



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, July 18, 2023

Regular Meeting

6:00 PM

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. 2023-199 Meeting Minutes

June 20, 2023 City Council Work Session

June 20, 2023 City Council Meeting

B. 2023-200 Request for Mayor and City Council Consideration to Accept a Permanent Drainage Easement on Property Located at 325 Balboa Court in Land Lot 39 of the 17th District, City of Sandy Springs, Georgia (Tax ID# 17-0039-0002-028-8)

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

The City will make reasonable accommodations for those persons.

1 Galambos Way, Sandy Springs, Georgia 30328 • 770-730-5600 • SandySpringsGA.gov



SANDY SPRINGS

GEORGIA

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

- C. **2023-201** Request for Mayor and City Council Consideration to Accept a Permanent Drainage Easement on Property Located at 330 Balboa Court in Land Lot 39 of the 17th District, City of Sandy Springs, Georgia (Tax ID# 17-0039-0002-029-6)

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

- D. **2023-202** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Donate Real Estate on that Certain Tract of Land Located at 6765 Brandon Mill Road, NE (Tax ID# 17-0087-0006-004-6), Land Lot 87 of the 17th District, City of Sandy Springs, Fulton County, Georgia; TS-172 Brandon Mill Road Sidewalks Project – Lost Forest Drive to Brandon Ridge Drive

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

- E. **2023-203** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Donate Real Estate on that Certain Tract of Land Located at 10 Brandon Ridge Drive, (Tax ID# 17-0126-0004-015-7), Land Lot 126 of the 17th District, City of Sandy Springs, Fulton County, Georgia; TS-172 Brandon Mill Road Sidewalks Project – Lost Forest Drive to Brandon Ridge Drive

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

- F. **2023-204** Request for Mayor and City Council Consideration of a Variance from Section 8.2.10– Applicability; Fences and Walls of the Development Code to Allow the Use of Concertina Wire for Construction of the Fleet Maintenance Facility

(Presented by Dave Wells, Director of Facilities/Capital Construction and Building Operations)

- G. **2023-205** Request for Mayor and City Council Consideration to approve a Variance from City Development Code Section 8.2.2. Parking Lot Landscaping, 8.2.7. District Boundary Buffer Wall and 8.2.10. to Allow Alternative Fence Height and Materials, Associated with the Development of the Municipal Complex

(Presented by Dave Wells, Director of Facilities/Capital Construction and Building Operations)

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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Building Operations)

VII. Presentations

VIII. Public Hearing

- A. **2023-206** Request for Mayor and City Council Consideration of a Resolution to Approve a Metropolitan River Protection Act Certificate for River Corridor Review RC-23-01SS for Property Located at 6390 Black Water Trail
(Presented by Michele McIntosh-Ross, Planning & Zoning Manager)

- B. **2023-207** ABL No. 102652
Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for Concourse Acquisitions and Development LLC d/b/a Concourse Athletic Club – 8 Concourse Pkwy, Sandy Springs GA 30350.

Applicant is Brian Nelson for Consumption on the premises Wine, Malt, and Distilled Spirits.

(Presented by Toni Carlisle, Chief Financial Officer)

- C. **2023-208** ABL No. 96226
Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for Yalda AR LLC d/b/a Yalda 6500 Aria Blvd, Unit 500, Atlanta, GA 30328.

Applicant is Ashkan Famili for Consumption on the premises Wine, Malt, and Distilled Spirits.

(Presented by Toni Carlisle, Chief Financial Officer)

IX. New Business

- A. **2023-209** Request for Mayor and City Council Consideration of a Resolution to Approve Temporary Sculpture Installation as a Component of the ArtSS in the Open Sculpture Competition

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(Presented by Cheri Morris, Art Sandy Springs)

- B. **2023-210** Request for Mayor and City Council Consideration of a Resolution to Approve the First Amendment to Agreement for Services between Art Sandy Springs, Inc. and the City of Sandy Springs
(Presented by Michael Perry, Director of Recreation and Parks)
- C. **2023-211** Request for Mayor and City Council Consideration of Approval of a Grant Agreement with the Governor's Office of Planning and Budget on behalf of the State of Georgia for the Violent Crime Reduction Team As Part of the American Rescue Plan Act Public Safety and Community Violence Reduction Grant Program
(Presented by Kenneth DeSimone, Police Chief)
- D. **2023-212** Request for Mayor and City Council Consideration of an Intergovernmental Agreement for the Housing of Prison Inmates with the Pickens County Sheriff's Office
(Presented by Kenneth DeSimone, Police Chief)
- E. **2023-213** Request for Mayor and City Council Consideration of an Intergovernmental Agreement for the Housing of Prison Inmates with the City of Smyrna
(Presented by Kenneth DeSimone, Police Chief)
- F. **2023-214** Request for Mayor and City Council Consideration to Approve an Updated Memorandum of Understanding by and between the Sandy Springs Police Department and the Metropolitan Atlanta Rapid Transit Authority Police Department for Provision of Law Enforcement Services within the City of Sandy Springs
(Presented by Kenneth DeSimone, Police Chief)
- G. **2023-215** Request for Mayor and City Council Consideration of Approval to Declare as Surplus Certain Property Owned by the City and Directing Disposal of the Same
(Presented by Toni Carlisle, Chief Financial Officer)

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SANDY SPRINGS

GEORGIA

X. Reports

A. 2023-216 Mayor and Council Report

B. 2023-217 Staff Reports

1. May 2023 Unaudited Financials
(Presented by Toni Carlisle, Chief Financial Officer)

XI. Executive Session - Real Estate & Litigation

XII. Adjournment

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



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: June 22, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Accept a Permanent Drainage Easement on Property Located at 325 Balboa Court in Land Lot 39 of the 17th District, City of Sandy Springs, Georgia (Tax ID# 17-0039-0002-028-8)

Recommendation:

Staff recommends that the Mayor and City Council accept a Permanent Drainage Easement on that tract of land lying and located in Land Lot 39 of the 17th District, Fulton County, Georgia. The property owners are Moishe Shemtov and Chaya Fine, and the property is located at 325 Balboa Court, Sandy Springs, GA, as shown on the attached exhibits.

Background:

The acquisition of 222 square feet of Permanent Drainage Easement on the subject property is necessary in order to construct the 325 and 330 Balboa Court Stormwater Project. The property owners have donated the necessary easement rights required to construct the proposed project.

Discussion:

This acquisition is necessary in order to repair storm water infrastructure along Balboa Court. The property owners have agreed to donate the necessary easement rights required to construct the proposed project. There is no compensation amount required for the necessary land rights with the property owners.

Financial Impact:

This is a donation at no cost to the City.

Alternatives:

The acquisition reflects the minimum amount of Permanent Drainage Easement required to deliver the desired project. The City may decline to execute acceptance of said permanent drainage easement and not execute the project as planned.

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

Created/Initiated - 7/6/2023
Approved - 7/6/2023
Approved - 7/6/2023
Approved - 7/6/2023
Approved - 7/13/2023

Eden Freeman, City Manager

Final Approval - 7/14/2023

Attachments:

1. 325 Balboa Court Aerial
2. 325 Balboa Court GIS
3. 325 Balboa PDE (Signed)
4. RESOLUTION.325 Balboa Ct.Shemtov and Fine



325 Balboa Court Aerial

Date: 6/14/2023
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.





325 Balboa Court GIS

Date: 6/14/2023
Map Size: 8.5x11 (LETTER)



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FULTON COUNTY

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

Cross reference:
Deed Book: 64085, Page: 274
Parcel No: 17-0039-0002-028-8

**STATE OF GEORGIA,
FULTON COUNTY**

PERMANENT DRAINAGE EASEMENT

THIS EASEMENT DEED is made this 1st day of JUNE 2023, by MOISHE SHEMTOV AND CHAYA FINE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ("Grantor"), to the CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation of the State of Georgia ("Grantee"). The term Grantor as used herein is inclusive of the Grantor's heirs, assigns, and successors in interest.

WHEREAS, Grantor is the owner of that certain tract or parcel of land located in Land Lot: 39 of the 17th District of Fulton County, Georgia, and described in a deed recorded in the real property records of Fulton County at Deed Book: 64085, Pages: 274-275 (the "Property");

WHEREAS, Grantee is desirous of obtaining a permanent easement for drainage, access, and other purposes ("easement") of approximately 222 square feet, more or less, over, upon, and across the Property, as described and shown on Exhibits "A" and "B", attached hereto, and incorporated herein by reference,

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys a perpetual and exclusive permanent easement unto Grantee as described and depicted on Exhibits "A" and "B" as follows:

1. Grantee shall have the right to use the easement at any time for any purpose, including, all rights of access by foot and vehicles over and upon, to alter or improve, and to place improvements within, provided Grantee does unreasonably interfere with Grantee's use of the Property;
2. Grantor and its successors and assigns shall defend, indemnify, and hold Grantee harmless from all claims, demands, suits, actions, damages, judgments, and liabilities of any nature whatsoever imposed upon, incurred by, caused by or asserted against Grantee, its agents, employees, successors or assigns related to the exercise of the rights conveyed to Grantee.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written. Signed, sealed and delivered in the presence of:

(signatures on following page)

GRANTOR:



(S.E.A.L.)

Moishe Shemtov

Sworn to and subscribed before me and in my presence
on this the 1st day of JUNE, 2023.


Notary Public

Name:

My commission
[notary seal]

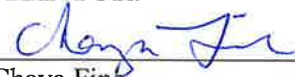


Richard A Forbes
Fulton County, Georgia
Notary Public
Commission No. W-00584471
My Commission Expires 12/07/2026


Unofficial Witness

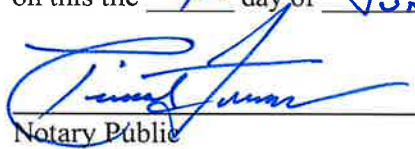
Name: LUCIA SIMS

GRANTOR:


Chaya Fine

(S.E.A.L.)

Sworn to and subscribed before me and in my presence
on this the 1st day of JUNE, 2023.


Notary Public

Name:

My commission
[notary seal]

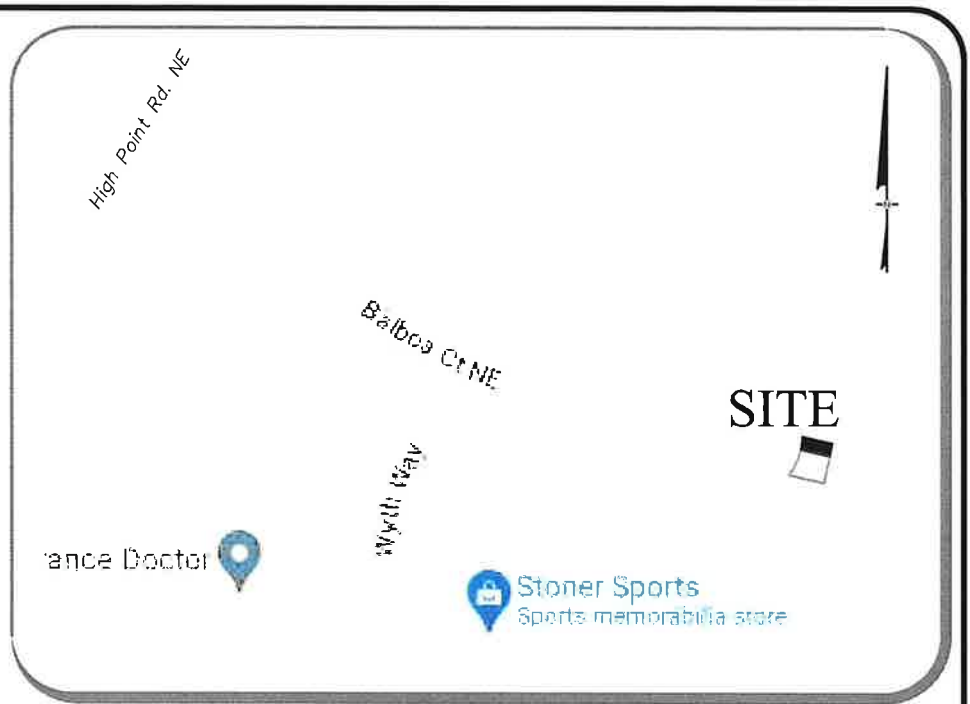


Richard A Forbes
Fulton County, Georgia
Notary Public
Commission No. W-00584471
My Commission Expires 12/07/2026


Unofficial Witness

Name: LUCIA SIMS

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SITE LOCATION MAP

NOT TO SCALE

LEGAL DESCRIPTION – DRAINAGE ESMT (325 BALBOA COURT)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 39 OF THE 17TH, DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE RIGHT OF WAY (R/W) LINE OF BALBOA COURT (44' R/W PUBLIC), HAVING COORDINATES OF NORTH: 1,418,423.37 AND EAST: 2,236,577.91, COORDINATES BASED ON NAD83 STATE PLANE COORDINATE SYSTEM, GEORGIA WEST ZONE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 10.08', WITH A RADIUS OF 50.00', WITH A CHORD BEARING OF NORTH 07 DEGREES 07 MINUTES 52 SECONDS EAST, WITH A CHORD LENGTH OF 10.06', TO A POINT; THENCE SOUTH 77 DEGREES 04 MINUTES 31 SECONDS EAST A DISTANCE OF 22.85 FEET TO A POINT; THENCE SOUTH 12 DEGREES 24 MINUTES 34 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 77 DEGREES 05 MINUTES 44 SECONDS WEST A DISTANCE OF 21.93 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

HAVING AN AREA OF 222 SQUARE FEET (0.005 ACRES).



SHEET 1 OF 2



Planners & Engineers Collaborative+

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ARBORISTS + SURVEYING + CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092

(770)451-2741 WWW.PEC.PLUS

C.O.A.-LSF000004

PERMANENT DRAINAGE EASEMENT EXHIBIT "A"

FOR:

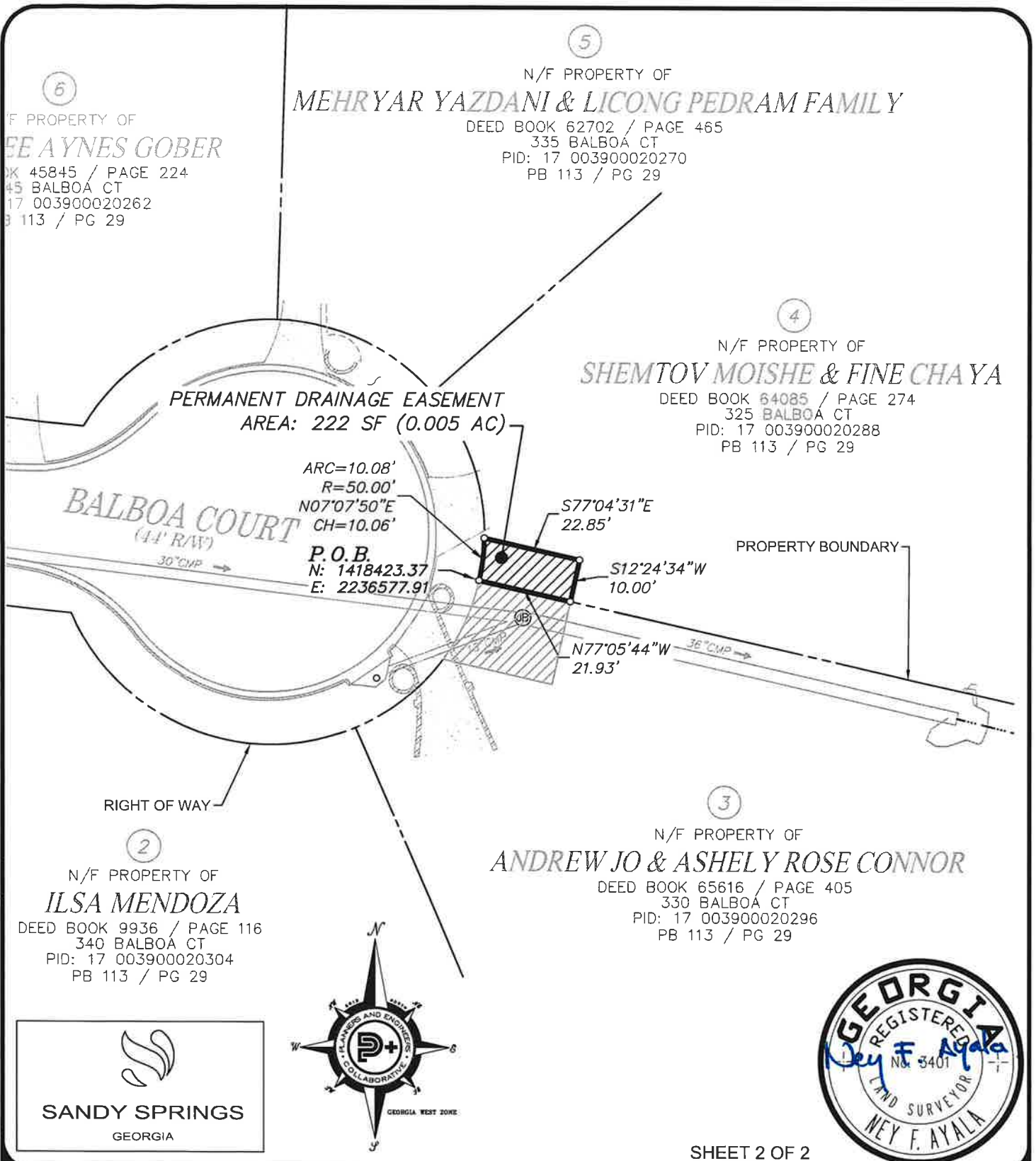
325 BALBOA COURT FULTON COUNTY

LAND LOT 39 DIST. 17TH. SANDY SPRINGS, GA.

DRAWN BY: FA
CHECKED BY: NS
FILE NO.: 22205.00
DATE: 05/22/2023
SCALE: 1"=30'



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Planners & Engineers Collaborative+

LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING + CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

PERMANENT DRAINAGE EASEMENT EXHIBIT "B"

FOR:

325 BALBOA COURT FULTON COUNTY
LAND LOT 39 DIST. 17TH. SANDY SPRINGS, GA

DRAWN BY: FA
CHECKED BY: NS
FILE NO.: 22205.00
DATE: 05/22/2023
SCALE: 1"=30'



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A PERMANENT DRAINAGE
EASEMENT ON THAT CERTAIN TRACT OF LAND LOCATED AT
325 BALBOA COURT, (TAX ID#17-0039-0002-028-8) LAND LOT 39 OF THE
17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA,**

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

WHEREAS the Department has determined a need to facilitate Stormwater infrastructure repairs along Balboa Court (“Project”); and

WHEREAS the City requires 222 sq. ft. of permanent drainage easement (“Project”) upon that tract of land located in Land Lot 39 of the 17th District, Fulton County, Sandy Springs, Georgia at 325 Balboa Court (“Property”).

WHEREAS the Property is owned by Moishe Shemtov and Chaya Fine (“Property Owners”) and the Property Owners have agreed to donate the Permanent Drainage Easement required for the construction of the Project. There is no compensation amount for land rights or Cost to Cure payment for restoration.

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

That the City of Sandy Springs Mayor and Council approve the Permanent Drainage Easement and authorize the City Manager and City Attorney to sign and execute all documents required to facilitate this transaction.

RESOLVED this 18th day of July 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: June 22, 2023 Submission for the July 18, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Accept a Permanent Drainage Easement on Property Located at 330 Balboa Court in Land Lot 39 of the 17th District, City of Sandy Springs, Georgia (Tax ID# 17-0039-0002-029-6)

Recommendation:

Staff recommends that the Mayor and City Council accept a Permanent Drainage Easement on that tract of land lying and located in Land Lot 39 of the 17th District, Fulton County, Georgia. The property owners are Andrew Jo and Ashley Rose Connor, and the property is located at 330 Balboa Court, Sandy Springs, as shown on the attached exhibits.

Background:

The acquisition of 467 square feet of Permanent Drainage Easement on the subject property is necessary in order to construct the 325 and 330 Balboa Court Stormwater Project. The property owners have donated the necessary easement rights required to construct the proposed project.

Discussion:

This acquisition is necessary in order to repair storm water infrastructure along Balboa Court. The property owner has agreed to donate the necessary easement rights required to construct the proposed project. There is no compensation amount required for the necessary land rights with the property owners.

Financial Impact:

This is a donation at no cost to the City.

Alternatives:

The acquisition reflects the minimum amount of Permanent Drainage Easement required to deliver the desired project. The City may decline to execute acceptance of said permanent drainage easement and not execute the project as planned.

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

Created/Initiated - 7/6/2023
Approved - 7/6/2023
Approved - 7/6/2023
Approved - 7/6/2023
Approved - 7/13/2023

Eden Freeman, City Manager

Final Approval - 7/14/2023

Attachments:

1. 330 Balboa Court Aerial
2. 330 Balboa Ct. GIS
3. 330 Balboa Signed PDE
4. RESOLUTION.330 Balboa Ct.Andrew Jo and Ashley Connor



330 Balboa Court Aerial

Date: 6/14/2023
Map Size: 8.5x11 (LETTER)



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FULTON
COUNTY



330 Balboa Court GIS

Date: 6/14/2023
Map Size: 8.5x11 (LETTER)

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FULTON
COUNTY

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

Cross reference:
Deed Book: 66516, Page: 405
Parcel No: 17-0039-0002-029-6

**STATE OF GEORGIA,
FULTON COUNTY**

PERMANENT DRAINAGE EASEMENT

THIS EASEMENT DEED is made this 12TH day of JUNE 2023, by ANDREW JO and ASHLEY ROSE CONNOR, as tenants in common, ("Grantor"), to the CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation of the State of Georgia ("Grantee"). The term Grantor as used herein is inclusive of the Grantor's heirs, assigns, and successors in interest.

WHEREAS, Grantor is the owner of that certain tract or parcel of land located in Land Lot: 39 of the 17th District of Fulton County, Georgia, and described in a deed recorded in the real property records of Fulton County at Deed Book: 66516, Page: 405 (the "Property");

WHEREAS, Grantee is desirous of obtaining a permanent easement for drainage, access, and other purposes ("easement") of approximately 467 square feet, more or less, over, upon, and across the Property, as described and shown on Exhibits "A" and "B", attached hereto, and incorporated herein by reference,

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys a perpetual and exclusive permanent easement unto Grantee as described and depicted on Exhibits "A" and "B" as follows:

1. Grantee shall have the right to use the easement at any time for any purpose, including, all rights of access by foot and vehicles over and upon, to alter or improve, and to place improvements within, provided Grantee does unreasonably interfere with Grantee's use of the Property;
2. Grantor and its successors and assigns shall defend, indemnify, and hold Grantee harmless from all claims, demands, suits, actions, damages, judgments, and liabilities of any nature whatsoever imposed upon, incurred by, caused by or asserted against Grantee, its agents, employees, successors or assigns related to the exercise of the rights conveyed to Grantee.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written. Signed, sealed and delivered in the presence of:

(signatures on following page)

GRANTOR:

Andrew Jo (S.E.A.L.)
Andrew Jo

Sworn to and subscribed before me and in my presence
on this the 12TH day of JUNE, 2023.

[Signature]

Notary Public

Name:

My commission expires: Richard A Forbes
[notary seal] Fulton County, Georgia
Notary Public
Commission No. W-00584471
My Commission Expires 12/07/2026

Christine Schultz

Unofficial Witness

Name:

GRANTOR:

Ashley Rose Connor (S.E.A.L.)
Ashley Rose Connor

Sworn to and subscribed before me and in my presence
on this the 12TH day of JUNE, 2023.

[Signature]

Notary Public

Name:

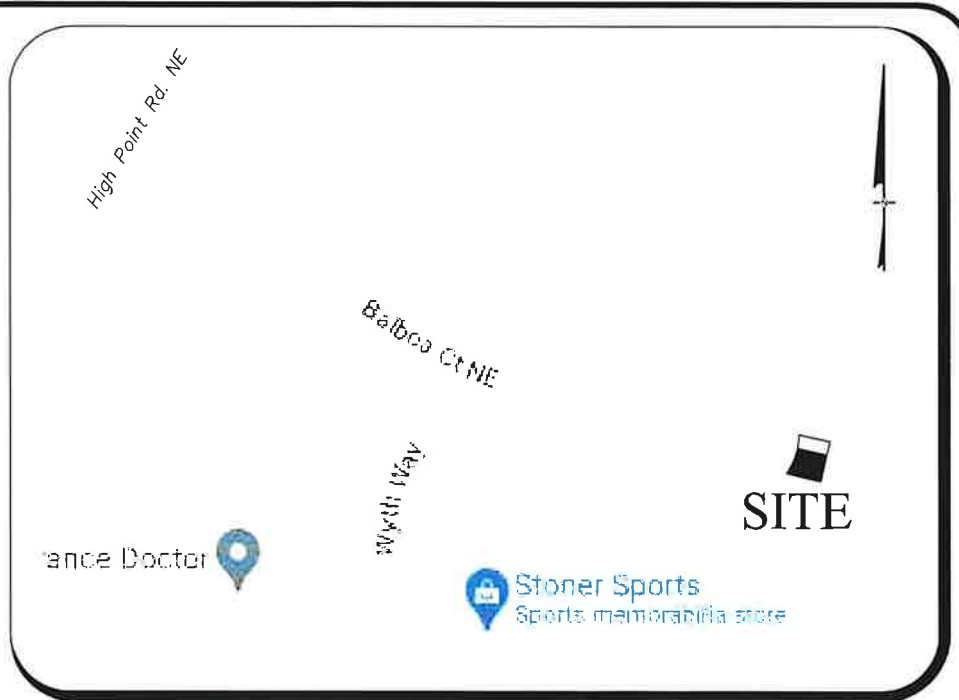
My commission expires: Richard A Forbes
[notary seal] Fulton County, Georgia
Notary Public
Commission No. W-00584471
My Commission Expires 12/07/2026

Christine Schultz

Unofficial Witness

Name:

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SITE LOCATION MAP

NOT TO SCALE

LEGAL DESCRIPTION – DRAINAGE ESMT (330 BALBOA COURT)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 39 OF THE 17TH, DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE RIGHT OF WAY (R/W) LINE OF BALBOA COURT (44' R/W PUBLIC), HAVING COORDINATES OF NORTH: 1,418,423.37 AND EAST: 2,236,577.91, COORDINATES BASED ON NAD83 STATE PLANE COORDINATE SYSTEM, GEORGIA WEST ZONE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES 05 MINUTES 44 SECONDS EAST A DISTANCE OF 21.93 FEET TO A POINT; THENCE SOUTH 12 DEGREES 24 MINUTES 34 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 77 DEGREES 05 MINUTES 44 SECONDS WEST A DISTANCE OF 26.27 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.57', WITH A RADIUS OF 50.00', WITH A CHORD BEARING OF NORTH 24 DEGREES 41 MINUTES 20 SECONDS EAST, WITH A CHORD LENGTH OF 20.43', TO A POINT AND THE TRUE POINT OF BEGINNING,

HAVING AN AREA OF 467 SQUARE FEET (0.011 ACRES).



SHEET 1 OF 2



Planners & Engineers Collaborative+

LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092

(770) 451-2741 WWW.PEC.PLUS

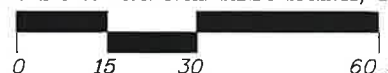
C.O.A.-LSF000004

PERMANENT DRAINAGE EASEMENT EXHIBIT "A"

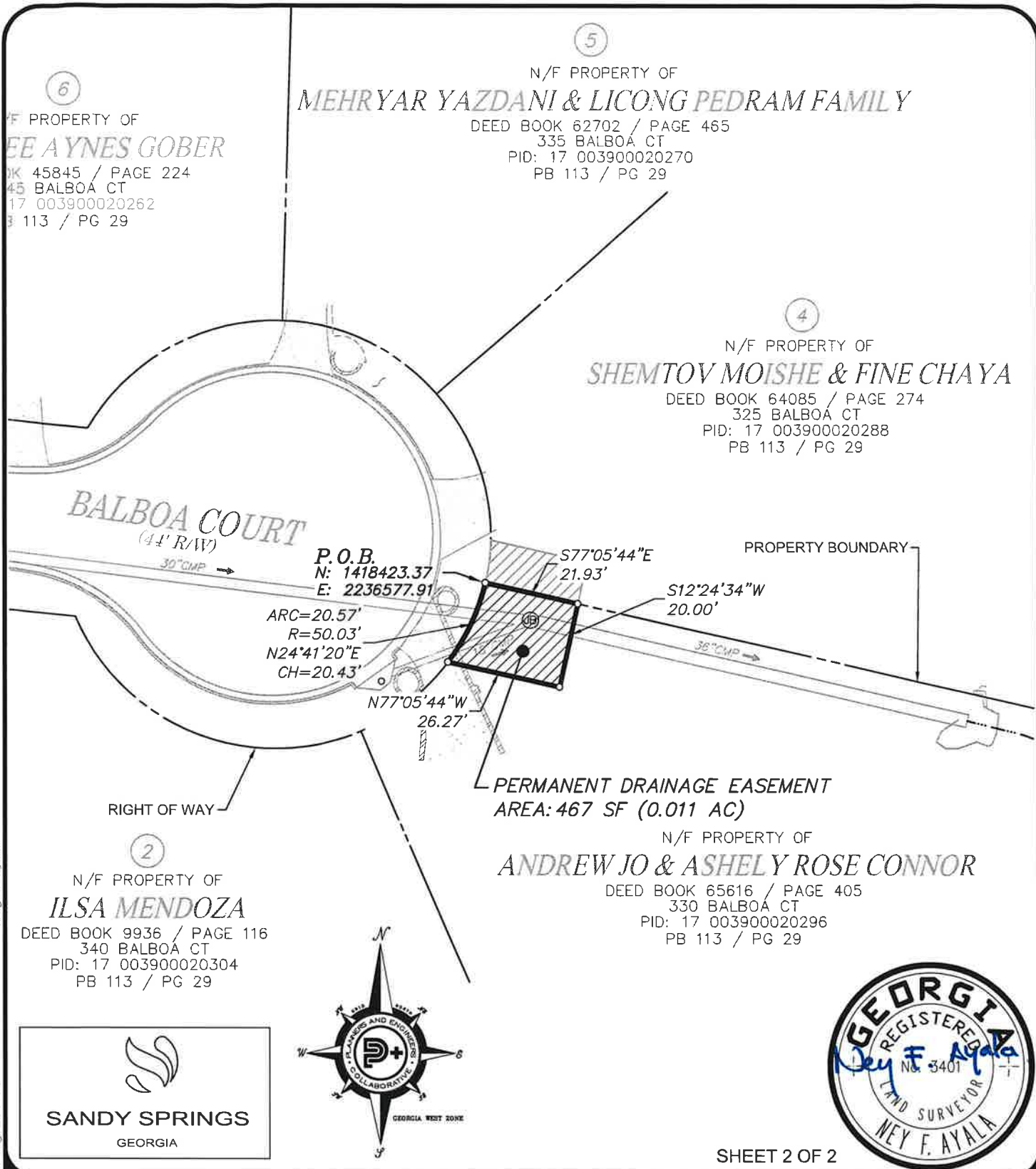
FOR:

330 BALBOA COURT FULTON COUNTY
LAND LOT 39 DIST. 17TH. SANDY SPRINGS, GA.

DRAWN BY: FA
CHECKED BY: NS
FILE NO.: 22205.00
DATE: 05/22/2023
SCALE: 1"=30'



J:\2022\12220500\Sub\Drawings\122205.00 - Easement Exhibits.dwg - F:\Ayala - 5/24/2023 3:14 PM



Planners & Engineers Collaborative+

LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING + CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092

(770) 451-2741 WWW.PEC.PLUS

C.O.A.-LSF000004

PERMANENT DRAINAGE EASEMENT EXHIBIT "B"

FOR:

330 BALBOA COURT FULTON COUNTY

LAND LOT 39 DIST. 17TH. SANDY SPRINGS, GA.

DRAWN BY: FA
CHECKED BY: NS
FILE NO.: 22205.00
DATE: 05/22/2023
SCALE: 1"=30'



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A PERMANENT DRAINAGE
EASEMENT ON THAT CERTAIN TRACT OF LAND LOCATED AT
330 BALBOA COURT, (TAX ID#17-0039-0002-029-6) LAND LOT 39 OF THE
17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA,**

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

WHEREAS the Department has determined a need to facilitate Stormwater infrastructure repairs along Balboa Court (“Project”); and

WHEREAS the City requires 467 sq. ft. of permanent drainage easement (“Project”) upon that tract of land located in Land Lot 39 of the 17th District, Fulton County, Sandy Springs, Georgia at 330 Balboa Court (“Property”).

WHEREAS the Property is owned by Andrew Jo and Ashley Rose Connor (“Property Owners”) and the Property Owners have agreed to donate the Permanent Drainage Easement required for the construction of the Project. There is no compensation amount for land rights or Cost to Cure payment for restoration.

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

That the City of Sandy Springs Mayor and Council approve the Agreement to Donate Permanent Drainage Easement and authorize the City Manager and City Attorney to sign and execute all documents required to facilitate this transaction.

RESOLVED this 18th day of July, 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: June 22, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Donate Real Estate on that Certain Tract of Land Located at 6765 Brandon Mill Road, NE (Tax ID# 17-0087-0006-004-6), Land Lot 87 of the 17th District, City of Sandy Springs, Fulton County, Georgia; TS-172 Brandon Mill Road Sidewalks Project – Lost Forest Drive to Brandon Ridge Drive

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Donate a Temporary Construction Easement on that tract of land lying and located in Land Lot 87 of the 17th District, Fulton County, Georgia. The property is owned by Michael R. Seeley and Janice B. Seeley and is located at 6765 Brandon Mill Road NE in Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 471.37 square feet of temporary construction easement on the subject property is necessary in order to construct the TS-172 Brandon Mill Road Sidewalks Project – Lost Forest Drive to Brandon Ridge Drive.

Discussion:

The Property Owner agreed to donate the required temporary construction easement in exchange for a Cost to Cure payment in the amount of \$4,200.00 to be used to help restore the easement area once the project is complete.

Financial Impact:

The amount of \$4,200.00 is to be paid to the property owners once this Agreement is accepted and approved. Sufficient funds exist within the TS-172 Project Budget.

Alternatives:

The acquisition reflects the minimum amount of right-of-way required in order to deliver the desired project.

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 - 7/6/2023
Approved - 7/6/2023
Approved - 7/6/2023
Approved - 7/6/2023
Approved - 7/13/2023
Final Approval - 7/14/2023

Attachments:

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

AGREEMENT TO DONATE REAL ESTATE

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs an option to acquire Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 87 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.

With the donation of Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights in exchange for a Cost to Cure Payment of **\$4,200.00** or improvements being acquired/impacted, the Undersigned agrees to execute and deliver to the City of Sandy Springs, Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights on the lands owned by the undersigned as reflected on the attached Exhibits "A" and "B".

* * * * *

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

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

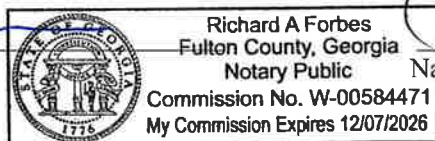
<u>000.00 sf</u>	Fee Simple Right of Way
<u>471.37 sf</u>	Permanent Drainage Easement
<u>✓</u>	Temporary Construction Easement
	Temporary Driveway Easement

- 3) All Temporary Easements granted herein shall commence upon the City's use of the Easement Area for construction of the project. All Temporary Easements shall terminate after two years from the commencement of the City's use of the Easement Area for construction of the project, or upon the completion and final acceptance of the Project by the City, whichever date shall first occur.
- 4) This Agreement shall not be binding until accepted and approved by the City Council of Sandy Springs, Georgia.
- 5) 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 JUNE, 2023.

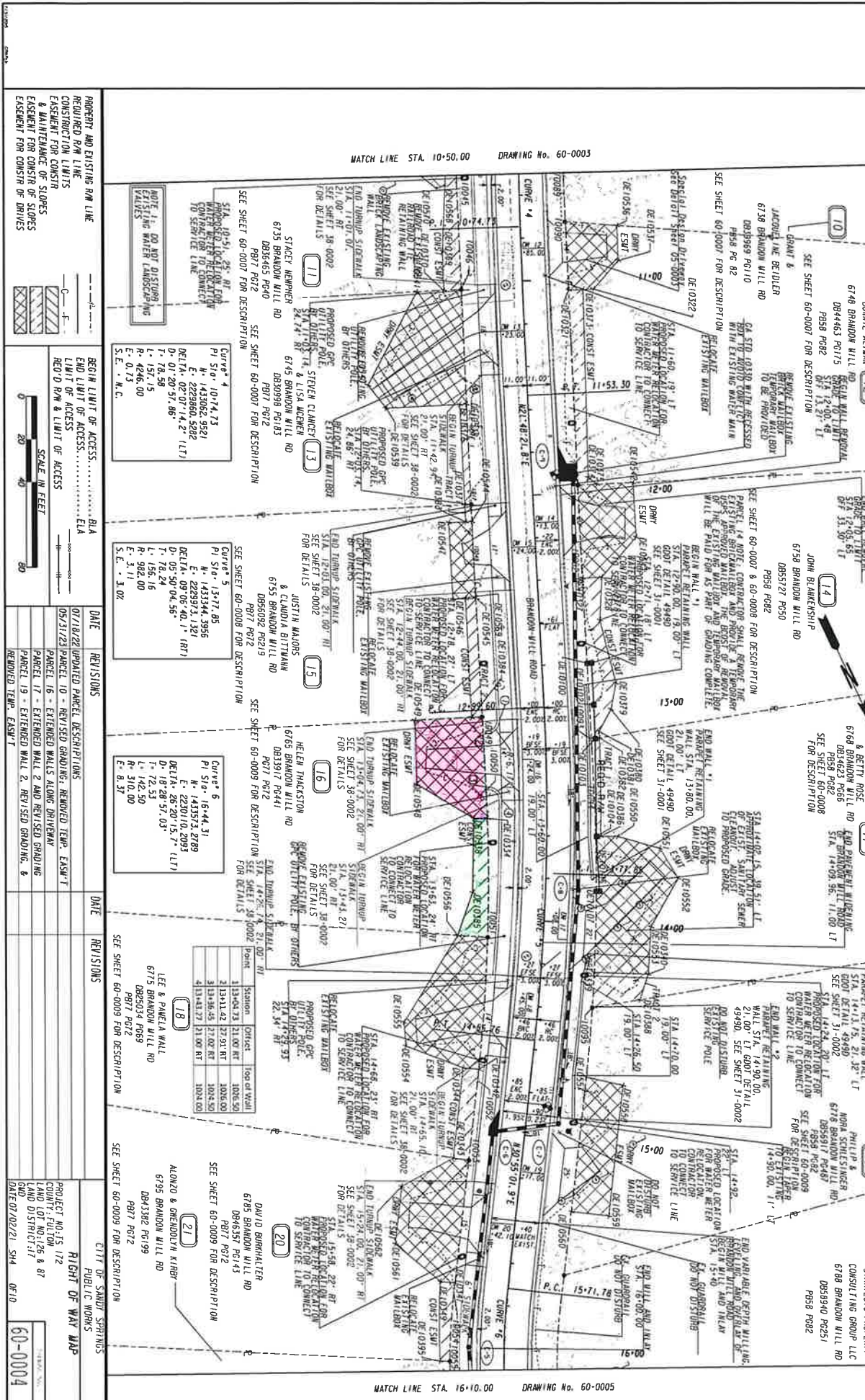
Signed, Sealed and Delivered in
the in the presence of:

[Signature]
Witness
[Signature]
Notary Public



[Signature] (L.S.)
Name: Michael R. Seeley
[Signature] (L.S.)
Name: Janice B. Seeley

{NOTARY SEAL}





0 0 0 0.5 mi

Date: 6/20/2023
Map Size: 8.5x11 (LETTER)



6765 Brandon Mill Rd. Aerial - Seeley

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



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO DONATE REAL ESTATE ON THAT
CERTAIN TRACT OF LAND LOCATED AT 6765 BRANDON MILL ROAD, NE
(TAX ID# 17-0087-0006-004-6), LAND LOT 87 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-172 Brandon Mill Road Sidewalks – Lost Forest Drive to Brandon Ridge Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 471.37 square feet of Temporary Construction Easement (“Property”), located at 6765 Brandon Mill Road NE (Tax Id# 17-0087-0006-004-6), in Land Lot 87 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Michael R. Seeley and Janice B. Seeley (“Owners”); and

WHEREAS, City staff has reached an amicable settlement with the Owners whereas the Owners have agreed to donate the Property in exchange for a cost-to-cure mitigation payment in the amount of \$4,200.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Donate Real Estate (“Agreement”) for a cost-to-cure payment in the amount of \$4,200.00 in exchange of a donation of the Property; and

WHEREAS, the City desires to agree to the donation of 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 cost-to-cure payment in exchange for the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$4,200.00.
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 18th day of July 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: June 26, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Donate Real Estate on that Certain Tract of Land Located at 10 Brandon Ridge Drive, (Tax ID# 17-0126-0004-015-7), Land Lot 126 of the 17th District, City of Sandy Springs, Fulton County, Georgia; TS-172 Brandon Mill Road Sidewalks Project – Lost Forest Drive to Brandon Ridge Drive

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Donate a Temporary Construction Easement and Permanent Drainage Easement on that tract of land lying and located in Land Lot 126 of the 17th District, Fulton County, Georgia. The property is owned by Heather A. Pate and William B. Pate, as joint tenants with rights of survivorship and is located at 10 Brandon Ridge Dr., in Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 1,093.45 square feet of temporary construction easement and 150.61 square feet of Permanent Drainage Easement on the subject property is necessary in order to construct the TS-172 Brandon Mill Road Sidewalks Project – Lost Forest Drive to Brandon Ridge Drive.

Discussion:

The Property Owner agreed to donate the required temporary construction easement and permanent drainage easement in exchange for a Cost to Cure payment in the amount of \$6,800.00 to be used to help restore the easement area once the project is complete.

Financial Impact:

The amount of \$6,800.00 is to be paid to the property owners once this Agreement is accepted and approved. Sufficient funds exist within the TS-172 Project Budget.

Alternatives:

The acquisition reflects the minimum amount of right-of-way required in order to deliver the desired project.

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 - 7/6/2023
Approved - 7/6/2023
Approved - 7/6/2023
Approved - 7/6/2023
Approved - 7/13/2023
Final Approval - 7/14/2023

Attachments:

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

AGREEMENT TO DONATE REAL ESTATE

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs an option to acquire Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement and/or Temporary Driveway Easement rights on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 126 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.

With the donation of Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights in exchange for a Cost to Cure Payment of \$6,800.00 for improvements being acquired/impacted, the Undersigned agrees to execute and deliver to the City of Sandy Springs, Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement and/or Temporary Driveway Easement rights on the lands owned by the undersigned as reflected on the attached Exhibits "A" and "B".

* * * * *

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

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

<u>150.61 s.f.</u>	Fee Simple Right of Way
<u>1,093.45 s.f.</u>	Permanent Drainage Easement
	Temporary Construction Easement
	Temporary Driveway Easement

- 3) All Temporary Easements granted herein shall commence upon the City's use of the Easement Area for construction of the project. All Temporary Easements shall terminate after two years from the commencement of the City's use of the Easement Area for construction of the project, or upon the completion and final acceptance of the Project by the City, whichever date shall first occur.
- 4) This Agreement shall not be binding until accepted and approved by the City Council of Sandy Springs, Georgia.
- 5) 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 23RD day of JUNE, 2023.

Signed, Sealed and Delivered in
the in the presence of:

Christine DeHulst
Witness

[Signature]
Notary Public

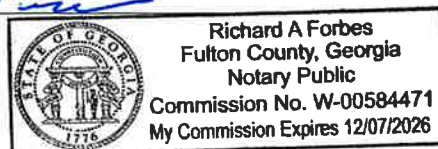
[Signature] (L.S.)
Name: Heather A. Pate

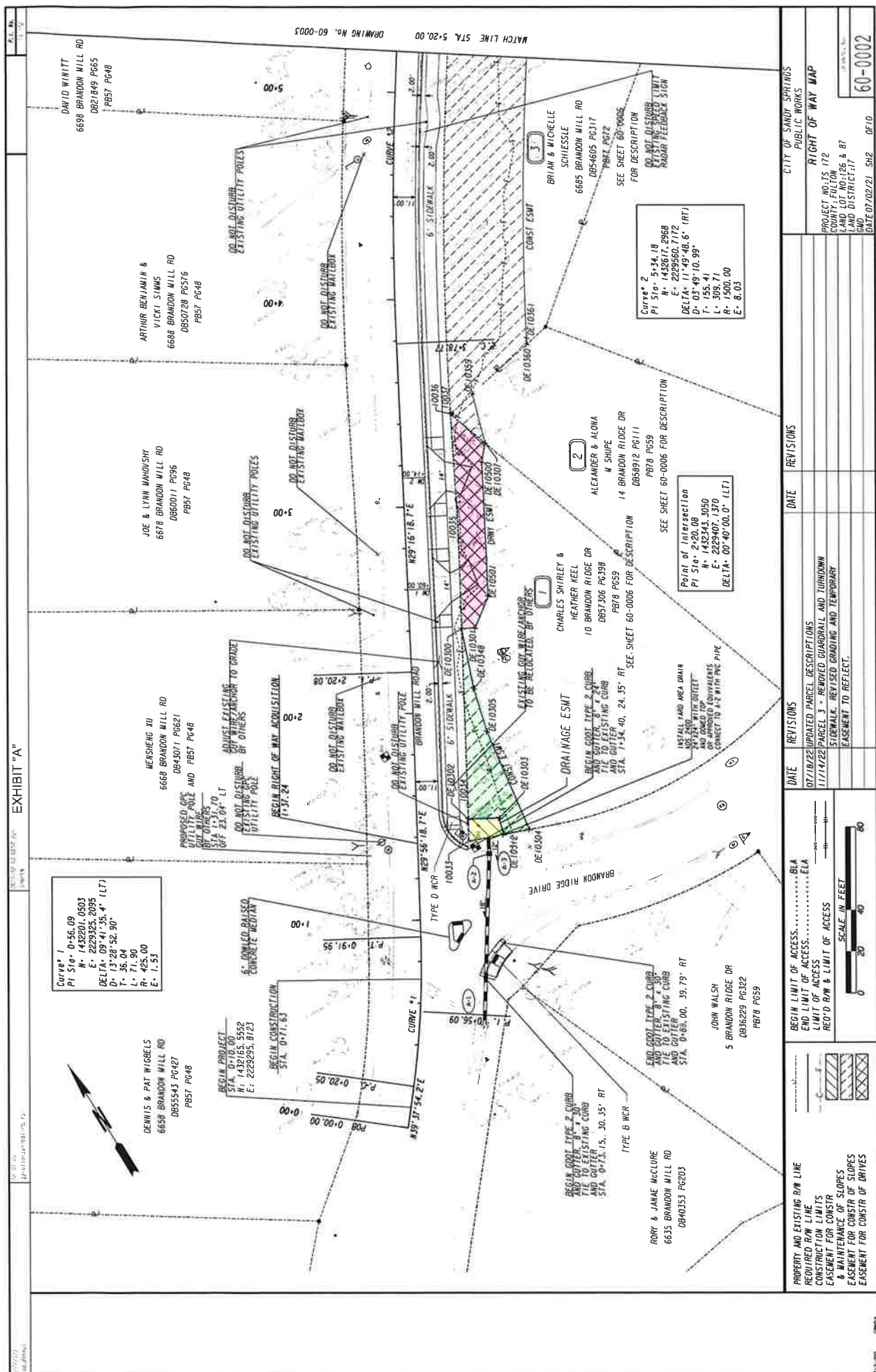
Christine DeHulst
Witness

[Signature]
Notary Public

[Signature] (L.S.)
Name: William B. Pate

{NOTARY SEAL}







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Date: 6/26/2023
Map Size: 8.5x11 (LETTER)

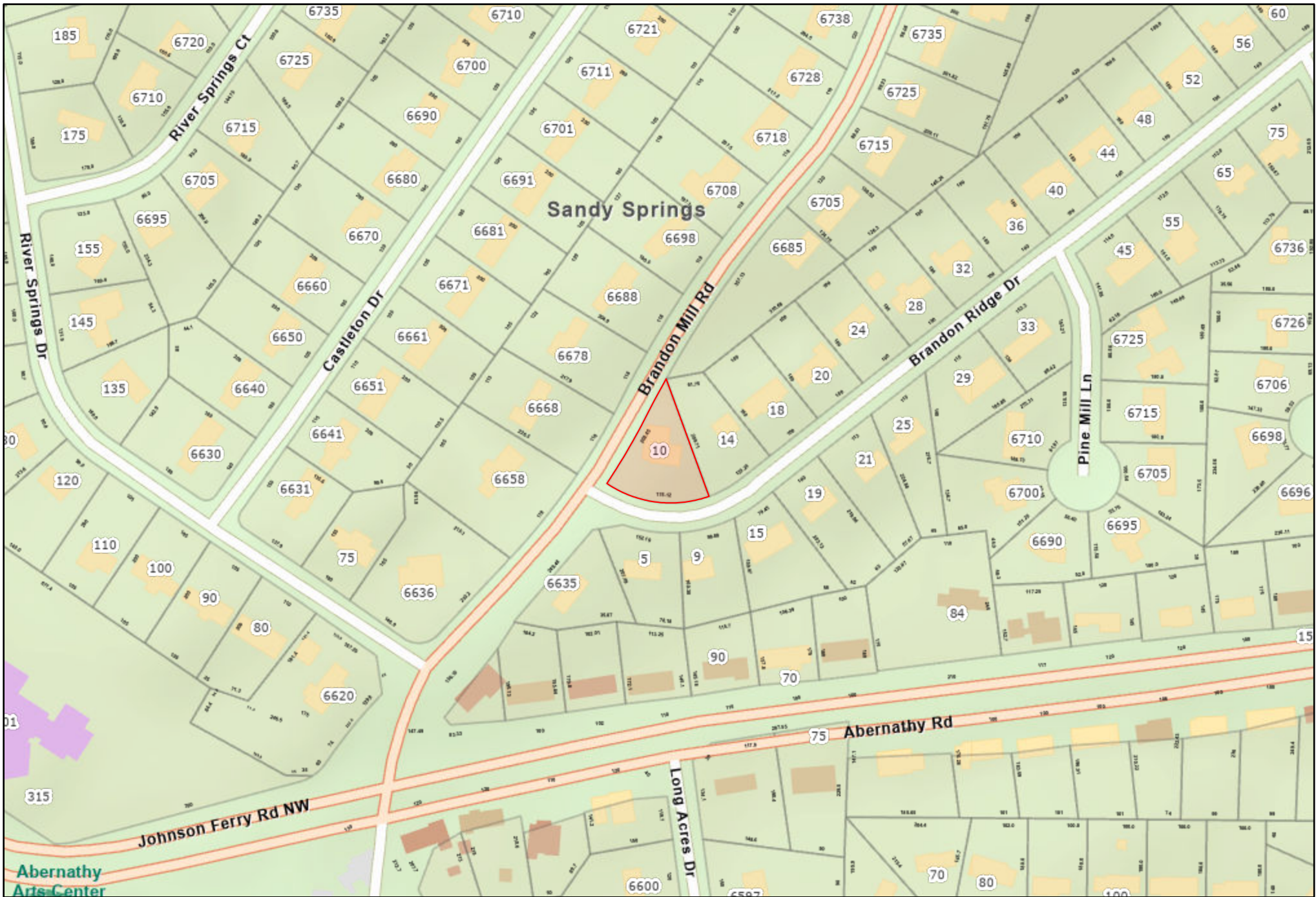


10 Brandon Ridge Dr. Aerial - Pate

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



Date: 6/26/2023
Map Size: 8.5x11 (LETTER)



10 Brandon Ridge Dr. GIS - Pate

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

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO DONATE REAL ESTATE ON
THAT CERTAIN TRACT OF LAND LOCATED AT 10 BRANDON RIDGE DRIVE,
(TAX ID# 17-0126--0004-015-7), LAND LOT 126 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-172 Brandon Mill Road Sidewalks – Lost Forest Drive to Brandon Ridge Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 1,093.45 square feet of Temporary Construction Easement and 150.61 square feet of Permanent Drainage Easement (“Property”), located at 10 Brandon Ridge Drive (Tax Id# 17-0126-0004-015-7), in Land Lot 126 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Heather A. Pate and William B. Pate (“Owners”); and

WHEREAS, City staff has reached an amicable settlement with the Owners whereas the Owners have agreed to donate the Property in exchange for a cost-to-cure mitigation payment in the amount of \$6,800.00; 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 Donate Real Estate (“Agreement”) for a cost-to-cure payment in the amount of \$6,800.00 in exchange of a donation of the Property; and

WHEREAS, the City desires to agree to the donation of 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 cost-to-cure payment in exchange for the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$6,800.00.
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 18th day of July 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: Dave Wells, Director of Facilities/Capital Construction and Building Operations

DATE: June 27, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of a Variance from Section 8.2.10–
Applicability; Fences and Walls of the Development Code to Allow the Use of Concertina Wire
for Construction of the Fleet Maintenance Facility

Recommendation:

City Staff recommends that the Mayor and City Council Approve a Variance from the Sandy Springs Development Code Sec. 8.2.10 – “Applicability; Fences and Walls” in order to allow the use of Concertina Wire on rear and sides of the Fleet Maintenance Facility building.

Background:

The proposed Fleet Maintenance Facility will be located at 8475 Roswell Road and will consist of a pre-engineered metal building which will include office space and vehicle service bays. The site will also include a fueling station, parking, an outdoor picnic area and an above-ground stormwater management facility and utility infrastructure.

Discussion:

The property is intended to be enclosed by a security fence. The fence facing Roswell Rd will be a traditional ornamental picket fence with brick columns every 24' on center at maximum. The remaining secured area which includes the rear and sides of the property, as shown by the blue dashed line on the attached diagram, will be enclosed by a 6' chain link fence topped with concertina wire as a security measure per Crime Prevention through Environmental Design (CPTED) to prevent intruders from readily climbing the fence and gaining entrance to the secured area. As we strive to provide a safe and secure environment for the City of Sandy Springs staff and its operations.

The current ordinance (Development Code Div.8.2.10- Fences and Walls) Design Standards; (a) Materials a. General Provisions (iii) Barbed wire, razor wire and concertina wire are prohibited.

Staff is requesting a variance to allow the concertina wire component to assure secure effectiveness.

Important points of consideration include:

- As currently designed, the fence is 6' tall and is approximately 30' back from the curb of Roswell Road.
- Concertina wire is not planned to be included along the entirety of the ornamental fence that will front Roswell Road.

- Concertina wire is planned to be on the top of the fence on the southern property line, adjacent to Caliber Collision, and ending at the southwest corner of the fence (as indicated by the blue dashed line in the diagram).
- There will be significant landscaping installed along the Roswell Road frontage, including 10' tall trees at the corner where the concertina wire will be attached. Please see the attached landscape plan with distances annotated.

Financial Impact:

There is currently no cost impact.

