate to complete environmental tasks for the Final Plans phase of the above referenced project. Our scope of services includes;

Additional effort for environmental permitting support for mitigation credit challenges and archeology effort resulting from a few areas outside of previous survey coverage. Includes fieldwork and a Short Form Addendum.

Our fees for this scope are on the attached spreadsheet. We look forward to assisting Heath and Lineback on this project. If you have any questions, please contact me at (678) 932-2228.

Sincerely,
Edwards-Pitman Environmental, Inc.



Josh Earhart
Environmental Project Manager

Enclosure

DIRECT LABOR COSTS		Project Manager	NEPA Specialist	Senior Historian	Project Historian	Sr. Ecologist	Project Ecologist	Archaeology Group Mgr.	Principal Investigator	Archaeology Technician	GIS Specialist
Project Management		\$158.00	\$102.00	\$99.00	\$80.00	\$153.00	\$69.00	\$158.00	\$103.00		\$69.00
Coordination		12									
T Pro and P6 updates (18 months)											
Monthly project meetings (virtual)(18 months)											
Meetings (kickoff, ICTM, CTM, PPR, PPR)											
Subtotal		12									
Special Studies - Survey and Report		Project Manager	NEPA Specialist	Senior Historian	Project Historian	Sr. Ecologist	Project Ecologist	Archaeology Group Mgr.	Principal Investigator	Archaeology Technician	GIS Specialist
Arch field work and short form addendum											
History Reveal Memo				4	8	8	32	8	56		
Ecology Addendum (V1 submitted / address comments and get approved)											
Air and Noise (with Prime / need approval)											4
Subtotal				4	8	8	32	8	56		4
Environmental Document		Project Manager	NEPA Specialist	Senior Historian	Project Historian	Sr. Ecologist	Project Ecologist	Archaeology Group Mgr.	Principal Investigator	Archaeology Technician	GIS Specialist
PCE Reveal		4	8								
Subtotal		4	8								
Permits		Project Manager	NEPA Specialist	Senior Historian	Project Historian	Sr. Ecologist	Project Ecologist	Archaeology Group Mgr.	Principal Investigator	Archaeology Technician	GIS Specialist
Section 404 permit (started but not submitted / local permit so no GDOT oversight)						8	24				
Subtotal						8	24				
Total Hours		16	8	4	8	16	56	8	56		4
Direct Labor Subtotal		\$2,528.00	\$816.00	\$396.00	\$640.00	\$2,448.00	\$3,864.00	\$1,264.00	\$5,768.00		\$276.00

OTHER DIRECT COSTS				Unit(s)	Rate	Cost (\$)
Travel/Mileage (personal vehicle)					\$0.585	
Vehicle Rental/fuel (per day)						
Vehicle Rental/fuel, Large SUV for Archaeology (week)						
Lodging						
Per diem					\$335.00	
State Site File Fee					\$300.00	
Curation						
Subcontractor: N/A						
Other Direct Costs Subtotal						
TOTAL COSTS						
Direct Labor Subtotal (overhead and profit included in loaded labor rates)						\$18,000.00
Other Direct Costs Subtotal						
Total Cost for Project						\$18,000.00

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE TASK ORDER 4
AND THE REVISED CONTRACT TO DESIGN A MULTI-USE TRAIL ALONG THE GA SR400
CORRIDOR FROM LORIDANS DRIVE WITHIN THE CITY OF ATLANTA TO JOHNSON
FERRY ROAD WITHIN THE CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (the “City”) has determined it is necessary, from time to time, to establish policies, procedures and guidelines consistent with US Constitution, Federal Statutes, and Georgia’s State Constitution, and the Charter of the City of Sandy Springs for the administration of a municipal government; and

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and recommends the approval of Task Order 4 and the revised contract issued by Heath & Lineback Inc.; and

WHEREAS, upon adoption of this Resolution, the City’s Public Works Department staff will manage all applicable phases of the contract in conjunction with the City of Atlanta staff.

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

1. The revised Contract and Task Order 4 in an amount of \$2,429,328.63 is approved; and
2. The City Manager is authorized to execute the revised contract and Task Order 4 in the above amount to perform the Project, subject to approval of the City Attorney and the Chief Financial Officer; and
3. The City Manager, and appropriate City staff, take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this, the 20th day of June, 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: June 2, 2023 Submission for the June 20, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration and Acceptance of a Purchase and Sale Agreement for Property Located at 6029 Kayron Drive in Land Lot 71 of the 17th District of Fulton County, Georgia (Tax Parcel # 17-0071-0003-057-5); associated with the Hammond Drive Widening Project; Project No. S2-193

Recommendation:

Staff recommends the Mayor and City Council consider, accept and approve a Purchase and Sale Agreement for that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property owners are Benjamin H. Hendry and Penny D. Hendry and the property is located at 6029 Kayron Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

This property is part of the Hammond Drive widening project (hereafter, the "Project"). In order to construct the Project, fee simple rights are required over, under, and through the property located at 6029 Kayron Drive within the City of Sandy Springs. City Staff has been in negotiations to acquire the property by purchase and an amicable settlement has been reached.

Discussion:

The property in question is a single-family residence built in the 1950's on an approximate half-acre lot. It is located along Kayron Drive near the intersection of Hammond Drive and Kayron Drive in a predominately single family residential area. City Staff has negotiated a Purchase and Sale Agreement wherein the City may acquire the Property for the purchase price of \$575,000.00. This property is a potential candidate for a First Responder Lease-Out.

Financial Impact:

Purchase of the property has been budgeted in the TSPLOST/S2-193 Project Budget.

Alternatives:

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

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works

Created/Initiated - 6/7/2023
Approved - 6/7/2023

Len Housley, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Approved - 6/7/2023
Approved - 6/8/2023
Approved - 6/8/2023
Final Approval - 6/16/2023

Attachments:

1. Aerial Map
2. GIS Map
3. Seller Executed 6029_Kayron_Drive PSA. Hendry
4. Resolution PSA_ 6029 Kayron Dr. Hendry



6029 Kayron Drive/ Hendry

Date: 6/1/2023
Map Size: 8.5x11 (LETTER)



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



FULTON
COUNTY



0 0 0 0.5 mi

Date: 6/1/2023
Map Size: 8.5x11 (LETTER)



6029 Kayron Drive/ Hendry

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



FULTON COUNTY

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "**Agreement**") is made and entered into as of the Effective Date specified below (hereinafter the "Effective Date"), by and between **BENJAMIN H. HENDRY AND PENNY D. HENDRY**, (hereinafter called the "**Seller**"); and **CITY OF SANDY SPRINGS, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter called the "**Purchaser**").

W I T N E S S E T H

1. Agreement to Purchase Property. Seller agrees to sell, transfer, assign and convey to Purchaser, and Purchaser agrees to purchase, accept and assume, subject to the terms and conditions stated herein, all of Seller's right, title and interest in and to the following property (hereinafter the "Property"):

That certain parcel of land lying and being in Land Lot 71 of the 17th District, (Tax Parcel 17-0071-0003-057-5) in Sandy Springs, Fulton County, Georgia, and as more particularly described as being Lot 11, Block C, Subdivision of Burdel Hills, According to a Plat Recorded in Plat Book 57, Page 55 in the Office of the Clerk of the Superior Court of Fulton County, Georgia, being improved property known as 6029 Kayron Drive, Sandy Springs, GA, 30328, according to the present system of numbering houses in and around the City of Sandy Springs.

2. Purchase Price. The purchase price for the Property, (hereinafter the "Purchase Price") shall be FIVE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$575,000.00). The Purchase Price, after crediting the Earnest Money, subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller on the Closing Date upon satisfaction of all conditions precedent to the Closing in accordance with this Agreement

3. Earnest Money.

(a) Within ten (10) days after the Effective Date, Purchaser shall deposit in escrow with John W. Bell, P.C. (hereinafter the "Escrow Agent") the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) as the initial earnest money deposit. The initial earnest money deposit and any additional earnest money paid to the Escrow Agent by the Purchaser pursuant to this Agreement are herein called the "Earnest Money."

(b) If Closing should occur hereunder, Escrow Agent shall pay the Earnest Money to the Closing Agent and the Earnest Money shall be applied and credited in reduction of the Purchase Price.

(c) If Closing does not occur hereunder because: (i) Purchaser exercises any unexpired right or option under this Agreement to rescind, cancel or terminate this Agreement within the time provided herein, (ii) Seller fails or is unable to deliver Seller's deed and other Deliveries to the Purchaser conveying the quality of title to the Property required by this Agreement, or (iii) Seller defaults under this Agreement and fails to cure such default within the period allowed for cure, the Purchaser shall have the option to notify Escrow Agent, after the passage of any required notice period, to immediately refund the Earnest Money to Purchaser, less the sum of TWO HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement, whereupon this Agreement shall terminate and the parties to this Agreement shall have no further rights, duties or obligations to the other, except as otherwise specifically provided by this Agreement.

(d) Otherwise, the Earnest Money shall be deemed non-refundable and shall be paid to the Seller upon the termination of this Agreement. Until one of the preceding conditions should exist, the Earnest Money shall be held and disbursed by Escrow Agent strictly in accordance with the terms and provisions of Section 6 of this Agreement.

4. Title.

(a) Warranty of Title. Seller warrants that, as of the Effective Date, Seller owns Good and Marketable Fee Simple Title to the Property, subject to the Permitted Exceptions as defined below.

(b) Good and Marketable Fee Simple Title. For all purposes of this Agreement, "Good and Marketable Fee Simple Title" shall mean fee simple title as is insurable by a title insurance company selected by the Purchaser which is licensed to do business in Georgia under such title company's standard ALTA form of Georgia owner's policy of title insurance, at its standard rates subject only to the following, "Permitted Exceptions": (i) the standard exclusions therein; (ii) ad valorem taxes assessed against the Property not due and payable on or before the Closing Date; and (iii) all matters, if any, not objected to by Purchaser within the time period specified in Subsection 4(d) below (hereinafter the "Permitted Exceptions").

(c) Existing Title Exceptions. At Closing, Seller shall convey Good and Marketable Fee Simple Title to said Property by warranty deed, in proper form for recording, subject only to zoning; general utility, sewer, and drainage easements of record as of Closing and upon which the improvements do not encroach; declarations of condominium and declarations of covenants, conditions and restrictions of record as of Closing; and any other matters of title appearing in Fulton County land records (collectively referred to as the "Existing Title Exceptions"). Existing Title Exceptions shall also include all zoning and land use laws, codes and regulations, liens, easements, encumbrances, leases and other restrictions of public record affecting Seller's Good and Marketable Fee Simple Title to the Property on the Effective Date, including matters of survey. Seller warrants that on the Closing Date the Property is unencumbered by any leases and there is no tenant in possession. In the event the Seller should be unable to convey the Property at Closing to Purchaser with the quality of title required by this Section, Seller shall notify Purchaser in writing of any deficiencies, and Purchaser may either take such title as Seller can give, or Purchaser may terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder.

(d) Title Objections. Purchaser shall have thirty (30) days following the Effective Date to conduct an examination of the condition of Seller's title to the Property (including matters of survey), and to deliver to the Seller written notice of any objections by the Purchaser to the condition of the Seller's title (the "Title Objection Notice"). Subject to Subsection 4(g) below, any objectionable matters omitted from Purchaser's Title Objection Notice or if Purchaser fails to deliver the Title Objection Notice within the thirty (30) day period specified, all such matters of title except for "Monetary Encumbrances" as defined in Subsection 4(f) below shall be deemed waived by Purchaser.

(e) Cure Period. Seller shall have until thirty (30) days from the date of Purchaser's initial notice of objections, if any, in which to review such title objections, and, if Seller elects, to give Purchaser notice of any objections specified in such notice which Seller intends to attempt to cure. With the exception of any "Monetary Encumbrances," as defined herein, Seller shall have no obligation to take any action whatsoever to cure any objections by Purchaser to the condition of Seller's title which are Existing Title Exceptions. Any Existing Title Exceptions to which the Purchaser does not object within the 30-day period provided herein (other than Monetary Encumbrances) shall become Permitted Title Exceptions at the end of such 30-day period. Unless Seller notifies the Purchaser within such 30-day period of any of Purchaser's objections which the Seller intends to cure, the Seller shall be deemed to have declined to cure any such objections. Seller shall have a reasonable time, but not more than thirty (30) days after the delivery of Purchaser's notice of title objections, to remove any of Purchaser's objections to Seller's title which the Seller has agreed to attempt to cure, provided that the Seller shall not be deemed to be in default of this Agreement, if the Seller fails or is unable to remove any such title objections.

(f) Removal of Monetary Encumbrances. Notwithstanding any other provision of this Agreement, the Seller shall be obligated to remove not later than Closing all security deeds, mortgages, tax liens, financing statements and other liquidated financial encumbrances of any kind affecting Seller's title to the Property incurred by, against or at the instance of the Seller and Seller's predecessors, whether or not such matters were included in any notice of objection by the Purchaser to Seller's title (the "Monetary Encumbrances"). The Closing Agenda shall withhold and disburse from the Purchase Price a sufficient amount to satisfy all such Monetary Encumbrances.

(g) Purchaser's Termination Rights. If Seller fails to attempt or is unable to cure all of the Purchaser's valid objections to the condition of the Seller's title hereunder of which Seller received timely notice as provided in Subsection 4(d) above, or if the Seller fails to remove all such objections, if any, which the Seller has agreed to attempt to cure within the time allowed herein, then at the option of the Purchaser, to be exercised by the Purchaser within ten (10) days after the last date on which the Seller may elect to attempt to remove such title objections, if no such election is received, or, if Seller elects to attempt to cure or satisfy some or all of such objections, then within ten (10) days after the last date on which the Seller may provide evidence that all such objections have been cured and satisfied, Purchaser may, in Purchaser's sole discretion: (i) waive all of Purchaser's unsatisfied objections (other than Monetary Encumbrances) and purchase the Property, in which case, all remaining Existing Title Exceptions other than Monetary Encumbrances shall become Permitted Exceptions; or (ii) terminate this Agreement by written notice to the Seller, in which case Seller shall promptly refund any Earnest Money paid (less the sum of TWO HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement) and, upon receipt of such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other.

(h) Changes in Condition of Seller's Title after the Effective Date. Seller agrees and covenants with the Purchaser that, from and after the Effective Date, Seller will not take any action or allow any condition to exist which will adversely affect the condition of the Seller's title on the Effective Date. However, notwithstanding Subsection (g) hereof, in the event that, after the county record date of the Purchaser's examination of title or title commitment and before Closing, Purchaser discovers any adverse change in the condition of Seller's title (other than Monetary

Encumbrances) which did not first appear of record until after the Effective Date of this Agreement, Purchaser shall have the additional right to object to such new matters at any time prior to the Closing; and, in the event of such objections, Seller shall have thirty (30) days within which to cure all such objections. If Seller should fail to cure all such new objections within such 30-day period, Purchaser shall have the right to elect within 10 days following the end of such 30-day period between the actions described in Items (i) and (ii) of Subsection (f) hereof. If the Purchaser elects to Close notwithstanding such objections, all title restrictions of record on the Closing Date (other than Monetary Encumbrances) shall become Permitted Exceptions.

(i) Failure to Deliver Written Election. If the Purchaser should fail to make a timely election by delivery of written notice to the Seller between the waiver and termination alternatives of Items (i) and (ii) of Subsections (g) and (h) hereof, Purchaser shall be conclusively deemed to have elected to terminate this Agreement.

5. Purchaser's Inspection and Other Due Diligence.

(a) Access and Inspection. From the Effective Date of this Agreement until the Closing Date, (hereinafter the "Inspection Period"), Seller hereby grants Purchaser the right to enter upon the Property at reasonable times after reasonable prior notice to the Seller, and at the Purchaser's sole risk and expense, for the purpose of conducting such appraisals, traffic studies, wetlands studies, environmental and soils tests and reports, engineering and any other inspections and investigations contemplated by this Agreement. Notwithstanding the foregoing, without the Seller's express consent, representatives of the Purchaser shall not enter the interior of the buildings located upon the Property or any fenced and gated areas without a representative of the Seller being present and, to the extent permitted by law, Purchaser hereby agreed to indemnify and hold Seller harmless from any and all liability, damage, injury, claims and/or actions related to any such inspections or investigations as provided in Subsection 5(e) below.

(b) Seller Due Diligence Deliveries. Seller shall deliver to the Purchaser within five (5) business days after the Effective Date complete and accurate copies of any surveys, inspections, leases, environmental test and reports, or other documents in Seller's possession evidencing any encumbrances existing on the Property (hereinafter the "Seller Deliverables").

(c) Purchaser's Right to Terminate. Purchaser's obligation to purchase the Property is conditioned upon Purchaser's review and approval, prior to the expiration of the Inspection Period and in Purchaser's sole discretion, for any reason or no reason, of all matters pertaining to the physical, structural, electrical, mechanical, soil, drainage, environmental, economic, tenancy, zoning, land use and other governmental compliance matters and conditions respecting the Property.

(d) Notice of Termination. In the event that Purchaser's inspection and investigation of the Property results in a determination by the Purchaser that the Property is unsatisfactory for Purchaser's intended uses or is otherwise unsuitable or unacceptable in any respect, the Purchaser may terminate this Agreement by delivery to the Seller (with a copy to the Escrow Agent) a written notice of termination on or before close of business (5:00 p.m. local time) thirty (30) days after the Effective Date of this Agreement, (hereinafter the Notice of Termination"). The period beginning on the Effective Date and ending on the either: (i) the date the Purchaser delivers written Notice of Termination to the Seller that the Purchaser waives all rights to terminate this Agreement pursuant to this Subsection; or (ii) thirty (30) days after the Effective Date of the Agreement (hereafter referred to as the "Free Look Period"). Upon receipt of a timely Notice of Termination,

the Escrow Agent shall promptly refund all Earnest Money paid (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement), and, upon receipt of such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other. If the Purchaser does not deliver such written Notice of Termination on or before such date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 5, and such right shall expire, become null and void and shall have no further force or effect. Except in the case of an express written waiver, nothing herein shall be deemed, however, to result in a waiver of any other express right or option of the Purchaser to terminate this Agreement, including the Purchaser's right to terminate under Section 4. (Title), or the Environmental Condition, which shall be conditions separate from the Purchaser's termination right hereunder.

(e) Inspections at Purchaser's Risk and Expense. All inspections and testing of the Property by Purchaser and its agents shall be performed at the sole cost and risk of the Purchaser. If this Agreement is terminated, Purchaser shall promptly return to Seller all information that exists in any form or media regarding the Property provided by or on behalf of Seller, together with copies, at no cost to Seller, of all title, surveys, engineering, traffic, environmental, soils and other reports and studies obtained by Purchaser through its investigation of the Property assigned to Seller, to the extent possible if requested by the Seller.

(f) Invasive Testing. Seller authorizes Purchaser to conduct environmental testing on the soil located on the Property as reasonably determined to be appropriate by the Purchaser subject to the terms of Inspections set forth in this Agreement.

6. Escrow Instructions.

(a) Handling of Earnest Money. Escrow Agent shall promptly advise Seller and Purchaser in writing if the Earnest Money is not received by Escrow Agent in a timely fashion. Escrow Agent shall promptly deposit and hold the Earnest Money in the federally insured account at the banking institution where the Escrow Agent maintains the other funds it holds in escrow for its clients and others ("Escrow Account"). Escrow Agent may commingle the Deposit with funds of other clients in the Escrow Account and shall retain the interest earned on the Earnest Money to compensate the Escrow Agent for performing its obligations hereunder. Escrow Agent shall not be accountable for any direct or indirect incidental benefit which Escrow Agent may receive from the depository bank which is attributable to the Earnest Money.

(b) Disbursement of Funds. At such time as Escrow Agent receives written notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, and the person to whom the Earnest Money is to be disbursed is other than the Closing Agent, the Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of five (5) days after giving such notice. If the Escrow Agent receives written notice from either Seller or Purchaser within such five (5) day period, which notice countermands or objects to the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Section 5, then no

confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in Section 5 without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or objecting to a request for disbursement.

(c) Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (i) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (ii) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

(d) Disputes/Interpleader. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money on or before the thirtieth (30th) day following the Closing Date specified in Section 7, then Escrow Agent shall be entitled, but not required, to tender the Earnest Money into the registry or custody of any court of competent jurisdiction, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for negligence, willful misconduct or breach of trust by Escrow Agent). The Escrow Agent may reimburse itself from the Earnest Money for a reasonable attorney's fee and other reasonable costs of filing any such interpleader action. The Escrow Agent may also, in its discretion, elect to refrain for any period from initiating any such interpleader action, and may in lieu thereof, continue to hold the Earnest Money in escrow subject to the terms and conditions of this Section pending a resolution of all disputes between the parties.

7. Closing. The term "Closing," as used herein, means the consummation of the purchase and sale of the Property pursuant to this Agreement. The Closing shall include, *inter alia*, the delivery and acceptance of the Purchase Price by the Seller and the execution and delivery by the Purchaser and Seller as applicable of the Closing Documents and other Deliveries described herein.

(a) Closing Date. The term "Closing Date," as used herein, means the date on which the Closing is consummated.

i. Initial Closing Date. Subject to the rights of the Purchaser and the Seller to defer the Closing Date by exercising their respective extension rights as set forth in this Agreement, the Closing shall take place on JULY 21, 2023, at a time and on a date specified by the Purchaser after at least five (5) business days prior written notice to Seller or if no such notice has been received, on JULY 21, 2023 at 1:00 p.m. local time (the "Initial Closing Date") at the law office of the Closing Agent, as elected by Purchaser, within 15 miles of the City of Sandy Springs (the "Closing Agent").

ii. Purchaser's Right to Extend. Should Purchaser, in Purchaser's sole discretion, desire to extend the Closing Date by up to an additional thirty (30) days, Purchaser shall have the one time right to extend closing and may obtain such extension upon delivery of written notice of such 30-day extension to Seller before the date five (5) business days before the Initial Closing Date and

payment to the Escrow Agent of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) as additional Earnest Money. If this Agreement should terminate without Closing, all additional Earnest Money shall be treated as Earnest Money subject to the provisions of this Agreement.

(b) Closing Documents. On the Closing Date:

i. Seller Deliveries. Seller shall execute the following documents and instruments provided by Purchaser's Closing Agent, all in a standard form and substance reasonably satisfactory to legal counsel for the Purchaser and Seller, duly executed by or on behalf of Seller (where applicable under oath or in proper legal form for recording): (i) a warranty deed conveying Seller's Good and Marketable Fee Simple Title to the Property to the Purchaser, subject only to Permitted Exceptions; any curative documents which the Seller may agree to furnish in connection with the Closing pursuant to Section 4 hereof; (ii) a Sellers' affidavit of ownership with respect to the Property, qualified to the knowledge of Seller and providing that nothing contained therein shall in any way enlarge or otherwise modify the warranty of title given in the deed of conveyance at Closing; (iii) a tenant estoppel certificate satisfactory to Purchaser that the Property is unencumbered by any leases or tenants in possession; (iv) a copy of the final bill for each utility servicing the property, showing the cancellation of the utility and payment in full of all outstanding charges; (v) such tax certifications, affidavits of authority and residency, and other customary closing documents as reasonably requested; (vi) full and exclusive possession of the Property; and (vii) keys to all locks located in the Property, if any.

ii. Purchaser Deliveries. Purchaser shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement and shall also execute and deliver other customary closing documents as reasonably requested.

iii. Closing Memorandum. Purchaser and Seller shall execute and deliver a settlement statement, HUD-1 Form or other closing memorandum disclosing the prorations, adjustments, funds paid and received by and to all parties at the Closing in reasonable detail, together with such other information concerning the Closing as the Closing Agenda should reasonably consider necessary and proper to properly and accurately document the Closing.

