



SANDY SPRINGS

GEORGIA

Rusty Paul, Mayor
John Paulson – District 1
Steve Soteres – District 2
Chris Burnett – District 3
Jody Reichel – District 4
Tibby DeJulio – District 5
Andy Bauman – District 6

Tuesday, September 15, 2020

Regular Meeting

Following Work Session

The September 15, 2020 Public Facilities Authority and City Council Meetings will be held virtually.

Live-stream:	Sandy Springs Facebook: https://www.facebook.com/SandySpringsGA/
	Zoom Webinar: http://spr.gs/mcc9152020
Teleconference:	Dial Options (for higher quality, dial a number based on your current location): • 1 312 626 6799 • 1 646 558 8656 • 1 301 715 8592 • 1 346 248 7799 • 1 669 900 9128 • 1 253 215 8782 Webinar ID: 858 1591 8116
Public Comment:	Public Comment Cards may be submitted online: http://www.sandyspringsga.gov/government/public-meetings-calendar

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

Including public comment as related to Resolution No. 2020-08-96, "A Resolution of the Mayor and Council of the City of Sandy Springs to Approve the Purchase of Certain Property Located at 620 Morgan Falls Road in Sandy Springs Parcel Numbers No.17 0030 LL0678 (7.42 Acres) and 17 0030 LL0587 (5.1 Acres)"

V. Approval of Meeting Agenda

VI. Consent Agenda

A. 2020-229 Meeting Minutes

September 1, 2020 City Council Work Session

September 1, 2020 City Council Regular Meeting

B. 2020-230 Request for Mayor and City Council Consideration of a Resolution to Adopt the

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

2021 City Council Meeting Schedule

(Presented by Raquel Gonzalez, City Clerk)

- C. **2020-231** Request for Mayor and City Council Consideration of a Resolution to Adopt the City of Sandy Springs 2021 Planning and Zoning Schedules and to Amend the 2020 Board of Appeals Remaining Schedule
(Presented by Ginger Sottile, Director of Community Development, Matthew Anspach, Senior Planner)
- D. **2020-232** Request for Mayor and City Council Consideration of a Resolution to Clarify and Supersede Resolution No. 2020-08-86 for the Purchase and Financing of New Equipment for the City Of Sandy Springs Fire Department and to Authorize City Manager to Execute Documentation to Effectuate Same, Including Certain Lease Documents; and for Other Purposes
(Presented by Andrea Surratt, City Manager)

VII. Presentations

VIII. Public Hearing

- A. **2020-233** ABL_71143 - Approval of Alcoholic Beverage License Application for Thrill Korean and Bar, LLC DBA Thrill Korean Steak and Bar at 5958 Roswell Road, Sandy Springs, GA 30328. Applicant is Jae Shim for Consumption on the Premises Wine, Malt Beverages, and Distilled Spirits
(Presented by Toni Carlisle, Assistant Finance Director)

IX. New Business

- A. **2020-234** Request for Mayor and City Council Consideration of a Contract Agreement with the Atlanta Regional Commission (ARC) for the Georgia Smart Communities Challenge Grant
(Presented by Kristen Wescott, Traffic / Transportation Unit Manager)
- B. **2020-235** Request for Mayor and City Council Consideration of a Master Agreement by and between the City of Sandy Springs and The Board of Regents of the University System of Georgia, by and on behalf of Kennesaw State University
(Presented by Kristin Smith, Assistant City Manager)
- C. **2020-236** Request for Mayor and City Council Consideration of a Resolution to Approve a Change Order for Kimley-Horn & Associates for Abernathy Road at Roswell Road Roadway Safety Analysis, Short Term and Long Term Intersection Improvements
(Presented by Kristen Wescott, Traffic / Transportation Unit Manager)

- D. **2020-237** Request for Mayor and City Council Consideration of Approval of a Change

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SANDY SPRINGS

GEORGIA

Order, Scope of Work and Fee, CMES, Inc. for the Spalding, Dalrymple, Trowbridge Intersection Construction Project (TS 103) and Authorization for the City Manager to Execute Revised Contract Documents

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

- E. **2020-238** Request for Mayor and City Council Consideration of a Supplemental Resolution Approving the Supplemental Bond Resolution of the City of Sandy Springs Public Facilities Authority Approving the Final Terms of the City of Sandy Springs Public Facilities Authority Taxable Refunding Revenue Bonds (City of Sandy Springs City Center Project), Series 2020

(Presented by Andrea Surratt, City Manager)

- F. **2020-239** F. Request for Mayor and City Council Consideration of a Resolution (A) Approving the Bond Resolution the City of Sandy Springs Public Facilities Authority Authorizing the Issuance of the City of Sandy Springs Public Facilities Authority Revenue Bonds (Public Facilities Project), Series 2020B to Provide Funds to Finance the Acquisition of Land and the Renovation of Public Safety Facilities and the Construction of Fire Stations and (B) Authorizing a Lease Agreement between the Authority and the City in Connection with the Projects

(Presented by Andrea Surratt, City Manager)

- G. **2020-240** Request for Mayor and City Council Consideration of a Resolution of the Mayor and Council of the City of Sandy Springs, Georgia, with Respect to Proposed Financing of the Acquisition, Construction, Installation and Renovation of Public Safety Facilities and a Fire Station through the Issuance of one or More Tax-Exempt Debt Financings; and for Other Purposes

(Presented by Andrea Surratt, City Manager)

X. Reports

- A. **2020-241** Mayor and Council Report

- B. **2020-242** Staff Reports

1. July 2020 Unaudited Financials

XI. Executive Session

- A. **2020-244** Real Estate & Personnel

XII. Adjournment

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

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SANDY SPRINGS

GEORGIA

To: Andrea Surratt, City Manager

From: Raquel D. Gonzalez, City Clerk

Date: September 4, 2020 Submission for the September 15, 2020 City Council Consent Agenda

Item: Proposed 2021 City Council Meeting Dates

Background and Discussion:

Attached is a list of the proposed 2021 City Council Meeting dates. This list is based on holding the Work Session and Regular City Council meetings on the first and third Tuesdays of every month, with the exception of the first Tuesday in July (Tuesday, July 6) to allow for a summer break.

Of note, three of the proposed meeting dates immediately follow the City observed holidays listed below:

- January 18 – Martin Luther King Day
- February 15 – Presidents Day
- September 6 – Labor Day

All meetings will begin at 6:00 p.m. However, the proposed 2021 City Council Meeting Dates advise a late start time of 7:00 p.m. for the September 7, 2021 City Council Meeting in recognition of the close of the Rosh Hashanah holiday.

Attachments:

Proposed 2021 City Council Meeting Dates
Resolution

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ADOPT THE CITY OF SANDY SPRINGS 2021 CITY COUNCIL
MEETING SCHEDULE**

WHEREAS, the Mayor and City Council find that it is necessary to provide a meeting schedule for the orderly, planned and legal provision of City services; and

WHEREAS, the Mayor and City Council find that the City Council Meeting Schedule for the 2021 calendar year must be established and published in a timely manner to provide for informed citizens.

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

That the City Council of the City of Sandy Springs does hereby adopt the 2021 City Council Meeting Schedule attached hereto.

RESOLVED this the 15th day of September, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)



2021 City Council Meeting Schedule

Work Session and Regular Meetings

Meetings begin at 6:00 p.m.

(Tuesday)

January 5
January 19
February 2
February 16
March 2
March 16
April 6
April 20
May 4
May 18
June 1
June 15
* Summer Break
July 20
August 3
August 17
September 7
September 21
October 5
October 19
November 2
November 16
December 7
December 21

September 7 meeting will begin at 7:00 p.m.

* - no meeting scheduled



SANDY SPRINGS

GEORGIA

To: Andrea Surratt, City Manager

From: Ginger Sottile, Community Development Director

Date: September 2, 2020 for submission onto the September 15, 2020 Regular Meeting

Subject: A Resolution to Adopt the 2021 Planning and Zoning Hearing Schedules and to Amend the Remaining 2020 Board of Appeals Hearing Schedule

Department of Community Development Recommendation:

Staff recommends **APPROVAL** of the resolution to adopt the 2021 Hearing Schedules for the Board of Appeals and the Planning Commission, and to amend the remaining 2020 Board of Appeals Hearing Schedule.

Background:

In order to conduct the Planning and Zoning processes of the City and coordinate compliance with required legal deadlines, Planning and Zoning Staff developed and amended the attached Schedules.

Discussion:

N/A

Attachments:

- Draft Resolution
- 2021 Board of Appeals Schedule
- 2021 Rezoning, Conditional Use Permit, and Character Area Map Schedule
- 2020 Board of Appeals (Amended) Schedule

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ADOPT THE CITY OF SANDY SPRINGS
2021 PLANNING AND ZONING SCHEDULES AND TO AMEND THE 2020 BOARD OF
APPEALS REMAINING SCHEDULE**

WHEREAS, the Mayor and City Council find that it is necessary to provide Planning and Zoning Schedules for the orderly, planned and legal provision of City services; and

WHEREAS, the Mayor and City Council find that Planning and Zoning Schedules for the 2021 calendar year, and also the remaining schedule for 2020 for the Board of Appeals to be amended, must be established and published in a timely manner to provide for informed residential and business communities:

NOW, THEREFORE, to accomplish the foregoing, the Mayor and City Council of the City of Sandy Springs, Georgia, pursuant to their authority, do hereby adopt the following Resolution:

1.

The Mayor and City Council of the City of Sandy Springs do hereby adopt the 2021 Board of Appeals Schedule and the 2021 Rezoning, Conditional Use Permit, and Character Area Map Amendment Schedule, and the remaining schedule for 2020 for the Board of Appeals (amended), included herewith as attachments.

RESOLVED this the 15th day of September 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)



2021 BOARD OF APPEALS SCHEDULE

Pre-App Meeting Deadline	Application Filing Deadline (1 st Tuesday)	Sign Posting Deadline (15 days prior to BOA Meeting)	Board of Appeals Meeting
11/17/2020	12/01/2020	12/22/2020	01/06/2021
12/22/2020	01/05/2021	01/19/2021	02/03/2021
01/19/2021	02/02/2021	02/16/2021	03/03/2021
02/16/2021	03/02/2021	03/23/2021	04/07/2021
03/23/2021	04/06/2021	04/20/2021	05/05/2021
04/20/2021	05/04/2021	05/18/2021	06/02/2021
05/18/2021	06/01/2021	06/22/2021	07/07/2021
06/22/2021	07/06/2021	07/20/2021	08/04/2021
07/20/2021	08/03/2021	08/24/2021	09/08/2021
08/24/2021	09/07/2021	09/21/2021	10/06/2021
09/21/2021	10/05/2021	10/19/2021	11/03/2021
10/19/2021	11/02/2021	11/23/2021	12/08/2021
11/23/2021	12/07/2021	TBD	TBD

NOTE: All meetings will have a virtual option available for attendees, if necessary, due to any continuance of a pandemic.

The deadlines for the Pre-Application Meetings are flexible at the discretion of the Director.