Alternatives:

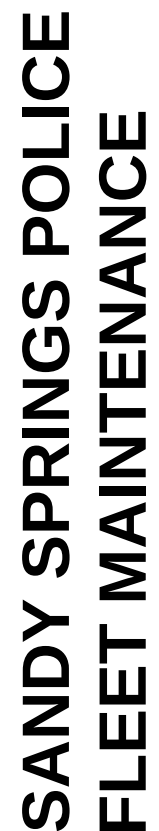
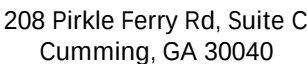
Mayor and Council may choose not to approve the request and provide further direction to Staff.

Review:

Octavia Baynes, Administrative Asst.	Created/Initiated - 7/11/2023
Richard Collins, Construction Manager	Approved - 7/11/2023
Dave Wells, Director of Facilities/Capital Construction and Building Operations	Approved - 7/11/2023
Toni Carlisle, Chief Financial Officer	Approved - 7/11/2023
Dan Lee, City Attorney	Approved - 7/13/2023
Eden Freeman, City Manager	Final Approval - 7/14/2023

Attachments:

1. Sandy Springs Fleet Maintenance Layout
2. Breedlove Planning_ Fleet Variance Request
3. CPTED Letter
4. 2023.07.18 Presentation



CITY OF SANDY SPRINGS

8475 Roswell Rd
Sandy Springs, GA

1. PLANT MATERIALS SHALL MEET MINIMUM REQUIREMENTS AS SET FORTH IN THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK.
2. PLANTS SHALL BE HEALTHY, VIGOROUS SPECIMENS, FREE OF PESTS AND DISEASE.
3. PLANTS ARE SUBJECT TO THE APPROVAL OF THE ARCHITECT OR OWNER BEFORE, DURING AND AFTER INSTALLATION.
4. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
5. DO NOT BREAK ROOTBALL.
6. IMMEDIATELY SOAK NEW PLANTINGS WITH WATER.
7. STAKE TREES IMMEDIATELY AFTER PLANTING AS INDICATED IN DETAILS OR AS DIRECTED BY THE ARCHITECT.
8. CONTRACTOR IS FULLY RESPONSIBLE FOR MAINTENANCE, INCLUDING WATERING, WEEDING, SETTLING, PRUNING OF THIS WORK, THROUGHOUT THE MAINTENANCE PERIOD AS INDICATED IN THE SPECIFICATIONS OR UNTIL SUBSTANTIAL COMPLETION (WHICHEVER IS GREATER).
9. THE CONTRACTOR IS ADVISED OF THE UNDERGROUND UTILITIES AND SHALL CHECK LOCATION OF SAME BEFORE COMMENCING DIGGING OPERATIONS.
10. CONTRACTOR SHALL FULLY GUARANTEE PLANTS FOR THIS JOB FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF ACCEPTANCE.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR HIGHER OWN TAKEOFF QUANTITIES AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
12. CONTRACTOR SHALL FLAG LOCATION OF PLANT MATERIAL FOR APPROVAL BY ARCHITECT BEFORE INSTALLATION.
13. PLANT BEDS SHALL BE MULCHED WITH A MINIMUM OF 3" OF CLEAN FRESH PINE STRAW.
14. AREAS DESIGNATED AS FLOWER BEDS SHALL RECEIVE 12" OF PLANTING MIXTURE TOPPED WITH 2" OF FINE BARK MIX CHIPPS.
15. PLANTING MIXTURE SHALL BE FINE SPECIFICATIONS.

REFER TO C-4.41 FOR DETAILS,
VEGETATIVE MANAGEMENT PLAN, AND
SOIL PREPARATION.

REFER TO C-3.10 FOR BIOCELL
PREPARATION AND PLANTINGS

53,746 SQ FT X 0.40 = 21,498.4 SQ FT REQUIRED CANOPY COVERAGE
EXISTING CANOPY COVERAGE = 18,000 SQ FT
PROPOSED TREES:
1. LARGE CANOPY TREES X 1000 = 12,000 SQ FT
REMOVED TREES:
6. LARGE CANOPY TREES X 1000 = 6,000 SQ FT

18,000 SQ FT - 6,000 SQ FT = 12,000 SQ FT EXISTING CANOPY TO REMAIN
21,498.4 - 11,000 = 9,498.4 SQ FT CANOPY REPLACEMENT REQUIRED

PROPOSED TREES:
8. LARGE CANOPY TREES X 1000 = 8,000 SQ FT
4. MEDIUM CANOPY TREES X 500 = 7,000 SQ FT
PROPOSED CANOPY COVERAGE = 15,000 SQ FT
12,000 SF EXISTING + 15,000 SF PROPOSED = 27,000 SQ FT TOTAL CANOPY COVERAGE

THEREFORE, CANOPY COVERAGE REQUIREMENT HAS BEEN MET.

10 5 0 10 20 40 60

SCALE: 1"=20'-0"

1. DO NOT DUPLICATE DRAWINGS WITHOUT PERMISSION.
2. READ THE SPECIFICATIONS. THIS SET OF DRAWINGS AND SPECIFICATIONS DEFINE PROJECT SCOPE AND CONTRACT REQUIREMENTS. INDIVIDUAL SHEETS SEPARATED FROM THE SET MAY NOT ADEQUATELY REFLECT ALL INFORMATION NEEDED TO SUITABLY COVER CERTAIN ITEMS. DO NOT SEPARATE THIS SET OF DRAWINGS INTO INDIVIDUAL SHEETS.

GEORGIA811
www.Georgia811.com

GEORGIA LAW MANDATES THAT, BEFORE BEGINNING ANY MECHANIZED DIGGING OR EXCAVATION WORK, YOU MUST CONTACT GEORGIA 811 BY USING EREQUEST ON WWW.GEORGIA811.COM OR BY CALLING 811 OR 1-800-282-7411 AT LEAST 48 HOURS BUT NO MORE THAN 10 WORKING DAYS IN ADVANCE TO HAVE UTILITY LINES MARKED.

[illegible]

Date	Job No.
7/12/2023	21017

Sheet Title

SITE PLANTING PLAN

Sheet No.

C-6.00

RELEASED FOR CONSTRUCTION

TREES						
(ID) + COMMON NAME	BOTANICAL NAME	QTY.	MIN. SIZE			REMARKS
(QA) WHITE OAK	QUERCUS ALBA	4	2" GAL, 10' HT.			B4B, FULL HEAD, SPECIMEN, LARGE CANOPY
(QL) HORNED OAK	QUERCUS LYRATA	4	2" GAL, 10' HT.			B4B, FULL HEAD, SPECIMEN, LARGE CANOPY
(CC) HORNBEEAM	CARPINUS CAROLINIANA	4	2" GAL, 10' HT.			B4B, FULL HEAD, SPECIMEN, LARGE CANOPY

SHRUBS						
(ID) + COMMON NAME	BOTANICAL NAME	QTY.	MIN. SIZE	CONTAINER	SPACING	REMARKS
(W) NICKERY	ILEX GLABRA 'SHANROCK'	13	12" x 12"	3 GAL.	3' O.C.	FULL CONTAINER
(W) RED SPINE YEWBERRY	ILEX VERTICILLATA 'RED SPRITE'	13	12" x 12"	5 GAL.	3' O.C.	FULL CONTAINER
(W) DON'S DWARF WAX MYRTLE	MYRTICA CERIFERA 'DON'S DWARF'	26	12" x 12"	1 GAL.	3' O.C.	FULL CONTAINER
(W) LITTLE HENRY SUEPSPICE	ITEA VIRGINIANA 'LITTLE HENRY'	25	12" x 12"	5 GAL.	3' O.C.	FULL CONTAINER
(W) SHENDOGH BUTCH GRASS	PANICUM VIRGATUM 'SHENDOGH'	14	NA	1 GAL.	3' O.C.	FULL CONTAINER

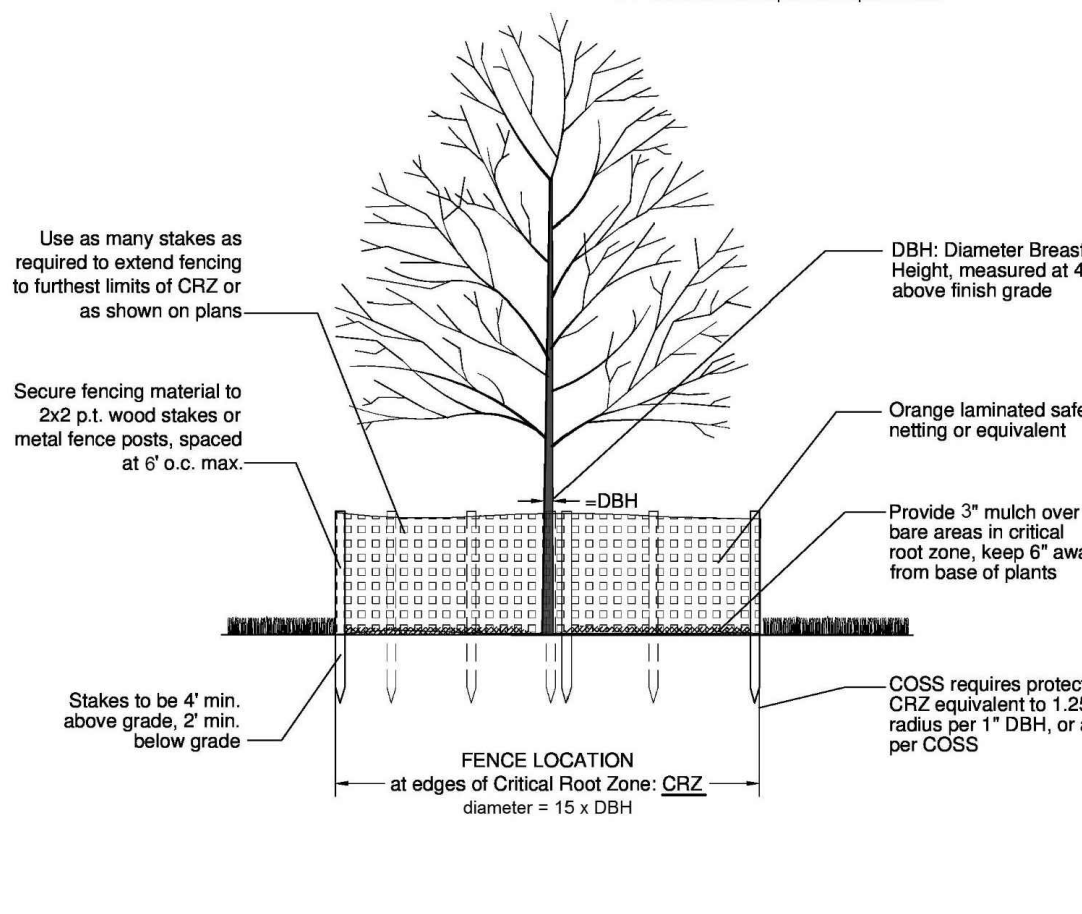
NOTE: SIZES SHOWN ARE MINIMUMS, TREE SPACING SHALL BE AS SHOWN ON PLAN

1. CONTRACTOR SHALL BE RESPONSIBLE TO SECURE THE SERVICES OF A PRIVATE UTILITY LOCATOR FIRST DURING THE ENTIRE COURSE OF CONSTRUCTION. CONTRACTOR SHALL PAY FOR SAID SERVICES.
2. CONTRACTOR SHALL IMMEDIATELY REPAIR ALL DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES AT AN ADDITIONAL COST TO THE OWNER.
3. THE UTILITIES SHOWN ARE SCHEMATIC AND FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE DESIGNER HAS CONDUCTED VISUAL SURVEYS FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF UTILITIES WITHIN THE LIMITS OF THE WORK. DAMAGE TO ANY UTILITIES OR UTILITIES NOT SHOWN BY HIS HER OPERATIONS SHALL BE IMMEDIATELY REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPACTION OF BACKFILL OF ALL UTILITY TRENCHES WITHIN SITE WORK LIMITS. THIS INCLUDES TRENCHES DUG AND BACKFILLED BY LOCAL UTILITIES SUCH AS POWER, GAS, TELEPHONE, ETC. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BACKFILL AND COMPACTION AS NECESSARY, IF SETTLEMENT OCCURS.

GEORGIA811
www.Georgia811.com

GEORGIA LAW MANDATES THAT, BEFORE BEGINNING ANY MECHANIZED DIGGING OR EXCAVATION WORK, YOU MUST CONTACT GEORGIA 811 BY USING EREQUEST ON WWW.GEORGIA811.COM OR BY CALLING 811 OR 1-800-282-7411 AT LEAST 48 HOURS BUT NO MORE THAN 10 WORKING DAYS IN ADVANCE TO HAVE UTILITY LINES MARKED.

1. Tree protection fencing to be installed prior to any land disturbance on site.	4. Activities within tree protection area are not permitted, including staging of materials, parking, pedestrian access, etc.
2. Locate fencing at edge of CRZ, or adjacent pavement edges, as per approved site plans.	5. Where tree protection is adjacent to erosion control, tree fence must be visible and at full 4' height run, on the inside of tree save area.
3. Fencing must remain through the duration of all construction activities. Temporary or relocation fencing for temporary access must be replaced daily and immediately upon completion of work requiring access. Any tree access must be approved in advance by the COSS Arboret.	6. Where tree protection fencing encroaches on CRZ of existing trees to remain, of any size, in areas of cutting trees, free roots are to be cut below grade to depth of 12" with clean character lines.





June 22, 2023

-sent via email-

Dave Wells, Ginger Sottile
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

RE: Sandy Springs Police Headquarters and Municipal Courts – Variance Request

Dear Dave/Ginger,

Per our Teams call on Wednesday, June 14, 2023, the Sandy Springs Police Fleet Maintenance project will require a variance from the city of Sandy Springs Development Code. Please find information below relevant to this request.

PROJECT DESCRIPTION

The Police Fleet Maintenance Facility will include a pre-engineered metal building which includes office space and vehicle service bays. The site will provide parking needs, an outdoor picnic area, above-ground stormwater management facility and utility infrastructure to support the facility. The property will be enclosed by a security fence. The fence facing Roswell Rd will be a picket style ornamental fence with brick columns every 24' o.c. maximum. The remaining 3 sides will feature a 6' height chain link fence topped with razor wire. The project incorporates many layers of security protection including surveillance cameras, fencing with razor wire and modified landscape to allow for optimum visibility.

VARIANCES REQUESTED

1) 8.2.10 Fence Height and Materials

- For security purposes, our secure lot is proposed to include a 6' height chain link fence topped with razor wire. Razor wire is necessary to ensure intruders do not have the option of easily scaling the fence to gain access into the secure area. The razor wire material will extend above the 6' height chain link fence. To ensure secure lot effectiveness is provided, we request a variance to allow the razor wire feature.

We appreciate your consideration for this variance request as we aim to provide a safe, secure facility for the city of Sandy Springs and its citizens. Please do not hesitate to contact us if you have any questions or need any additional information concerning this matter.

Gary Caraway, PLA, LEED AP
Breedlove Land Planning, Inc.
1020 Old Bishop Road
Bishop, GA 30621





June 19, 2023

Ms. Karen Mangum
Jericho Design Group
208 Pirkle Ferry Rd – Suite C
Cumming, Georgia 30040

Re: Sandy Springs Police Headquarters and Municipal Court Building, Fleet Building
CPTED and Perimeter Fencing

Dear Karen,

As you will recall, Next Level Engineering conducted a Crime Prevention through Environmental Design (CPTED) review of these two facilities and, in particular, the importance of properly designed perimeter fencing for the security level of the facilities.

Police Headquarters, Courts and associated facilities face significant security risks. Their very mission makes them a rich target environment. Our risk assessment considered standard industry best practices and CPTED principles of security design. Significant risks which we believe can be mitigated by proper perimeter fence design are:

- Territorial Control – it is imperative that the facility perimeter perform the function of discouraging criminal activity at the property line. Territorial control is achieved by allowing the facility to achieve a sense of control over access to critical facilities and their continued business processes.
- Natural Surveillance – Natural surveillance depends largely on the ability of the facility to be alerted to criminal behavior by casual observation *before* that activity can reach the facility proper. This requires that perimeter features must be challenging to cross, provide clear view to activity beyond the perimeter (no blind spots) and provide a delay element for appropriate facility responders. All of these are vital to keeping threats at a distance from the facility.
- Access Control – Access control comprises physical security measure to screen the credentials of those seeking legitimate access to the facility grounds and buildings. Again, this measure seeks to halt non-authorized access at the perimeter.

Given these security risks and the application of CPTED design principles, we have recommended the following perimeter guidelines:

Next Level Engineering and Construction Services
661 Auburn Ave NE – Unit 9
Atlanta, GA 30312
470-330-0231

Ms. Karen Mangum

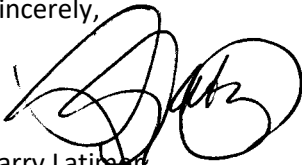
June 19, 2023

Page 2

1. The perimeter fence must be a minimum of 8' 0" in height and contain a roll of concertina wire at the apex. These features create a clear delineation of the facility property (Territorial Control), they present a formidable barrier to discourage criminal access and to delay criminal access to the facility grounds (Natural Surveillance and Access Control).
2. No feature of the perimeter fencing should impede visibility through the fence and to threats that may lay beyond the perimeter. In this regard, no columns or fence privacy features should be employed. Landscaping should be kept low and as distant from the fence as possible. The fence materials should not cause any blind spots from within the perimeter to outside the perimeter (Territorial Control and Natural Surveillance).

Please advise if you have any questions with this assessment and recommendations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry Latimer', with a large, stylized initial 'L'.

Larry Latimer

Low Voltage and Security Engineering

cc: Floyd Keels

Next Level Engineering and Construction Services
661 Auburn Ave NE – Unit 9
Atlanta, GA 30312
470-330-0231

Fleet Enhancement Center

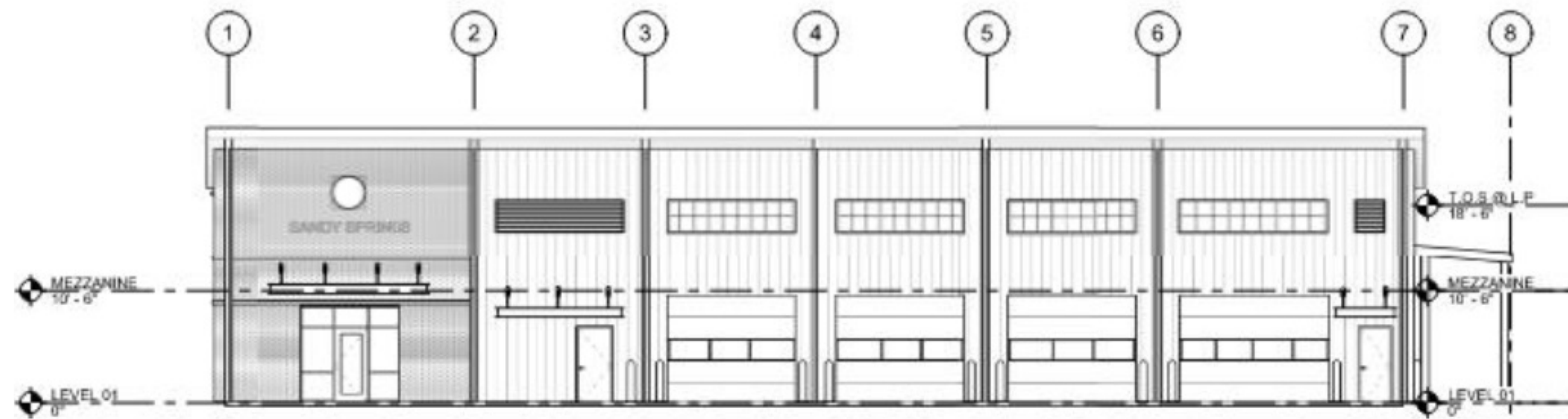
July 18, 2023



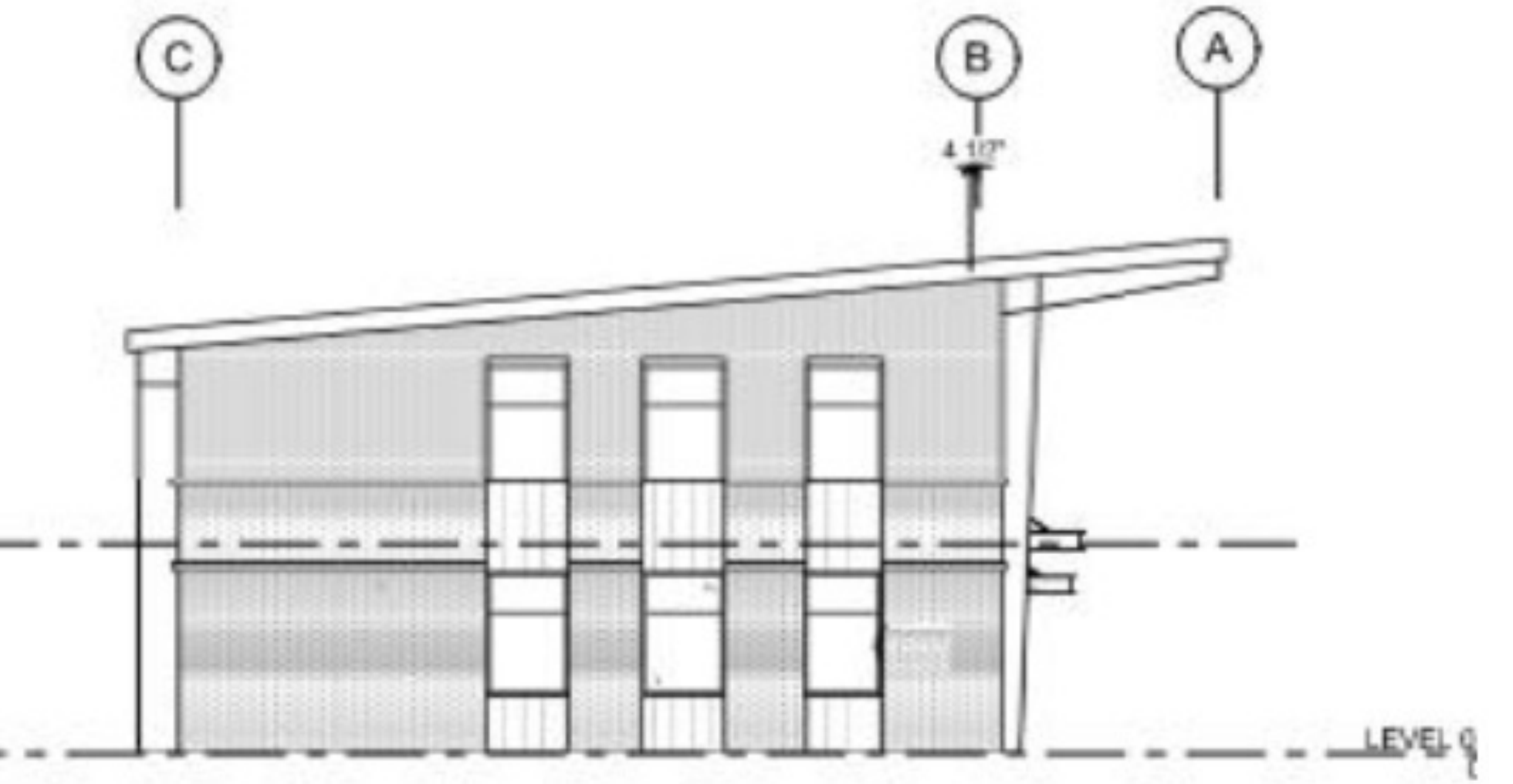
SANDY SPRINGS™
GEORGIA

Development Code Use Considerations

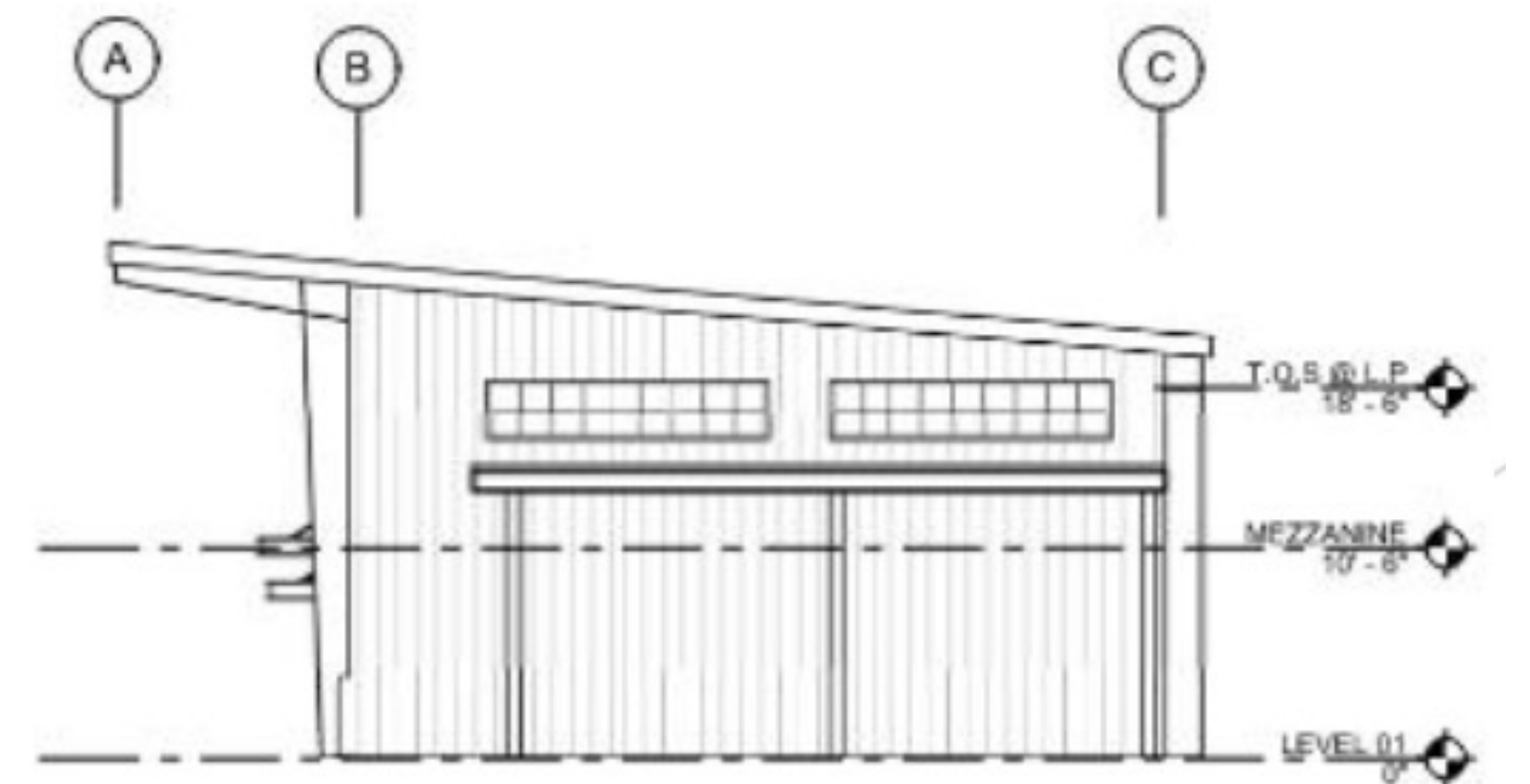
Allowed Use Table	Protected Urban Neighborhood Corridors & Nodes															
Use Category: Specific Use	RE	RD	PK	CON	RU	RT	RM	RX	ON-	OX-	CX-	SX-	TX-	CS-	IX-	CC-
Government facility	C	C	P	—	C	C	C	C	—	P	P	P	P	P	P	P



B1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



B4 WEST ELEVATION
SCALE: 1/8" = 1'-0"



Traffic

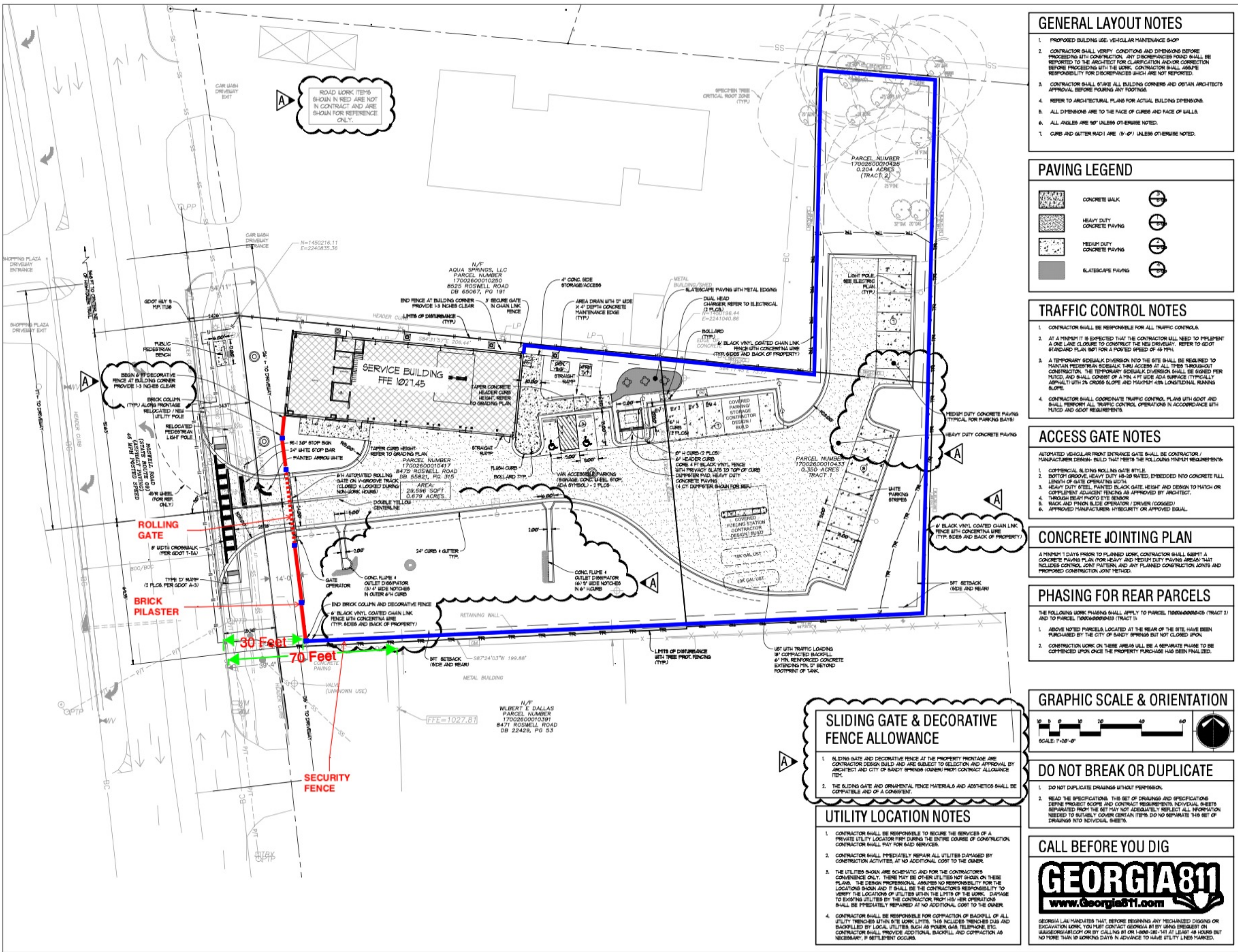
- There are currently 340 vehicles in the City's fleet
- Anticipate 15 staff vehicles per day to the facility. After the pumps have been installed on the property, approximately 40 City vehicles
- Up to 25 of vehicles can be stored on the property at once
 - 23 spaces - (4) equipped with EV chargers
 - 2 ADA accessible spaces

Traffic Counts

Locations	Average Daily Traffic*
Roswell Road, north of Huntcliff	23,577
Roswell Road, north of Hope Road	23,888
Roswell Road, south of Hightower Trail	27,258
Roswell Road, north of Northridge Parkway	27,230
Roswell Road, south of Northridge Parkway	29,441
Huntcliff, west of Roswell Road	1,922
Huntington Place Drive, east of Roswell Road	136
Hope Road, east of Roswell Road	1,568
Hightower Trail, west of Roswell Road (signal)	3,598
Hightower Trail, east of Roswell Road	2,474
Huntcliff Summit (private), west of Roswell Road	461
Northridge Parkway, east of Roswell Road	2,940

*April 2021

Site Plan – 908 Linear Feet of Security Fencing



208 Pinkie Ferry Rd, Suite C
Cumming, GA 30040



**SANDY SPRINGS POLICE
FLEET MAINTENANCE
FACILITY**

CITY OF SANDY SPRINGS

8475 Roswell Rd
Sandy Springs, GA

PRINT RECORD		
No.	DATE	DESCRIPTION
1	07/12/2023	PERMIT RESPONSE

Drawn By
BLP

Checked By
GC

Date
7/12/2023

Job No.
21017

Sheet Title
**LAYOUT &
PAVING PLAN**

Sheet No.
C-2.00

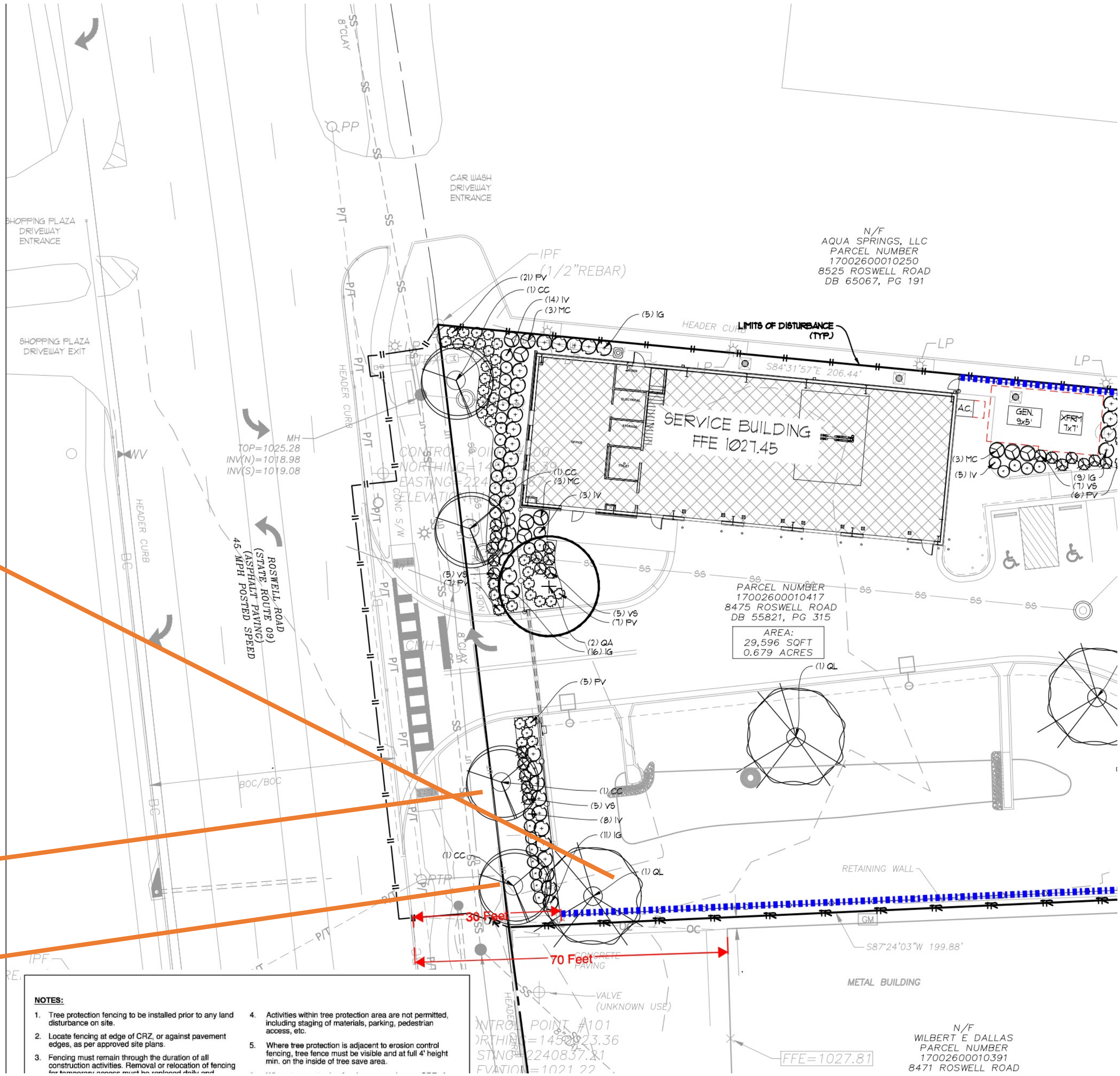
RELEASED FOR CONSTRUCTION



QL - Overcup Oak (*Quercus Lyrata*)
45 - 70 feet tall, 35 - 50 feet wide at maturity - 10 feet at installation



CC - American Hornbeam (*Carpinus Caroliniana*)
20 - 30 feet tall, 20 - 35 feet wide at maturity - 10 feet at installation

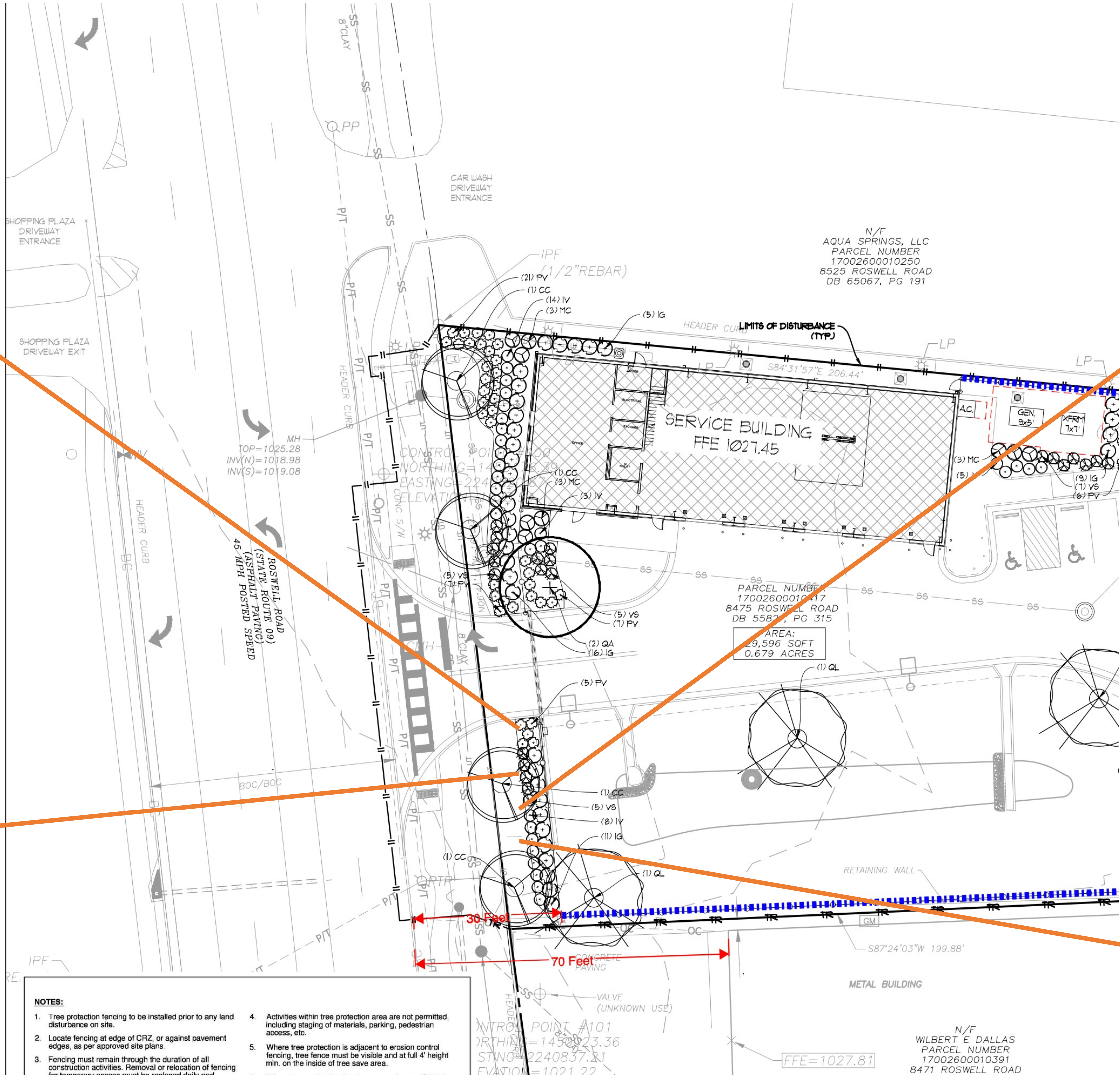




PV - Shenandoah Switchgrass
(Panicum Virgatum 'Shenandoah')
 3 - 4 feet tall, 2 - 3 feet wide



VS - Little Henry Sweetspire
(Itea Virginiana 'Little Henry')
 2 - 3 feet tall, 2 - 3 feet wide



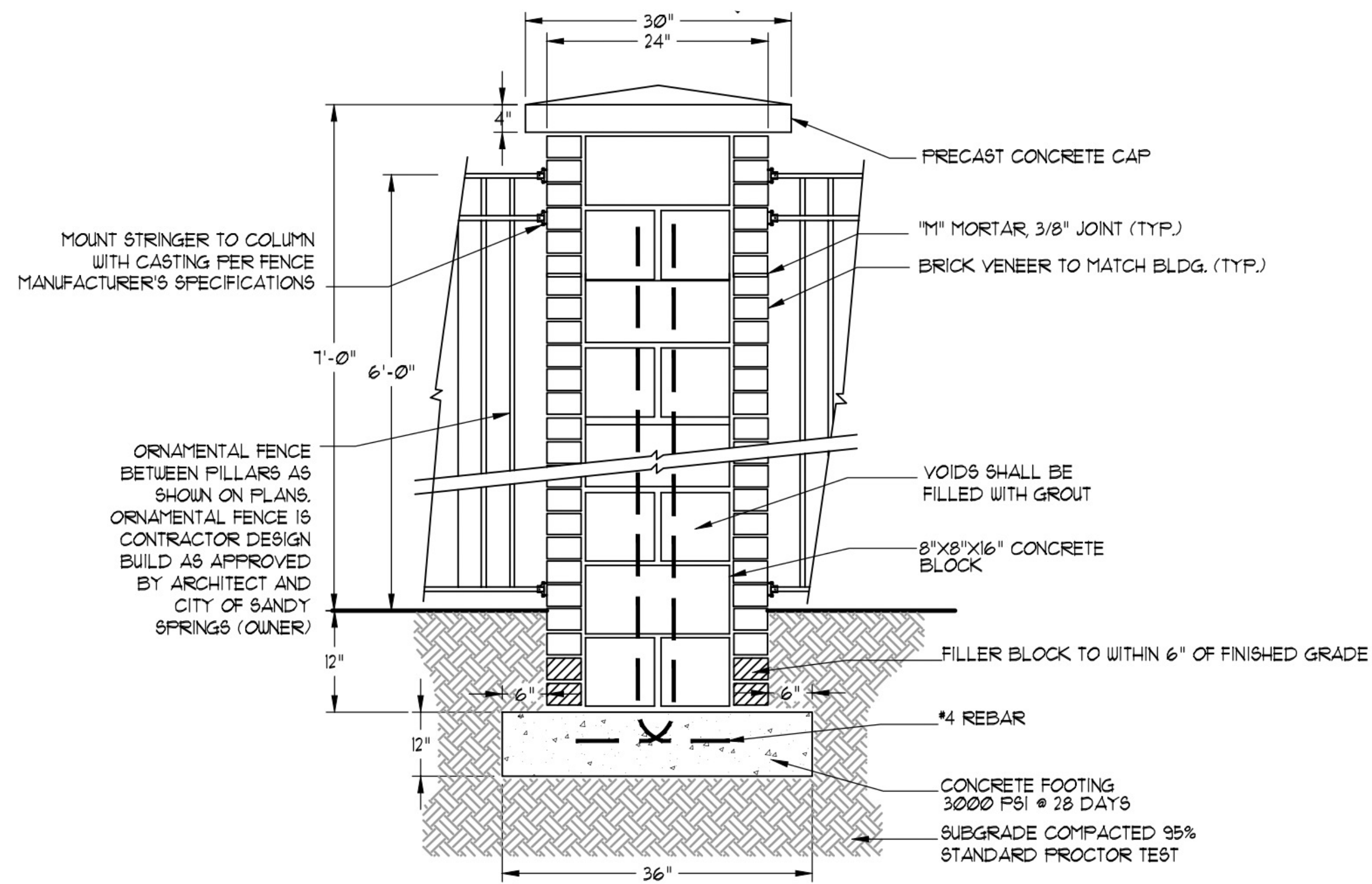
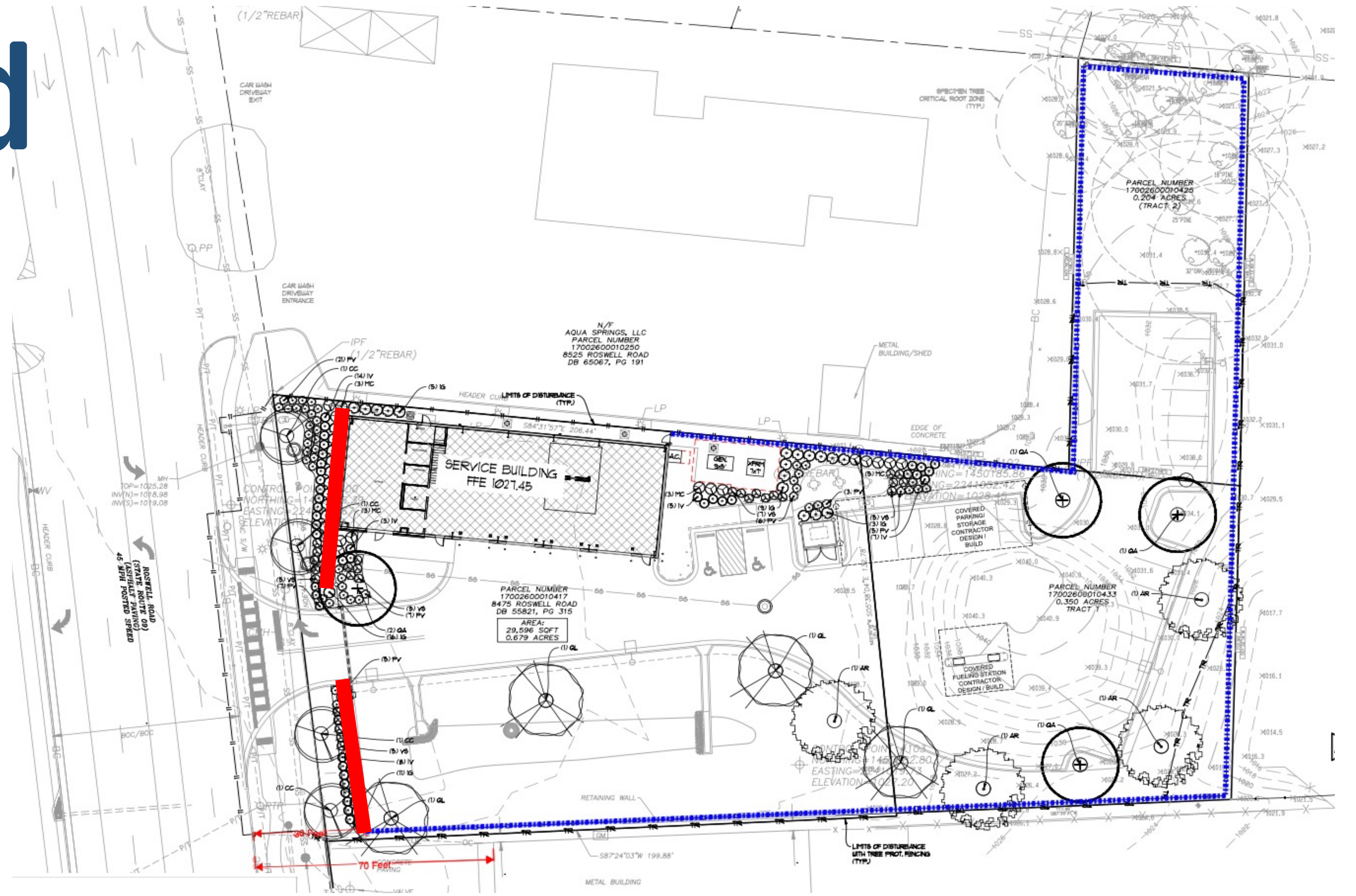
IV - Red Sprite Winterberry
(Ilex Verticillata 'Red Sprite')
 3 - 5 feet tall, 3 - 5 feet wide



IG - Inkberry
(Ilex Glabra 'Shamrock')
 4 - 5 feet tall, 4 - 5 feet wide

Fencing Facing Roswell Road

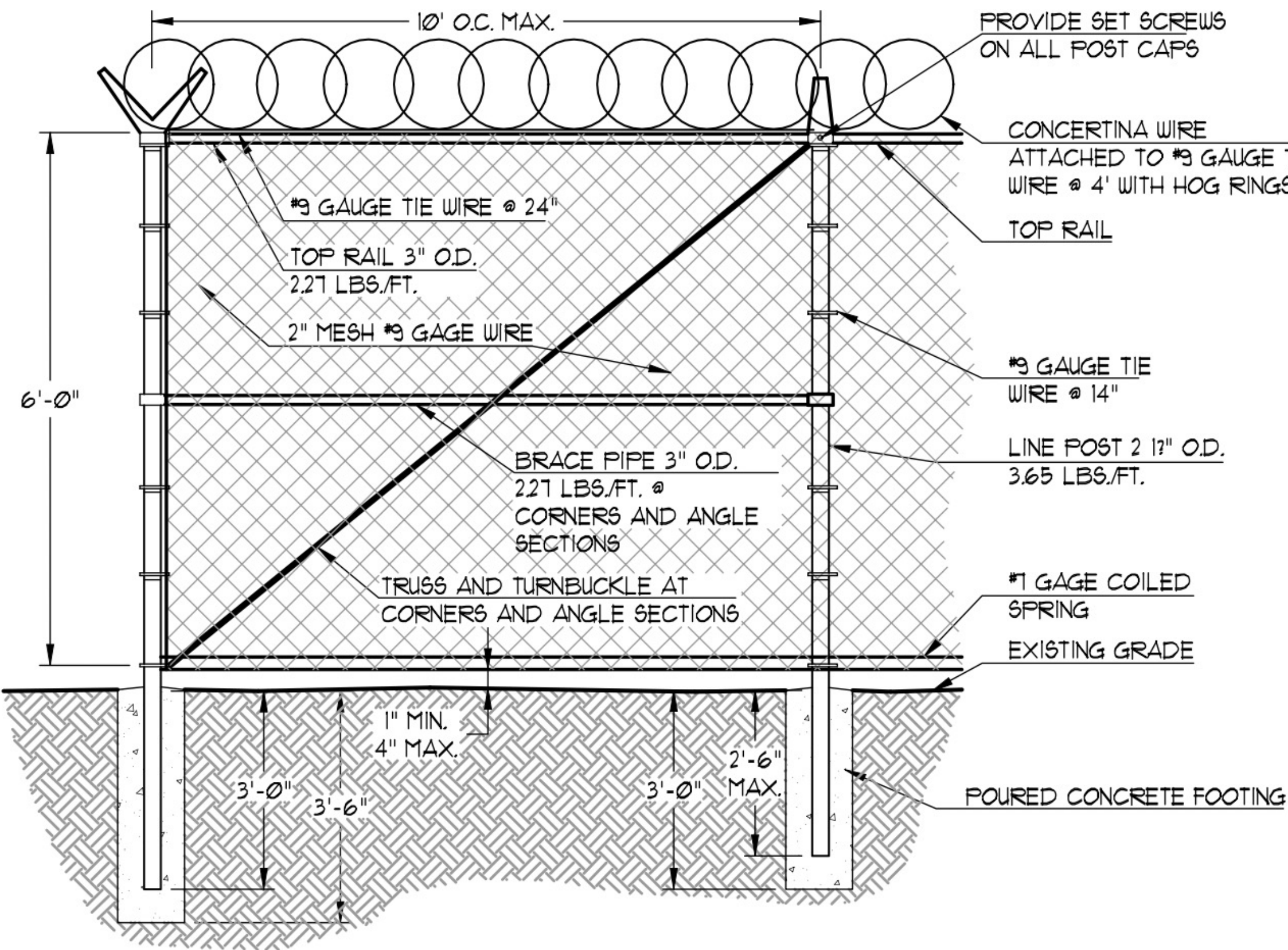
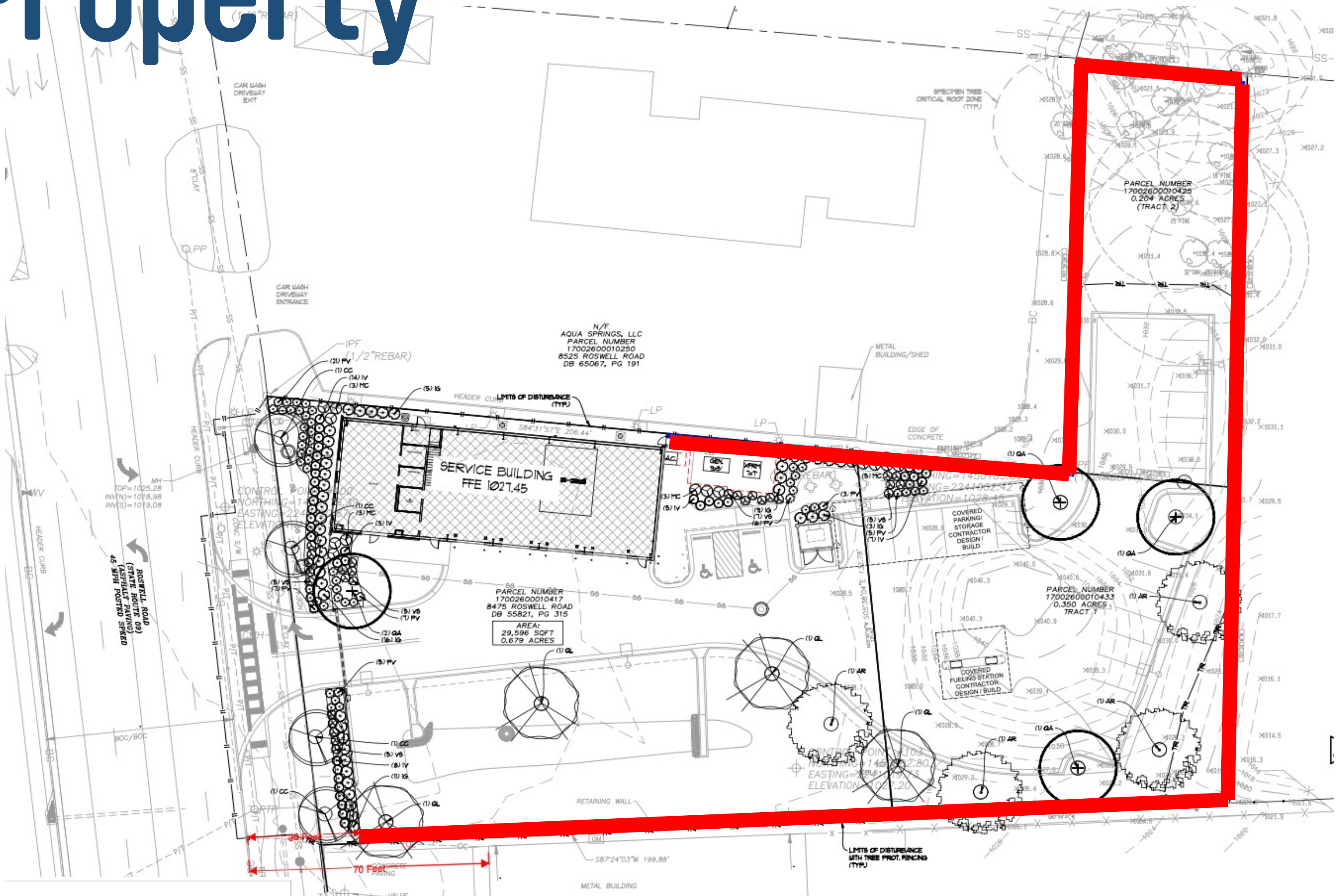
Brick Column Detail



Fencing – Side and Back of the Property

6' Chainlink/Concertina

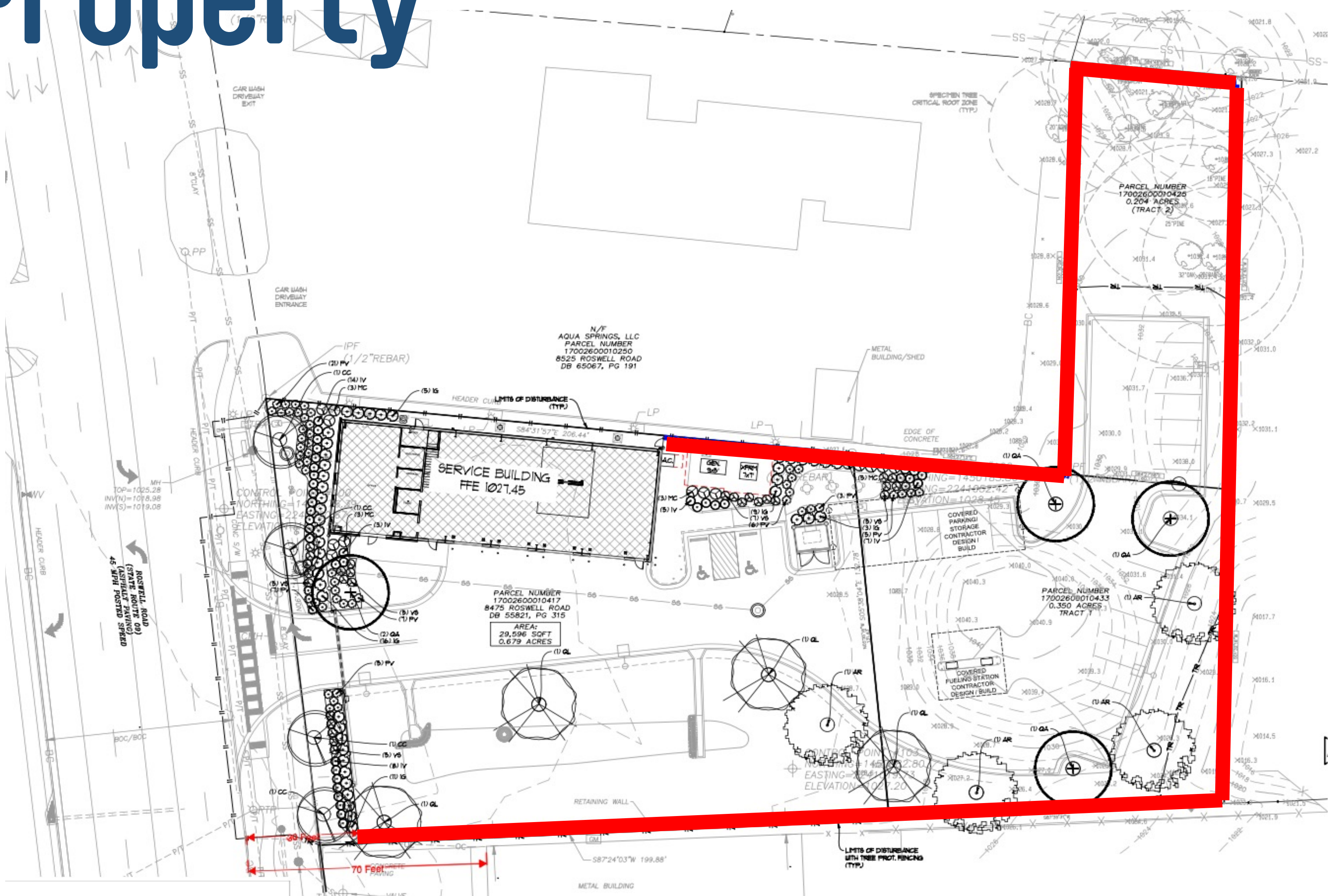
Estimated Cost – \$45,400



Fencing – Side and Back of the Property

Alternate Option

Estimated Cost – \$217,920



Surrounding Area



**South of the Proposed Site
Collision Center**



**Behind the Proposed Site
USPS Parking**





SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: Dave Wells, Director of Facilities/Capital Construction and Building Operations
DATE: June 28, 2023 Submission for the July 18, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to approve a Variance from City Development Code Section 8.2.2. Parking Lot Landscaping, 8.2.7. District Boundary Buffer Wall and 8.2.10. to Allow Alternative Fence Height and Materials, Associated with the Development of the Municipal Complex.