(c) Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Purchaser and Seller at Closing, or thereafter if Purchaser and Seller shall agree:

i. All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property, (hereinafter called the "Taxes"), for the year in which Closing occurs shall be prorated between the Seller and the Purchaser.

ii. Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date. All such prorations and adjustments to be made in conjunction with the Closing shall be made as of the Closing Date and shall be effective at Closing, except as otherwise provided and as further specified herein.

(d) Costs of Closing.

i. Seller: Seller shall pay the fees of the Seller's attorney and any other advisors; the cost of satisfying all Monetary Encumbrances and removing the same from the public records; the cost of preparing and filing any curative documents which the Seller may agree to deliver pursuant to Section 4 hereof; and, any other costs which the Seller may expressly agree to pay pursuant to this Agreement, but no other charges;

ii. Purchaser: Purchaser shall pay the State of Georgia Real Estate Transfer Tax payable on the recording of the Seller's deed; all recording costs not payable by the Seller; all costs of Purchaser's title examination, title commitment and any updates and Purchaser's title premiums; all costs of Purchaser's surveys, appraisals, soils and environmental testing, wetlands investigations and other due diligence costs incurred in connection with the Purchaser's due diligence investigation of the Property; the fees of Purchaser's attorney and other advisors, and, any other costs and expenses of the transaction which are not the obligation of any other person hereunder.

8. Seller's Covenants, Representations and Warranties. In accordance therewith, Seller shall execute a certificate at Closing for the purpose of restating and affirming the representations made in this section. As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller covenants, represents, and warrants that, to the best of Seller's present knowledge, information and belief:

(a) Seller has the right, power, authority, discretion and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement. Any individuals who may have executed this Agreement on behalf of the Seller in their representative capacities are duly constituted, appointed or elected and authorized to do so; any consent required by the Seller's members or shareholders to make such action effective has been obtained;

(b) There is no pending action, suit, proceeding or investigation involving the Seller or the Property which would become a cloud on the title to the Property or any portion thereof which questions the validity or enforceability of the transaction herein described or any action taken in connection with said transaction in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental agency;

(c) Seller has received no notice of, nor does Seller have knowledge of, any pending, threatened or other adverse claims which might affect the Property;

(d) On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialman, architect, engineer or utility provider for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any such person or entity could claim a lien against the Property;

(e) On the Closing Date, Seller warrants that there are no leases, licenses, option agreements, purchase agreements or other occupancy agreements, oral or written, which affect the Property. There are no parties in possession of, or claiming any possession to, any portion of the Property as tenants, holders of easements, licensees or, to the best of Seller's knowledge, trespassers or otherwise except as may be set forth in documents recorded in the official public records of Fulton County;

(f) Seller will pay or cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other

governmental charges levied or imposed upon or assessed against the Property between the Effective Date and the Closing Date; and,

(g) On the Closing Date, Seller shall provide Purchaser with all keys, door openers, codes, and other similar equipment pertaining to the Property.

9. Purchaser's Representations and Warranties: The Purchaser is a municipal corporation duly authorized and existing under the laws of the State of Georgia. Subject to the conditions specified herein below, Purchaser has the right, power, authority, discretion and capacity to buy the Property in accordance with the terms, provisions and conditions of this Agreement. The individual who has executed this Agreement on behalf of the Purchaser in his or her representative capacities is duly constituted, appointed or elected and authorized to do so.

10. Default and Remedies.

(a) If the purchase and sale of the Property contemplated hereby does not close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Purchaser of Purchaser's obligations under this Agreement, and if the Purchaser fails or refuses to cure such default within ten (10) days after delivery of notice thereof from Seller describing the default and, if any action is possible to cure the same, describing such action, Seller shall retain the Earnest Money as bargained for liquidated damages incurred by the Seller arising from the Purchaser's failure to close, and not a penalty.

(b) If the purchase and sale of the Property contemplated hereby does not close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Seller of Seller's obligations under this Agreement, and if the Seller fails or refuses to cure such default within ten (10) days after delivery of notice thereof from Purchaser describing the default and, if any action is possible to cure the same, describing such action, Purchaser shall elect either: (i) to terminate this Agreement by delivery of written Notice of Termination to the Seller, in which case the Earnest Money shall be promptly refunded to Purchaser, and Purchaser shall have the right within six (6) months thereafter to commence an action for damages incurred by the Purchaser; or (ii) in the alternative, the Purchaser shall have the right to sue Seller for specific performance of this Agreement, and, if Seller should receive an order for specific performance, Purchaser shall also be entitled to receive a monetary award of damages not in excess of Purchaser's attorney's fees and costs of the litigation actually incurred. The inability of Seller to convey the Property to the Purchaser on the Closing Date with the quality of title required by this Agreement shall not constitute a default by Seller under this Agreement unless the title restriction causing such inability arises after the Effective Date by reason of a willful action of the Seller in violation of this Agreement or the failure to take an action required by this Agreement which Seller could have taken.

11. Risk of Loss. Seller shall bear the risk of loss with respect to the Property until possession of the Property is delivered to Purchaser as provided in Subsection 7(b) hereof.

12. Damage or Destruction Before Closing. Seller shall continue to maintain its current property and casualty and general liability insurance coverages in effect through the later of the Closing Date or the date Seller tenders possession of the Property to the Purchaser. In the event the Property, or a portion thereof is destroyed or damaged by fire or other casualty prior to the Closing, then Purchaser, at its option, may elect to either: i) accept conveyance of the remaining portion thereof and receive from Seller at Closing all insurance proceeds payable under Seller's

policies of insurance for such fire or casualty; or (ii) cancel this Agreement, whereupon the Earnest Money (less TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$225.00) to be paid to the Seller for entering into this Agreement) shall be returned to Purchaser and the parties will have no further obligation hereunder, except as expressly provided herein.

13. Assignment. This Agreement may not be assigned by Purchaser, in whole or in part, without the prior written consent of Seller.

14. Binding Effect. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective legal representatives, successors and permitted assigns.

15. Brokerage Commission; Disclosure. Except as to Berkshire Hathaway HomeServices GA Prop, Listing Brokerage License H-65591 (the “Broker”), for whose commission of 2.5% of the Purchase Price of which the Seller is solely responsible, Seller represents to Purchaser that Seller has not discussed this Contract or the subject matter hereof with any real estate broker, agent or salesperson, so as to create any legal right of any such broker, agent or salesperson to claim a real estate commission, finder’s fee, or similar compensation from Purchaser with respect to the sale and/or conveyance of the Property contemplated in this Contract. Seller hereby indemnifies and holds Purchaser harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys’ fees and expenses and costs of litigation) that Purchaser may suffer or incur because of any claim by any broker, agent or salesperson, whether or not meritorious, for any compensation with regard to this Contract or the sale and purchase of the Property contemplated herein, and arising out of any acts or agreements of Seller. Except as to the Broker, for whose commission Seller is solely responsible (and as to whose commission Purchaser shall have no responsibility), Purchaser represents to Seller that Purchaser has not discussed this Contract or the subject matter hereof with any real estate broker, agent or salesperson, so as to create any legal right of any such broker, agent or salesperson to claim a real estate commission, finder’s fee, or similar compensation from Seller with respect to the sale and/or conveyance of the Property contemplated in this Contract.

16. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between Seller and Purchaser with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

17. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Notwithstanding the foregoing, Seller shall deliver to Purchaser one original signed copy of this Agreement.

19. Time. Time is and shall be of the essence of this Agreement.

20. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

21. Exhibits. Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in

the same manner and with the same effect as if each Exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

22. Notices. All notices, requests, demands, tenders and other communications hereunder shall be in writing. Any such notice, request, demand, tender or other communications shall be deemed to have been duly given if personally delivered or on the third business day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below its execution hereof. Any party, by written notice to the others in the manner herein provided, may designate an address different from that set forth herein.

Seller:	Benjamin H. Hendry Penny D. Hendry 523 Lorell Terrace NE Sandy Springs, GA 30328
With a Copy to:	Michelle Moore Berkshire Hathaway HomeServices GA Prop 5481 Chamblee Dunwoody Road Dunwoody, GA 30338
Purchaser:	City of Sandy Springs, Georgia Attn: City Manager 1 Galambos Way Sandy Springs, Georgia 30328
With a copy to:	City Attorney City of Sandy Springs, Georgia 1 Galambos Way Sandy Springs, Georgia 30328
Escrow Agent:	The Law Office of John W. Bell, PC 5 Concourse Parkway Suite 3000 Atlanta, Georgia 30328

23. Survival. Except as otherwise specified in this Agreement, all conditions or stipulations shall merge with the closing herein.

24. Miscellaneous. If the final date for any period provided for herein for the performance of any obligation or for the taking of any action falls on Saturday, Sunday, or Federal Reserve holiday, then the time of the period shall be deemed extended to the next day which is not a Saturday, Sunday, or Federal Reserve holiday.

25. Special Stipulations. The following Special Stipulations, if conflicting or inconsistent with any of the preceding portions of this Agreement, or any Exhibit, addendum attached hereto, shall control the rights and obligations of the parties and the interpretation of this Agreement:

(a) Environmental Condition. Seller acknowledges that Purchaser's obligation to close the purchase of the Property shall be conditioned upon the receipt of a Phase I and, if recommended by the Purchaser's environmental engineer or consultant, a Phase II environmental assessment of the Property with the scope and specific tests recommended by the Purchaser's environmental engineer or consultant. All such environmental testing shall be at the Purchaser's sole cost and risk.

If any Phase II testing is required Purchaser shall notify Seller in writing of such occurrence prior to the expiration of the Free Look Period and upon delivery of said notice Purchaser shall have the right to extend the Free Look Period an additional thirty (30) days. If Purchaser fails to provide such notice prior to expiration of the Free Look Period, Purchaser shall have waived any right to terminate the Agreement related to the environmental condition of the Property. If Purchaser provides such written notice to Seller, Purchaser may order any applicable Phase II testing.

In the event that; (i) any Phase II testing has been ordered within the time and under the conditions provided herein, but the report with the results of such tests has not been completed and received by the Purchaser before the end of the Free Look Period or as extended herein, or (ii) if the results of such Phase II testing reveals contamination of the improvements, soil or groundwater of the Property at levels which are reasonably unacceptable to the Purchaser and provided Purchaser has delivered such Phase II environmental report to the Seller; Purchaser may terminate this Agreement by delivery of written Notice of Termination to the Seller, in which case this Agreement shall terminate, the Escrow Agent shall refund the Earnest Money to Purchaser (less TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$225.00) to be paid to the Seller for entering into this Agreement), and neither party shall have any further obligation or liability to the other, except as otherwise specifically provided by this Agreement.

If the Purchaser has not delivered Purchaser's Notice of Termination to the Seller within the time provided herein, the Purchaser's right to terminate the Agreement pursuant to Subsection 24 (a) of this Stipulation shall expire.

26. Seller and Purchaser acknowledge and agree that the purchase and sale of the Property is made in anticipation of a possible condemnation and may be part of a tax-free exchange for Seller pursuant to Section 1033 of the Internal Revenue Code of 1986, as amended (the "Code") as well as the regulations promulgated thereunder, revenue procedures, pronouncements and other guidance issued by the Internal Revenue Service. Each party hereby agrees to cooperate with each other and take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by the other party, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Contract, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in this Contract will be extended as a result.

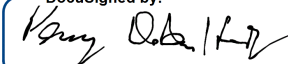
27. Ratification by City of Sandy Springs. The approval and enforceability of this Agreement shall be subject to the approval and ratification of this Agreement by the Mayor and City Council of the City of Sandy Springs, Georgia. Should the Mayor and City Council fail to approve this Agreement, the Agreement shall become void and all Escrow Funds shall be refunded to Purchaser.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and sealed by their duly authorized representatives on the dates written below.

DocuSigned by:

1CE7960DEFD1746A...
BENJAMIN H. HENDRY

6/1/2023 | 5:33 PM EDT
DATE

DocuSigned by:

55769B59E62D488...
PENNY D. HENDRY

6/1/2023 | 5:38 PM EDT
DATE

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]**

PURCHASER'S ACCEPTANCE:

City of Sandy Springs

By: _____

EDEN FREEMAN, CITY MANGER

[corporate seal]

Purchaser confirms that the Effective Date of this Agreement is
JUNE 20, 2023.

initial here

ESCROW AGENT:

By: _____

JOHN W. BELL

Date: _____

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A PURCHASE AND SALE AGREEMENT ON THAT
CERTAIN TRACT OF LAND LOCATED AT 6029 KAYRON DRIVE, LYING IN
LAND LOT 71 OF THE 17TH DISTRICT, (TAX ID# 17-0071-0003-057-5),
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the S2-193 Hammond Drive Widening Project (“Project”); and

WHEREAS, in order to construct the Project, fee simple rights are required over, under, and through the property located at 6029 Kayron Drive (hereafter, the “Property”), Tax Id# 17-0071-0003-057-5, in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Benjamin H. Hendry and Penny D. Hendry (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$575,000.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Purchase and Sale Agreement for purchase of the Property in the amount of \$575,000.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$575,000.00.
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 20th day of June, 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: Lark Payne, Paralegal

DATE: June 8, 2023 Submission for the June 20, 2023 City Council Meeting

ITEM: Consideration of Mayor and City Council to Accept a Purchase and Sale Agreement, Right-Of-Way Deed and Temporary Construction Easement for Property Located at 325 Mount Vernon Highway, Sandy Springs, GA (Tax Parcel # 17-0071-0001-039-5); Project No. TS-191

Recommendation:

The City Attorney recommends that City Council accept a Purchase and Sale Agreement, Right of Way Deed and Temporary Construction Easement for the property located at 325 Mount Vernon Highway, Sandy Springs, GA 30328.

Background:

This property is part of the Johnson Ferry Road and Mount Vernon Highway Intersection Improvements 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 325 Mount Vernon Highway within the City of Sandy Springs. City Staff has successfully negotiated the fee simple rights to said property, as well as a temporary easement for construction in order to begin execution of the Project and settlement of all consequential damages.

Discussion:

The property in question, is a vacant building, previously used as a bank, located on a 0.85 acre lot. It is located at the corner formed by the intersections of Mount Vernon Highway, Johnson Ferry Road, Boylston Road, in a mixed residential and retail area.

Financial Impact:

The City negotiated a purchase price in an amount of \$800,000.00 for the property. This property is a crucial piece of property in order to complete the Project in a timely manner. The price is detailed below;

Fee simple	13,874.40 sq. ft.	\$47.50/sq. ft.	
Temporary Construction Easement	4,429.76 sq. ft.	\$47.50/sq. ft.: (20% of total value)	
Consequential Damages*			
TOTAL:			\$800,000.00

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 and delay the Project timeline as a whole.

Review:

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

Created/Initiated - 6/8/2023
Approved - 6/12/2023
Approved - 6/12/2023
Final Approval - 6/15/2023

Attachments:

1. RESOLUTION- 325 Mt. Vernon Highway FILE
2. Purchase and Sale Agreement NEUSE
3. Acquisition Plans
4. GIS Map

STATE OF GEORGIA
COUNTY FULTON

**A RESOLUTION TO ACCEPT A PURCHASE SALE AGREEMENT, RIGHT OF WAY DEED
AND TEMPORARY CONSTRUCTION EASEMENTS ON PROPERTY LOCATED AT 325
MOUNT VERNON HIGHWAY IN LAND LOT 89 OF THE 17TH DISTRICT, CITY OF SANDY
SPRINGS, FULTON COUNTY, GEORGIA (TAX ID: 17 0071 0001 039 5)**

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 325 Mount Vernon Highway, 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 the purchase of the Property is crucial to ensure timely completion of the Project, and the Property rights and interests will be procured by the execution of a Purchase Sale Agreement.

**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 prepare and finalize a Purchase Sale Agreement in an amount of \$800,000.00 for the fee simple rights to the Property, construction easement costs and settlement of all consequential damages; and
2. The Mayor and City Council of the City approve the acceptance of the Purchase Sale Agreement, settlement of damages and Temporary Construction Easement; and
3. 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 20th, June 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel González, City Clerk
(Seal)



SANDY SPRINGS

GEORGIA

PURCHASE AND SALE AGREEMENT

ADDRESS: 325 MOUNT VERNON HIGHWAY PROJECT #: TS-191
OWNER: NEUSE, INCORPORATED
TAX ID#: 17 0071 0001 039 5

STATE OF GEORGIA
COUNTY OF FULTON

For and in consideration of the sum of **EIGHT HUNDRED THOUSAND DOLLARS AND 00/100** (\$800,000.00), NEUSE, INCORPORATED (herein "Seller" or "Owner") agree to execute and deliver to the City of Sandy Springs, Georgia ("City"), fee simple rights, and a temporary co construction easement to the following described real estate:

Right of Way and Temporary Construction Easement rights upon and through that tract or parcel of land located in Land Lot 89 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibits "A" and "B" attached hereto and made a part hereof by reference.

The consideration recited is full payment for the rights conveyed as follows:

\$800,000.00 Fee Simple Right of Way : 13,874.40 sq. ft.; Temporary Construction Easement 4,429.76 sq. ft.

Sellers shall obtain all quit claim deeds or releases from any tenant and other parties now in possession and having a claim or interest in the property described above.

Any and all applicable Temporary Easements will terminate upon completion and acceptance of the Project by the City o within two (2) years of commencement of work on the Project, whichever is sooner.

This Agreement shall not be binding until approved by the City of Sandy Springs, Georgia.

WITNESS my hand and seal this _____ day of _____, 2023.

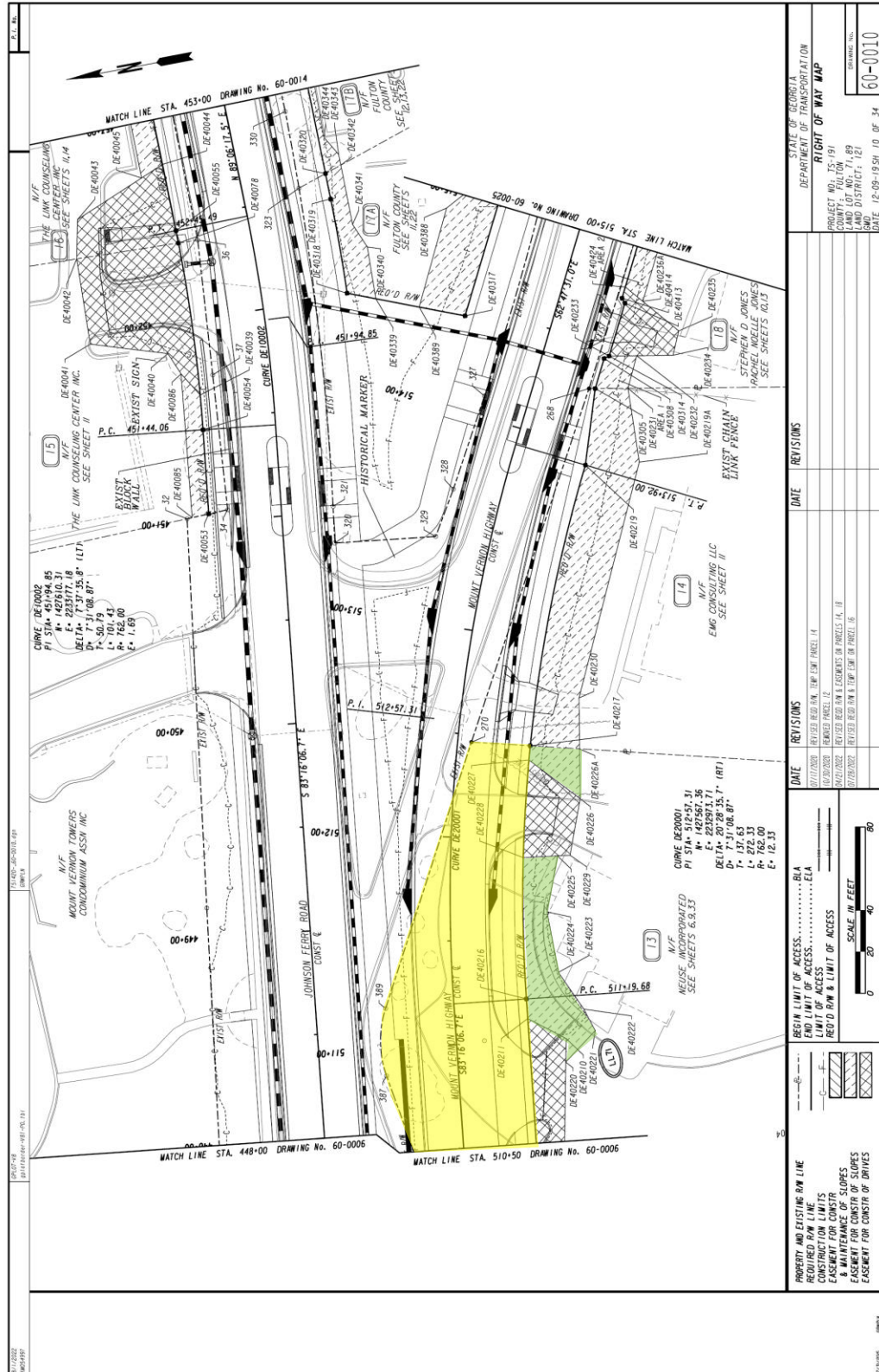
OWNER/SELLER:

By: _____
Name: _____
Title: _____
Neuse, Incorporated.