2021 REZONING, CONDITIONAL USE PERMIT, AND CHARACTER AREA MAP AMENDMENT SCHEDULE

Pre-Application Meeting Deadline	Initial Community Meeting (CM1) Deadline	Application Filing Deadline (1 ST Tuesday)	Second Community Meeting (CM2) Deadline	Planning Commission Meeting Sign Posting Deadline	Planning Commission Meeting (3 rd Wednesday)	Mayor and City Council Meeting (3 RD Tuesday)
N/A	N/A	N/A	N/A	N/A	N/A	N/A
10/06/2020	10/26/2020	11/03/2020	11/30/2020	01/05/2021	01/20/2021	02/16/2021
11/03/2020	11/23/2020	12/01/2020	12/28/2020	02/02/2021	02/17/2021	03/16/2021
12/01/2020	12/29/2021	01/05/2021	02/02/2021	03/02/2021	03/17/2021	*04/20/2021
12/29/2020	01/26/2021	02/02/2021	03/02/2021	04/06/2021	04/21/2021	05/18/2021
01/26/2021	02/23/2021	03/02/2021	03/30/2021	05/04/2021	05/19/2021	06/15/2021
03/02/2021	03/30/2021	04/06/2021	05/04/2021	06/01/2021	06/16/2021	07/20/2021
03/30/2021	04/27/2021	05/04/2021	06/01/2021	07/06/2021	07/21/2021	08/17/2021
04/27/2021	05/25/2021	06/01/2021	06/29/2021	08/03/2021	08/18/2021	09/21/2021
06/01/2021	06/29/2021	07/06/2021	08/03/2021	09/07/2021	09/22/2021	*10/19/2021
06/29/2021	07/27/2021	08/03/2021	08/31/2021	10/05/2021	10/20/2021	11/16/2021
08/03/2021	08/31/2021	09/07/2021	10/05/2021	11/02/2021	11/17/2021	12/21/2021
08/31/2021	09/28/2021	10/05/2021	11/02/2021	12/07/2021	12/22/2021	TBD
09/28/2021	10/26/2021	11/02/2021	11/30/2021	TBD	TBD	TBD
11/02/2021	11/30/2021	12/07/2021	01/04/2022	TBD	TBD	TBD

NOTE: All meetings will have a virtual option available for attendees, if necessary, due to any continuance of a Pandemic.

***Character Area Map Amendment requests will be placed on the April and October MCC Agendas only; bold cell used to indicate two (2) available sequences.**

The deadlines for the Pre-Application and Community Meetings are flexible at the discretion of the Director.

“Blackout Dates” for Community Meetings:

- Mayor & City Council Meetings (typically 1st and 3rd Tuesdays of the month)
- Board of Appeals Meetings (typically 1st Wednesday (after MCC Meeting) of the month)
- Federal, State, and City Observed Holidays
- Holiday Season:
 - First (full) week of January (Jan. 1-8, 2021)
 - Week of Thanksgiving (Nov. 22-26, 2021)
 - Last two (2) weeks of December (Dec. 20-24 & 27-31, 2021)
- Major Jewish Holidays:
 - Purim (Feb. 25-26, 2021)
 - Passover (Mar. 27-Apr. 4, 2021)
 - Rosh Hashanah (Sep. 6-8, 2021)
 - Yom Kippur (Sep. 15-16, 2021)
 - Sukkot (Sep. 20-22, 2021)
 - Simchat Torah (Sep. 28-29, 2021)
 - Hanukkah (Nov. 29-Dec. 6, 2021)



2020 BOARD OF APPEALS SCHEDULE

Pre-App Meeting Deadline	Filing Deadline (+/-21 Days Prior to Sign Posting)	Sign Posting Deadline (15 days prior to BOA meeting)	Board of Appeals Meeting
11/19/2019	12/03/2019	12/27/2019	01/14/2020
12/24/2019	01/07/2020	01/27/2020	02/11/2020
01/21/2020	02/04/2020	02/18/2020	03/04/2020* (Purim)
02/18/2020	03/03/2020	03/17/2020	04/01/2020* (Passover)
03/24/2020	04/07/2020	04/27/2020	05/12/2020
04/21/2020	05/05/2020	05/25/2020	06/09/2020
05/19/2020	06/02/2020	06/29/2020	07/14/2020
06/23/2020	07/07/2020	07/27/2020	08/11/2020
07/21/2020	08/04/2020	08/24/2020	09/02/2020**
08/18/2020	09/01/2020	09/28/2020	10/7/2020**
09/15/2020	9/29/2020	10/20/2020	11/4/2020***
10/14/2020	10/28/2020	11/17/2020	12/02/2020***
11/17/2020	12/01/2020	TBD	TBD

*Special Date Due to Holiday Observance

**Cancelled Due to Pandemic

***Revised Date

The deadlines for the Pre-Application are flexible at the discretion of the Director

“Blackout Dates” for Meetings:

- Mayor & City Council Meetings (typically 1st and 3rd Tuesday of the month)
- Planning Commission Meetings (typically 3rd Wednesday of the month)
- Federal, State, and City Observed Holidays
- Holiday Season: First Week of January (Jan. 1-3, 2020)
 - Week of Thanksgiving (Nov. 23-27, 2020)
 - Last two (2) weeks of December (Dec. 21-25 & 28-31, 2020)
- Major Jewish Holidays: Purim (March 9-10, 2020)
 - Passover (April 8-16, 2020)
 - Rosh Hashanah (September 18-20, 2020)
 - Yom Kippur (September 27-28, 2020)
 - Sukkot (October 2-9, 2020)
 - Simchat Torah (October 10-11, 2020)
 - Hanukkah (December 10-18, 2020)
- Presidential Election (November 3, 2020)

RESOLUTION NO. 2020-09-XX

**STATE OF GEORGIA
COUNTY OF FULTON**

A RESOLUTION TO CLARIFY AND SUPERSEDE RESOLUTION NO. 2020-08-86 FOR THE PURCHASE AND FINANCING OF NEW EQUIPMENT FOR THE CITY OF SANDY SPRINGS FIRE DEPARTMENT AND TO AUTHORIZE CITY MANAGER TO EXECUTE DOCUMENTATION TO EFFECTUATE SAME, INCLUDING CERTAIN LEASE DOCUMENTS; AND FOR OTHER PURPOSES

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

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

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

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

WHEREAS, in order to provide for the highest level of public health, safety, and welfare for the citizens of the City, the Sandy Springs Fire Department ("Department") requires the purchase of new equipment from Pierce Manufacturing, Inc. ("Pierce"), including two (2) Custom Pierce PUC Pumpers, and one (1) Pierce Ascendant mid-mount Platform 100' Aerial ("Equipment"), in an amount not to exceed \$2,958,011.00; and

WHEREAS, Ten-8 Fire Equipment of Georgia, LLC ("Ten-8") will pay \$300,000.00 to the City for the buyback of one (1) Pumper and one (1) Aerial; and

WHEREAS, on August 4, 2020, City Council passed Resolution No. 2020-08-86, a copy of which is attached hereto ("Original Resolution"), to approve the purchase of the Equipment upon certain terms; and

WHEREAS, pursuant to the Original Resolution, the City Council authorized the execution and delivery of certain documents for the financing of the Equipment; however, the City Manager and City Attorney have obtained additional information related to the purchase of the Equipment through a lease transaction ("Lease Transaction") with Georgia Municipal Association ("GMA") and desire to clarify the Lease Transaction as described in the Original Resolution to more accurately state City Council's intent with respect thereto; and

WHEREAS, the Lease Transaction includes the execution and delivery of a Master Lease and Supplemental Lease or Leases (together, "Lease") with GMA, to be financed through BB&T (Truist Bank) upon such terms and conditions as the City Manager and the City Attorney determine to be in the best interest of the City; and

WHEREAS, financing the Lease for the acquisition of the Equipment in a principal amount not to exceed \$2,958,011.00 is appropriate and necessary to the functions and operations of the Department and the City; and

WHEREAS, City Council intends that this resolution shall clarify and supersede the Original Resolution;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia while in regular session on September 15, 2020, at 6:00 p.m. as follows:

1. The City Manager is hereby authorized to enter into certain agreements with Pierce for the purchase and financing of the Equipment for the Department; and

2. The City Manager is hereby authorized to enter into and execute such Lease financing documents with BB&T (Truist Bank) and GMA as may be deemed necessary to effectuate the Lease Transaction to acquire the Equipment including, but not limited to the Lease and Lease Supplement(s), upon such terms and conditions as determined by the City Manager and the City Attorney to be in the best interest of the City; and

3. The City Manager is hereby authorized to enter into and execute required documentation for the buyback by Ten-8 of current equipment from the Department, for which the City shall receive no less than \$300,000.00 for the trade-in of one (1) aerial and one (1) pumper, subject to the approval by the City Manager and the City Attorney; and

4. The City's obligations under the Lease Transaction shall be subject to annual appropriation or renewal by the City Council as set forth in the Lease and the City's obligations under the Lease shall not constitute general obligations of the City or indebtedness under the Constitution or laws of the State of Georgia; and

5. As to the Lease, the City reasonably anticipates not to issue more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which the Lease is issued and hereby designates the Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

RESOLVED, this _____ day of _____, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(SEAL)

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

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

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

WHEREAS, in order to provide for the highest level of public health, safety, and welfare for the citizens of the City, the Sandy Springs Fire Department ("Department") requires the purchase of new equipment from Pierce Manufacturing, Inc. ("Pierce"), including two (2) Custom Pierce PUC Pumps, and one (1) Pierce Ascendant mid-mount Platform 100' Aerial ("Equipment"), in an amount not to exceed \$2,958,011.00; and

WHEREAS, Ten-8 Fire Equipment of Georgia, LLC ("Ten-8") will pay \$300,000.00 to the City for the buyback of one (1) Pumper and one (1) Aerial; and

WHEREAS, the City Council hereby finds and determines that the execution of such documents with BB&T (Truist Bank), at the proposed rate of 1.285% for 7 years, pre-payable at any time, to finance the Lease for the acquisition of the Equipment in the principal amount not exceeding \$2,958,011.00 is appropriate and necessary to the functions and operations of the Department and the City;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia while in regular session on August 4, 2020, at 6:00 p.m. as follows:

1. The City Manager is hereby authorized to enter into certain agreements with Pierce for the purchase of new equipment for the Department and to finance the Lease transaction, as set forth below; and

2. The City Manager is hereby authorized to enter into and execute such Lease financing documents with BB&T to purchase certain equipment for the Sandy Springs Fire Department, specifically: one (1) new Pierce Mid Mount Aerial (not to exceed \$1,487,000.00), two (2) new Pierce PUC Pumps (not to exceed \$795,500.00 each), subject to the approval of the Finance Director and the City Attorney; and

3. The City Manager is authorized to enter into and execute an agreement with Ten-8 for the buyback of current equipment from the Department, for which the City shall receive no less than \$300,000.00 for the trade-in of one (1) aerial and one (1) pumper, subject to the approval of the Finance Director and the City Attorney; and

4. The City's obligations under the Lease shall be subject to annual appropriation or renewal by the City Council as set forth in the Lease and the City's obligations under the Lease shall not constitute general obligations of the City or indebtedness under the Constitution or laws of the State of Georgia; and

5. As to the Lease, the City reasonably anticipates not to issue more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which the Lease is issued and hereby designates the Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

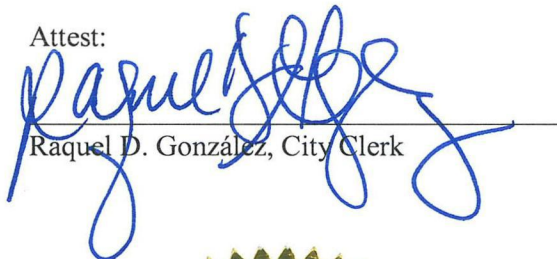
RESOLVED, this 4th day of August, 2020.