Recommendation:

City Staff recommends that the Mayor and City Council approve a Variance from the Sandy Springs Development Code Sec. 8.2.2. Parking Lot Landscaping, 8.2.7. District Boundary Buffer Wall and 8.2.10. to allow alternative fence height and materials, associated with the development of the Municipal Complex.

Background:

The Sandy Springs Municipal Complex project, located at 620 Morgan Falls Rd., consists of the renovation of an existing office building as well as an addition of square footage to accommodate the facility's needs. There are two distinct parking areas: one (1) secure to the west and one (1) public to the east of the building. As part of the design efforts the project design team, along with Next Level Engineering, conducted a Crime Prevention through Environmental Design (CPTED) review of this facility, along with the Fleet Maintenance Center, and noted the importance of properly designing perimeter fencing for the security level of both facilities.

Discussion:

Discussion:

The Municipal Complex was designed to comply with every feasible Development Code requirement as well as CPTED standards and recommendations. The project includes multiple levels of security protection, such as surveillance cameras, concertina wire fence, clear zones, vehicular obstacles, and redesigned landscape to enable maximum operations and visibility. For security considerations, City Staff is now seeking variances to the following:

Code Div. Section 8.2.2 Parking Lot Landscaping c. Interior Islands: A landscaped interior island must be provided every 8 parking spaces. Interior islands must be distributed evenly throughout the parking area. Interior islands may be consolidated, or intervals may be expanded in order to preserve existing trees.

-We are unable to provide a parking island for every eight spaces. The demand for secure parking, to

ensure the safety of staff and other facility users, takes up a significant amount of the project's allowable parking area. Much of the secure lot is a modified version of the existing parking lot layout. Thus, the islands provided are in the same location where they currently exist.

Section 8.2.7 District Boundary Buffer; A district boundary buffer is required when any of the following districts share a common lot line: a. Any RM- district, Corridor & Node district or Perimeter Center district abutting any RT or RU- district.2. A district boundary buffer may also be required by a specific use standard in Article 7.

- We are requesting to remove the 6' opaque wall requirement from the project and replace with a chain link fence for increased visibility. As an opaque wall would provide an intruder with a place to hide while attempting to gain access to the secure lot area

Section 8.2.10 Fences and Walls Design Standards; Materials a. General Provisions (iii.) Barbed wire, razor wire and concertina wire are prohibited, and (b. ii.) All street-facing fences must have masonry (brick, stone, or stucco finish) piers separating fence panels with a maximum length of approximately 24 feet. Piers are required at any point where the fence changes direction. Piers must be at least 12 inches wide. (iii) All street-facing walls must provide architectural variations such as columns to eliminate large expanses of blank areas, approximately every 24 feet. A. Height (2) requires all other fences and walls, including side and rear yard residential fences and walls, may contain a solid or opaque fence or wall provided they do not exceed a height of 8 feet above grade.

- The proposed concertina wire material would extend above the 8' height chain link fence, exceeding the allowable fencing height of 8'. Staff is requesting a variance which will allow up to 10-foot fence height to maintain secure lot effectiveness. In addition, for security considerations, staff is also requesting a variance to refrain from placing brick columns every 24-foot on-center along the fence facing Morgan Falls Rd, as the columns would jeopardize security for the facility, by limiting clear visibility and providing a hiding space.

Financial Impact:

The project currently includes cost for the chain link fence and concertina wire. Estimates to change to a six-foot opaque wall would increase the project costs an additional \$536,580.00. Adding columns to the current fencing design would increase project cost another \$99,200.00.

Alternatives:

Mayor and Council may choose not to approve the request and provide further direction to City Staff.

Review:

Octavia Baynes, Administrative Asst.

Richard Collins, Construction Manager

Created/Initiated -
7/11/2023

Approved - 7/11/2023

Dave Wells, Director of Facilities/Capital Construction and Building Operations Approved - 7/11/2023

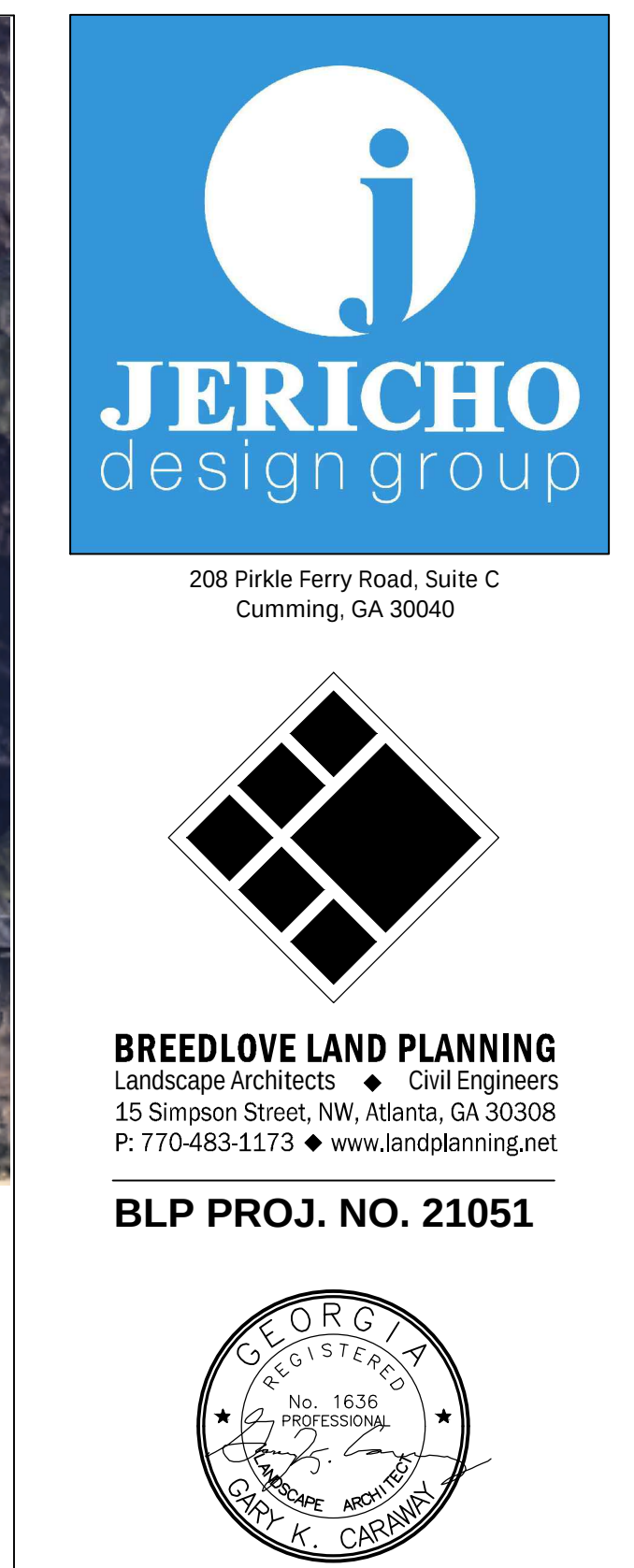
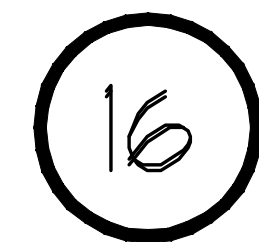
Toni Carlisle, Chief Financial Officer Approved - 7/11/2023

Dan Lee, City Attorney Approved - 7/13/2023

Eden Freeman, City Manager Final Approval -
7/14/2023

Attachments:

1. Sandy Springs PSB Complex-C-2.00 Exhibit 2023-06-29 V5
2. Breedlove Planning_ PSB Variance Request
3. CPTED Letter



620 MORGAN FALLS RD.
SANDY SPRINGS, GA, 30350

NOT RELEASED FOR CONSTRUCTION



June 16, 2023

-sent via email-

Dave Wells, Ginger Sottile
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

RE: Sandy Springs Police Headquarters and Municipal Courts – Variance Request

Dear Dave/Ginger,

Per our Teams call on Wednesday, June 14, 2023, the Sandy Springs Police Headquarters and Municipal Court project will require variances from the city of Sandy Springs Development Code. Please find information below relevant to this request.

PROJECT DESCRIPTION

The Police Headquarters and Municipal Court project includes the renovation of an existing office building and addition of additional square footage to serve the needs of the facility. There are two distinct parking areas: a secure parking lot to the west and a public parking area to the east of the building. Security is of critical importance for this project due to the nature of its use. The project incorporates many layers of security protection including surveillance cameras, fencing with razor wire, clear zones, vehicular barriers and modified landscape to allow for optimum visibility.

VARIANCES REQUESTED

1) 8.2.2 Parking lot landscaping

- We are unable to provide a parking island every 8 spaces. The need for secure parking, which provides safety for staff, judges, officers and other users of the facility, takes up much of the allowable parking area for the project. Most of the secure lot area is a modified layout of the existing parking lot layout. Thus, islands are provided in the same location as they exists currently. New islands have been provided where parking configuration had to be modified to support building addition configurations and revised circulation needs. For instance, a large new greenspace/landscape island has been provided to work around the sallyport addition. Parking quantities needed for this facility to function properly have been maximized to the extent possible within this secure parking area. The public parking area is left with minimal space after all secure parking needs are met. Additionally, other security needs such as the 50' clear zone around the building, vehicular barricade zones, spatial needs for security cameras and call boxes, along with the need for visibility to and from these locations constrains locations allowable for tree islands. Once all security needs are taken into account first and foremost, the remaining parking area must be maximized to meet the functional needs of the facility.

2) 8.2.7 District Boundary Buffer



Sandy Springs Police Headquarters and Municipal Courts – Variance Request
06.16.2023

- We are requesting to remove the 6' opaque wall requirement from the project. Due to security needs, clear visibility is critical to support the function of the site. As a foundational Crime Prevention Through Environmental Design (CPTED) principle, visibility is the best defense against potential criminal actions. An opaque wall would provide an intruder a hiding spot to remain concealed while working to gain entry into the secure lot area. By providing a chain link fence, visibility to the surroundings from within the secure area is optimized.

3) 8.2.10 Fence Height and Materials

- For security purposes, our secure lot is proposed to include an 8' height chain link fence topped with razor wire. Razor wire is necessary to ensure intruders do not have the option of easily scaling the fence to gain access into the secure area. The razor wire material will extend above the 8' height chain link fence in excess of the allowable 8 foot height maximum fencing requirement. To ensure secure lot effectiveness is provided, we request a variance to allow up to 10-foot height of fencing.
- Also, for security reasons, we are seeking a variance not to provide the brick columns every 24-foot on-center along the fence facing Morgan Falls Rd. The columns would jeopardize security for the facility, by limiting clear visibility and providing a hiding space.

We appreciate your considerations for these requests as we aim to provide a safe, secure facility for the city of Sandy Springs and it's citizens. Please do not hesitate to contact us if you have any questions or need any additional information concerning this matter.

Gary Caraway, PLA, LEED AP
Breedlove Land Planning, Inc.
1020 Old Bishop Road
Bishop, GA 30621





June 19, 2023

Ms. Karen Mangum
Jericho Design Group
208 Pirkle Ferry Rd – Suite C
Cumming, Georgia 30040

Re: Sandy Springs Police Headquarters and Municipal Court Building, Fleet Building
CPTED and Perimeter Fencing

Dear Karen,

As you will recall, Next Level Engineering conducted a Crime Prevention through Environmental Design (CPTED) review of these two facilities and, in particular, the importance of properly designed perimeter fencing for the security level of the facilities.

Police Headquarters, Courts and associated facilities face significant security risks. Their very mission makes them a rich target environment. Our risk assessment considered standard industry best practices and CPTED principles of security design. Significant risks which we believe can be mitigated by proper perimeter fence design are:

- Territorial Control – it is imperative that the facility perimeter perform the function of discouraging criminal activity at the property line. Territorial control is achieved by allowing the facility to achieve a sense of control over access to critical facilities and their continued business processes.
- Natural Surveillance – Natural surveillance depends largely on the ability of the facility to be alerted to criminal behavior by casual observation *before* that activity can reach the facility proper. This requires that perimeter features must be challenging to cross, provide clear view to activity beyond the perimeter (no blind spots) and provide a delay element for appropriate facility responders. All of these are vital to keeping threats at a distance from the facility.
- Access Control – Access control comprises physical security measure to screen the credentials of those seeking legitimate access to the facility grounds and buildings. Again, this measure seeks to halt non-authorized access at the perimeter.

Given these security risks and the application of CPTED design principles, we have recommended the following perimeter guidelines:

Next Level Engineering and Construction Services
661 Auburn Ave NE – Unit 9
Atlanta, GA 30312
470-330-0231

Ms. Karen Mangum

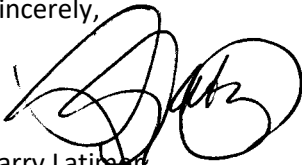
June 19, 2023

Page 2

1. The perimeter fence must be a minimum of 8' 0" in height and contain a roll of concertina wire at the apex. These features create a clear delineation of the facility property (Territorial Control), they present a formidable barrier to discourage criminal access and to delay criminal access to the facility grounds (Natural Surveillance and Access Control).
2. No feature of the perimeter fencing should impede visibility through the fence and to threats that may lay beyond the perimeter. In this regard, no columns or fence privacy features should be employed. Landscaping should be kept low and as distant from the fence as possible. The fence materials should not cause any blind spots from within the perimeter to outside the perimeter (Territorial Control and Natural Surveillance).

Please advise if you have any questions with this assessment and recommendations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry Latimer', with a large, stylized circular flourish at the end.

Larry Latimer

Low Voltage and Security Engineering

cc: Floyd Keels

Next Level Engineering and Construction Services
661 Auburn Ave NE – Unit 9
Atlanta, GA 30312
470-330-0231



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Helen Owens, Planner III/Zoning Administrator

DATE: June 14, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve a Metropolitan River Protection Act Certificate for River Corridor Review RC-23-01SS for Property Located at 6390 Black Water Trail

Recommendation:

Staff recommends approval of RC23-01SS, consistent with the Chattahoochee Corridor Plan.

Background:

Properties within 2,000 feet of the Chattahoochee River are subject to the Chattahoochee River Corridor Protection Act. The regulations call for review and approval by the Atlanta Regional Commission (ARC), public hearing and approval by the local governing authority, and issuance of a Metro River Certificate. The review focuses on whether the project is consistent with the Chattahoochee Corridor Plan, which limits clearing and impervious surface within the corridor.

Discussion:

The property owner proposes the construction of a pool. The site is located in Vulnerability Category "B" with a proposed impervious area of 7,116 square feet and Vulnerability Category "D" with a proposed impervious area of 73 square feet.

Financial Impact:

N/A

Alternatives:

N/A

Review:

Helen Owens, Planner III/Zoning Administrator
Ginger Sottile, Director of Community Development
Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 6/14/2023
Approved - 7/13/2023
Approved - 7/13/2023
Approved - 7/14/2023
Approved - 7/14/2023
Final Approval - 7/14/2023

Attachments:

1. 6390 Black Water Trail NW
2. River Corridor Resolution

DATE: JUNE 12, 2023

TO: MAYOR RUSTY PAUL, City of Sandy Springs
ATTN TO: HELEN OWENS, ZONING ADMINISTRATOR, City of Sandy Springs
FROM: Anna Roach, Executive Director, Atlanta Regional Commission



ARC has completed a regional review of the following proposal and made the below finding. ARC reviewed the proposed project's relationship to regional plans, goals, and policies and impacts it might have on the activities, plans, goals, and policies of other local jurisdictions and state, federal, and other agencies.

Name of Proposal: RC-23-01SS 6390 Black Water Trail NW

Submitting Local Government: City of Sandy Springs

Date Opened: May 26, 2023

Date Closed: June 12, 2023

FINDING: ARC staff have completed a review of an application for a MRPA Certificate for this proposed project in the Chattahoochee River Corridor. ARC's finding is that the project is consistent with the Chattahoochee River Corridor Plan.

Additional Comments: No additional comments were received.

THE FOLLOWING LOCAL GOVERNMENTS AND AGENCIES RECEIVED NOTICE OF THIS REVIEW:

ATLANTA REGIONAL COMMISSION
NATIONAL PARK SERVICE
CITY OF ROSWELL

GEORGIA DEPARTMENT OF NATURAL RESOURCE
GEORGIA CONSERVANCY
CITY OF ATLANTA

CHATTAHOOCHEE RIVERKEEPER
COBB COUNTY

For questions regarding this review, please contact Donald Shockey at (470) 378-1531 or dshockey@atlantaregional.org. This finding will be published to the ARC website at <https://atlantaregional.org/plan-reviews>.

APPLICATION FOR METROPOLITAN RIVER PROTECTION ACT CERTIFICATE

1. **Name of Local Government:** Sandy Springs

2. **Owner(s) of Record of Property to be Reviewed:**
Name(s): Adrian Davis
Mailing Address: 6390 Black Water Trail NW
City: Sandy Springs **State:** GA **Zip:** 30328
Contact Phone Numbers (w/Area Code):
Daytime Phone: _____ **Fax:** _____
Other Numbers: _____

3. **Applicant(s) or Applicant's Agent(s):**
Name(s): Emily Sidner
Mailing Address: 211 Frasier St.
City: Marietta **State:** GA **Zip:** 30060
Contact Phone Numbers (w/Area Code):
Daytime Phone: 678-324-8410 **Fax:** _____
Other Numbers: emily@crescentvieweng.com

4. **Proposed Land or Water Use:**
Name of Development: 6390 Black Water Trail Pool Addition
Description of Proposed Use: Construction of a new pool to existing single family
home

5. **Property Description (Attach Legal Description and Vicinity Map):**
Land Lot(s), District, Section, County: Land lot 130, District 17, Sandy Springs,
Fulton County
Subdivision, Lot, Block, Street and Address, Distance to Nearest Intersection: North Harbor,
Lot 35, Block A, 6390 Black Water Trail NW
Size of Development (Use as Applicable):
Acres: **Inside Corridor:** .522
Outside Corridor: _____
Total: .522 (.085 disturbed)
Lots: **Inside Corridor:** 1
Outside Corridor: _____
Total: 1
Units: **Inside Corridor:** 1
Outside Corridor: _____
Total: 1
Other Size Descriptor (i.e., Length and Width of Easement):
Inside Corridor: _____
Outside Corridor: _____
Total: _____

6. Related Chattahoochee Corridor Development:

A. Does the total development include additional land in the Chattahoochee Corridor that is not part of this application? No

If "yes", describe the additional land and any development plans: _____

B. Has any part of the property in this application, or any right-of-way or easement bordering this land, previously received a certificate or any other Chattahoochee Corridor review approval? No

If "yes", please identify the use(s), the review identification number(s), and the date(s) of the review(s): _____

7. How Will Sewage from this Development be Treated?

A. Septic tank _____

Note: For proposals with septic tanks, the application must include the appropriate local government health department approval for the selected site.

B. Public sewer system Yes _____

8. Summary of Vulnerability Analysis of Proposed Land or Water Use:

Vulnerability Category	Total Acreage (or Sq. Footage)	Total Acreage (or Sq. Footage) Land Disturbance	Total Acreage (or Sq. Footage) Imperv. Surface	Percent Land <u>Disturb.</u> (Maximums Shown In Parentheses)	Percent Imperv. <u>Surf.</u> (Maximums Shown In Parentheses)
A	_____	_____	_____	(90)	(75)
B	19025	12095	7116	(80) 63.4	(60) 37.4
C	_____	_____	_____	(70)	(45)
D	3691	664	73	(50) 17.9	(30) 1.9
E	_____	_____	_____	(30)	(15)
F	_____	_____	_____	(10)	(2)
Total:	22716	12759	7189	N/A	N/A

9. Is any of this Land within the 100-Year Floodplain of the Chattahoochee River? No

If "yes", indicate the 100-year floodplain elevation: _____

NOTE: The 100-year river floodplain is defined as the natural land surface below the one hundred- (100) year flood elevations shown in the Flood Profiles of the most recent floodplain study for the Chattahoochee River approved by the United States Federal Emergency Management Agency for each Corridor jurisdiction.

NOTE: All river 100-year floodplain is assigned to the "E" Category; its allowable allocations can be combined with those of other "E" land in the review. Also, 100-year floodplain cannot be reanalyzed and cannot accept transfers.

10. Is any of this land within the 500-year floodplain of the Chattahoochee River? No

If "yes", indicate the 500-year flood plain elevation: _____

NOTE: The 500-year floodplain is defined as the natural land surface below the five hundred- (500) year flood elevations shown in the Flood Profiles of the most recent floodplain study for the Chattahoochee River approved by the United States Federal Emergency Management Agency for each Corridor jurisdiction.

NOTE: Plan Standards include a 35-foot height limit above the pre-construction grade within the 500-year floodplain (includes the 100-year floodplain). Adherence to this standard must be noted on the submitted plans (see Part 2.B.(4) of the Chattahoochee Corridor Plan).

11. The following is a checklist of information required to be attached as part of the application. Individual items may be combined.

FOR ALL APPLICATIONS:

X Description of land in the application and any additional land in the project (attach legal description or surveyed boundaries).

X Name, address, and phone number(s) of owner(s) of record of the land in the application. (Space provided on this form)

X Written consent of all owners to this application. (Space provided on this form)

X Name, address, and phone number(s) of applicant or applicant's agent. (Space provided on this form)

X Description of proposed use(s). (Space provided on this form)

X Existing vegetation plan.

X Proposed grading plan.

X Certified as-builts of all existing land disturbance and impervious surfaces.

X Approved erosion control plan.

X Detailed table of land-disturbing activities. (Both on this form and on the plans)

☒ Plat-level plan showing (as applicable): lot boundaries; any other sub-areas; all easements and rights-of-way; 100- and 500-year river floodplains; vulnerability category boundaries; topography; any other information that will clarify the review.

____ Documentation on adjustments, if any.

____ Cashier's check or money order (for application fee).

FOR SINGLE-STEP APPLICATIONS (NON-SUBDIVISION):

☒ Site plan.

☒ Land-disturbance plan.

FOR TWO-STEP SINGLE-FAMILY SUBDIVISION APPLICATIONS ONLY:

____ Concept plan.

____ Lot-by-lot and non-lot allocation tables.

12. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act: (use additional sheets as necessary)

Adrian Davis

4/10/2023

Signature(s) of Owner(s) of Record

Date

13. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act:

edl

3/14/23

Signature(s) of Applicant(s) or Agent(s)

Date

The City of Sandy Springs

14. The governing authority of _____ requests review by the Atlanta Regional Commission of the above-described use under the Provisions of the Metropolitan River Protection Act.

Helen Owens

04/25/2023

Signature of Chief Elected Official or Official's Designee

Date

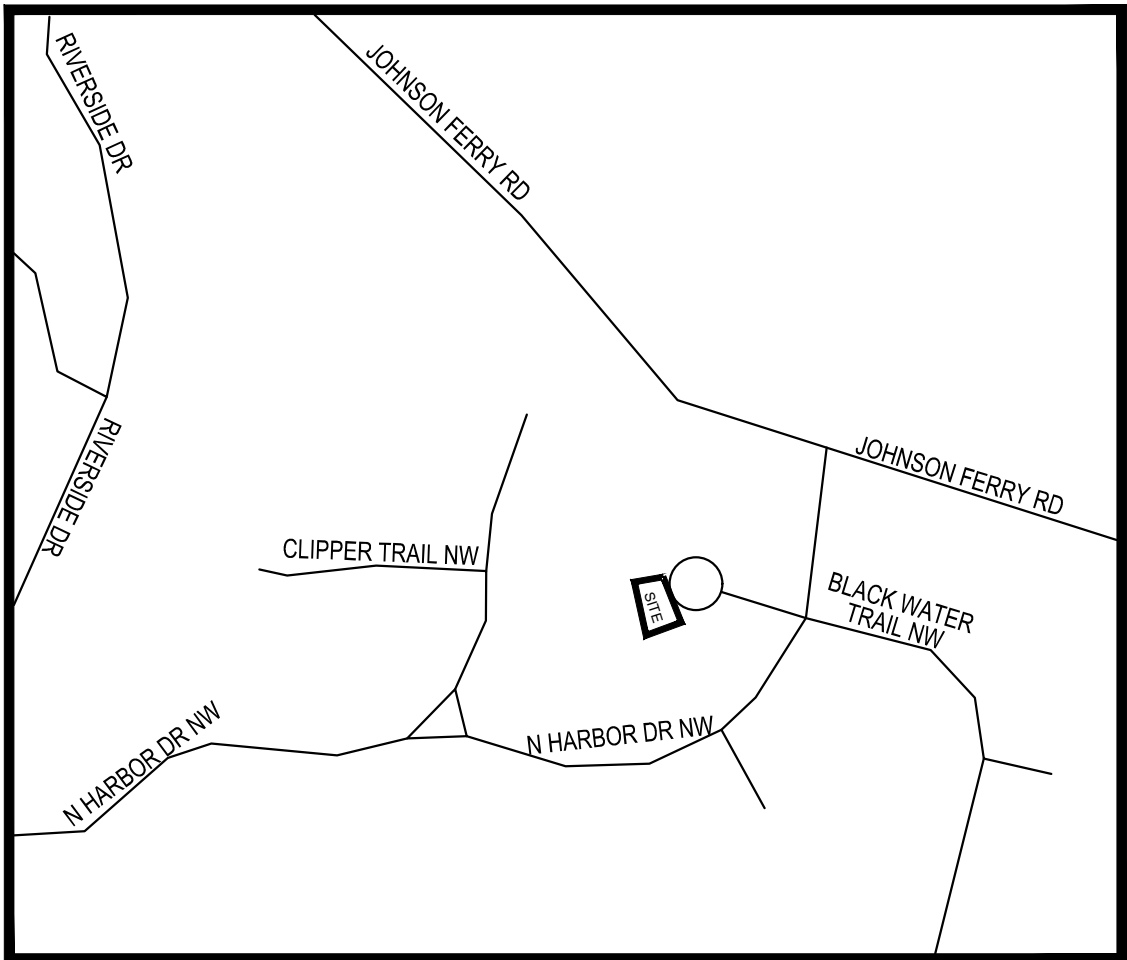
SITE NOTES:

1. THE SITE CONTAINS: 0.522 ACRES / 22,716 SF
TOTAL DISTURBED ACREAGE: 0.085 ACRES / 3,685 SF

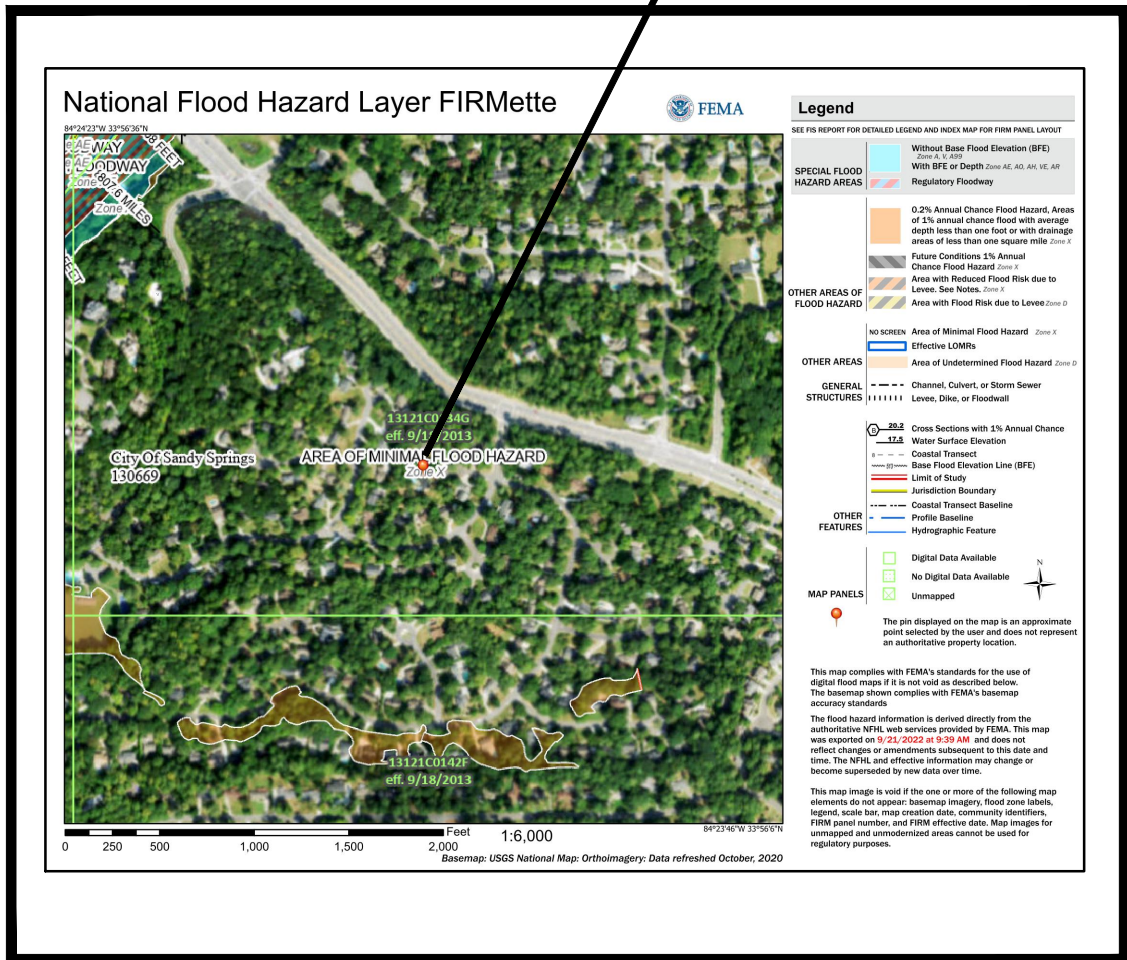
STREET ADDRESS: 6390 BLACKWATER TRAIL NW, SANDY SPRINGS, GA 30328

ZONING: RD-18 (RESIDENTIAL DETACHED)
MINIMUM LOT AREA = 18,000 SQ. FT
MINIMUM LOT WIDTH = 100 FT.
MINIMUM CANOPY COVERAGE = 35%
MINIMUM FRONT SETBACK = 50 FT.
MINIMUM SIDE STREET = 20 FT
MINIMUM REAR COMMON LOT LINE = 35 FT.
MAXIMUM BUILDING HEIGHT = 3 STORIES/ 40 FT MAX (PRINCIPAL DWELLING)
MINIMUM PARKING REQUIREMENTS: 2 PER PRINCIPAL DWELLING UNIT
MAXIMUM LOT COVERAGE = 35%

2. SURVEY INFORMATION TAKEN FROM SURVEYS PERFORMED BY SURVEY LAND EXPRESS, INC. DATED 7-28-22.
3. THIS SITE IS NOT LOCATED WITHIN A SPECIAL HAZARD FLOOD ZONE [A, AE, SHADED ZONE X] AS DEFINED BY F.I.R.M. COMMUNITY PANEL NUMBER 13121C0134G DATED SEPTEMBER 18, 2013 FOR UNINCORPORATED FULTON COUNTY, GEORGIA.
4. THE HOUSE FOOTPRINT IS EXISTING AND REPRESENT THE OUTSIDE EDGE OF THE VENEER. THE FOOTPRINT DOES NOT REPRESENT THE ROOF GUTTER LINE OR THE OUTSIDE EDGE OF THE FOOTINGS.
5. THESE DRAWINGS AND THEIR REPRODUCTIONS ARE THE PROPERTY OF THE ENGINEER, AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS ENGINEER.
6. THIS PLAN WAS PREPARED FOR PERMIT APPROVAL ONLY. ACTUAL CONSTRUCTION SHOULD BE BASED ON LAYOUT BY A REGISTERED LAND SURVEYOR THAT WILL ENSURE THE STRUCTURE IS BUILT WITHIN THE SETBACK LINES.
7. THIS PLAN DOES NOT CONSTITUTE AN APPROVAL OF A RETAINING WALL DESIGN. ANY FUTURE RETAINING WALL DESIGN TO BE SUBMITTED BY OWNER / CONTRACTOR.
8. AFTER THE PERMIT IS ISSUED, CONTACT THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT PORTAL TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE SITE INSPECTOR PRIOR TO ANY LAND DISTURBANCE, BUILDING CONSTRUCTION, OR DEMOLITION.
9. IF THE RESIDENCE IS CONSTRUCTED CLOSER THAN 20 FEET TO ANOTHER RESIDENTIAL STRUCTURE OR OTHER OUTBUILDING LARGER THAN 300 SF, AUTOMATIC SPRINKLERS SHALL BE REQUIRED IN THE KITCHEN AND FUEL FIRED EQUIPMENT ROOM PURSUANT TO THE CITY OF SANDY SPRINGS FIRE ORDNANCE 2006-11-86: CHAPTER 15 HEALTH AND PUBLIC SAFETY, EFFECTIVE NOVEMBER 8, 2006.
10. OWNER TO EXECUTE AN AGREEMENT FROM CITY OF SANDY SPRINGS COMMUNITY DEVELOPMENT 10. BEFORE ANY DECK STRUCTURES CAN BE BUILT IN ANY PRIVATE EASEMENTS.
11. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
12. NO DECKS, PATIOS, OR PERMANENT STRUCTURES PERMITTED IN BUFFERS OR EASEMENTS. THE HOUSE ONSITE IS EXISTING AND WAS CONSTRUCTED OF MATERIALS CONSISTING OF BRICK, ROCK, WOOD.
13. WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.
14. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.
15. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
16. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.



LOCATION MAP
N.T.S.



FEMA MAP
N.T.S.

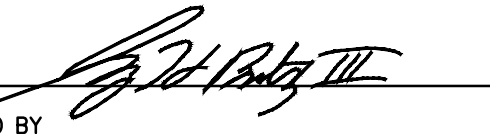
STORMWATER REQUIREMENTS:

1. ARC APPROVAL, IF REQUIRED. N/A
2. LOCATION OF ANY CITY OF SANDY SPRINGS TRIBUTARY BUFFERS, OR STATE WATER BUFFERS, IF APPLICABLE. SEE SHEET C-3
3. IF LAND DISTURBANCE IS 1,000 SQUARE FEET OR GREATER, PROVIDE STORMWATER MANAGEMENT FACILITIES THAT WILL PROVIDE STORMWATER STORAGE FOR 1.2 INCHES OF RUNOFF FROM ALL IMPERVIOUS SURFACES WITHIN THE SITE, CONFIGURE FACILITY SO THAT THE DESIGNED DISCHARGE DURATION OF THE WOV EXCEEDS 24 HOURS. VOIDS WITHIN STONE INFILTRATION TRENCHES OR SIMILAR SHALL BE CONSIDERED TO BE 40% OF STONE VOLUME. SHOW ON SITE PLAN THE LAYOUT AND DETAILS OF THE STORMWATER MANAGEMENT FACILITIES. PROVIDE SUPPORTING CALCULATIONS SEE SHEET C-3
4. WHERE EXISTING RUNOFF LEAVES THE SITE IN A SHEET FLOW CONDITION, RUNOFF SHALL LEAVE THE SITE IN A SHEET FLOW CONDITION AFTER DEVELOPMENT. SEE SHEET C-3
5. PROVIDE CALCULATIONS FOR WATER QUALITY. SEE SHEET C-3
6. PROVIDE TEST DATA TO INSURE THAT THE SOIL UNDERNEATH ALL WATER QUALITY DEVICES USING INFILTRATION HAS A MINIMUM 0.5 INCHES PER HOUR INFILTRATION RATE. TEST IN PROGRESS
7. INFILTRATION TYPE BMPs SHOULD BE A MINIMUM OF 10 FEET AWAY FROM PROPERTY LINES AND/OR FOUNDATIONS AND A MINIMUM OF 20 FEET AWAY FROM SEPTIC SYSTEMS, SUBJECT TO FULTON COUNTY HEALTH DEPARTMENT APPROVAL. SEE SHEET C-3
8. THE MODIFIED TAFT METHOD IS NOT ACCEPTABLE TO DETERMINE INFILTRATION RATES. A PERCOLATION TEST MAY BE USED TO OBTAIN INFILTRATION RATES PROVIDED IT IS PERFORMED USING THE "PORCHET METHOD". SEE SHEET C-3
9. PROVIDE A GPS (GEORGIA STATE PLANE ZONE WEST) COORDINATE FOR EACH WATER QUALITY BMP ON THE SITE PLAN. SEE SHEET C-3

CONSTRUCTION NARRATIVE:

THE PROPOSED PLAN CALLS FOR THE CONSTRUCTION OF A NEW POOL TO AN EXISTING SINGLE FAMILY HOUSE CONFORMING ZONING RD-18. ALL BMP'S ARE TO REMAIN IN PLACE UNTIL THE SITE IS 100% STABILIZED.

"I CERTIFY UNDER THE PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION"

CERTIFIED BY 

03-13-23
DATE

24 HOUR EMERGENCY CONTACT: ASHLEY BARTON 404-863-2450

CITY OF SANDY SPRINGS POOL ADDITION CONSTRUCTION DOCUMENTS FOR:

6390 BLACK WATER TRAIL NW

LAND LOT 130 DISTRICT 17

CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

PLAN REQUIREMENTS:

1. MAXIMUM SHEET SIZE SHALL BE 36" x 48" (24" x 36" PREFERRED) (ALL LETTERING SHALL BE READABLE).
2. PROJECT NAME AND ADDRESS, SUBDIVISION NAME AND LOT NUMBER (IF APPLICABLE), LAND LOT, DISTRICT, AND ZONING.
6390 BLACK WATER TRAIL NW, SANDY SPRINGS, GA 30328, LAND LOT 130, 17TH DISTRICT, ZONING RD-18
3. OWNER'S NAME AND COMPLETE ADDRESS INCLUDING ZIP CODE.
ASHLEY BARTON, 6390 BLACK WATER TRAIL NW, SANDY SPRINGS, GA 30328
4. NAME, TELEPHONE NUMBER, AND GSWC LEVEL 1A CERTIFICATION NUMBER OF A 24-HOUR CONTACT.
ASHLEY BARTON 404-863-2450, CERTIFICATION NUMBER 0000088211
5. DESIGN FIRM NAME/ADDRESS/PHONE, POINT OF CONTACT AND CONTACT PHONE NUMBER.
CRESCENT VIEW ENGINEERING, 211 FRASIER STREET S.E., MARIETTA, GA 30060, 678-324-8410
6. NORTH ARROW, SITE ACREAGE, AND SCALE OF DRAWING (1"=10 to 1"=50').
NORTH ARROW SHOWN ON THIS PAGE, SITE ACREAGE IS 0.522 ACRES, SCALE IS 1" = 20'
7. BOUNDARY INFORMATION INCLUDING BEARINGS AND DISTANCES ALONG ALL PROPERTY LINES AND A LOCATION SKETCH.
SHOWN ON SURVEY PER SURVEYOR
8. STREET NAME.
BLACK WATER TRAIL
9. LOT BUILDING SETBACK LINES (PER SANDY SPRINGS ZONING ORDINANCE) LABELED WITH DIMENSIONS TO LOT LINES.
ALL SETBACKS ARE SHOWN ON THIS PLAN PER SANDY SPRINGS RD-18 ZONING
10. NAMES OF ADJOINER'S AND RESPECTIVE ZONINGS.
NAMES OF THE ADJOINERS ALONG WITH RESPECTIVE ZONING IS SHOWN ON SHEET C-1 OF THESE PLANS.
11. LOCATIONS OF ALL EXISTING STRUCTURES (INCLUDING HOUSES, BARNs, SHEDS, LANDSCAPE AND RETAINING WALLS, SANITARY AND STORM DRAINAGE LINES AND STRUCTURES, WATER LINES, NEAREST FIRE HYDRANT, DETENTION PONDS AND STRUCTURES, SEPTIC TANKS AND LINES, POOLS, FENCES, ETC.) WITH DISTANCES TO LOT LINES FOR ALL ABOVE GROUND STRUCTURES.
ALL EXISTING DISTANCES ARE SHOWN ON THE SURVEY (S-1) AND ALL PROPOSED DISTANCES ARE SHOWN ON C-1
12. PROVIDE EXISTING TOPOGRAPHY INCLUDING APPROPRIATE TREES, ALL EXISTING PIPES WITH THEIR APPROPRIATE EASEMENTS. PROVIDE SOURCE.
EXISTING TOPOGRAPHY AND ALL TREES SHOWN ON SURVEY (S-1). ALL KNOWN PIPES ARE SHOWN ON PLAN C-1.
13. LOCATIONS OF ALL PROPOSED STRUCTURES (INCLUDING HOUSES, WALLS, SANITARY, AND STORM DRAINAGE LINES AND STRUCTURES, SEPTIC TANKS AND LINES, POOLS, FENCES, ETC.). SIZE AND TYPE OF CONSTRUCTION SHOULD BE CALLED OUT ON THE PLAN WITH DISTANCES TO LOT LINES FOR ALL ABOVE GROUND STRUCTURES.
ALL PROPOSED DRAWING STRUCTURES ARE SHOWN ON SHEET C-1
14. HEIGHT OF PROPOSED BUILDINGS AND SQUARE FOOTAGE OF EXISTING AND PROPOSED DWELLING (THE DWELLING MUST MEET THE MINIMUM REQUIREMENTS FOR THE PARCEL'S ZONING DISTRICT).
HOUSE IS EXISTING, NO PROPOSED HOUSE AS A PART OF THIS PLAN.
15. LOCATION OF ZONING BUFFERS, ACCESS EASEMENTS, SEWER EASEMENTS, AND DRAINAGE EASEMENTS, ETC.
APPLICABLE EXISTING AND PROPOSED EASEMENTS AND BUFFERS SHOWN ON SHEET C-1 RESPECTIVELY.
16. LOCATION OF DRIVEWAY (EXISTING AND PROPOSED) AND THE PROPOSED CONSTRUCTION ENTRANCE. DIMENSION FROM ANY IMPROVEMENTS OR THE PROPERTY CORNER. PROPOSED DRIVEWAY APRON(S) MUST BE A MINIMUM OF 10 FEET FROM A CATCH BASIN FIRE HYDRANT, AND THE LOT LINE. DRIVEWAY APRON(S) MUST ALSO BE A MINIMUM OF 25 FEET FROM THE RADIUS RETURN ON CORNER LOTS.
EXISTING DRIVEWAY TO REMAIN SHOWN ON SHEET C-1.
17. FLOOD PLAIN NOTE AND FLOOD INSURANCE RATE MAP (F.I.R.M) PANEL NUMBER AND EFFECTIVE DATE:
THIS SITE IS NOT LOCATED WITHIN A SPECIAL HAZARD FLOOD ZONE [A, AE, SHADED ZONE X] AS DEFINED BY F.I.R.M. COMMUNITY PANEL NUMBER 13121C0134 G DATED SEPTEMBER 18, 2013 FOR UNINCORPORATED FULTON COUNTY, GEORGIA.

IF PROPERTY IS NOT LOCATED IN A FLOOD ZONE AS DETERMINED BY FEMA, A CERTIFICATE OF ELEVATION WILL BE REQUIRED.

PLAN MUST STATE EXISTING AND MINIMUM PROPOSED FINISHED FLOOR ELEVATIONS FOR THE MAIN FLOOR, BASEMENT, AND GARAGE. ELEVATIONS MUST BE AT LEAST 3 FEET ABOVE THE 100-YEAR ELEVATION. THE HOUSE MUST BE AT LEAST 10 FEET (HORIZONTALLY) AWAY FROM THE 100-YEAR LIMIT.

18. PROVIDE A COMPLETE GRADING PLAN SHOWING PROPOSED CONTOURS, PIPES, RETAINING WALLS, ETC.
SEE SHEET C-1 FOR ALL PROPOSED GRADING AND STRUCTURES.
19. IF THE SITE INCLUDES A STORMWATER DETENTION POND OR A NORMALLY WET POND OR LAKE, SUBMITTAL OF A CERTIFICATE OF ELEVATION WILL BE REQUIRED.
N/A
20. RETAINING WALLS OVER FOUR FEET IN HEIGHT REQUIRE A SEPARATE RETAINING WALL PERMIT IN ACCORDANCE WITH THE CITY OF SANDY SPRINGS' DEVELOPMENT REGULATIONS SECTION 103-27(D) AND SECTION 103-107.
SEE SHEET C-1
21. DRIVEWAY ENTRANCE TO BE IN ACCORDANCE WITH FULTON COUNTY STANDARD DETAIL 304.
EXISTING DRIVEWAY TO REMAIN.
22. IF THIS PROPERTY IS IN THE CITY OF SANDY SPRINGS' SIDEWALK NETWORK, PROVIDE A FIVE FOOT SIDEWALK WITH A TWO FOOT GROSS STRIP BETWEEN SIDEWALK AND CURB. PROVIDE CURB AND GUTTER IF NONE EXISTS, OR IF THE EXISTING CURB HEIGHT IF LESS THAN FIVE INCHES.
N/A
23. TWO DRIVEWAY ENTRANCES ARE ALLOWED ONLY ON SINGLE FAMILY RESIDENTIAL LOTS THAT FRONT ON LOCAL STREETS. THE DRIVEWAYS WILL REQUIRE SIGHT DISTANCE CERTIFICATION IN ACCORDANCE WITH THE CITY OF SANDY SPRINGS' DEVELOPMENT REGULATIONS SECTION 103-77(F).
N/A

UTILITY AND OTHER STRUCTURES REQUIREMENTS:

1. PROVIDE LOCATION OF EXISTING SANITARY SEWER LATERAL AND NOTE THAT IT IS TO BE RE-USED. IF A CLEANOUT DOES NOT EXIST IN ACCORDANCE WITH FULTON COUNTY STANDARD DRAWING NUMBER 711, SHOW ON PLAN WHERE ONE IS REQUIRED.
SEE SHEET C-1
2. PROVIDE SANITARY SEWER LINE FROM CLEANOUT TO HOUSE.
SEE SHEET C-1
3. PROVIDE LOCATION OF EXISTING WATER METER AND NOTE THAT IT IS TO BE RE-USED.
SEE SHEET C-1
4. PROVIDE WATER LINE FROM CLEANOUT TO HOUSE.
SEE SHEET C-1
5. IF A POOL IS PROPOSED, THE LOCATION OF THE POOL MUST BE SHOWN ON THE PLAN. PROVIDE DIMENSIONS RELATING THE POOL TO THE HOUSE, OTHER STRUCTURES, AND THE PROPERTY LINES. (NOTE: A POOL PERMIT WILL BE REQUIRED PRIOR TO SFSP APPROVAL. SEE POOL PERMIT CHECKLIST.).
SEE SHEET C-1
6. IF INSTALLATION OF A SEPTIC SYSTEM IS PROPOSED OR REQUIRED (INCLUDING REPLACEMENTS), THE LOCATION OF THE SYSTEM MUST BE SHOWN ON THE PLAN EXACTLY THE SAME AS THE APPROVED PLANS BY THE FULTON COUNTY HEALTH DEPARTMENT. PROVIDE DIMENSIONS RELATING THE SEPTIC TANK, FIELD LINES, DOSING TANKS (IF APPLICABLE), ETC. TO THE HOUSE, OTHER STRUCTURES AND THE PROPERTY LINES.
N/A
7. HEIGHTS OF ALL RETAINING WALLS WITH SPOT ELEVATIONS ALONG WALL AT TOP AND BOTTOM. WALL HEIGHTS BETWEEN 4 AND 6 FEET WILL REQUIRE AN EXECUTED OWNER CERTIFICATION / INDEMNIFICATION FOR RETAINING WALLS. FOR WALL HEIGHTS 6 FEET AND OVER, PLANS MUST BEAR A STATE OF GEORGIA PROFESSIONAL ENGINEER SEAL SIGNED AND DATED, AND AN EXECUTED ENGINEER CERTIFICATION / INDEMNIFICATION FOR RETAINING WALLS.
N/A NO PROPOSED RETAINING WALLS
8. IF A FENCE IS PROPOSED, THE LOCATION OF THE FENCE MUST BE SHOWN ON THE PLAN. PROVIDE DIMENSIONS RELATING THE FENCE TO THE HOUSE, OTHER STRUCTURES, AND THE PROPERTY LINES. (NOTE: A FENCE PERMIT MAY BE REQUIRED PRIOR TO SFSP APPROVAL).
N/A NO PROPOSED RETAINING WALLS

TREES REQUIREMENTS:

SEE EX TREE LOCATIONS IN RELATION TO DISTURBED AREA ON SHEET C-4.

PPREPARED FOR:

GEORGIA CLASSIC POOLS
12540 BROADWELL ROAD, SUITE 2201
MILTON, GEORGIA, 30004

COVER



CONSTRUCTION PLANS FOR:

6390 BLACK WATER TRAIL NW
LAND LOT 130, 17 DISTRICT
SANDY SPRINGS, FULTONCOUNTY, GEORGIA

CVE PI # 22-621

SHEET NO.