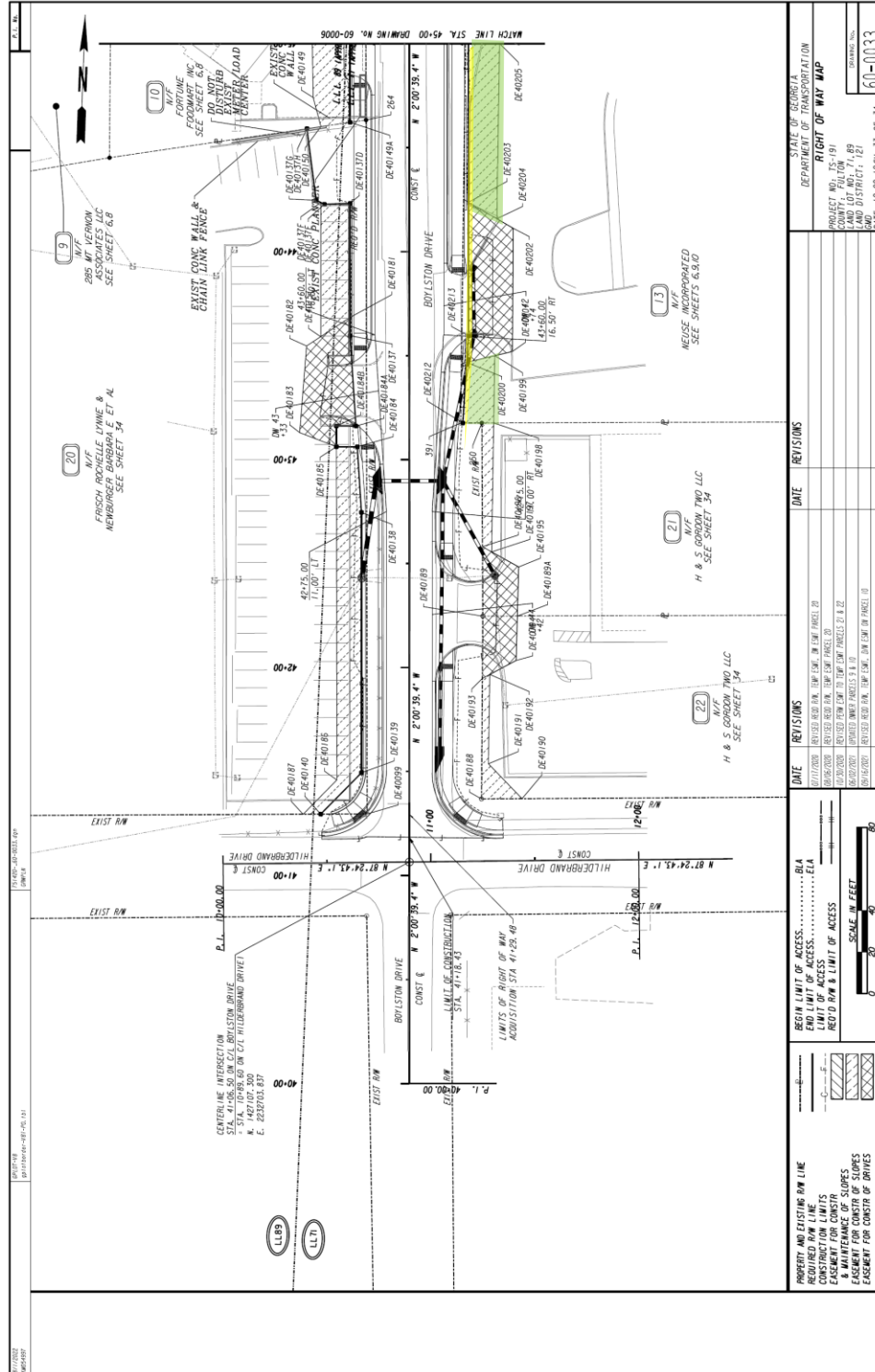
CITY OF SANDY SPRINGS, GEORGIA:

By: _____
Name: _____
Title: _____





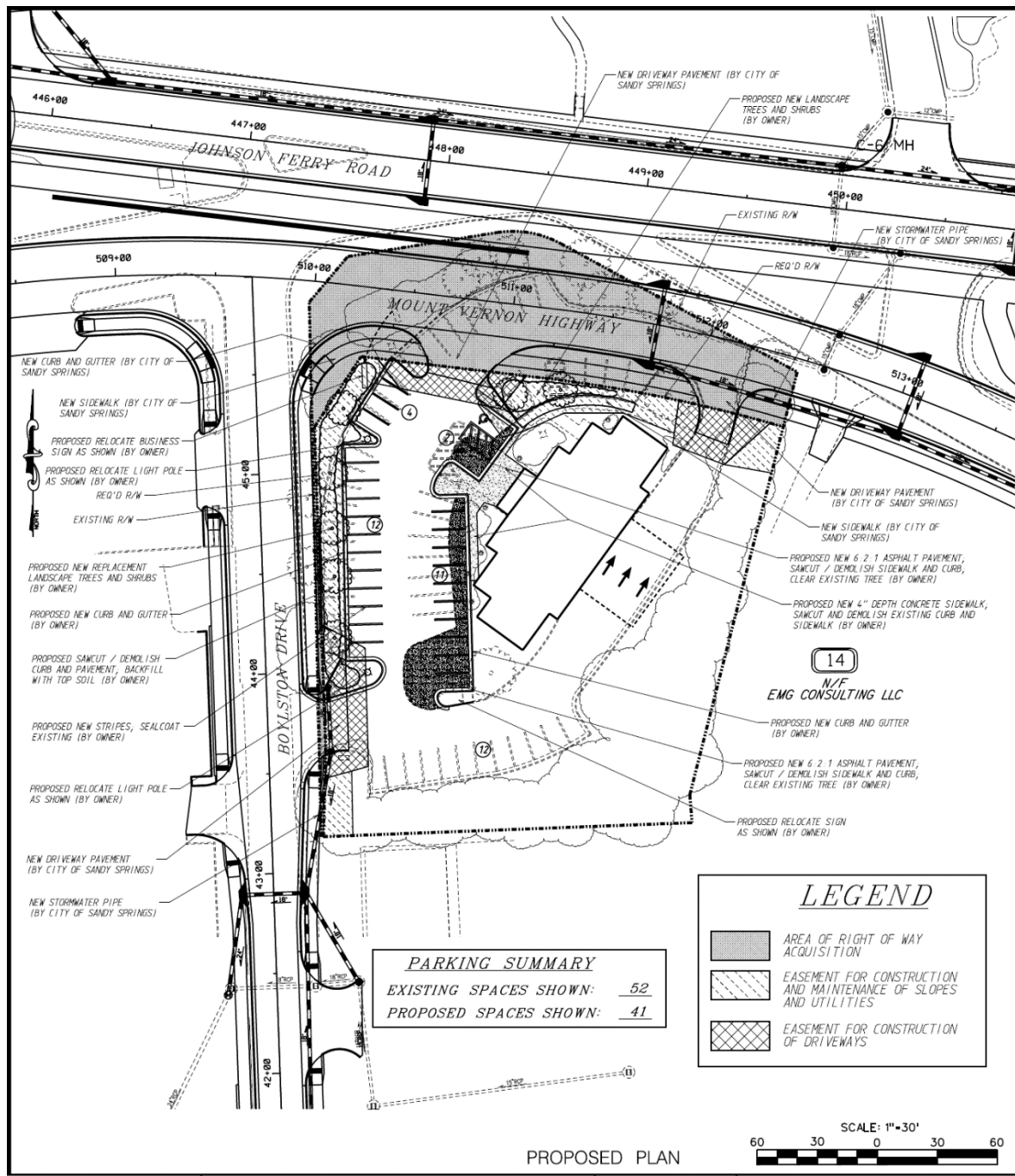
HALL RIGDON AND ASSOCIATES



[illegible]

SECTION 6 - PROPERTY DESCRIPTION BEFORE ACQUISITION







SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: Dave Wells, Director of Facilities/Capital Construction and Building Operations
DATE: June 5, 2023 Submission for the June 20, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Contract Award for Housekeeping Services to American Facilities, Inc. and to Authorize the City Manager to Execute the Contract

Recommendation:

Staff recommends that Council approve a resolution to approve an extension to the existing contract to American Facility Services, Inc. ("AFS") in the amount of \$461,436.00 for City Wide Housekeeping Services, ("Services") for the period of July 1, 2023 with the option of two (2) additional twelve (12) month renewal periods, and to authorize the City Manager to execute the same.

Background:

In January 2019, the City's Facilities Department temporarily took over management of housekeeping for the City Hall and Performing Arts Center ("City Springs Facilities") when the management contract with Spectra was terminated. City Staff, along with Purchasing, engaged a replacement housekeeping contractor as soon as possible. City Staff utilized the City of Alpharetta's procurement award to American Facilities Services, Inc ("AFS") through state-authorized "piggyback" contracting.

On January 28, 2019, the City Manager signed a five (5) month contract with AFS for \$114,750.00, payable in an amount of \$22,950.00 monthly. This contract provided for one (1) full-time supervisor, two (2) day porters and six (6) person night-shift crew to clean the City Springs Facilities.

On December 17, 2019, after contracting with AFS with successful results, City Staff brought to Council for approval a new monthly contract that included the City Springs Facilities and Additional Facilities (together, "All Facilities") in the amount of \$36,525.00 per month. The executed contract expires on June 30, 2023.

In April 2020, the City Manager signed the first amendment to the contract due to COVID emergency measures and temporarily reduced the monthly housekeeping fees to \$19,058.00.

In March 2022, the City Manager signed a second amendment to the contract adding the services for the Bluestone Building at \$520.00 per month as well as increasing the services to the Recreation and Parks department, increasing the overall monthly fee for Recreation and Parks to \$8,920.00.

Discussion:

The City of Alpharetta has continued their services with American Facilities Services, and they currently provide housekeeping services to all City Springs Facilities in a high standard with successful results. The new AFS Housekeeping Proposal reflects the original 2019 housekeeping costs. Because of the

consistent quality of service that AFS provides to the City, and the honoring of the 2019 pricing, it is in the best interest of the City to accept the extension to the current contract.

Financial Impact:

Under the contract extension proposal, the monthly amount would be \$38,453.00 as shown in Exhibit A with a total budget annual cost of \$461,436.00. There are sufficient funds in FY24 proposed budget.

Alternatives:

The Mayor and Council could determine not to award the contract to AFS and provide further direction to staff.

Review:

Mary Goodhart, Administrative Assistant 2

Created/Initiated -
6/9/2023

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

Approved - 6/9/2023

Len Housley, Assistant City Manager

Approved - 6/9/2023

Toni Carlisle, Chief Financial Officer

Approved - 6/12/2023

Dan Lee, City Attorney

Approved - 6/12/2023

Eden Freeman, City Manager

Final Approval -
6/16/2023

Attachments:

1. AFS Sandy Springs Janitorial Proposal for FY 24 6.5.23
2. AFS Resolution



JANITORIAL SERVICES PROPOSAL FOR FY 7/1/23 – 6/30/24

Proposed To: City of Sandy Springs

Date: June 5, 2023

City Hall:

Two full time Day Porters \$3,700.00 per month – one will be a lead working supervisor
One full time Day Supervisor \$2,500.00 per month (optional)

Night staff Monday through Friday:

6 General Cleaners	\$6,750.00
2 Floor Technicians	\$3,000.00
1 Detail Cleaner	\$1,300.00
1 Working Supervisor	<u>\$1,600.00</u>
	\$12,650.00 per month

Event labor – setup/break down: \$14.50 per man-hour (4 hour minimum)

Total monthly price: **\$18,850.00** (includes Day Supervisor)

Fleet Maintenance Monday, Wednesday, Friday - **\$980.00 per month**

Blue Stone Monday, Wednesday, Friday - **\$520.00 per month**

Trowbridge Warehouse once per week - **\$375.00 per month**

Police Dept. Buildings:

Building 300 – Monday through Friday	\$1,600.00
Building 400 – Monday through Friday	\$2,500.00
Day Porter service	\$2,508.00
Building 521 – Monday through Friday	\$1,800.00
Shooting House – Once per week	<u>\$400.00</u>
	\$8,808.00 per month

➤ The Day Porter will work full-time in Buildings 300, 400, 521, and the Gym



Recreation and Parks Department (all 7 nights/week):

Monthly Pricing – Fixed Year-Round Schedule

- 86 Abernathy Dr. \$1,960.00
- 7300 Brandon Mill Rd. \$1,400.00
- 7645 Roswell Rd. \$1,960.00
- 6005 Glenridge Dr. \$1,250.00
- 200 Morgan Falls Rd. \$2,350.00

\$8,920.00 per month

TOTAL FOR ALL FACILITIES: \$38,453.00 per month

All paper, plastic, and soap will be billed per the attached supply price list.

- All cleaning will be done per the attached specifications
- Sandy Springs will allow AFS to use tenant-owned equipment
- All other necessary equipment will be provided by AFS
- AFS will supply all chemicals (Betco or Spartan brand)
- Staffing can be modified at any time to assure adherence to cleanliness standards

Contract period is July 1, 2023 to June 30, 2026, with two optional one-year extensions.

Harold Angel, Vice President



SUPPLIES PRICE LIST

Reliable Kitchen Roll Towel-30/case	\$31.61/ case
KC Scott 47031 Kitchen Roll Towel-24/Case	\$43.31/ case
Kleenex Facial Tissue-36box/case	\$69.42 / case
C-Fold Paper Towels-20603-Aclaim	\$49.54 / case
C-Fold 01510-Paper Towels-KC scott	\$64.52 / case
M-Fold Reliable Towel V00353 White	\$26.33 / case
M-Fold Paper Towels-KC-01807 White	\$32.55 / case
Big Z Multifold Towels-20887	\$49.91 / case
Toilet Tissue-2 ply KC Scott-04460 80/cs	\$63.62 / case
Jumbo Roll Toilet Tissue (JRT) Reliable V00351	\$38.60 / 12-case
Brown Hardwound Roll Towels Scott-12 rolls/case	\$64.16 /case 04142
White Hardwound Roll Towels Scott-01005	\$99.32/case
Toilet Seat Covers- Reliable	\$45.50 / case
Toilet Seat Covers-Scott	\$72.50 / case
Clear Large Trash Liners-250cs/40x48	\$38.85/ case
Black Large Trash Liners-100cs/43x47	\$38.85 / case
Black Medium Trash Liners-100cs/33x39	\$38.85 / case
Clear Small Trash Liners-1000cs/24x33	\$36.75 / case
White Trash Liners 38 x 58 PC58100n	\$26.45 / case
Black 38x58 Trash Can Liners	\$32.38 / case
Hand Soap – Gallon White Dial Basic	\$17.85/ gallon
Spring Breeze Restroom Air Freshener	\$61.95 / case
Time Mist Air Freshener Refills	\$85.05/ case
Feminine Product / Sanitary Napkins MT-4	\$61.95 / 250 case
Feminine Product / TamponsT-500	\$95.78 / 500 case
GoJo Luxury Foam Handwash 1250 mL	\$68.74/ case
Sani Sac Liners	\$24.00/case
Dial Hand Pump Soap 8/case	\$41.95/case

Pricing as of October 2021

3.3.1 Schedule Requirements:

1. Day-Time Cleaning for City Springs on 1 Galambos Way
 - a. City Springs building will receive day-time cleaning services five days a week,
 - i. Monday – Friday will include regular, full service cleaning as outlined.
 - b. Day-time cleaning shall begin at 7:00 am and will not extend past 4:00 pm.
 - i. Staff will consist of (1) Full Time Supervisor that the City will participate in the selection of and (2) Full-time Day Porters (1 female/1 male).
 - c. The City will have weekly Event Programming meetings, the Day-time Supervisor will attend these meeting to obtain weekly event janitorial needs.
 - d. The City's expectation is that all required services will be completed as scheduled (daily/weekly/monthly/quarterly/annually).
2. Nightly cleaning for all other facilities
 - a. Nightly cleaning shall be performed five (5) nights per week, Monday through Friday.
 - b. Staff will consist of:
 - i. (6) General Cleaners
 - ii. (2) Floor Technicians
 - iii. (1) Detail Cleaner
 - iv. (1) Supervisor
 - c. Nightly cleaning operations shall begin at 4:00 pm and end at 1:00 am for all areas of City Spring's building.
3. A cleaning schedule for individual areas is listed in Appendix A.
4. The City will provide the contractor with a list of Holidays, Special Events, and/or City Close of Business days observed by a facility and not requiring daily cleaning for scheduling purposes.
5. During emergency operations, the City Hall will remain open and the City requests the normal cleaning staff support both days and nights. The City will operate from the Emergency Operations Center located on the 4th floor but crews will be working from 5th, 4th, 2nd, 1st and Service Levels of the government building.
6. Event Janitorial Services- the City will have events in both the Byers Theatre and/or Studio Theatre during the evening and weekend hours. The contractor will provide additional janitorial services if outside the normal hours of operations at an agreed upon price between the City and the contractor.

3.3.2 Scope of Services and General Specifications: The following is meant to serve as a general representation of the minimum criteria for services provided and may or may not be sufficient to maintain and present a consistently clean appearance. These specifications are provided to assist interested contractors in determining the extent of the services to be required by the City.

- Awarded Contractor will furnish all uniforms, cleaning supplies, cleaning equipment and hand tools at its own expense. Vacuum cleaners and trash removal containers shall be covered with padded, non-marring covers that Contractor shall provide at its own expense.
- All janitorial staff must wear company uniforms while performing janitorial services for City Springs.
- The Awarded Contractor will be liable for damages that may occur to the building or any equipment located at a City location due to its carelessness or the carelessness of its employees.

1. **Daily: General Facility Cleaning**

- (a) All Facilities/Areas, Daily

- Sweep all inside hard floors prior to mopping – non-carpeted, tile, hardwood, rubber, etc.
- Mop all restroom, kitchen, hallway, office, etc. floors daily.
- Spot clean spillage on carpet.
- Vacuum all carpeted areas including stairwells and elevators.
- Vacuum all upholstered chairs in offices, training rooms, and meeting rooms.

- (b) Conference Rooms, Daily

- Dust Conference room tables and furniture.

- Clean white boards that have no writing on them.
- (c) Restrooms, Daily
 - Clean and sanitize sinks, faucets, handles, toilets, urinals, and sanitary disposers including the entire surfaces and piping.
 - Clean mirrors and spot clean walls.
 - Clean all door handles.
 - Mop floors.
 - Restock paper products.
 - Refill soap dispenser.
 - Clean and sanitize all shower surfaces including doors/curtains, shower heads, faucets, and handles.
- (d) Break Rooms, Daily
 - Clean/sanitize all door handles.
 - Clean and wipe table tops, counter tops, and sinks, including backsplash behind and areas around and underneath break room equipment.
 - Clean and wipe handles and exterior surfaces of refrigerators, (including interior) microwaves, dishwashers, and other appliances with food safe cleaning products.
 - Wipe down trash and recycling bins.
 - Clean drinking fountains with anti-bacterial wipes.
 - Vacuum and/or damp wipe break room chairs.
 - Vacuum and clean floors.
 - Do not wash dishes left in sinks.
- (e) Recycling, Daily
 - Contractor is to empty the individual recycled materials containers.
 - Recyclable materials will be sorted separately and contents deposited in the designated collecting area in each building.
 - The City will provide recycling containers.
- (f) Trash, Daily
 - The City will provide trash containers.
 - Pick up litter from interior floors.
 - The Contractor is to empty all individual trash containers in offices and rest rooms each cleaning date, replace the liners provided by the City, and then remove the trash to the main trash collection locations.
- (g) Exercise Rooms, Daily
 - Dust all exercise equipment.
 - Clean mirrors.
 - Clean seats.
 - Do not move weights or other equipment.
- (h) Specific Daily Housecleaning
 - Clean outdoor furniture on 5th floor (Overlook and Mayor's terrace).
 - Pull Trash and sweep IT spaces on 2nd floor (Vacuum on Wednesday).
 - Day Porters will check and restock restrooms in the government tower periodically throughout the day.
 - Pull trash, wipe down counter tops and sweep floors in the breakrooms periodically throughout the day.
 - Empty trashcans from Box Office after 1:00 pm.
 - Wipe down Box Office ticket counter before 12:00 pm.
 - Wipe down Elevators and spot mop as needed (Lobby, P1/P2 and PAC main).
 - Clean and restock restrooms at City Bar before 4:00 pm.

2. Twice Weekly: Windows (Monday and Thursday)

- Clean all glass entrance door and entry area windows, interior and exterior.
 - Night time crew will clean all lobby floors, Permits/Revenue area and City Bar area with commercial grade floor cleaning equipment provided by the City.
3. **Weekly: General Facility Cleaning**
- Damp wipe and sanitize desk telephones.
 - Use vacuum wand to clean under furniture, floor and stair edges, and corners.
 - Dust furniture and horizontal surfaces, fire extinguisher and AED (defibrillator) cabinets, filing cabinets, ceiling fans, lamps and lighting fixtures.
 - Dust (or vacuum) baseboards.
 - Remove cobwebs.
4. **Every Two (2) Weeks: Floor Care, Non-carpeted, tile, hardwood, rubber, etc.**
- Damp mop before and dust after spray buffing (Clean all residue on baseboards left from buffing).
 - Wax, buff, or burnish VCT floors coated with floor finish.
5. **Monthly: General Facility Cleaning**
- Deep-clean service elevator, floor and walls.
 - Dust and sweep all accessible mechanical and electrical rooms.
 - Sweep all interior stairwells.
 - Vacuum HVAC grills and registers.
 - Vacuum upholstered furniture, drapes, blinds, and shades.
 - Wash all restroom walls, partitions, doors and other vertical surfaces.
 - Wash all kitchen and pantry floors with commercial grade cleaning equipment.
6. **Quarterly: General Facility Cleaning**
- (a) Carpet Cleaning, Quarterly (July, October, January, & April)
- An extractor carpet cleaner must be used for cleaning.
 - Facility schedule for carpet cleaning will be made available to the Designated City Representative two (2) weeks prior to operation.
- (b) Floor Care, Quarterly (July, October, January, & April)
- All non-carpeted, tile, hardwood, rubber, etc. flooring.
 - All work of this type will be done after normal working hours unless otherwise agreed upon.
 - All floors, including rest room floors, are to be stripped, sealed, and refinished.
 - Facility schedule for quarterly floor care will be made available to the Designated City Representative two (2) weeks prior to operation.
- (c) Windows, Quarterly (July, October, January, & April)
- Clean interior and exterior of all windows.
 - Cleaning will use a non-abrasive, non-corrosive solution that will leave all surfaces free of spots, streaks, or other dirt or residue.
 - Facility schedule for window cleaning will be made available to the Designated City Representative two (2) weeks prior to operation.
- (d) Trash, Quarterly (July, October, January, & April)
- Wash inside and outside of all break room and pantry trash containers within each facility.

3.3.3 Holiday List:

Below are City Holidays as noted for 2019 by City Manager's Office.

1	New Year's Day	January 1
2	Martin Luther King Jr. Day	3 rd Monday of January
3	President's Day	3 rd Monday of February
4	Memorial Day	Last Monday of May

5	Independence Day	July 4
6	Labor Day	1 st Monday of September
7	Columbus Day	2 nd Monday of October
8	Thanksgiving Day	4 th Thursday of November
9	Day after Thanksgiving	4 th Friday of November
10	Christmas Day	December 25

3.3.4 While in City Facilities:

1. Successful Contractor, Contractor's representative, and cleaning personnel will at all times behave in a professional manner. While performing tasks related to the City's Janitorial Services Contract the following will be observed at all times.
2. Only approved cleaning personnel will be allowed in City facilities. Successful Contractor, Contractor's representative, or cleaning personnel will not admit unauthorized persons into any City facility through regular or emergency exits nor will keys/key cards be loaned to any other person.
3. Unauthorized personnel, including but not limited to friends, visitors, children or other family member that are on site may be cause for cancellation of the contract.
4. Surfaces only will require cleaning. Desk drawers, cabinets, or any part thereof will not be opened, inspected, gone through, etc.
5. City equipment including, but not limited to computers, calculators, radios, telephones, fax machines, printers, copy machines, kitchen appliances, etc., will not be used by cleaning personnel nor should they be powered on or off.
6. Other than to remove trash or recyclable material to the appropriate receptacles, no other material, scrap, etc. will be removed from any City facility.
7. Any articles or items of apparent value found by the cleaning service personnel in any areas of the building or site shall immediately be turned over to the Designated City Representative.
8. Theft or aiding in the theft of any property from any City location will be prosecuted.
9. Successful Contractor, Contractor's representative, and cleaning personnel are specifically prohibited from signing or acknowledging receipt of deliveries to any City location.
10. The Successful Contractor's staff shall never bring firearms, knives, or any other prohibited weapon; controlled substance; alcohol; or contraband into any City facility. No tobacco products will be used while in City facilities and are prohibited while within any City Park including parking lots (see Tobacco and Smoking Section 2.4).
11. Successful Contractor's cleaning personnel will not Use emergency exits unless there is an emergency.
12. Successful Contractor's cleaning personnel will not block any secured door nor leave an exterior door propped open.
13. It is understood that the City shall have the authority to request removal of personnel for failure to comply with any requirements within this RFP. All decisions of the City shall be final. A request by the City to remove an individual from our account shall not constitute an order to discipline or discharge said individual. All actions taken by the Contractor in regard to employee discipline shall be at the sole discretion of the Contractor. The City shall be held harmless in any disputes the Contractor may have with the Contractor's employees.
14. Contractor staff shall not be talking on cell phones or loitering around the office spaces during working hours.