Approved:

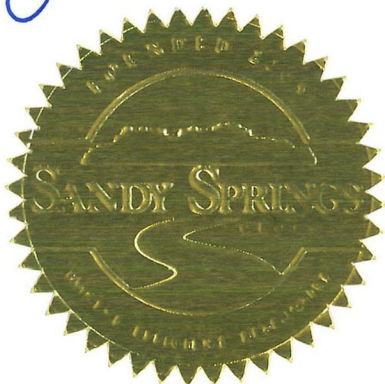


Russell K. Paul, Mayor

Attest:



Raquel D. González, City Clerk





SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Carlisle, Assistant Finance Director

DATE: August 26, 2020 Submission for the September 15, 2020 Meeting

ITEM: ABL_71143 - Approval of Alcoholic Beverage License Application for Thrill Korean and Bar, LLC DBA Thrill Korean Steak and Bar at 5958 Roswell Road, Sandy Springs, GA 30328. Applicant is Jae Shim for Consumption on the Premises Wine, Malt Beverages, and Distilled Spirits

Recommendation:

Approve the application for Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits for Thrill Korean and Bar, LLC DBA Thrill Korean Steak and Bar at 5958 Roswell Road, Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on June 15, 2020. Applicant has passed the background investigation.

Discussion:

This is a new application for consumption on the premises Wine, Malt Beverages, and Distilled Spirits. Business is located between Cliftwood Drive and Hammond Drive.

Financial Impact:

Revenue - \$6,700.00

Alternatives:

None

Attachments:

1. Public Hearing Letter - Thrill Korean and Bar, LLC
2. final hearing letter- Thrill Korean and Bar, LLC



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
20-71143**

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

DATE & TIME: September 15, 2020
6:00 P.M.

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

APPLICANT: Thrill Korean and Bar, LLC
DBA Thrill Korean Steak and Bar
5958 Roswell Road
Sandy Springs, GA 30328



SANDY SPRINGS

GEORGIA

To: Andrea Surratt, City Manager

From: Toni Carlisle, Interim Finance Director

Date: August 26, 2020 for Submission onto the September 15, 2020 City Council Meeting

Agenda Item: 71143 - Approval of Alcoholic Beverage License Application for Thrill Korean and Bar, LLC DBA Thrill Korean Steak and Bar at 5958 Roswell Road, Sandy Springs, GA 30328. Applicant is Jae Shim for Consumption on the Premises Wine, Malt Beverages, and Distilled Spirits.

CMO (City Manager's Office) Recommendation:

Approve the application for Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits for Thrill Korean and Bar, LLC DBA Thrill Korean Steak and Bar at 5958 Roswell Road, Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on June 15, 2020. Applicant has passed the background investigation.

Discussion:

This is a new application for consumption on the premises Wine, Malt Beverages, and Distilled Spirits. Business is located between Cliftwood Drive and Hammond Drive.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$6,700.00

Concurrent Review:

Christian Avila, Revenue Manager



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: August 21, 2020 Submission for the September 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Contract Agreement with the Atlanta Regional Commission (ARC) for the Georgia Smart Communities Challenge Grant

Recommendation:

Staff recommends entering into a subgrant agreement with the Atlanta Regional Commission (ARC) to accept federal funding for a transit efficiency project as part of the Georgia Smart Communities Challenge program.

Background:

The Georgia Smart Communities Challenge (Georgia Smart) is a competitive one year program that supports local governments within the State of Georgia by providing grant funding and access to technical assistance, expert advice, and a network of peers. Successful applicants will leverage these resources to explore, study, and plan for the use, deployment, and/or integration of smart community technologies into their jurisdictions and operations. This year is the third year of the Georgia Smart program and previous project solicitation was in 2019. The maximum grant amount awarded to a grantee is \$100,000.

The City of Sandy Springs, in partnership with the City of Dunwoody, MARTA, and GA Tech researchers, submitted a proposal in June 2020 for a grant to “Streamline Suburban Transit” to improve the transit experience for existing and future riders.

This project will leverage existing infrastructure to conduct a study to test transit signal priority (TSP) technology using bus location data published through an application program interface (API) instead of communicating with a unit on board the bus. The results of this study will inform how TSP could be implemented in the City in the future.

Georgia Smart announced the City’s proposal was selected for the 2020 cohort of the Georgia Smart Communities Challenge program on August 6, 2020. Mayor and City Council approved a MOU with the Georgia Institute of Technology (Georgia Tech) to participate in the program on September 1, 2020.

Discussion:

The Atlanta Regional Commission (ARC) administers the federal funding awarded as part of the Georgia Smart Communities Challenge program for projects awarded in the Metropolitan Atlanta region. In order to accept the funding, the City of Sandy Springs is required to enter into a subgrant agreement with ARC. The agreement establishes the scope of services, procurement processes, and subcontracting requirements.

The subgrant agreement must be signed prior to the City spending any funds on this project.

This agreement with ARC is separate from the Memorandum of Understanding with the Georgia Institute of Technology (Georgia Tech) approved at the September 1, 2020 Council meeting. The MOU with Georgia Tech established the City's participation in the program, while this contract will establish the funding agreement.

Financial Impact:

If the City approves the subgrant agreement, it will need to provide a funding match of a minimum of 20% of the total project cost. The City was awarded \$75,000, for a total project cost of \$93,750. The minimum required local match would be \$18,750. The City has already set aside funding for a pilot transportation project so the project would not need any additional funding. Mayor and City Council approved the application with the local match requirement of up to \$25,000 at the June 2, 2020 meeting.

Alternatives:

The City can choose not to enter into the subgrant agreement with ARC and forego federal funding for this project. The project is not fully funded without the federal funding, and the City will likely be unable to participate in the program without the acceptance of these funds.

Attachments:

1. Contract- Sandy Springs_rev
2. GA Smart Grant_Resolution 09-15-2020

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 2020, by and between City of Sandy Springs, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before October 31, 2021.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$75,000.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the

method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

Notwithstanding the foregoing, it is the policy of ARC that only highly qualified consultant teams shall be used to perform planning work. The Subgrantee agrees that it shall conduct procedures in accordance with 2 C.F.R. 200.320(d) using competitive proposals. Evaluation criteria will be established such that proposers' qualifications carry the most weight in the selection process. While cost or price may be factor in the evaluation process, ARC's policy is that cost and price shall comprise no more than 25% of the overall weighted criteria established for said process. Failure to comply with this policy will result in disapproval of any subcontract(s) and withdrawal of ARC funding.

6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.
10. Indemnification. The Subgrantee shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Subgrantee or any person employed by the Subgrantee.

11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Director of the Center for Livable Communities as his agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
14. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.
15. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.

16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
17. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
18. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
19. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
20. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.
21. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee.

Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

22. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
25. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
26. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials

generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

27. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.
28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:
 - a. For all agreements:
 - i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar

action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

- ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, it will insure 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 Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

- xi. The Subgrantee agrees to 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.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
 - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
 - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.

- d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.
31. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Subgrantee further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

32. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
33. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its

property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

34. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.
35. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
36. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
37. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein

below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Center Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the cognizant Center Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the cognizant Center Director or the Executive Director as such decision relate to question of law.

38. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both Parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this agreement to the extent feasible.
39. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

CITY OF SANDY SPRINGS

By: _____

Title: _____

ATTEST:

ATLANTA REGIONAL COMMISSION

ARC Assistant Secretary

By: _____
Executive Director

ATTACHMENT A

Scope of Work

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) sub-element:

002CAS - Livable Centers Initiative Investment Policy Studies (LCI)

II. Area covered: All the necessary services provided in this subgrant contract will support the development of a Transit Signal Priority Pilot Project in Sandy Springs. The project will focus on MARTA Bus Route 5 within the Cities of Sandy Springs and Dunwoody.

III. Goal: Portions of the Atlanta Metropolitan Transportation Planning Area are in maintenance for both ozone and PM2.5 standards under the Clean Air Act under the Clean Air Act Amendments of 1990. Because of this designation, the region must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. The LCI Program seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit and support further development in the study area. Evaluation of the existing structure and development of likely scenarios should produce recommendations for future investment that support ARC's Livable Centers Initiative Program.

IV. Work Tasks:

The Sandy Springs Transit Signal Priority (TSP) Pilot Project will leverage existing infrastructure used for emergency vehicle preemption to study and test TSP technology using bus location data published through an application program interface (API), rather than communicating with a unit on board the bus. In addition to TSP implementation, the project will also explore complementary methods to improve the transit experience. The results of this study will guide implementation of TSP in the Cities of Sandy Springs and Dunwoody.

The work to be accomplished under this contract is divided into the following tasks:

Task 1 – Project Management & Stakeholder Engagement

A Project Management Team shall be formed with representatives from relevant departments at the Cities of Sandy Springs and Dunwoody, the Georgia Tech Research Team, MARTA, and ARC. The ARC Project Manager must be notified of all meetings taking place.

Throughout the project, the sponsor will host stakeholder meetings with the PMT and other relevant transit operators and agencies. Once an Implementation Plan has been developed, the

study results will be presented to local elected officials and shared with the public. Project information shall be uploaded to a project webpage to provide basic project information to the public along with project materials. The sponsor should document all meetings through written summaries, examples of visuals presented, and photography, where appropriate.

Given the unique concerns of in-person gatherings related to COVID-19, virtual tools should be incorporated that provide safe but consistent project management and equitable stakeholder input.

Task 2 – Proof of Concept Study

The goal of this task, which will be led by the Georgia Tech Research Team in consultation with the PMT, is to design and conduct a proof of concept study for TSP using existing emergency vehicle preemption technology, Glance units. The study will include the following research items:

- Confirm functionality between Glance units, Split Cycle Offset Optimization Timing (SCOOT) system, and MARTA public API. If functional, the Glance units and SCOOT system will be configured to receive bus location data from MARTA and provide priority based on established rules.
- Review impacts of TSP on transit by collecting data on on-time performance, travel time variability, headway variability, intersection delay, and how often and where TSP is requested on Route 5.
- Explore impacts of TSP on other elements of the transportation network by measuring impacts to vehicular travel time reliability.

Task 3 –Implementation Plan

The goal of this task is to develop a TSP Implementation Plan for the Cities of Sandy Springs and Dunwoody, based on results of the TSP Study and stakeholder feedback. The plan development process will include, at a minimum, the following tasks:

- Review of best practices for TSP implementation,
- Identify opportunities for partnerships with other transit providers, including GRTA/SRTA and private shuttle operators,
- Engage relevant stakeholders,
- Identify possible funding sources for implementation, and
- Recommend next steps for implementation.