CV



**IF YOU DIG GEORGIA...
CALL US FIRST
1-800-282-7411
770-623-4344
(METRO ATLANTA ONLY)
UTILITY PROTECTION CENTER
IT'S THE LAW**

BEARING SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM
OF 1983, GA WEST ZONE 1002
ELEVATIONS SHOWN HEREON RELATIVE TO THE NORTH AMERICAN
VERTICAL DATUM OF 1988

1. STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON RECORDS AND FIELD SURVEY. THE DRAWINGS ARE NOT TO BE CONSIDERED A GUARANTEE. LOCATION OF UNDERGROUND MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, THE CITY OF CHICAGO ELECTRICITY AND GAS COMMISSIONS SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.
2. THIS PLAT WAS PREPARED TO SHOW THE APPROXIMATE LOCATION OF THE IMPROVEMENTS AND THE RECORD OF THE IMPROVEMENTS. THE LOCATION OF THE SIDE OF THE PLAT IS THE HOUSE. ALL MATTERS OF THE TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHT OF WAY PUBLIC OR PRIVATE.
3. THERE HAS BEEN NO INVESTIGATION OF THE RECORDS OF THE SEARCH FOR EASEMENTS OF RECORD RECORDED AND NOT RECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE DISCLOSE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY EVOLVE.
4. THERE IS NO WARRANTY WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT, EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED. PROPERTY OWNER OR PERSON ORDERING THE SURVEY IS RESPONSIBLE TO THE SURVEYOR TO OBTAIN A TITLE COMMITMENT COMPANY FOR A FULL TITLE SEARCH AND COMMITMENT INCLUDING ALL THE EXCEPTION.
5. SURVEY LAND EXPRESS, INC. IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION OBTAINED FROM THE RECORDS OF THE CHICAGO ZONING OFFICE OBTAINED USING ON-LINE SOURCES, TELEPHONE CONVERSATION WITH ZONING OFFICE AT THE COUNTY OR CITY, ETC. AND CANNOT GUARANTEE ITS ACCURACY. IT IS RECOMMENDED THAT THE CLIENT OR USER OF THIS DATA VERIFY THIS INFORMATION WITH THE ISSUING AUTHORITY.
6. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECERTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS, ENTITY.

BUILDING SETBACK
FRONT: 50.0'
SIDE: 10.0'
REAR: 35.0'
MAX. LOT COVERAGE 35%
MAX. BUILDING HEIGHT 40'



APP	AS PER PLAT	IVM	IRRIGATION VALVE
APP	AS PER DEED	IVM	IRRIGATION METER
APP	AS PER FIELD	JBJ	JUNCTION BOX
APZ	ANGLE OF FOUND	LAB	LAND LOT
APZ	AS PER ZONING	MAG	MAGNETIC READING IP
BB	BOTTOM BANK	MAG	MAGNOLIA TREE
BLK	BACK OF CURB	MAN	MAN HOLE
BLK	BLOCK	MTF	METAL FENCE
BLK	BUILDING SETBACK LINE	N	N'BORS
BRK	BRICK	OH	OVERHANG
BSMT	BASEMENT	OTF	OPEN TOP PIPE FOUND
CBL	CABLE BOX	P	PORCH
CBL	CABLE LINE	(P)	PLAT
CB	C. CONCRETE	PC	PROPERTY CORNER
CB	CATCH BASIN	PL	PROPERTY LINE
CL	CENTER LINE	PN	PINE TREE
CLF	CHAIN LINK FENCE	POB	POINT OF BEGINNING
C.O.A	CORRODED META PIPE	POC	POINT OF COMMENCING
CO	SEAN SLEWER CLEAN	PP	PROPERTY POL
CO	CEADSTRAL MAP	PW	POWER LINE
CRWL	CRACK	R	RECORD
CP	CALCULATED PLANT	RC	POLYVINYL CHLORIDE PIPE
CPT	CARPOT	RBF	REINFORCING BAR SET
(D)	DEED	RBS	REINFORCING BAR SET
(D)	DEED DRAINAGE EASEMENT	RCF	REINFORCED CONC. PIPE
DI	DRAINAGE INLET	RI	RIGHT-OF-WAY
EB	ELECTRIC POWER BOX	SN	SIGN
EM	ELECTRIC METER	SSL	SANITARY SEWER LINE
EP	EDGE OF PAVEMENT	SSE	SANITARY SEWER EASEMENT
F	FIELD	SOREN	SORENSEN PORCH
FC	FENCE CORNER	SW	SIDEWALK
FI	FIRE HYDRANT	TB	TOP OF BANK
FR	FRAME	UE	UTILITY EASEMENT
GL	GAS LINE	WD	WOOD
GM	GAS METER	WDF	WOOD FENCE
GV	GAS VALVE	WDK	WOOD DECK
GW	GUY WIRE	WL	WATER LINE
HDW	HEAD WALL	WM	WATER METER
HW	HARDWOOD TREE	WW	WIRE FENCE
IP	IRON PIN	WF	WATER VALVE
IPF	IRON PIN FOUND	WF	WET WEATHER
IPS	IRON PIN SET	W/	WITH/
ROD	IRON ROD FOUND	Y/	YARD INLET

	ELECTRIC PANEL/METER
	WATER METER
	AIR CONDITIONER
	GAS METER
	JUNCTION BOX
	SANITARY SEWER MANHOLE
	STORM MANHOLE
	TRAFFIC/INFO SIGN
	GAS MARKER
	LAMP POST
	METAL POST
	WATER VALVE
	HEADWALL
	STAIRS
	DRAINAGE INLET
	FIRE HYDRANT
	R/W MONUMENT

Professional Seal of the State of Georgia, Registered Professional Land Surveyor, No. 3197, Gene A. Stepanov.

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION
OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY
WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

SURVEY LAND EXPRESS, INC
LAND SURVEYING SERVICES

24 LENOX POINTE
ATLANTA, GA 30324
FAX 404-601-0941
TEL 404-252-5747
INFO@SURVEYLANDEXPRESS.COM

DEMOLITION NOTES:

1. THE APPROXIMATE LOCATION OF KNOWN UNDERGROUND UTILITIES HAVE BEEN SHOWN AS PROVIDED BY THE SURVEY. IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY, LOCATE AND PROTECT ALL UTILITIES ON THE SITE. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR COORDINATING DEMOLITION, RELOCATION AND NEW UTILITY SERVICE WITH THE APPROPRIATE UTILITY. CONTRACTOR SHALL HIRE THEIR OWN UTILITY LOCATOR TO IDENTIFY ALL EXISTING UTILITIES WITHIN THE PROPOSED CONSTRUCTION AREA. ALL EXISTING SANITARY SEWER CONNECTIONS TO BE IDENTIFIED AND CONNECTED TO NEW SANITARY SEWER LINES.
2. CONTRACTOR SHALL IMMEDIATELY CONTACT OWNERS REPRESENTATIVE AND ENGINEER IF ANY DISCREPANCIES OR CONFLICTS ARE ENCOUNTERED.
3. ALL WORK SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, STANDARDS OR CODES. ALL NECESSARY LICENSES OR PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY STATED BY OWNER.
4. ALL CONSTRUCTION MUST CONFORM TO APPROPRIATE UTILITIES AND COUNTY STANDARDS.
5. CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS, AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC. CONTRACTOR SHALL MAINTAIN THESE TRAFFIC CONTROL AND SAFETY METHODS THROUGHOUT CONSTRUCTION OF THIS PROJECT.
6. BEFORE STARTING WORK CONTRACTOR SHALL MAKE SUCH EXPLORATIONS AND PROBES AS NECESSARY TO ASCERTAIN ANY ACTIVE UTILITY LINES AND MAKE SURE THESE UTILITIES CAN BE BROKEN OR CHANGED WITHOUT ANY DANGER OR DISRUPTION TO ANY NECESSARY SERVICE.
7. FOR ALL ITEMS NOTED TO BE REMOVED – REMOVE NOT ONLY THE ABOVE GROUND ELEMENTS, BUT ALL UNDERGROUND ELEMENTS AS WELL INCLUDING BUT NOT NECESSARILY LIMITED TO: FOUNDATIONS, GRAVEL FILLS, TREE ROOTS, OLD PIPE, ETC.
8. BACKFILL ALL EXCAVATIONS RESULTING FROM THE DEMOLITION WORK TO MEET THE REQUIREMENTS AND INSTRUCTIONS OF THE PROJECT GEOTECHNICAL ENGINEER.
9. DEMOLITION AND SITE PLANS HAVE BEEN PREPARED TO IDENTIFY MAJOR DEMOLITION ITEMS. CONTRACTOR TO PERFORM SITE VISIT PRIOR TO PRICING TO IDENTIFY ALL DEMOLITION ITEMS AS WELL AS IDENTIFYING ITEMS TO SALVAGE FOR OWNER.
10. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES & ITEMS TO REMAIN.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION ACTIVITIES DAMAGE TO EXISTING STRUCTURE DURING CONSTRUCTION.
12. CONTRACTOR SHALL COORDINATE WITH OWNER/OWNER REPRESENTATIVE ALL PHASES OF CONSTRUCTION AND UTILITY CONSTRUCTION TO MAKE SURE ACCESS, HOURS OF OPERATION, AND UTILITY INTERRUPTION DO NOT INTERFERE WITH OWNER'S NEEDS.

AFTER THE PERMIT IS ISSUED, CONTACT THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT 770-730-5650 TO SCHEDULE A PRE-CONSTRUCTION MEETING AND CONTACT PER PORTAL WITH THE SITE INSPECTOR PRIOR TO ANY LAND DISTURBANCE, BUILDING CONSTRUCTION OR DEMOLITION

GENERAL DEMOLITION SCOPE:

BE ADVISED THIS IS NOT AN EXHAUSTIVE LIST OF DEMOLITION ITEMS. CONTRACTOR SHALL BECOME FAMILIAR WITH THE SITE AND THE COMPLETE DESIGN INTENT OF THE CONSTRUCTION DOCUMENTS. ANY QUESTIONS, CONCERNS, OR IDEAS CONCERNING THE INTENT OR EXECUTION OF THE DESIGN DOCUMENTS MUST BE BROUGHT TO THE OWNER BEFORE PERFORMING ANY CONSTRUCTION ACTIVITY.

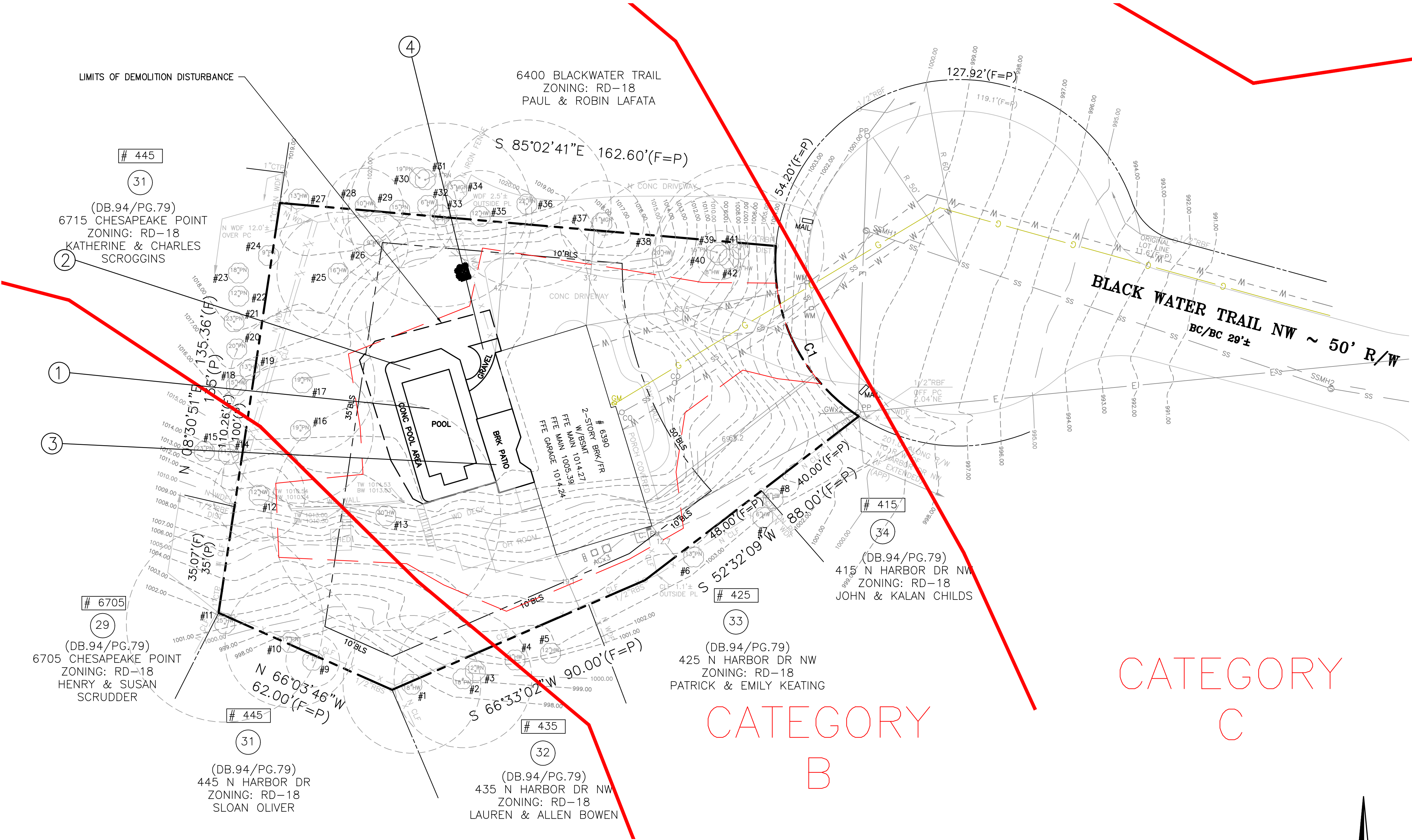
- ① REMOVE EXISTING POOL
- ② REMOVE EXISTING POOL DECK
- ③ REMOVE BRICK PATIO
- ④ REMOVE EXISTING GRAVEL

REMOVAL OF DEBRIS OR ITEMS OUTSIDE OF LIMITS OF DISTURBANCE TO BE REMOVED BY HAND OR HAND MACHINERY. REMOVAL WORK IN AREA OF CRITICAL ROOT ZONE OF EXISTING TREES TO BE DONE BY HAND OR HAND MACHINERY

PRE-CONSTRUCTION LOT COVERAGE:

PRE-CONSTRUCTION IMPERVIOUS AREA CALCULATIONS	
Existing Impervious Area	SF
Ex House	2221
Ex Front Covered Porch	111
Ex Driveway and Walkway	1860
Ex Rear Brick Patio	282
Ex Pool	541
Ex Concrete Pool Area	584
Ex Gravel	78
Ex Wood Deck	497
Ex OH Room	338
Ex Shed	46
Ex Wall	26
Ex Stairs	50
Pre-Construction Impervious Area	6634
Pre-Construction Lot Coverage	29.20%

NO TREES REMOVED OR DESTROYED
AS A PART OF DEMOLITION



24 HOUR EMERGENCY CONTACT: ASHLEY BARTON 404-863-2450

Prepared By:
**CRESCENT VIEW
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Marietta, GA 30060
678-324-9410
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PPREPARED FOR:
GEORGIA CLASSIC POOLS
12540 BROADWELL ROAD, SUITE 2201
MILTON, GEORGIA, 30004

DEMOLITION PLAN

DATE	01-04-23		REVISIONS
SCALE	AS SHOWN	02-02-23	CITY COMMENTS
DRAWN	AJC	03-13-23	ARC COMMENTS
CHECKED	GHR		



CONSTRUCTION PLANS FOR:

6390 BLACK WATER TRAIL NW
LAND LOT 130, 17 DISTRICT
SANDY SPRINGS, FULTONCOUNTY, GEORGIA

CVE PI # 22-621

SHEET NO.
D-1

1. THE SITE CONTAINS: 0.522 ACRES / 22,716 SF
TOTAL DISTURBED ACREAGE: 0.085 ACRES / 3,685 SF

ZONING: RD-18 (RESIDENTIAL DETACHED)
 MINIMUM LOT AREA = 18,000 SQ. FT
 MINIMUM LOT WIDTH = 100 FT.
 MINIMUM CANOPY COVERAGE = 35%
 MINIMUM FRONT SETBACK = 50 FT.
 MINIMUM SIDE STREET = 20 FT
 MINIMUM REAR COMMON LOT LINE = 35 FT.
 MAXIMUM BUILDING HEIGHT = 3 STORIES/ 40 FT MAX (PRINCIPAL DWELLING)
 MINIMUM PARKING REQUIREMENTS: 2 PER PRINCIPAL DWELLING UNIT
 MAXIMUM LOT COVERAGE = 35%

2. SURVEY INFORMATION TAKEN FROM SURVEYS PERFORMED BY SURVEY LAND EXPRESS, INC. DATED 7-28-22.
3. THIS SITE IS NOT LOCATED WITHIN A SPECIAL HAZARD FLOOD ZONE [A, AE, SHADED ZONE X] AS DEFINED BY F.I.R.M. COMMUNITY PANEL NUMBER 13121C0134G DATED SEPTEMBER 18, 2013 FOR UNINCORPORATED FULTON COUNTY, GEORGIA.
4. THE HOUSE FOOTPRINT IS EXISTING AND REPRESENT THE OUTSIDE EDGE OF THE VENEER. THE FOOTPRINT DOES NOT REPRESENT THE ROOF GUTTER LINE OR THE OUTSIDE EDGE OF THE FOOTINGS.
5. THESE DRAWINGS AND THEIR REPRODUCTIONS ARE THE PROPERTY OF THE ENGINEER, AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS ENGINEER.
6. THIS PLAN WAS PREPARED FOR PERMIT APPROVAL ONLY. ACTUAL CONSTRUCTION SHOULD BE BASED ON LAYOUT BY A REGISTERED LAND SURVEYOR THAT WILL ENSURE THE STRUCTURE IS BUILT WITHIN THE SETBACK LINES.
7. THIS PLAN DOES NOT CONSTITUTE AN APPROVAL OF A RETAINING WALL DESIGN. ANY FUTURE RETAINING WALL DESIGN TO BE SUBMITTED BY OWNER / CONTRACTOR.
8. AFTER THE PERMIT IS ISSUED, CONTACT THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT PORTAL TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE SITE INSPECTOR PRIOR TO ANY LAND DISTURBANCE, BUILDING CONSTRUCTION, OR DEMOLITION.
9. IF THE RESIDENCE IS CONSTRUCTED CLOSER THAN 20 FEET TO ANOTHER RESIDENTIAL STRUCTURE OR OTHER OUTBUILDING LARGER THAN 300 SF, AUTOMATIC SPRINKLERS SHALL BE REQUIRED IN THE KITCHEN AND FUEL FIRED EQUIPMENT ROOM PURSUANT TO THE CITY OF SANDY SPRINGS FIRE ORDINANCE 2006-11-86: CHAPTER 15 HEALTH AND PUBLIC SAFETY, EFFECTIVE NOVEMBER 8, 2006.
10. OWNER TO EXECUTE AN AGREEMENT FROM CITY OF SANDY SPRINGS COMMUNITY DEVELOPMENT 10. BEFORE ANY DECK STRUCTURES CAN BE BUILT IN ANY PRIVATE EASEMENTS.
11. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
12. NO DECKS, PATIOS, OR PERMANENT STRUCTURES PERMITTED IN BUFFERS OR EASEMENTS. THE HOUSE ONSITE IS EXISTING AND WAS CONSTRUCTED OF MATERIALS CONSISTING OF BRICK, ROCK, WOOD.
13. WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.
14. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.
15. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
16. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

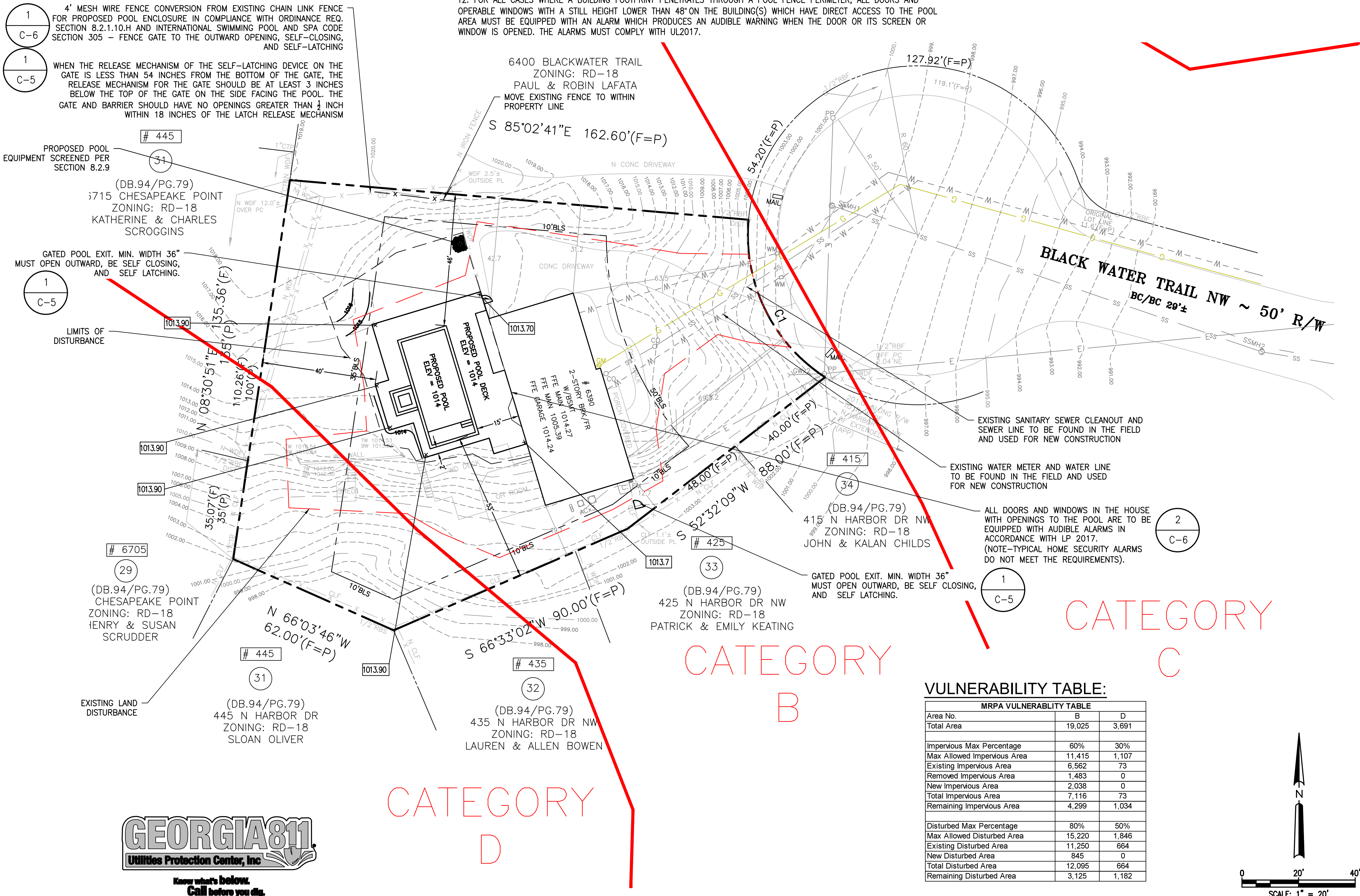
POST-CONSTRUCTION IMPERVIOUS AREA CALCULATIONS	
Existing Impervious Area	SF
Ex House	2221
Ex Front Covered Porch	111
Ex Driveway and Walkway	1860
Ex Wood Deck	497
Ex OH Room	338
Ex Shed	46
Ex Wall	26
Ex Stairs	52
Ex Impervious Area	5151
Proposed Impervious Area	SF
Proposed Pool	720
Proposed Spa	72
Proposed Pool Deck	1246
Proposed Impervious Area	2038
Post-Construction Impervious Area	7189
Post-Construction Lot Coverage	31.65%

POOL ENCLOSURE WILL BE IN PLACE PRIOR TO THE POOL COMPLETION.

1. THIS SITE IS APPROXIMATELY 1800 FT AWAY FROM THE CHATTAHOOCHEE RIVER. THEREFORE, THIS PROPERTY IS INSIDE THE 2000 FT CORRIDOR.
2. THIS PROPERTY IS NOT LOCATED IN ANY OVERLAY DISTRICT
3. THERE IS AN EXISTING STRUCTURE ON SITE.
4. BUILDING HEIGHT SHALL NOT EXCEED 40 FT
5. NEW WALL HEIGHTS BETWEEN 4 AND 6 FT WILL REQUIRE A WALL INDEMNIFICATION AGREEMENT FROM THE OWNER/BUILDER OR PLANS BEARING A PROFESSIONAL SEAL AND SIGNATURE OF AN ENGINEER HAVING REGISTRATION ON THE STATE OF GEORGIA.FOR WALL HEIGHTS 6 FT AND OVER, PLANS MUST BEAR A PROFESSIONAL SEAL AND SIGNATURE OF AN ENGINEER HAVING REGISTRATION IN GEORGIA, BY OTHERS.
6. WHERE EXISTING RUNOFF LEAVES THE SITE IN A SHEET FLOW CONDITION, RUNOFF SHALL LEAVE THE SITE IN A SHEET FLOW CONDITION AFTER DEVELOPMENT.

TOTAL SITE AREA = 0.522 ACRES / 22,716 SF
TOTAL PROPOSED IMPERVIOUS AREA = 0.05 ACRES / 2,038 SF
7. ACCESSORY STRUCTURES MAY BE LOCATED IN REAR AND SIDE YARDS BUT SHALL NOT BE LOCATED WITHIN A MINIMUM YARD (I.E. THE SIDE AND REAR YARD SETBACKS). ACCESSORY STRUCTURES INCLUDE BUT ARE NOT LIMITED TO HEATING AND AIR CONDITIONING UNITS AND/OR PADS.

CUT: 30 CU YRDS (ESTIMATE)
 FILL: 30 CU YRDS (ESTIMATE)
 HAUL VOLUME: 0 CU YRDS TO BE HAULED OFF SITE
 NET EARTHWORK VOLUMES ARE LESS THAN 500 CU YRDS.
 THEREFORE, A HAUL ROUTE PERMIT IS NOT REQUIRED



1. ALL SWIMMING POOLS MUST BE COMPLETELY SURROUNDED BY AN ENCLOSURE THAT MEETS THE REQUIREMENTS OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE AS WELL AS THE REQUIREMENTS IN SEC. 8.2.10.

3. THE ENCLOSURE MUST BE IN PLACE PRIOR TO POOL COMPLETION.
3. POOL FENCE MUST INCLUDE AT LEAST ONE GATED EXIT WITH A MIN. 36 INCHES.
4. CLEAR OPENING AND GATES SHALL OPEN OUTWARDS AWAY FROM THE POOL OR SPA, SHALL BE SELF-CLOSING AND SHALL HAVE A SELF- LATCHING DEVICE.
5. WHEN THE RELEASE MECHANISM OF THE SELF-LATCHING DEVICE ON THE GATE IS LESS THAN 54 INCHES FROM THE BOTTOM OF THE GATE, THE RELEASE MECHANISM FOR THE GATE SHOULD BE AT LEAST 3INCHES BELOW THE TOP OF THE GATE ON THE SIDE FACING THE POOL.
6. THE GATE AND BARRIER SHOULD HAVE NO OPENING BARRIER GREATER THAN 1/2 INCH WITHIN 18 INCHES OF THE LATCH RELEASE MECHANISM.
7. GATES NOT INTENDED FOR PEDESTRIAN USE SHALL BE LOCKED WHEN THE POOL IS NOT IN USE.
8. FOR ALL CASES WHERE A BUILDING FOOTPRINT PENETRATES THROUGH A POOL FENCE PERIMETER, ALL DOORS AND OPERABLE WINDOWS WITH A STILL HEIGHT LOWER THAN 48"ON THE BUILDING (S) WHICH HAVE DIRECT ACCESS TO THE POOL AREA MUST BE EQUIPPED WITH N ALARM WHICH PRODUCES AN AUDIBLE WARNING WHEN THE DOOR OR ITS SCREEN OR WINDOW IS OPENED. THE ALARMS MUST COMPLY WITH UL2017.
9. GROUND-MOUNTED EQUIPMENT SCREENING WILL BE AS HIGH AS HIGHEST POINT OF EQUIPMENT BEING SCREENED AT TIME OF PLANTING.
10. THE PROPOSED POOL IS NOT CONNECTED TO THE MAIN WATER LINE AND IS TO BE FILLED BY HOSE. A BACKFLOW PREVENTER IS TO BE PROVIDED ON THE HOSE BIB.
11. GATES NOT INTENDED FOR PEDESTRIAN USE SHALL BE LOCKED WHEN THE POOL IS NOT IN USE.
12. FOR ALL CASES WHERE A BUILDING FOOTPRINT PENETRATES THROUGH A POOL FENCE PERIMETER, ALL DOORS AND OPERABLE WINDOWS WITH A STILL HEIGHT LOWER THAN 48"ON THE BUILDING(S) WHICH HAVE DIRECT ACCESS TO THE POOL AREA MUST BE EQUIPPED WITH AN ALARM WHICH PRODUCES AN AUDIBLE WARNING WHEN THE DOOR OR ITS SCREEN OR WINDOW IS OPENED. THE ALARMS MUST COMPLY WITH UL2017.

24 HOUR EMERGENCY CONTACT: ASHLEY BARTON 404-863-2450

WALLS MORE THAN 4' TO BE DESIGNED BY STRUCTURAL ENGINEER

SANDY SPRINGS NOW REQUIRES A BUILDING PRE-CONSTRUCTION MEETING FOR ALL SWIMMING POOLS, WITH A BUILDING INSPECTOR, WHICH SHOULD BE REQUESTED THROUGH THE ONLINE PORTAL. THIS IS IN ADDITION TO THE SITE PRE-CONSTRUCTION MEETING. CONTRACTORS WHO SKIP THEIR BUILDING PRE-CONSTRUCTION MEETING (OR OTHER REQUIRED INSPECTIONS) WILL BE FINED FOR DOING SO. SEE IRC SECTIONS R109.3 AND 109.4

CONTACT THE CITY OF SANDY SPRINGS DEPARTMENT OF COMMUNITY DEVELOPMENT THROUGH THE PORTAL ON LINE TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE SITE INSPECTOR PRIOR TO COMMENCEMENT ANY CONSTRUCTION OR LAND DISTURBING ACTIVITY.

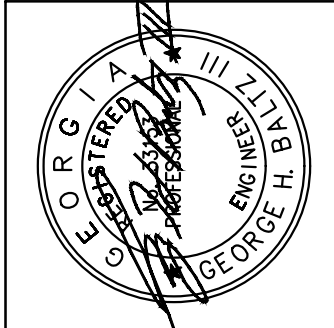
ANY TRACKING OF DIRT, SILT, MUD, ETC. ONTO STREET WILL RESULT IN AN IMMEDIATE "STOP WORK" ORDER.

WHERE EXISTING RUNOFF LEAVES THE SITE IN A SHEET FLOW CONDITION, RUNOFF SHALL LEAVE THE SITE IN A SHEET FLOW CONDITION AFTER DEVELOPMENT.

Prepared By:
**CRESCENT VIEW
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211 Fraser Street
Marietta, GA 30060
678-324-8410
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PPREPARED FOR:
GEORGIA CLASSIC POOLS
12540 BROADWELL ROAD, SUITE 2201
MILTON, GEORGIA, 30004

SITE PLAN			
DATE	01-04-23		REVISIONS
SCALE	AS SHOWN	02-02-23	CITY COMMENTS
DRAWN	AJC	03-13-23	ARC COMMENTS
CHECKED	GHR		



CONSTRUCTION PLANS FOR:
6390 BLACK WATER TRAIL NW
LAND LOT #30, 17 DISTRICT
SANDY SPRINGS, FULTON COUNTY, GEORGIA

CVE PI #	22-621
SHEET NO. C-1	

GRADING NOTES:

1. EROSION CONTROL DEVICES MUST BE INSTALLED PRIOR TO ANY CONSTRUCTION
2. INITIAL BMP'S MUST BE CONSTRUCTED PRIOR TO ANY OTHER WORK. SEDIMENT BMP'S MUST BE CLEANED OF ALL SILT AND SEDIMENT UPON COMPLETION AND ESTABLISHMENT OF PERMANENT VEGETATION.
3. MAXIMUM GRADED SLOPES ALLOWED 2H:1V
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION OF UTILITIES AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS PROVIDED TO THE ENGINEER. INFORMATION SHOWN IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
5. CONTRACTOR SHALL FOLLOW ALL APPLICABLE SAFETY AND CONSTRUCTION PROCEDURES, ORDINANCES, CODES, AND STANDARDS.
6. CONTRACTOR SHALL OBSERVE, PROTECT, AND PRESERVE ALL AREAS SHOWN TO BE PROTECTED SUCH AS TREE PROTECTED AREAS, UNDISTURBED BUFFERS, WETLANDS, STREAMS, STREAM BUFFERS, CEMETERIES, STRUCTURES TO REMAIN, ETC. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS, DAMAGES, FINES, AND PENALTIES ASSOCIATED WITH FAILING TO PROTECT PROTECTED AREAS.
7. CONTRACTOR SHALL CONTACT THE UTILITY LOCATOR AS REQUIRED BY GEORGIA LAW AND HAVE ALL UTILITIES MARKED PRIOR TO ANY CONSTRUCTION ACTIVITY. CONTRACTOR WILL HAVE PRIVATE UTILITY LOCATOR LOCATE ALL UTILITIES WITHIN THE CONSTRUCTION LIMITS NOT COVERED BY THE UTILITY PROTECTION CENTER.
8. ALL STORMWATER INFRASTRUCTURE ON THIS SITE (OUT OF THE R/W) ARE PRIVATELY OWNED, AND ANY MAINTENANCE OR REPLACEMENT IS THE OWNER'S RESPONSIBILITY.
9. ALL SPOT ELEVATIONS SHOWN ARE FINISHED GRADE.
10. THE SITE CONTRACTOR SHALL COORDINATE SERVICE ROUTING OF ALL GAS, TELEPHONE, AND ELECTRICAL LINES WITH THE APPROPRIATE UTILITY COMPANY. ALL CONSTRUCTION MUST COMPLY WITH EACH UTILITY'S STANDARDS AND SPECIFICATIONS AND NOT INTERFERE WITH TREE PLANTING SITES OR EXISTING TREES SHOWN TO BE PRESERVED.
11. THE APPROXIMATE LOCATION OF KNOWN UNDERGROUND UTILITIES HAVE BEEN SHOWN AS PROVIDED BY THE SURVEY. IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY, LOCATE AND PROTECT ALL UTILITIES ON THE SITE. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR COORDINATING DEMOLITION, RELOCATION AND NEW UTILITY SERVICE WITH THE APPROPRIATE UTILITY (ONSITE AND OUTSIDE OF THE STREAM BUFFERS). CONTRACTOR SHALL HIRE THEIR OWN UTILITY LOCATOR TO IDENTIFY ALL EXISTING UTILITIES WITHIN THE PROPOSED CONSTRUCTION AREA. ALL EXISTING SANITARY SEWER CONNECTIONS TO BE IDENTIFIED AND CONNECTED TO NEW SANITARY SEWER LINES, (ONSITE AND OUTSIDE OF THE STREAM BUFFERS).
12. ALL WORK SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, STANDARDS OR CODES. ALL NECESSARY LICENSES OR PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE.
13. ALL CONSTRUCTION MUST CONFORM TO APPROPRIATE UTILITIES AND COUNTY STANDARDS.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER DISPOSAL OF ALL ITEMS AND CONSTRUCTION DEBRIS IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL CODES.
15. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL SUPPORT SYSTEMS, SLOPING, BENCHING, AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE, BUT IS NOT LIMITED TO ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
16. PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE DRY UTILITIES. THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM ENGINEER AND THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. ENGINEER AND OWNER SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.
17. GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL SOIL COMPACTION ON SITE. THE SOIL COMPACTION IS TO BE AT THE CONTRACTOR'S SPECIFICATIONS FOR THE LOT. THE CIVIL ENGINEER IS NOT RESPONSIBLE FOR ANY COMPACTION REQUIREMENTS OR RESULTS ON THE SITE.

ES&PC NOTES:

1. THE CONSTRUCTION PAD SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC STREETS.
2. SILT FENCES AND HAY BALE BARRIERS SHALL BE CLEANED OR REPLACED AND MAINTAINED IN FUNCTIONAL CONDITION UNTIL PERMANENT EROSION CONTROL MEASURES ARE ESTABLISHED.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATION OF THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA.
4. THE CONTRACTOR SHALL CLEAN OUT ALL ACCUMULATED SILT FROM THE SEDIMENT PONDS ONCE ALL DISTURBED AREAS ARE STABILIZED WITH PERMANENT VEGETATION.
5. EROSION CONTROL DEVICES WILL BE IN PLACE BEFORE SITE DISTURBANCE AND WILL BE PERIODICALLY INSPECTED AND REPAIRED OR RESTORED AS NEEDED TO FUNCTION PROPERLY UNTIL PERMANENT MEASURES ARE ESTABLISHED AND PROJECT IS COMPLETE, I.E.: CONSTRUCTION EXITS AND SILT FENCES SHALL BE RETOPPED OR CLEANED AS SILT REDUCES THEIR EFFECTIVENESS.
6. ANY ADDITIONAL CONSTRUCTION OTHER THAN SHOWN ON THIS PLAN WILL REQUIRE SEPARATE AND ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AND APPROVAL.
7. TEMPORARY VEGETATION AND/OR HEAVY MULCH WILL BE USED TO STABILIZE AREAS. IN NO CASE SHALL A SITE BE LEFT BARE FOR MORE THAN 14 DAYS.
8. ALL DISTURBED AREAS WILL BE PERMANENTLY LANDSCAPED AND GRASSED AS SOON AS CONSTRUCTION PHASES PERMIT ADDITIONAL MEASURES MAY BE REQUIRED TO CONTROL EROSION AS DETERMINED NECESSARY BY INSPECTORS.
10. PERSON RESPONSIBLE FOR EROSION CONTROL MEASURES IS: 24 HOUR EMERGENCY CONTACT: ASHLEY BARTON 404-863-2450, CERTIFICATION NUMBER 0000088211
11. CUT AND FILL SLOPES NOT TO EXCEED 2H:1V.
12. SEDIMENTATION & EROSION CONTROL MEASURES TO BE INSPECTED DAILY.
13. EROSION CONTROL PRACTICES MUST COMPLY WITH THE MINIMUM BEST MANAGEMENT PRACTICES FOR EROSION CONTROL, AND SHALL COMPLY WITH THE STANDARDS/SPECIFICATIONS IN "THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA"
14. SEDIMENT/EROSION CONTROL DEVICES MUST BE CHECKED AFTER EACH STORM EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE THIRD THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.
15. BUILDER TO VERIFY ALL ELEVATIONS BEFORE ANY CONSTRUCTION.
16. THE CONSTRUCTION PAD SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC STREETS.
17. EROSION CONTROL DEVICES WILL BE IN PLACE BEFORE SITE DISTURBANCE AND WILL BE PERIODICALLY INSPECTED AND REPAIRED OR RESTORED AS NEEDED TO FUNCTION PROPERLY UNTIL PERMANENT MEASURES ARE ESTABLISHED AND PROJECT IS COMPLETE, I.E.: CONSTRUCTION EXITS AND SILT FENCES SHALL BE RETOPPED OR CLEANED AS SILT REDUCES THEIR EFFECTIVENESS.
18. ADDITIONAL MEASURES MAY BE REQUIRED TO CONTROL EROSION AS DETERMINED NECESSARY BY INSPECTORS. THE EROSION CONTROL MEASURE CAN BE DESIGNED BY A LEVEL 1B (BLUE CARD) GASWCC CERTIFIED CONTRACTOR, UNLESS THE BMP HAS A HYDRAULIC COMPONENT. FOR ALL BMP DESIGN WITH A HYDRAULIC COMPONENT, THE BMP MUST BE DESIGNED BY A LEVEL 2 (GOLD CARD) GASWCC CERTIFIED DESIGNER.

SEDIMENT STORAGE CALCULATIONS:

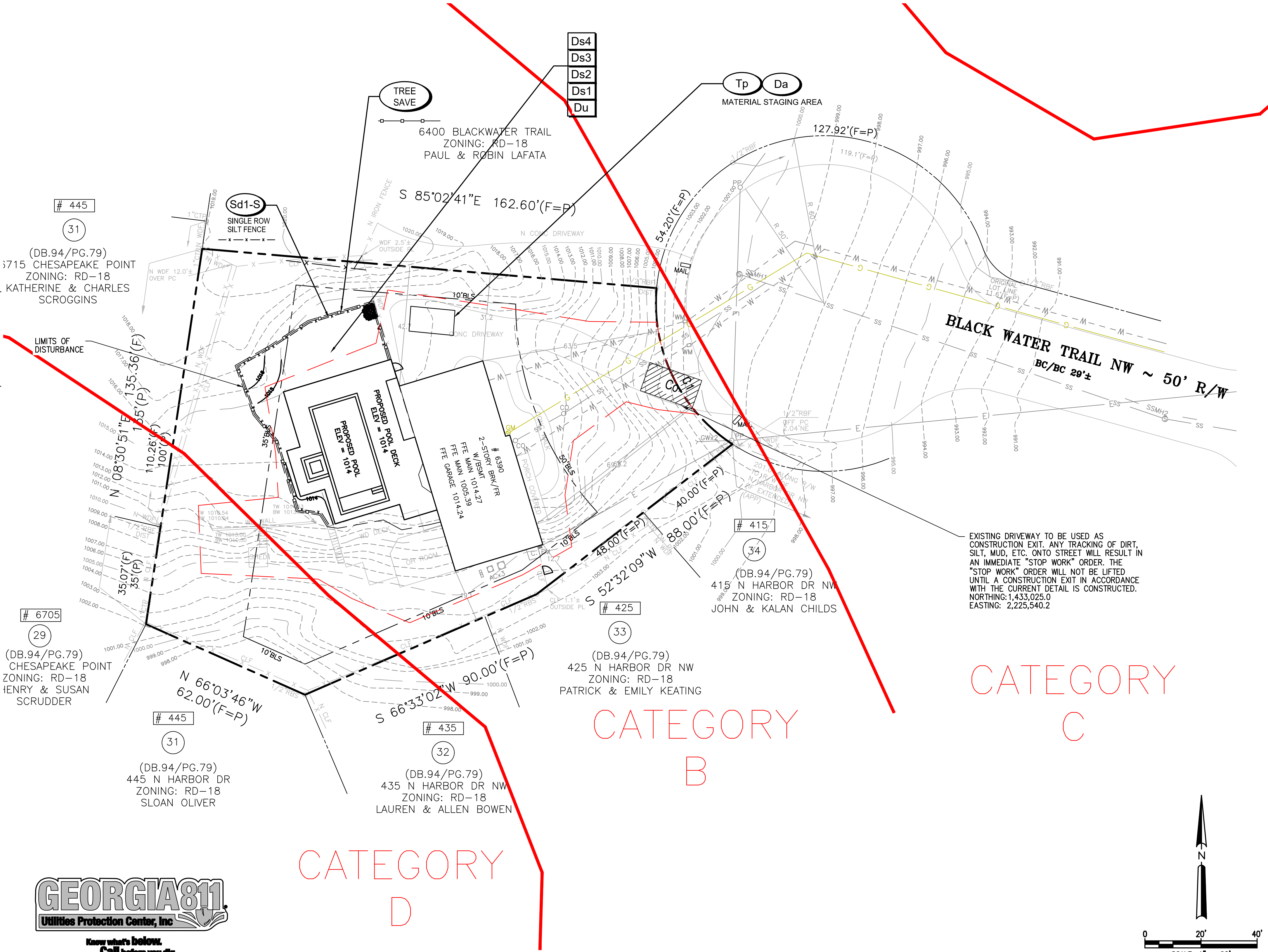
SILT FENCE PROVIDED = 155 LINEAR FEET (SINGLE ROW)
SEDIMENT STORAGE REQUIRED = 0.085 DIST AC * 67 = 5.67 CU YD
SEDIMENT STORAGE PROVIDED = 155 LF * 0.4 = 6.20 CU YD

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-DISTURBING ACTIVITIES.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROVIDED BY THE CONTRACTOR FOR EFFECTIVE EROSION IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING. EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

ANY TRACKING OF DIRT, SILT, MUD, ETC. ONTO STREET WILL RESULT IN AN IMMEDIATE "STOP WORK" ORDER.

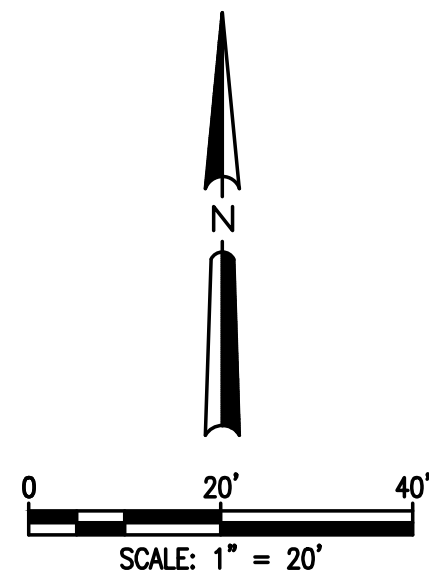
ON-SITE OPERATOR, OWNER, OR APPLICANT MUST COMPLY WITH CHAPTER 109, ARTICLE VI TITLED SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL OF THE CITY OF SANDY SPRINGS' DEVELOPMENT REGULATIONS. PAY PARTICULAR ATTENTION TO SECTION 109-253(D).



CATEGORY C

CATEGORY B

CATEGORY D



24 HOUR EMERGENCY CONTACT: ASHLEY BARTON 404-863-2450

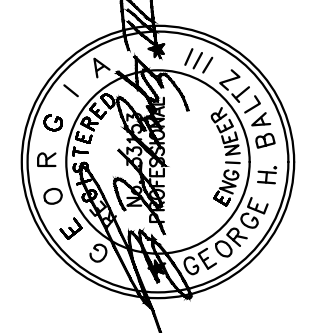
Prepared By:
**CRESCENT VIEW
ENGINEERING, LLC:**
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Marietta, GA 30060
678-324-9410
www.crescentvieweng.com

PPREPARED FOR:

GEORGIA CLASSIC POOLS
12540 BROADWELL ROAD, SUITE 2201
MILTON, GEORGIA, 30004

ES&PC PLAN

DATE	REVISIONS	CITY COMMENTS
01-04-23	AS SHOWN	02-02-23
DRAWN	AJC	03-13-23
CHECKED	GHB	



CONSTRUCTION PLANS FOR:

6390 BLACK WATER TRAIL NW
LAND LOT 130, 17 DISTRICT
SANDY SPRINGS, FULTONCOUNTY, GEORGIA

CVE PI # 22-621

SHEET NO.
C-2

WATER QUALITY CALCULATIONS:

PROPOSED IMPERVIOUS AREA CALCULATIONS			
Site Location	SF	Not/Treated	BMP Location
Ex House	2221	Not Treated	N/A
Ex Front Covered Porch	111	Not Treated	N/A
Ex Driveway and Walkway	1860	Not Treated	N/A
Ex Wood Deck	497	Not Treated	N/A
Ex OH Room	338	Not Treated	N/A
Ex Wall	26	Not Treated	N/A
Ex Shed	46	Not Treated	N/A
Ex Stairs	52	Not Treated	N/A
Proposed Pool	720	Treated	Back Yard
Proposed Spa	72	Treated	Back Yard
Proposed Pool Deck	1246	Treated	Back Yard
Treated Impervious Area	2038	SF	
Total Impervious Area	7189	SF	

Basin Water Quality Calculations Per GSWMM

Water Quality Volume			
Drainage Basin =	0.52	Acres	
Impervious Area =	0.047	Acres	2038 SF (Treated Area)
I = % impervious =	9.00	%	
Rv = 0.05 + I*(0.009)			
Rv =	0.131		
WQv = 1.2*Rv*(DA^43560)/12			
WQv =	297.6	cu. ft.	

Stone Storage Infiltration Trench #1 with Pipe Calculations

Water Quality Calculations	1.2" required for required area impervious
Treated Impervious Area	2038 SF
Required Reduction Volume =	297.6 CF

Pipe Volume	
Diameter of Pipe	3.0 FT
Length of Pipe	14.0 FT
Volume of Pipe	99.0 CF

All Volume to be provided in Stone Storage Infiltration Trench w/ 40% void ratio

Gravel Volume	
Length of Trench	14.0 FT
Width of Trench	9.0 FT
Depth of Trench	5.0 FT
Volume of Gravel = ((LxWxD)-Pipe Vol)x0.4=	212.4 CF

Provided Volume = Gravel Vol + Pipe Vol =	311.4 CF OF STORAGE
Required Volume =	297.6 CF OF STORAGE
Percent of Volume Provided over required	105%

Provided Volume is Greater than Required Volume

WATER QUALITY DESCRIPTION:

TOTAL IMPERVIOUS AREA FOR THE SITE IS = 7,189 SQUARE FEET. WATER QUALITY IS PROVIDED FOR ALL THE NEW IMPERVIOUS AREA OF 2,083 SQUARE FEET FOR PROPOSED POOL, POOL DECK, AND SPA. SEE LOT COVERAGE CHART FOR DETAILS.

THERE WILL BE ONE STONE STORAGE TRENCH. TRENCH #1 WILL BE LOCATED TO THE FRONT OF THE MAIN HOUSE.

TRENCH #1 WILL DETAIN FOR A TOTAL OF 2,083 OF IMPERVIOUS AREA, AS MENTIONED ABOVE. THE TRENCH IS TO BE FILLED WITH #57 STONE (40% VOID RATIO) AND A 36" PERFORATED PIPES. THE TOTAL REQUIRED VOLUME OF THE UNDERGROUND MODIFIED PERFORATED PIPE SYSTEM IS 297.6 CUBIC FEET. THE TOTAL PROVIDED VOLUME OF THE UNDERGROUND MODIFIED PERFORATED PIPE SYSTEM IS 311.4 CUBIC FEET. THE POSITION OF THE TRENCH IS SUCH THAT IT IS AT LEAST 10 FEET AWAY FROM THE STRUCTURES AND PROPERTY LINES. THE BOTTOM OF THE STORAGE TRENCH IS 6 FEET DEEP. ANY OVERFLOW DRAINAGE FROM THE SYSTEMS WILL FLOW TO THE SOUTH WEST SIDE OF THE PROPERTY.

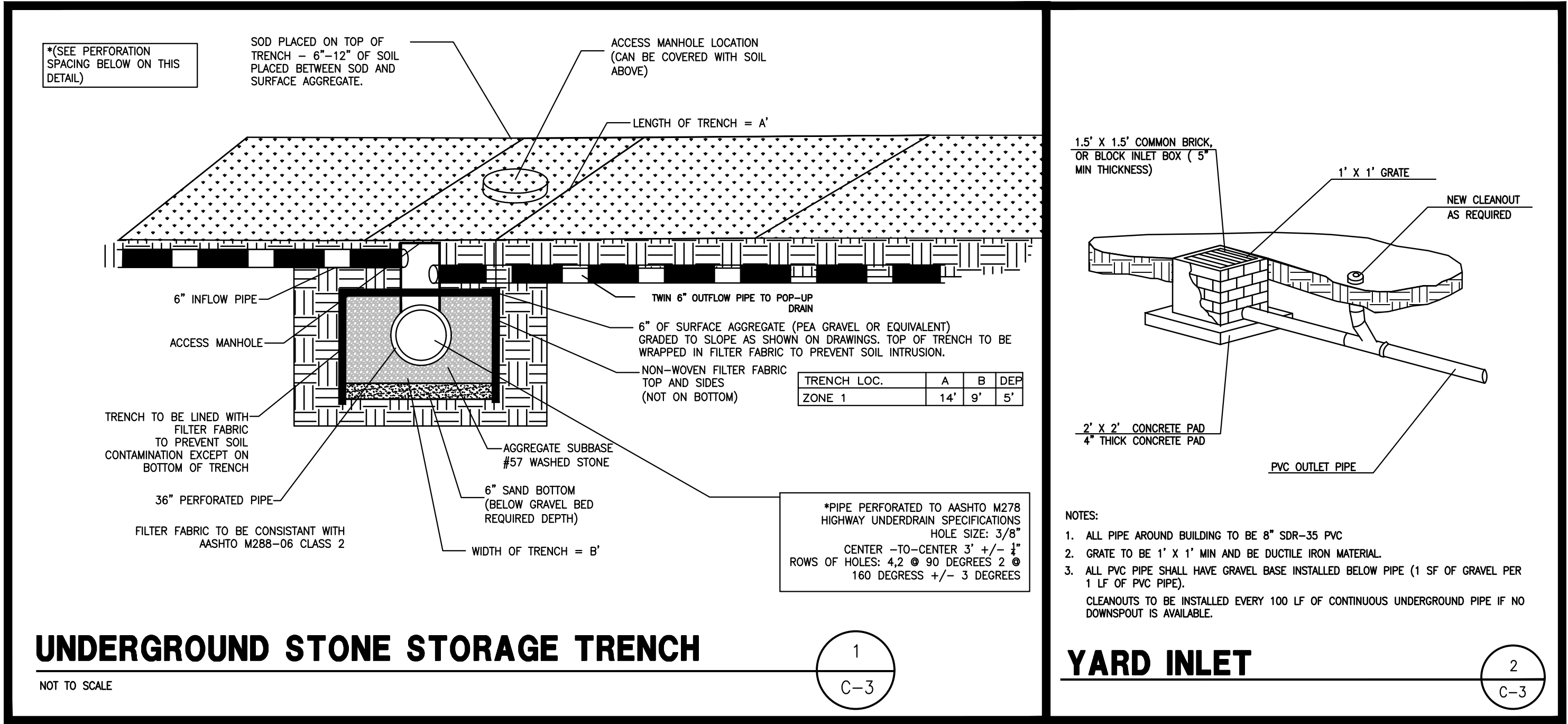
THE WATER QUALITY VOLUMES PROVIDED BY THE BMP SHOWN EXCEED THE WQ STORAGE REQUIREMENTS. THE STONE STORAGE TRENCH WILL PROMOTE GROUNDWATER RECHARGE. BECAUSE OF THE AVAILABLE SPACE, A LARGER SURFACE AREA TRENCH WAS DESIGNED TO KEEP THE STORAGE FACILITY AS SHALLOW AS POSSIBLE AND PROMOTE MORE DIRECT INFILTRATION.

WATER QUALITY NOTES:

VEGETATION
THE LANDSCAPED AREA ABOVE THE SURFACE OF TRENCH CAN BE LANDSCAPED WITH SOD OR MAY BE COVERED WITH AN ENGINEERED SOIL MIX. AND PLANTED WITH MANAGED TURF OR OTHER HERBACEOUS VEGETATION. THE STONE STORAGE IS FOR STORAGE ONLY AND CAN BE GRADED ABOVE PER THE GRADING PLAN WITH A MINIMUM COVER OF 6".