3.3.5 Security:

1. The Contractor is responsible for ensuring all entries/exits are secure during and after the performance of the janitorial service. (Doors are NEVER to be propped opened.)
2. The Contractor will be required to submit to the Designated City Representative a complete list of employees and substitute employees that will be used for each location no later than one month prior to the start of the Contract unless otherwise mutually agreed. The City must be notified

throughout the term of this contract of any personnel changes in advance (minimum of one day).

3. All employees must wear company uniforms while performing janitorial services under the scope of this contract.
4. The Contractor shall complete background checks on all personnel prior to starting any activity for the City and on new personnel throughout the duration of this contract. These background checks will be performed through the City's Public Safety Department. The Contractor will not use any personnel for whom background checks have revealed factors that make them unsuitable for the activity to be undertaken for the City. This includes replacement personnel.
5. Contractor will arrange with the City to have picture ID cards for all authorized employees. These ID cards and any keys required to perform the required duties will be signed for by the Contractor or Contractor's supervisor and the Contractor will be responsible for the distribution and supervision of such.
6. All costs associated with the background checks performed by the City's Public Safety Department and ID cards will be at the City's expense. All records received as a result of background checks are to be retained by the Contractor for a period of three (3) years after contract expiration.
7. The City reserves the right to review the results of the background checks and/or to request additional background checks.
8. Successful Contractor, Contractor's representative, and cleaning personnel shall be required to comply with any and all building security measures provided by the City to ensure that the integrity of confidential and highly sensitive work is maintained and secured.
9. The Contractor is responsible for training Contractor's employees, both on-site and off-site personnel, in security matters pertaining to the facilities.
10. Contractor shall remove from the City's account and collect cards/keys from staff that violate card access policies and procedures and return to the Designated City Representative within 24 hours. The City may also rescind keys, cards, or modify access protocols at any time as it deems necessary.
11. There are various security and smoke detection alarms located in the City's facilities. If any are activated accidentally, and not in an actual emergency, the Contractor, Contractor's representative, or cleaning personnel should contact the City's representative within 24 hours to report the alarm activation. This complete contact information will be given to the awarded Contractor.
12. The City makes no assurances that the City's controlled access policy will eliminate the possibility of security breaches, threats, or harm to any person.

3.3.6 Key Control:

1. In the event the City assigns to Contractor the use of the City keys/key card for Contractor's janitorial service operations, Contractor shall be responsible for the proper and safe use of all said keys. Each cleaning service personnel assigned to a facility will have a set of facility keys and/or key card assigned to them.
2. Contractor will be required to sign for each key/key card issued.
3. Contractor shall report all lost or stolen keys/key cards to the Designated City Representative within twenty-four (24) hours of discovery of the loss. Contractor shall reimburse the City for the cost as determined by the City of re-keying the facility, duplicating additional keys, re-plating locks/padlocks, reprogramming key pads and key cards.
4. Upon termination, cancellation, or expiration of the contract, all keys assigned to the Contractor shall be returned to the City. Georgia law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner.
5. If/when any of Contractor's staff is no longer working in City buildings, Contractor shall immediately collect their keys/cards and return them to the Designated City Representative within 24 hours.

Appendix A

Day Janitorial Schedule**Daily Shift Janitorial Schedule**

1. Spot clean the following areas:
 - Service Level
 - City Hall Lobby
 - Permits/ Revenue area
 - Visitor Booths
 - Reception Counter area
 - 1st Floor
 - 1st Floor Front Porch
 - 1st Floor Arcade
 - 2nd Floor
 - Pull trash and sweep IT area on 2nd Floor (Vacuum on Wednesday)
 - Barfield Training Room
 - 4th Floor
 - 5th Floor.
 - Clean outdoor furniture on 5th Floor (Overlook Outdoor area & Mayor Outdoor)
2. Check and restock all restrooms
 - Service Level thru 5th floor
 - Check IT, HR and the Barfield training room for trash
 - 3rd Floor if not being used for event
 - 4th Floor
 - 5th Floor
 - City Green Restroom Building
3. Pull trash, wipe down counters, and sweep floors of all breakrooms
 - 1st Floor
 - 2nd Floor
 - 4th Floor
 - 5th Floor West end only
4. Pull trash outside Box Office, and wipe counters before 1 pm
5. Clean and restock restrooms in City Bar after 1 pm.
6. Clean and wipe down elevators
 - Lobby
 - P1/P2
 - PAC

Night Shift Janitorial Schedule

1. Clean the following areas:
 - Service Level
 - 5:00 pm - Pull trash, sweep and mop Engineering and security spaces
 - City Hall Lobby
 - Pull trash, sweep, spot mop, and clean windows in the lobby
 - Pull trash and sweep behind the receptionist desk
 - Clean and wipe down lobby booths (8)
 - 1st Floor
 - 1st Floor Front Porch
 - 1st Floor Arcade
 - 2nd Floor

- 4th Floor
 - 5th Floor
 - Check stairwell floor and glass from 1st to 2nd floor near the service elevator
 - Remove prints from the 2nd-floor glass on a crossover with cleaner and stainless steel with water
 - Pull trash on all levels from passenger elevator lobbies
 - Service Level
 - 5:30 pm- Pull trash and vacuum Box Office
 - Pull trash/recycling from garage elevators and sweep and mop elevators and entrance ways as needed
 - Clean/wipe down glass of Grand Stairwell behind reception desk from Lobby level to 3rd floor
2. Event Cleaning for the following area when we have events:
- 3rd Floor Conference Center
 - 1st Floor Studio Theatre, Green Room and Dressing Rooms
 - Byers Theatre
 - 1. Orchestra Level
 - 2. Lobby Level
 - 3. Balcony Area
 - 4. Service Level Back of House dressing rooms, Green Room and Recital Hall
 - Clean City View Terrace furniture, empty trash cans, wipe down glass and glass ledges

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO ACCEPT THE PROPOSED EXTENSION OF THE
EXISTING CONTRACT FOR HOUSEKEEPING SERVICES FOR CITY HALL,
PERFORMING ARTS CENTER, POLICE DEPARTMENT AND COURT HOUSE
FACILITIES, TROWBRIDGE WAREHOUSE, FLEET MAINTENANCE,
RECREATION AND PARKS FACILITIES AND BLUE STONE BUILDING; AND
TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, City of Sandy Springs staff has determined that it is in the best interest of the City of Sandy Springs (the “City”) to accept the proposed extension of the existing 2019 contract for housekeeping at City Facilities (the “Project”); and

WHEREAS, in January of 2019, the City utilized a City of Alpharetta contract awarded through competitive procurement to American Facilities Services, Inc (“AFS”) through State authorized piggyback contracting to provide housekeeping services at City Hall and the Performing Arts Center (“City Springs Facilities”); and

WHEREAS, On January 28, 2019, the City Manager signed a five (5) month contract with AFS for \$114,750.00, payable in an amount of \$22,950.00 monthly. This contract provided for one (1) full-time supervisor, two (2) day porters and six (6) person night-shift crew to clean the City Springs Facilities; and

WHEREAS, On December 17, 2019, after contracting with AFS with successful results, City Staff brought to the City Council for approval, a new monthly contract that included the City Springs Facilities and Additional Facilities (together, “All Facilities”) in the amount of \$36,525.00 per month.; and

WHEREAS, In April 2020, the City Manager signed the first amendment to the contract due to COVID emergency measures and temporarily reduced the monthly housekeeping fees to \$19,058.00; and

WHEREAS, In March 2022, the City Manager signed a second amendment to the contract adding the services for the Bluestone Building at \$520.00 per month, as well as increasing the services to the Recreation and Parks Department, increasing the overall monthly fee for Recreation and Parks to \$8,920.00; and

WHEREAS, the budget for the Project is \$461,436.00 for the fiscal year of the contract term beginning July 1, 2023, with the option for two (2) additional twelve (12) month period extensions.

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

1. The proposed extension to the existing Contract for the Project be accepted with American Facility Services, Inc for housekeeping services to Sandy Springs Facilities, subject to approval from the City Attorney and Chief Financial Officer.; and
2. That the City Manager and appropriate City staff take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 20th day of June, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D González, Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Keith Sanders, Fire Chief

DATE: June 7, 2023 Submission for the June 20, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve a Recipient-Subrecipient Agreement with the Georgia Emergency Management Agency/Homeland Security for the Public Assistance Program for the Presidential Declaration Designated FEMA-4501-DR-A Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act

Recommendation:

City Staff recommends the Mayor and City Council approve the Recipient-Subrecipient Agreement with the Georgia Emergency Management Agency/Homeland Security (GEMA) for the Public Assistance Program for the Presidential Declaration Designated FEMA-4501-DR-A under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and accept the total eligible reimbursement amount of \$223,951.49.

Background:

On August 30, 2021, the City's Emergency Management (as designated by and under the City of Sandy Springs Fire Department) submitted an application to the Federal Emergency Management Agency ("FEMA") requesting reimbursement in an amount of \$380,760.98 to assist with expenses related to the City of Sandy Springs (the "City's") response to the COVID-19 Public Health Emergency from March 2020 to December 2020, including the following: management, control, and reduction of immediate threats to public health and safety; emergency medical care (including the purchase of medical supplies and equipment, personal protective equipment, decontamination systems, and testing); and waste removal.

Discussion:

On May 23, 2023, GEMA provided the City with a copy of their "Final Inspection Report", which recommended a reimbursement to the City in an amount of \$223,951.49. Expenses submitted to GEMA for reimbursement included; N95 respirators, gloves, surgical masks, face shields, decontamination systems, provision of medical services, disease testing, Emergency Operations Center activities, facility disinfection, temporary physical barriers, signage, and supplemental services for employee isolation for public safety personnel. During the review of the City's application and supporting documents, it was found that several expenses were unintentionally duplicated in the FEMA grant portal or did not meet certain qualifications and were not eligible.

Financial Impact:

This is a reimbursable grant that does not require a local match.

Alternatives:

Mayor and City Council can forego approving the Recipient-Subrecipient agreement and refuse the awarded amount of \$223,951.49.

Review:

Caroline Galvin, Executive Project Manager
Keith Sanders, Fire Chief
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 6/13/2023
Approved - 6/14/2023
Approved - 6/15/2023
Approved - 6/15/2023
Final Approval - 6/16/2023

Attachments:

1. Resolution- SSFD FEMA GRANT
2. DR4501 Recipient Subrecipient Agreement - City of Sandy Springs - TO BE SIGNED

**STATE OF GEORGIA
FULTON COUNTY**

A RESOLUTION TO APPROVE A RECIPIENT-SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS AND THE GEORGIA EMERGENCY MANAGEMENT AGENCY (HOMELAND SECURITY) FOR THE PUBLIC ASSISTANCE PROGRAM FOR THE PRESIDENTIAL DECLARATION DESIGNATED (FEMA-4501-DR-A) UNDER THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT

WHEREAS, the City of Sandy Springs (the “City”) has determined it necessary, from time to time, to establish policies, procedures and guidelines consistent with the US Constitution, Federal Statutes, Georgia’s State Constitution, and the Charter for the City for the administration of a municipal government; and

WHEREAS, on August 30, 2021, the City’s Emergency Management Agency, (a designated department under the City of Sandy Springs Fire Department), applied for the Public Assistance Program through the Georgia Emergency Management Agency (“GEMA”) and the Federal Emergency Management Agency (“FEMA”) to assist with expenses related to the City’s response to the COVID-19 Pandemic; and

WHEREAS, on May 23, 2023, FEMA, via a Final Inspection Report, determined the City to be eligible for a reimbursement grant of \$223,951.49, out of \$380,760.98 in total submitted expenses, of which, a local match is not required.

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

1. The recipient/subrecipient Agreement between the City of Sandy Springs, the Georgia Emergency Management Agency and the Federal Emergency Management Agency is hereby approved; and
2. The City Manager is hereby authorized to execute the attached Recipient - Subrecipient Agreement, subject to minor revisions as the City Manager and the City Attorney deem necessary to effectuate the intent of this resolution; and
3. The City Manager and appropriate Staff may take such actions as may be deemed necessary to effectuate the intent of this Resolution, pending the approval of the City Attorney.

RESOLVED this 20th day of June 2023.

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

{SEAL}

RECIPIENT-SUBRECIPIENT AGREEMENT

On March 29, 2020, the President declared that a major disaster exists in the State of Georgia. This declaration was based on Georgia Disaster COVID-19 where the incident period began on January 20, 2020. This document is the Recipient-Subrecipient Agreement for the Public Assistance Program for the presidential declaration designated FEMA-4501- DR-GA, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 44 CFR 206.44.

Under this Agreement, the interests and responsibilities of the Recipient, hereinafter referred to as the State, will be executed by the Georgia Emergency Management Agency/ Homeland Security (GEMA/HS). The individual designated to represent the State is **Mr. James C. Stallings**, Governor's Authorized Representative. The Subrecipient's Authorized Representative whose signature appears on page 3 of this agreement will execute the interests and responsibilities of the Subrecipient.

1. The following Appendices are attached and made a part of this Agreement.

Appendix A	Assurances-Construction Programs, Standard Form 424D
Appendix B	Financial Assistance
Appendix C	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Transactions
Appendix D	Certification for Contracts, Grants, Loans, and Cooperative Agreements
Appendix E	Guidance for Implementation of Section 406 Hazard Mitigation
Appendix F	Designation of Applicant's Agent
Appendix G	Federal Funding Accountability and Transparency Act Certification Form

2. Consistent with the requirement that federal assistance be supplemental, any federal funds provided under the Act for Public Assistance will be limited to 75 percent of total eligible costs, or as otherwise indicated pursuant to federal program incentives provided under the Public Assistance Program. The remaining 25% non-federal cost share of eligible costs is the responsibility of the Subrecipient and may be covered by CARES Act funds. **Effective February 2, 2021, FEMA will increase the federal cost share from 75% to 100% for eligible work performed or to be performed from January 20, 2020 through September 30, 2021.**
3. No federal or state assistance under the Act and this Agreement shall be approved unless the damages resulted from COVID-19 that took place between January 20, 2020 and until a designated end date has been identified. All requests for designations of areas and types of assistance under the Act must be made within 30 days from the end date of the incident period unless an extension is authorized under 44 CFR 206.36.
4. Federal assistance under the Act and this Agreement shall be limited to State of Georgia.

5. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
6. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers and records of any recipients of federal or state disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.
7. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon; provided, however, that this provision shall not be construed to extend to any contract made with a corporation for its general benefit.
8. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
9. The Subrecipient agrees that emergency work projects (Category B) will be completed six months from the end of the incident period. Completion dates may be extended upon justification by the Subrecipient and approval by the Governor's Authorized Representative.
10. Quarterly reports are required for large projects. The first quarterly report will cover the period **July 1, 2020 – September 30, 2020**. Reports will be submitted to the Governor's Authorized Representative no later than 10 working days following the end of the reporting period.
12. There shall be no changes to this Agreement unless mutually agreed upon by both parties to the Agreement.

Agreed:

By:



for James C. Stallings
Governor's Authorized
Representative

4/19/2021

Date

*Charles A. Dawson
Alternate Governor's
Representative*

By:

Authorized Subrecipient Official Signature

May 23, 2023

Date

Authorized Subrecipient Official Printed
or Typed Name

Sandy Springs

Agency/Entity Printed or Typed Name

Appendix A

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009

Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Appendix A

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED
Sandy Springs	May 23, 2023

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Appendix A

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Appendix A

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED
Sandy Springs	May 23, 2023

Standard Form 424B (Rev. 7-97) Back

Appendix B

Financial Assistance

1. General. The state shall make necessary funding available for disaster assistance within the limits of funds provided by FEMA pursuant to the major declaration designated FEMA-4501-DR-GA.
2. Documentation. The Subrecipient will maintain a list of locations where its records, including the original documentation supporting each claim, may be audited. These records shall be retained for a period of not less than three years from the date of the final applicant closeout.
3. Audit. **Audits of Subrecipients receiving assistance under the Act and this Agreement shall be conducted in accordance with the requirements of the Single Audit Act of 1984 (PL 98-502), The Super Circular 2 C.F.R. Part 200, OMB Circulars A-128 and A-110 as well as related FEMA and state regulations and instructions. Subrecipients will ensure that appropriate corrective action is taken within three months after receipt of the audit in instances of noncompliance.**
4. Payments.
 - A. General:
 - (1) Small projects are defined as those with an estimated cost over \$3,300. Large projects are defined as those with an estimated cost of \$131,100 or greater.
 - (2) GEMA/HS will provide funds to the Subrecipient in the form of initial payments, progress payments, and final payments for approved project applications. The State hereby establishes, and the Subrecipient agrees to the terms and conditions listed below in paragraphs 4A (3) through (8), 4B, 4C, and 4D, which shall govern all funds used to make these payments.
 - (3) The Subrecipient Official responsible for the custody of the funds shall be a bonded official or, if other than a bonded official, assurances of satisfactory surety shall be provided.
 - (4) The Subrecipient will pay contractors, vendors, suppliers, etc.
 - (5) The Subrecipient shall maintain records that identify adequately the source and application of federal and/or state disaster assistance funds along with accounting records that are supported by adequate documentation.
 - (6) The funds shall be used solely for disaster relief projects approved by GEMA/HS and FEMA.

- (7) The Subrecipient shall establish and maintain accounting records, which will be subject to state or federal audit, containing the following;
 - (a) The amount and date of each disaster assistance payment to the Subrecipient.
 - (b) The amount of funds provided to each contractor, vendor, supplier, etc., including the check number, amount, date, invoice number, and individual payee.
- (8) Subrecipient reports of cash disbursements will be made as required by GEMA/HS.

B. Small Projects:

- (1) GEMA/HS will make advance payment of the full project amount (100%) to the Subrecipient on the basis of the approved federal estimate contained in the Project Worksheet (PW), FEMA Form 90-91, for all small projects.
- (2) Overruns and underruns on all small projects will be totaled upon completion of all small projects. If there is a net underrun, the difference need not be returned by the Subrecipient to the state. However, the Subrecipient must spend the funds generated by project underruns on projects which contribute to the general welfare of its constituents, i.e., for the public benefit.
- (3) Claims for net overruns will be supported by appropriate documentation. If an overrun is claimed, documentation on all small projects must be submitted for review by GEMA/HS and FEMA to determine if payment of the overrun is justified.
- (4) Failure to complete a project according to the defined scope of work, in partial or in its entirety, will require that the federal and state payments be refunded.
- (5) It is essential that significant potential overruns or underruns on individual projects be brought to the attention of GEMA/HS as soon as they become apparent so that the project can be reviewed and/or reinspected to determine if a revised PW is necessary.
- (6) Final inspection of small projects will be conducted in accordance with current procedures. Documentation to support all small projects must be kept for possible review and/or audit for three years following project completion.

C. Large Projects:

- (1) Generally, advance payments will not be made for large projects. Advance payments may be authorized on a case-by-case basis upon request and justification by the Subrecipient.
 - a. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, [State Statutes]. All advances are required to be held in an interest bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing [Payment Request]. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to [Finance] within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- (2) Payments will normally be made based upon progress and requests for reimbursement of documented expenditures of the Subrecipient. Ten percent of each large PW will be retained by GEMA/HS and subject to final inspection, review and approval by GEMA/HS and FEMA.
- (3) Upon completion of each large project, the Subrecipient shall request a final inspection by GEMA/HS.
- (4) After the final inspection has been approved by FEMA, obligated funds will be processed for payment. Any deobligated funds must be refunded to GEMA/HS as required.

D. Repayments:

Any project funds provided to the Subrecipient, with the exception of small project underruns, which are:

- (1) in excess of current needs, or,
- (2) in excess of amounts approved by GEMA/HS or FEMA, or,
- (3) found by audit or investigation to be owing to the state or FEMA, shall be refunded by check drawn payable to the State of Georgia-Office of Planning and Budget. Repayment shall be made to the State within 10 working days after the Subrecipient becomes aware of such excess funds or funds due the State. If the Subrecipient fails to pay the State such funds within 10 working days, then the Subrecipient shall pay interest at a rate established by FEMA. If immediate repayment is not possible, then a

reasonable repayment schedule with interest charged on the unpaid balance will be submitted to the State for approval. In the event that repayment is not made within four months or in accordance with an approved payment schedule, the GAR shall take appropriate measures as provided by state law to collect or otherwise dispose of the debt.

APPENDIX C

Federal Emergency Management Agency

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17. The regulations were published in the May 26, 1988 Federal Register. Copies of the regulation are available from the appropriate FEMA Regional Office.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

APPENDIX D

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Applicant's Agent, as part of this agreement, certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of the certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPENDIX E

GUIDANCE FOR IMPLEMENTATION OF SECTION 406 HAZARD MITIGATION

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, provides FEMA the authority to fund the restoration of eligible facilities that have sustained damage due to a Presidentially declared disaster. Within the enabling act, Section 406 also contains a provision for the consideration of funding additional measures, not required by applicable codes and standards, that will enhance a facility's ability to resist similar damage in future events.

In providing discretionary authority for the addition of hazard mitigation to permanent work restoration, Congress recognized that, during the repair of damaged components of facilities, there would be a unique opportunity to attempt to prevent recurrence of similar damage from future, similar disaster events. Such measures are additional to compliance with adopted codes and standards, although such compliance could be considered a form of mitigation.

Based on the above, the Federal Emergency Management Agency (FEMA) and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS), as Recipients under the FEMA Public Assistance Grant Program, agree to conduct Public Assistance inspections pursuant to the following provisions:

1. GEMA/HS will make every effort to alert local representatives to the potential for hazard mitigation funding under the Public Assistance program, and FEMA will support this initiative.
2. During inspections, FEMA, State, and local inspectors will explore every opportunity for the provision of hazard mitigation to combine with other costs potentially eligible for public assistance funding.
3. Section 406 Hazard Mitigation funding will only be considered for components of the eligible facilities. Section 406 Hazard Mitigation proposals are not eligible as stand-alone projects: They must be associated with eligible damage reduction.
4. General eligibility criteria for Public Assistance require that an item of work be required as a result of the major disaster event. For this reason, hazard mitigation proposals must be aimed at reducing damages from future similar events.
5. Restoration PWs will incorporate applicable codes and standards when appropriate. Since replacement projects will incorporate compliance with applicable codes and standards, there generally will be no need to mitigate such projects. Mitigation will not be considered for use in alternate projects since the eligible funding will not be used in restoration of a damaged facility.

6. All hazard mitigation proposals submitted pursuant to Section 406 will be evaluated for cost effectiveness (where the benefits of the measure must exceed the costs), technical feasibility, environmental compliance and historical compliance. These proposals will also be evaluated against any other applicable requirements.
7. In order to ensure consideration of potential mitigation opportunities, FEMA inspectors will annotate the level of mitigation included in the PW. Typical conclusions will include: a) mitigation proposal attached to PW; b) mitigation already considered through code compliance and no other opportunities were identified; c) opportunities were explored; but none were identified (PW must include a detailed explanation as to this determination.).
8. Some repairs to a facility are written to incorporate preventative measures that constitute good engineering and common sense. If not required by code, these additional measures are mitigation, and will be so annotated on the PW in the same fashion as other mitigation measures.
9. FEMA Public Assistance in coordination with FEMA Mitigation and GEMA/HS Public Assistance and Mitigation will establish a review team dedicated to the processing of hazard mitigation proposals and review of other PWs to assess the potential for mitigation opportunities. To the extent possible, this team will identify and implement procedures to expedite the review of these proposals and PWs.
10. Measures that are designed to reduce damages from future events that are not linked to an eligible damaged site, and that do not qualify for Section 406 mitigation funding, should be forwarded to the applicant for possible application under the Section 404 mitigation program.