Task 4 – Prepare Deliverables

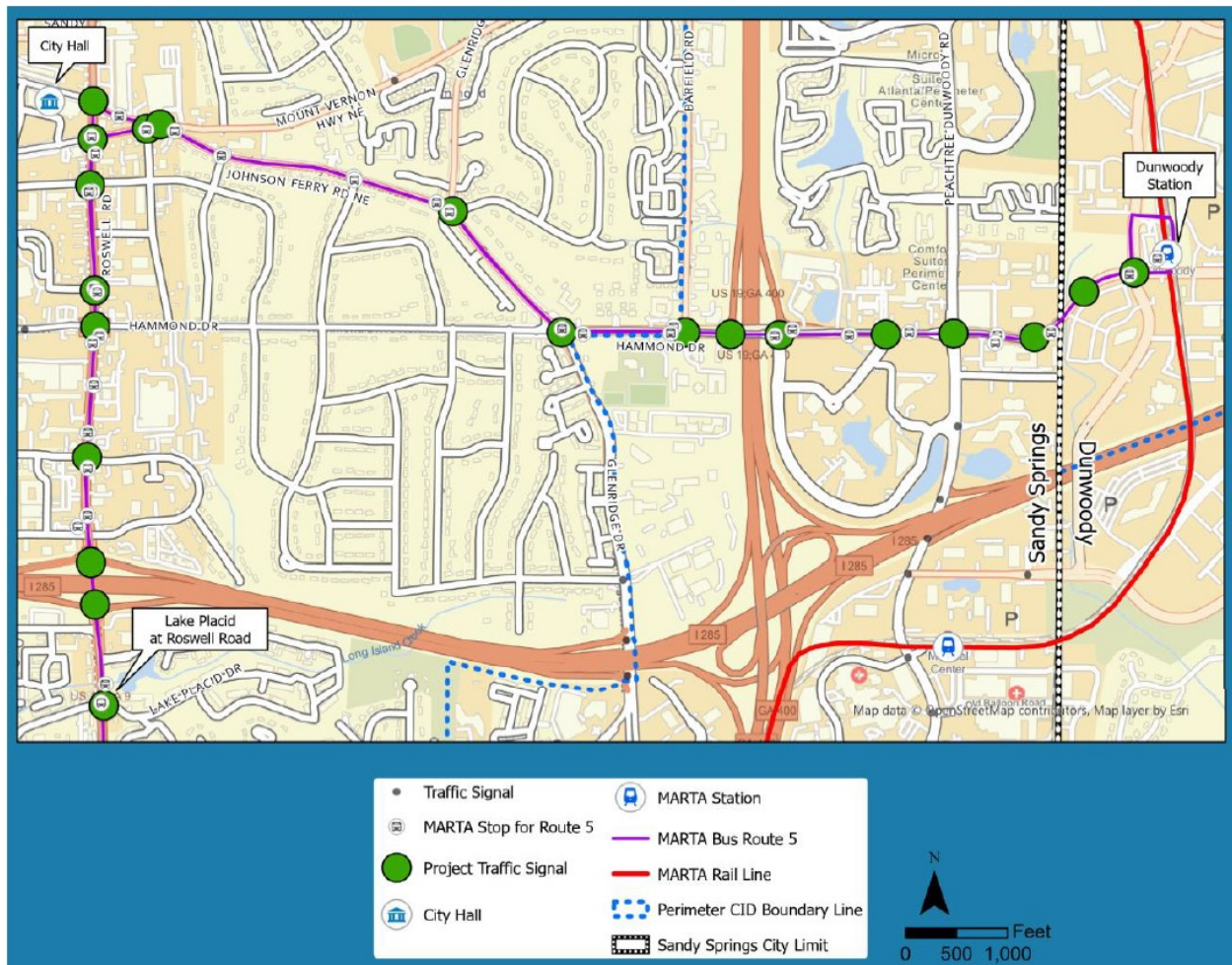
Compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study document. The final document shall include the following:

- Proof of Concept Study, including methodology and data analysis, and
- Implementation Plan, including specific next steps.
- Format of Deliverables:

- PDF file of the document, including appendices, concept plans, and maps
- Electronic files in their original formats with supporting graphics and GIS or other data files (Excel, CAD, etc.)

EXHIBIT A-1

Study Area



ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in “Attachment A”) is \$93,750. ARC’s compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$75,000. All costs in excess of \$75,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, “Budget Estimate”, which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC’s discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning “Reports” in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee’s monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee’s final invoice and documents as described in “Attachment A, Tasks 4” must be received by ARC no later than one month after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$75,000 and that the Subgrantee expressly agrees that they shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Director of Center for Livable Communities, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments hereto.

EXHIBIT B-1

Budget Estimate

Task 1 – Project Management & Stakeholder Involvement	\$15,000
Task 2 – Proof of Concept Study	\$23,750
Task 3 – Implementation Plan	\$40,000
Task 4 – Prepare Deliverables	<u>\$15,000</u>
Total Cost	\$93,750
ARC Share (80%)	\$75,000
Local Share (20%)	\$18,750

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Cognizant Center Director.

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A SUBGRANT AGREEMENT WITH THE ATLANTA
REGIONAL COMMISSION FOR THE GEORGIA SMART COMMUNITIES CHALLENGE
GRANT PROGRAM; TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAME;
AND FOR OTHER PURPOSES**

WHEREAS, the Georgia Institute of Technology has provided the Georgia Smart Communities Challenge grant opportunity for the past three (3) years; and

WHEREAS, the City of Sandy Springs ("City") submitted a proposal to the 2020 cycle of the Georgia Smart Communities Challenge on June 12, 2020; and

WHEREAS, the Georgia Smart Communities Challenge selected the City as a grantee in August 2020 as part its 2020 Smart Communities cohort;

WHEREAS, the City has entered into a memorandum of understanding with the Georgia Institute of Technology in order to participate in the program;

WHEREAS, the Atlanta Regional Commission administers the federal funding for the Georgia Smart Communities Challenge grant, and as such, requires the City to use the funds to complete a certain scope of work, as described in the subgrant agreement;

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

1. That the attached subgrant agreement with the Atlanta Regional Commission for the 2020 Georgia Smart Communities Challenge Grant program for a transit efficiency project is hereby approved.
2. That the City commits to provide local matching funding of twenty percent (20%) of up to \$18,750.00, for a federal grant match of up to \$75,000.00 (eighty percent (80%)) for a total of \$93,750.00 for project implementation.
3. That the City Manager is hereby authorized to execute the attached subgrant agreement, subject to such minor revisions as the City Manager and the City Attorney deem necessary to effectuate the intent of this resolution.
4. That the City Manager and the City Attorney are hereby authorized to take such further actions as may be necessary to effectuate the intent of this resolution.

RESOLVED this the 15th day of September, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Kristin Smith, Assistant City Manager

DATE: August 18, 2020 Submission for the September 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Master Agreement by and between the City of Sandy Springs and The Board of Regents of the University System of Georgia, by and on behalf of Kennesaw State University

Recommendation:

Staff recommends approval of the Master Agreement with Kennesaw State University.

Background:

Kennesaw State University (KSU) offers more than 150 undergraduate, graduate, and doctoral degrees across 13 college to its nearly 38,000 students. It is a Carnegie-designated doctoral research institution (R2), placing it among the top six (6) percent of universities for research in the nation. KSU emphasis research with relevance. Sustainable and Safe Communities is one of four broad themes designed to guide the future trajectory of KSU's interdisciplinary research enterprise.

The City of Sandy Springs continuously evaluates leading practices to develop forward-thinking solutions that enhance the value of services provided to residents, businesses, and visitors. The partnership with KSU will provide another tool to think creatively, provide research to solve real problems, and ensure Sandy Springs remains on the cutting-edge of service delivery.

Discussion:

Through this partnership, the City of Sandy Springs will serve as an urban laboratory for research driven by KSU's Sustainable and Safe Communities initiative. The Master Agreement sets forth the general framework and basic terms and conditions applicable to all projects on which the City and KSU partner. It creates a framework within which the City and KSU will identify specific projects, defined by Project Specific Agreements.

Financial Impact:

At this time, no financial commitments are anticipated. Any financial obligations anticipated for specific projects will be considered through each Project Specific Agreement.

Alternatives:

The Mayor and City Council could opt not to approve the Master Agreement.

Attachments:

1. Master Agreement

MASTER AGREEMENT

This **MASTER AGREEMENT** (“Agreement”) is made and entered into as of the _____ day of _____, 2020 (“Effective Date”), by and between the City of Sandy Springs, Georgia (“City”) and The Board of Regents of the University System of Georgia, by and on behalf of Kennesaw State University (“KSU”).

W I T N E S S E T H:

WHEREAS, KSU is a student-centered, research-driven institution that emphasizes research with relevance, involving both faculty and students in research activities; and

WHEREAS, KSU desires to provide an increase in the number of engaged research and learning opportunities to fulfill the University’s quality enhancement plan; and

WHEREAS, KSU and the City desire to collaborate on Research and scholarly activities to offer solutions to issues of special interest to the City and the public at large with scopes of services (“Services”) to be determined by individual projects identified by the parties (each, a “Specific Project”); and

WHEREAS, KSU is committed to offering teaching, research and service opportunities for its faculty and students in partnership with other entities; and

WHEREAS, KSU desires to coordinate the efforts of KSU faculty and students (“Researchers”) with the City in accordance with the terms and conditions set forth below; and

WHEREAS, the City seeks to provide the highest level of customer service and municipal services to its residents, businesses, and customers; and

WHEREAS, the City understands that innovation generated by this research partnership may enable higher levels of services to its residents, business, and customers; and

WHEREAS, a research partnership with KSU will enable the City to evaluate cutting edge practices to develop forward-thinking solutions that enhance the value of its municipal services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, the parties hereby agree as follows:

1. **Specific Projects; Requirements.** This Agreement is a master agreement that sets forth the general framework and basic terms and conditions applicable to all projects on which the City and KSU partner. It is contemplated that as specific projects are identified by the City or KSU (“Specific Project”), the parties will work together to determine the terms and conditions for the Specific Project, each to be memorialized in a Project Specific Agreement (“Project Agreement”). Each Specific Project shall comply with applicable federal and state laws and regulations and all City ordinances, rules, and regulations, including, but not limited to, public hearing and notice requirements of the City.

Upon approval of a Specific Project, the parties will enter into a Project Agreement setting forth the responsibilities of the parties with respect to the Specific Project including, but not limited to, scope of services, management, funding requirements, and project timeline. The parties shall implement each Specific Project consistent with the provisions of this Agreement and the applicable Project Agreement. In the event of any discrepancy or inconsistency between the terms and conditions of this Agreement and the terms and conditions of a Project Agreement, the latter shall govern and control.