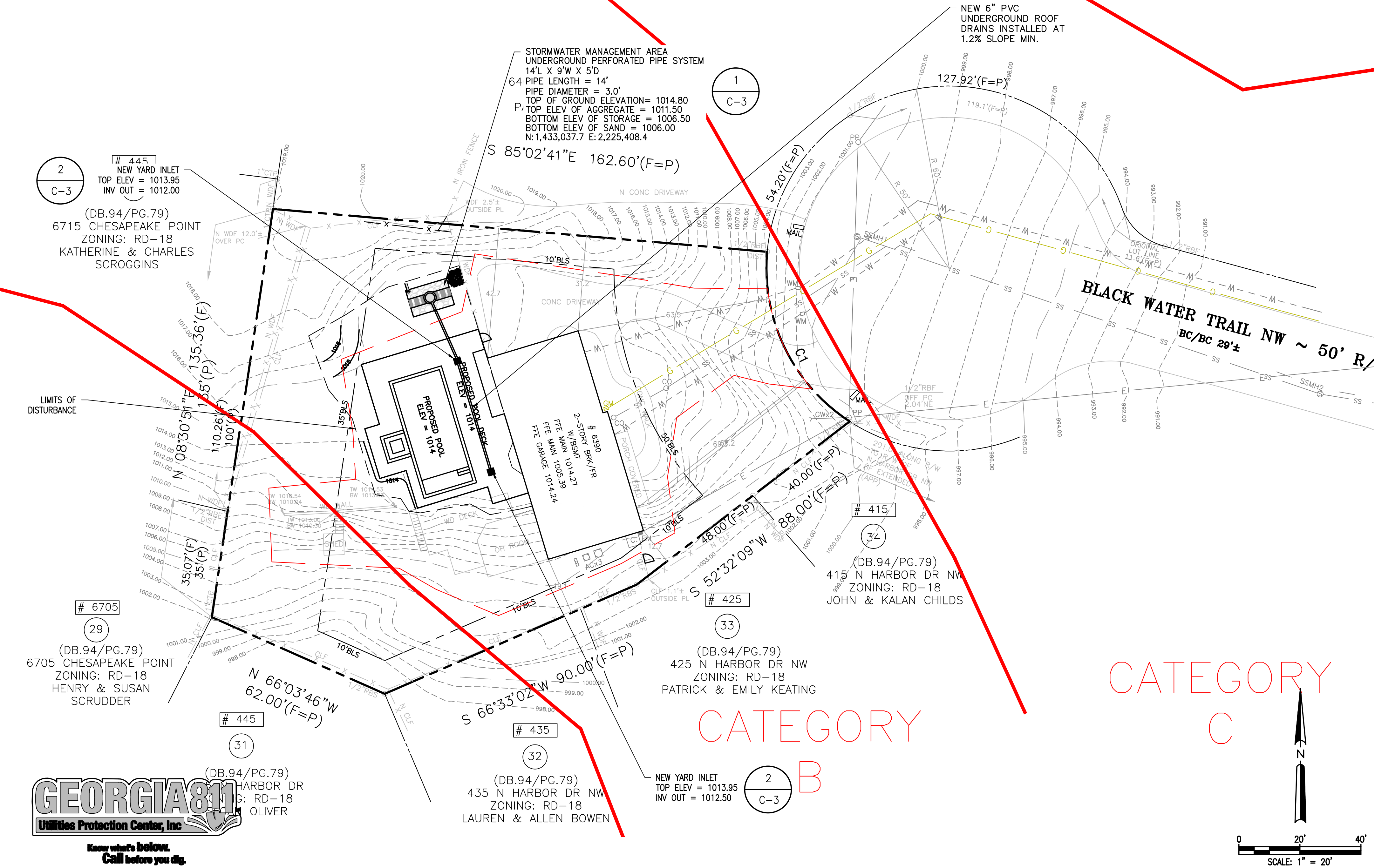
MAINTENANCE
MONTHLY
• ENSURE THAT CONTRIBUTING AREA, FACILITY AND INLETS ARE CLEAR OF DEBRIS.
• ENSURE THAT THE CONTRIBUTING AREA IS STABILIZED.
• REMOVE SEDIMENT AND OIL/GREASE FROM PRETREATMENT DEVICES, AS WELL AS OVERFLOW STRUCTURES.
• MOW GRASS FILTER STRIPS SHOULD BE MOWED AS NECESSARY. REMOVE GRASS CLIPPINGS.
SEMIANNUAL INSPECTION

• CHECK OBSERVATION WELLS FOLLOWING 3 DAYS OF DRY WEATHER. FAILURE TO PERCOLATE WITHIN THIS TIME PERIOD INDICATES CLOGGING.
• INSPECT PRETREATMENT DEVICES AND DIVERSION STRUCTURES FOR SEDIMENT BUILD-UP AND STRUCTURAL DAMAGE.
• REMOVE TREES THAT START TO GROW IN THE VICINITY OF THE TRENCH.REPLACE PEA GRAVEL/TOPSOIL/GRASSING AND TOP SURFACE FILTER FABRIC (WHEN CLOGGED).
AS NEEDED
• PERFORM TOTAL REHABILITATION OF THE TRENCH TO MAINTAIN DESIGN STORAGE CAPACITY.
• EXCAVATE TRENCH WALLS TO EXPOSE CLEAN SOIL.UPON FAILURE



24 HOUR EMERGENCY CONTACT: ASHLEY BARTON 404-863-2450

THE MODIFIED TAFT METHOD IS NOT ACCEPTABLE TO DETERMINE INFILTRATION RATES. A PERCOLATION TEST MAY BE USED TO OBTAIN INFILTRATION RATES PROVIDED IT IS PERFORMED USING THE "PORCHET METHOD".

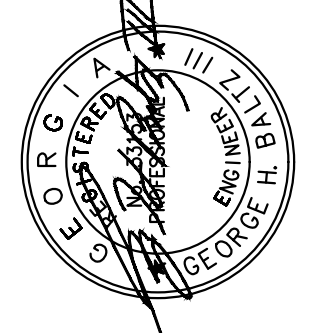


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PPREPARED FOR:
GEORGIA CLASSIC POOLS
12540 BROADWELL ROAD, SUITE 2201
MILTON, GEORGIA, 30004

STORMWATER PLAN

DATE	SCALE	AS SHOWN	REVISIONS	CITY COMMENTS	ARC COMMENTS
01-04-23			02-02-23		
DRAWN		AJC	03-13-23		
CHECKED		GHB			



CONSTRUCTION PLANS FOR:

6390 BLACK WATER TRAIL NW
LAND LOT 130, 17 DISTRICT
SANDY SPRINGS, FULTONCOUNTY, GEORGIA

CVE PI # 22-621

SHEET NO.

C-3

TREE LIST:

TREE NUMBER	DBH (IN INCHES)	TYPE	REMOVE	ONSITE	SETBACK	BOUNDARY TREE (>1=10")	LANDMARK TREE	PROTECTED TREE	SETBACK MITIGATION (>1=10")	% IMPACT
1	18	HARDWOOD	N	N	N	N	N	Y	N	0.00%
2	18	PINE	N	N	N	Y	N	Y	N	0.00%
3	12	PINE	N	N	N	N	N	N	N	0.00%
4	8	HARDWOOD	N	N	N	N	N	N	N	0.00%
5	12	HARDWOOD	N	N	N	Y	N	N	N	0.00%
6	13	PINE	N	N	N	Y	N	N	N	0.00%
7	6	HARDWOOD	N	N	N	N	N	N	N	0.00%
8	6	HARDWOOD	N	N	N	N	N	N	N	0.00%
9	7	HARDWOOD	N	N	N	N	N	N	N	0.00%
10	17	PINE	N	N	N	Y	N	N	N	0.00%
11	25	HARDWOOD	N	N	N	Y	N	Y	N	0.00%
12	12	HARDWOOD	N	Y	Y	N	N	N	Y	0.00%
13	30	HARDWOOD	N	Y	N	N	Y	Y	N	0.00%
14	11	PINE	N	N	N	Y	N	N	N	0.00%
15	23	PINE	N	N	N	Y	N	Y	N	0.00%
16	19	PINE	N	Y	Y	N	N	Y	Y	6.32%
17	19	PINE	N	Y	Y	N	N	Y	Y	19.75%
18	15	HARDWOOD	N	N	N	Y	N	N	N	0.00%
19	13	HARDWOOD	N	N	N	Y	N	N	N	0.00%
20	20	PINE	N	N	N	Y	N	Y	N	0.00%
21	23	PINE	N	N	N	Y	N	Y	N	0.00%
22	12	PINE	N	N	N	Y	N	N	N	0.00%
23	18	PINE	N	N	N	Y	N	Y	N	0.00%
24	9	PINE	N	N	N	N	N	N	N	0.00%
25	16	HARDWOOD	N	Y	Y	N	N	N	Y	13.69%
26	9	HARDWOOD	N	Y	Y	N	N	N	N	0.00%
27	13	HARDWOOD	N	N	N	Y	N	N	N	0.00%
28	10	HARDWOOD	N	N	N	Y	N	N	N	0.00%
29	15	PINE	N	N	N	Y	N	N	N	0.00%
30	19	PINE	N	N	N	Y	N	Y	N	0.00%
31	11	PINE	N	N	N	Y	N	N	N	0.00%
32	6	HARDWOOD	N	N	N	N	N	N	N	0.00%
33	24	PINE	N	N	N	Y	N	Y	N	9.83%
34	13	MAGNOLIA	N	N	N	Y	N	N	N	0.00%
35	12	HARDWOOD	N	N	N	Y	N	N	N	0.00%
36	22	PINE	N	N	N	Y	N	Y	N	0.00%
37	11	MAGNOLIA	N	N	N	Y	N	N	N	0.00%
38	20	HARDWOOD	N	Y	Y	N	N	Y	Y	0.00%
39	15	PINE	N	Y	Y	N	N	Y	Y	0.00%
40	8	HARDWOOD	N	Y	Y	N	N	N	N	0.00%
41	22	PINE	N	Y	Y	N	N	Y	Y	0.00%
42	20	HARDWOOD	N	Y	Y	N	N	Y	Y	0.00%

TREE CALCULATIONS:

CONTACT THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT (770)730-5660 TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE SITE INSPECTOR PRIOR TO ANY LAND DISTURBANCE, BUILDING CONSTRUCTION, OR DEMOLITION.

CANOPY COVERAGE - EXISTING TO REMAIN
NOTE - IF SPECIFIC SPECIES WERE NOT PROVIDED BY SURVEY, THEREFORE THE SMALLER CANOPY COVERAGE FOR TREE TYPE HARDWOOD WAS SELECTED TO PROVIDE A CONSERVATIVE ESTIMATION, WITH EXCEPTION OF LANDMARK TREES, WHICH WERE GIVEN THE 1250 SF CANOPY COVERAGE ESTIMATION.

(4) HARDWOOD AT 1,000 SQFT EACH = 4,000 SQFT
(1) LANDMARK HARDWOOD AT 1,250 SQFT EACH = 1,250 SQFT
(11) PINE AT 1,000 SQFT EACH = 11,000 SQFT
= 16,250 SQFT
(TOTAL CANOPY REMAINING)

REPLACEMENT/RECOMPENSE - LANDMARK TREES

REQUIRED RECOMPENSE/REPLACEMENT = PER CITY OF SANDY SPRINGS, REQUIRED REPLACEMENT IS 150% CANOPY PER EACH LANDMARK TREE REMOVED (OR 2 LARGE REPLACEMENT TREES PER EACH LANDMARK TREE REMOVED)
0 LANDMARK TREES TO BE REMOVED = 0 REPLACEMENT TREES

RESIDENTIAL FRONT YARD TREES PER SEC. 8.2.3.
PER SECTION 8.2.3, THERE IS TO BE ONE SHADE TREE PLANTED IN THE FRONT YARD PER EVERY 40 FT OF FRONTAGE.
TOTAL FRONTAGE = 65 FT = 2 REQUIRED FRONT YARD TREES

REQUIREMENT MET THROUGH EXISTING TREES

YARD DISTURBANCE MITIGATION CALCULATION
PER CODE SECTION 9.4.2.G:

FOR EACH TREE OF 10 INCHES DBH OR GREATER REMOVED OR DAMAGED BY GRADING IN THE SIDE SETBACK, ONE TREE MUST BE PLANTED.

TOTAL TREES LOST IN SIDE YARD = 0 REMOVED = 0 REPLACEMENT TREES REQUIRED

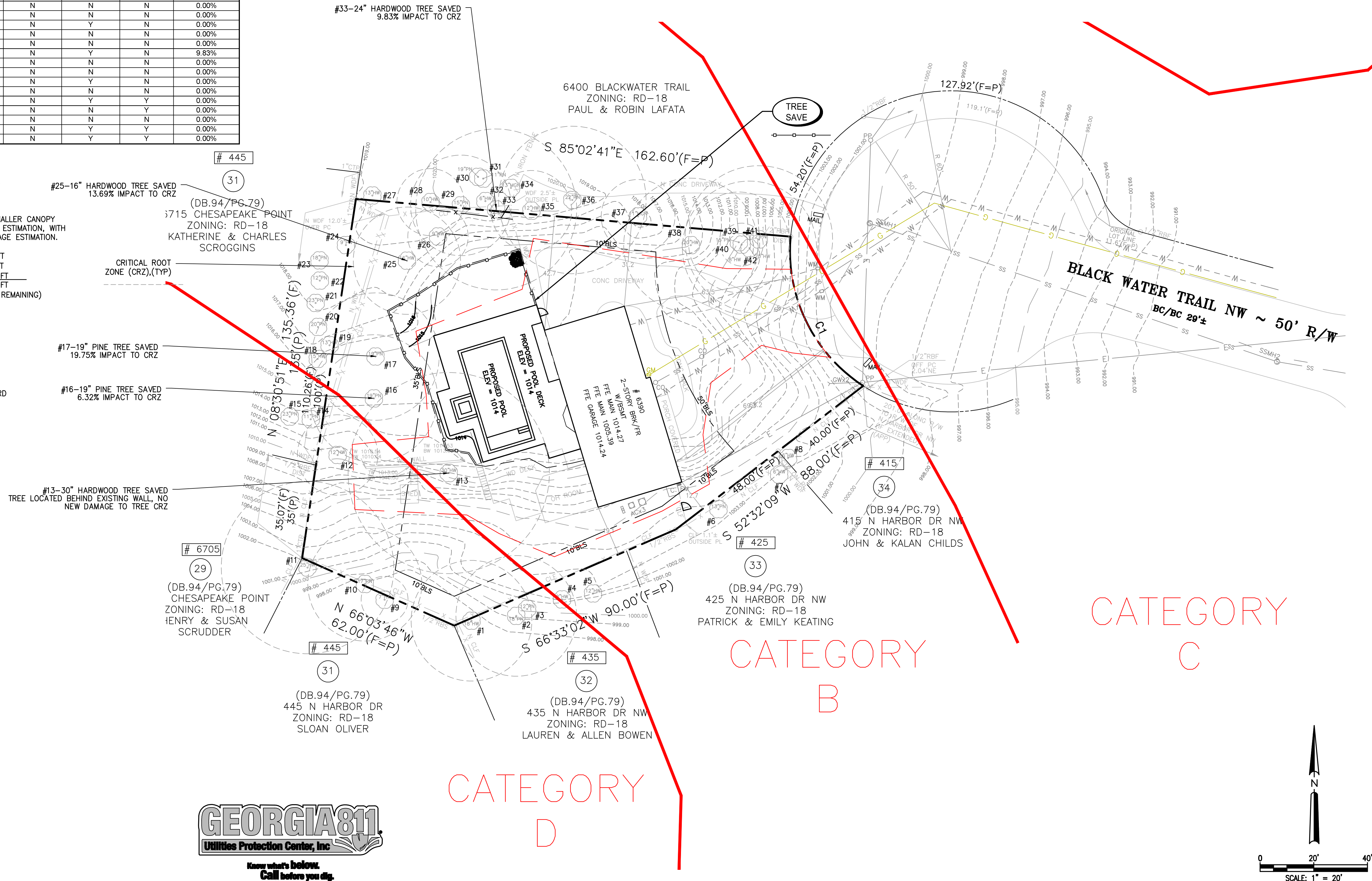
TOTAL PROPOSED REPLACEMENT CANOPY
PROPOSED EXISTING CANOPY TO REMAIN = 16 QTY TREES / 16,250 SQFT
PROPOSED REPLACEMENT CANOPY = 0 QTY TREES.
TOTAL PROPOSED CANOPY (EXISTING + PROPOSED REPLACEMENT) = 16 QTY TREES / 16,250 SQ FT

TOTAL PROPOSED CANOPY (NOT INCLUDING MITIGATION) = 16,250 SQ FT
REQUIRED CANOPY = 22,716 SQ FT X 0.35 = 7,951 SQ FT (REQUIREMENT MET THROUGH EXISTING TREES)

COST ASSIGNMENT
PER CODE SECTION 9.3.8.D.2 WHEN PROPOSED CONSTRUCTION CAUSES CANOPY TO FALL BELOW THE MINIMUM CANOPY REQUIREMENT AN ASSESSED VALUE OF \$1,200 /1000 SF OF CANOPY IS USED TO DETERMINE FEE FOR DEFICIENT

REQUIRED CANOPY = 7,951 SF
PRE-CONSTRUCTION CANOPY = 16,250 SF
POST-CONSTRUCTION EXISTING CANOPY = 16,250

NO RECOMPENSE. ALL REQUIREMENTS MEET BY EXISTING TREES



24 HOUR EMERGENCY CONTACT: ASHLEY BARTON 404-863-2450

CITY OF SANDY SPRINGS LANDSCAPE NOTES:

CONTACT THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT (770) 730-5660 OR THROUGH PORTAL TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE SITE INSPECTOR PRIOR TO ANY LAND DISTURBANCE, BUILDING CONSTRUCTION, OR DEMOLITION.

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PPREPARED FOR:
GEORGIA CLASSIC POOLS
12540 BROADWELL ROAD, SUITE 2201
MILTON, GEORGIA, 30004

TREE PLAN

DATE	REVISIONS	CITY COMMENTS
01-04-23	AS SHOWN	02-02-23
DRAWN	AJC	03-13-23
CHECKED	GHB	



CONSTRUCTION PLANS FOR:

6390 BLACK WATER TRAIL NW
LAND LOT 130, 17 DISTRICT
SANDY SPRINGS, FULTONCOUNTY, GEORGIA

CVE PI # 22-621

SHEET NO.

C-4

GEORGIA CLASSIC POOLS
12540 BROADWELL ROAD, SUITE 2201
MILTON, GEORGIA, 30004

DATE	01-04-23		REVISIONS
SCALE	AS SHOWN	02-02-23	CITY COMMENTS
DRAWN	AJC	03-13-23	ARC COMMENTS
CHECKED	CUB		

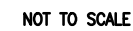
6390 BLACK WATER TRAIL NW
LAND LOT 130, 17 DISTRICT
SANDY SPRINGS, FULTONCOUNTY, GEORGIA

SHEET NO.
C-6

1. Tree protection fencing to be installed prior to any land disturbance on site.	4. Activities within tree protection area are not permitted, including staging of materials, parking, pedestrian access, etc.
2. Locate fencing at edge of CRZ, or adjacent pavement edges, as per approved site plans.	5. Where tree protection is adjacent to erosion control fencing, tree fence must be visible and at full 4' height min. on the inside of tree save area.
3. Fencing must remain through the duration of all construction activities. Fencing or relocation of fencing for temporary access must be replaced daily and removed upon completion of work requiring access. All vehicle access must be approved in advance by the COSS Aborist.	6. Where tree protection fencing encroaches on CRZ of existing trees to remain, of any size, in areas of cutting grade, tree roots are to be cut below grade to depth of 4' with clean slitting saw. Root cutters are not to be used.



4' HIGH MESH WIRE FENCE



1
C-6

PROVIDE POOL ALARMS ON ALL WINDOWS WITH A SILL HEIGHT OF 48 INCHES OR LESS ABOVE FINISH FLOOR THAT OPEN ONTO THE POOL ENCLOSURE, AS WELL AS ALL DOORS THAT OPEN ONTO THE POOL ENCLOSURE. NOTE THAT ALARMS MUST COMPLY WITH UL-2017. (TYPICAL HOME SECURITY ALARMS DO NOT MEET THE REQUIREMENTS.)

Door Alarms

All doors that allow access to a swimming pool should be equipped with an audible alarm which sounds when the door and/or screen are opened. Alarms should meet the requirements of *UL 2017 General-Purpose Signaling Devices and Systems, Section 77* with the following features:

- Sound lasting for 30 seconds or more within 7 seconds after the door is opened.
- The alarm should be loud: at least 85 dBA (decibels) when measured 10 feet away from the alarm mechanism.
- The alarm sound should be distinct from other sounds in the house, such as the telephone, doorbell and smoke alarm.
- The alarm should have an automatic reset feature to temporarily deactivate the alarm for up to 15 seconds to allow adults to pass through house doors without setting off the alarm. The deactivation switch could be a touchpad (keypad) or a manual switch, and should be located at least 54 inches above the threshold and out of the reach of children.

Self-closing doors with self-latching devices could be used in conjunction with door alarms to safeguard doors which give access to a swimming pool.



2
C-6

TREE PLANTING DETAIL

NOT TO SCALE

LANDSCAPE, TREE AND BUFFER SUBMITTAL PLANS AND PLANTING STANDARDS

Figure 5 - Tree Planting Standard Detail (not to scale)



TREE PLANTING DETAIL

NOT TO SCALE

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO AUTHORIZE APPROVAL OF A METROPOLITAN RIVER
PROTECTION ACT CERTIFICATE FOR PROPERTY LOCATED AT 6390 BLACK WATER
TRAIL**

WHEREAS, the Georgia General Assembly adopted the Metropolitan River Protection Act ("MRPA") in 1973, which directed the Atlanta Regional Commission ("ARC") to adopt a plan to protect the Chattahoochee River Corridor and to review development proposals to ensure they are consistent with the plan; and

WHEREAS, the ARC adopted the Chattahoochee Corridor Plan in 1973 ("Plan"); and

WHEREAS, MRPA requires local governments to issue permits based on ARC findings, monitor land-disturbing activity in the corridor, and ensure that land-disturbing activity in the corridor complies with the Plan; and

WHEREAS, properties located within 2,000 feet of the Chattahoochee River are subject to MRPA; and

WHEREAS, anyone desiring to develop such property ("Applicant") must submit an MRPA Certificate Application ("Proposal") for approval; and

WHEREAS, a Proposal was submitted for property located at 6390 Black Water Trail ("Property"); and

WHEREAS, the Applicant proposes to construct a pool; and

WHEREAS, the ARC completed regional review of the Proposal and found that the proposed development is consistent with the Chattahoochee River Corridor Plan;

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

1. That the Metropolitan River Protection Act Certificate Application is hereby approved; and
2. That this Resolution will serve as the Certificate.

RESOLVED this 18th day of July, 2023.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Toni Carlisle, Chief Financial Officer

DATE: June 20, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: ABL No. 102652

Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for Concourse Acquisitions and Development LLC d/b/a Concourse Athletic Club – 8 Concourse Pkwy, Sandy Springs GA 30350.

Applicant is Brian Nelson for Consumption on the premises Wine, Malt, and Distilled Spirits.

Recommendation:

Approve the application for Change of Ownership - Consumption on the premises Wine, Malt, and Distilled Spirits for Concourse Acquisitions and Development LLC d/b/a Concourse Athletic Club – 8 Concourse Pkwy, Sandy Springs GA 30350.

Background:

Applicant submitted a completed application on May 10, 2023. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership for Consumption on the premises Wine, Malt, and Distilled Spirits. The business is located at – 8 Concourse Pkwy, Sandy Springs GA 30350.

Financial Impact:

Revenue – \$6,700

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 - 6/20/2023
Approved - 7/10/2023
Approved - 7/11/2023
Approved - 7/13/2023
Final Approval - 7/14/2023

Attachments:

1. Final hearing letter- Concourse Acquisition
2. public hearing letter- Concourse Acquisitions



To: Eden Freeman, City Manager

From: Toni Carlisle, Chief Financial Officer

Date: June 20, 2023 for Submission onto the July 18, 2023 City Council Meeting

Agenda Item: 102652 – Approval of Alcoholic Beverage License Application for Concourse Acquisitions and Development LLC d/b/a Concourse Athletic Club – 8 Concourse Pkwy, Sandy Springs GA 30328

Applicant is Brian Nelson for Consumption on the premises Wine, Malt, and Distilled Spirits.

CMO (City Manager’s Office) Recommendation:

Approve the application for Change of Ownership - Consumption on the premises Wine, Malt, and Distilled Spirits for Concourse Acquisitions and Development LLC d/b/a Concourse Athletic Club – 8 Concourse Pkwy, Sandy Springs GA 30328

Background:

Applicant submitted a completed application on May 10, 2023. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership for Consumption on the premises Wine, Malt, and Distilled Spirits. The business is located at – 8 Concourse Pkwy, Sandy Springs GA 30328.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue – \$6,700

Concurrent Review:

Lakesha Passemore, Revenue Specialist



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
23-102652**

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

DATE & TIME: July 18, 2023
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption on the Premises
Wine, Malt Beverages & Distilled Spirits

APPLICANT: Concourse Acquisitions and Development LLC
DBA Concourse Athletic Club
8 Concourse Pkwy
Sandy Springs GA 30328



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Toni Carlisle, Chief Financial Officer

DATE: June 20, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: ABL No. 96226

Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for Yalda AR LLC d/b/a Yalda 6500 Aria Blvd, Unit 500, Atlanta, GA 30328.

Applicant is Ashkan Famili for Consumption on the premises Wine, Malt, and Distilled Spirits.

Recommendation:

Approve the application for New Business - Consumption on the premises Wine, Malt, and Distilled Spirits for Yalda AR LLC d/b/a Yalda 6500 Aria Blvd, Unit 500, Atlanta, GA 30328

Background:

Applicant submitted a completed application on July 7, 2022. Applicant has passed the background investigation.

Discussion:

This is a New Business for Consumption on the premises Wine, Malt, and Distilled Spirits. The business is located at –6500 Aria Blvd, Unit 500, Atlanta, GA 30328.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue – \$4,325.00

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 - 7/9/2023
Approved - 7/10/2023
Approved - 7/11/2023
Approved - 7/13/2023
Final Approval - 7/14/2023

Attachments:

1. public hearing letter-Yalda AR LLC
2. Final hearing letter- Yalda



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
23-96226**

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

DATE & TIME: July 18, 2023
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption on the Premises
Wine, Malt Beverages & Distilled Spirits

APPLICANT: Yalda AR LLC
DBA Yalda
6500 Aria Blvd Unit 500
Sandy Springs GA 30328



To: Eden Freeman, City Manager

From: Toni Carlisle, Chief Financial Officer

Date: June 20, 2023, Submission onto the July 18, 2023, City Council Meeting

Agenda Item: 96226 - Approval of Alcoholic Beverage License Application for Yalda AR LLC d/b/a Yalda – 6500 Aria Blvd, Unit 500, Sandy Springs GA 30328

Applicant is Ashkan Famili for Consumption on the Premises Wine, Beer & Distilled Spirits.

CMO (City Manager's Office) Recommendation:

Approve the application Consumption on the Premises Wine, Beer & Distilled Spirits for Yalda AR LLC d/b/a Yalda – 6500 Aria Blvd, Unit 500, Sandy Springs GA 30328

Background:

Applicant submitted a completed application on June 14, 2022. Applicant has passed the background investigation.

Discussion:

This is a New Business for Consumption on the Premises Wine, Beer & Distilled Spirits. The business is located at – 6500 Aria Blvd, Unit 500, Sandy Springs GA 30328

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue – \$4,325

Concurrent Review:

Melissa Barajas, Revenue Specialist



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Marla Shavin, Senior Public Relations Specialist

DATE: June 29, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve Temporary Sculpture Installation as a Component of the ArtSS in the Open Sculpture Competition

Recommendation:

Staff recommends that Council approve the recommended finalists of the ArtSS Sculpture Competition for a year-long display on the Art Walk at City Springs.

Background:

In 2018, the City began funding the Annual ArtSS Walk, Art Sandy Springs' annual Arts in the Open sculpture competition. Each year, nine sculpture finalists are selected from hundreds of entries from around the country. The works are displayed on the City Green at City Springs, creating an annually changing sculpture art gallery in the park. At the conclusion of each exhibit, selected works from the finalists are purchased and placed in permanent locations by the City.

Discussion:

More than 70 pieces were reviewed by City staff who looked for safety, durability and appropriateness. Art Sandy Springs then formally screened the balance and sent them for review by a panel of art expert judges. The recommended nine final pieces are: ***UpCycle*** by Joni Younkings-Herzog (\$4,600); ***Change in Direction*** by Adam Walls (\$5,000); ***Candy 4 Sandy*** by Mark Larkin (\$12,500); ***Flowing Arches*** by Matt Moyer (\$7,200); ***The Reader*** by Jeff Whipple (\$9,200); ***Nesting*** by Richard Herzog (\$12,500); ***Luminaria*** by Stephen Landis (\$3,000); ***Digital Age*** by John Cheng and Wendy Zhang (\$18,000); and ***Caprice*** by Charles Pilkey (\$2,000).

Financial Impact:

Each of the nine artists represented will receive a \$1,500 stipend to cover costs of delivery and display, which can be put toward the purchase of selected pieces for permanent location. Overall cost for nine stipends: \$13,500. This expense is included in the FY24 budget.

Alternatives:

Choose not to approve as recommended and provide further direction to staff.

Review:

Kristin Byars Smith, Assistant City Manager
Andrew Allison, Communications Director
Kristin Byars Smith, Assistant City Manager

Created/Initiated - 7/7/2023
Approved - 7/12/2023
Approved - 7/12/2023

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

Approved - 7/12/2023
Approved - 7/13/2023
Final Approval - 7/14/2023

Attachments:

1. FY2024 Arts in Open Resolution
2. ArtSS in Open 2023-2024 Presentation

**STATE OF GEORGIA
COUNTY FULTON**

**A RESOLUTION TO ACCEPT THE RECOMMENDED FINALISTS FOR THE FY 2024
ARTSS IN THE OPEN SCULPTURE COMPETITION FOR YEARLONG DISPLAY ON
THE ART WALK AT CITY SPRINGS.**

WHEREAS, in 2017, the City adopted a Public Art Policy, identifying a competition for sculptures at City Green as one of the City’s official components for the application of art within public spaces; and

WHEREAS, to advance that goal the City, working with Art Sandy Springs, Inc. (ArtSS), developed ArtSS in the Open, an annual competition (“Competition”) in which artwork of up to nine finalists are placed on display at City Green, providing the community an opportunity to enjoy annual outside exhibits; and

WHEREAS, pursuant to an agreement with the City (“Agreement”), ArtSS manages the Competition each year and recommends to City Council the selection of finalist pieces and the subsequent purchase of a piece or pieces of artwork participating in the Competition; and

WHEREAS, continuing the program, the City will host the Competition at City Green in FY 2024; and

WHEREAS, ArtSS has provided a recommendation to the City as described in Exhibit A attached hereto (“Recommendation”) for the display of nine finalist pieces at City Green for a year; and

WHEREAS, the finalist pieces recommended to City Council for consideration by the City in the FY 2024 Competition include (1) *UpCycle* by Joni Younkings-Herzog; (2) *Change in Direction* by Adam Walls; (3) *Candy 4 Sandy* by Mark Larkin; (4) *Flowing Arches* by Matt Moyer; (5) *The Reader* by Jeff Whipple; (6) *Nesting* by Richard Herzog; (7) *Luminaria* by Stephen Landis; (8) *Digital Age* by John Cheng and Wendy Zhang; and (9) *Caprice* by Charles Pilkey (\$2,000); and

WHEREAS, each approved finalist will receive a stipend of \$1,500 to cover the costs of delivery and display, which can be put toward the purchase of these elected pieces for permanent location; and

WHEREAS, the Mayor and City Council have considered the attached Recommendation and have agreed to accept such pieces consistent such Recommendation.

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

1. The City’s acceptance of the finalist sculpture pieces to display at City Green in FY 2024, pursuant to the Recommendation, is hereby authorized; and
2. The City Manager is hereby authorized to enter into agreements with each of the artists of the recommended sculpture finalist pieces upon such terms and conditions as approved by the City Attorney and Finance Department; and
3. The City Manager is authorized to provide a \$1,500 stipend to each of the accepted finalist artist for their displayed work at City Green, not to exceed a total of \$13,500; and
4. The City Manager is hereby authorized to take such further actions as may be necessary to effectuate the intent of this resolution, subject to the approval of the City Attorney and the Finance Department.

RESOLVED this the 18th day of July, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(SEAL)

RESOLUTION NO. _____

**EXHIBIT A
RECOMMENDATION**

ArtSS in the Open

2023 – 24 Sculpture Competition

Finalists and Alternates: *Material, Dimensions and Pricing*



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GEORGIA

ARTSANDY
SPRINGS

UpCycle

by Joni Younkings-Herzog
Athens, GA

Material: Steel, Bicycle wheels, Paint

Dimensions: 10' X 8' X 10'

Price: \$4,600



Change in Direction

by Adam Walls
Hope Mills, NC

Material: Steel and Paint

Dimensions: 9'X 3'X 5'

Price: \$5,000



Candy 4 Sandy

by Mark Larkin
Hilton Head, SC

Material: Powder Coated Welded Steel

Dimensions: 8.5' X 8' X 8'

Price: \$12,500



Flowing Arches

by Matt Moyer
Columbia, MO

Material: Painted Steel

Dimensions: 10'X 8'X 2'

Price: \$7,200



The Reader

by Jeff Whipple
Jacksonville, FL

Material: Casted GFRC Concrete with Rebar,
Foam Interior

Dimensions: 68" X 14" X 24"

Price: \$9,200



Nesting

by Richard Herzog
Athens, GA

Material: Steel, Driftwood

Dimensions: 7'X 7'X 6'

Price: \$12,500



Luminaria

by Stephen Landis
Loveland, CO

Material: Concrete, Steel, Acrylic

Dimensions: 80" X 36" X 32"

Price: \$4,000



Digital Age

by John Cheng and Wendy Zhang
Suwanee, GA

Material: Stainless Steel, Bronze

Dimensions: 6.6' X 2.6' X 2.6'

Price: \$18,000



Caprice

by Charles Pilkey
Mint Hill, NC

Material: Stainless Steel, Bronze

Dimensions: 11' X 6' X 3'

Price: \$2,000



Alternates

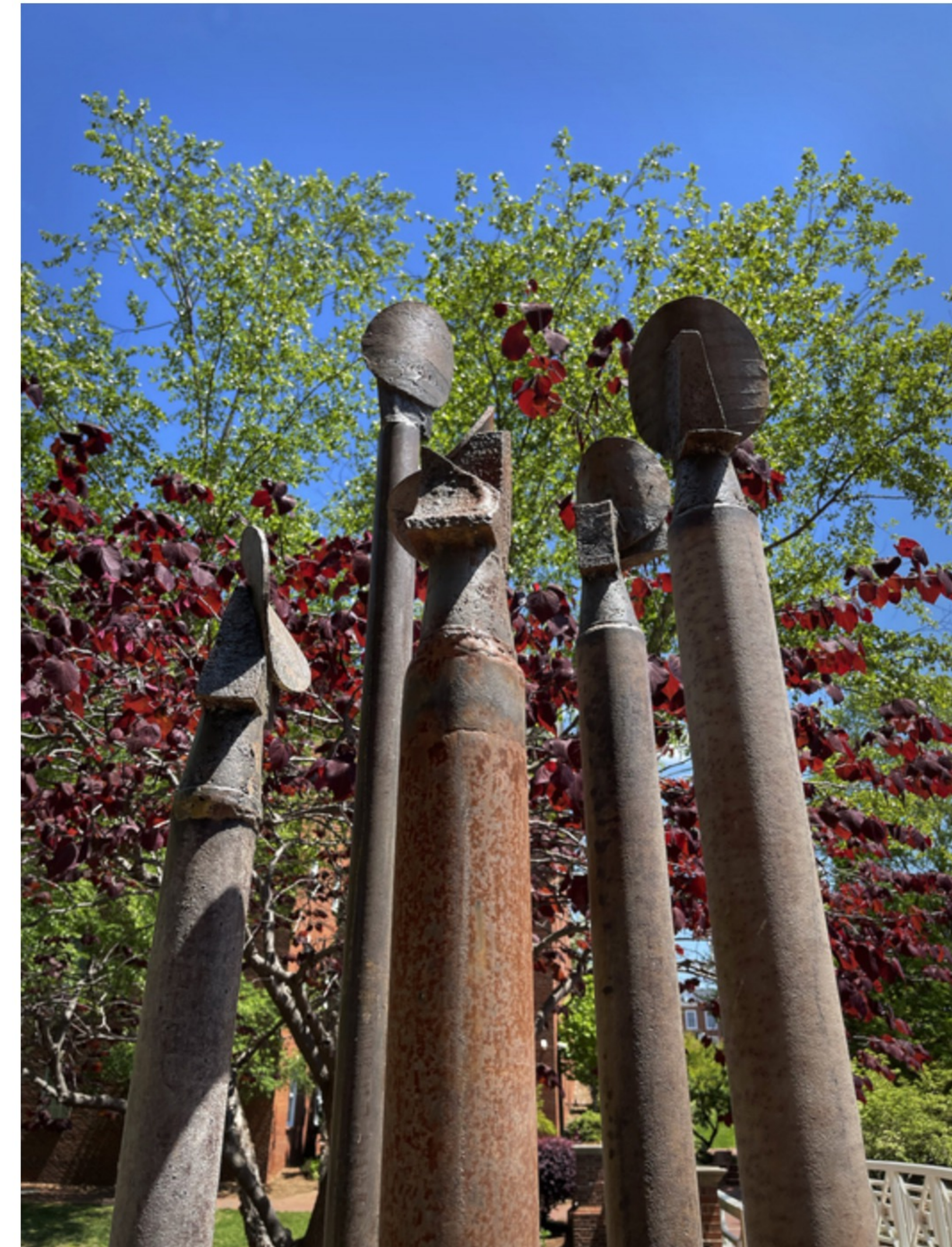
The Listeners

by Carl Billingsley
Greensboro, NC

Material: Oiled Steel, Cast Iron

Dimensions: 8.5' X 3' X 3'

Price: \$6,000



Family

by Robert Clements
Athens, GA

Material: Stainless Steel

Dimensions: 9' X 6' X 3'

Price: \$3,000



Dalband Satellite Flower

by Richard Herzog
Athens, GA

Material: Steel

Dimensions: 8' X 7' X 8

Price: \$17,000



Magnify

by Kirk Seese
Lutherville, MD

Material: Steel, Acrylic, Paint

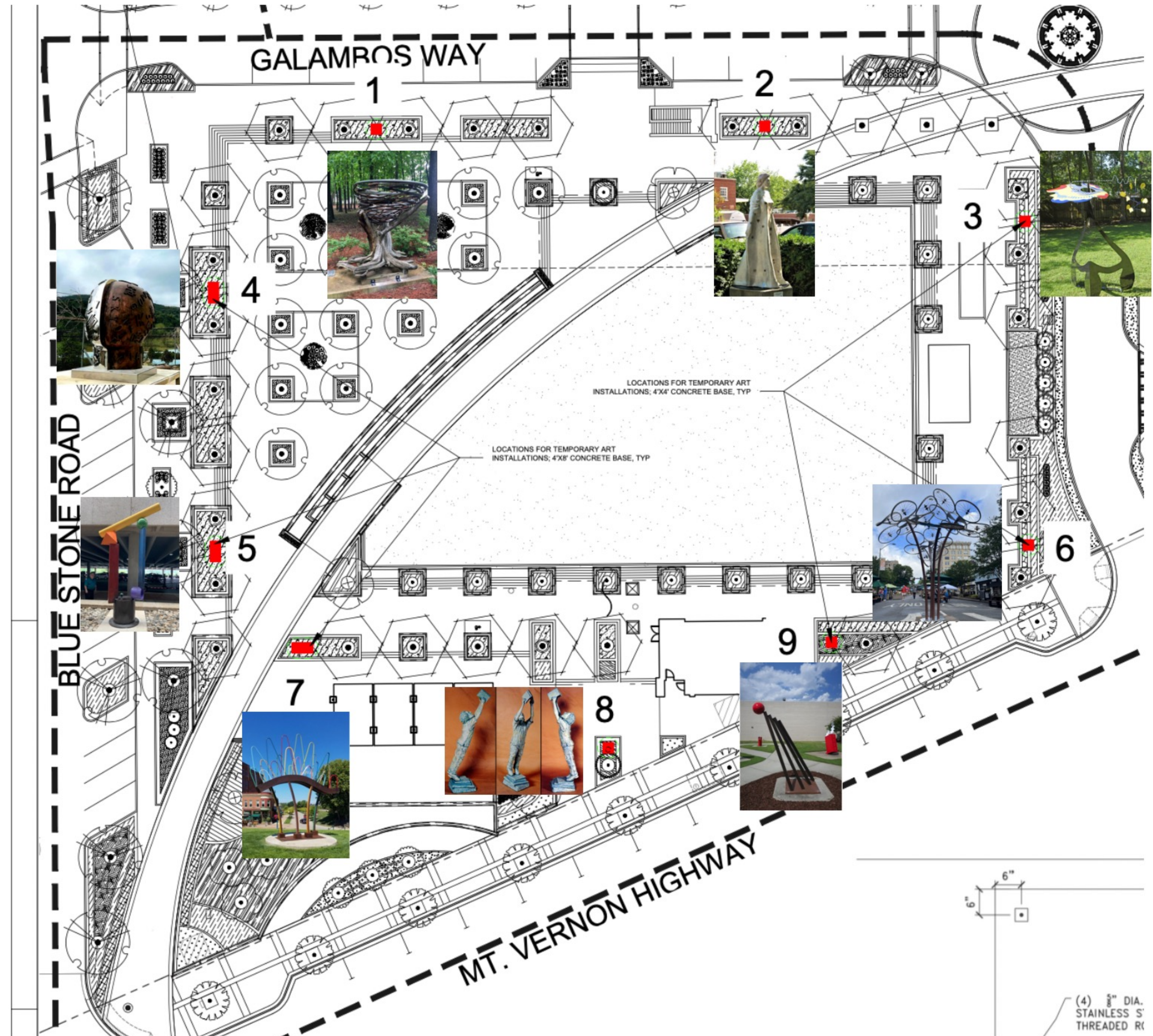
Dimensions: 8' X 3' X 3'

Price: \$7,500



Placement

City Springs



Thank you!



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GEORGIA

ARTSANDY
SPRINGS



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: Michael Perry, Director of Recreation and Parks
DATE: June 29, 2023 Submission for the July 18, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve the First Amendment to Agreement for Services between Art Sandy Springs, Inc. and the City of Sandy Springs

Recommendation:

City Staff recommends the Mayor and City Council approve the First Amendment to the Agreement for Services (the "Agreement") between The City of Sandy Springs (the "City") and Art Sandy Springs Inc. ("ArtSS") which will provide art consultation and programming of the Abernathy Art Center (the "Center").

Background:

On July 30, 2019, the City finalized the Agreement with ArtSS to provide consulting services related to "Arts" procurement within City facilities. ArtSS has been instrumental in providing valuable expertise to all matters relating to Arts in the City. Subsequently, the City executed an Interim Agreement with ArtSS in 2022, which provided for temporary programming of the Center. The Interim Agreement covered a period from September 1, 2022 through July 31, 2023, with language that the Agreement could be extended should both parties mutually agree.

Discussion:

ArtSS has partnered with the City to reopen the Center and re-start the popular art programming that had been a staple at this former Fulton County facility. ArtSS has used this initial period to rebuild the Center's identity and trust within the community and the Center has served more than five hundred (500) participants. Summer Art Camp is underway and will serve more than one hundred fifty (150) children over the six (6) week camp season. City Staff is requesting this First Amendment to the Agreement for a term of one (1) year, with four (4) optional renewal periods, to work with ArtSS to offer public art programs and classes as the City completes the long-term redevelopment plan for the site.

Payment to ArtSS for the initial term of the agreement matches the Fiscal Year 2024 Budget allocation of \$50,000. In the event the Agreement is successfully renewed for subsequent one-year terms following the date of this agreement, the City shall pay ArtSS the sum of Sixty Thousand Dollars (\$60,000) in year two, plus an annual escalator of three percent (3%) or the Consumer Product Index, whichever is less, for each renewal period beyond the third year. City appropriations would support a part-time ArtSS employee to coordinate the marketing, program planning, hiring of contracted instructors as well as art supplies and equipment, etc.

Financial Impact:

The FY2024 budget for the City includes an allocation of \$50,000 to ArtSS to offset a portion of the Center's operating costs. City appropriations would support a part-time ArtSS employee to coordinate the marketing, program planning, hiring of contracted instructors as well as art supplies and equipment, etc.

Alternatives:

City Council could choose not to approve the First Amendment to the Agreement and wait for future development before conducting additional Arts Programming at the Center.

Review:

Kristin Byars Smith, Assistant City Manager	Created/Initiated - 7/11/2023
Michael Perry, Director of Recreation and Parks	Approved - 7/11/2023
Kristin Byars Smith, Assistant City Manager	Approved - 7/12/2023
Toni Carlisle, Chief Financial Officer	Approved - 7/12/2023
Dan Lee, City Attorney	Approved - 7/13/2023
Eden Freeman, City Manager	Final Approval - 7/14/2023

Attachments:

1. First Amendment to Interim Agreement for Abernathy Arts Center
2. First Amendment to Interim Agreement for Abernathy Arts Center Resolution
3. ArtSS Grant Proposal Overview

**FIRST AMENDMENT TO AGREEMENT FOR INTERIM ARTS EDUCATION,
PROGRAMMING, AND OTHER SERVICES FOR ABERNATHY ARTS CENTER
CITY OF SANDY SPRINGS, GEORGIA**

THIS FIRST AMENDMENT (“Amendment”) to **THE AGREEMENT FOR INTERIM ARTS EDUCATION, PROGRAMMING, AND OTHER SERVICES FOR ABERNATHY ARTS CENTER** (“Agreement”) is made and entered into as of July 18, 2023, by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a Georgia municipal corporation (the “City”), and **ART SANDY SPRINGS, INC.** (“ArtSS”), a Georgia non-profit corporation.

RECITALS

WHEREAS, the City and ArtSS entered into the Agreement effective September 1, 2022, pursuant to which the City engaged ArtSS to provide input to the City regarding the types and quantity of art education programs that could be conducted in the Abernathy Arts Center (the “Property”), to suggest specific changes and upgrades to accommodate a higher quality fine art learning experience, and to provide programming and activities on the Property, as more particularly described in Exhibit A attached to the Agreement (“Services” or “Project”); and

WHEREAS, the Agreement provides for the Services to be performed on certain portions of the Property, including three (3) classrooms (“ArtSS Space”) in the annex building (“Building”); and

WHEREAS, the Agreement has reached the end of the performance term, as described therein; and

WHEREAS, Paragraph 1 of the Agreement provides that the parties may renew the Agreement for an additional period of time and upon such terms and conditions as the parties may agree in writing; and

WHEREAS, the parties desire to modify the term of the agreement and associated compensation;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby agree to amend the Agreement as follows:

1. AMENDMENT TO PARAGRAPH 6 OF THE RECITALS PORTION OF THE AGREEMENT

The parties hereby mutually agree that Paragraph six (6) of the recitals portion of the Agreement is hereby amended to replace the “Services” or “Project” reference to Exhibit “A” of the Agreement to the Program Proposal attached to this Amendment as Exhibit “A” and incorporated herein by reference.

2. AMENDMENT TO PARAGRAPH 1 – TERM OF THE AGREEMENT

Pursuant to Paragraph one (1) of the Agreement, the parties hereby mutually agree that the term of the Agreement shall be renewed for twelve (12) additional months through June 30, 2024 (the “Initial Renewal Term”), followed by up to four (4) one-year renewal options, contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The Contract shall terminate at the

close of each year but will automatically renew absent any action by the City ("Term"), unless earlier terminated in accordance with its terms.

3. AMENDMENT TO PARAGRAPH 2 – COMPENSATION

Paragraph 2 of the Agreement entitled Compensation is hereby deleted in its entirety and replaced with the following language:

In consideration for performing the Services, the City shall pay ArtSS the sum of Fifty Thousand Dollars (\$50,000.00) ("Operating Funds") for the Initial Renewal Term of the Agreement to provide for operating expenses above expected program revenues. In the event the Agreement is renewed as provided in Paragraph 1 of this Amendment, the City shall pay ArtSS the sum of Sixty Thousand Dollars (\$60,000.00) for operating expenses above expected program revenues for any subsequent renewal term. In the event the Agreement is successively renewed for subsequent one-year terms following the date of this Amendment, the City shall pay ArtSS the sum of Sixty Thousand Dollars (\$60,000.00) plus an annual escalator of three (3) percent or the Consumer Price Index, whichever is less, for each renewal period beyond the third year. The Operating Funds for the Initial Term shall be paid to ArtSS upon presentation of an invoice following execution of this Amendment. The Operating Funds for any renewal term(s) shall be paid to ArtSS upon presentation of an invoice following the date of any subsequent renewal of the Agreement. The City shall make payment within ten (10) days of receipt of an invoice. Any future request for an increase to the Operating Funds as described herein shall be presented to the City Manager for approval by Mayor and City Council at a regular City Council meeting.

4. EFFECT OF AMENDMENT; ENTIRE AGREEMENT

Except as specifically amended, updated or changed by the provisions of this Amendment, the terms and conditions reflected in the provisions of the Agreement shall remain in full force and effect. To the extent that the provisions of this Amendment and the general terms and conditions of the Agreement are in conflict, the provisions of the Amendment shall control. The Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter contained herein. Except for the terms and conditions of this Amendment as set forth above, all prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Neither party has relied on any representation, promise, nor inducement not contained herein.

5. GOVERNING LAW

This Amendment shall be governed in all respects by the laws of the State of Georgia.

6. SEVERABILITY

The terms and provisions hereof are severable such that if any term or provision is declared or found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and provisions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eden E. Freeman, City Manager

Attest:

By: _____
Raquel González, City Clerk

(SEAL)

ART SANDY SPRINGS, INC. (ArtSS)

By: _____
Meredith Martin Addy, President

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A FIRST AMENDMENT TO THE AGREEMENT FOR
SERVICES BETWEEN THE CITY OF SANDY SPRINGS AND ART SANDY SPRINGS, INC.
FOR ARTS EDUCATION, PROGRAMMING, AND OTHER SERVICES FOR THE
ABERNATHY ARTS CENTER**

WHEREAS, Art Sandy Springs, Inc. (“ArtSS”) is a 501(c) organization formed in 2007 with the stated mission to creatively enrich the lives of Sandy Springs residents and visitors; and

WHEREAS, the City of Sandy Springs (the “City”) has recently acquired the Abernathy Art Center (the “Center”) including certain building structures (“Properties”) from Fulton County; and

WHEREAS, located on the Property is the oldest neighborhood arts center dedicated to providing quality art programming to the community and historically has offered a broad range of day and evening classes for adults and children; and

WHEREAS, it was previously determined that a one-time Programming Grant be allocated to ArtSS to offer this Temporary Art Programming; and

WHEREAS, it is desired that ArtSS have their agreement extended for an additional one (1) year term, with four (4) one (1) year optional renewal terms; and

WHEREAS, it is anticipated the Property requires an assessment of its physical realities and enhanced programming opportunities, and

WHEREAS, in connection with the assessment, ArtSS desires to provide input to the City regarding the types and quantity of art education programs that could be conducted in an improved Property, to suggest specific changes and upgrades to accommodate a higher quality fine art learning experience, and to provide programming and activities on the Property during the period of assessment, as more particularly described in the Scope of Services (attached hereto as Exhibit “A”; and

WHEREAS, the City desires to engage ArtSS to perform the Services on certain portions of the Property, including three (3) classrooms (“ArtSS Space”) in the annex building located on the Property, pursuant to the terms and conditions set forth in the Agreement.

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

1. The attached First Amendment to the Agreement is hereby approved; and
2. The City Manager is hereby authorized to execute the Agreement, pending approval of the City Attorney and Chief Financial Director; and
3. The City Manager is hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this Resolution.

RESOLVED this the 18TH day of July 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)

GRANT PROPOSAL OVERVIEW

Art Sandy Springs (ArtSS) requests a yearly grant from the City of Sandy Springs for a period of five (5) years to provide fine art education program at the Abernathy Arts Center (AAC). The amount of this yearly grant is as follows:

- Year One (2023-2024): \$50,000
- Year Two (2024-2025): \$60,000
- Years Three, Four and Five (2025-2028): \$60,000 plus an annual increase in the lesser of 3% or the Consumer Price Index percentage (CPI %) as published by the U.S. Department of Labor

ArtSS requests the grant be funded yearly in one up-front sum at the beginning of each fiscal year (beginning July 1st). In addition, ArtSS requests that the city continues to maintain the facility, pay for monthly utilities, and provide weekly janitorial service in the same manner as the current interim agreement. This program is to operate from August 2023 through July 2028 and will continue unless terminated by either party.

ArtSS has offered in-person classes since September of 2022 under an interim agreement. Since that time, ArtSS has operated the center on an extremely tight budget, unable to purchase art supplies and furnishings, computer and office equipment or advertise in any significant way to generate awareness of the program's revival. ArtSS has relied on volunteer staff for much of the management and oversight as well as all bookkeeping activities.

With the help of these yearly grant funds, ArtSS will continue to create, promote, and manage a schedule of fine art classes commensurate with the quality of the Sandy Springs citizenry. ArtSS will also provide oversight and support to include web, registration/payment capability, and accounting. A variety of art classes will be offered for children, teens and adults and will be taught by professional artist instructors for participants of all artistic levels. Classes will be offered in the Annex Building 5-days a week Tuesday-Saturday, mornings, afternoons, after-school, and evenings.

The program will be managed by an Executive Director and an Art Center Manager, along with support from ArtSS board members, and a part-time hourly administrative/graphic design/social media assistant.

The program's operational budget for August 1, 2023 to July 31, 2024 is \$280,000 with an anticipated shortfall of \$50,000. Grant funds will be used to supplement this shortfall. ArtSS a 501C-3 is not able to subsidize losses. Should the combination of limited classroom space and below-market historical rates cause program revenues to fall short of costs, it may be necessary to request further city funding at some point.

During the tenure of this proposed program ArtSS will also provide input to the city regarding the types and quantity of art education programs that could be conducted in an improved facility and will suggest specific changes and upgrades to accommodate an exceptional fine art learning experience.

In closing, this partnership between Art Sandy Springs and the City of Sandy Springs will ensure that the Abernathy Arts Center provides a hub for fine arts creativity and social engagement for Sandy Springs citizens of all ages and artistic interests for years to come. The ArtSS board members are pleased to be able to provide this service to our community.



TO: Eden Freeman, City Manager

FROM: Kenneth DeSimone, Police Chief

DATE: July 6, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a Grant Agreement with the Governor's Office of Planning and Budget on behalf of the State of Georgia for the Violent Crime Reduction Team As Part of the American Rescue Plan Act Public Safety and Community Violence Reduction Grant Program

Recommendation:

Staff recommends accepting a grant award and executing the grant agreement with the Governor's Office of Planning and Budget for the Violent Crime Reduction Team (VCRT), as part of the American Rescue Plan Act Public Safety and Community Violence Reduction Grant Program (Grant Program).

Background:

The Governor's Office of Planning and Budget (OPB) appropriated approximately \$100,000,000 to be awarded for violent crime reduction programs, law enforcement staffing, equipment and technology, and community violence intervention programs that address the increase of violent gun crime and community violence or the decrease in law enforcement staffing as a result of the COVID-19 pandemic.

The City of Sandy Springs submitted a Law Enforcement Staffing application and Equipment and Technology application in November 2022. In June 2023, the Office of Planning and Budget awarded the City \$752,514.40 for the equipment and technology required for the development of the VCRT and \$869,675.40 for necessary staffing.