APPENDIX F
DESIGNATION OF APPLICANT'S AGENT
PUBLIC ASSISTANCE EMGRANTS ACCESS
Georgia Emergency Management Homeland Security Agency

Organization Name (hereafter named Organization) :

Sandy Springs

Primary Agent		Secondary Agent	
Agent's Name		Agent's Name	
Imani White		Karen Ellis	
Official Title Emergency Management Officer		Official Title CFO	
Mailing Address (please provide address where certified mail for reimbursement should be received)		Mailing Address (please provide address where certified mail for reimbursement should be received)	
City, State, Zip		City, State, Zip	
Work Phone	Fax Number	Work Phone	Fax Number
(470) 343-2736		(770) 206-1457	
E-Mail Address iwhite@sandyspringsga.gov		E-Mail Address KEllis@SandySpringsga.gov	
Cellular Phone		Cellular Phone	

The above-named agents(s) is/are authorized to represent and act on behalf of the Subrecipient in all dealings with the State of Georgia on all matters pertaining to the management of grants and disaster assistance received from Georgia Emergency Management Agency/Homeland Security and the Federal Emergency Agency as required by the Recipient-Subrecipient Agreement. CFDA Program Number and Program Title: 97.036.

Applicant's Federal Employer's Identification Number 11-1111111

Applicant's State Payee Identification Number _____

Dun & Bradstreet (DUNS) Identification Number 619646040

Certifying Official's Signature / Date

APPENDIX G

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent.

Sub-recipient award Number: **DR-4501**

Sub-recipient Name:

CFDA Program Number and Program Title: **97.036 - Disaster Grants - Public Assistance (Presidentially Declared Disasters)**

Sub-award Project Description: **Cat B: Emergency Protective Measures**

1. Sub-recipient DUNS Number 619646040
2. Sub-recipient Name Sandy Springs
3. Sub-recipient DBA Name _____
4. Sub-recipient Address _____
5. If DBA, Sub-recipient Parent DUNS Number _____
6. Sub-award Principle Place of Project Performance _____
7. In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? **Yes** _____ **No** _____
If **Yes**, continue to question 8. If **No**, **STOP and certify**. The questionnaire is complete.
8. In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government more than \$25 million annual? **Yes** _____ **No** _____
If **Yes**, continue to question 9. If **No**, **STOP and certify**. The questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-recipient's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? **Yes** _____ **No** _____
If **No**, continue to question 10. If **Yes**, **STOP and certify**. The questionnaire is complete.
10. Please list the names and compensation of the sub-recipient's five most highly compensated officers **only if question 9 was applicable and answered NO**.

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

4. _____ \$ _____

5. _____ \$ _____

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: _____ **Date:** _____

This section is for use by the Georgia Emergency Management Homeland Security Agency Only.

Sub-recipient Obligation/Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature _____ Date: _____

Sub-recipient Obligation/Action Date: _____

AMENDMENT 1
TO THE
RECIPIENT-SUBRECIPIENT AGREEMENT
GEMA/HS – Public Assistance
Georgia COVID-19 Pandemic - DR-4501

The purpose of this amendment is to *update the following changes* authorized by FEMA Policy Guidance.

Original Verbiage: Agreement (Page 1) (2) Consistent with the requirement that federal assistance be supplemental, any federal funds provided under the Act for Public Assistance will be limited to 75 percent of total eligible costs, or as otherwise indicated pursuant to federal program incentives provided under the Public Assistance Program. The remaining 25% non-federal cost share of eligible costs is the responsibility of the Subrecipient and may be covered by CARES Act funds. Effective February 2, 2021, FEMA will increase the federal cost share from 75% to 100% for eligible work performed or to be performed from January 20, 2020 through September 30, 2021.

As Amended (1): Effective March 1, 2021, FEMA will increase the federal cost share from 75% to 100% for eligible work performed or to be performed from January 20, 2020, through July 1, 2022.

As Amended (2): Work completed on or after July 2, 2022, through May 11, 2023, will receive a 90% federal share for eligible costs.

Applicants must submit separate Project Applications to FEMA for work performed on or after July 2, 2022. The deadline for identifying and reporting COVID-19 emergency work activities for work to be performed on or after July 2, 2022, the end date is May 11, 2023.

Original Verbiage: Agreement (Appendix B)(4)(A)(1) Small projects are defined as those with an estimated cost over \$3,300. Large projects are defined as those with an estimated cost of \$131,100 or greater.

As Amended: Effective August 3, 2022, small projects are defined as those with an estimated cost over \$3,800. Large projects are defined as those with an **estimated cost of \$1,000,000 or greater.**

Please see below the Federal Policy notifications, submitted July 1, 2022 and August 3, 2022, respectively:

On July 1, 2022, Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), the President issued a nationwide emergency declaration and major disaster declarations for the COVID-19 pandemic. Policy #104-22-0002 applies to the emergency assistance authorized by these declarations.

On August 3, 2022 FEMA published a final rule to increase the small project maximum for the agency's PA program to \$1 million (Small Project). This reduces the administrative burden on State, Local, Tribal, or Territorial (SLTT)s and Private Non-Profit (PNP)s receiving FEMA financial grants following a disaster. A Small Project has costs below the threshold, while a large project has costs equal to or above the \$1 million threshold (Large Project). All other requirements in the PAPPG apply.

NOTE: Policy and procedures in the original agreement still apply, with the exception of the amendments of above.

Acknowledged By:

Valarie Grooms

Valarie Grooms,
Governor's Authorized Representative

April 10, 2023

Date

Authorized Subrecipient Official Signature:

Date

Authorized Agency/Entity Printed or Typed Name



SANDY SPRINGS
GEORGIA

FINANCIAL HIGHLIGHTS FY 2023
APRIL 30, 2023

UNAUDITED

NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2023

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year are at 106.73% of the adopted budget. We are at 83.33% of the fiscal year.
- ▶ General Fund Expenditures for the fiscal year are at 79.41% of the adopted budget. We are at 83.33% of the fiscal year.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$44,809,654	\$42,500,000	105.43%	
Motor Vehicle Tax	\$61,201	\$80,000	76.50%	<--These two will be adjusted as the rate at which the <-- old MVT phases out and the new TAVT increases
Motor Vehicle TAVT	\$3,377,895	\$3,750,000	90.08%	
Local Option Sales Tax	\$26,379,451	\$26,500,000	99.55%	
Business Occupational Tax	\$9,966,534	\$9,750,000	102.22%	
Insurance Premium Tax	\$8,782,622	\$7,700,000	114.06%	Payment normally received October of each year
Building Permits	\$2,592,806	\$2,000,000	129.64%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$811,721	\$598,836	135.55%	Includes all departments and is semi-annual



**CASH AND INVESTMENTS
THROUGH PERIOD 10, APRIL FY 2023**

6/13/2023

UNAUDITED

TRUIST

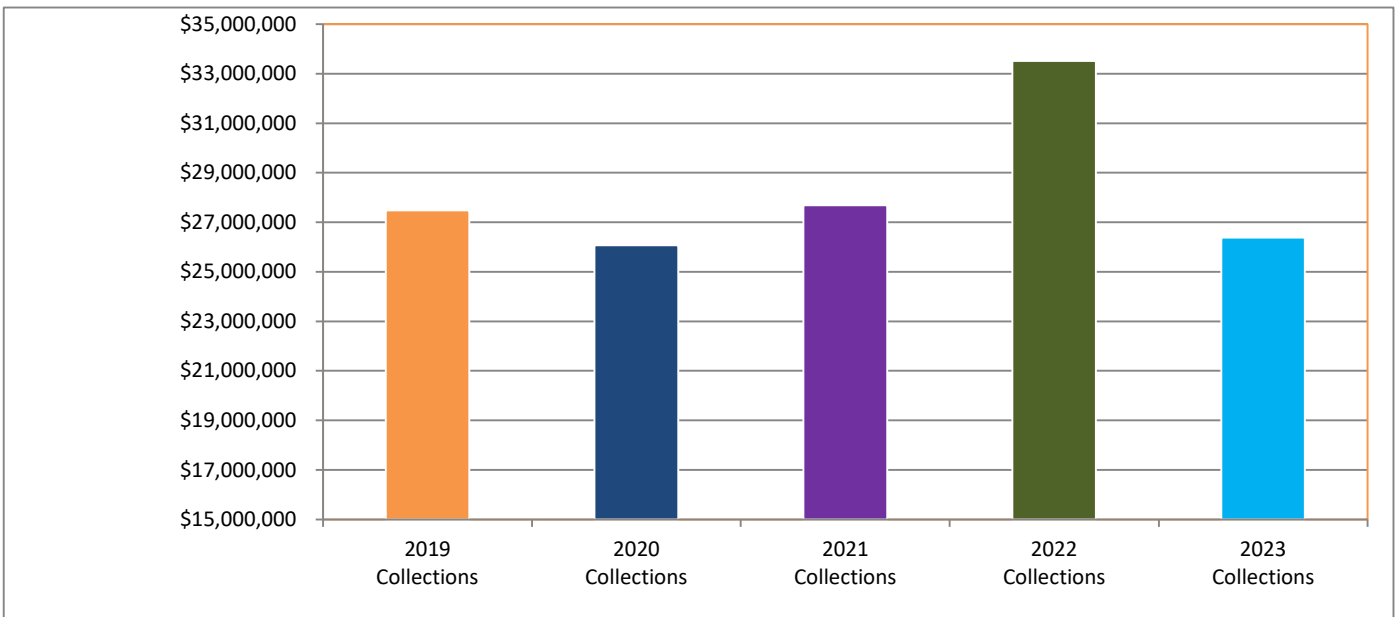
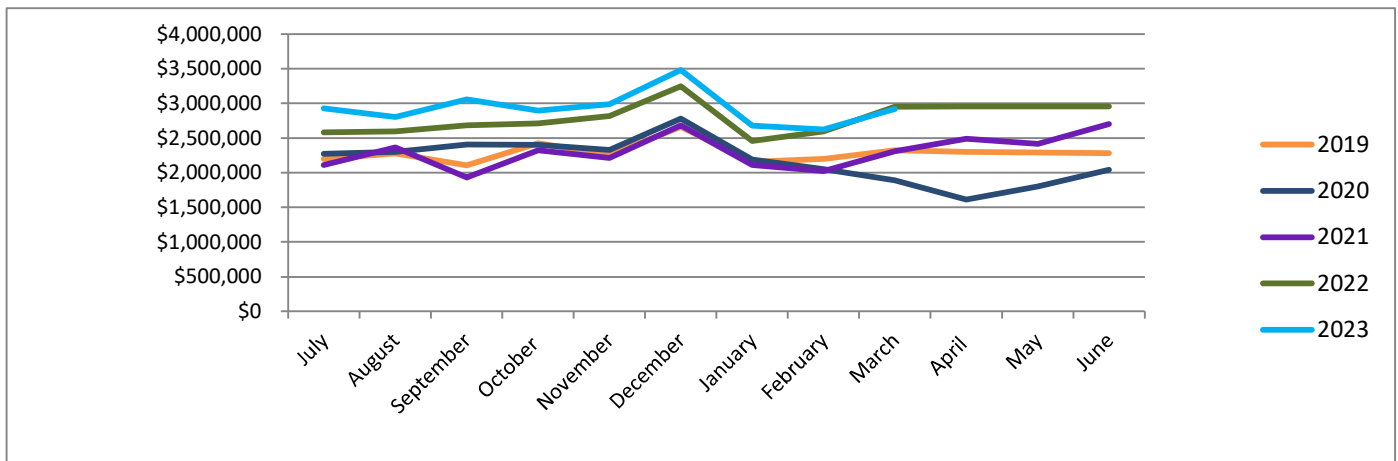
OPERATING ACCOUNT	\$19,748,895
COMMUNITY DEVELOPMENT ESCROW	2,527,168
POLICE - CUSTODIAL ESCROW	16,962
POLICE - FEDERAL FORFEITURE	328,782
POLICE - STATE SEIZED RESTRICTED	302,139
POLICE - STATE SEIZED UNRESTRICTED	207,091
POLICE - FEDERAL SEIZED TREASURY FUND	68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	90,493
HOTEL / MOTEL TAX ACCOUNT	420,329
COURT SERVICES	613,733
IMPACT FEE ACCOUNT	6,450,483
TREE FUND ACCOUNT	1,491,491
HOSPITALITY BOARD	1,961,366
TSPLOST FUND 2016 & 2021	68,064,294
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	110,945
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	1,519,364
PAC OPERATING, EVENTS ACCOUNT & SPONSORSHIPS	3,180,324
QUALIFIED LAW ENFORCEMENT FOUNDATION, INC.	37,500
TOTAL TRUIST	\$107,139,923

GEORGIA FUND ONE	\$115,323,690
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$115,323,932

TOTAL CASH AND CASH EQUIVALENTS	\$222,463,855
--	----------------------

**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 10, APRIL 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	2,626,721	1.18%
March	2,321,849	1,886,719	2,308,276	2,953,513	2,920,265	-1.13%
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	\$26,379,450	-21.29%