2. **Services.** Subject to the terms and conditions herein, the parties agree that KSU will facilitate engaging Researchers to provide the City with research related to the scope of services determined for each Specific Project. The services of such Researchers will be conducted based on a separate written agreement by and among the Researchers, the City, and the Kennesaw State University Research and Service Foundation, Inc. (“KSURSF”). The parties agree that wherever possible, work among the parties will be based on principles of reciprocity and cooperation.

3. **Compliance with Laws.** Researchers agree to abide by all applicable state, federal, and local laws and regulations in the performing any services under this Agreement and any Project Agreement.

4. **Term.** The initial term of this Agreement shall commence on the Effective Date hereinabove set forth and shall continue in full force and effect through June 30, 2021, unless sooner terminated as provided herein (“Term”). The Term shall automatically renew for four (4) one (1) year terms unless thirty (30) days written notice is provided.

5. **Termination.** Either party may terminate this Agreement at any time, in whole or in part, by providing thirty (30) days’ prior written notice to the other party.

6. **Effect of Termination.** Except as otherwise set forth in this Agreement, upon termination of this Agreement all rights, responsibilities and liabilities shall terminate under this Agreement.

It is understood by the parties that more than one (1) Specific Project may be in progress during the term of this Agreement. It is further understood by the parties that any outstanding Project Agreement shall terminate concurrently with the effective date of termination of this Agreement, unless otherwise agreed to by the parties in writing. In the case of termination of this Agreement before completion of the services under a Project Agreement, KSU shall be paid only for the services completed under such Project Agreement as of the effective date of termination.

7. **No Guarantee.** The City acknowledges that the partnership with KSU is an investigatory and scientific undertaking and, consequently, neither KSU nor KSURSF will guarantee any particular outcome.

8. **Conflicts of Interest.** KSU warrants and represents that:
- a. The services to be performed hereunder will not create an actual or apparent conflict of interest with any other work KSU is currently performing;
 - b. It is not presently subject to any agreement with any other party that will prevent it from performing in accordance with this Agreement;
 - c. KSU is not subject to any statute, regulation, ordinance or rule that will materially and adversely affect its ability to perform, on a timely basis, its obligations under this Agreement;
 - d. KSU shall be free to accept other work during the term hereof, provided that such other work does not interfere with the timely provision of Services hereunder or under any Project Agreement.
9. **Use of Name and Publicity.** Neither party shall use the name(s), trademark(s), or trade name(s) (whether registered or not) of the other party in publicity releases or advertising or in any other manner without securing the prior written approval of the other.
10. **Confidentiality.** The City and KSU agree to keep in confidence any documents that are disclosed to them by the other party that are marked “confidential”; however, both parties acknowledge that they are subject to Georgia Open Records laws. As a result, the parties may be required to release copies of such documents upon request but the disclosing party agrees to notify the other party prior to release.
11. **Independent Contractor Relationship.** The relationship between the parties under this Agreement shall be that of independent contractors. Nothing in this Agreement is intended, or shall be deemed, to constitute or establish a partnership, agency, employer, employee, or joint venture relationship between the parties.
12. **Insurance.** Each party shall maintain in full force and effect a policy or policies of insurance issued by insurers of recognized responsibility, insuring it and its properties and business against such losses and risks, and in such amounts, as are customary in the case of corporations of established reputation engaged in the same or a similar business and similarly situated.
13. **Non-Discrimination.** By execution of this Agreement, KSU certifies that, during the term of this Agreement, it shall be bound by and comply with the following statement:

"We the supplier of goods, materials, equipment or services covered by this Agreement shall not discriminate against any volunteer, employee, or applicant for volunteerism or employment, because of the race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, disability, genetic information, political affiliation, military or veteran status, or any other status or classification protected by applicable federal, state and local laws."

As used herein, the words “shall not discriminate” shall mean and include, without limitation, the following: selection, hiring, placement, assignment, promotion, performance review, discipline, termination, reduction-in-force, layoff, recall, transfer, leave of absence, compensation, and training.

The parties acknowledge that the provisions of the non-discrimination statement above are encompassed by KSU’s Non-Discrimination Policy posted on KSU’s website (<https://equity.kennesaw.edu/titleix/non-discrimination.php>).

KSU shall, in all solicitation or advertisement of employees or volunteers placed by or on behalf of KSU, state that all qualified applicants will receive consideration for the employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, disability, genetic information, political affiliation, military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

KSU will take such lawful action with respect to any contractor or subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance; provided, however, that in the event KSU becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City.

KSU shall include the non-discrimination provisions of this Agreement in each contract or subcontract related to a Specific Project so that such provisions will be binding upon each contractor and subcontractor.

The refusal by KSU or any of its contractors or subcontractors to comply with the non-discrimination section of this Agreement, after notice of default and a reasonable opportunity to cure, may subject the offending party to cancellation of the Agreement or contract or subcontract, as applicable.

14. **Assignment.** The City and KSU agree that they may not assign this Agreement in whole or in part to any other person or entity without the prior written consent of the other party.

15. **Successors.** All provisions herein contained shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute but one and the same instrument.

17. **Disputes.** No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving the party against whom such action is to be commenced at least fourteen (14) calendar days’ written notice of the claim and the intent to initiate a civil action. In addition, prior to the commencement of civil action by either party with respect to any disputes arising out of this Agreement, the parties may agree to submit the matter

for mediation. The parties will cooperate with each other in selecting a mediator and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its cost.

18. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been received by the person to whom it is addressed when delivered, if delivered in person, or three (3) business days after it is deposited with the United States Postal Service, if mailed by certified or registered mail, postage prepaid and addressed as follows:

If to KSU: Ms. Julia Ayers
Vice President for Government Relations
585 Cobb Avenue NW
Room 5406A, MD 0101
Kennesaw, GA 30144

If to City of Sandy Springs: Mrs. Kristin Smith
Assistant City Manager
1 Galambos Way
Sandy Springs, GA 30328

or to such other person and address as either party may designate in writing.

19. **Effect of Invalidity.** Should any part or provision of this Agreement, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid or illegal portions thereof eliminated.

20. **Applicable Law.** This Agreement and any claim, action, suit, proceeding or dispute arising out of or in connection with this Agreement, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof.

21. **Amendments.** This Agreement may be amended or modified only upon a writing signed by both parties hereto.

22. **Waiver.** The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenants or condition, but the obligations of any party with respect thereto shall continue in full force and effect.

23. **Force Majeure.** In the event of a fire, wind storm, casualty, war, pandemic, epidemic, national or state emergency, acts or regulations of public authorities, riots, strikes, civil tumult, interruption or delay of transportation service, or any other unforeseen circumstance beyond the control of the parties ("Force Majeure Event") makes it impossible or impractical for either party

to perform its obligations hereunder, then neither party shall be in violation of this Agreement, and neither party shall be liable to the other for damages.

24. **Modification Due to Legislative, Administrative, or Other Changes.** The parties recognize that this Agreement is at all times intended to comply with, and be subject to, applicable law and governmental regulations. The parties further recognize that this Agreement may be subject to new or amended law or governmental regulations after its adoption. If, after the effective date, any legislative, administrative, or governmental body should adopt, modify, or alter any governmental regulations so as to place additional obligations upon KSU or that substantially change or modify the ability of either party to perform its obligations or duties under this Agreement, then the parties shall renegotiate in good faith the amendment, replacement, or removal of any affected provisions in this Agreement. Nothing contained in this Section shall abridge, modify, or otherwise alter the rights of either party to terminate this Agreement as set forth herein. Each party shall be required to provide to the other written notice of any such legislative, administrative, or governmental change that impacts the Agreement or substantially changes or modifies the ability of the party to perform its obligations or duties under the Agreement.

25. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF SANDY SPRINGS, INC.:

By: _____
Name: Andrea Surratt
Title: City Manager

**THE BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA BY
AND ON BEHALF OF KENNESAW STATE
UNIVERSITY:**

By: _____
Name: Pamela Whitten, Ph.D
Title: President



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: June 19, 2020 Submission for the September 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve a Change Order for Kimley-Horn & Associates for Abernathy Road at Roswell Road Roadway Safety Analysis, Short Term and Long Term Intersection Improvements

Recommendation:

Staff recommends issuing a change order for the Abernathy Road at Roswell Road Roadway Safety Analysis to Kimley-Horn & Associates, Inc. in the amount of \$161,100.

Background:

In October 2019, the City awarded a contract for Roadway Safety Analysis to Kimley-Horn & Associates, Inc. for \$54,970 to study the following locations:

- Abernathy Road at Roswell Road
- Roswell Road at Sunny Brook Lane
- Cherry Tree Lane at Abernathy Road
- Roswell Road from Publix Shopping Center South Driveway to Marsh Creek

The objectives of the study were to analyze crash data and develop a list of potential countermeasures that can become high benefit/cost ratio safety projects, eligible to submit for safety funding. The intersection of Abernathy Road at Roswell Road is one of the highest crash locations in the City. In 2017 it had 134 crashes and was the fourth highest intersection in the City based on crash rate per vehicular volume with 555.0 crashes per 100 million vehicle miles. Most of the crashes at the intersection are rear-end crashes, indicating congestion.

The Consultant identified crash patterns and is recommending a two-pronged approach:

1. Design and construct Short-Term intersection improvements.
2. Analyze potential Long-Term intersection improvement alternatives.

Proposed Short-Term Improvements

1. Westbound Abernathy Road right turn lane signalization
2. Pull back east leg median nose
3. Simplify southbound signage

4. Southbound left turn lane barrier
5. Roswell Road southbound right turn lane mountable curb / crosshatching stripes
6. Southern driveway Abernathy Square, Right-in, Right-out Median

The design cost for the short-term proposed improvements is \$87,000, which includes public involvement. The current engineer's cost estimate for construction of the proposed improvements is \$420,000.

Traffic and Safety Analysis of Long -Term Improvement Alternatives

The Consultant identified innovative intersection alternatives that could provide more capacity and reduce crashes. Using traffic simulation analysis, they propose to review and compare alternate intersection options to see which ones have the greatest benefit and to recommend a preferred alternative. The proposed scope of work would prepare 20-year traffic projections and to perform traffic simulation of the following options:

Quadrant Roadway Southwest quadrant only

Displaced Left Turns / Through U Hybrid

- Southbound and Northbound Through U Hybrid
- Southbound Through U Hybrid

Median U-Turns

The traffic engineering cost for the long-term proposed improvements is \$74,100.

Discussion:

The proposed additional design and analysis will provide the City with the information needed to pursue improvement options for implementation for the short and long term. Each of the innovative intersections proposed for the long-term analysis have benefits for safety by reducing the number and severity of conflict points, mitigating speed, and crash reduction; for mobility by reducing delay and congestion, and improving facilities for bicyclists and pedestrians; and for cost by minimizing right-of-way impacts, decreased capital and lifecycle cost, and higher benefit-to-cost ratios. The additional work will provide the information needed to partner with the Georgia Department of Transportation for project development and construction and identify future projects for inclusion in the Transportation Master Plan.