Discussion:

The total funding awarded for equipping and staffing the VCRT is \$1,622,189.80, which includes a 10% contingency budget line specifically designated by OPB for approved cost overruns. \$752,514.40 of the total amount is dedicated to expenses for equipment and technology, with the remaining \$869,675.40 for staffing.

The Department finalized the required Budget Detail Worksheets and determined the City requires \$751,976 for the equipment and technology needed to properly implement the VCRT and \$864,263 for staffing. The awarded funds will be used for the following expenses:

- (1) Civilian Criminal Intelligence Analyst
- (2) Civilian Crime Scene Investigators
- Establishing a cellular pan-tilt-zoom (PTZ) camera network that can be deployed in areas of the City that have been experiencing higher crime. The proposed funding covers 35 PTZ cameras, cellular service, installation, maintenance, and license fees associated with each camera. Utilizing

a cellular camera network only requires access to a power source, allowing for a versatile deployment.

- A server dedicated to the PTZ network. This server will be able to federate with the City's current system and will be configured and setup for the VCRT cameras.
- Implementation of 20 Flock License Plate readers.
- Implementation of Accurint Virtual Crime Center (AVCC), a secure online dashboard allowing multiple agencies to share crime data, jail booking data, pattern analysis, crime mapping, and predictive analytics and reporting.
- Two charge and shield evidence cabinets
- Two digital forensic workstations and one digital evidence storage server
- CSI training and forensic software user licenses
- Standard new hire equipment, including uniforms, laptops, and cellphones.

Financial Impact:

Although there is no local match required for the Grant Program, there will be ongoing financial considerations associated with sustaining the program once the grant project period concludes. If the City were to continue with the program as its currently structured, the continuing yearly cost would be approximately \$127,655.80 for equipment and \$325,000 for the additional positions. Once the Department evaluates the success of the project, it will be determined how to maintain and expand the use of equipment and additional staffing to continue responding to violent gun crime in the community. There is no requirement to retain the positions, technology, or equipment after the grant period ends in October 2026.

Alternatives:

The Mayor and City Council can choose not to enter into the Grant Agreement with OPB and forego funding for this project as well as the implementation of the Violent Crime Reduction Team.

Review:

Caroline Galvin, Executive Project Manager
Kenneth DeSimone, Police Chief
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/13/2023
Approved - 7/14/2023
Approved - 7/14/2023
Approved - 7/14/2023
Final Approval - 7/14/2023

Attachments:

1. Public Safety and Community Violence Reduction Grant Program Presentation_July 2023_
2. Resolution- Violent Crime Reduction Team
3. Grant Budget Worksheet Staffing Proposal (1)
4. Proposed Equipment Budget VCRT .xlsx

5. Violent Crimes Reduction Team - Agreement 1
6. Violent Crimes Reduction Team - Agreement 2

American Rescue Plan Act Public Safety and Community Violence Reduction Grant (PSCVRG)Program

July 18, 2023



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GEORGIA

PSCVRG Background

- **August 2022 - the Governor's Office of Planning and Budget issued a notice of funding opportunity for the PSCVRG program to "address violent gun crime and community violence that have increased as a result of COVID-19"**
- **November 2022 - the City submitted applications for Law Enforcement Staffing and Equipment and Technology**
- **June 2023 - the City was awarded funding for both applications**
 - **Law Enforcement Staffing - \$869,675.40**
 - **Equipment and Technology - \$752,514.40**

PSCVRG Proposed Program

- **Law Enforcement Staffing**
 - (2) Civilian Crime Scene Investigators
 - (1) Civilian Criminal Intelligence Analyst
- **Equipment and Technology**
 - (20) License Plate Reader Cameras
 - (35) Traffic Management Cameras
 - (2) Charge and Shield Evidence Cabinets
 - (2) Digital Forensic Workstations
 - (1) Digital Evidence Storage Server
 - CSI Training and Software User Licenses
 - Accurint Virtual Crime Center
 - Standard New Hire Equipment

PSCVRG Agreement

- The agreement must be submitted by August 2023
- All funds expended by October 31, 2026
- Match funding is not required
- No requirement to retain the positions, technology, or equipment
 - Continuing yearly cost would be approximately \$127,656 for equipment/technology and \$325,000 for the additional positions

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE A GRANT AGREEMENT WITH THE GOVERNOR’S OFFICE
OF PLANNING AND BUDGET ON BEHALF OF THE STATE OF GEORGIA FOR THE
VIOLENT CRIME REDUCTION TEAM AS PART OF THE AMERICAN RESCUE PLAN ACT
PUBLIC SAFETY AND COMMUNITY VIOLENCE REDUCTION GRANT PROGRAM**

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

WHEREAS, the Governor’s Office of Planning and Budget (“OPB”) for the State of Georgia, in response to the violent gun crimes increase as a result of the COVID-19 Pandemic, appropriated (approximately) \$100,000,000.00 (“Grant Agreement”) to be awarded for violent crime reduction programs, law enforcement staffing, equipment, technology , and community violence intervention programs; and

WHEREAS, in November 2022, in response to the OPB’s appropriation of funds, the City submitted to the OPB, two (2) Budget Detail Worksheets; one (1) “Law Enforcement Staffing Application” as well as one (1) “Equipment and Technology Application”; and

WHEREAS, in June 2023, in response to the “Law Enforcement Staffing Application” the City was awarded \$869,675.40, and in response to the “Equipment and Technology Application” the City was awarded \$752,514.40; and

WHEREAS, there is no local match from the City required for the Grant Agreement, however, in acceptance of the Award stated in the Grant Agreement, the City agrees to the ongoing financial considerations associated with the Grant Program, through the conclusion of such; and

WEHREAS, it is the City’s desire to receive the Grant Award and adhere to the ongoing financial considerations associated with the award, through the Grant Program’s conclusion.

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

1. The Grant Award is hereby accepted; and
2. The City Manager is authorized to execute the Grant Agreement; and
3. The City Manager is authorized to take all such and further actions to effectuate the intent of this Resolution, pending the approval of the City Attorney and Chief Financial Officer.

RESOLVED, this, the 18th day of July, 2023.

APPROVED:

Russell K. Paul, Mayor

ATTEST:

Raquel D. González, City Clerk

(SEAL)

Governor's Office of Planning and Budget

v4

BUDGET DETAIL WORKSHEET

Grantee Name:	The City of Sandy Springs
Grant ID:	Public Safety and Violent Crime Reduction Strategies - Law Enforcement Staffing
Submitted By (Budget POC):	Caroline Galvin
Contact:	Caroline Galvin
Grant Program:	They City of Sandy Springs' Violent Crime Reduction Team - Law Enforcement Staffing
Program Area:	Law Enforcement Staffing
Budget Year:	FY2023-FY2026

This Budget Detail Worksheet is used to verify all Payment Requests (PA) and to determine whether costs are allowable for reimbursement. All required information must be present in the budget narrative, regardless of format.

Federal Uniform Guidance rules are applicable.

Uniform Guidance can be found at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#200.325> (2 CFR Part 200) and it establishes uniform administrative, cost principles, and audit requirements for federal awards to non-federal entities.

1. Personnel— List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar program activities.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost
Civilian Criminal Intelligence Analyst - Year One		29.9456	40	52	Bi-Weekly	\$62,286.85
Civilian Criminal Intelligence Analyst - Year Two		31.4428	40	52	Bi-Weekly	\$65,401.02
Civilian Criminal Intelligence Analyst - Year Three		33.0150	40	52	Bi-Weekly	\$68,671.20
Civilian Crime Scene Investigator 1 - Year One		29.9456	40	52	Bi-Weekly	\$62,286.85
Civilian Crime Scene Investigator 1 - Year Two		31.4428	40	52	Bi-Weekly	\$65,401.02
Civilian Crime Scene Investigator 1 - Year Three		33.0150	40	52	Bi-Weekly	\$68,671.20
Civilian Crime Scene Investigator 2 - Year One		29.9456	40	52	Bi-Weekly	\$62,286.85
Civilian Crime Scene Investigator 2 - Year Two		31.4428	40	52	Bi-Weekly	\$65,401.02
Civilian Crime Scene Investigator 2 - Year Three		33.0150	40	52	Bi-Weekly	\$68,671.20
Civilian Criminal Intelligence Analyst (Overtime) - Year One		44.9184	1	52	Bi-Weekly	\$2,335.76
Civilian Criminal Intelligence Analyst (Overtime) - Year Two		47.1642	1	52	Bi-Weekly	\$2,452.54
Civilian Criminal Intelligence Analyst (Overtime) - Year Three		49.5225	1	52	Bi-Weekly	\$2,575.17
Civilian Crime Scene Investigator 1 (Overtime) - Year One		44.9184	1	52	Bi-Weekly	\$2,335.76
Civilian Crime Scene Investigator 1 (Overtime) - Year Two		47.1642	1	52	Bi-Weekly	\$2,452.54
Civilian Crime Scene Investigator 1 (Overtime) - Year Three		49.5225	1	52	Bi-Weekly	\$2,575.17
Civilian Crime Scene Investigator 2 (Overtime) - Year One		44.9184	1	52	Bi-Weekly	\$2,335.76
Civilian Crime Scene Investigator 2 (Overtime) - Year Two		47.1642	1	52	Bi-Weekly	\$2,452.54
Civilian Crime Scene Investigator 2 (Overtime) - Year Three		49.5225	1	52	Bi-Weekly	\$2,575.17
PERSONNEL TOTAL						\$611,168

2. Fringe Benefits-- Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

Title	First and Last name	Total annual salary or wages	Select fringe type	Enter rate of each fringe benefit as a percentage of salary or wages	% Time to Project	Cost
Civilian Criminal Intelligence Analyst - Year One		62,286.77	FICA	6.20%	100%	\$3,861.78
Civilian Criminal Intelligence Analyst - Year Two		65,401.11	FICA	6.20%	100%	\$4,054.87
Civilian Criminal Intelligence Analyst - Year Three		68,671.16	FICA	6.20%	100%	\$4,257.61
Civilian Crime Scene Investigator 1 - Year One		62,286.77	FICA	6.20%	100%	\$3,861.78
Civilian Crime Scene Investigator 1 - Year Two		65,401.11	FICA	6.20%	100%	\$4,054.87
Civilian Crime Scene Investigator 1 - Year Three		68,671.16	FICA	6.20%	100%	\$4,257.61
Civilian Crime Scene Investigator 2 - Year One		62,286.77	FICA	6.20%	100%	\$3,861.78
Civilian Crime Scene Investigator 2 - Year Two		65,401.11	FICA	6.20%	100%	\$4,054.87
Civilian Crime Scene Investigator 2 - Year Three		68,671.16	FICA	6.20%	100%	\$4,257.61
Civilian Criminal Intelligence Analyst - Year One		62,286.77	Unemployment Insurance	0.22%	100%	\$137.03
Civilian Criminal Intelligence Analyst - Year Two		65,401.11	Unemployment Insurance	0.22%	100%	\$143.88
Civilian Criminal Intelligence Analyst - Year Three		68,671.16	Unemployment Insurance	0.22%	100%	\$151.08
Civilian Crime Scene Investigator 1 - Year One		62,286.77	Unemployment Insurance	0.22%	100%	\$137.03
Civilian Crime Scene Investigator 1 - Year Two		65,401.11	Unemployment Insurance	0.22%	100%	\$143.88
Civilian Crime Scene Investigator 1 - Year Three		68,671.16	Unemployment Insurance	0.22%	100%	\$151.08
Civilian Crime Scene Investigator 2 - Year One		62,286.77	Unemployment Insurance	0.22%	100%	\$137.03
Civilian Crime Scene Investigator 2 - Year Two		65,401.11	Unemployment Insurance	0.22%	100%	\$143.88
Civilian Crime Scene Investigator 2 - Year Three		68,671.16	Unemployment Insurance	0.22%	100%	\$151.08
Civilian Criminal Intelligence Analyst - Year One		62,286.77	Retirement	22.00%	100%	\$13,703.09
Civilian Criminal Intelligence Analyst - Year Two		65,401.11	Retirement	22.00%	100%	\$14,388.24
Civilian Criminal Intelligence Analyst - Year Three		68,671.16	Retirement	22.00%	100%	\$15,107.66
Civilian Crime Scene Investigator 1 - Year One		62,286.77	Retirement	22.00%	100%	\$13,703.09
Civilian Crime Scene Investigator 1 - Year Two		65,401.11	Retirement	22.00%	100%	\$14,388.24
Civilian Crime Scene Investigator 1 - Year Three		68,671.16	Retirement	22.00%	100%	\$15,107.66
Civilian Crime Scene Investigator 2 - Year One		62,286.77	Retirement	22.00%	100%	\$13,703.09
Civilian Crime Scene Investigator 2 - Year Two		65,401.11	Retirement	22.00%	100%	\$14,388.24
Civilian Crime Scene Investigator 2 - Year Three		68,671.16	Retirement	22.00%	100%	\$15,107.66
Civilian Criminal Intelligence Analyst - Year One		62,286.77	Insurance	14.00%	100%	\$8,720.15
Civilian Criminal Intelligence Analyst - Year Two		65,401.11	Insurance	14.00%	100%	\$9,156.16
Civilian Criminal Intelligence Analyst - Year Three		68,671.16	Insurance	14.00%	100%	\$9,613.96
Civilian Crime Scene Investigator 1 - Year One		62,286.77	Insurance	14.00%	100%	\$8,720.15
Civilian Crime Scene Investigator 1 - Year Two		65,401.11	Insurance	14.00%	100%	\$9,156.16
Civilian Crime Scene Investigator 1 - Year Three		68,671.16	Insurance	14.00%	100%	\$9,613.96
Civilian Crime Scene Investigator 2 - Year One		62,286.77	Insurance	14.00%	100%	\$8,720.15
Civilian Crime Scene Investigator 2 - Year Two		65,401.11	Insurance	14.00%	100%	\$9,156.16
Civilian Crime Scene Investigator 2 - Year Three		68,671.16	Insurance	14.00%	100%	\$9,613.96
Civilian Criminal Intelligence Analyst (Overtime) - Year One		2,335.76	FICA	6.20%	100%	\$144.82
Civilian Criminal Intelligence Analyst (Overtime) - Year Two		2,452.54	FICA	6.20%	100%	\$152.06
Civilian Criminal Intelligence Analyst (Overtime) - Year Three		2,575.17	FICA	6.20%	100%	\$159.66
Civilian Crime Scene Investigator 1 (Overtime) - Year One		2,335.76	FICA	6.20%	100%	\$144.82
Civilian Crime Scene Investigator 1 (Overtime) - Year Two		2,452.54	FICA	6.20%	100%	\$152.06
Civilian Crime Scene Investigator 1 (Overtime) - Year Three		2,575.17	FICA	6.20%	100%	\$159.66
Civilian Crime Scene Investigator 2 (Overtime) - Year One		2,335.76	FICA	6.20%	100%	\$144.82
Civilian Crime Scene Investigator 2 (Overtime) - Year Two		2,452.54	FICA	6.20%	100%	\$152.06
Civilian Crime Scene Investigator 2 (Overtime) - Year Three		2,575.17	FICA	6.20%	100%	\$159.66
FRINGE TOTAL						\$251,256.12

PERSONNEL GRAND TOTAL \$862,424

3. Travel-- Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at \$X airfare, \$X lodging, \$X meals/ incidentals). If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs. Please note that the maximum reimbursement rate is \$0.585 per mile, but if your agency's reimbursement rate is lower you must use that rate instead.

Trainings and Conferences		**All trainings and conferences must be pre-approved by OPB and must include an agenda submitted to your OPB Program Specialist.					
Purpose of Travel	Amount	Item	Cost	# Individuals	# Nights/Days	# Trips	Cost
							\$0.00

[illegible]

Mileage					
Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
			TRAVEL TOTAL		\$0.00

4. Equipment— List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

[illegible]

5. Supplies— List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and ABC Company for Vendor. Leave "define unit" blank if not applicable.

[illegible]

[illegible]

Construction-Please list approved constructions costs under Contracts/Consultants/Subawards. Where equipment and supplies will be purchased for approved construction activity, please place them under the appropriate equipment or supply category and include your justification.

6. Contracts/Consultants/Subawards: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000. Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (e.g., 1 hour of therapy).

[illegible]

7. Other-- List items by type (e.g. rent, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services. Show budget calculation.

Item	Cost per unit	# of Units	% Charged to Grant	Vendor	Cost
Drug/Physical Exam	\$188.00	3.00	100.00%	Caduceus	\$564.00
Psychological Exam	\$275.00	3.00	100.00%	Varies	\$825.00
Polygraph Exam	\$150.00	3.00	100.00%	Varies	\$450.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				OTHER TOTAL	\$1,839.00

Budget Summary—When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category	Amount
1. Personnel	\$611,168
2. Fringe Benefits	\$251,256
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contracts/Consultants	\$0
7. Other	\$1,839
TOTAL	\$864,263

Budget Narrative

Governor's Office of Planning and Budget

v4

BUDGET DETAIL WORKSHEET

Grantee Name:	The City of Sandy Springs
Grant ID:	Public Safety and Violent Crime Reduction Strategies - Equipment and Technology
Submitted By (Budget POC):	Caroline Galvin
Contact:	Caroline Galvin
Grant Program:	The City of Sandy Springs' Violent Crime Reduction Team - Equipment and Technology
Program Area:	Equipment and Technology
Budget Year:	FY2023-FY2026

This Budget Detail Worksheet is used to verify all Payment Requests (PA) and to determine whether costs are allowable for reimbursement. All required information must be present in the budget narrative, regardless of format.

Federal Uniform Guidance rules are applicable.

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1. Personnel-- List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar program activities.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
					PERSONNEL TOTAL	\$0

2. Fringe Benefits-- Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

[illegible]**PERSONNEL GRAND TOTAL**

3. Travel-- Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at \$X airfare, \$X lodging, \$X meals/ incidentals). **If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs.** Please note that the maximum reimbursement rate is \$0.585 per mile, but if your agency's reimbursement rate is lower you must use that rate instead.

[illegible][illegible]

					\$0.00
				TRAVEL TOTAL	\$0.00

4. Equipment-- List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost
Charge and Shield Evidence Cabinet	\$5,200.00	2.00	MOS Equipment	\$10,400.00
Accurint Virtual Crime Center (includes 1st year of license fees)	\$23,734.38	1.00	LexisNexis	\$23,734.38
PSVGR-LE STAFFING-Crime Scene Investigator Equipment:				\$0.00
Digital Forensic Workstation	\$20,000.00	2.00	Sumuri	\$40,000.00
Digital Evidence Storage Server	\$12,000.00	1.00	Sumuri	\$12,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
EQUIPMENT TOTAL				\$86,134.38

5. Supplies-- List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and ABC Company for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	# Units	Vendor	Cost
PSVGR-LE STAFFING-Criminal Intelligence Analyst Supplies:				\$0.00
New Hire Equipment - Laptop Computer (Analyst)	\$4,000.00	1	Dell	\$4,000.00
New Hire Equipment - Laptop Docking Station (Analyst)	\$250.00	1	Dell	\$250.00
New Hire Equipment - Laptop Power Adapter (Analyst)	\$65.00	1	Dell	\$65.00
New Hire Equipment - Computer Monitors (Analyst)	\$200.00	3	Dell	\$600.00
Uniform - Tru-Spec Pants (Analyst)	\$50.00	2	Galls	\$100.00
Uniform - Vertx Polo Shirts (Analyst)	\$60.00	2	Galls	\$120.00
Uniform - Boots (Analyst)	\$150.00	1	Galls	\$150.00
New Hire Equipment - Cellphone (Analyst)	\$30.00	1	Verizon	\$30.00
New Hire Equipment - Cellphone Case (Analyst)	\$50.00	1	Otterbox	\$50.00
PSVGR-LE STAFFING-Crime Scene Investigator (CSI) Supplies:				
Uniform - Tru-Spec Pants (CSIs)	\$50.00	4	Galls	\$200.00
Uniform - Vertx Polo Shirts (CSIs)	\$60.00	4	Galls	\$240.00
Uniform - Boots (CSIs)	\$150.00	2	Galls	\$300.00
New Hire Equipment - Cellphone (CSIs)	\$30.00	2	Verizon	\$60.00
New Hire Equipment - Cellphone Case (CSIs)	\$50.00	2	Otterbox	\$100.00
New Hire Equipment - Forensic Laptop	\$4,050.00	2	Sumari	\$8,100.00
New Hire Equipment - Nikon Z 6II Mirrorless Digital Camera Bundle	\$2,900.00	2	Amazon	\$5,800.00
New Hire Equipment - Vanguard Alta Pro Aluminum Tripod	\$190.00	2	Amazon	\$380.00
New Hire Equipment - Nikon EN-EL 15c Rechargeable Lithium-Ion Battery (2 pack)	\$130.00	2	Amazon	\$260.00
New Hire Equipment - Sandisk 64GB Extreme Pro SD cards	\$16.00	6	Amazon	\$96.00
New Hire Equipment - Lowepro ProTactic 450 AW Backpack	\$245.00	2	Amazon	\$490.00
New Hire Equipment - Nikon Camera Flash	\$600.00	2	Amazon	\$1,200.00
New Hire Equipment - External Hard Drive carrying case	\$10.00	4	Amazon	\$40.00
New Hire Equipment - Western Digital Portable Hard Drive	\$130.00	4	Amazon	\$520.00
New Hire Equipment - Logitech Portable mouse and keyboard	\$60.00	2	Amazon	\$120.00
New Hire Equipment - ASUS Portable Monitor	\$215.00	2	Amazon	\$430.00
New Hire Equipment - iFixit Pro Tech Toolkit	\$80.00	2	Amazon	\$160.00
New Hire Equipment - Sirchi Lighting Kit	\$1,600.00	2	Sirchie	\$3,200.00
New Hire Equipment - Mark-n-Doc ID Tent 1-20 Placards	\$55.00	2	Sirchie	\$110.00

New Hire Equipment - Mark-n-Doc ID Tent 21-40 Placards	\$55.00	2	Sirchie	\$110.00
New Hire Equipment - Mark-n-Doc ID Tent 41-60 Placards	\$55.00	2	Sirchie	\$110.00
New Hire Equipment - Mesh CSI Vest	\$260.00	2	The Vest Guy	\$520.00
New Hire Equipment - Rigid Pro Crate	\$40.00	2	Home Depot	\$80.00
New Hire Equipment - Rigid Pro Gear Tool Box	\$180.00	2	Home Depot	\$360.00
SUPPLY TOTAL				\$28,351.00

Construction-Please list approved contructions costs under Contracts/Consultants/Subawards. Where equipment and supplies will be purchased for approved construction activity, please place them under the appropriate equipment or supply category and include your justification.

6. Contracts/Consultants/Subawards: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000. Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (eg., 1 hour of therapy).

ISOSMARTCITY	AXIS 40x Zoom PTZ Camera POD - The AXIS Q6075-E Color at Night PTZ Camera	\$4,148	Per Unit	35.00	\$145,192.60
ISOSMARTCITY	Power Make Ready on Utility Pole (Gov. Agency Only) Agency Client to facilitate attachment permit. Service Includes: Conduit, Conductors, standard power disconnect (Upgraded Disconnect avail.) and installation accoring to Utility Company specifications.	\$375.00	Per Unit	35.00	\$13,125.00
ISOSMARTCITY	LTE Cellular Router KIT	\$995.26	Per Unit	35.00	\$34,834.10
ISOSMARTCITY	Value Added Partner Custom Pole Installation	\$350	Per Unit	35.00	\$12,250.00
ISOSMARTCITY	License fee for camera connections	\$250.00	Per Unit	35.00	\$8,750.00
ISOSMARTCITY	Annual SMA Service Maintenance Agreement - Year 1	\$360.00	Per Unit Per Year	35.00	\$12,600.00
ISOSMARTCITY	Annual SMA Service Maintenance Agreement - Year 2	\$360.00	Per Unit Per Year	35.00	\$12,600.00
ISOSMARTCITY	Annual SMA Service Maintenance Agreement - Year 3	\$360.00	Per Unit Per Year	35.00	\$12,600.00
ISOSMARTCITY	Server	\$35,000.00	Per Unit	1.00	\$35,000.00
Flock	License Plate Reader (LPR) (includes 1st year of license fees)	\$2,500.00	Per Unit Per Year	20.00	\$50,000.00
Flock	LPR install fee	\$350.00	Per Unit	20.00	\$7,000.00
					\$0.00
					\$0.00
C/C/S TOTAL					\$343,951.70

7. Other-- List items by type (e.g. rent, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services. Show budget calculation.

Item	Cost per unit	# of Units	% Charged to Grant	Vendor	Cost
Accurint Virtual Crime Center Annual Fee - Year Two	\$27,125.00	1.00	100.00%	LexisNexis	\$27,125.00
Accurint Virtual Crime Center Annual Fee - Year Three	\$28,210.00	1.00	100.00%	LexisNexis	\$28,210.00
LPR Annual Fee per Camera - Year Two	\$2,500.00	20.00	100.00%	Flock	\$50,000.00
LPR Annual Fee per Camera - Year Three	\$2,500.00	20.00	100.00%	Flock	\$50,000.00
Cellular Service for PTZ Cameras - Year 1	\$455.88	35.00	100.00%	Verizon	\$15,955.80
Cellular Service for PTZ Cameras - Year 2	\$455.88	35.00	100.00%	Verizon	\$15,955.80
Cellular Service for PTZ Cameras - Year 3	\$455.88	35.00	100.00%	Verizon	\$15,955.80
PSVGR-LE STAFFING-Criminal Intelligence Analyst Services:					
Cellphone Service for (1) Personnel (Analyst Year 1)	\$39.99	12.00	100.00%	Verizon	\$479.88
Cellphone Service for (1) Personnel (Analyst Year 2)	\$39.99	12.00	100.00%	Verizon	\$479.88
Cellphone Service for (1) Personnel (Analyst Year 3)	\$39.99	12.00	100.00%	Verizon	\$479.88
Laptop Computer Data Line for (1) Personnel (Analyst Year 1)	\$37.99	12.00	100.00%	Verizon	\$455.88
Laptop Computer Data Line for (1) Personnel (Analyst Year 2)	\$37.99	12.00	100.00%	Verizon	\$455.88
Laptop Computer Data Line for (1) Personnel (Analyst Year 3)	\$37.99	12.00	100.00%	Verizon	\$455.88
PSVGR-LE STAFFING-Crime Scene Investigator (CSI) Licenses/Services:					
Cellphone Service for (2) Personnel (CSIs Year 1)	\$79.98	12.00	100.00%	Verizon	\$959.76
Cellphone Service for (2) Personnel (CSIs Year 2)	\$79.98	12.00	100.00%	Verizon	\$959.76
Cellphone Service for (2) Personnel (CSIs Year 3)	\$79.98	12.00	100.00%	Verizon	\$959.76

Mobile Forensic Fundamentals, Operator, and Physical Analyst Certification bundle - Registration Fee	\$4,700.00	2.00	100.00%	Cellebrite	\$9,400.00
Cellebrite UFED 4PC Ultimate Subscription - Year One	\$4,550.00	2.00	100.00%	Cellebrite	\$9,100.00
Cellebrite UFED 4PC Ultimate Subscription - Year Two	\$4,550.00	2.00	100.00%	Cellebrite	\$9,100.00
Cellebrite UFED 4PC Ultimate Subscription - Year Three	\$4,550.00	2.00	100.00%	Cellebrite	\$9,100.00
Axon Investigate Annual License Fee - Year Two	\$3,000.00	1.00	100.00%	Axon	\$3,000.00
Axon Investigate Annual License Fee - Year Three	\$3,000.00	1.00	100.00%	Axon	\$3,000.00
SMS Magnet Axiom Computer Forensic Annual Software License - Year One	\$2,480.00	1.00	100.00%	Magnet Axiom	\$2,480.00
SMS Magnet Axiom Computer Forensic Annual Software License - Year Two	\$2,480.00	1.00	100.00%	Magnet Axiom	\$2,480.00
SMS Magnet Axiom Computer Forensic Annual Software License - Year Three	\$2,480.00	2.00	100.00%	Magnet Axiom	\$4,960.00
Axiom Cloud Computer Forensic Annual Software License - Year One	\$1,900.00	1.00	100.00%	Magnet Axiom	\$1,900.00
Axiom Cloud Computer Forensic Annual Software License - Year Two	\$1,900.00	1.00	100.00%	Magnet Axiom	\$1,900.00
Axiom Cloud Computer Forensic Annual Software License - Year Three	\$1,900.00	2.00	100.00%	Magnet Axiom	\$3,800.00
Magnet Forensics Training Annual Pass (TAP) - Year Three	\$6,495.00	2.00	100.00%	Magnet Axiom	\$12,990.00
FARO Laser Scanner 5 Day on site training	\$11,440.00	1.00	100.00%	FARO	\$11,440.00
					\$0.00
					\$0.00
				OTHER TOTAL	\$293,538.96

Budget Summary--When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category	Amount
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$86,134
5. Supplies	\$28,351
7. Other	\$293,539
TOTAL	\$751,976

AMERICAN RESCUE PLAN ACT
PUBLIC SAFETY AND COMMUNITY
VIOLENCE REDUCTION
GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

The City of Sandy Springs' Violent Crime Reduction Team

About This Document

This agreement (the "Grant Agreement" or "Agreement") is entered into between the Governor's Office of Planning and Budget ("OPB") on behalf of the State of Georgia (the "State") and the undersigned grantee ("Grantee") (hereinafter collectively referred to as the "Parties"). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, The City of Sandy Springs from the State of Georgia's allocation of funds from the State Fiscal Recovery Fund ("SFRF") established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as "Grant"). The Grantee's official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, (the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the public safety and community violence reduction project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned
The City of Sandy Springs
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to reasonable expenses incurred to fund the completion of the public safety and community violence reduction Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance ("funding announcement") to the Grantee through Grantee's representative listed in "Exhibit A" attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier ("Performance Period"). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through Georgia Grants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period. If Grantee is a State agency, Grantee shall not request additional funds from the State Budget for the continuation of the Grant Project after the Performance Period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the public safety and community violence reduction Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement

is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME
ADDRESS
EMAIL
PHONE

If to OPB:

Governor's Office of Planning and Budget
2 Capitol Square SW
Atlanta
Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section

6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 [Reserved]

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room 1-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

² [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt 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 any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$869,675.40 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

First Name:

Last Name: _____

Title:

Email:

Phone:

2. Authorized User Two (Optional)

First Name:

Last Name: _____

Title:

Email:

Phone:

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall 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. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall 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 and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), 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 the 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. § 290dd-3 and 290ee-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 this grant.
6. Shall 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 sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall 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 Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (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 (Clear 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. Shall 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. Shall 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), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall 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 residential structures.
20. Will comply with the requirements of Section 106(9) 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 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.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall 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."

23. Shall 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.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility
Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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;

- (c) 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 (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
- (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1

ADDRESS 2

CITY

STATE

ZIP

ZIP+4

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I
am the Executive Assistant
of The City of Sandy Springs
Unique Entity Identifier

(Print Name),
(Title)
("Grantee")
and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

SIGNATURE PAGE

AMERICAN RESCUE PLAN ACT
PUBLIC SAFETY AND COMMUNITY
VIOLENCE REDUCTION
GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

The City of Sandy Springs' Violent Crime Reduction Team

About This Document

This agreement (the "Grant Agreement" or "Agreement") is entered into between the Governor's Office of Planning and Budget ("OPB") on behalf of the State of Georgia (the "State") and the undersigned grantee ("Grantee") (hereinafter collectively referred to as the "Parties"). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, The City of Sandy Springs from the State of Georgia's allocation of funds from the State Fiscal Recovery Fund ("SFRF") established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as "Grant"). The Grantee's official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, (the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the public safety and community violence reduction project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned
The City of Sandy Springs
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to reasonable expenses incurred to fund the completion of the public safety and community violence reduction Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance ("funding announcement") to the Grantee through Grantee's representative listed in "Exhibit A" attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier ("Performance Period"). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through Georgia Grants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period. If Grantee is a State agency, Grantee shall not request additional funds from the State Budget for the continuation of the Grant Project after the Performance Period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the public safety and community violence reduction Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement

is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME
ADDRESS
EMAIL
PHONE

If to OPB:

Governor's Office of Planning and Budget
2 Capitol Square SW
Atlanta
Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section

6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 [Reserved]

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room 1-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

² [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt 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 any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$752,514.40 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

First Name:

Last Name:

Title:

Email:

Phone:

2. Authorized User Two (Optional)

First Name:

Last Name:

Title:

Email:

Phone:

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall 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. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall 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 and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), 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 the 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. § 290dd-3 and 290ee-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 this grant.
6. Shall 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 sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall 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 Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (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 (Clear 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. Shall 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. Shall 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), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall 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 residential structures.
20. Will comply with the requirements of Section 106(9) 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 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.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall 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."

23. Shall 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.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title: Executive Assistant

Date:

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility
Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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;

- (c) 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 (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
- (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1

ADDRESS 2

CITY

STATE

ZIP

ZIP+4

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title: Executive Assistant

Date:

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I,
am the Executive Assistant
of The City of Sandy Springs
Unique Entity Identifier

(Print Name),
(Title)
("Grantee")
and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title: Executive Assistant

Date:

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title: Executive Assistant

Date:

SIGNATURE PAGE



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Craig Chandler, Deputy Chief of Police

DATE: July 3, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of an Intergovernmental Agreement for the Housing of Prison Inmates with the Pickens County Sheriff's Office

Recommendation:

We recommend approval.

Background:

The City of Sandy Springs does not have its own jail facility for the holding of people sentenced to jail terms by the Sandy Springs Municipal Court. Because of this, the City has maintained an intergovernmental agreement (IGA) with other law enforcement agencies over the years that are able to provide housing for prison inmates. The City has held an IGA with the Pickens County Sheriff's Office for the holding of prison inmates since 2015.

Discussion:

The Pickens County Sheriff's Office can provide housing for prison inmates at a lower cost than other options located closer to the City of Sandy Springs. The Pickens County Sheriff's Office has worked well with the Sandy Springs Police and Municipal Court since 2015 to ensure proper inmate care and administration. Due to the Pickens County Sheriff's Office being a significant distance away, it is not the best choice for processing arrestees from the city, but it does provide an appropriate jail location for those people that are under sentence.

Financial Impact:

The Pickens County Sheriff's Office has requested a price increase from \$45 per head per day to \$55 per head per day. This increase is to offset the impact of higher costs to run and maintain a detention facility as well as increased costs associated with staffing a detention facility. While this cost is higher than before, it is still the lowest-cost detention facility available to the City of Sandy Springs. SSPD believes that we can balance the use of the two jail facilities we are currently using to manage our budgeted dollars for inmate housing FY2024.

Alternatives:

The Fulton County Sheriff's Office currently provides municipal jail services out of the Alpharetta Jail Annex. This cost is currently \$60 per head per day plus the City of Sandy Springs would be required to participate in paying a portion of the monthly operating and maintenance expenses of the Alpharetta Jail Annex to the City of Alpharetta. This is not a preferred choice for the Sandy Springs Police or Municipal Court due to numerous historical coordination and performance issues. Should the Mayor and Council choose not to approve, please provide additional guidance to staff.

Review:

Craig Chandler, Deputy Chief of Police
Kenneth DeSimone, Police Chief
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/6/2023
Approved - 7/7/2023
Approved - 7/10/2023
Approved - 7/13/2023
Final Approval - 7/14/2023

Attachments:

1. Pickens Jail IGA 070323
2. Resolution PICKENS IGA

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF SANDY SPRINGS AND THE PICKENS COUNTY SHERIFF'S OFFICE

This Intergovernmental Agreement ("Agreement"), effective the _____ day of _____ 20____ ("Effective Date"), is entered into by and between the City of Sandy Springs Georgia, a municipal corporation of the State of Georgia, for its Police Department and Municipal Court ("Sandy Springs") and the Pickens Sheriff's Office, for the placement of Inmates in the Pickens Adult Detention Center in Pickens County, Georgia.

WITNESSETH:

ARTICLE I Purpose

A. Purpose: The purpose of this Agreement is to establish an agreement between Sandy Springs, hereinafter the "Confining Jurisdiction", and Donnie Craig in his capacity as Sheriff of Pickens County, hereinafter the "Pickens Sheriff's Office", for the detention and care of adult persons incarcerated under the authority of the Confining Jurisdiction at the Pickens Adult Detention Center, hereinafter the "Jail Facility". The term "Parties" is used in this Agreement to refer jointly to the Pickens Sheriff's Office and Sandy Springs.

B. Responsibilities: This Agreement sets forth the responsibilities of the Pickens Sheriff's Office and the Confining Jurisdiction. The Agreement states the services the Pickens Sheriff's Office shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

C. Guidance: The Parties will determine the Inmate Day rate annually on or before the anniversary of this Agreement. As of the execution of the Agreement, the Inmate Day rate shall be fifty-five dollars (\$55.00) plus medical expenses not covered by the contracted health care provider for the Pickens Sheriff's Office.

ARTICLE II General

A. Funding: The obligation of the Confining Jurisdiction to make payments to the Pickens Sheriff's Office is absolute during the Period of Performance, as defined in ARTICLE VII. The Confining Jurisdiction will neither present Inmates to the Pickens Sheriff's Office nor direct performance of any other services until the Confining Jurisdiction has the appropriate funding.

B. Consistent with Law: Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

Definitions: As used throughout this Agreement, the following terms shall have the meanings set forth below:

1. **“Confining Jurisdiction”** means the City of Sandy Springs, Georgia.
2. **“Effective Date”** means the date set forth in the recitals of this Agreement.
3. **“Emergency Medical”** means medical care and services provided Inmates outside the Jail, including the transportation and security for the Inmates
4. **“Inmate”** means a person detained in the Jail Facility by reason of being charged with or convicted of a municipal offense or any offense over which the Municipal Court of the Confining Jurisdiction has jurisdiction.
5. **“Inmate Day”** means all or any part of one (1) calendar day beginning at 12:00 midnight and ending at 11:59 pm.
6. **“Jail Facility”** means the Pickens County Adult Detention Center located at 2985 Camp Road, Jasper, Georgia 30143.
7. **“Municipal Court”** means the court established by the Confining Jurisdiction’s ordinances and over such other matters as are by general law made subject to the jurisdiction or municipal courts.
8. **“On-site Medical”** means the same medical care and services provided at the Jail for Inmates detained by the Pickens Sheriff’s Office.
9. **“Pickens Sheriff’s Office”** means Donnie Craig in his capacity as Sheriff of Pickens County, Georgia
10. **“Special Medical Supplies”** means those supplies and drugs required for Inmates with epilepsy, diabetes or other special medical problems.
11. **“Standard Medical Supplies”** includes aspirin, Band-Aids and similar materials (non-prescription) found in a standard first aid kit.

ARTICLE III Covered Services

A. Bed Space: The Pickens Sheriff’s Office shall provide adult male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual Inmate Days, as defined in this Agreement.

B. Basic Needs: The Pickens Sheriff’s Office shall provide adult detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Pickens Sheriff’s Office shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the Pickens Sheriff’s Office routinely affords to other inmates.

C. Adult Detainees: If the Pickens Sheriff’s Office determines that the Confining Jurisdiction has delivered a person for custody who is either under the age of eighteen (18) OR subject to the jurisdiction of the Juvenile Justice System, the Pickens Sheriff’s Office shall not house that person with adult detainees and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove such person within eight (8) hours of being notified by the Pickens Sheriff’s Office.

D. Sentenced Detainees: The Pickens Sheriff's Office shall accept Inmates that have been sentenced of a misdemeanor crime and/or a county/city ordinance. The Pickens Sheriff's Office will not accept felony sentenced Inmates.

E. Unit of Service and Financial Liability: The unit of service will be "Inmate Day" (one person per day) meaning all or any part of one (1) calendar day beginning at 12:00 midnight and ending at 11:59pm. The Inmate Day begins on the date of arrival.

F. Inmate Transportation: Transportation of Inmates to and from the Jail Facility is the responsibility of the Confining Jurisdiction.

G. Interpretive Services: The Pickens Sheriff's Office shall make special provisions for non-English speaking, handicapped, or illiterate Inmates. The Confining Jurisdiction will reimburse the Pickens Sheriff's Office for those costs. The Pickens Sheriff's Office shall provide all instructions verbally (in English or the Inmate's native language as appropriate) to Inmates who cannot read. The Pickens Sheriff's Office shall include the amount that the Pickens Sheriff's Office paid for such services on its regular monthly invoice.

ARTICLE IV Receiving and Discharging Inmates

A. Required Activity: The Pickens Sheriff's Office shall receive and discharge Inmates only from and to property identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The Pickens Sheriff's Office shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. The Confining Jurisdiction shall furnish the Pickens Sheriff's Office with reasonable notice of receiving or discharging Inmates. The Pickens Sheriff's Office shall ensure positive identification and recording of Inmates and Confining Jurisdiction personnel. The Pickens Sheriff's Office shall not permit medical or emergency discharges except through coordination with the Municipal Court of the Confining Jurisdiction. The Pickens Sheriff's Office agrees to release Inmates as designated by the Municipal Court of the Confining Jurisdiction on a time served basis. The Confining Jurisdiction agrees that the Pickens Sheriff's Office retains the right to award earned time allowances in accordance with O.C.G.A. 42-4-7, up to and including one-half (1/2) of the period of confinement imposed.

B. Restricted Release of Inmates: The Pickens Sheriff's Office shall not release Confining Jurisdiction Inmates from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for medical, other emergency situations, production order, or in response to a writ of *habeas corpus*. If a Confining Jurisdiction Inmate is sought for federal, state, or local court proceedings, only the Confining Jurisdiction may authorize release of the Inmate for such purposes. The Pickens Sheriff's Office shall contact the Confining Jurisdiction immediately regarding any such requests.

C. Pickens Sheriff's Office Right of Refusal: The Pickens Sheriff's Office retains final and absolute right either to refuse acceptance, or request removal of any Inmate exhibiting violent or disruptive behavior, or of any Inmate found to have a medical condition that requires medical care beyond the scope of the Pickens Sheriff's Office's medical provider. In the case of an

Inmate already in custody, the Pickens Sheriff's Office shall notify the Municipal Court of the Confining Jurisdiction and request such removals and shall allow the Confining Jurisdiction reasonable time to make alternative arrangements for, and to remove, the Inmate. For purposes of this paragraph, "reasonable time" shall not exceed twenty-four (24) hours.

D. Emergency Evacuation: In the event of an emergency requiring evacuation of the Jail Facility, the Pickens Sheriff's Office shall evacuate the Confining Jurisdiction's Inmates in the same manner, and with the same safeguards, as it employs for all persons detained by the Pickens Sheriff's Office. The Pickens Sheriff's Office shall notify the Confining Jurisdiction within a reasonable time of such evacuation.

ARTICLE V Minimum Service Standards

The Pickens Sheriff's Office shall:

A. House the Confining Jurisdiction's Inmates in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.

B. Provide guard personnel to ensure that there is twenty-four (24) hour supervision of Inmates. The Pickens Sheriff's Office shall visually and physically check Inmates individual cells at least hourly. Segregate Inmates in custody by gender and by risk of violence to other Inmates.

C. Provide a mattress and appropriate bed linens.

D. Provide an initial hygiene kit (one (1) per Inmate). After the initial hygiene kit, each Inmate that is determined to be indigent will receive a kit every two (2) weeks. The Confining Jurisdiction will be billed for the additional indigent kits at a rate of \$5.00 per indigent kit per Inmate.

E. Provide a minimum of three (3) nutritionally balanced meals in each twenty-four (24) hour period for each inmate. There will be no more than fourteen (14) hours or fewer than four (4) hours between meals. The Pickens Sheriff's Office will provide a minimum of two (2) hot meals in this twenty-four (24) hour period. The Pickens Sheriff's Office will provide a sack lunch for each Inmate picked up by the Confining Jurisdiction for court proceedings. The Confining Jurisdiction will provide a minimum of a two (2) hour notice to the Pickens Sheriff's Office of the number of sack lunches needed, along with the Inmate(s) names who are being picked up.

F. Provide medical services as described in Article VI below.

G. Provide a mechanism for confidential communication between the Confining Jurisdiction's Inmates and the Confining Jurisdiction officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic, or written means, and shall ensure the confidentiality of the issue and the individual Inmate.

H. Afford the Confining Jurisdiction's Inmates, indigent or not, reasonable access to telephones for Contact with attorneys, the courts, and family members.

I. Afford each Confining Jurisdiction Inmate with reasonable access to legal materials for his or her case. The Confining Jurisdiction will provide the required materials. The Pickens Sheriff's Office will provide space to accommodate legal materials at no additional cost to the Confining Jurisdiction. (Note: The Confining Jurisdiction may waive this requirement where the average length of detention is thirty (30) days or less.)

J. Afford the Confining Jurisdiction's Inmates reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of *pro bono* organizations.

K. Provide the Confining Jurisdiction's Inmates with access to recreational programs and activities to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

ARTICLE VI Medical Services

A. Auspices of Health Authority: The Pickens Sheriff's Office shall provide the Confining Jurisdiction's Inmates with On-Site Medical care services. The Pickens Sheriff's Office shall ensure equipment, supplies, and materials are furnished to deliver health care on site.

B. Level of Professionalism: The Pickens Sheriff's Office shall ensure that all health care service providers utilized for the Confining Jurisdiction's Inmates hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Pickens Sheriff's Office shall contract appropriately trained health care professionals to provide health care and sick call coverage unless expressly stated otherwise in this Agreement.

C. Access to Health Care: The Pickens Sheriff's Office shall ensure that On-Site Medical and health care coverage as defined below is available for all the Confining Jurisdiction's Inmates at the Jail Facility, seven (7) days per week. The Pickens Sheriff's Office shall ensure that the Confining Jurisdiction's Inmates have access to submit medical and health complaints in writing and/or electronic media directly to the medical and health care staff. The Pickens Sheriff's Office shall furnish the Inmates instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph F.

D. On-Site Health Care: The Pickens Sheriff's Office shall furnish on-site health care under this Agreement. The Pickens Sheriff's Office shall ensure that the Confining Jurisdiction's Inmates receive no lower level of On-Site Medical care and services than those it provides to other Inmates. On-site health care services shall include initial medical screening within twenty-four (24) hours of arrival at the Jail Facility, sick call coverage, provision of medically necessary over-the-counter medications, treatment of minor injuries (e.g., lacerations, sprains, and contusions), treatment of special needs, and mental health assessments. In accordance with O.C.G.A. 42-4-71, a five dollar (\$5.00) fee will be assessed to each Inmate's commissary fund per Inmate-initiated medical visit. Inmates with chronic conditions shall receive prescribed treatment and

follow-up care. Costs for health care received off-site shall be borne by the Confining Jurisdiction. Routine On-Site Medical treatment and standard medical supplies are covered by the medical services provided under the contract with Pickens Sheriff's Office. To the extent that the Sheriff would be required to provide, and/or the Pickens Sheriff's Office would be required to pay for, Special Medical Supplies, Emergency Medical and follow-up care, and off-site health care, the Confining Jurisdiction shall be invoiced in addition to the Inmate Day rate.

E. Initial Medical Screening: Initial medical screening shall include, at a minimum, TB symptom screening, when indicated planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illness (mental and physical).

F. Unacceptable Medical Conditions: If the Pickens Sheriff's Office determines that a Confining Jurisdiction Inmate has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Pickens Sheriff's Office shall notify the Municipal Court of the Confining Jurisdiction. Upon such notification, the Pickens Sheriff's Office shall allow the Confining Jurisdiction reasonable time to make the proper arrangements for, and removal of, that Inmate. For purposes of this paragraph, "reasonable time" shall not exceed twenty-four (24) hours.

G. Emergency Medical Care: The Pickens Sheriff's Office shall furnish twenty-four (24) hour Emergency Medical care and emergency evacuation procedures. In an emergency, the Pickens Sheriff's Office shall obtain the medical treatment required to preserve the Inmate's health. The Pickens Sheriff's Office shall have access to an off-site Emergency Medical provider at all times. The Pickens Sheriff's Office shall notify the Confining Jurisdiction as soon as possible after Inmate receipt of such care. The Pickens Sheriff's Office will obtain pre-authorization from the Confining Jurisdiction for service(s) beyond the initial emergency situation.

H. Off-site Inmate Security: The Pickens Sheriff's Office shall, for no additional charge to the Confining Jurisdiction, provide Inmate security during the initial two (2) hours Inmates are admitted to an outside medical facility. The Confining Jurisdiction will be responsible for providing the Inmate security at the end of the initial two (2) hour period. The Pickens Sheriff's Office shall not, however, remove its Inmate security until the Confining Jurisdiction personnel relieve them. In the event that the Confining Jurisdiction is unable to provide off-site Inmate security, the Pickens Sheriff's Office may provide off-duty deputy(s) to provide security at a set rate of forty-five dollars (\$45) per hour. Off-site Inmate security shall be invoiced separately to the Confining Jurisdiction and payable as directed by the invoice.

ARTICLE VII Period of Performance

The initial term of this Agreement shall begin on the Effective Date and shall remain in effect until the _____ day of _____, 20_____, unless an emergency situation requires immediate relocation of Inmates, or the Parties agree to a shorter period under the procedures prescribed in Article IX. This Agreement shall be renewed automatically for additional one (1) year term unless either Party

provides written notice of termination to the other Party at least sixty (60) days prior to the end of the then current term.

ARTICLE VIII Inspection

A. Jail Agreement Inspection Report: The Pickens Sheriff's Office shall allow the Confining Jurisdiction to conduct inspections of the Jail Facility, as required, to ensure an acceptable level of service and acceptable conditions of confinement as determined by the Confining Jurisdiction. Notice to the Pickens Sheriff's Office is not required prior to an inspection. The Confining Jurisdiction will share findings of the inspection with the Pickens Sheriff's Office to promote improvements to Jail Facility operation, conditions of confinement, and level of service.

B. Possible Termination: If the Pickens Sheriff's Office fails to remedy deficient service the Confining Jurisdiction identifies through inspection, the Confining Jurisdiction may terminate this Agreement without regard to the provisions of Articles VII and IX.

C. Share Findings: The Pickens Sheriff's Office shall, upon request, provide the Confining Jurisdiction copies of any facility inspections.

ARTICLE IX Modifications and Disputes

A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other. A modification will be come part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the Pickens Sheriff's Office have approved the modification in writing.

B. Disputes: The Confining Jurisdiction and the authorized signatory of the Pickens Sheriff's Office are the Parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the Confining Jurisdiction and the authorized signatory of the Pickens Sheriff's Office.

ARTICLE X Adjusting the Inmate Day Rate

The confining Jurisdiction shall reimburse the Pickens Sheriff's Office at the Inmate Day rate provided in Article I of this document. The Parties may adjust that rate twelve (12) months after the date of signing, and every twelve (12) months thereafter. Such adjustments shall be effective on the first day of the month following execution of the modification.

ARTICLE XI Enrollment, Invoicing, and Payment

A. Invoicing: The Pickens Sheriff's Office shall submit an original itemized invoice containing the following information: the name and address of the Jail Facility; the name of each Confining

Jurisdiction Inmate, and his or her specific dates of detention; the total number of Inmate Days; the daily rate; the total Inmate Days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. A separate invoice, when applicable, shall be submitted containing the following information for off-site Inmate security: the name and address of the Jail Facility; the name and address of the off-site facility; the name of the Confining Jurisdiction Inmate, the specific dates of off-site security provided; the total number of off-site security hours; the total security hours multiplied by the hourly rate; the name, title, address, and phone number of the off-duty deputy who provided the off-site security; and the name, title, address, and phone number of the local official responsible for invoice preparation. Any invoice submitted by the Pickens Sheriff's Office for payment by the Confining Jurisdiction shall also provide such additional information and documentation as may be required by the Confining Jurisdiction's Finance Director. The Pickens Sheriff's Office shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

Agency: Attention: Address: Phone: Email:
City of Sandy Springs, Georgia, for the Police Department
Toni Carlisle, Finance Director
1 Galambos Way
Sandy Springs, Georgia 30328
770-730-5600
TCarlisle@sandyspringsga.gov

B. Payment: The Confining Jurisdiction will remit funds to the Pickens Sheriff's Office on or before thirty (30) calendar days after the Pickens Sheriff's Office submits a complete and compliant invoice. The date the Pickens Sheriff's Office actually receives the funds shall constitute the payment date. The Confining Jurisdiction shall pay interest on overdue payments to the Pickens Sheriff's Office at the rate of one percent (1%) per month or any fraction thereof.

ARTICLE XII Hold Harmless and Indemnification Provisions

A. Pickens Sheriff's Office Hold Harmless: The Confining Jurisdiction shall save and hold the Pickens Sheriff's Office harmless, and indemnify the Pickens Sheriff's Office against any and all liability claims and costs of whatever kind and nature, for injury to or death of a any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or personnel. This hold harmless and indemnity provision shall not act as or otherwise constitute a waiver of sovereign immunity, official immunity or qualified immunity that may otherwise be applicable in the defense of any claims maintained against the Confining Jurisdiction.

B. Confining Jurisdiction Hold Harmless: The Pickens Sheriff's Office shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury or to death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of Pickens Sheriff's Office deputies or employees. This hold harmless and indemnity provision shall not act as or otherwise constitute a waiver of sovereign immunity, official immunity or qualified immunity that may otherwise be applicable in the defense of any claims maintained against the Pickens Sheriff's Office.

C. Defense of Suit: The Pickens Sheriff's Office will defend actions brought by Inmates where the primary allegation of the litigation is an act of the Pickens Sheriff's Office or its employees. The Confining Jurisdiction shall defend all other legal actions brought by Confining Jurisdiction Inmates.

D. Recovery Against Third Parties: Neither Party shall do anything to prejudice the other Party's right to recover against third parties for any loss, destruction of, or damage to property. Both Parties agree to furnish all reasonable assistance and cooperation to the other in the event of litigation, including assistance in the prosecution of the lawsuit and execution of instruments of assignment in favor of the Party seeking to obtain recovery.

ARTICLE XIII Financial Records

A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Pickens Sheriff's Office for at least three (3) years for the purpose of examination and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records will be retained until completion of the action and resolution of all issues that arise from it or until the end of the regular three (3) year period, whichever is later.

B. Access to Records: The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the Pickens Sheriff's Office.

ARTICLE XIV Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals on the day and year first above written.

BY THE SHERIFF OF PICKENS COUNTY, GEORGIA,

this _____ day of _____, 20____.

Donald E. Craig, Sheriff

(SEAL)

BY THE MAYOR OF SANDY SPRINGS, GEORGIA

this _____ day of _____, 20____.

Rusty Paul, Mayor

Attest:

City Clerk

(SEAL)

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BY
AND BETWEEN THE CITY OF SANDY SPRINGS AND THE PICKENS COUNTY
SHERIFF'S OFFICE FOR THE HOUSING OF INMATES**

WHEREAS, the City of Sandy Springs ("Sandy Springs") has a municipal court system and convictions for violations of laws occurring within Sandy Springs can result in incarceration; and

WHEREAS, Sandy Springs has contracted with other jurisdictions for the housing of inmates who have been placed in custody by the Sandy Springs Police Department; and

WHEREAS, Sandy Springs is in need of additional facilities for incarceration of its inmates; and

WHEREAS, Sandy Springs desires to house certain of its inmates in the Smyrna City Jail facility; and

WHEREAS, the Pickens County Sheriff's Office is willing to house Sandy Springs inmates subject to the terms and conditions of the attached "Intergovernmental Agreement by and between the City of Sandy Springs, and the Pickens County Sheriff's Office" (the "Agreement"); and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, the City of Sandy Springs and the Pickens County Sheriff's Office are authorized to enter into the Agreement.