**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	44,969	44,809,654	42,500,000	105.43 %
100-0000-90-311310	MOTOR VEHICLE	6,246	61,201	80,000	76.50 %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	422,558	3,377,895	3,750,000	90.08 %
100-0000-90-311340	INTANGIBLES	48,136	452,418	900,000	50.27 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	27,390	237,458	650,000	36.53 %
100-0000-90-311710	ELECTRIC FRANCHISE TAX	-	6,495,309	5,800,000	111.99 %
100-0000-90-311730	GAS FRANCHISE TAX	-	705,832	700,000	100.83 %
100-0000-90-311750	CABLE TV FRANCHISE TAX	340,792	1,026,185	1,300,000	78.94 %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	32,068	115,317	150,000	76.88 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	8,147	327,799	400,000	81.95 %
100-0000-90-313100	LOCAL OPTION SALES TAX	2,920,265	26,379,451	26,500,000	99.55 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	87,732	792,911	1,000,000	79.29 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	66,301	558,176	500,000	111.64 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	1,835,751	9,966,534	9,750,000	102.22 %
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	5,840,355	104,088,762	101,730,000	102.32 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	1,225	703,243	700,000	100.46 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	6,597	71,257	90,000	79.17 %
100-0000-60-322210	PLANNING/ZONING FEES	2,725	68,641	100,000	68.64 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	17,650	219,344	250,000	87.74 %
100-0000-60-323120	BUILDING PERMITS	105,751	2,592,806	2,000,000	129.64 %
100-0000-60-323130	PLUMBING PERMITS	-	3,361	7,000	48.02 %
100-0000-60-323140	ELECTRICAL PERMITS	-	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	-	2,175	5,000	43.50 %
	TOTAL LICENSES & PERMITS	133,948	3,683,750	3,222,000	114.33 %
100-0000-60-341320	DEVELOPMENT IMPACT FEES	-	43,763	-	- %
100-0000-30-342900	FALSE ALARM FEES	14	2,219	20,000	11.10 %
100-0000-30-342910	OTHER PUBLIC SAFETY FEES	-	15,000	-	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	11,760	117,600	141,120	83.33 %
100-0000-10-346900	SPECIAL EVENT FEES	500	11,700	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	-	45,000	75,000	60.00 %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	12,334	58,418	50,000	116.84 %
100-0000-50-347900	SSTC CONTRACT	10,000	102,300	100,000	102.30 %
100-0000-50-347910	FACILITY RENTALS	12,785	157,807	100,000	157.81 %
	TOTAL CHARGES & FEES	47,393	553,806	486,120	113.92 %
100-0000-20-351170	MUNICIPAL COURT	184,406	2,133,739	2,300,000	92.77 %
	TOTAL FINES & FORFEITURES	184,406	2,133,739	2,300,000	92.77 %
100-0000-90-361000	INTEREST REVENUE	430,055	2,668,770	120,000	2,223.98 %
	TOTAL INVESTMENT INCOME	430,055	2,668,770	120,000	2,223.98 %
100-0000-90-349900	OTHER CHGS FOR SERVICES	6,596	55,630	65,000	85.58 %
100-0000-40-381000	RENTAL REVENUE	6,280	284,915	275,000	103.61 %
100-0000-40-381010	MARTA ADVERTISING CONTRAC	269,208	390,431	-	- %
100-0000-90-389000	MISCELLANEOUS REVENUE	13,850	218,067	100,000	218.07 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	2,670	43,025	40,000	107.56 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	358	282,442	70,000	403.49 %
	TOTAL MISCELLANEOUS	298,961	1,274,510	550,000	231.73 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	120,046	1,021,462	999,600	102.19 %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	7,576	62,998	75,000	84.00 %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	1,306,778	182,700	715.26 %
100-0000-90-392100	SALE OF ASSETS	74	12,333	25,000	49.33 %
	TOTAL OTHER FINANCING SOURCES	127,696	2,403,572	1,282,300	187.44 %
100-0000-40-334100	STATE MATCHING GRANTS	-	266,972	-	- %
	TOTAL OTHER REVENUES	-	266,972	-	- %
	TOTAL REVENUES	\$7,062,814	\$117,073,881	\$109,690,420	106.73 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	12,333	111,000	148,000	75.00 %
100-1310-10-512104	LIFE INSURANCE	408	867	-	- %
100-1310-10-512200	SOCIAL SECURITY	695	6,257	9,176	68.19 %
100-1310-10-512300	MEDICARE	163	1,463	2,146	68.19 %
100-1310-10-512600	UNEMPLOYMENT TAX	123	431	740	58.30 %
100-1310-10-512700	WORKERS' COMPENSATION	-	354	296	119.43 %
Salaries & Benefits		13,722	120,373	160,358	75.06 %
100-1310-10-523200	COMMUNICATIONS	347	3,470	4,400	78.86 %
100-1310-10-523500	TRAVEL	-	1,304	10,000	13.04 %
100-1310-10-523600	DUES & FEES	-	20,488	43,000	47.65 %
100-1310-10-523700	EDUCATION/TRAINING	1,735	8,999	5,000	179.98 %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	-	840	3,000	27.99 %
100-1310-10-531300	HOSPITALITY	268	5,214	14,000	37.24 %
Operations & Capital		2,350	40,314	79,400	50.77 %
TOTAL CITY COUNCIL		16,072	160,687	239,758	67.02 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	43,722	436,748	713,329	61.23 %
100-1320-10-511110	BONUSES	-	14,000	19,525	71.70 %
100-1320-10-512101	HEALTH INSURANCE	3,679	36,467	63,986	56.99 %
100-1320-10-512102	DISABILITY INSURANCE	1,129	1,815	2,854	63.60 %
100-1320-10-512103	DENTAL INSURANCE	235	2,535	5,577	45.45 %
100-1320-10-512104	LIFE INSURANCE	2,018	3,382	6,883	49.13 %
100-1320-10-512200	SOCIAL SECURITY	2,625	19,335	44,226	43.72 %
100-1320-10-512300	MEDICARE	614	6,366	10,343	61.55 %
100-1320-10-512401	RETIREMENT 401A	6,522	60,868	102,779	59.22 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	2,009	20,359	34,295	59.37 %
100-1320-10-512600	UNEMPLOYMENT TAX	86	337	1,000	33.71 %
100-1320-10-512700	WORKERS' COMPENSATION	-	1,676	1,427	117.41 %
Salaries & Benefits		62,639	603,887	1,006,224	60.02 %
100-1320-10-523200	COMMUNICATIONS	228	1,827	5,040	36.26 %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	-	6,765	6,200	109.12 %
100-1320-10-523600	DUES & FEES	12	6,366	13,790	46.16 %
100-1320-10-523700	EDUCATION/TRAINING	-	2,029	10,495	19.33 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	198	5,651	5,000	113.01 %
100-1320-10-531300	HOSPITALITY	98	2,479	4,000	61.97 %
Operations & Capital		537	25,117	45,025	55.78 %
TOTAL CITY MANAGER		63,176	629,004	1,051,249	59.83 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	24,078	206,972	312,825	66.16 %
100-1330-10-511110	BONUSES	-	9,294	10,275	90.45 %
100-1330-10-512101	HEALTH INSURANCE	4,265	37,945	54,513	69.61 %
100-1330-10-512102	DISABILITY INSURANCE	102	930	2,284	40.73 %
100-1330-10-512103	DENTAL INSURANCE	255	2,278	3,901	58.40 %
100-1330-10-512104	LIFE INSURANCE	208	1,912	2,213	86.41 %
100-1330-10-512200	SOCIAL SECURITY	1,376	12,298	19,395	63.41 %
100-1330-10-512300	MEDICARE	322	2,876	4,536	63.41 %
100-1330-10-512401	RETIREMENT 401A	2,590	20,211	37,539	53.84 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	1,079	9,488	15,641	60.66 %
100-1330-10-512600	UNEMPLOYMENT TAX	64	399	1,000	39.87 %
100-1330-10-512700	WORKERS' COMPENSATION	-	756	626	120.83 %
Salaries & Benefits		34,339	305,360	464,748	65.70 %
100-1330-10-521300	TECHNICAL SERVICES	16,274	72,691	77,900	93.31 %
100-1330-10-523200	COMMUNICATIONS	176	1,562	2,200	71.00 %
100-1330-10-523300	ADVERTISING	-	370	2,000	18.50 %
100-1330-10-523400	PRINTING & BINDING	-	-	8,000	- %
100-1330-10-523500	TRAVEL	623	1,225	3,500	35.00 %
100-1330-10-523600	DUES & FEES	84	2,631	2,250	116.92 %
100-1330-10-523700	EDUCATION/TRAINING	630	2,920	3,450	84.64 %
100-1330-10-523900	CONTRACTUAL SERVICES	76	714	2,000	35.72 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	58	1,404	1,500	93.61 %
100-1330-10-531270	GASOLINE	-	-	1,000	- %
100-1330-10-531300	HOSPITALITY	-	192	500	38.32 %
Operations & Capital		17,919	83,709	104,300	80.26 %
TOTAL CITY CLERK		52,258	389,069	569,048	68.37 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	126,859	1,228,172	1,680,054	73.10 %
100-1500-10-511110	BONUSES	-	23,775	37,850	62.81 %
100-1500-10-512101	HEALTH INSURANCE	13,682	112,741	201,913	55.84 %
100-1500-10-512102	DISABILITY INSURANCE	513	4,634	11,988	38.66 %
100-1500-10-512103	DENTAL INSURANCE	670	5,787	10,152	57.00 %
100-1500-10-512104	LIFE INSURANCE	1,050	9,487	13,280	71.44 %
100-1500-10-512200	SOCIAL SECURITY	7,703	74,843	104,163	71.85 %
100-1500-10-512300	MEDICARE	1,802	17,766	24,361	72.93 %
100-1500-10-512401	RETIREMENT 401A	12,988	119,511	201,606	59.28 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	5,208	53,123	84,003	63.24 %
100-1500-10-512600	UNEMPLOYMENT TAX	166	2,134	2,000	106.71 %
100-1500-10-512700	WORKERS' COMPENSATION	-	5,367	4,200	127.78 %
Salaries & Benefits		170,641	1,657,339	2,375,570	69.77 %
100-1500-10-521200	PROFESSIONAL SERVICES	17,698	33,469	25,000	133.88 %
100-1500-10-521210	PROF SVCS-AUDIT	-	51,230	70,000	73.19 %
100-1500-10-521300	TECHNICAL SERVICES	10,566	219,394	185,000	118.59 %
100-1500-10-523200	COMMUNICATIONS	264	2,791	6,000	46.52 %
100-1500-10-523300	ADVERTISING	-	7,600	10,000	76.00 %
100-1500-10-523400	PRINTING & BINDING	115	3,327	3,000	110.90 %
100-1500-10-523500	TRAVEL	-	-	7,000	- %
100-1500-10-523600	DUES & FEES	315	6,221	9,134	68.11 %
100-1500-10-523700	EDUCATION/TRAINING	299	3,737	15,000	24.91 %
100-1500-10-523900	CONTRACTUAL SERVICES	948	7,251	15,000	48.34 %
100-1500-10-523950	MERCHANT SVCS CHARGES	-	127	292	43.49 %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	510	4,960	7,500	66.14 %
100-1500-10-531300	HOSPITALITY	63	648	1,500	43.22 %
100-1500-10-531750	UNIFORMS	692	807	1,000	80.70 %
100-1500-10-542400	COMPUTER EQUIPMENT	3,372	3,372	7,000	48.17 %
Operations & Capital		34,840	344,935	362,426	95.17 %
TOTAL FINANCE		205,481	2,002,274	2,737,996	73.13 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-511100	SALARIES	17,449	74,350	203,750	36.49 %
100-1530-10-511110	BONUSES	-	-	3,050	- %
100-1530-10-512101	HEALTH INSURANCE	1,799	9,357	40,791	22.94 %
100-1530-10-512102	DISABILITY INSURANCE	24	242	1,142	21.21 %
100-1530-10-512103	DENTAL INSURANCE	114	573	2,371	24.18 %
100-1530-10-512104	LIFE INSURANCE	79	455	1,710	26.62 %
100-1530-10-512200	SOCIAL SECURITY	1,059	4,610	12,633	36.49 %
100-1530-10-512300	MEDICARE	248	1,076	2,954	36.44 %
100-1530-10-512401	401A RETIREMENT	696	6,961	24,450	28.47 %
100-1530-10-512402	401A RETIREMENT-457 MATCH	290	2,755	10,188	27.05 %
100-1530-10-512600	UNEMPLOYMENT TAX	120	137	200	68.47 %
100-1530-10-512700	WORKERS' COMPENSATION	-	522	408	127.83 %
Salaries & Benefits		21,877	101,040	303,647	33.28 %
100-1530-10-521250	PROF SVCS-LEGAL	55,785	588,128	485,000	121.26 %
100-1530-10-521255	PROF SVCS-LITIGATION	13,965	400,575	450,000	89.02 %
Operations & Capital		69,750	988,703	935,000	105.74 %
TOTAL LEGAL SERVICES		91,627	1,089,742	1,238,647	87.98 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	115,793	1,137,680	1,506,827	75.50 %
100-1535-10-511110	BONUSES	-	19,150	32,550	58.83 %
100-1535-10-512101	HEALTH INSURANCE	16,430	147,011	202,233	72.69 %
100-1535-10-512102	DISABILITY INSURANCE	405	3,556	9,705	36.65 %
100-1535-10-512103	DENTAL INSURANCE	729	6,967	10,528	66.18 %
100-1535-10-512104	LIFE INSURANCE	781	7,264	11,236	64.65 %
100-1535-10-512200	SOCIAL SECURITY	6,916	68,831	93,423	73.68 %
100-1535-10-512300	MEDICARE	1,618	16,098	21,849	73.68 %
100-1535-10-512401	401A RETIREMENT	11,290	108,039	180,819	59.75 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	4,214	46,575	75,341	61.82 %
100-1535-10-512600	UNEMPLOYMENT TAX	201	1,738	1,350	128.71 %
100-1535-10-512700	WORKERS' COMPENSATION	-	4,737	3,767	125.76 %
Salaries & Benefits		158,376	1,567,647	2,149,628	72.93 %
100-1535-10-521300	TECHNICAL SERVICES	5,592	574,829	777,500	73.93 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	-	175,831	243,000	72.36 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	-	60,840	92,000	66.13 %
100-1535-10-523200	COMMUNICATIONS	880	7,440	11,200	66.43 %
100-1535-10-523500	TRAVEL	-	3,129	7,000	44.70 %
100-1535-10-523600	DUES & FEES	250	3,912	6,000	65.20 %
100-1535-10-523700	EDUCATION/TRAINING	73	11,148	14,000	79.63 %
100-1535-10-523900	CONTRACTUAL SERVICES	-	1,288	15,000	8.58 %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	175	4,271	5,500	77.66 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	12,875	26,473	30,000	88.24 %
100-1535-10-531750	UNIFORMS	-	1,219	1,500	81.27 %
100-1535-10-542400	COMPUTER EQUIPMENT	2,587	7,713	10,000	77.13 %
Operations & Capital		22,432	878,093	1,212,700	72.41 %
TOTAL INFORMATION SERVICES		180,808	2,445,739	3,362,328	72.74 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	28,966	297,062	373,080	79.62 %
100-1540-10-511110	BONUSES	-	11,300	11,800	95.76 %
100-1540-10-512101	HEALTH INSURANCE	6,343	61,247	75,844	80.75 %
100-1540-10-512102	DISABILITY INSURANCE	121	1,034	2,284	45.25 %
100-1540-10-512103	DENTAL INSURANCE	343	3,220	3,994	80.63 %
100-1540-10-512104	LIFE INSURANCE	248	2,115	2,632	80.36 %
100-1540-10-512200	SOCIAL SECURITY	1,745	18,281	23,131	79.03 %
100-1540-10-512300	MEDICARE	408	4,276	5,410	79.04 %
100-1540-10-512401	401A RETIREMENT	3,474	32,505	44,770	72.61 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	695	9,937	18,654	53.27 %
100-1540-10-512600	UNEMPLOYMENT TAX	48	382	750	50.99 %
100-1540-10-512700	WORKERS' COMPENSATION	-	864	746	115.77 %
Salaries & Benefits		42,392	442,224	563,095	78.53 %
100-1540-10-521200	PROFESSIONAL SERVICES	16,261	152,683	209,250	72.97 %
100-1540-10-523200	COMMUNICATIONS	181	1,816	1,500	121.05 %
100-1540-10-523500	TRAVEL	-	-	5,000	- %
100-1540-10-523600	DUES & FEES	-	565	2,600	21.73 %
100-1540-10-523700	EDUCATION/TRAINING	435	710	6,995	10.15 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	16	921	3,000	30.70 %
100-1540-10-531300	HOSPITALITY	5,075	11,796	10,000	117.96 %
Operations & Capital		21,968	168,491	238,345	70.69 %
TOTAL HUMAN RESOURCES		64,360	610,715	801,440	76.20 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	75,632	815,886	1,261,643	64.67 %
100-1565-10-511110	BONUSES	-	20,025	36,525	54.83 %
100-1565-10-512101	HEALTH INSURANCE	11,512	118,362	197,968	59.79 %
100-1565-10-512102	DISABILITY INSURANCE	322	2,887	9,705	29.74 %
100-1565-10-512103	DENTAL INSURANCE	640	5,440	10,265	53.00 %
100-1565-10-512104	LIFE INSURANCE	660	5,925	10,220	57.98 %
100-1565-10-512200	SOCIAL SECURITY	4,619	48,667	78,222	62.22 %
100-1565-10-512300	MEDICARE	1,080	11,896	18,294	65.03 %
100-1565-10-512401	401A RETIREMENT	8,694	83,709	151,397	55.29 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	3,505	38,626	63,082	61.23 %
100-1565-10-512600	UNEMPLOYMENT TAX	154	1,249	2,000	62.43 %
100-1565-10-512700	WORKERS' COMPENSATION	-	14,800	12,616	117.31 %
Salaries & Benefits		106,819	1,167,471	1,851,937	63.04 %
100-1565-10-521200	PROFESSIONAL SERVICES	3,538	36,095	44,796	80.58 %
100-1565-10-521300	TECHNICAL SERVICES	-	85,180	104,587	81.44 %
100-1565-10-522100	CLEANING SERVICES	22,525	235,575	372,880	63.18 %
100-1565-10-522110	GARBAGE DISPOSAL	6,702	49,328	83,000	59.43 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	21,789	301,183	400,550	75.19 %
100-1565-10-522220	REP & MAINT-BUILDINGS	196,481	977,322	1,055,634	92.58 %
100-1565-10-522310	BUILDING OPERATING LEASE	36,910	281,888	325,000	86.73 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	1,815	31,133	34,000	91.57 %
100-1565-10-523200	COMMUNICATIONS	949	9,980	9,990	99.90 %
100-1565-10-523250	POSTAGE	1,632	24,479	39,000	62.77 %
100-1565-10-523700	EDUCATION/TRAINING	595	7,245	15,500	46.74 %
100-1565-10-523900	CONTRACTUAL SERVICES	-	197,375	334,887	58.94 %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	8,923	78,862	150,000	52.57 %
100-1565-10-531210	WATER	14,635	274,412	321,200	85.43 %
100-1565-10-531220	NATURAL GAS	-	82,428	86,126	95.71 %
100-1565-10-531230	ELECTRICITY	62,758	578,971	690,300	83.87 %
100-1565-10-531270	GASOLINE	267	3,084	50,000	6.17 %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	193	3,867	10,000	38.67 %
100-1565-10-531750	UNIFORMS	60	6,567	12,000	54.73 %
100-1565-10-541200	SITE IMPROVEMENTS	-	67,074	200,000	33.54 %
100-1565-10-542400	COMPUTER EQUIPMENT	-	819	22,500	3.64 %
Operations & Capital		379,771	3,332,867	4,361,950	76.41 %
TOTAL FACILITIES MANAGEMENT		486,590	4,500,338	6,213,887	72.42 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	52,746	442,160	683,034	64.73 %
100-1570-10-511110	BONUSES	-	10,900	16,075	67.81 %
100-1570-10-512101	HEALTH INSURANCE	6,078	50,628	77,199	65.58 %
100-1570-10-512102	DISABILITY INSURANCE	220	1,773	3,996	44.38 %
100-1570-10-512103	DENTAL INSURANCE	366	3,269	5,060	64.60 %
100-1570-10-512104	LIFE INSURANCE	429	3,424	5,163	66.32 %
100-1570-10-512200	SOCIAL SECURITY	3,205	27,544	42,348	65.04 %
100-1570-10-512300	MEDICARE	750	6,442	9,904	65.04 %
100-1570-10-512401	401A RETIREMENT	5,007	40,686	81,964	49.64 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	2,086	19,027	34,152	55.71 %
100-1570-10-512600	UNEMPLOYMENT TAX	64	649	1,000	64.92 %
100-1570-10-512700	WORKERS' COMPENSATION	-	2,541	2,049	123.99 %
Salaries & Benefits		70,951	609,042	961,944	63.31 %
100-1570-10-521200	PROF SERV - PUBLIC RELATIONS	8,529	50,173	117,500	42.70 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	50,038	500,378	604,000	82.84 %
100-1570-10-523200	COMMUNICATIONS	456	3,748	5,566	67.34 %
100-1570-10-523300	ADVERTISING	3,437	17,982	25,000	71.93 %
100-1570-10-523400	PRINTING & BINDING	-	3,024	7,500	40.32 %
100-1570-10-523500	TRAVEL	996	1,509	2,250	67.08 %
100-1570-10-523600	DUES & FEES	5	268	2,250	11.89 %
100-1570-10-523700	EDUCATION/TRAINING	-	25	5,250	0.48 %
100-1570-10-523900	CONTRACTUAL SERVICES	369	20,034	40,560	49.39 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	35,132	84,432	189,249	44.61 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	100	11,216	10,000	112.16 %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	-	864	5,000	17.28 %
100-1570-10-531350	SPECIAL EVENTS	-	20,437	22,000	92.89 %
100-1570-10-542400	COMPUTER EQUIPMENT	657	657	22,750	2.89 %
Operations & Capital		99,718	714,745	1,059,375	67.47 %
TOTAL COMMUNICATIONS		170,669	1,323,787	2,021,319	65.49 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL 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	-	23,248	50,000	46.50 %
100-1595-10-512600	UNEMPLOYMENT TAX	16	25	250	9.92 %
100-1595-10-512700	WORKERS' COMPENSATION	-	48	50	96.10 %
Salaries & Benefits		16	287,816	104,125	276.41 %
100-1595-10-521200	PROFESSIONAL SERVICES	(20,801)	380,808	411,000	92.65 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	21,902	165,027	537,500	30.70 %
100-1595-10-523100	PROPERTY & LIABILITY INS	-	1,392,997	1,440,069	96.73 %
100-1595-10-523200	COMMUNICATIONS	6,051	60,825	145,200	41.89 %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	-	163	75,000	0.22 %
100-1595-10-531270	GASOLINE	-	-	10,000	- %
100-1595-10-579000	CONTINGENCIES	-	-	300,000	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	-	-	2,000	- %
Operations & Capital		7,152	1,999,820	2,920,769	68.47 %
TOTAL GENERAL ADMINISTRATION		7,168	2,287,636	3,024,894	75.63 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	44,603	464,942	638,375	72.83 %
100-2650-20-511110	BONUSES	-	12,525	17,900	69.97 %
100-2650-20-512101	HEALTH INSURANCE	6,055	66,440	112,351	59.14 %
100-2650-20-512102	DISABILITY INSURANCE	204	1,596	5,709	27.96 %
100-2650-20-512103	DENTAL INSURANCE	196	2,617	5,683	46.06 %
100-2650-20-512104	LIFE INSURANCE	417	3,272	4,392	74.50 %
100-2650-20-512200	SOCIAL SECURITY	2,669	28,549	39,579	72.13 %
100-2650-20-512300	MEDICARE	624	6,678	9,256	72.15 %
100-2650-20-512401	RETIREMENT 401A	5,327	44,938	76,605	58.66 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	1,928	17,844	31,919	55.91 %
100-2650-20-512600	UNEMPLOYMENT TAX	128	1,325	2,000	66.24 %
100-2650-20-512700	WORKERS' COMPENSATION	-	5,817	4,469	130.17 %
Salaries & Benefits		62,152	656,545	948,238	69.24 %
100-2650-20-521260	PROF SVCS-COURT	30,875	283,821	515,000	55.11 %
100-2650-20-521300	TECHNICAL SERVICES	348	40,186	58,000	69.29 %
100-2650-20-523200	COMMUNICATIONS	209	2,034	6,240	32.60 %
100-2650-20-523300	ADVERTISING	-	-	1,800	- %
100-2650-20-523400	PRINTING & BINDING	-	1,569	2,000	78.43 %
100-2650-20-523500	TRAVEL	-	3,084	7,000	44.05 %
100-2650-20-523600	DUES & FEES	-	35	1,000	3.50 %
100-2650-20-523700	EDUCATION/TRAINING	-	2,313	3,000	77.09 %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	-	1,841	3,200	57.52 %
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		31,432	336,849	601,740	55.98 %
TOTAL MUNICIPAL COURT		93,584	993,394	1,549,978	64.09 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	1,054,725	10,827,653	13,619,399	79.50 %
100-3210-30-511110	BONUSES	11,500	499,421	530,000	94.23 %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	29,583	316,027	500,000	63.21 %
100-3210-30-511300	OVERTIME	77,065	762,038	800,000	95.25 %
100-3210-30-512101	HEALTH INSURANCE	148,222	1,468,389	1,747,762	84.02 %
100-3210-30-512102	DISABILITY INSURANCE	4,241	37,027	96,479	38.38 %
100-3210-30-512103	DENTAL INSURANCE	8,392	79,832	100,804	79.20 %
100-3210-30-512104	LIFE INSURANCE	8,646	75,626	103,922	72.77 %
100-3210-30-512200	SOCIAL SECURITY	70,537	735,492	844,403	87.10 %
100-3210-30-512300	MEDICARE	16,496	173,100	197,481	87.65 %
100-3210-30-512401	RETIREMENT 401A	117,373	1,122,187	1,634,328	68.66 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	48,203	497,808	680,970	73.10 %
100-3210-30-512600	UNEMPLOYMENT TAX	1,613	17,051	18,000	94.73 %
100-3210-30-512700	WORKERS' COMPENSATION	-	455,419	354,104	128.61 %
Salaries & Benefits		1,596,597	17,067,071	21,227,652	80.40 %
100-3210-30-521200	PROFESSIONAL SERVICES	7,310	64,767	147,160	44.01 %
100-3210-30-521270	JAIL SERVICES	38,000	305,425	425,000	71.86 %
100-3210-30-521275	INMATE MEDICAL SERVICES	1,989	5,957	150,000	3.97 %
100-3210-30-521300	TECHNICAL SERVICES	46,561	1,277,150	1,633,605	78.18 %
100-3210-30-522100	CLEANING SERVICES	14,016	70,080	84,100	83.33 %
100-3210-30-522110	GARBAGE DISPOSAL	219	2,188	2,100	104.20 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	10	17,019	40,000	42.55 %
100-3210-30-522220	REP & MAINT-BUILDINGS	-	13,998	17,500	79.99 %
100-3210-30-522230	REP & MAINT-VEHICLES	33,530	452,668	450,000	100.59 %
100-3210-30-522310	BUILDING OPERATING LEASE	70,244	607,195	679,000	89.42 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	-	564	2,000	28.18 %
100-3210-30-523200	COMMUNICATIONS	21,551	194,237	242,992	79.94 %
100-3210-30-523250	POSTAGE	74	1,355	3,000	45.15 %
100-3210-30-523300	ADVERTISING	-	8,459	20,000	42.30 %
100-3210-30-523400	PRINTING & BINDING	360	8,215	7,500	109.53 %
100-3210-30-523500	TRAVEL	4,587	53,802	60,000	89.67 %
100-3210-30-523600	DUES & FEES	1,007	11,436	20,800	54.98 %
100-3210-30-523700	EDUCATION/TRAINING	2,930	74,419	175,500	42.40 %
100-3210-30-523900	CONTRACTUAL SERVICES	-	-	7,500	- %
100-3210-30-523950	MERCHANT SVCS CHARGES	270	2,127	2,500	85.09 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	8,776	67,393	60,000	112.32 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	172	1,267	2,000	63.36 %
100-3210-30-531220	NATURAL GAS	-	13,058	17,000	76.81 %
100-3210-30-531230	ELECTRICITY	3,719	39,169	55,000	71.22 %
100-3210-30-531270	GASOLINE	48,589	554,514	785,000	70.64 %
100-3210-30-531300	HOSPITALITY	1,972	20,179	30,000	67.26 %
100-3210-30-531600	POLICE EQUIPMENT	18,217	63,310	167,520	37.79 %
100-3210-30-531750	UNIFORMS	19,031	174,813	249,130	70.17 %
100-3210-30-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		343,135	4,104,763	5,590,907	73.42 %
TOTAL POLICE		1,939,732	21,171,834	26,818,559	78.94 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	697,701	7,155,194	8,677,789	82.45 %
100-3510-30-511110	BONUSES	-	258,900	207,700	124.65 %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	11,453	113,476	150,000	75.65 %
100-3510-30-511300	OVERTIME	40,023	404,148	415,000	97.39 %
100-3510-30-512101	HEALTH INSURANCE	147,569	1,362,661	1,592,560	85.56 %
100-3510-30-512102	DISABILITY INSURANCE	2,912	102,461	66,793	153.40 %
100-3510-30-512103	DENTAL INSURANCE	6,825	63,929	79,709	80.20 %
100-3510-30-512104	LIFE INSURANCE	5,953	51,005	66,977	76.15 %
100-3510-30-512200	SOCIAL SECURITY	43,862	460,480	538,023	85.59 %
100-3510-30-512300	MEDICARE	10,258	108,437	125,828	86.18 %
100-3510-30-512401	RETIREMENT 401A	79,836	743,943	1,041,335	71.44 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	31,363	318,852	433,889	73.49 %
100-3510-30-512600	UNEMPLOYMENT TAX	1,029	11,454	15,000	76.36 %
100-3510-30-512700	WORKERS' COMPENSATION	-	213,774	173,556	123.17 %
Salaries & Benefits		1,078,783	11,368,715	13,584,159	83.69 %
100-3510-30-521200	PROFESSIONAL SERVICES	543	2,801	14,300	19.59 %
100-3510-30-521300	TECHNICAL SERVICES	2,525	94,882	137,645	68.93 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	4,925	48,580	66,500	73.05 %
100-3510-30-522220	REP & MAINT-BUILDINGS	3,755	50,655	60,300	84.01 %
100-3510-30-522230	REP & MAINT-VEHICLES	32,111	262,712	257,000	102.22 %
100-3510-30-523200	COMMUNICATIONS	4,493	45,213	53,000	85.31 %
100-3510-30-523400	PRINTING & BINDING	-	2,594	3,800	68.26 %
100-3510-30-523500	TRAVEL	7,667	38,887	48,000	81.01 %
100-3510-30-523600	DUES & FEES	290	12,339	12,000	102.83 %
100-3510-30-523700	EDUCATION/TRAINING	1,389	40,193	76,000	52.89 %
100-3510-30-523900	CONTRACTUAL SERVICES	7,754	91,180	154,000	59.21 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	8,304	78,782	82,500	95.49 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	4,203	84,777	130,000	65.21 %
100-3510-30-531210	WATER	953	11,471	25,000	45.89 %
100-3510-30-531220	NATURAL GAS	-	14,606	35,000	41.73 %
100-3510-30-531230	ELECTRICITY	1,582	25,208	52,000	48.48 %
100-3510-30-531270	GASOLINE	13,995	181,329	315,000	57.56 %
100-3510-30-531300	HOSPITALITY	738	7,891	14,560	54.19 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	3,446	35,015	70,000	50.02 %
100-3510-30-531750	UNIFORMS	2,098	100,514	138,000	72.84 %
100-3510-30-542400	COMPUTER EQUIPMENT	-	2,898	3,000	96.60 %
100-3510-30-579000	CONTINGENCIES	-	-	50,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	634,445	1,056,271	1,178,929	89.60 %
100-3510-30-582200	CAPITAL LEASE INTEREST	63,891	96,548	91,277	105.78 %
Operations & Capital		799,108	2,385,346	3,067,811	77.75 %
TOTAL FIRE		1,877,891	13,754,062	16,651,970	82.60 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	8,410	85,784	108,735	78.89 %
100-3810-30-511110	BONUSES	-	4,250	1,525	278.69 %
100-3810-30-512101	HEALTH INSURANCE	-	3,352	6,897	48.60 %
100-3810-30-512102	DISABILITY INSURANCE	35	253	571	44.39 %
100-3810-30-512103	DENTAL INSURANCE	28	270	343	78.65 %
100-3810-30-512104	LIFE INSURANCE	72	518	847	61.14 %
100-3810-30-512200	SOCIAL SECURITY	523	5,547	6,742	82.28 %
100-3810-30-512300	MEDICARE	122	1,297	1,577	82.26 %
100-3810-30-512401	401A RETIREMENT	1,009	9,396	13,048	72.01 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	421	2,944	5,437	54.14 %
100-3810-30-512600	UNEMPLOYMENT TAX	7	91	109	83.10 %
100-3810-30-512700	WORKERS' COMPENSATION	-	241	217	111.22 %
Salaries & Benefits		10,627	113,944	146,048	78.02 %
100-3810-30-521200	PROFESSIONAL SERVICES	65,000	260,000	260,000	100.00 %
100-3810-30-521300	TECHNICAL SERVICES	-	7,220	8,200	88.05 %
100-3810-30-522210	REP & MAINT-EQUIPMENT	1,014	3,030	5,000	60.59 %
100-3810-30-523200	COMMUNICATIONS	287	2,878	2,400	119.91 %
100-3810-30-523500	TRAVEL	60	60	5,500	1.09 %
100-3810-30-523700	EDUCATION/TRAINING	-	-	1,000	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	2,356	11,837	30,000	39.46 %
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	130,828	654,141	675,000	96.91 %
100-3810-30-579000	CONTINGENCY	-	-	50,000	- %
Operations & Capital		199,545	940,452	1,165,600	80.68 %
TOTAL EMERGENCY MANAGEMENT		210,171	1,054,396	1,311,648	80.39 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	230,528	2,301,570	2,966,437	77.59 %
100-4100-40-511110	BONUSES	-	51,475	55,425	92.87 %
100-4100-40-512101	HEALTH INSURANCE	39,032	353,000	392,236	90.00 %
100-4100-40-512102	DISABILITY INSURANCE	1,177	10,775	19,410	55.51 %
100-4100-40-512103	DENTAL INSURANCE	1,958	18,120	22,123	81.90 %
100-4100-40-512104	LIFE INSURANCE	2,310	21,185	22,526	94.05 %
100-4100-40-512200	SOCIAL SECURITY	13,783	139,448	183,919	75.82 %
100-4100-40-512300	MEDICARE	3,223	32,923	43,013	76.54 %
100-4100-40-512401	401A RETIREMENT	26,723	235,480	355,972	66.15 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	10,636	102,576	148,322	69.16 %
100-4100-40-512600	UNEMPLOYMENT TAX	214	3,367	3,200	105.23 %
100-4100-40-512700	WORKERS' COMPENSATION	-	45,459	35,597	127.71 %
Salaries & Benefits		329,584	3,315,379	4,248,180	78.04 %
100-4100-40-521200	PROFESSIONAL SERVICES	19,040	31,320	70,000	44.74 %
100-4100-40-521300	TECHNICAL SERVICES	1,677	216,597	295,426	73.32 %
100-4100-40-522230	REP & MAINT-VEHICLES	1,626	14,202	18,000	78.90 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	1,642	33,456	75,000	44.61 %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	31,563	38,000	83.06 %
100-4100-40-522270	SIDEWALK MAINTENANCE	-	74,265	75,000	99.02 %
100-4100-40-522280	FIBER MAINTENANCE	-	1,500	75,000	2.00 %
100-4100-40-523200	COMMUNICATIONS	3,068	27,948	44,444	62.88 %
100-4100-40-523500	TRAVEL	1,057	6,117	17,500	34.96 %
100-4100-40-523600	DUES & FEES	107	5,660	7,000	80.86 %
100-4100-40-523700	EDUCATION/TRAINING	511	14,979	25,000	59.91 %
100-4100-40-523900	CONTRACTUAL SERVICES	455,838	3,546,762	5,087,000	69.72 %
100-4100-40-523900 REMVL	CONTRACTUAL SERVICES	71,508	233,183	350,000	66.62 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	24,695	32,893	50,000	65.79 %
100-4100-40-531235	STREET LIGHTS	104,970	1,086,232	1,575,000	68.97 %
100-4100-40-531270	GASOLINE	1,851	26,682	45,000	59.29 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	(79)	9,103	41,000	22.20 %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	-	5,000	- %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	13,132	124,653	200,000	62.33 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	5,340	9,144	33,000	27.71 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	36,499	183,906	300,000	61.30 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	624	43,190	41,000	105.34 %
100-4100-40-531750	UNIFORMS	193	8,123	10,400	78.11 %
100-4100-40-542100	MACHINERY & EQUIPMENT	-	88,700	125,000	70.96 %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	32,616	116,781	175,000	66.73 %
100-4100-40-579000	CONTINGENCIES	-	-	200,000	- %
Operations & Capital		775,918	5,966,958	8,977,770	66.46 %
TOTAL PUBLIC WORKS		1,105,502	9,282,337	13,225,950	70.18 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	11,133	114,193	138,795	82.27 %
100-4900-10-511110	BONUSES	-	3,825	4,275	89.47 %
100-4900-10-512101	HEALTH INSURANCE	1,161	14,362	11,643	123.36 %
100-4900-10-512102	DISABILITY INSURANCE	46	416	1,142	36.42 %
100-4900-10-512103	DENTAL INSURANCE	46	544	563	96.57 %
100-4900-10-512104	LIFE INSURANCE	95	852	1,032	82.51 %
100-4900-10-512200	SOCIAL SECURITY	659	6,973	8,605	81.03 %
100-4900-10-512300	MEDICARE	154	1,631	2,013	81.01 %
100-4900-10-512401	401A RETIREMENT	1,330	12,404	16,655	74.47 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	554	5,649	6,940	81.40 %
100-4900-10-512600	UNEMPLOYMENT TAX	44	212	694	30.50 %
100-4900-10-512700	WORKERS' COMPENSATION	-	313	278	112.46 %
Salaries & Benefits		15,223	161,372	192,635	83.77 %
100-4900-10-521200	PROFESSIONAL SERVICES	6,145	100,330	130,000	77.18 %
100-4900-10-521300	TECHNICAL SERVICES	-	19,414	20,000	97.07 %
100-4900-10-523200	COMMUNICATIONS	78	783	1,000	78.34 %
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		6,223	121,557	166,500	73.01 %
TOTAL FLEET MANAGEMENT		21,446	282,929	359,135	78.78 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	68,934	735,415	934,469	78.70 %
100-6110-50-511110	BONUSES	-	22,900	27,675	82.75 %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	14,407	175,068	250,000	70.03 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	9,316	99,968	145,000	68.94 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	739	15,450	95,000	16.26 %
100-6110-50-512101	HEALTH INSURANCE	9,921	85,372	142,280	60.00 %
100-6110-50-512102	DISABILITY INSURANCE	297	2,403	7,421	32.38 %
100-6110-50-512103	DENTAL INSURANCE	403	3,692	6,903	53.49 %
100-6110-50-512104	LIFE INSURANCE	585	4,903	7,987	61.38 %
100-6110-50-512200	SOCIAL SECURITY	5,685	62,199	57,937	107.36 %
100-6110-50-512300	MEDICARE	1,329	14,802	13,550	109.24 %
100-6110-50-512401	401A RETIREMENT	8,228	74,058	112,136	66.04 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	3,428	34,107	46,723	73.00 %
100-6110-50-512600	UNEMPLOYMENT TAX	395	2,976	2,500	119.06 %
100-6110-50-512700	WORKERS' COMPENSATION	-	25,121	18,689	134.42 %
Salaries & Benefits		123,667	1,358,435	1,868,270	72.71 %
100-6110-50-521300	TECHNICAL SERVICES	-	15,843	14,818	106.92 %
100-6110-50-522100	CLEANING SERVICES	28,400	119,955	110,000	109.05 %
100-6110-50-522220	REP & MAINT-BUILDINGS	720	14,802	10,000	148.02 %
100-6110-50-522230	REP & MAINT-VEHICLES	493	14,237	8,000	177.96 %
100-6110-50-522240	REP & MAINT-PARKS	80,134	547,476	443,000	123.58 %
100-6110-50-523200	COMMUNICATIONS	1,067	11,206	17,005	65.90 %
100-6110-50-523300	ADVERTISING	10,212	19,531	10,000	195.31 %
100-6110-50-523500	TRAVEL	-	1,869	7,000	26.71 %
100-6110-50-523600	DUES & FEES	-	3,107	5,000	62.13 %
100-6110-50-523700	EDUCATION/TRAINING	30	4,202	6,000	70.03 %
100-6110-50-523900	CONTRACTUAL SERVICES	82,564	547,698	850,000	64.44 %
100-6110-50-523950	MERCHANT SVCS CHARGES	1,302	13,223	12,500	105.78 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	567	6,249	8,000	78.12 %
100-6110-50-531102	PROGRAM SUPPLIES	9,546	62,351	70,000	89.07 %
100-6110-50-531210	WATER	2,015	30,392	66,500	45.70 %
100-6110-50-531220	NATURAL GAS	-	10,206	13,500	75.60 %
100-6110-50-531230	ELECTRICITY	11,350	110,824	162,245	68.31 %
100-6110-50-531270	GASOLINE	2,060	17,908	30,000	59.69 %
100-6110-50-531300	HOSPITALITY	343	1,298	2,000	64.92 %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	5,339	41,858	50,000	83.72 %
100-6110-50-531750	UNIFORMS	920	3,822	4,000	95.55 %
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		237,061	1,652,517	2,102,068	78.61 %
TOTAL PARKS & RECREATION		360,728	3,010,952	3,970,338	75.84 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	237,221	2,342,212	3,295,772	71.07 %
100-7450-60-511110	BONUSES	-	53,700	75,875	70.77 %
100-7450-60-512101	HEALTH INSURANCE	42,645	378,461	585,081	64.69 %
100-7450-60-512102	DISABILITY INSURANCE	990	8,573	25,119	34.13 %
100-7450-60-512103	DENTAL INSURANCE	1,702	15,203	28,636	53.09 %
100-7450-60-512104	LIFE INSURANCE	1,961	16,892	25,978	65.02 %
100-7450-60-512200	SOCIAL SECURITY	14,487	142,659	204,338	69.82 %
100-7450-60-512300	MEDICARE	3,388	33,440	47,789	69.98 %
100-7450-60-512401	401A RETIREMENT	26,100	229,023	395,493	57.91 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	9,847	98,447	164,789	59.74 %
100-7450-60-512600	UNEMPLOYMENT TAX	392	4,408	4,000	110.20 %
100-7450-60-512700	WORKERS' COMPENSATION	-	28,470	19,775	143.97 %
Salaries & Benefits		338,734	3,351,490	4,872,645	68.78 %
100-7450-60-521200	PROFESSIONAL SERVICES	6,225	191,395	300,000	63.80 %
100-7450-60-521300	TECHNICAL SERVICES	-	124,387	231,500	53.73 %
100-7450-60-522230	REP & MAINT-VEHICLES	1,207	13,071	15,000	87.14 %
100-7450-60-523200	COMMUNICATIONS	2,482	24,115	30,250	79.72 %
100-7450-60-523300	ADVERTISING	3,770	16,354	20,000	81.77 %
100-7450-60-523500	TRAVEL	936	11,279	13,000	86.76 %
100-7450-60-523600	DUES & FEES	1,363	7,111	12,000	59.26 %
100-7450-60-523700	EDUCATION/TRAINING	354	21,634	24,500	88.30 %
100-7450-60-523900	CONTRACTUAL SERVICES	7,980	97,415	120,000	81.18 %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	718	6,539	16,000	40.87 %
100-7450-60-531270	GASOLINE	2,883	29,762	45,000	66.14 %
100-7450-60-531300	HOSPITALITY	621	8,568	10,000	85.68 %
100-7450-60-531750	UNIFORMS	466	4,122	7,500	54.96 %
100-7450-60-542300	FURNITURE & FIXTURES	-	11,833	39,000	30.34 %
100-7450-60-579000	CONTINGENCIES	-	-	25,000	- %
Operations & Capital		29,005	567,586	908,750	62.46 %
TOTAL COMMUNITY DEVELOPMENT		367,740	3,919,075	5,781,395	67.79 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
<i>ECONOMIC DEVELOPMENT EXPENDITURES</i>					
100-7520-60-511100	SALARIES	12,626	100,820	264,683	38.09 %
100-7520-60-511110	BONUSES	-	3,000	2,750	109.09 %
100-7520-60-512101	HEALTH INSURANCE	1,161	8,391	6,897	121.66 %
100-7520-60-512102	DISABILITY INSURANCE	49	319	1,142	27.92 %
100-7520-60-512103	DENTAL INSURANCE	18	173	220	78.80 %
100-7520-60-512104	LIFE INSURANCE	100	653	602	108.52 %
100-7520-60-512200	SOCIAL SECURITY	760	6,256	16,410	38.12 %
100-7520-60-512300	MEDICARE	178	1,463	3,838	38.12 %
100-7520-60-512401	401A RETIREMENT	1,398	7,523	31,762	23.68 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	582	3,922	13,234	29.64 %
100-7520-60-512600	UNEMPLOYMENT TAX	94	347	1,323	26.21 %
100-7520-60-512700	WORKERS' COMPENSATION	-	773	529	146.13 %
Salaries & Benefits		16,965	133,640	343,390	38.92 %
100-7520-60-521205	PROF SVCS-OTHER	2,500	30,340	175,000	17.34 %
100-7520-60-523200	COMMUNICATIONS	86	686	1,104	62.16 %
100-7520-60-523300	ADVERTISING	-	14,100	29,778	47.35 %
100-7520-60-523500	TRAVEL	12	720	4,164	17.30 %
100-7520-60-523600	DUES & FEES	561	14,576	25,597	56.95 %
100-7520-60-523700	EDUCATION/TRAINING	-	1,030	6,200	16.61 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	-	255	500	50.92 %
100-7520-60-531300	HOSPITALITY	455	4,618	37,897	12.19 %
Operations & Capital		3,614	66,326	280,240	23.67 %
TOTAL ECONOMIC DEVELOPMENT		20,579	199,966	623,630	32.06 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	17,631	175,214	210,549	83.22 %
100-9000-90-582300	NOTE INTEREST EXPENSE	1,980	20,894	24,781	84.31 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	1,850,732	19,364,797	23,066,260	83.95 %
100-9000-90-611352	TRANSFER OUT TO FLEET	335,807	3,358,067	4,029,680	83.33 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	8,426,591	13,114,428	13,614,428	96.33 %
100-9000-90-611561	XFER OUT TO STORMWATER	158,750	1,587,500	1,905,000	83.33 %
Operations & Capital		10,791,490	37,620,899	42,850,698	87.80 %
	TOTAL TRANSFERS	10,791,490	37,620,899	42,850,698	87.80 %
	TOTAL EXPENDITURES	\$18,127,073	\$106,728,835	\$134,403,867	79.41 %
GENERAL FUND - 100		(\$11,064,259)	\$10,345,046	(\$24,713,447)	(41.86%)