Financial Impact:

The recommended change order is \$161,000, \$87,000 for design of the short-term improvements and \$74,100 for traffic simulation of long-range improvement alternatives and predictive analysis of crash reduction. The existing contract is \$54,970. With the proposed change order, the total cost of the project

would be \$216,070. The FY 2021 budget has sufficient funds under T-7000, Intersection Improvements, to fund this change order.

Alternatives:

The City may choose not to authorize the change order or to authorize a portion of the change order.

Attachments:

1. MCC_ARRSA MCC_15Sep20
2. ARRSA Change Order Resolution

Abernathy Road at Roswell Road Roadway Safety Analysis Council Presentation

September 15, 2020



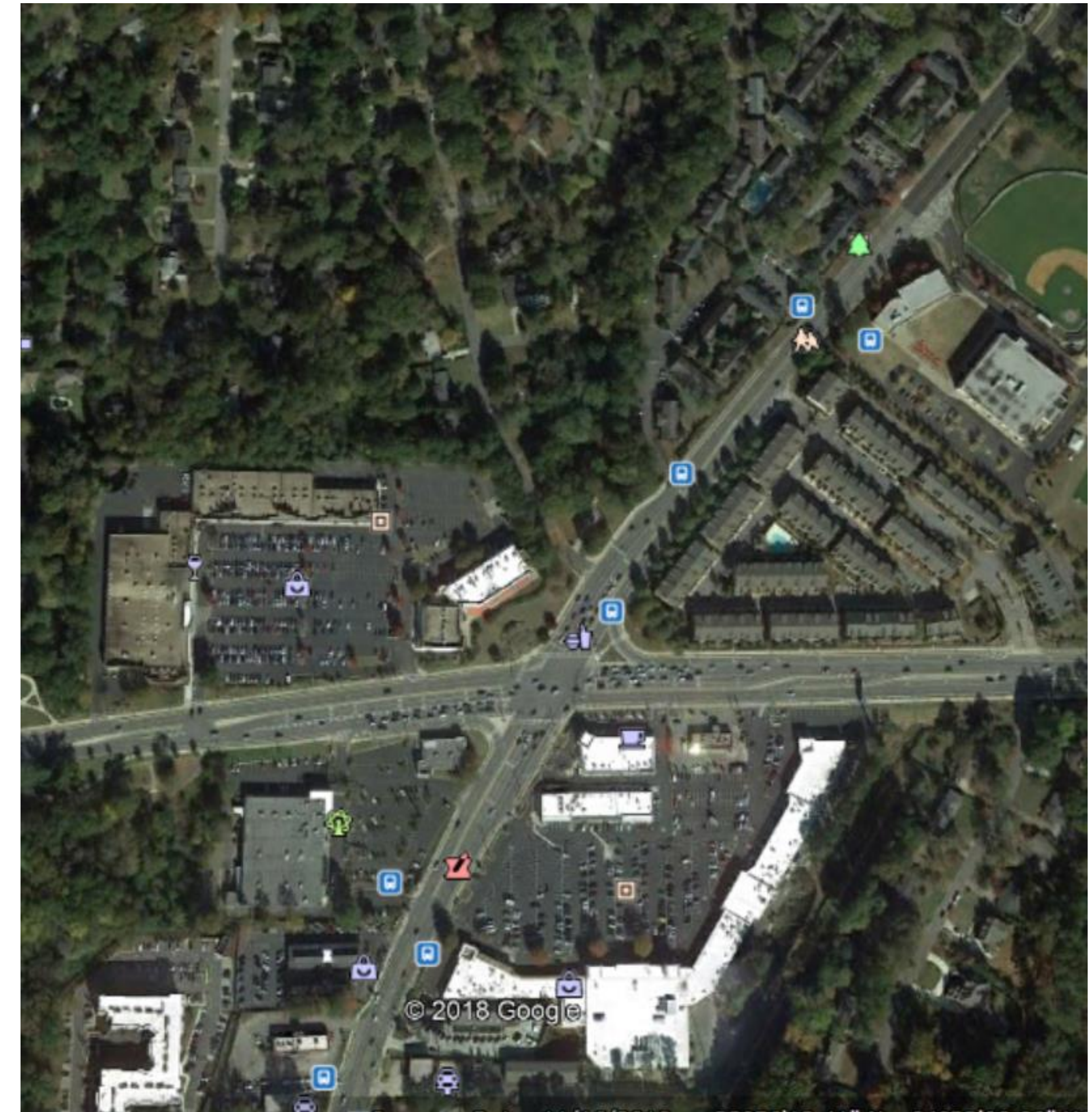
SANDY SPRINGS™
GEORGIA

FY20 IIP Roadway Safety Analysis Roswell Rd/Abernathy Rd

- Background:
 - Focus of study is Roswell / Abernathy Road, adjacent intersections & a segment of Roswell Road
 - Issued RFP to on-call consultants mid-September 2019
 - Contract awarded to Kimley-Horn for \$54,970

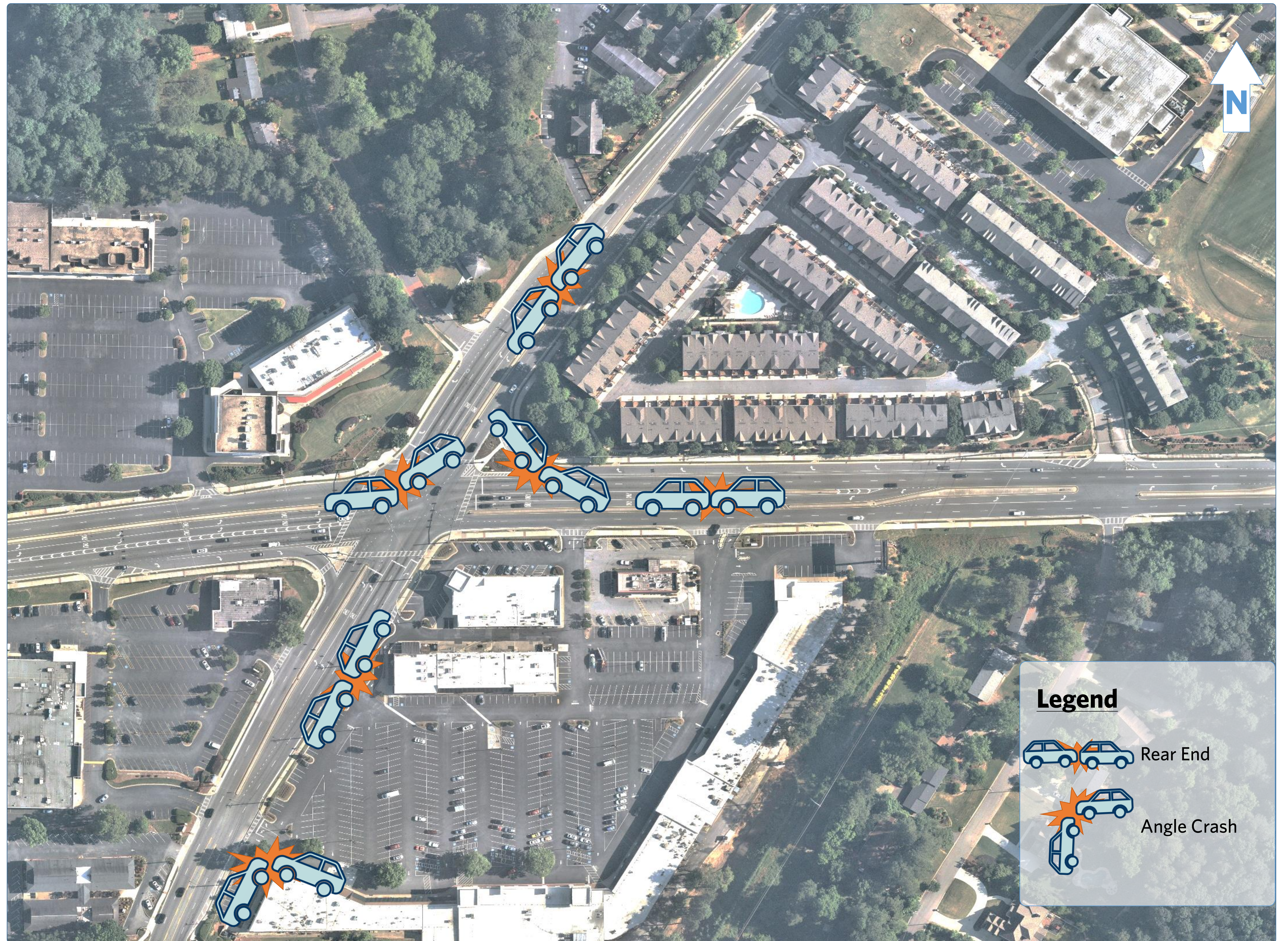
Scope:

- Crash analysis and diagramming for 5 years
 - Develop safety projects
- Schedule:
 - Initial recommendations February 2020



Abernathy Rd at Roswell Rd

- Bottleneck and one of the highest crash locations in the City.
- In 2017 it had 134 crashes, and was the 4th highest intersection in the City with 555.0 crashes per 100 million vehicles.
- Most of the crashes at the intersection were rear-end crashes, indicating congestion.



Short-Term Solutions

Proposed Scope of Work:

1. Westbound Abernathy Road Right Turn Signalization
2. Pull east leg median nose back
3. Simplify Southbound Signage
4. Southbound Left-Turn Barrier
5. Roswell Road Southbound Right-Turn Mountable Curb / Hatching Stripes



Short-Term Solutions (cont'd)

Proposed Scope of Work, Cont.

6. Southern driveway
Abernathy Square,
Right-in, Right-out
Median

Engineering Cost:

- \$87,000 (includes public involvement)



Traffic Simulation of Long Range Alternatives

Scope of Work:

- 20 Year Traffic Projections
- Innovative Intersection Analysis:
 - Quadrant Roadway in Southwest corner
 - Displaced Left Turns /Through U Hybrid
 - SB & NB Through U Hybrid
 - SB Through U Hybrid
 - Median U-Turns
- Identify Preferred Alternative
- Quantify Anticipated Crash Reduction

Engineering Cost:

- \$74,100

Local Examples of Innovative Intersections

- I-285/Ashford Dunwoody Road Diverging Diamond Interchange
- SR 400 at SR 53 near N Georgia Premium Outlets Displaced Left Turns
- Spalding Drive at Holcomb Bridge Road Quadrant Roadway (under design)

Recommend \$161,100 Change Order

- Abernathy/Roswell Road Safety Study: \$54,970
- Proposed Engineering:
 - \$87,000 design of short term improvements
 - \$74,100 traffic simulation of long range improvement alternatives
 - Total change order: \$161,100
 - Grand total: \$216,070
- FY 2021 budget has sufficient funds under T-7000 Intersection Improvements

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A CHANGE ORDER WITH KIMLEY-HORN &
ASSOCIATES, INC. FOR THE ABERNATHY ROAD AT ROSWELL ROAD
ROADWAY SAFETY ANALYSIS PROJECT AND AUTHORIZATION
FOR THE CITY MANAGER TO EXECUTE THE CHANGE ORDER**

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

WHEREAS, by Resolution adopted, the City of Sandy Springs has agreed to enter into a Change Order with Kimley-Horn & Associates, Inc. to perform additional tasks for a Roadway Safety Analysis Study for the City's Abernathy Road at Roswell Road intersection, and

WHEREAS, upon adoption of this Resolution, City of Sandy Springs Public Works Department staff will manage all applicable phases of the construction contract.