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

1. The Agreement between the City of Sandy Springs and the Pickens County Sheriff's Office is hereby approved;
2. The Mayor is hereby authorized to execute the Agreement in substantially the form attached hereto;
3. The City Manager and the City Attorney are hereby authorized to make such minor revisions to the Agreement as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 18th day of July, 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: Craig Chandler, Deputy Chief of Police

DATE: June 30, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of an Intergovernmental Agreement for the Housing of Prison Inmates with the City of Smyrna

Recommendation:

We recommend approval.

Background:

The City of Sandy Springs does not have its own jail facility for holding arrested or under-sentenced persons. Because of this, the City has maintained an intergovernmental agreement (IGA) with other law enforcement agencies over the years that were able to provide housing for prison inmates for the Police Department and Court Services. The City of Smyrna Police Department runs its own jail and has been the primary provider of this service to the Sandy Springs Police and Municipal Court Services since 2018.

Discussion:

The City of Smyrna and its Police Department have offered to continue inmate housing for the City of Sandy Springs Police and Court Services under a new IGA that does include an increased cost. The increase in cost is associated with a general increase in the cost of providing jail services as well as the impact of costs associated with hiring and retaining qualified jail staff. These are similar issues that all detention and law enforcement agencies are experiencing throughout the country. Many municipal police agencies have closed their jails over the last ten years due to costs and liability.

Financial Impact:

Currently, we are paying \$50 per person per day for the Smyrna Jail to hold prisoners. This may be a person recently arrested on a city ordinance/traffic violation pending bond or a person currently serving a sentence issued by the Sandy Springs Municipal Court. Smyrna is requiring a 40% price increase to \$70 per head per day to cover their increased costs due to staffing and general costs to run and maintain a prison facility. If we continue to use the Smyrna Jail as our primary arrest and detention facility, there will be an estimated \$194,100 increase in the overall cost for this next budget year. However, we have held an IGA with the Pickens County Sheriff's office for holding under-sentenced persons. While this facility is too far away for processing arrested persons, it has been used for holding long-term (more than 30 days) under-sentenced persons for several years. By using Smyrna Jail for arrests and short-term detention (less than 5 days) and using the Pickens County Jail for the remainder of those under sentence, we can balance the overall increase in costs.

Alternatives:

The Fulton County Sheriff's Office currently provides municipal jail services out of the Alpharetta Jail Annex. This cost is currently at \$60 per head per day plus Sandy Springs would be required to participate in paying a portion of the monthly operating and maintenance expenses of the Alpharetta Jail Annex to the City of Alpharetta. This is not a preferred choice for the Sandy Springs Police or City Court due to numerous historical coordination and performance issues. The only other option would be to release any person arrested on a City Ordinance charge or traffic violation on a citation. Should the Mayor and Council choose not to approve, staff requests additional guidance from Council.

Review:

Raquel Gonzalez, City Clerk
Craig Chandler, Deputy Chief of Police
Kenneth DeSimone, Police Chief
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/6/2023
Approved - 7/6/2023
Approved - 7/7/2023
Approved - 7/10/2023
Approved - 7/13/2023
Final Approval - 7/14/2023

Attachments:

1. Resolution SMYRNA JAIL IGA
2. Sandy Springs MOU Smyrna Jail

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF SMYRNA FOR THE
HOUSING OF INMATES**

WHEREAS, the City of Sandy Springs (“Sandy Springs”) has a municipal court system and convictions for violations of laws occurring within Sandy Springs can result in incarceration; and

WHEREAS, Sandy Springs is in need of additional facilities for incarceration of its inmates; and

WHEREAS, Smyrna, through its Police Department, provides a jail facility for the housing of inmates; and

WHEREAS, Sandy Springs desires to house certain of its inmates in the Smyrna City Jail facility; and

WHEREAS, Smyrna is willing to house Sandy Springs inmates subject to the terms and conditions of the attached “Intergovernmental Agreement between the City of Sandy Springs, Georgia and the City of Smyrna, Georgia for the Housing of Inmates” (the “Agreement”); and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, City of Smyrna and City of Sandy Springs are authorized to enter into the Agreement.

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

1. The Agreement between the City of Sandy Springs and the City of Smyrna is hereby approved;
2. The Mayor is hereby authorized to execute the Agreement in substantially the form attached hereto;
3. The City Manager and the City Attorney are hereby authorized to make such minor revisions to the Agreement as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 18th day of July, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA AND THE CITY OF SMYRNA, GEORGIA FOR THE HOUSING OF INMATES

This intergovernmental Agreement is entered into this ____ day of _____, 20____, by and between the City of Sandy Springs, Georgia ("Sandy Springs") and the City of Smyrna, Georgia ("Smyrna").

WHEREAS, Smyrna, through its Police Department, provides a jail facility for the housing of inmates; and

WHEREAS, City of Sandy Springs desires to house certain of its inmates in the Smyrna City Jail facility; and

WHEREAS, Smyrna is willing to house Sandy Springs inmates subject to the terms and conditions of this Agreement; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, City of Smyrna and City of Sandy Springs are authorized to enter into this intergovernmental agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

SECTION 1

DEFINITION OF "CITY PRISONER"

"City Prisoner" shall mean a person held in the Smyrna City Jail when the exclusive basis for confinement is the violation of Sandy Springs municipal code, or pursuant to a warrant, commitment, or order of the Sandy Springs Municipal Court or following the arrest by a Sandy Springs police officer for any reason including the violations of state law and municipal violations. Persons arrested by Sandy Springs police officers and housed in the Smyrna City Jail awaiting pick up by a third party will be charged the agreed upon per diem during the stay of the prisoner.

SECTION 2

SUPERVISION OF CITY PRISONERS

Upon the request of Sandy Springs, the Smyrna Police Department agrees to house Sandy Springs prisoners at the Smyrna City Jail.

A. Smyrna's Responsibilities shall include the following:

- a. During incarceration at the Smyrna City Jail, Smyrna shall confine Sandy Springs Prisoners in the same manner and to the same extent as similarly situated Smyrna prisoners, including the basic subsistence services and access to medical services.

- b. Book in, processing, clothing, fingerprinting, and mug shots.
- c. Provide access to Smyrna's Intoxilyzer 9000 or such replacement devices as may be provided by Smyrna regarding persons suspected of driving under the influence of intoxicating beverages.
- d. Availability of City Prisoners for Sandy Springs Municipal Court, subject to appropriate notice from the City and/ or Sandy Springs Police Staff for regularly scheduled weekly court during the Term. Provided that Sandy Springs provides an agency transport for pick up and standby, Smyrna shall provide the City of Sandy Springs Municipal Court in person access and/ or virtual access using Smyrna City Jail virtual court technology and/ or physical facilities.
- e. Should any Emergency Medical Services be required, Smyrna shall cause a police officer to accompany the City Prisoner to an appropriate emergency medical facility for up to 2 hours. After the initial 2 hours, Sandy Springs shall be responsible for providing supervision of the City Prisoner.
- f. Smyrna shall provide Sandy Springs notice as soon as reasonably practicable of the transfer of a City Prisoner for Emergency Medical Services.
- g. Smyrna shall provide notice to Sandy Springs when the jail reaches 90% capacity to ensure that Sandy Springs can plan for alternative sources of jail housing or arrange for early release of currently housed inmates.

B. **Sandy Springs Responsibilities.** In addition to other responsibilities contained in this Agreement, Sandy Springs's obligations relative to Smyrna's supervision of City Prisoners include:

- a. **Individuals Eligible to be a City Prisoner.** Sandy Springs shall only present individuals having been properly arrested by the Sandy Springs Police Department under the authority of law. Such individuals shall not need medical attention or mental health attention/ mental crisis intervention at the time they are presented to be a City Prisoner subject to the terms of this Agreement. Any prisoner requiring medical attention prior to admission to the facility will be accepted once appropriate medical attention has been provided and appropriate documents of medical attention have been submitted. Smyrna City Jail maintains the right to refuse prisoners needing medical care that can not be provided by our facility.
- b. **Transport of Sandy Springs Prisoners.** Sandy Springs shall be responsible for all transport of Sandy Springs Prisoners other than Emergency Medical Services exceeding 2 hours. Sandy Springs' responsibilities include, but are not limited to, transport to court and to outside medical services.
- c. **Supervision of City Prisoners.** Sandy Springs shall be responsible for supervision of Sandy Springs prisoners receiving Outside Medical Services, Emergency Medical Services (2) hours after notification and Municipal Court access to Sandy

Springs Prisoners. In the case of Emergency Medical Services, Sandy Springs is responsible for supervision as soon as practicable after receiving notice, but in no case more than two (2) hour after notice.

- d. **Appropriate notice.** Sandy Springs shall provide the Smyrna City Jail with appropriate advance notice of Sandy Springs Prisoner hearings and release dates.
 - e. **Municipal Court Hearings.** The Sandy Springs Municipal Court shall ensure that First Appearance hearings, Bond hearings, Probation Revocation hearings and other essential court related hearings for Sandy Springs Prisoners shall be provided according to state and federal law.
 - f. **Bonding.** Sandy Springs would be responsible for conducting their own bonding. Bonds/ Releases will be emailed to Smyrna. Completed/ signed bonds would be picked up by Sandy Springs as needed.
 - g. **Medical bills/ payments.** Sandy Springs would be responsible for all bills incurred through emergency medical transport of a Sandy Springs inmate for emergency medical treatment or outside non-emergency medical treatment. Medical bills would not be a “pass through”. Sandy Springs would be “directly billed” by the medical provider for any medical services rendered on behalf of their prisoner. Sandy Springs will be responsible for any medical bills originating from the lawful use of force against a Sandy Springs prisoner while incarcerated in the Smyrna City Jail as well as any medical bills originating because of the prisoner’s stay in the Smyrna City Jail.
- C. **Services Not Included in this Agreement.** Sandy Springs acknowledges and agrees that this Agreement does not include:
- a. **No City Arrestees in Need of Medical Attention.** Smyrna will not accept individuals for purposes of housing or supervision that are initially presented by Sandy Springs who need medical attention.
 - b. **Limited Transportation.** Smyrna will not transport Sandy Springs prisoners other than transport for Emergency Medical Services. Sandy Springs is responsible for transporting Sandy Springs Prisoners to in-person court appearance and outside medical services. Additionally, Sandy Springs is responsible for transporting Sandy Springs prisoners from Emergency Medical Services back to the Smyrna City Jail.
 - c. **Supervision during outside medical services, emergency medical services and personal matters.** Except as otherwise provided in this agreement Smyrna will not provide supervision of Sandy Springs prisoners at outside medical facilities or while attending any approved personal matters such as funerals.
 - i. **Outside Medical Services.** No supervision will be provided by Smyrna for Sandy Springs prisoners receiving outside medical services.
 - ii. **Emergency Medical Services.** Noted in above Section 2Ae.

- iii. **Personal Matters.** No supervision will be provided by Smyrna for Sandy Springs prisoner personal matters.

SECTION 3
TERM OF AGREEMENT

- A. **Effective Date.** The Effective Date of this Agreement shall be _____.
- B. **Term.** The initial term of this Agreement shall be a period of _____ years, ("Initial Term"), unless sooner terminated under the provisions set forth in Section 10 of this Agreement. If this Agreement is terminated by Smyrna for convenience or not extended by Smyrna at the conclusion of the contract term, Smyrna shall at Sandy Springs' election continue to house Sandy Springs prisoners for an additional 90 days for Sandy Springs to make other provisions for housing its inmates, during which time all terms of this Agreement shall remain in effect.

SECTION 4
STATEMENT OF INTENT

The intent of this Agreement is that Smyrna shall board Sandy Springs prisoners at the Smyrna City Jail facility, but that such operation and boarding shall not result in added cost to Smyrna. All interpretations of this Agreement shall be construed considering this statement of intent.

SECTION 5
COMPENSATION

Smyrna shall be entitled to payment of a per diem per Sandy Springs prisoner supervised by Smyrna to cover the costs to Smyrna for boarding, basic services, and In-House Medical Services.

- A. **Calculation of per diem rate.** Said per diem rate shall be determined and agreed upon by Smyrna and Sandy Springs. The per diem rate for each year shall be established on January 1st. This per diem rate shall be instituted as the next twelve (12) months per diem rate which shall be charged to Sandy Springs.
- B. **Initial per diem.** The per diem rate per Sandy Springs prisoner at the commencement of this contract will be \$70.00.
- C. **Per diem period.** For per diem calculations, Sandy Springs will pay for each part of each day beginning with the day that Sandy Springs' prisoner is accepted by Smyrna and concluding on the date of release of the Sandy Springs prisoner.

SECTION 6
PROVISIONS FOR EMERGENCY MEDICAL SERVICES OUTSIDE PRIMARY APPROVED FACILITY

In the case of an emergency requiring immediate medical care outside the Smyrna City Jail, Smyrna may approve the third-party medical provider's order to transfer a Sandy Springs prisoner under guard to a specialized medical center without obtaining the permission or order of Sandy Springs for Emergency Medical Services

SECTION 7

RESPONSIBILITY FOR TIMELY RELEASE OF PRISONERS

Sandy Springs shall be responsible for coordinating with Smyrna the release time and date of each Sandy Springs prisoner. To avoid misunderstanding or unclear directions, Sandy Springs shall provide a release date, immediately upon sentencing prisoner via email.

If a Sandy Springs prisoner alleges he or she is unlawfully detained at the Smyrna City Jail, Sandy Springs agrees to provide a defense of Smyrna, including retaining counsel acceptable to Smyrna, to such allegations, including but not limited to any petitions for writ of habeas corpus.

SECTION 8

SMYRNA'S PROCEDURES, RULES AND REGULATIONS

Sandy Springs prisoners shall be subject to Smyrna's procedures, rules, and regulations in the same manner and to the same extent as Smyrna prisoners and shall be subject to Smyrna's disciplinary processes and procedures.

- A. Holds for outside agencies.** Sandy Springs shall continue to be responsible for per diem and medical care of prisoners with outside agency holds until said agency takes possession of the prisoner. In lieu of this, Sandy Springs may transport the prisoner to the county jail upon release from Sandy Springs custody.
- B. Fugitive Warrants.** Sandy Springs is responsible for securing extradition warrants for Sandy Springs prisoners and transferring said prisoner to County Jail.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties relating to the subject matter. All prior negotiations and understandings are merged in this Agreement. Modifications or amendments of this Agreement shall be made only in writing and signed by the parties. No modifications or amendments of this Agreement shall be valid until executed in writing by all parties.

SECTION 10

TERMINATION

This Agreement may terminate, in whole or in part, upon any one of the following conditions:

- A. **Mutual Agreement.** The parties may terminate this Agreement at any time by mutual written notice.
- B. **For Cause.** Any party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other party for failure to perform the terms of the Agreement.
- C. **For Convenience.** Any party may terminate this Agreement for its convenience at any time upon sixty (60) days prior notice to the other party.
- D. **For Suspension of Smyrna City Jail Facility Operation.** Should Smyrna cease operation of the Smyrna City Jail for any reason, a (90) day notice shall be given, the Agreement shall, at the option of Smyrna, become void.
- E. **Upon Conclusion of Agreement.** At the conclusion of the Initial Term or any Renewal Terms agreed to by the Parties, this Agreement shall be terminated unless a new contract is entered.

SECTION 11 **INDEMNIFICATION**

Each party shall defend, indemnify, and hold harmless the other, its officials, officers, employees, and agents from any and all injuries, claims, damages, liabilities, costs and expenses caused by, relating to or based upon the housing of Sandy Springs inmates, for claims arising out of an allegation of negligence or other wrongdoing by the other party. Nothing in this paragraph shall be construed a waiver of Sandy Springs or Smyrna's sovereign immunity of any individual's qualified good faith immunity, and this Agreement shall not be construed to create rights in any third party.

SECTION 12 **MISCELLANEOUS**

- A. **Governing Law, Jurisdiction.** This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.
- B. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances because it conflicts with any provision or provisions hereof or any constitution or statute or rule of

public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement.

- C. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which constitute but one and the same instrument.
- D. **Amendments in Writing.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by Sandy Springs or Smyrna.
- E. **Notices.** Except as otherwise specifically provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid or when personally delivered or when sent by registered overnight mail or delivery service charges prepaid, or when so specified herein by Electronic Means, to the Parties hereto at the following addresses or such other address designated by such Party in writing:

Contract City:

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

Attention: _____

Telephone: _____

Email: _____

Notification of Emergency Medical Services:

Chief of Police or Designee:

City of Smyrna
2800 King Street SE
Smyrna, GA 30080

Attention: _____

Telephone: _____

Email: _____

- F. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by Smyrna and a duly authorized representative of the city of Sandy Springs as of this date set forth above.

BY: CITY OF SMYRNA

Derek Norton
Mayor

Scott Cochran
City Attorney

BY: CITY OF SANDY SPRINGS

Russell K. Paul
Mayor

Daniel W. Lee
City Attorney



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Kenneth DeSimone, Police Chief

DATE: July 11, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve an Updated Memorandum of Understanding by and between the Sandy Springs Police Department and the Metropolitan Atlanta Rapid Transit Authority Police Department for Provision of Law Enforcement Services within the City of Sandy Springs

Recommendation:

City Staff recommends that the Mayor and City Council approve the updated Memorandum of Understanding ("MOU") between the Sandy Springs Police Department ("SSPD") and the Metropolitan Atlanta Rapid Transit Authority Police Department ("MARTA PD"), to allow the MOU to reflect the current Chief of Police for MARTA.

Background:

The original, and current, MOU between SSPD and MARTA PD, was executed in October 2013, and provides a standard for cooperation between both Departments as it relates to incident reports, processing of arrests and court appearances for officers, among other services.

Discussion:

MARTA wishes to update the MOU in order to reflect their current Chief of Police, as well as to add language for their respective Special Weapons and Tactics (SWAT) and Special Operations Response Team (SORT) branches.

The MOU executed in October 2013, and the updated and pending MOU, are contextually the same, with the exception of the above SWAT/SORT language.

Financial Impact:

None.

Alternatives:

Review:

Nathifa Cunningham, Assistant City Clerk
Kenneth DeSimone, Police Chief
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney

Created/Initiated - 7/11/2023
Approved - 7/11/2023
Approved - 7/11/2023
Approved - 7/13/2023

Eden Freeman, City Manager

Final Approval - 7/14/2023

Attachments:

1. Sandy Springs PD MOU
2. Resolution Marta PD MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE MARTA POLICE DEPARTMENT &
SANDY SPRINGS POLICE DEPARTMENT

This Memorandum of Understanding summarizes the cooperative agreement between Sandy Springs Police Department and the Metropolitan Atlanta Rapid Transit Authority Police Department (“MARTA PD”) regarding the provision of law enforcement services in the City of Sandy Springs, Georgia.

- 1. Police Responsibilities:** The chief law enforcement officer for Sandy Springs shall be the primary law enforcement officer for the City of Sandy Springs and shall be in command of the overall law enforcement operations therein. MARTA Police Department will exercise primary police responsibility over MARTA vehicles including trains and buses and MARTA property, including rail stations, parking lots, buildings and facilities owned by or leased to MARTA. The Sandy Springs Police Department shall continue to exercise primary police responsibility outside these areas including public rights of way. Sandy Springs Police Department will continue to provide assistance to MARTA Police Department in cases of homicide, rape, robbery, aggravated assault, suicide and other major crimes when MARTA Police Department requests assistance. Based on their statutory authority, MARTA Police may act within their service area in their official capacity as sworn police officers whenever a serious breach of the peace occurs, which compels them to respond until such time as the Sandy Springs Police Department arrives.
- 2. Incident Reports:** There will be an exchange of reports made by MARTA Police and the Sandy Springs Police in order to comply with the requirements of the Georgia Crime Information Center and departmental needs.
- 3. Processing of Arrests:** Arrests made will be processed, including all identification procedures, through the jail facility used by the Sandy Springs Police Department in accordance with State of Georgia law and Sandy Springs City ordinances.
- 4. Court Matters:** MARTA and Sandy Springs Police officers will appear in court as is necessary to testify in any matter resulting from their police action(s) or when necessary in any court hearing.
- 5. Arrestee Property Custody:** Arrestee's property will be held for safekeeping by the respective department effecting the arrest.
- 6. Securing and Executing Warrants:** MARTA Police will execute warrants issued on their petition in conjunction with officers of the Sandy Springs Police Department. Sandy Springs Police officers will execute warrants on MARTA property or facilities in conjunction with officers of the MARTA Police Department.
- 7. Detention of Arrestees:** Both agencies will assist one another, when practical, in transporting arrestees to the appropriate detention facility or jail for legal processing. Adult arrestees,

arrested by MARTA police officers, shall be detained by the jail facility then in use by the City of Sandy Springs Police Department on the same terms, conditions, provisions and procedures then in effect for detaining arrestees arrested by Sandy Springs Police officers. The personal property of the arrestee will be held and maintained by the by the jail facility then in use by the City of Sandy Springs in accordance with the same terms, conditions, provisions and procedures then in effect for holding and maintaining personal property of arrestees for the Sandy Springs Police Department.

- 8. Evidence Collection:** The police agency of primary jurisdiction will be responsible for collecting evidence and presenting same in court.
- 9. Death — Injury Notices:** In the event of a serious injury or death on MARTA property, the notice to the next of kin will be made by the police agency with the primary police function or the medical examiner's office.
- 10. Police Forms:** There will be a shared trade-off of official forms for both agencies to accomplish their legal roles and to compare necessary statistics.
- 11. Training for Sandy Springs Police Officers:** MARTA Police Department will provide specialized training as needed to Sandy Springs Police officers with respect to rapid transit hazards and safety features throughout the MARTA Rapid Transit system.
- 12. Jurisdiction and Command of Incident:** MARTA Police Department and Sandy Springs Police Department will retain primary police jurisdiction and command of emergency incidents as follows:
 - (a) MARTA Police Department shall have primary police jurisdiction and command of any incidents occurring on MARTA vehicles and MARTA property, including rail stations, parking lots, buildings and facilities owned by MARTA.
 - (b) Sandy Springs Police Department shall have primary jurisdiction and command of any incidents on the public streets (or other public rights of way) of the City of Sandy Springs, property owned by the City of Sandy Springs and private property located in the City of Sandy Springs, with the exception of property under the control of another law enforcement agency.
 - (c) Personnel shall remain under the exclusive command of the chain of command of their respective departments. Personnel shall remain subject to the General Orders, Standard Operating Procedures and all other applicable directives of their respective departments.
 - (d) Training and Response Agreement for Sandy Springs SWAT Team and MARTA Police SORT Team. MARTA Police and Sandy Springs Police Department agree that their SORT and SWAT teams will train together as needed. After training together, MARTA Police and Sandy Springs Police Department agree to deploy in support of one another. MARTA Police or Sandy Springs Police will advise the other when their team is called out for a police emergency. The commander of the team called out, or his designee, will contact the

other team's commander or his designee at emergency numbers to be provided. The commander of the team called out will advise the other team's commander of the specific nature of the emergency and whether immediate assistance is required. The commander receiving the call shall have the discretion to determine whether his team should immediately deploy to assist in the emergency. Any further requests for assistance during the course of a police emergency will be conducted through the respective chiefs of field operations for MARTA Police and Sandy Springs Police.

- 13. Expenses:** MARTA Police Department and City of Sandy Springs Police Department shall each be responsible for their own training and operating expenses incurred in the implementation of this agreement.
- 14. Communications:** Commanders of the respective units shall establish communications protocols for training and deployment, including emergency notification, telephone contact and radio communication.
- 15. Facilities:** City of Sandy Springs Police Department will make available facilities to MARTA Police for report writing and performing other necessary functions. MARTA Police will make available similar facilities for the Sandy Springs Police Department Officers.
- 16. Amendment/Termination:** This agreement may be amended as necessary by written modification or supplemental agreements between the two agencies. This agreement may be terminated by either police agency upon a thirty (30) day written notification to the agency head.

APPROVED AND ACCEPTED this _____ day of _____, 2023.

CITY OF SANDY SPRINGS

Kenneth DeSimone, Chief of Police
Sandy Springs Police Department

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA)

M. Scott Krehe, Chief of Police
MARTA Police Department

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE AN UPDATED MEMORANDUM OF UNDERSTANDING
BETWEEN THE SANDY SPRINGS POLICE DEPARTMENT AND THE METROPOLITAN
ATLANTA RAPID TRANSIT AUTHORITY POLICE DEPARTMENT FOR PROVISION OF
LAW ENFORCEMENT SERVICES WITHIN THE CITY OF SANDY SPRINGS**

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

WHEREAS, in October 2013 the City and Metropolitan Atlanta Rapid Transit Authority (“MARTA”) executed a Memorandum of Understanding (“MOU”) for the provision of law enforcement services within the city of limits of the City of Sandy Springs; and

WHEREAS, MARTA’s Police Department wishes to update the existing MOU to reflect the new Chief of Police for MARTA, as well as cooperative language for the Department’s respective special response teams (SSPD SWAT and MARTA PD SORT); and

WHEREAS, the City desires to update the MOU between the City and MARTA for continued cooperation between the Sandy Springs Police Department and MARTA’s Police Department and to reflect execution by the current MARTA Chief of Police.

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

1. That the attached Memorandum of Understanding by and between the Sandy Spring Police Department and MARTA’s Police Department is hereby approved; and
2. The Chief of Police is hereby authorized to execute the attached Memorandum of Understanding.

RESOLVED, this, the 18th day of July, 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: Toni Carlisle, Chief Financial Officer

DATE: July 10, 2023 Submission for the July 18, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Approval to Declare as Surplus Certain Property Owned by the City and Directing Disposal of the Same

Recommendation:

Staff recommends the Declaration of Certain City Property listed in Exhibit A as Surplus and authorization for the City Manager to approve the disposition of said Surplus, subject to approval of the City of Sandy Springs ("City") Legal and Finance Departments.

Background:

When the Code of Ordinances of the City of Sandy Springs were established, it allowed that under the supervision of the City Manager, the City Purchasing Agent should arrange and negotiate for the sale or otherwise disposal of all surplus equipment and supplies or real estate of the City or any using agency (Section 2-334. Purchasing Agent). Sandy Springs Purchasing Policy requires all Departments to report all surplus or obsolete goods to the Purchasing Agent; and that they be declared Surplus by Mayor and City Council.

Discussion:

The Surplus consists of goods from the following Departments as listed in Exhibit A:

- Fleet

Upon review of the goods listed in Exhibit A, staff recommends that they be declared Surplus and for the Purchasing Agent under the supervision of the City Manager to dispose of surplus property in a manner as is determined to be the most advantageous method of disposing the goods, including transfer; donation; recycle; trade-in; and/or sale.

Financial Impact:

All equipment is used and is sold as is with no warranty expressed or implied. The goods listed for Surplus in Exhibit A represent a limited dollar value for the City.

Alternatives:

Not declare the items listed in Exhibit A as Surplus at this time.

Review:

Eleanor Gordon, Purchasing Assistant
Toni Carlisle, Chief Financial Officer
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/10/2023
Approved - 7/11/2023
Approved - 7/11/2023
Approved - 7/13/2023
Final Approval - 7/14/2023

Attachments:

1. Surplus Resolution 07.18.23
2. EXHIBIT A POLICE CAR SURPLUS

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO DECLARE AS SURPLUS CERTAIN PROPERTY OWNED BY THE CITY AND
DIRECTING DISPOSAL OF THE SAME**

WHEREAS, Section 2-334 of the Code of Ordinances of the City of Sandy Springs (“City”), entitled “Purchasing Agent”, authorizes the City Purchasing Agent to arrange and negotiate for the sale or disposal of all surplus equipment, supplies, or real estate of the City or any using agency; and

WHEREAS, the City’s Purchasing Policy requires all departments to report all surplus or obsolete goods to the Purchasing Agent for declaration of surplus by City Council and for proper disposal thereof upon such declaration; and

WHEREAS, the City’s Purchasing Division has identified various items of City-owned property as surplus to the needs of the City (“Property”), as shown on Exhibit A attached hereto; and

WHEREAS, City Council desires to declare such Property as surplus and to direct the Purchasing Agent to appropriately dispose of such Property in the best interest of the City;

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

1. the Property is hereby declared as surplus to the needs of the City; and
2. the Property is hereby approved for disposal in a manner as is determined to be the most advantageous method of disposing the goods, including transfer, donation, recycle, trade-in, and/or sale; and
3. the Purchasing Agent and the City Manager are hereby authorized to take such actions as may be deemed necessary or appropriate to effectuate the intent of this resolution.

RESOLVED this 18th day of July 2023.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(Seal)

EXHIBIT A

DEPARTMENTAL SURPLUS FORM
(FOR FIXED ASSETS UNDER \$5,000)

REQUESTOR	
*DEPARTMENT:	Police Department
*DEPT LIAISON:	Chief Ken Desimone
*REQUEST DATE:	07/17/23

APPROVAL	DATE
DEPARTMENT HEAD:	
FINANCE DIRECTOR: Toni Carlisle	
CITY ADMINISTRATOR: Eden Freeman	

[illegible]



SANDY SPRINGS
GEORGIA

FINANCIAL HIGHLIGHTS FY 2023
MAY 31, 2023

UNAUDITED

NOTES TO THE FINANCIAL STATEMENTS
MAY 31, 2023

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year are at 111.99% of the adopted budget. We are at 91.67% of the fiscal year.
- ▶ General Fund Expenditures for the fiscal year are at 85.98% of the adopted budget. We are at 91.67% of the fiscal year.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$44,861,085	\$42,500,000	105.56%	
Motor Vehicle Tax	\$86,973	\$80,000	108.72%	<--These two will be adjusted as the rate at which the <-- old MVT phases out and the new TAVT increases
Motor Vehicle TAVT	\$3,762,370	\$3,750,000	100.33%	
Local Option Sales Tax	\$29,258,963	\$26,500,000	110.41%	
Business Occupational Tax	\$10,521,104	\$9,750,000	107.91%	
Insurance Premium Tax	\$8,782,622	\$7,700,000	114.06%	Payment normally received October of each year
Building Permits	\$2,730,916	\$2,000,000	136.55%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$819,806	\$850,427	96.40%	Includes all departments and is semi-annual

**CASH AND INVESTMENTS
THROUGH PERIOD 11, MAY FY 2023**

UNAUDITED

TRUIST

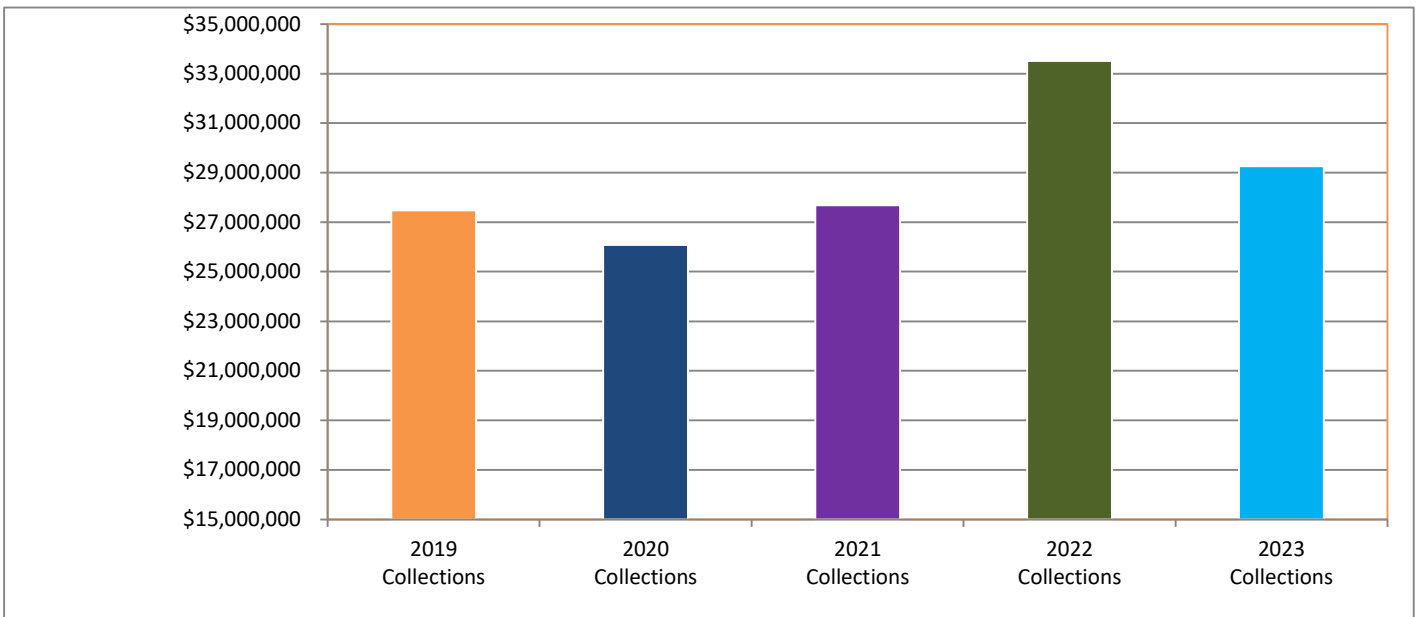
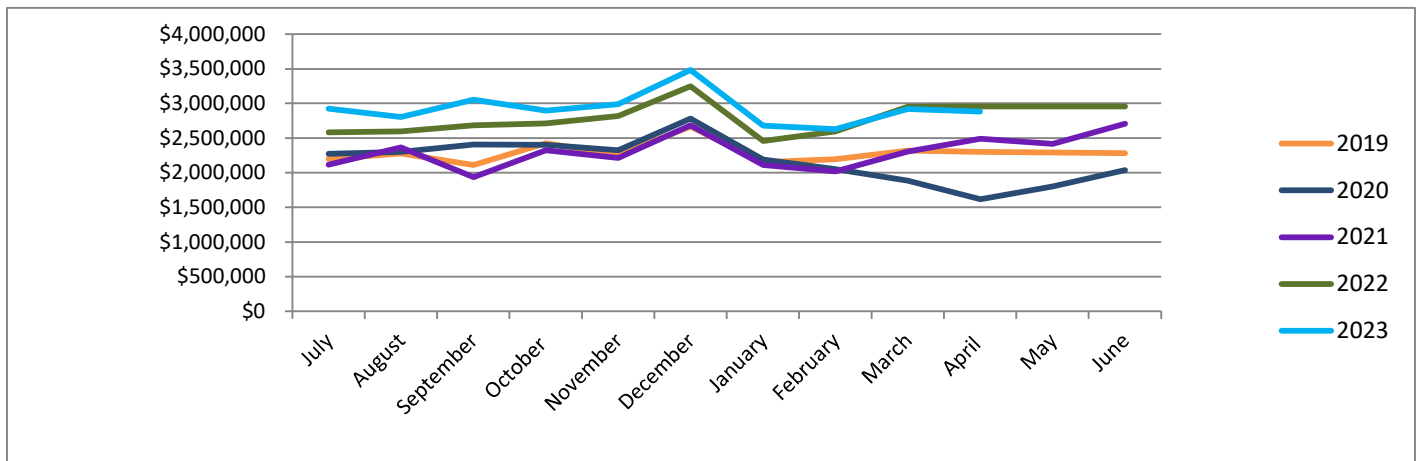
OPERATING ACCOUNT	\$11,379,701
COMMUNITY DEVELOPMENT ESCROW	2,545,028
POLICE - CUSTODIAL ESCROW	16,962
POLICE - FEDERAL FORFEITURE	292,549
POLICE - STATE SEIZED RESTRICTED	313,791
POLICE - STATE SEIZED UNRESTRICTED	207,091
POLICE - FEDERAL SEIZED TREASURY FUND	68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	92,995
HOTEL / MOTEL TAX ACCOUNT	407,639
COURT SERVICES	574,864
IMPACT FEE ACCOUNT	6,599,792
TREE FUND ACCOUNT	1,498,005
HOSPITALITY BOARD	1,984,131
TSPLOST FUND 2016 & 2021	66,558,232
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	108,883
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	1,519,352
PAC OPERATING, EVENTS ACCOUNT & SPONSORSHIPS	2,946,837
QUALIFIED LAW ENFORCEMENT FOUNDATION, INC.	37,448
TOTAL TRUIST	\$97,151,863

GEORGIA FUND ONE	\$118,693,369
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$118,693,611

TOTAL CASH AND CASH EQUIVALENTS	\$215,845,474
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**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 11, MAY 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	2,879,512	-2.55%
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	\$29,258,962	-12.70%