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	1,516	60,550	10,000	605.50 %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	76,495	209,837	125,000	167.87 %
	TOTAL FINES & FORFEITURES	78,011	270,387	135,000	200.29 %
	TOTAL REVENUES	\$78,011	\$270,387	\$135,000	200.29 %
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	2,843	22,246	175,000	12.71 %
210-3210-30-531750	UNIFORMS	728	32,345	-	- %
210-3210-30-542200	MOTOR VEHICLES	-	85,000	-	- %
	TOTAL POLICE	3,572	158,716	184,500	86.03 %
	TOTAL EXPENDITURES	\$3,572	\$158,716	\$184,500	86.03 %
CONFISCATED ASSET FUND - 210		\$74,440	\$111,671	(\$49,500)	(225.60%)

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
215-0000-30-342500	ALL REVENUE	277,641	2,799,045	3,000,000	93.30 %
	TOTAL CHARGES & FEES	277,641	2,799,045	3,000,000	93.30 %
	TOTAL REVENUES	\$277,641	\$2,799,045	\$3,000,000	93.30 %
EMERGENCY MANAGEMENT EXPENDITURES					
215-3810-30-572000	PAYMENTS TO OTHER AGENCIES	277,641	2,799,045	3,000,000	93.30 %
	TOTAL EMERGENCY MANAGEMENT	277,641	2,799,045	3,000,000	93.30 %
	TOTAL EXPENDITURES	\$277,641	\$2,799,045	\$3,000,000	93.30 %
E911 FUND - 215		\$-	\$-	\$-	- %

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	13,800	236,686	600,000	39.45 %
	TOTAL CHARGES & FEES	13,800	236,686	600,000	39.45 %
	TOTAL REVENUES	\$13,800	\$236,686	\$600,000	39.45 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-511100	SALARIES	5,414	41,963	65,000	64.56 %
220-6240-00-512101	HEALTH INSURANCE	523	3,536	20,395	17.34 %
220-6240-00-512102	DISABILITY INSURANCE	23	250	571	43.84 %
220-6240-00-512103	DENTAL INSURANCE	18	122	1,185	10.33 %
220-6240-00-512104	LIFE INSURANCE	46	331	767	43.14 %
220-6240-00-512200	SOCIAL SECURITY	332	2,456	3,887	63.19 %
220-6240-00-512300	MEDICARE	78	718	909	78.96 %
220-6240-00-512401	401A RETIREMENT	650	3,152	7,524	41.89 %
220-6240-00-512402	401A RETIREMENT-457 MATCH	-	617	3,135	19.69 %
220-6240-00-512600	UNEMPLOYMENT TAX	5	5	75	6.40 %
220-6240-00-512700	WORKERS' COMPENSATION	-	625	650	96.11 %
	TOTAL TREE FUND EXPENSE	7,088	53,776	104,098	51.66 %
TRANSFERS OUT EXPENDITURES					
220-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	-	430,702	- %
	TOTAL TRANSFERS OUT	-	-	430,702	- %
	TOTAL EXPENDITURES	\$7,088	\$53,776	\$534,800	10.06 %
TREE FUND - 220		\$6,712	\$182,911	\$65,200	280.54 %

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	-	939,628	775,000	121.24 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	-	99,880	60,000	166.47 %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	-	418,952	440,000	95.22 %
	TOTAL CHARGES & FEES	-	1,458,460	1,275,000	114.39 %
	TOTAL REVENUES	\$-	\$1,458,460	\$1,275,000	114.39 %
TRANSFERS EXPENDITURES					
225-0000-90-611351 PARKS	TRANSFER TO CAPITAL PROJECTS	-	-	3,926,295	- %
225-0000-90-611351 TRANS	TRANSFER TO CAPITAL PROJECTS	-	-	1,714,398	- %
	TOTAL TRANSFERS	-	-	5,640,692	- %
	TOTAL EXPENDITURES	\$-	\$-	\$5,640,692	- %
IMPACT FEE FUND - 225		\$-	\$1,458,460	(\$4,365,692)	(33.41%)

**CDBG FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	11,762	81,224	-	- %
	TOTAL INVESTMENT INCOME	11,762	81,224	-	- %
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	\$11,762	\$639,132	\$648,339	98.58 %
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	119	1,801	-	- %
245-7450-60-541400 AC182	INFRASTRUCTURE	2,479	214,427	2,381,965	9.00 %
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	2,597	216,228	3,155,042	6.85 %
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	\$2,597	\$581,525	\$3,520,339	16.52 %
CDBG FUND - 245		\$9,165	\$57,607	(\$2,872,000)	(2.01%)

**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	420,329	3,576,548	3,500,000	102.19 %
	TOTAL TAXES	420,329	3,576,548	3,500,000	102.19 %
	TOTAL REVENUES	\$420,329	\$3,576,548	\$3,500,000	102.19 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	120,046	1,021,462	999,600	102.19 %
275-9000-90-611555	TRANSFER OUT TO ARTS CENTER	165,189	1,405,583	1,375,500	102.19 %
275-9000-90-611850	TRANSFER TO HOSPITALITY	135,094	1,149,503	1,124,900	102.19 %
	TOTAL TRANSFERS	420,329	3,576,548	3,500,000	102.19 %
	TOTAL EXPENDITURES	\$420,329	\$3,576,548	\$3,500,000	102.19 %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	7,576	62,998	75,000	84.00 %
	TOTAL TAXES	7,576	62,998	75,000	84.00 %
	TOTAL REVENUES	\$7,576	\$62,998	\$75,000	84.00 %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	7,576	62,998	75,000	84.00 %
	TOTAL RMVET EXPENDITURES	7,576	62,998	75,000	84.00 %
	TOTAL EXPENDITURES	\$7,576	\$62,998	\$75,000	84.00 %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	APRIL MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		-	-	95,343,840	95,343,840	-
PCID PASSTHROUGH GRANT	TS192	-	-	-	5,900,000	5,900,000
INTEREST REVENUE		-	-	247,459	247,459	-
		\$-	\$-	\$95,591,298	\$101,491,298	\$5,900,000
TRANSPORTATION						
TIER 1 - UNCOMMITTED	TS100	-	-	-	2,387,786	2,387,786
TEI-Spalding@Dalrymple/Trowbridge	TS103	-	-	2,422,873	2,422,873	-
TEI-Roswell@GrogansFerry	TS105	293,716	1,353,540	4,844,486	4,800,000	(44,486)
TEI-Riverview@Northside	TS106	1,571	30,172	3,926,246	4,402,748	476,503
TEI-SCOOT Upgrade	TS107	-	-	1,484,961	1,484,961	-
TEI-Roswell@Dalrymple	TS108	7,293	17,126	270,586	2,840,000	2,569,414
TEI-MountParan@PowersFerry	TS110	-	-	346,739	346,739	-
TEI-Spalding@Pitts	TS111	57,077	465,782	885,162	2,818,179	1,933,017
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	45,912	274,689	675,064	759,155	84,091
SWP-DunwoodyClub:Spalding/Fenimore	TS169	-	25,793	1,036,283	1,165,000	128,717
SWP-InterstateN:CityLimit/Northside	TS170	149,210	635,464	2,594,977	2,646,272	51,295
SWP-Roberts:Northridge/DavisAcademy	TS171	-	-	446,377	446,377	-
SWP-BrandonMill:LostForest/BrandonR	TS172	5,300	16,450	251,431	2,465,000	2,213,569
JohnsonFerry/MountVernon Efficiency	TS191	1,113,231	4,103,458	6,404,474	26,300,000	19,895,526
MountVernon Multiuse Path	TS192	40,031	941,907	3,061,975	13,474,500	10,412,525
Hammond Phase 1 (ROW/Design)	TS193	-	71,928	12,504,958	12,498,000	(6,958)
T-SPLOST Admin Costs	TS999	79,571	749,484	5,503,260	7,550,000	2,046,740
		\$1,792,911	\$8,200,126	\$52,171,647	\$101,491,298	\$49,319,651
TSPLOST-2016 FUND - 335		(\$1,792,911)	(\$8,200,126)	\$43,419,651	\$-	(\$43,419,651)

PROJECT DESCRIPTION	PROJ #	APRIL MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		1,937,529	17,822,210	23,873,805	114,680,913	90,807,108
		\$1,937,529	\$17,822,210	\$23,873,805	\$114,680,913	\$90,807,108
INFRASTRUCTURE						
TIER 1 - UNCOMMITTED	S2100	-	-	-	1,153	1,153
OSI-Fiber:RingA	S2101	-	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	-	-	141,436	930,000	788,564
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	1,500	2,020	54,840	115,000	60,160
PSW-Evergreen:Greenwood/PtreeDunwoo	S2164	1,500	1,500	64,540	355,000	290,460
PSW-Riverside:I285/MtVernon	S2165	-	-	160,675	885,000	724,325
PSW-MtVernon:GlenErrol/500	S2167	-	520	82,300	450,000	367,700
PSW-Hilderbrand:Gym/Roswell	S2168	13,623	17,529	95,107	520,000	424,893
PSW-Carpenter:345	S2169	-	-	-	85,000	85,000
PSW-MtVernon:DeClaire/LongIsland	S2170	1,451	12,102	76,959	215,000	138,041
PSW-Dalrymple:Glencourtney/605	S2171	-	-	-	1,200,000	1,200,000
PSW-Glenridge:Canopy/GlenridgeClose	S2172	3,200	3,720	42,020	225,000	182,980
PSW-LongIsland:5910	S2174	-	-	-	75,000	75,000
PSW-Trowbridge:SpaldingTrail/Trowbr	S2175	1,500	2,020	72,520	95,000	22,480
PSW-PowersFerry:NewNorthside/6201	S2177	16,242	28,808	103,464	385,000	281,536
PSW-Spalding:NesbittFerry/SpaldingL	S2179	1,500	1,500	62,140	550,000	487,860
PSW-HolcombBridge:RiverExchange/Spa	S2182	-	-	-	450,000	450,000
PSW-JettFerry:JettFerryCt/Spalding	S2184	-	40,238	130,783	700,000	569,217
PSW-LakeForest Sidewalk	S2185	21,208	47,049	219,711	2,140,000	1,920,289
PSW-MtParan&PowersFerry:Rebel/Carol	S2186	-	25,478	246,591	2,400,000	2,153,409
Gap Fill Sidewalks	S2188	30,474	30,474	155,625	500,000	344,375
PSW-UNASSIGNED	S2189	-	-	-	80,000	80,000
CRL-Hammond Drive Widening	S2193	302,187	1,915,485	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
		\$394,384	\$2,129,343	\$9,298,883	\$114,680,913	\$105,382,030
TSPLOST-2021 FUND - 336		\$1,543,145	\$15,692,868	\$14,574,922	\$-	(\$14,574,922)