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

That they receive, accept, and affirm the authorization for the City Manager to execute the Change Order with Kimley-Horn & Associates, Inc. for implementation of the Abernathy Road at Roswell Road Roadway Safety Analysis Project.

RESOLVED this the 15th day of September, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: August 31, 2020 Submission for the September 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a Change Order, Scope of Work and Fee, CMES, Inc. for the Spalding, Dalrymple, Trowbridge Intersection Construction Project (TS 103) and Authorization for the City Manager to Execute Revised Contract Documents

Recommendation:

Staff recommends that Council authorize the City Manager to sign the Change Order with CMES, Inc. to Provide Additional Construction Services for TS 103 – Spalding, Dalrymple, Trowbridge Intersection Improvement Project

Background:

This request will provide construction services to adjust and relocate the water infrastructure in the project site to resolve the conflicts with the new intersection construction.

Discussion:

On construction, it was discovered that a 12" water main located down on Spalding Drive was much shallower than the standard 3 to 4 feet of cover normally required by City of Atlanta Watershed Management. The unusually shallow depth of the water line was not known nor expected by City of Atlanta Watershed Management during coordination with the utility nor would the nature of the work at this location which include roadway widening and shoulder work have indicated that more detailed utility location verification be required here. The water main is located in the existing shoulder of the road. However, with this project, the road will be widened causing the water main to be under the road. Both Cities' staff determined that the best course of action was to relocate the water main to the proper depth but also relocate the line into the shoulder since the line needs to now be relocated. Approximately 315 linear feet of 12" water main will be relocated.

Financial Impact:

The total proposed fee for this Change Order is \$94,142.00. The original contract fee was \$1,388,497.50. This Change Order will bring the total construction contract value to \$1,686,356.18. Sufficient funds are available in the TSPLOST Program to fund this work.

Alternatives:

N/A

Attachments:

1. Change in quantities of waterline work, 08-31
2. TS103 Project Location
3. CMES_Change Order Resolution_9.15.2020



Construction Management & Engineering Services

Engineers / Contractors / Management Consultants

August 31, 2020

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

Re: Approval for change in quantities and budget due to Water work plan revision

Dear Christine Schultz,

CMES Inc was given instructions to review and submit a document which describes change in quantities and budget due to plan revision submitted by City of Atlanta. Here you will find existing bid schedule and revised bid schedule to compare side by side. Line item #85 was not originally in the bid schedule and have been added by COA in the revision. So, to perform the given work we have added proposed price/unit for approval as well.

SPALDING DR/DARLYMPLE RD/TROWBRIDGE RD WATERLINE											
Bid Item	Client #	Description	Bid Quantity	Unit	Bid Price	Original Bid Total	Increase/Decrease in Quantity	Total Quantity	Proposed Price/Unit	Total Price	Change in Total Price
5	500-320	CLASS B CONCRETE	2.50	CY	1,200.00	3,000.00	8.6	11.10		13,320.00	10,320.00
10	610-236	REMOVE WATER MAIN, 6 IN	15.00	LF	25.00	375.00	0	15.00		375.00	-
15	610-238	REMOVE WATER MAIN, 12 IN	80.00	LF	25.00	2,000.00	235	315.00		7,875.00	5,875.00
20	611-805	ADJUST MANHOLE TO GRADE	2.00	EA	2,300.00	4,600.00	0	2.00		4,600.00	-
25	611-812	ADJUST WATER METER BOX TO GRADE	2.00	EA	1,400.00	2,800.00	-1	1.00		1,400.00	(1,400.00)
30	611-814	ADJUST WATER VALVE BOX TO GRADE	7.00	EA	1,100.00	7,700.00	1	8.00		8,800.00	1,100.00
35	670-106	WATER MAIN, 6 IN	70.00	LF	250.00	17,500.00	0	70.00		17,500.00	-
40	670-562	WATER SERVICE LINE, 3/4 IN	225.00	LF	95.00	21,375.00	5	230.00		21,850.00	475.00
45	670-112	WATER MAIN, 12 IN	85.00	LF	350.00	29,750.00	230	315.00		110,250.00	80,500.00
50	670-206	GATE VALVE, 6 IN	2.00	EA	2,250.00	4,500.00	0	2.00		4,500.00	-
55	670-212	GATE VALVE, 12 IN	2.00	EA	4,250.00	8,500.00	-1	1.00		4,250.00	(4,250.00)
60	670-270	ABANDONMENT OF WATER VALVES	3.00	EA	500.00	1,500.00	-1	2.00		1,000.00	(500.00)
65	670-400	FIRE HYDRANT	3.00	EA	7,500.00	22,500.00	0	3.00		22,500.00	-
70	670-973	RELOCATE EXIST WATER METER, INCL B	6.00	EA	1,500.00	9,000.00	1	7.00		10,500.00	1,500.00
75	670-992	REMOVE EXISTING FIRE HYDRANT	3.00	EA	600.00	1,800.00	0	3.00		1,800.00	-
ADDED IN TO PLAN REVISION											
85	670-991	REMOVE EXIST WATER VALVE, INCL BO	0.00	EA	0.00	0.00	0	1.00	\$522.00	522.00	522.00
						\$ 136,900.00				\$ 231,042.00	\$ 94,142.00

In total, Contract price will increase to \$1,686,356.18 if approved.

6555 McDonough Drive, Norcross, GA 30093

Tel: 770.982.1905-1906 / Fax: 770.982.1907 / www.cmesinc.net



Construction Management & Engineering Services

Engineers / Contractors / Management Consultants

Thank you,
Parth Patel
CMES Inc.

TS103 Project Location

Spalding Dalrymple Trowbridge



Google Earth

© 2020 Google

400 ft



RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CHANGE ORDER AND THE REVISED CONTRACT FOR CONSTRUCTION SERVICES WITH CMES, INC. FOR THE SPALDING, DALRYMPLE AND TROWBRIDGE INTERSECTION IMPROVEMENT PROJECT, TS 103, WITHIN THE CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and recommends the Mayor execute a Change Order to the revised contract issued to CMES Inc.

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

WHEREAS, upon adoption of this Resolution, City of Sandy Springs Public Works Department staff will manage all applicable phases of the Agreement in conjunction with the City of Atlanta Watershed Management staff.

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

That the City Manager execute a Change Order and the Revised Contract in the amount of \$94,142.00 for construction services required to relocate the water infrastructure within the project limits within the City of Sandy Springs, Fulton County, Georgia.

RESOLVED this the 15th day of September, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)

SUPPLEMENTAL RESOLUTION OF
CITY OF SANDY SPRINGS, GEORGIA

WHEREAS, the City of Sandy Springs Public Facilities Authority (the “Authority”) authorized the issuance of up to \$198,000,000 in aggregate principal amount of its Taxable Refunding Revenue Bonds (City of Sandy Springs City Center Project), Series 2020 (the “Series 2020 Bonds”), in a resolution duly adopted at a meeting held on April 21, 2020 (the “Original Bond Resolution”); and

WHEREAS, the Original Bond Resolution provides that the Series 2020 Bonds shall bear interest at rates not to exceed 5.00% per annum; and

WHEREAS, the Original Bond Resolution provides that the principal amount of the Series 2020 Bonds maturing in each year (through the operation of a sinking fund or otherwise), the interest rate on each such maturity, and the optional and mandatory redemption provisions applicable thereto, will be determined by the Authority in a supplemental resolution; and

WHEREAS, on April 21, 2020, the City of Sandy Springs, Georgia (the “City”) adopted a Resolution (the “Original Resolution”), authorizing, among other things, (1) the approval of the terms of the Original Bond Resolution and (2) the City to enter into a First Amendment to Lease Agreement (the “First Amendment to Lease Agreement”) with the Authority relating to the issuance of Series 2020 Bonds; and

WHEREAS, the Authority determined the principal amount of the Series 2020 Bonds maturing in each year, the interest rate on each such maturity, and the optional redemption and mandatory redemption provisions applicable thereto, in a resolution duly adopted at a meeting held on September 15, 2020 (the “Supplemental Bond Resolution”); and

WHEREAS, it is proposed that the City approve the terms provided in the Supplemental Bond Resolution; and

WHEREAS, it is proposed that the City ratify and authorize the use and distribution of a Preliminary Official Statement, dated September 9, 2020, relating to the Series 2020 Bonds (the “Preliminary Official Statement”) and authorize the execution, delivery, use and distribution of an Official Statement, dated September 15, 2020, relating to the Series 2020 Bonds (the “Official Statement”) in connection with the sale of the Series 2020 Bonds; and

WHEREAS, it is proposed that the City authorize the execution, delivery and performance of a Continuing Disclosure Certificate, dated the date hereof, (the “Disclosure Certificate”) to assist the initial purchaser of the Series 2020 Bonds in complying with its obligations under Rule 15c2-12 of the Securities and Exchange Act of 1934, as amended; and

WHEREAS, it is proposed that the City approve the acceptance of the winning bid and the award of the sale of the Series 2020 Bonds; and

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

Section 1. The execution, delivery and performance of the First Amendment to Lease Agreement, a copy of which are attached hereto as Exhibit A, are hereby authorized. The First Amendment to Lease Agreement shall be in substantially the form attached hereto, with such changes, insertions or omissions as may be approved by the Mayor, and the execution and delivery by the Mayor as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 2. The execution, delivery and performance of the Disclosure Certificate are hereby authorized. The Disclosure Certificate shall be in substantially the form attached to the Preliminary Official Statement, with such changes, insertions or omissions as may be approved by the Mayor, and the execution and delivery by the Mayor as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

The City hereby adopts and agrees to comply with the Policy and Procedures Concerning Compliance with Federal Securities Laws Relating to Disclosure (the "Disclosure Policy"), attached hereto as Exhibit B. Any other disclosure policies of the City are hereby superseded and repealed.

Section 3. The use and distribution of the Preliminary Official Statement are hereby ratified and approved. The use, distribution and execution of the Official Statement are hereby authorized, provided that the Official Statement is in substantially the same form as the Preliminary Official Statement. The execution of the Official Statement by the Mayor of the City, as hereby authorized shall be conclusive evidence of the approval of any such changes.

Section 4. The execution and delivery of the certificate deeming the Preliminary Official Statement final for purpose of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended, are hereby ratified and approved.

Section 5. The Mayor and City Council hereby acknowledge that they have received a copy of the Bond Resolution, adopted by the Authority on April 21, 2020, and the Supplemental Bond Resolution, adopted by the Authority on September 15, 2020, in substantially the form attached hereto as Exhibit C, together with such supplements and amendments which may be made thereto with the consent of the Mayor, and hereby approve the terms and provisions thereof. The Series 2020 Bonds (a)(i) shall be in the aggregate principal amount, mature, bear interest, and shall initially be dated, and (ii) shall be subject to redemption, and (b) the net proceeds of the sale of the Series 2020 Bonds shall be used and applied, as set forth in the Supplemental Bond Resolution attached hereto.