**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	51,431	44,861,085	42,500,000	105.56 %
100-0000-90-311310	MOTOR VEHICLE	25,771	86,973	80,000	108.72 %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	384,475	3,762,370	3,750,000	100.33 %
100-0000-90-311340	INTANGIBLES	44,402	496,819	900,000	55.20 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	24,186	261,644	650,000	40.25 %
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	-	1,026,185	1,300,000	78.94 %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	5,366	120,684	150,000	80.46 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	146,118	473,918	400,000	118.48 %
100-0000-90-313100	LOCAL OPTION SALES TAX	2,879,512	29,258,963	26,500,000	110.41 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	70,848	863,759	1,000,000	86.38 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	64,748	622,924	500,000	124.58 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	554,570	10,521,104	9,750,000	107.91 %
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	4,251,428	108,340,189	101,730,000	106.50 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	14,875	718,118	700,000	102.59 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	6,745	78,002	90,000	86.67 %
100-0000-60-322210	PLANNING/ZONING FEES	3,242	71,882	100,000	71.88 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	19,670	239,014	250,000	95.61 %
100-0000-60-323120	BUILDING PERMITS	138,110	2,730,916	2,000,000	136.55 %
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	75	2,250	5,000	45.00 %
	TOTAL LICENSES & PERMITS	182,717	3,866,467	3,222,000	120.00 %
100-0000-60-341320	DEVELOPMENT IMPACT FEES	4,595	48,358	-	- %
100-0000-30-342900	FALSE ALARM FEES	1,233	3,453	20,000	17.26 %
100-0000-30-342910	OTHER PUBLIC SAFETY FEES	-	15,000	-	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	11,760	129,360	141,120	91.67 %
100-0000-10-346900	SPECIAL EVENT FEES	100	11,800	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	-	45,000	75,000	60.00 %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	14,707	73,125	50,000	146.25 %
100-0000-50-347900	SSTC CONTRACT	10,000	112,300	100,000	112.30 %
100-0000-50-347910	FACILITY RENTALS	17,730	175,537	100,000	175.54 %
	TOTAL CHARGES & FEES	60,125	613,932	486,120	126.29 %
100-0000-20-351170	MUNICIPAL COURT	179,043	2,312,782	2,300,000	100.56 %
	TOTAL FINES & FORFEITURES	179,043	2,312,782	2,300,000	100.56 %
100-0000-90-361000	INTEREST REVENUE	849,110	3,517,880	120,000	2,931.57 %
	TOTAL INVESTMENT INCOME	849,110	3,517,880	120,000	2,931.57 %
100-0000-90-349900	OTHER CHGS FOR SERVICES	3,292	58,922	65,000	90.65 %
100-0000-40-381000	RENTAL REVENUE	10,887	295,802	275,000	107.56 %
100-0000-40-381010	MARTA ADVERTISING CONTRAC	-	390,431	-	- %
100-0000-90-389000	MISCELLANEOUS REVENUE	5,115	315,382	100,000	315.38 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	2,730	45,755	40,000	114.39 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	12,725	295,167	70,000	421.67 %
	TOTAL MISCELLANEOUS	34,749	1,401,459	550,000	254.81 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	116,422	1,137,884	999,600	113.83 %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	7,918	70,916	75,000	94.55 %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	1,306,778	182,700	715.26 %
100-0000-90-392100	SALE OF ASSETS	-	12,333	25,000	49.33 %
	TOTAL OTHER FINANCING SOURCES	124,339	2,527,911	1,282,300	197.14 %
100-0000-40-334100	STATE MATCHING GRANTS	-	266,972	-	- %
	TOTAL OTHER REVENUES	-	266,972	-	- %
	TOTAL REVENUES	\$5,681,511	\$122,847,592	\$109,690,420	111.99 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	12,333	123,333	148,000	83.33 %
100-1310-10-512104	LIFE INSURANCE	75	942	-	- %
100-1310-10-512200	SOCIAL SECURITY	695	6,953	9,026	77.03 %
100-1310-10-512300	MEDICARE	163	1,626	2,146	75.77 %
100-1310-10-512600	UNEMPLOYMENT TAX	76	507	740	68.52 %
100-1310-10-512700	WORKERS' COMPENSATION	-	354	446	79.26 %
Salaries & Benefits		13,342	133,714	160,358	83.38 %
100-1310-10-523200	COMMUNICATIONS	347	3,816	4,400	86.74 %
100-1310-10-523500	TRAVEL	198	1,502	10,000	15.02 %
100-1310-10-523600	DUES & FEES	-	20,488	43,000	47.65 %
100-1310-10-523700	EDUCATION/TRAINING	-	8,999	5,000	179.98 %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	-	840	3,000	27.99 %
100-1310-10-531300	HOSPITALITY	869	6,083	14,000	43.45 %
Operations & Capital		1,413	41,727	79,400	52.55 %
TOTAL CITY COUNCIL		14,755	175,442	239,758	73.17 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	56,135	492,882	713,329	69.10 %
100-1320-10-511110	BONUSES	-	14,000	19,525	71.70 %
100-1320-10-512101	HEALTH INSURANCE	4,201	40,669	63,986	63.56 %
100-1320-10-512102	DISABILITY INSURANCE	149	1,964	2,854	68.83 %
100-1320-10-512103	DENTAL INSURANCE	253	2,788	5,577	49.99 %
100-1320-10-512104	LIFE INSURANCE	286	3,667	6,883	53.28 %
100-1320-10-512200	SOCIAL SECURITY	3,407	22,741	43,926	51.77 %
100-1320-10-512300	MEDICARE	797	7,162	10,343	69.25 %
100-1320-10-512401	RETIREMENT 401A	5,894	66,762	102,779	64.96 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	2,009	22,369	34,295	65.22 %
100-1320-10-512600	UNEMPLOYMENT TAX	69	406	1,000	40.60 %
100-1320-10-512700	WORKERS' COMPENSATION	-	1,676	1,727	97.02 %
Salaries & Benefits		73,200	677,087	1,006,224	67.29 %
100-1320-10-523200	COMMUNICATIONS	171	1,998	5,040	39.65 %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	6,364	13,129	6,200	211.75 %
100-1320-10-523600	DUES & FEES	37	6,403	13,790	46.43 %
100-1320-10-523700	EDUCATION/TRAINING	-	2,029	10,495	19.33 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	624	6,275	5,000	125.50 %
100-1320-10-531300	HOSPITALITY	310	2,789	4,000	69.71 %
Operations & Capital		7,506	32,623	45,025	72.46 %
TOTAL CITY MANAGER		80,706	709,710	1,051,249	67.51 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	24,102	231,074	312,825	73.87 %
100-1330-10-511110	BONUSES	-	9,294	10,275	90.45 %
100-1330-10-512101	HEALTH INSURANCE	4,265	42,210	54,513	77.43 %
100-1330-10-512102	DISABILITY INSURANCE	102	1,032	2,284	45.18 %
100-1330-10-512103	DENTAL INSURANCE	255	2,534	3,901	64.95 %
100-1330-10-512104	LIFE INSURANCE	208	2,120	2,213	95.81 %
100-1330-10-512200	SOCIAL SECURITY	1,377	13,675	18,845	72.57 %
100-1330-10-512300	MEDICARE	322	3,198	4,536	70.51 %
100-1330-10-512401	RETIREMENT 401A	2,663	22,874	37,539	60.93 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	1,157	10,645	15,641	68.06 %
100-1330-10-512600	UNEMPLOYMENT TAX	-	399	1,000	39.87 %
100-1330-10-512700	WORKERS' COMPENSATION	-	756	1,176	64.32 %
Salaries & Benefits		34,452	339,811	464,748	73.12 %
100-1330-10-521300	TECHNICAL SERVICES	156	72,847	82,900	87.87 %
100-1330-10-523200	COMMUNICATIONS	176	1,738	2,200	79.01 %
100-1330-10-523300	ADVERTISING	-	370	2,000	18.50 %
100-1330-10-523400	PRINTING & BINDING	373	373	8,000	4.66 %
100-1330-10-523500	TRAVEL	575	1,801	3,500	51.45 %
100-1330-10-523600	DUES & FEES	12	2,643	2,250	117.45 %
100-1330-10-523700	EDUCATION/TRAINING	-	2,920	3,450	84.64 %
100-1330-10-523900	CONTRACTUAL SERVICES	79	793	2,000	39.65 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	84	1,488	1,500	99.21 %
100-1330-10-531270	GASOLINE	-	-	1,000	- %
100-1330-10-531300	HOSPITALITY	-	192	500	38.32 %
Operations & Capital		1,455	85,164	109,300	77.92 %
TOTAL CITY CLERK		35,907	424,976	574,048	74.03 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	128,519	1,356,691	1,680,054	80.75 %
100-1500-10-511110	BONUSES	-	23,775	37,850	62.81 %
100-1500-10-512101	HEALTH INSURANCE	14,604	127,345	201,913	63.07 %
100-1500-10-512102	DISABILITY INSURANCE	516	5,150	11,988	42.96 %
100-1500-10-512103	DENTAL INSURANCE	621	6,408	10,152	63.12 %
100-1500-10-512104	LIFE INSURANCE	1,056	10,543	13,280	79.39 %
100-1500-10-512200	SOCIAL SECURITY	7,785	82,628	102,863	80.33 %
100-1500-10-512300	MEDICARE	1,821	19,586	24,361	80.40 %
100-1500-10-512401	RETIREMENT 401A	11,765	131,276	201,606	65.11 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	5,782	58,904	84,003	70.12 %
100-1500-10-512600	UNEMPLOYMENT TAX	45	2,179	2,000	108.96 %
100-1500-10-512700	WORKERS' COMPENSATION	-	5,367	5,500	97.57 %
Salaries & Benefits		172,514	1,829,853	2,375,570	77.03 %
100-1500-10-521200	PROFESSIONAL SERVICES	12,000	45,010	25,000	180.04 %
100-1500-10-521210	PROF SVCS-AUDIT	-	51,230	70,000	73.19 %
100-1500-10-521300	TECHNICAL SERVICES	19,381	238,774	185,000	129.07 %
100-1500-10-523200	COMMUNICATIONS	230	3,021	6,000	50.34 %
100-1500-10-523300	ADVERTISING	540	8,140	10,000	81.40 %
100-1500-10-523400	PRINTING & BINDING	353	3,680	3,000	122.68 %
100-1500-10-523500	TRAVEL	-	-	7,000	- %
100-1500-10-523600	DUES & FEES	323	6,544	9,134	71.65 %
100-1500-10-523700	EDUCATION/TRAINING	859	4,596	15,000	30.64 %
100-1500-10-523900	CONTRACTUAL SERVICES	999	8,250	15,000	55.00 %
100-1500-10-523950	MERCHANT SVCS CHARGES	-	127	292	43.49 %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	483	5,903	7,500	78.70 %
100-1500-10-531300	HOSPITALITY	-	648	1,500	43.22 %
100-1500-10-531750	UNIFORMS	-	807	1,000	80.70 %
100-1500-10-542400	COMPUTER EQUIPMENT	-	3,372	7,000	48.17 %
Operations & Capital		35,168	380,103	362,426	104.88 %
TOTAL FINANCE		207,681	2,209,955	2,737,996	80.71 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-511100	SALARIES	18,947	93,298	203,750	45.79 %
100-1530-10-511110	BONUSES	-	-	3,050	- %
100-1530-10-512101	HEALTH INSURANCE	5,133	14,490	40,791	35.52 %
100-1530-10-512102	DISABILITY INSURANCE	47	289	1,142	25.31 %
100-1530-10-512103	DENTAL INSURANCE	305	879	2,371	37.06 %
100-1530-10-512104	LIFE INSURANCE	79	534	1,710	31.22 %
100-1530-10-512200	SOCIAL SECURITY	1,121	5,731	12,483	45.91 %
100-1530-10-512300	MEDICARE	262	1,339	2,954	45.32 %
100-1530-10-512401	401A RETIREMENT	535	7,496	24,450	30.66 %
100-1530-10-512402	401A RETIREMENT-457 MATCH	525	3,280	10,188	32.20 %
100-1530-10-512600	UNEMPLOYMENT TAX	58	195	200	97.60 %
100-1530-10-512700	WORKERS' COMPENSATION	-	522	558	93.47 %
Salaries & Benefits		27,013	128,053	303,647	42.17 %
100-1530-10-521250	PROF SVCS-LEGAL	37,922	626,050	485,000	129.08 %
100-1530-10-521255	PROF SVCS-LITIGATION	11,469	412,631	450,000	91.70 %
Operations & Capital		49,391	1,038,681	935,000	111.09 %
TOTAL LEGAL SERVICES		76,404	1,166,734	1,238,647	94.19 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	120,543	1,258,223	1,506,827	83.50 %
100-1535-10-511110	BONUSES	-	19,150	32,550	58.83 %
100-1535-10-512101	HEALTH INSURANCE	16,661	163,673	202,233	80.93 %
100-1535-10-512102	DISABILITY INSURANCE	485	4,041	9,705	41.64 %
100-1535-10-512103	DENTAL INSURANCE	746	7,714	10,528	73.27 %
100-1535-10-512104	LIFE INSURANCE	992	8,256	11,236	73.48 %
100-1535-10-512200	SOCIAL SECURITY	7,180	76,011	91,723	82.87 %
100-1535-10-512300	MEDICARE	1,679	17,777	21,849	81.36 %
100-1535-10-512401	401A RETIREMENT	10,721	118,760	180,819	65.68 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	4,591	51,166	75,341	67.91 %
100-1535-10-512600	UNEMPLOYMENT TAX	76	1,813	1,850	98.01 %
100-1535-10-512700	WORKERS' COMPENSATION	-	4,737	4,967	95.38 %
Salaries & Benefits		163,673	1,731,320	2,149,628	80.54 %
100-1535-10-521300	TECHNICAL SERVICES	527	575,356	777,500	74.00 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	-	175,831	243,000	72.36 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	6,589	67,428	92,000	73.29 %
100-1535-10-523200	COMMUNICATIONS	862	8,302	11,200	74.13 %
100-1535-10-523500	TRAVEL	310	3,439	7,000	49.13 %
100-1535-10-523600	DUES & FEES	648	4,560	6,000	76.00 %
100-1535-10-523700	EDUCATION/TRAINING	365	11,513	14,000	82.23 %
100-1535-10-523900	CONTRACTUAL SERVICES	633	1,920	15,000	12.80 %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	279	4,550	5,500	82.73 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	74	26,547	30,000	88.49 %
100-1535-10-531750	UNIFORMS	258	1,477	1,500	98.46 %
100-1535-10-542400	COMPUTER EQUIPMENT	180	7,893	10,000	78.93 %
Operations & Capital		10,723	888,816	1,212,700	73.29 %
TOTAL INFORMATION SERVICES		174,397	2,620,136	3,362,328	77.93 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	28,970	326,032	373,080	87.39 %
100-1540-10-511110	BONUSES	-	11,300	11,800	95.76 %
100-1540-10-512101	HEALTH INSURANCE	6,343	67,590	75,844	89.12 %
100-1540-10-512102	DISABILITY INSURANCE	121	1,155	2,284	50.56 %
100-1540-10-512103	DENTAL INSURANCE	343	3,563	3,994	89.22 %
100-1540-10-512104	LIFE INSURANCE	248	2,363	2,632	89.79 %
100-1540-10-512200	SOCIAL SECURITY	1,746	20,026	22,981	87.14 %
100-1540-10-512300	MEDICARE	408	4,684	5,410	86.59 %
100-1540-10-512401	401A RETIREMENT	3,203	35,709	44,770	79.76 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	751	10,688	18,654	57.30 %
100-1540-10-512600	UNEMPLOYMENT TAX	-	382	750	50.99 %
100-1540-10-512700	WORKERS' COMPENSATION	-	864	896	96.39 %
Salaries & Benefits		42,133	484,357	563,095	86.02 %
100-1540-10-521200	PROFESSIONAL SERVICES	12,419	165,102	209,250	78.90 %
100-1540-10-523200	COMMUNICATIONS	181	1,997	1,500	133.12 %
100-1540-10-523500	TRAVEL	-	-	5,000	- %
100-1540-10-523600	DUES & FEES	-	565	2,600	21.73 %
100-1540-10-523700	EDUCATION/TRAINING	-	710	6,995	10.15 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	16	937	3,000	31.23 %
100-1540-10-531300	HOSPITALITY	2,259	14,055	10,000	140.55 %
Operations & Capital		14,875	183,366	238,345	76.93 %
TOTAL HUMAN RESOURCES		57,008	667,723	801,440	83.32 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	73,359	889,245	1,261,643	70.48 %
100-1565-10-511110	BONUSES	-	20,025	36,525	54.83 %
100-1565-10-512101	HEALTH INSURANCE	11,377	129,739	197,968	65.54 %
100-1565-10-512102	DISABILITY INSURANCE	321	3,207	9,705	33.05 %
100-1565-10-512103	DENTAL INSURANCE	557	5,997	10,265	58.43 %
100-1565-10-512104	LIFE INSURANCE	656	6,581	10,220	64.40 %
100-1565-10-512200	SOCIAL SECURITY	4,489	53,156	75,722	70.20 %
100-1565-10-512300	MEDICARE	1,050	12,946	18,294	70.77 %
100-1565-10-512401	401A RETIREMENT	7,649	91,358	151,397	60.34 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	3,572	42,198	63,082	66.89 %
100-1565-10-512600	UNEMPLOYMENT TAX	16	1,264	2,000	63.21 %
100-1565-10-512700	WORKERS' COMPENSATION	1,687	16,487	15,116	109.07 %
Salaries & Benefits		104,733	1,272,205	1,851,937	68.70 %
100-1565-10-521200	PROFESSIONAL SERVICES	3,251	39,346	44,796	87.83 %
100-1565-10-521300	TECHNICAL SERVICES	-	85,180	104,587	81.44 %
100-1565-10-522100	CLEANING SERVICES	4,495	240,070	372,880	64.38 %
100-1565-10-522110	GARBAGE DISPOSAL	9,908	59,236	83,000	71.37 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	26,426	327,609	400,550	81.79 %
100-1565-10-522220	REP & MAINT-BUILDINGS	54,380	1,034,012	1,105,634	93.52 %
100-1565-10-522310	BUILDING OPERATING LEASE	28,381	310,269	325,000	95.47 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	1,815	32,947	34,000	96.90 %
100-1565-10-523200	COMMUNICATIONS	818	10,798	9,990	108.09 %
100-1565-10-523250	POSTAGE	3,860	28,339	39,000	72.66 %
100-1565-10-523700	EDUCATION/TRAINING	-	7,245	15,500	46.74 %
100-1565-10-523900	CONTRACTUAL SERVICES	56,530	253,906	334,887	75.82 %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	5,751	84,613	120,000	70.51 %
100-1565-10-531210	WATER	29,768	304,180	321,200	94.70 %
100-1565-10-531220	NATURAL GAS	14,736	97,163	106,126	91.55 %
100-1565-10-531230	ELECTRICITY	72,705	651,676	690,300	94.40 %
100-1565-10-531270	GASOLINE	279	3,362	10,000	33.62 %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	933	4,799	10,000	47.99 %
100-1565-10-531750	UNIFORMS	1,089	7,657	12,000	63.81 %
100-1565-10-541200	SITE IMPROVEMENTS	37,329	104,403	200,000	52.20 %
100-1565-10-542400	COMPUTER EQUIPMENT	3,800	4,619	22,500	20.53 %
Operations & Capital		356,251	3,691,429	4,361,950	84.63 %
TOTAL FACILITIES MANAGEMENT		460,985	4,963,634	6,213,887	79.88 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	52,746	494,905	683,034	72.46 %
100-1570-10-511110	BONUSES	-	10,900	16,075	67.81 %
100-1570-10-512101	HEALTH INSURANCE	6,078	56,707	77,199	73.46 %
100-1570-10-512102	DISABILITY INSURANCE	220	1,994	3,996	49.89 %
100-1570-10-512103	DENTAL INSURANCE	366	3,635	5,060	71.83 %
100-1570-10-512104	LIFE INSURANCE	429	3,853	5,163	74.63 %
100-1570-10-512200	SOCIAL SECURITY	3,197	30,741	41,748	73.63 %
100-1570-10-512300	MEDICARE	748	7,189	9,904	72.59 %
100-1570-10-512401	401A RETIREMENT	5,481	46,167	81,964	56.33 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	2,347	21,374	34,152	62.58 %
100-1570-10-512600	UNEMPLOYMENT TAX	-	649	1,000	64.92 %
100-1570-10-512700	WORKERS' COMPENSATION	-	2,541	2,649	95.91 %
Salaries & Benefits		71,612	680,654	961,944	70.76 %
100-1570-10-521200	PROF SERV - PUBLIC RELATIONS	8,529	58,702	117,500	49.96 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	50,038	550,415	604,000	91.13 %
100-1570-10-523200	COMMUNICATIONS	452	4,200	5,566	75.46 %
100-1570-10-523300	ADVERTISING	1,299	19,280	25,000	77.12 %
100-1570-10-523400	PRINTING & BINDING	229	3,253	7,500	43.37 %
100-1570-10-523500	TRAVEL	176	1,685	2,250	74.90 %
100-1570-10-523600	DUES & FEES	4	272	2,250	12.07 %
100-1570-10-523700	EDUCATION/TRAINING	1,095	1,120	5,250	21.33 %
100-1570-10-523900	CONTRACTUAL SERVICES	369	20,403	40,560	50.30 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	18,232	102,664	189,249	54.25 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	51	11,267	10,000	112.67 %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	-	864	5,000	17.28 %
100-1570-10-531350	SPECIAL EVENTS	888	21,324	22,000	96.93 %
100-1570-10-542400	COMPUTER EQUIPMENT	8,437	9,094	22,750	39.97 %
Operations & Capital		89,798	804,543	1,059,375	75.95 %
TOTAL COMMUNICATIONS		161,410	1,485,197	2,021,319	73.48 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY 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	-	-	36,500	- %
100-1595-10-512200	SOCIAL SECURITY	-	13,386	14,100	94.93 %
100-1595-10-512300	MEDICARE	-	3,109	3,225	96.41 %
100-1595-10-512500	TUITION REIMBURSEMENT	945	24,193	50,000	48.39 %
100-1595-10-512600	UNEMPLOYMENT TAX	-	25	250	9.92 %
100-1595-10-512700	WORKERS' COMPENSATION	-	48	50	96.10 %
Salaries & Benefits		945	288,761	104,125	277.32 %
100-1595-10-521200	PROFESSIONAL SERVICES	17,055	397,863	411,000	96.80 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	10,625	175,652	537,500	32.68 %
100-1595-10-523100	PROPERTY & LIABILITY INS	-	1,392,997	1,440,069	96.73 %
100-1595-10-523200	COMMUNICATIONS	5,901	66,726	145,200	45.95 %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	172	335	75,000	0.45 %
100-1595-10-531270	GASOLINE	-	-	10,000	- %
100-1595-10-579000	CONTINGENCIES	-	-	295,000	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	-	-	2,000	- %
Operations & Capital		33,753	2,033,573	2,915,769	69.74 %
TOTAL GENERAL ADMINISTRATION		34,698	2,322,334	3,019,894	76.90 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	40,826	505,768	638,375	79.23 %
100-2650-20-511110	BONUSES	-	12,525	17,900	69.97 %
100-2650-20-512101	HEALTH INSURANCE	6,376	72,816	112,351	64.81 %
100-2650-20-512102	DISABILITY INSURANCE	149	1,746	5,709	30.58 %
100-2650-20-512103	DENTAL INSURANCE	224	2,841	5,683	50.00 %
100-2650-20-512104	LIFE INSURANCE	306	3,578	4,392	81.47 %
100-2650-20-512200	SOCIAL SECURITY	2,452	31,001	38,079	81.41 %
100-2650-20-512300	MEDICARE	574	7,252	9,256	78.35 %
100-2650-20-512401	RETIREMENT 401A	4,458	49,396	76,605	64.48 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	1,519	19,363	31,919	60.66 %
100-2650-20-512600	UNEMPLOYMENT TAX	-	1,325	2,000	66.24 %
100-2650-20-512700	WORKERS' COMPENSATION	-	5,817	5,969	97.46 %
Salaries & Benefits		56,885	713,430	948,238	75.24 %
100-2650-20-521260	PROF SVCS-COURT	32,760	316,581	515,000	61.47 %
100-2650-20-521300	TECHNICAL SERVICES	680	40,866	58,000	70.46 %
100-2650-20-523200	COMMUNICATIONS	209	2,243	6,240	35.95 %
100-2650-20-523300	ADVERTISING	-	-	1,800	- %
100-2650-20-523400	PRINTING & BINDING	-	1,569	2,000	78.43 %
100-2650-20-523500	TRAVEL	12	3,095	7,000	44.22 %
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		33,661	370,510	601,740	61.57 %
TOTAL MUNICIPAL COURT		90,546	1,083,940	1,549,978	69.93 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	1,034,972	11,862,625	13,619,399	87.10 %
100-3210-30-511110	BONUSES	3,000	502,421	530,000	94.80 %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	32,621	348,648	500,000	69.73 %
100-3210-30-511300	OVERTIME	75,574	837,612	800,000	104.70 %
100-3210-30-512101	HEALTH INSURANCE	138,719	1,607,108	1,747,762	91.95 %
100-3210-30-512102	DISABILITY INSURANCE	3,244	40,271	96,479	41.74 %
100-3210-30-512103	DENTAL INSURANCE	7,188	87,020	100,804	86.33 %
100-3210-30-512104	LIFE INSURANCE	6,574	82,200	103,922	79.10 %
100-3210-30-512200	SOCIAL SECURITY	69,184	804,676	844,403	95.30 %
100-3210-30-512300	MEDICARE	16,180	189,280	197,481	95.85 %
100-3210-30-512401	RETIREMENT 401A	105,780	1,227,967	1,509,328	81.36 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	47,644	545,452	680,970	80.10 %
100-3210-30-512600	UNEMPLOYMENT TAX	197	17,248	18,000	95.82 %
100-3210-30-512700	WORKERS' COMPENSATION	4,408	459,826	479,104	95.98 %
Salaries & Benefits		1,545,284	18,612,354	21,227,652	87.68 %
100-3210-30-521200	PROFESSIONAL SERVICES	6,707	76,531	147,160	52.01 %
100-3210-30-521270	JAIL SERVICES	1,350	306,775	425,000	72.18 %
100-3210-30-521275	INMATE MEDICAL SERVICES	5	5,962	50,000	11.92 %
100-3210-30-521300	TECHNICAL SERVICES	80,516	1,357,666	1,633,605	83.11 %
100-3210-30-522100	CLEANING SERVICES	-	70,080	84,100	83.33 %
100-3210-30-522110	GARBAGE DISPOSAL	218	2,406	3,100	77.62 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	1,028	18,047	40,000	45.12 %
100-3210-30-522220	REP & MAINT-BUILDINGS	-	13,998	17,500	79.99 %
100-3210-30-522230	REP & MAINT-VEHICLES	44,298	496,966	550,000	90.36 %
100-3210-30-522310	BUILDING OPERATING LEASE	61,882	669,077	733,000	91.28 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	236	799	2,000	39.96 %
100-3210-30-523200	COMMUNICATIONS	17,181	211,418	242,992	87.01 %
100-3210-30-523250	POSTAGE	262	1,617	3,000	53.89 %
100-3210-30-523300	ADVERTISING	354	8,813	20,000	44.06 %
100-3210-30-523400	PRINTING & BINDING	10	8,225	12,500	65.80 %
100-3210-30-523500	TRAVEL	7,180	60,982	65,000	93.82 %
100-3210-30-523600	DUES & FEES	11,249	22,685	25,800	87.93 %
100-3210-30-523700	EDUCATION/TRAINING	9,073	78,884	175,500	44.95 %
100-3210-30-523900	CONTRACTUAL SERVICES	-	-	7,500	- %
100-3210-30-523950	MERCHANT SVCS CHARGES	255	2,382	2,500	95.28 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	5,627	73,020	80,000	91.27 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	274	1,541	2,000	77.05 %
100-3210-30-531220	NATURAL GAS	2,314	15,372	17,000	90.42 %
100-3210-30-531230	ELECTRICITY	9,172	48,341	55,000	87.89 %
100-3210-30-531270	GASOLINE	55,578	610,092	695,000	87.78 %
100-3210-30-531300	HOSPITALITY	1,591	21,770	30,000	72.57 %
100-3210-30-531600	POLICE EQUIPMENT	15,797	79,107	167,520	47.22 %
100-3210-30-531750	UNIFORMS	21,775	196,588	249,130	78.91 %
100-3210-30-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		353,929	4,459,143	5,590,907	79.76 %
TOTAL POLICE		1,899,213	23,071,497	26,818,559	86.03 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	685,700	7,840,894	8,677,789	90.36 %
100-3510-30-511110	BONUSES	-	258,900	207,700	124.65 %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	10,625	124,101	150,000	82.73 %
100-3510-30-511300	OVERTIME	37,974	442,121	415,000	106.54 %
100-3510-30-512101	HEALTH INSURANCE	145,596	1,508,257	1,592,560	94.71 %
100-3510-30-512102	DISABILITY INSURANCE	1,944	104,405	66,793	156.31 %
100-3510-30-512103	DENTAL INSURANCE	6,678	70,608	79,709	88.58 %
100-3510-30-512104	LIFE INSURANCE	3,951	54,956	66,977	82.05 %
100-3510-30-512200	SOCIAL SECURITY	42,951	503,431	538,023	93.57 %
100-3510-30-512300	MEDICARE	10,045	118,482	125,828	94.16 %
100-3510-30-512401	RETIREMENT 401A	73,384	817,327	991,335	82.45 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	31,210	350,062	433,889	80.68 %
100-3510-30-512600	UNEMPLOYMENT TAX	13	11,467	15,000	76.45 %
100-3510-30-512700	WORKERS' COMPENSATION	1,990	215,764	223,556	96.51 %
Salaries & Benefits		1,052,060	12,420,776	13,584,159	91.44 %
100-3510-30-521200	PROFESSIONAL SERVICES	-	2,801	14,300	19.59 %
100-3510-30-521300	TECHNICAL SERVICES	72	94,954	137,645	68.98 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	1,536	50,117	66,500	75.36 %
100-3510-30-522220	REP & MAINT-BUILDINGS	4,001	54,656	60,300	90.64 %
100-3510-30-522230	REP & MAINT-VEHICLES	9,633	272,344	257,000	105.97 %
100-3510-30-523200	COMMUNICATIONS	4,792	50,005	53,000	94.35 %
100-3510-30-523400	PRINTING & BINDING	-	2,594	3,800	68.26 %
100-3510-30-523500	TRAVEL	4,208	43,095	48,000	89.78 %
100-3510-30-523600	DUES & FEES	94	12,433	12,000	103.61 %
100-3510-30-523700	EDUCATION/TRAINING	1,024	41,217	76,000	54.23 %
100-3510-30-523900	CONTRACTUAL SERVICES	47,878	139,057	154,000	90.30 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	3,918	82,701	82,500	100.24 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	11,569	96,346	130,000	74.11 %
100-3510-30-531210	WATER	1,208	12,679	25,000	50.72 %
100-3510-30-531220	NATURAL GAS	2,898	17,504	35,000	50.01 %
100-3510-30-531230	ELECTRICITY	4,140	29,348	52,000	56.44 %
100-3510-30-531270	GASOLINE	15,951	197,279	315,000	62.63 %
100-3510-30-531300	HOSPITALITY	593	8,484	14,560	58.27 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	963	35,978	70,000	51.40 %
100-3510-30-531750	UNIFORMS	4,576	105,090	138,000	76.15 %
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	-	1,056,271	1,178,929	89.60 %
100-3510-30-582200	CAPITAL LEASE INTEREST	-	96,548	91,277	105.78 %
Operations & Capital		119,054	2,504,401	3,067,811	81.63 %
TOTAL FIRE		1,171,114	14,925,176	16,651,970	89.63 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	8,410	94,195	108,735	86.63 %
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	289	571	50.55 %
100-3810-30-512103	DENTAL INSURANCE	28	298	343	86.74 %
100-3810-30-512104	LIFE INSURANCE	72	590	847	69.61 %
100-3810-30-512200	SOCIAL SECURITY	523	6,070	6,642	91.39 %
100-3810-30-512300	MEDICARE	122	1,420	1,577	90.02 %
100-3810-30-512401	401A RETIREMENT	930	10,326	13,048	79.14 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	421	3,364	5,437	61.88 %
100-3810-30-512600	UNEMPLOYMENT TAX	-	91	109	83.10 %
100-3810-30-512700	WORKERS' COMPENSATION	-	241	317	76.14 %
Salaries & Benefits		10,540	124,484	146,048	85.23 %
100-3810-30-521200	PROFESSIONAL SERVICES	-	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	761	3,790	5,000	75.81 %
100-3810-30-523200	COMMUNICATIONS	287	3,165	2,400	131.86 %
100-3810-30-523500	TRAVEL	-	60	5,500	1.09 %
100-3810-30-523700	EDUCATION/TRAINING	-	-	1,000	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	-	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	-	654,141	675,000	96.91 %
100-3810-30-579000	CONTINGENCY	-	-	50,000	- %
Operations & Capital		1,048	941,500	1,165,600	80.77 %
TOTAL EMERGENCY MANAGEMENT		11,588	1,065,983	1,311,648	81.27 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	237,332	2,538,902	2,966,437	85.59 %
100-4100-40-511110	BONUSES	-	51,475	55,425	92.87 %
100-4100-40-512101	HEALTH INSURANCE	39,457	392,457	392,236	100.06 %
100-4100-40-512102	DISABILITY INSURANCE	867	11,642	19,410	59.98 %
100-4100-40-512103	DENTAL INSURANCE	1,976	20,096	22,123	90.84 %
100-4100-40-512104	LIFE INSURANCE	1,676	22,861	22,526	101.49 %
100-4100-40-512200	SOCIAL SECURITY	14,200	153,648	183,919	83.54 %
100-4100-40-512300	MEDICARE	3,321	36,244	43,013	84.26 %
100-4100-40-512401	401A RETIREMENT	24,565	260,045	343,722	75.66 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	10,619	113,195	148,322	76.32 %
100-4100-40-512600	UNEMPLOYMENT TAX	118	3,485	3,450	101.02 %
100-4100-40-512700	WORKERS' COMPENSATION	-	45,459	47,597	95.51 %
Salaries & Benefits		334,130	3,649,510	4,248,180	85.91 %
100-4100-40-521200	PROFESSIONAL SERVICES	3,520	34,840	70,000	49.77 %
100-4100-40-521300	TECHNICAL SERVICES	-	216,597	295,426	73.32 %
100-4100-40-522230	REP & MAINT-VEHICLES	40	14,242	18,000	79.12 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	12,024	45,481	75,000	60.64 %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	31,563	45,300	69.67 %
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	3,099	31,047	44,444	69.86 %
100-4100-40-523500	TRAVEL	61	6,178	17,500	35.31 %
100-4100-40-523600	DUES & FEES	63	5,724	7,000	81.77 %
100-4100-40-523700	EDUCATION/TRAINING	645	15,624	25,000	62.50 %
100-4100-40-523900	CONTRACTUAL SERVICES	495,143	4,041,905	5,079,700	79.57 %
100-4100-40-523900 REMVL	CONTRACTUAL SERVICES	50,594	283,777	350,000	81.08 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	1,032	33,925	50,000	67.85 %
100-4100-40-531235	STREET LIGHTS	243,305	1,329,536	1,575,000	84.42 %
100-4100-40-531270	GASOLINE	2,360	29,042	45,000	64.54 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	9,020	18,123	41,000	44.20 %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	-	5,000	- %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	30,157	155,043	200,000	77.52 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	3,892	13,036	33,000	39.50 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	30,817	214,723	300,000	71.57 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	624	43,814	41,000	106.86 %
100-4100-40-531750	UNIFORMS	587	8,710	10,400	83.75 %
100-4100-40-542100	MACHINERY & EQUIPMENT	-	88,700	125,000	70.96 %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	-	116,781	175,000	66.73 %
100-4100-40-579000	CONTINGENCIES	-	-	200,000	- %
Operations & Capital		886,984	6,854,175	8,977,770	76.35 %
TOTAL PUBLIC WORKS		1,221,114	10,503,684	13,225,950	79.42 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	11,057	125,250	138,795	90.24 %
100-4900-10-511110	BONUSES	-	3,825	4,275	89.47 %
100-4900-10-512101	HEALTH INSURANCE	1,161	15,523	16,762	92.61 %
100-4900-10-512102	DISABILITY INSURANCE	46	462	1,142	40.48 %
100-4900-10-512103	DENTAL INSURANCE	46	589	563	104.67 %
100-4900-10-512104	LIFE INSURANCE	95	947	1,032	91.72 %
100-4900-10-512200	SOCIAL SECURITY	654	7,627	5,411	140.95 %
100-4900-10-512300	MEDICARE	153	1,784	2,013	88.61 %
100-4900-10-512401	401A RETIREMENT	1,224	13,628	14,655	92.99 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	552	6,201	6,940	89.36 %
100-4900-10-512600	UNEMPLOYMENT TAX	-	212	694	30.50 %
100-4900-10-512700	WORKERS' COMPENSATION	-	313	353	88.56 %
Salaries & Benefits		14,988	176,360	192,635	91.55 %
100-4900-10-521200	PROFESSIONAL SERVICES	6,143	106,473	130,000	81.90 %
100-4900-10-521300	TECHNICAL SERVICES	-	19,414	20,000	97.07 %
100-4900-10-523200	COMMUNICATIONS	78	862	1,000	86.17 %
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		6,221	127,778	166,500	76.74 %
TOTAL FLEET MANAGEMENT		21,209	304,138	359,135	84.69 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	72,758	808,173	934,469	86.48 %
100-6110-50-511110	BONUSES	-	22,900	27,675	82.75 %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	21,066	196,134	250,000	78.45 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	10,040	110,008	145,000	75.87 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	780	16,230	95,000	17.08 %
100-6110-50-512101	HEALTH INSURANCE	9,844	95,216	121,380	78.44 %
100-6110-50-512102	DISABILITY INSURANCE	290	2,693	7,421	36.29 %
100-6110-50-512103	DENTAL INSURANCE	403	4,096	6,903	59.33 %
100-6110-50-512104	LIFE INSURANCE	570	5,472	7,987	68.52 %
100-6110-50-512200	SOCIAL SECURITY	6,380	68,580	63,437	108.11 %
100-6110-50-512300	MEDICARE	1,492	16,294	15,350	106.15 %
100-6110-50-512401	401A RETIREMENT	7,648	81,706	112,136	72.86 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	3,461	37,569	46,723	80.41 %
100-6110-50-512600	UNEMPLOYMENT TAX	326	3,303	9,100	36.29 %
100-6110-50-512700	WORKERS' COMPENSATION	-	25,121	25,689	97.79 %
Salaries & Benefits		135,059	1,493,494	1,868,270	79.94 %
100-6110-50-521300	TECHNICAL SERVICES	-	15,843	14,818	106.92 %
100-6110-50-522100	CLEANING SERVICES	3,610	123,565	110,000	112.33 %
100-6110-50-522220	REP & MAINT-BUILDINGS	433	15,235	10,000	152.35 %
100-6110-50-522230	REP & MAINT-VEHICLES	815	15,052	8,000	188.14 %
100-6110-50-522240	REP & MAINT-PARKS	31,788	579,263	443,000	130.76 %
100-6110-50-523200	COMMUNICATIONS	1,583	12,789	17,005	75.21 %
100-6110-50-523300	ADVERTISING	2,936	22,467	10,000	224.67 %
100-6110-50-523500	TRAVEL	609	2,478	7,000	35.40 %
100-6110-50-523600	DUES & FEES	170	3,277	5,000	65.53 %
100-6110-50-523700	EDUCATION/TRAINING	-	4,202	6,000	70.03 %
100-6110-50-523900	CONTRACTUAL SERVICES	105,052	652,749	850,000	76.79 %
100-6110-50-523950	MERCHANT SVCS CHARGES	2,456	15,678	12,500	125.43 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	98	6,347	8,000	79.34 %
100-6110-50-531102	PROGRAM SUPPLIES	20,332	82,683	70,000	118.12 %
100-6110-50-531210	WATER	2,088	32,481	66,500	48.84 %
100-6110-50-531220	NATURAL GAS	1,835	12,041	13,500	89.19 %
100-6110-50-531230	ELECTRICITY	23,347	134,171	162,245	82.70 %
100-6110-50-531270	GASOLINE	2,456	20,364	30,000	67.88 %
100-6110-50-531300	HOSPITALITY	56	1,354	2,000	67.72 %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	11,423	53,281	50,000	106.56 %
100-6110-50-531750	UNIFORMS	65	3,887	4,000	97.18 %
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		211,151	1,863,668	2,102,068	88.66 %
TOTAL PARKS & RECREATION		346,209	3,357,162	3,970,338	84.56 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	248,371	2,590,583	3,295,772	78.60 %
100-7450-60-511110	BONUSES	-	53,700	75,875	70.77 %
100-7450-60-512101	HEALTH INSURANCE	42,674	421,136	585,081	71.98 %
100-7450-60-512102	DISABILITY INSURANCE	943	9,516	25,119	37.88 %
100-7450-60-512103	DENTAL INSURANCE	1,682	16,886	28,636	58.97 %
100-7450-60-512104	LIFE INSURANCE	1,864	18,755	25,978	72.20 %
100-7450-60-512200	SOCIAL SECURITY	14,880	157,540	194,838	80.86 %
100-7450-60-512300	MEDICARE	3,480	36,921	47,789	77.26 %
100-7450-60-512401	401A RETIREMENT	24,324	253,347	395,493	64.06 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	10,244	108,691	164,789	65.96 %
100-7450-60-512600	UNEMPLOYMENT TAX	113	4,521	4,500	100.47 %
100-7450-60-512700	WORKERS' COMPENSATION	-	28,470	28,775	98.94 %
Salaries & Benefits		348,576	3,700,065	4,872,645	75.94 %
100-7450-60-521200	PROFESSIONAL SERVICES	4,425	195,820	300,000	65.27 %
100-7450-60-521300	TECHNICAL SERVICES	-	124,387	231,500	53.73 %
100-7450-60-522230	REP & MAINT-VEHICLES	963	14,034	15,000	93.56 %
100-7450-60-523200	COMMUNICATIONS	2,638	26,753	30,250	88.44 %
100-7450-60-523300	ADVERTISING	781	17,135	20,000	85.68 %
100-7450-60-523500	TRAVEL	1,396	12,675	13,000	97.50 %
100-7450-60-523600	DUES & FEES	78	7,189	12,000	59.91 %
100-7450-60-523700	EDUCATION/TRAINING	413	22,047	24,500	89.99 %
100-7450-60-523900	CONTRACTUAL SERVICES	14,520	111,935	120,000	93.28 %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	1,558	8,098	16,000	50.61 %
100-7450-60-531270	GASOLINE	3,245	33,007	45,000	73.35 %
100-7450-60-531300	HOSPITALITY	1,079	9,647	10,000	96.47 %
100-7450-60-531750	UNIFORMS	710	4,831	7,500	64.42 %
100-7450-60-542300	FURNITURE & FIXTURES	-	11,833	39,000	30.34 %
100-7450-60-579000	CONTINGENCIES	-	-	25,000	- %
Operations & Capital		31,805	599,391	908,750	65.96 %
TOTAL COMMUNITY DEVELOPMENT		380,381	4,299,456	5,781,395	74.37 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
<i>ECONOMIC DEVELOPMENT EXPENDITURES</i>					
100-7520-60-511100	SALARIES	12,477	113,298	264,683	42.80 %
100-7520-60-511110	BONUSES	-	3,000	3,000	100.00 %
100-7520-60-512101	HEALTH INSURANCE	1,161	9,552	10,097	94.60 %
100-7520-60-512102	DISABILITY INSURANCE	49	368	1,142	32.18 %
100-7520-60-512103	DENTAL INSURANCE	18	191	220	86.92 %
100-7520-60-512104	LIFE INSURANCE	100	753	752	100.13 %
100-7520-60-512200	SOCIAL SECURITY	751	7,007	12,510	56.01 %
100-7520-60-512300	MEDICARE	176	1,639	3,838	42.70 %
100-7520-60-512401	401A RETIREMENT	1,204	8,727	31,762	27.48 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	582	4,505	13,234	34.04 %
100-7520-60-512600	UNEMPLOYMENT TAX	8	355	1,323	26.81 %
100-7520-60-512700	WORKERS' COMPENSATION	-	773	829	93.25 %
Salaries & Benefits		16,525	150,166	343,390	43.73 %
100-7520-60-521205	PROF SVCS-OTHER	-	30,340	175,000	17.34 %
100-7520-60-523200	COMMUNICATIONS	88	774	1,104	70.14 %
100-7520-60-523300	ADVERTISING	-	14,100	29,778	47.35 %
100-7520-60-523500	TRAVEL	29	749	4,164	18.00 %
100-7520-60-523600	DUES & FEES	246	14,822	25,597	57.91 %
100-7520-60-523700	EDUCATION/TRAINING	800	1,830	6,200	29.52 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	42	297	500	59.36 %
100-7520-60-531300	HOSPITALITY	628	5,247	37,897	13.84 %
Operations & Capital		1,834	68,159	280,240	24.32 %
TOTAL ECONOMIC DEVELOPMENT		18,359	218,325	623,630	35.01 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	17,655	192,869	210,549	91.60 %
100-9000-90-582300	NOTE INTEREST EXPENSE	1,956	22,850	24,781	92.21 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	1,850,732	21,215,528	23,066,260	91.98 %
100-9000-90-611352	TRANSFER OUT TO FLEET	335,807	3,693,873	4,029,680	91.67 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	13,114,428	13,614,428	96.33 %
100-9000-90-611561	XFER OUT TO STORMWATER	158,750	1,746,250	1,905,000	91.67 %
Operations & Capital		2,364,899	39,985,798	42,850,698	93.31 %
	TOTAL TRANSFERS	2,364,899	39,985,798	42,850,698	93.31 %
	TOTAL EXPENDITURES	\$8,828,585	\$115,561,000	\$134,403,867	85.98 %
GENERAL FUND - 100		(\$3,147,074)	\$7,286,592	(\$24,713,447)	(29.48%)

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	-	60,550	10,000	605.50 %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	2,502	214,014	125,000	171.21 %
	TOTAL FINES & FORFEITURES	2,502	274,564	135,000	203.38 %
	TOTAL REVENUES	\$2,502	\$274,564	\$135,000	203.38 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	-	-	5,000	- %
210-3210-30-523700	EDUCATION/TRAINING	-	19,000	19,500	97.44 %
210-3210-30-531100	GENERAL OPERATING SUPPLIES	-	124	-	- %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	2,432	24,678	160,000	15.42 %
210-3210-30-531750	UNIFORMS	-	32,345	-	- %
210-3210-30-542200	MOTOR VEHICLES	45,450	130,450	-	- %
	TOTAL POLICE	47,882	206,598	184,500	111.98 %
	TOTAL EXPENDITURES	\$47,882	\$206,598	\$184,500	111.98 %
CONFISCATED ASSET FUND - 210		(\$45,380)	\$67,966	(\$49,500)	(137.30%)

**E911 FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
215-0000-30-342500	ALL REVENUE	299,320	3,098,365	3,000,000	103.28 %
	TOTAL CHARGES & FEES	299,320	3,098,365	3,000,000	103.28 %
	TOTAL REVENUES	\$299,320	\$3,098,365	\$3,000,000	103.28 %
EMERGENCY MANAGEMENT EXPENDITURES					
215-3810-30-572000	PAYMENTS TO OTHER AGENCIES	299,320	3,098,365	3,000,000	103.28 %
	TOTAL EMERGENCY MANAGEMENT	299,320	3,098,365	3,000,000	103.28 %
	TOTAL EXPENDITURES	\$299,320	\$3,098,365	\$3,000,000	103.28 %
E911 FUND - 215		\$-	\$-	\$-	- %

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	66,277	302,963	600,000	50.49 %
	TOTAL CHARGES & FEES	66,277	302,963	600,000	50.49 %
	TOTAL REVENUES	\$66,277	\$302,963	\$600,000	50.49 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-511100	SALARIES	5,414	47,378	65,000	72.89 %
220-6240-00-512101	HEALTH INSURANCE	523	4,059	20,395	19.90 %
220-6240-00-512102	DISABILITY INSURANCE	23	273	571	47.81 %
220-6240-00-512103	DENTAL INSURANCE	18	140	1,185	11.84 %
220-6240-00-512104	LIFE INSURANCE	46	377	767	49.18 %
220-6240-00-512200	SOCIAL SECURITY	332	2,789	3,887	71.74 %
220-6240-00-512300	MEDICARE	78	795	909	87.51 %
220-6240-00-512401	401A RETIREMENT	650	3,801	7,524	50.52 %
220-6240-00-512402	401A RETIREMENT-457 MATCH	-	617	3,135	19.69 %
220-6240-00-512600	UNEMPLOYMENT TAX	-	5	75	6.40 %
220-6240-00-512700	WORKERS' COMPENSATION	-	625	650	96.11 %
	TOTAL TREE FUND EXPENSE	7,084	60,859	104,098	58.46 %
TRANSFERS OUT EXPENDITURES					
220-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	-	430,702	- %
	TOTAL TRANSFERS OUT	-	-	430,702	- %
	TOTAL EXPENDITURES	\$7,084	\$60,859	\$534,800	11.38 %
TREE FUND - 220		\$59,193	\$242,104	\$65,200	371.32 %

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	112,785	1,052,413	775,000	135.80 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	10,431	110,311	60,000	183.85 %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	29,998	448,950	440,000	102.03 %
	TOTAL CHARGES & FEES	153,214	1,611,674	1,275,000	126.41 %
	TOTAL REVENUES	\$153,214	\$1,611,674	\$1,275,000	126.41 %
IMPFEE/COMMDEV ADMIN COSTS EXPENDITURES					
225-7450-60-521200	PROFESSIONAL SERVICES	4,632	4,632	-	- %
	TOTAL IMPFEE/COMMDEV ADMIN COS	4,632	4,632	-	- %

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
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	\$4,632	\$4,632	\$5,640,692	0.08 %
IMPACT FEE FUND - 225		\$148,582	\$1,607,042	(\$4,365,692)	(36.81%)

**CDBG FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	12,825	94,048	-	- %
	TOTAL INVESTMENT INCOME	12,825	94,048	-	- %
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	\$12,825	\$651,957	\$648,339	100.56 %
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	-	1,801	-	- %
245-7450-60-541400 AC182	INFRASTRUCTURE	28,565	242,992	2,381,965	10.20 %
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	28,565	244,793	3,155,042	7.76 %
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	\$28,565	\$610,090	\$3,520,339	17.33 %
CDBG FUND - 245		(\$15,740)	\$41,867	(\$2,872,000)	(1.46%)

**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	407,639	3,984,188	3,500,000	113.83 %
	TOTAL TAXES	407,639	3,984,188	3,500,000	113.83 %
	TOTAL REVENUES	\$407,639	\$3,984,188	\$3,500,000	113.83 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	116,422	1,137,884	999,600	113.83 %
275-9000-90-611555	TRANSFER OUT TO ARTS CENTER	160,202	1,565,786	1,375,500	113.83 %
275-9000-90-611850	TRANSFER TO HOSPITALITY	131,015	1,280,518	1,124,900	113.83 %
	TOTAL TRANSFERS	407,639	3,984,188	3,500,000	113.83 %
	TOTAL EXPENDITURES	\$407,639	\$3,984,188	\$3,500,000	113.83 %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	7,918	70,916	75,000	94.55 %
	TOTAL TAXES	7,918	70,916	75,000	94.55 %
	TOTAL REVENUES	\$7,918	\$70,916	\$75,000	94.55 %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	7,918	70,916	75,000	94.55 %
	TOTAL RMVET EXPENDITURES	7,918	70,916	75,000	94.55 %
	TOTAL EXPENDITURES	\$7,918	\$70,916	\$75,000	94.55 %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	MAY 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	38,620	1,392,161	4,893,911	4,800,000	(93,911)
TEI-Riverview@Northside	TS106	3,417	33,589	3,935,737	4,402,748	467,011
TEI-SCOOT Upgrade	TS107	-	-	1,484,961	1,484,961	-
TEI-Roswell@Dalrymple	TS108	-	17,126	270,586	2,840,000	2,569,414
TEI-MountParan@PowersFerry	TS110	-	-	346,739	346,739	-
TEI-Spalding@Pitts	TS111	1,520	475,252	894,632	2,818,179	1,923,547
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	111,200	385,888	675,964	759,155	83,191
SWP-DunwoodyClub:Spalding/Fenimore	TS169	-	25,793	1,036,283	1,165,000	128,717
SWP-InterstateN:CityLimit/Northside	TS170	-	635,464	2,594,977	2,646,272	51,295
SWP-Roberts:Northridge/DavisAcademy	TS171	-	-	446,377	446,377	-
SWP-BrandonMill:LostForest/BrandonR	TS172	4,763	21,213	276,193	2,465,000	2,188,807
JohnsonFerry/MountVernon Efficiency	TS191	151,813	4,255,272	6,556,287	26,300,000	19,743,713
MountVernon Multiuse Path	TS192	999,820	1,941,727	4,061,795	13,474,500	9,412,705
Hammond Phase 1 (ROW/Design)	TS193	-	71,928	12,504,958	12,498,000	(6,958)
T-SPLOST Admin Costs	TS999	85,576	835,060	5,588,836	7,550,000	1,961,164
		\$1,396,729	\$9,604,805	\$53,502,906	\$101,491,298	\$47,988,392
TSPLOST-2016 FUND - 335		(\$1,396,729)	(\$9,604,805)	\$42,088,392	\$-	(\$42,088,392)

**TSPLOST-2021 FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/11/2023

PROJECT DESCRIPTION	PROJ #	MAY MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		1,918,854	19,741,064	25,792,659	114,680,913	88,888,254
		\$1,918,854	\$19,741,064	\$25,792,659	\$114,680,913	\$88,888,254
INFRASTRUCTURE						
TIER 1 - UNCOMMITTED	S2100	-	-	-	1,153	1,153
OSI-Fiber:RingA	S2101	-	900	689,695	1,500,000	810,305
OSI-Fiber:FireStation#3	S2102	-	-	-	650,000	650,000
OSI-JohnsonFerry@PtreeDunwoody	S2103	9,105	9,105	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	-	-	138,267	2,400,000	2,261,733
PSW-Windsor Gaps	S2161	-	-	209,689	925,000	715,311
PSW-Northland:Landmark/Northland	S2163	-	2,020	54,840	115,000	60,160
PSW-Evergreen:Greenwood/PtreeDunwoo	S2164	-	1,500	64,540	355,000	290,460
PSW-Riverside:I285/MtVernon	S2165	15,736	15,736	160,675	885,000	724,325
PSW-MtVernon:GlenErrol/500	S2167	15,963	16,483	82,300	450,000	367,700
PSW-Hilderbrand:Gym/Roswell	S2168	3,318	20,848	95,107	520,000	424,893
PSW-Carpenter:345	S2169	-	-	-	85,000	85,000
PSW-MtVernon:DeClaire/LongIsland	S2170	25,146	37,248	76,959	215,000	138,041
PSW-Dalrymple:Glencourtney/605	S2171	-	-	-	1,200,000	1,200,000
PSW-Glenridge:Canopy/GlenridgeClose	S2172	-	3,720	42,020	225,000	182,980
PSW-LongIsland:5910	S2174	-	-	-	75,000	75,000
PSW-Trowbridge:SpaldingTrail/Trowbr	S2175	30,807	32,827	72,520	95,000	22,480
PSW-PowersFerry:NewNorthside/6201	S2177	18,739	47,547	103,464	385,000	281,536
PSW-Spalding:NesbittFerry/SpaldingL	S2179	-	1,500	62,140	550,000	487,860
PSW-HolcombBridge:RiverExchange/Spa	S2182	-	-	-	450,000	450,000
PSW-JettFerry:JettFerryCt/Spalding	S2184	6,356	46,594	130,783	700,000	569,217
PSW-LakeForest Sidewalk	S2185	35,067	82,116	220,731	2,140,000	1,919,269
PSW-MtParan&PowersFerry:Rebel/Carol	S2186	30,132	55,610	246,591	2,400,000	2,153,409
Gap Fill Sidewalks	S2188	10,134	40,608	155,625	500,000	344,375
PSW-UNASSIGNED	S2189	-	-	-	80,000	80,000
CRL-Hammond Drive Widening	S2193	458,251	2,373,736	4,575,280	35,000,000	30,424,720
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
		\$658,755	\$2,788,097	\$10,585,217	\$114,680,913	\$104,095,696
TSPLOST-2021 FUND - 336		\$1,260,099	\$16,952,967	\$15,207,442	\$-	(\$15,207,442)

PROJECT DESCRIPTION	PROJ #	MAY 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	-	37,300	97,452	100,000	2,548
WAYFINDING SIGNAGE	F2101	9,357	467,606	821,032	1,500,000	678,968
CISTERN IMPROVEMENTS	F2102	525	32,510	637,429	685,000	47,571
CITY CENTER MASTER PLAN UPDATE	F2103	-	56,059	194,144	194,144	-
VETERANS PARK	F2104	53,356	997,120	1,820,294	4,536,000	2,715,706
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	27,233	214,974	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	-
CITY SPRINGS - ARTIFICIAL TURF	F2302	4,600	14,850	46,600	350,000	303,400
CITY SPRINGS - ELECTRICAL	F2303	-	26,685	29,650	50,000	20,350
TEMP FIRE STATION 1	F2305	-	63,575	77,909	177,909	100,000
FIREFIGHTER TURN OUT GEAR	FD221	-	147,279	327,446	346,000	18,554
ADMIN VEHICLES	FD224	-	349,664	349,664	349,664	-
FIRE DEPT RADIOS	FD225	-	164,180	628,082	628,082	-
ALERTING SYSTEM (WESTNET)	FD231	31,698	95,963	169,924	202,000	32,076
FIRE EQUIPMENT REPLACEMENT	FD232	22,161	49,807	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	-
		\$148,929	\$2,891,510	\$8,685,057	\$15,092,160	\$6,407,103
CITY CENTER						
LAND ACQUISITION & DEMOLITION	CC001	16,750	1,570,847	35,726,467	35,855,213	128,746
UTILITIES RELOCATION	CC006	-	(335,834)	4,246,520	6,734,555	2,488,035
SANDY SPRINGS CIRCLE PHASE 2	CC010	6,595	10,032	6,981,638	7,507,570	525,932
		\$23,345	\$1,245,044	\$46,954,625	\$50,097,338	\$3,142,713
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	1,270	358,621	525,158	555,184	30,026
		\$1,270	\$358,621	\$525,158	\$555,184	\$30,026
V2201						
FLEET ELECTRIC VEHICLES	V2201	-	2,421	227,499	380,260	152,761
		\$-	\$2,421	\$227,499	\$380,260	\$152,761

PROJECT DESCRIPTION	PROJ #	MAY MTD ACTUAL	2023 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	54,115	160,976	2,084,930	8,406,826	6,321,896
CHATTAHOOCHEE RIVER BRIDGE	T0035	-	-	143,566	860,000	716,434
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	-	8,447	1,725,038	1,937,354	212,316
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	84,777	1,071,397	2,258,390	2,310,937	52,547
SR140 HOLCOMB @ SPALDING ROW	T0066	100	109,099	124,899	450,000	325,101
MT VERNON @ DUPREE SIGNAL	T0067	-	32,129	329,511	329,511	-
PEACHTREE-DUNWOODY@WINDSOR	T0069	-	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	912,261	5,225,000	4,312,739
I285 ROSWELL RD INNOVATIVE INTERSEC	T2209	-	-	-	150,000	150,000
BRT JOINT FEASIBILITY STUDY	T2210	-	-	-	50,000	50,000
BRIDGE IMPROVEMENTS	T2212	15,580	26,181	100,000	100,000	-
NEIGHBORHOOD LIGHTING PROGRAM	T2213	-	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	12,228	12,228	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	12,425	40,325	69,500	225,000	155,500
PAVEMENT MANAGEMENT PROGRAM	T3000	1,748,442	4,361,930	66,438,187	67,007,358	569,170
CITY BEAUTIFICATION PROGRAM	T4000	23,623	143,489	434,356	912,572	478,216
SIDEWALK PROGRAM	T6000	-	35,728	10,315,838	10,630,500	314,662
INTERSECTIONS & OPERATIONAL	T7000	26,916	287,146	6,888,413	7,866,048	977,635
GUARDRAIL REPLACEMENT PROGRAM	T7500	740	95,192	769,668	1,584,150	814,482
LAKE FORREST DAM MAINTENANCE	T9000	4,993	33,408	1,756,676	3,554,882	1,798,206
BRIDGE & DAM MAINTENANCE	T9100	526,388	709,480	2,310,864	2,420,000	109,136
TRAFFIC MANAGEMENT PROGRAM	T9500	108,279	832,321	7,695,401	7,904,238	208,837
TMC FIBER PROGRAM	T9510	-	4,163	14,704	300,000	285,296
PUBLIC SAFETY BUILDING FIBER	T9520	-	15,620	286,680	500,000	213,320
TRAFFIC CALMING	T9600	-	34,609	354,221	429,823	75,602
		\$2,618,606	\$10,119,200	\$115,140,367	\$140,581,285	\$25,440,918

PROJECT DESCRIPTION	PROJ #	MAY 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	27,580	221,749	4,618,719	4,958,981	340,262
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	463,578	523,607	60,029
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	750	750	3,305,805	3,350,000	44,195
TRAIL SEGMENT 2A P&E AND CONST	P2201	306,415	970,359	7,859,244	9,030,000	1,170,756
TRAIL ROW ACQUISITION	P2202	-	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	14,925	175,175	777,000	777,000	-
SUSTAINABILITY PLAN/POLICY	P2206	-	-	-	75,000	75,000
TREE FUND INVASIVE SPECIES REMOVAL	P2207	3,386	34,187	71,211	76,495	5,284
TREE FUND TREES ATLANTA PARTNERSHIP	P2208	55,750	60,750	163,200	202,450	39,250
TREE FUND CAPITAL PROJECTS	P2209	-	61,382	205,548	229,000	23,452
TREE FUND SURVEYS	P2210	-	10,000	34,000	34,000	-
TREE FUND MAINTENANCE	P2211	9,380	98,603	101,608	122,000	20,392
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	198,424	453,150	1,342,200	1,500,000	157,800
TREE FUND EDUCATION	P2301	1,953	3,511	3,511	20,000	16,489
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	45,439	340,837	340,837	349,530	8,693
		\$664,002	\$2,967,458	\$37,873,100	\$50,037,269	\$12,164,169
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	13,125	131,978	219,250	227,000	7,750
		\$13,125	\$131,978	\$219,250	\$227,000	\$7,750
C CD233						
Zoning Code Review	CD233	27,785	27,785	100,000	100,000	-
		\$27,785	\$27,785	\$100,000	\$100,000	\$-
I IT231						
WORKSTATION REPLACE/UPGRADE	IT231	-	242,110	242,110	242,110	-
		\$-	\$242,110	\$242,110	\$242,110	\$-
CAPITAL PROJECTS FUND - 351		\$3,497,063	\$18,066,770	\$210,410,613	\$260,929,939	\$50,519,326

**FLEET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
352-0000-90-391100	TRANSFER IN FROM GENERAL FUND	335,807	6,693,873	7,029,680	95.22 %
	TOTAL OTHER FINANCING SOURCES	335,807	6,693,873	7,029,680	95.22 %
	TOTAL REVENUES	\$335,807	\$6,693,873	\$7,029,680	95.22 %
POLICE CAPITAL EXPENDITURE EXPENDITURES					
352-3210-30-542200 FL234	MOTOR VEHICLES	-	61,405	61,405	100.00 %
352-3210-30-542200 FL235	MOTOR VEHICLES	-	1,304,605	1,593,839	81.85 %
	TOTAL POLICE CAPITAL EXPENDITURE	-	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	1,314	1,910,862	1,959,680	97.51 %
	TOTAL FIRE CAPITAL EXPENDITURE	1,314	1,996,105	2,135,500	93.47 %
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	\$1,314	\$3,689,566	\$7,029,680	52.49 %
FLEET FUND - 352		\$334,493	\$3,004,308	\$-	- %

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	13	750,437	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		13	483,328,794	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	-	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		-	80,505,685	80,505,685	100.00 %
TOTAL REVENUES		\$13	\$563,834,479	\$564,334,314	99.91 %
PUBLIC FACILITIES AUTHORITY EXPENDITURES					
360-1565-00-541300 PF008	BUILDINGS	-	44,433	2,400,000	1.85 %
TOTAL PUBLIC FACILITIES AUTHORITY		-	44,433	2,400,000	1.85 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	-	12,329,613	61,818,318	19.94 %
TOTAL PUBLIC FACILITIES - PUB SAF		-	12,329,613	61,818,318	19.94 %
PUBLIC FACILITIES - FIRE EXPENDITURES					
360-3510-00-541300 PF003	BUILDINGS	16,356	8,938,231	9,000,000	99.31 %
360-3510-00-541300 PF004	BUILDINGS	264,232	1,596,485	10,900,000	14.65 %
TOTAL PUBLIC FACILITIES - FIRE		280,588	10,534,715	19,900,000	52.94 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	25	19,296,361	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	226,158,468	226,158,318	100.00 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	-	29,610,000	29,610,000	100.00 %
360-8000-00-582100	INTEREST EXPENSE	-	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		-	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		\$280,613	\$503,124,908	\$564,334,314	89.15 %
PUBLIC FACILITIES AUTHORITY - 360		(\$280,600)	\$60,709,571	\$-	- %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY 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	6,800	20,400	200,000	10.20 %
555-0000-57-347900	TIX REV - PROGRAMMING	122,315	1,319,110	1,098,000	120.14 %
555-0000-56-347910	FACILITY RENTALS	113,034	744,302	457,667	162.63 %
555-6196-56-347920	F&B REVENUE	214,329	1,397,929	551,500	253.48 %
	TOTAL CHARGES & FEES	456,478	3,500,641	2,327,167	150.43 %
555-0000-56-371000	OTHER CONTRIBUTIONS	-	-	309,300	- %
555-0000-90-389900	MISCELLANEOUS INCOME	7,629	46,648	37,500	124.39 %
	TOTAL MISCELLANEOUS	7,629	46,648	346,800	13.45 %
555-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	160,202	1,565,786	1,375,500	113.83 %
	TOTAL OTHER FINANCING SOURCES	160,202	1,565,786	1,375,500	113.83 %
555-0000-59-336000	SPONSORSHIPS	-	-	50,000	- %
	TOTAL OTHER REVENUES	-	-	50,000	- %
	TOTAL REVENUES	\$624,309	\$5,113,074	\$4,099,467	124.73 %
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	148,399	1,279,231	1,725,272	74.15 %
555-6191-51-511110	BONUSES	-	29,200	37,750	77.35 %
555-6191-51-511200	PT/TEMP EMPLOYEES	12,140	99,359	110,000	90.33 %
555-6191-51-512101	HEALTH INSURANCE	18,729	147,187	327,002	45.01 %
555-6191-51-512102	DISABILITY INSURANCE	577	4,368	14,272	30.60 %
555-6191-51-512103	DENTAL INSURANCE	1,254	7,607	19,023	39.99 %
555-6191-51-512104	LIFE INSURANCE	1,181	8,944	17,254	51.84 %
555-6191-51-512200	SOCIAL SECURITY	8,832	84,202	108,579	77.55 %
555-6191-51-512300	MEDICARE	2,066	19,692	25,393	77.55 %
555-6191-51-512401	401A RETIREMENT	10,812	104,174	210,153	49.57 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	5,467	49,254	87,564	56.25 %
555-6191-51-512600	UNEMPLOYMENT TAX	200	3,415	4,000	85.37 %
555-6191-51-512700	WORKERS' COMPENSATION	-	4,047	4,503	89.87 %
555-6191-51-521200	PROFESSIONAL SERVICES	-	-	20,000	- %
555-6191-51-521300	TECHNICAL SERVICES	7,140	93,105	97,130	95.86 %
555-6191-51-522100	CLEANING SERVICES	10,560	62,070	61,500	100.93 %
555-6191-51-523200	COMMUNICATIONS	1,923	18,170	81,300	22.35 %
555-6191-51-523300	ADVERTISING	-	99,681	154,000	64.73 %
555-6191-51-523350	PROMOTIONS	-	-	47,000	- %
555-6191-51-523400	PRINTING & BINDING	519	749	9,500	7.88 %
555-6191-51-523500	TRAVEL	-	6,624	8,050	82.29 %
555-6191-51-523600	DUES & FEES	106	7,609	9,660	78.77 %
555-6191-51-523700	EDUCATION/TRAINING	-	976	9,700	10.06 %
555-6191-51-523800	LICENSES	-	9,877	9,900	99.77 %
555-6191-51-523900	CONTRACTUAL SERVICES	-	1,295	11,000	11.77 %
555-6191-51-523950	MERCHANT SVCS CHARGES	5,666	68,403	77,000	88.84 %
555-6191-51-531100	GENERAL SUPPLIES & MATLS	1,425	6,855	6,200	110.57 %
555-6191-51-531300	HOSPITALITY	-	1,489	2,000	74.43 %
555-6191-51-531750	UNIFORMS	-	547	11,000	4.97 %
555-6191-51-541200	SITE IMPROVEMENTS	1,300	44,940	-	- %
555-6191-51-542100	MACHINERY & EQUIPMENT	-	7,531	36,895	20.41 %
555-6191-51-542300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-579000	CONTINGENCIES	-	-	40,000	- %
	TOTAL ARTS CENTER - ADMINISTRATIO	238,297	2,270,602	3,402,600	66.73 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - THEATRE EXPENDITURES					
555-6192-52-521200	PROFESSIONAL SERVICES	41,667	109,257	100,000	109.26 %
555-6192-52-522220	REP & MAINT-BUILDINGS	90	73,844	103,000	71.69 %
555-6192-52-522330	OTHER RENTALS	4,475	15,517	55,600	27.91 %
555-6192-52-523300	ADVERTISING	5,195	28,533	52,500	54.35 %
555-6192-52-523850	ARTIST FEES	6,651	812,456	1,054,750	77.03 %
555-6192-52-523900	CONTRACTUAL SERVICES	71,478	334,567	383,089	87.33 %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	1,044	7,992	26,500	30.16 %
555-6192-52-531300	HOSPITALITY	-	1,311	56,800	2.31 %
555-6192-52-531500	COSTS OF GOODS SOLD	41,683	378,274	436,591	86.64 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	14,980	39,559	72,000	54.94 %
555-6192-52-531700	OTHER SUPPLIES	-	-	4,500	- %
TOTAL ARTS CENTER - THEATRE		187,263	1,801,309	2,345,330	76.80 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - CONFERENCE CTR EXPENDITURES					
555-6193-53-522220	REP & MAINT-BUILDINGS	-	1,130	20,000	5.65 %
555-6193-53-523300	ADVERTISING	-	4,969	15,000	33.13 %
555-6193-53-523900	CONTRACTUAL SERVICES	-	104,293	104,700	99.61 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	4,258	56,918	61,000	93.31 %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	3,171	12,866	35,000	36.76 %
555-6193-53-531700	OTHER SUPPLIES	-	509	2,500	20.34 %
TOTAL ARTS CENTER - CONFERENCE		7,428	180,685	238,200	75.85 %

GL ACCOUNT	DESCRIPTION	MAY 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	- %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	2,743	77,383	107,200	72.19 %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	2,767	4,028	19,600	20.55 %
555-6195-55-531300	HOSPITALITY	-	1,487	3,800	39.12 %
555-6195-55-531350	SPECIAL EVENTS	35,665	782,917	1,042,516	75.10 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	47,000	- %
TOTAL ARTS CENTER - SPECIAL EVEN		41,176	865,814	1,220,116	70.96 %
TOTAL EXPENDITURES		\$474,164	\$5,118,410	\$7,297,146	70.14 %
CREATE SANDY SPRINGS - 555		\$150,146	(\$5,336)	(\$3,197,679)	0.17 %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	158,750	16,741,250	16,900,000	99.06 %
	TOTAL OTHER FINANCING SOURCES	158,750	16,741,250	16,900,000	99.06 %
	TOTAL REVENUES	\$158,750	\$16,741,250	\$16,900,000	99.06 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	22,580	1,427,588	1,560,696	91.47 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	-	60,487	60,487	100.00 %
561-4250-40-541450	STORMWATER IMPROVEMENT	230,719	10,752,131	11,905,587	90.31 %
561-4250-40-541450 MABRY	STORMWATER IMPROVEMENT	-	1,556,996	1,556,996	100.00 %
	TOTAL STORMWATER CAPITAL MAINT	253,299	13,797,202	15,083,766	91.47 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	8,000	261,032	263,617	99.02 %
561-4320-40-522240	REP & MAINT-OTHER	4,050	1,187,491	1,213,026	97.89 %
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	12,050	1,675,395	1,713,614	97.77 %
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	\$265,349	\$16,042,597	\$17,367,379	92.37 %
STORMWATER FUND - 561		(\$106,599)	\$698,653	(\$467,379)	(149.48%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2023**

07/12/2023

GL ACCOUNT	DESCRIPTION	MAY 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	390	500	78.00 %
	TOTAL DEVELOPMENT AUTHORITY	30	2,422	2,500	96.88 %
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	\$1,309,200	\$185,200	706.91 %
DEVELOPMENT AUTHORITY - 840		(\$30)	\$223	(\$2,500)	(8.91%)