PROJECT DESCRIPTION	PROJ #	APRIL MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
CAPITAL CONTINGENCY	C9999	-	-	-	2,975,886	2,975,886
		\$-	\$-	\$-	\$2,975,886	\$2,975,886
FACILITIES						
TROWBRIDGE FACILITY	F0005	-	619	2,163,439	2,510,000	346,561
BACK-UP E911 CALL CENTER	F0007	-	10,306	234,927	350,000	115,073
HERITAGE/GA COMM ON THE HOLOCAUST	F0008	20,075	37,300	97,452	100,000	2,548
WAYFINDING SIGNAGE	F2101	9,707	458,250	821,032	1,500,000	678,968
CISTERN IMPROVEMENTS	F2102	-	31,985	637,429	685,000	47,571
CITY CENTER MASTER PLAN UPDATE	F2103	-	56,059	194,144	194,144	-
VETERANS PARK	F2104	44,915	943,764	1,406,690	4,536,000	3,129,310
ELECTRIC VEHICLE CHARGING STATIONS	F2201	-	8,395	33,232	75,738	42,506
MT VERNON MULTI PATH CAMERA	F2202	-	4,792	7,816	7,816	-
HVAC CHILLER PLANT MINI SPLIT	F2204	-	17,248	17,248	17,248	-
FACILITIES MAINTENANCE	F2205	48,130	187,741	762,327	1,772,390	1,010,063
ABERNATHY SITE IMP	F2206	-	4,342	45,824	1,000,000	954,176
CITY SPRINGS - BOX OFFICE	F2301	30,417	30,417	30,417	30,417	-
CITY SPRINGS - ARTIFICIAL TURF	F2302	10,250	10,250	46,600	350,000	303,400
CITY SPRINGS - ELECTRICAL	F2303	-	26,685	29,650	50,000	20,350
TEMP FIRE STATION 1	F2305	4,995	63,575	77,909	177,909	100,000
FIREFIGHTER TURN OUT GEAR	FD221	2,889	147,279	327,446	346,000	18,554
ADMIN VEHICLES	FD224	-	349,664	349,664	349,664	-
FIRE DEPT RADIOS	FD225	144,776	164,180	628,082	628,082	-
ALERTING SYSTEM (WESTNET)	FD231	-	64,265	169,924	202,000	32,076
FIRE EQUIPMENT REPLACEMENT	FD232	27,647	27,647	49,807	50,000	193
LUCAS DEVICES	FD233	-	66,200	66,200	75,000	8,800
TECHNICAL RESCUE TOOLS	FD235	-	1,867	44,440	55,000	10,560
KNOX BOX REPLACEMENT	FD236	-	29,750	29,750	29,750	-
		\$343,801	\$2,742,581	\$8,271,453	\$15,092,160	\$6,820,706
CITY CENTER						
LAND ACQUISITION & DEMOLITION	CC001	42,540	1,554,097	35,711,817	35,855,213	143,396
UTILITIES RELOCATION	CC006	-	(335,834)	4,246,520	6,734,555	2,488,035
SANDY SPRINGS CIRCLE PHASE 2	CC010	-	3,436	6,980,043	7,507,570	527,527
		\$42,540	\$1,221,699	\$46,938,379	\$50,097,338	\$3,158,958
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	-	62,100	302,513	302,513	-
VETERANS PARK ARTWORK	A0003	-	-	-	48,000	48,000
		\$-	\$62,100	\$302,513	\$350,513	\$48,000
I2202						
NETWORK HARDWARE REPLACEMENT	I2202	-	357,351	523,888	555,184	31,296
		\$-	\$357,351	\$523,888	\$555,184	\$31,296
V2201						
FLEET ELECTRIC VEHICLES	V2201	-	2,421	227,499	380,260	152,761
		\$-	\$2,421	\$227,499	\$380,260	\$152,761

PROJECT DESCRIPTION	PROJ #	APRIL MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	42,286	106,861	2,084,930	8,406,826	6,321,896
CHATTAHOOCHEE RIVER BRIDGE	T0035	-	-	143,566	860,000	716,434
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	575	8,447	1,727,376	1,937,354	209,978
CITY CENTER TRANSPORTATION NETWORK	T0058	-	116,060	3,746,659	5,115,000	1,368,341
PATH-400 PRE-CONSTR AND UNASSIGNED	T0060	-	752,194	2,407,031	5,946,919	3,539,888
NORTH END REVITALIZATION	T0063	-	-	673,799	1,550,000	876,201
PEACHTREE @ TELFORD IMPROVEMENT	T0064	237,795	986,620	2,257,577	2,310,937	53,360
SR140 HOLCOMB @ SPALDING ROW	T0066	-	108,999	124,799	450,000	325,201
MT VERNON @ DUPREE SIGNAL	T0067	-	32,129	329,511	329,511	-
PEACHTREE-DUNWOODY@WINDSOR	T0069	195	254,459	1,007,196	1,400,000	392,804
ACCESS MANAGEMENT PLAN	T0070	-	98,113	405,168	405,168	-
NORTH END ROSWELL ROAD BOULEVARD	T0071	-	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	503	503	503	100,000	99,497
PCID – GLENRIDGE CONN@JOHNSON FERRY	T2302	-	-	-	80,000	80,000
PCID –HAMMOND @ GA400 TURN LANE	T2303	-	-	-	200,000	200,000
ATMS-5	T2304	-	-	-	300,000	300,000
HIGH POINT ROAD PED XING	T2305	-	-	69,000	80,000	11,000
INTERSTATE WAYFINDING END COLUMN	T2306	-	-	-	150,000	150,000
JOHNSON FERRY PED LIGHTING	T2307	-	850,900	850,900	900,000	49,100
ROSWELL@LAKE PLACID	T2308	9,675	27,900	69,500	225,000	155,500
PAVEMENT MANAGEMENT PROGRAM	T3000	933,991	2,613,489	66,436,987	67,007,358	570,370
CITY BEAUTIFICATION PROGRAM	T4000	110,459	119,867	434,356	912,572	478,216
SIDEWALK PROGRAM	T6000	-	35,728	10,315,838	10,630,500	314,662
INTERSECTIONS & OPERATIONAL	T7000	11,899	259,402	6,889,992	7,866,048	976,056
GUARDRAIL REPLACEMENT PROGRAM	T7500	-	94,452	769,668	1,584,150	814,482
LAKE FORREST DAM MAINTENANCE	T9000	-	28,415	1,756,676	3,554,882	1,798,206
BRIDGE & DAM MAINTENANCE	T9100	-	183,092	2,310,864	2,420,000	109,136
TRAFFIC MANAGEMENT PROGRAM	T9500	113,404	724,042	7,688,801	7,904,238	215,437
TMC FIBER PROGRAM	T9510	-	4,163	4,163	300,000	295,838
PUBLIC SAFETY BUILDING FIBER	T9520	875	15,620	286,680	500,000	213,320
TRAFFIC CALMING	T9600	14,693	34,609	345,836	429,823	83,987
		\$1,476,350	\$7,499,766	\$114,204,685	\$140,581,285	\$26,376,601

PROJECT DESCRIPTION	PROJ #	APRIL 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	-	194,169	4,610,763	4,958,981	348,218
MORGAN FALLS OVERLOOK PARK	P0009	-	138,710	4,361,827	4,361,827	-
OLD RIVERSIDE DRIVE PARK	P0019	-	-	1,578,439	5,578,439	4,000,000
CROOKED CREEK PARK	P0020	-	13,970	456,228	523,607	67,379
ISON SPRINGS ELEMENTARY (IGA)	P0025	-	21,974	256,814	256,814	-
CITY TRAIL DESIGN AND UNASSIGNED	P0028	-	38,031	492,476	3,750,000	3,257,524
RIVER SHORE MEADOWS PARK	P0029	-	-	22,650	125,000	102,350
PARKLAND ACQUISITION	P0031	-	-	3,305,055	3,350,000	44,945
TRAIL SEGMENT 2A P&E AND CONST	P2201	143,557	663,944	7,859,244	9,030,000	1,170,756
TRAIL ROW ACQUISITION	P2202	8,400	20,720	28,720	500,000	471,280
SANDY SPRINGS MIDDLE SCHOOL IGA	P2203	-	26,489	110,313	110,313	-
RIDGEVIEW MIDDLE SCHOOL IGA	P2204	-	75,000	75,000	75,000	-
NANCY CREEK STREAM RESTORATION	P2205	9,850	160,250	777,000	777,000	-
SUSTAINABILITY PLAN/POLICY	P2206	-	-	-	75,000	75,000
TREE FUND INVASIVE SPECIES REMOVAL	P2207	-	30,802	71,211	76,495	5,284
TREE FUND TREES ATLANTA PARTNERSHIP	P2208	-	5,000	107,450	202,450	95,000
TREE FUND CAPITAL PROJECTS	P2209	20,672	61,382	203,210	239,000	35,790
TREE FUND SURVEYS	P2210	-	10,000	34,000	34,000	-
TREE FUND MAINTENANCE	P2211	31,530	89,223	110,143	112,000	1,857
OLD RIVERSIDE MASTER PLAN	P2212	-	17,852	70,395	93,446	23,051
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	-	36,995	55,350	150,000	94,650
MORGAN FALLS ATHLETIC IMP	P2216	-	254,727	1,340,600	1,500,000	159,400
TREE FUND EDUCATION	P2301	43	1,557	1,557	20,000	18,443
TREE FUND PILOT PROJECTS	P2302	-	-	-	35,000	35,000
MOTOROLA RADIO REPLACEMENTS	PD222	-	86,664	212,158	212,158	-
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	149,940	-
BALLISTIC HELMET REPLACEMENT	PD231	-	20,999	20,999	20,999	-
K9 REPLACEMENT	PD232	-	-	-	15,500	15,500
FORENSIC WORKSTATION	PD234	-	19,599	19,599	19,599	-
POLICE AMMUNITION	PD235	-	295,398	295,398	349,530	54,132
		\$214,051	\$2,303,456	\$37,758,498	\$50,037,269	\$12,278,771
C CD221						
NEXT TEN 5YR UPDATE	CD221	-	18,543	140,935	140,935	-
		\$-	\$18,543	\$140,935	\$140,935	\$-
C CD231						
CITYWIDE DESIGN GUIDELINES	CD231	-	-	-	150,000	150,000
		\$-	\$-	\$-	\$150,000	\$150,000
C CD232						
CROSSROADS SMALL AREA PLAN	CD232	19,500	118,853	219,250	227,000	7,750
		\$19,500	\$118,853	\$219,250	\$227,000	\$7,750
I IT231						
WORKSTATION REPLACE/UPGRADE	IT231	3,076	242,110	242,110	242,110	-
		\$3,076	\$242,110	\$242,110	\$242,110	\$-
CAPITAL PROJECTS FUND - 351		\$2,099,318	\$14,568,879	\$208,829,210	\$260,829,939	\$52,000,729

**FLEET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
352-0000-90-391100	TRANSFER IN FROM GENERAL FUND	335,807	6,358,067	7,029,680	90.45 %
	TOTAL OTHER FINANCING SOURCES	335,807	6,358,067	7,029,680	90.45 %
	TOTAL REVENUES	\$335,807	\$6,358,067	\$7,029,680	90.45 %
POLICE CAPITAL EXPENDITURE EXPENDITURES					
352-3210-30-542200 FL234	MOTOR VEHICLES	-	61,405	61,405	100.00 %
352-3210-30-542200 FL235	MOTOR VEHICLES	108,392	1,304,605	1,593,839	81.85 %
	TOTAL POLICE CAPITAL EXPENDITURE	108,392	1,366,010	1,655,244	82.53 %
FIRE CAPITAL EXPENDITURE EXPENDITURES					
352-3510-30-542200 FL232	MOTOR VEHICLES	-	85,244	175,820	48.48 %
352-3510-30-542200 FL233	MOTOR VEHICLES	37,091	1,909,548	1,959,680	97.44 %
	TOTAL FIRE CAPITAL EXPENDITURE	37,091	1,994,792	2,135,500	93.41 %
PUBWKS CAPITAL EXPENDITURE EXPENDITURES					
352-4100-40-542200 FL236	MOTOR VEHICLES	-	56,227	57,227	98.25 %
	TOTAL PUBWKS CAPITAL EXPENDITURE	-	56,227	57,227	98.25 %
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	-	-	2,897,529	- %
352-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	164,180	164,180	100.00 %
	TOTAL TRANSFERS OUT	-	164,180	3,061,709	5.36 %
	TOTAL EXPENDITURES	\$145,483	\$3,688,252	\$7,029,680	52.47 %
FLEET FUND - 352		\$190,324	\$2,669,815	\$-	- %

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	12	750,424	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	40,780,613	98.77 %
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	-	26,698,031	26,698,031	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	483,328,781	483,828,629	99.90 %
360-9000-90-381100	CONTINGENT PAYMENT	-	1,519,120	1,519,120	100.00 %
360-9000-90-391100	TRANSFER IN FROM GENERAL FUND	8,426,591	70,687,023	70,687,023	100.00 %
360-9000-90-393100	REVENUE BOND PROCEEDS	-	8,299,542	8,299,542	100.00 %
TOTAL PFA OTHER FINANCING USES		8,426,591	80,505,685	80,505,685	100.00 %
TOTAL REVENUES		\$8,426,604	\$563,834,466	\$564,334,314	99.91 %
PUBLIC FACILITIES AUTHORITY EXPENDITURES					
360-1565-00-541300 PF008	BUILDINGS	3,625	44,433	2,400,000	1.85 %
TOTAL PUBLIC FACILITIES AUTHORITY		3,625	44,433	2,400,000	1.85 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	298,926	12,329,613	61,818,318	19.94 %
TOTAL PUBLIC FACILITIES - PUB SAF		298,926	12,329,613	61,818,318	19.94 %
PUBLIC FACILITIES - FIRE EXPENDITURES					
360-3510-00-541300 PF003	BUILDINGS	69,512	8,921,875	9,000,000	99.13 %
360-3510-00-541300 PF004	BUILDINGS	342,060	1,332,252	10,900,000	12.22 %
TOTAL PUBLIC FACILITIES - FIRE		411,572	10,254,127	19,900,000	51.53 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	25	19,296,336	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	226,158,443	226,158,318	100.00 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	7,250,000	29,610,000	29,610,000	100.00 %
360-8000-00-582100	INTEREST EXPENSE	2,688,038	46,894,870	46,894,870	100.00 %
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		9,938,038	242,867,678	242,867,678	100.00 %
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		\$10,652,186	\$502,844,295	\$564,334,314	89.10 %
PUBLIC FACILITIES AUTHORITY - 360		(\$2,225,582)	\$60,990,171	\$-	- %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL 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	2,200	13,600	200,000	6.80 %
555-0000-56-347900	TICKET REVENUE	92,315	1,196,795	1,098,000	109.00 %
555-0000-56-347910	FACILITY RENTALS	30,055	631,268	457,667	137.93 %
555-6196-56-347920	F&B REVENUE	111,169	1,183,600	551,500	214.61 %
	TOTAL CHARGES & FEES	235,739	3,044,163	2,327,167	130.81 %
555-0000-56-371000	OTHER CONTRIBUTIONS	-	-	309,300	- %
555-0000-90-389900	MISCELLANEOUS INCOME	4,381	50,699	37,500	135.20 %
	TOTAL MISCELLANEOUS	4,381	50,699	346,800	14.62 %
555-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	165,189	1,405,583	1,375,500	102.19 %
	TOTAL OTHER FINANCING SOURCES	165,189	1,405,583	1,375,500	102.19 %
555-0000-59-336000	SPONSORSHIPS	-	-	50,000	- %
	TOTAL OTHER REVENUES	-	-	50,000	- %
	TOTAL REVENUES	\$405,310	\$4,500,445	\$4,099,467	109.78 %
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	126,942	1,130,832	1,751,272	64.57 %
555-6191-51-511110	BONUSES	-	29,200	37,750	77.35 %
555-6191-51-511200	PT/TEMP EMPLOYEES	10,420	87,220	85,000	102.61 %
555-6191-51-512101	HEALTH INSURANCE	16,050	128,457	327,002	39.28 %
555-6191-51-512102	DISABILITY INSURANCE	475	3,791	14,272	26.56 %
555-6191-51-512103	DENTAL INSURANCE	722	6,353	19,023	33.40 %
555-6191-51-512104	LIFE INSURANCE	972	7,763	17,254	44.99 %
555-6191-51-512200	SOCIAL SECURITY	8,310	75,370	108,579	69.41 %
555-6191-51-512300	MEDICARE	1,943	17,627	25,393	69.42 %
555-6191-51-512401	401A RETIREMENT	11,597	93,361	210,153	44.43 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	4,887	43,787	87,564	50.01 %
555-6191-51-512600	UNEMPLOYMENT TAX	392	3,215	4,000	80.36 %
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	9,752	85,966	97,130	88.51 %
555-6191-51-522100	CLEANING SERVICES	4,500	51,510	50,000	103.02 %
555-6191-51-523200	COMMUNICATIONS	1,705	16,247	81,300	19.98 %
555-6191-51-523300	ADVERTISING	709	99,681	200,000	49.84 %
555-6191-51-523350	PROMOTIONS	-	-	47,000	- %
555-6191-51-523400	PRINTING & BINDING	-	229	9,500	2.41 %
555-6191-51-523500	TRAVEL	-	6,624	8,050	82.29 %
555-6191-51-523600	DUES & FEES	364	7,503	9,660	77.68 %
555-6191-51-523700	EDUCATION/TRAINING	-	976	9,700	10.06 %
555-6191-51-523800	LICENSES	-	9,877	8,400	117.59 %
555-6191-51-523900	CONTRACTUAL SERVICES	-	1,295	11,000	11.77 %
555-6191-51-523905	WEBSITE ENHANCEMENTS	-	-	81,300	- %
555-6191-51-523950	MERCHANT SVCS CHARGES	7,106	62,737	44,000	142.58 %
555-6191-51-531100	GENERAL SUPPLIES & MATLS	2,004	5,430	6,200	87.58 %
555-6191-51-531300	HOSPITALITY	401	1,489	2,000	74.43 %
555-6191-51-531750	UNIFORMS	-	547	11,000	4.97 %
555-6191-51-541200	SITE IMPROVEMENTS	2,449	43,640	-	- %
555-6191-51-542100	MACHINERY & EQUIPMENT	(79)	7,531	177,000	4.25 %
555-6191-51-542300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-579000	CONTINGENCIES	-	-	40,000	- %
	TOTAL ARTS CENTER - ADMINISTRATIO	211,619	2,032,305	3,624,005	56.08 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - THEATRE EXPENDITURES					
555-6192-52-521200	PROFESSIONAL SERVICES	20,833	67,590	100,000	67.59 %
555-6192-52-522220	REP & MAINT-BUILDINGS	563	73,754	103,000	71.61 %
555-6192-52-522330	OTHER RENTALS	-	11,042	55,600	19.86 %
555-6192-52-523300	ADVERTISING	11,793	23,338	152,500	15.30 %
555-6192-52-523850	ARTIST FEES	133,179	805,805	1,054,750	76.40 %
555-6192-52-523900	CONTRACTUAL SERVICES	58,181	263,089	129,425	203.28 %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	339	6,948	26,500	26.22 %
555-6192-52-531300	HOSPITALITY	-	1,311	56,800	2.31 %
555-6192-52-531500	COSTS OF GOODS SOLD	45,831	336,591	47,650	706.38 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	1,643	24,579	72,000	34.14 %
555-6192-52-531700	OTHER SUPPLIES	-	-	4,500	- %
TOTAL ARTS CENTER - THEATRE		272,362	1,614,047	1,802,725	89.53 %

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - CONFERENCE CTR EXPENDITURES					
555-6193-53-522220	REP & MAINT-BUILDINGS	530	1,130	20,000	5.65 %
555-6193-53-523300	ADVERTISING	1,696	4,969	15,000	33.13 %
555-6193-53-523900	CONTRACTUAL SERVICES	-	104,293	99,200	105.13 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	8,227	52,573	61,000	86.19 %
555-6193-53-531500	COSTS OF GOODS SOLD	-	-	163,200	- %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	3,581	9,695	35,000	27.70 %
555-6193-53-531700	OTHER SUPPLIES	-	509	8,000	6.36 %
TOTAL ARTS CENTER - CONFERENCE		14,034	173,169	401,400	43.14 %

GL ACCOUNT	DESCRIPTION	APRIL 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	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	2,394	74,640	107,200	69.63 %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	-	1,260	19,600	6.43 %
555-6195-55-531300	HOSPITALITY	573	1,487	3,800	39.12 %
555-6195-55-531350	SPECIAL EVENTS	73,785	747,251	1,042,516	71.68 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	47,000	- %
TOTAL ARTS CENTER - SPECIAL EVEN		76,752	824,639	1,220,116	67.59 %

GL ACCOUNT	DESCRIPTION	APRIL 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	\$574,766	\$4,644,159	\$7,297,146	63.64 %
CREATE SANDY SPRINGS - 555		(\$169,457)	(\$143,714)	(\$3,197,679)	4.49 %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	158,750	16,582,500	16,900,000	98.12 %
	TOTAL OTHER FINANCING SOURCES	158,750	16,582,500	16,900,000	98.12 %
	TOTAL REVENUES	\$158,750	\$16,582,500	\$16,900,000	98.12 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	26,749	1,405,008	1,560,696	90.02 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	-	60,487	60,487	100.00 %
561-4250-40-541450	STORMWATER IMPROVEMENT	101,131	10,520,912	11,905,587	88.37 %
561-4250-40-541450 MABRY	STORMWATER IMPROVEMENT	-	1,556,996	1,556,996	100.00 %
	TOTAL STORMWATER CAPITAL MAINT	127,879	13,543,403	15,083,766	89.79 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	4,284	253,032	263,617	95.98 %
561-4320-40-522240	REP & MAINT-OTHER	-	1,183,441	1,213,026	97.56 %
561-4320-40-523900	CONTRACTUAL SERVICES	-	170,174	180,274	94.40 %
561-4320-40-542100	MACHINERY & EQUIPMENT	-	56,697	56,697	100.00 %
	TOTAL STORMWATER OPERATIONS	4,284	1,663,345	1,713,614	97.07 %
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	\$132,163	\$15,776,748	\$17,367,379	90.84 %
STORMWATER FUND - 561		\$26,587	\$805,752	(\$467,379)	(172.40%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 10, APRIL FY 2023**

06/13/2023

GL ACCOUNT	DESCRIPTION	APRIL MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
840-0000-10-389000	CONTRACT PAYMENTS	-	1,309,422	182,700	716.71 %
	TOTAL MISCELLANEOUS	-	1,309,422	182,700	716.71 %
	TOTAL REVENUES	\$-	\$1,309,422	\$182,700	716.71 %
DEVELOPMENT AUTHORITY EXPENDITURES					
840-1595-10-523100	PROPERTY & LIABILITY INS	-	2,032	2,000	101.60 %
840-1595-10-523600	DUES & FEES	30	360	500	72.00 %
	TOTAL DEVELOPMENT AUTHORITY	30	2,392	2,500	95.68 %
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	\$30	\$1,309,170	\$185,200	706.90 %
DEVELOPMENT AUTHORITY - 840		(\$30)	\$253	(\$2,500)	(10.11%)