Section 6. From and after the date of adoption of this Supplemental Resolution, the proper officers, directors, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, instruments or certificates as may be necessary to carry out and comply with the provisions of this Supplemental Resolution and the Original Resolution and are further authorized to take any and

all further actions and to execute any and all other documents, certificates and instruments as may be necessary or desirable in connection with the issuance of the Series 2020 Bonds and the execution and delivery of the First Amendment to Lease Agreement, the Disclosure Certificate or any other similar documents relating to the Series 2020 Bonds.

Section 7. In accordance with an Official Notice of Sale, the Authority and the City received electronic bids for the purchase of the Series 2020 Bonds on September 15, 2020, and the City Manager and Interim Finance Director of the City, with the assistance of Davenport & Company LLC, as municipal advisor to the City, reviewed the bids and determined that the best bid for the Series 2020 Bonds was submitted by Wells Fargo Bank, National Association. Said bid is hereby accepted on behalf of the City, and the award of the sale of the Series 2020 Bonds to Wells Fargo Bank, National Association is hereby authorized and approved.

Section 8. All of the terms and provisions of the Original Resolution, except as specifically modified by this Supplemental Resolution, are hereby ratified and reaffirmed.

Section 9. Any and all other resolutions, or parts of resolutions, in conflict with this Supplemental Resolution this day adopted, be and the same are hereby repealed.

Section 10. This Supplemental Resolution shall be effective immediately upon its adoption.

SO RESOLVED, this 15th day of September, 2020.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor

(S E A L)

Attest: _____
Clerk

EXHIBIT A

First Amendment to Lease Agreement

FIRST AMENDMENT TO LEASE AGREEMENT

by and between

CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY

and

CITY OF SANDY SPRINGS, GEORGIA

Dated as of October 1, 2020

Relating to the City of Sandy Springs Public Facilities Authority Taxable Refunding Revenue
Bonds (City of Sandy Springs City Center Project), Series 2020

The rights and interest of City of Sandy Springs Public Facilities Authority (the “Authority”) in the revenues and receipts derived from the Lease Agreement, dated as of October 1, 2015, between the Authority and the City of Sandy Springs, Georgia, as amended by this First Amendment to Lease Agreement, have been assigned and pledged under a Bond Resolution, adopted by the Authority on September 15, 2015, as supplemented on October 20, 2015 and a Bond Resolution, adopted by the Authority on April 21, 2020, as supplemented on September 15, 2020.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “First Amendment to Lease”) is entered into as of October 1, 2020, by and between the CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY (the “Authority”), a public body corporate and politic of the State of Georgia, and CITY OF SANDY SPRINGS, GEORGIA (the “City”), a municipal corporation of the State of Georgia.

WITNESSETH:

WHEREAS, the City of Sandy Springs Public Facilities Authority (the “Authority”) was duly created and is validly existing pursuant to an act of the General Assembly of the State of Georgia (Ga. Laws 2006, page 3908, *et seq.*, as amended) (the “Act”); and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has, among others, the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of (1) any project (as authorized by the Act), which includes all buildings and facilities necessary or convenient for the efficient operation of the City, or any department, agency, division or commission thereof, (2) any undertaking permitted by the Revenue Bond Law and (3) refunding any revenue bonds then outstanding; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to a resolution adopted by the Authority on September 15, 2015, as supplemented on October 20, 2015 (collectively, the “Series 2015 Bond Resolution”), the Authority has previously issued its Revenue Bonds (City of Sandy Springs City Center Project), Series 2015, in the original aggregate principal amount of \$159,475,000 (the “Series 2015 Bonds”), for the purposes of (a) financing the acquisition, construction and installation of certain public buildings, facilities and equipment necessary and convenient for the efficient operation of the City (the “Project”), as more fully described in the Project Report attached to the 2015 Bond Resolution as Exhibit C and attached hereto as Exhibit A and (b) pay the costs incident thereto; and

WHEREAS, in connection with the issuance of the Series 2015 Bonds, the Authority and the City entered into a Lease Agreement, dated as of October 1, 2015 (the “Original Lease Agreement”), pursuant to which the Project was leased by the Authority, as lessor, to the City, as lessee, and the City agreed to make lease payments in stated amounts

which are sufficient to pay when due the principal of and interest on the Series 2015 Bonds (the “Series 2015 Lease Payments”); and

WHEREAS, the Series 2015 Bonds are secured by a first lien on the Series 2015 Lease Agreement and the 2015 Lease Payments; and

WHEREAS, on October 6, 2020, the Authority issued its Taxable Refunding Revenue Bonds (City of Sandy Springs City Center Project), Series 2020, in the aggregate principal amount of \$161,770,000 (the “Series 2020 Bonds”), for the purpose of providing funds to (a) refund the Series 2015 Bonds, maturing in the years 2027 through 2047, inclusive (the “Refunded Series 2015 Bonds”) and (b) pay the costs of issuing the Series 2020 Bonds; and

WHEREAS, the Series 2020 Bonds will be issued pursuant to the Act, the Revenue Bond Law, a resolution of the Authority adopted on April 21, 2020, as supplemented by the Authority’s Supplemental Bond Resolution, adopted on September 15, 2020 (collectively, the “Series 2020 Bond Resolution”); and

WHEREAS, the Series 2020 Bonds shall contain such terms and provisions as provided in the Series 2020 Bond Resolution; and

WHEREAS, Section 7.3 of the Original Lease Agreement provides that no Additional Bonds (as defined in the Original Lease Agreement) shall be subject to the Original Lease Agreement (a) unless and until the City and the Authority execute an amendment or supplement to the Original Lease Agreement specifically incorporating such Additional Bonds and (b) unless the City’s pledge of its taxing power, subject to the 4.731 mill per dollar limitation (or such greater amount as may hereafter be recommended by the Mayor and Council of the City and approved by a majority of the eligible voters in the City by referendum), produces an amount that is at least 1.00 times the maximum annual debt service coming due on the Bonds (including the proposed Additional Bonds) and any other debt in any Sinking Fund Year; and

WHEREAS, the conditions to issue Additional Bonds contained in the Series 2015 Bond Resolution and Section 7.3 of the Original Lease Agreement have been met, and the Series 2020 Bonds are being issued as Additional Bonds; and

WHEREAS, in connection with the issuance of the Series 2020 Bonds, the Authority and the City proposed to enter into this First Amendment to Lease, which amends the Original Lease Agreement, pursuant to which the Project will continue to be leased by the Authority, as lessor, to the City, as lessee, and the City agrees to make lease payments in stated amounts which are sufficient to pay when due the principal of and interest on the unrefunded Series 2015 Bonds, if any, and the Series 2020 Bonds (the “Lease Payments”); and

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments to Original Lease Agreement. The Original Lease Agreement is hereby amended as follows:

Amendment 1. The Original Lease Agreement is hereby amended by defining the term “this Lease” as used therein to mean the Original Lease Agreement, as amended by this First Amendment to Lease Agreement.

Amendment 2. The Original Lease Agreement is hereby amended to add the following definitions:

“Series 2015 Bond Resolution” shall mean the Bond Resolution adopted by the Authority on September 15, 2015, as supplemented on October 20, 2015, in connection with the issuance of the Series 2015 Bonds.

“Series 2020 Bond Resolution” shall mean the Bond Resolution adopted by the Authority on April 21, 2020, as supplemented on September 15, 2020, in connection with the issuance of the Series 2020 Bonds.

Amendment 3. The Original Lease Agreement is hereby amended by inserting the following sections at the end of Article 2:

“Section 2.3 Representations, Warranties and Agreements of the Authority.

As of the date of issuance of the Series 2020 Bonds, the Authority makes the following representations, warranties and agreements as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly created, organized and existing under the Constitution and laws of the State, including the Act, and, unless otherwise required by law, shall maintain its corporate existence so long as the Series 2020 Bonds are outstanding. Under the provisions of the Act, the Authority is authorized to (i) adopt the Series 2020 Bond Resolution and perform its obligations thereunder, (ii) issue, execute, deliver and perform its obligations under the Series 2020 Bonds, (iii) refund the Refunded Series 2015 Bonds, and (iv) execute, deliver and perform its obligations under this Lease. The Series 2020 Bond Resolution has been duly adopted and has not been modified or repealed. The Authority has duly authorized (i) the issuance, execution, delivery and performance of the Series 2020 Bonds, (ii) the refunding of the Refunded Series 2015 Bonds and (iii) the execution, delivery and performance of this Lease. The Series 2020 Bond Resolution, the Series 2020 Bonds and this Lease are valid, binding and enforceable obligations of the Authority.

(b) In connection with the issuance of the Series 2015 Bonds, the Authority has previously determined that the Project is a project in furtherance of the Authority’s purpose and mission under the Act.

(c) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) issuance of the Series 2020 Bonds, (ii) the refunding of the Refunded Series 2015 Bonds, or (iii) execution, delivery and performance of this Lease by the Authority, except as shall have been obtained as of the

date hereof; provided, however, no representation is given with respect to any “blue sky” laws.

(d) The adoption of the Series 2020 Bond Resolution, the issuance of the Series 2020 Bonds, the refunding of the Refunded Series 2015 Bonds, and the authorization, execution, delivery and performance by the Authority of this Lease do not violate the Act, the Authority’s bylaws, any resolutions or ordinances of the City, Fulton County or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Series 2020 Bonds, pledging the Lease Payments and this Lease to the payment of the Series 2020 Bonds, or the refunding of the Refunded Series 2015 Bonds, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of the Series 2020 Bonds, the Series 2020 Bond Resolution or this Lease or (B) materially adversely affect the transactions contemplated by this Lease.

(f) The Authority is not in violation of the Act, its bylaws, any resolutions or ordinances of the City, Fulton County or the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(g) The Authority has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby the City’s interest in the Project will or may be, impaired or encumbered in any manner except as permitted herein and the Series 2020 Bond Resolution and except for acts or things done or permitted by the City.

(h) Except as herein and in the Series 2020 Bond Resolution provided, the Authority will not encumber any part of its interest in the Lease Payments or its rights under this Lease. The pledge made of the Lease Payments constitutes a first and prior pledge of and lien on said Lease Payments and said pledge shall at no time be impaired by the Authority and the Lease Payments shall not otherwise be pledged.

(i) The Authority makes no representation as to the financial position or business condition of the City and does not represent or warrant as to any of the statements, materials (financial or otherwise), representations or certifications with respect to the City in connection with the sales of the Series 2020 Bonds, or as to the correctness, completeness or accuracy of such statements.

Section 2.4 Representations, Warranties and Agreements of the City.

As of the date of the issuance of the Series 2020 Bonds, the City makes the following representations, warranties and agreements as the basis for the undertaking on its part herein contained:

(a) The City is a municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Lease. The City has duly authorized the execution, delivery and performance of this Lease. This Lease is a valid, binding and enforceable obligation of the City.

(b) In connection with the issuance of the Series 2015 Bonds, the City determined that the Project is in the public interest.

(b) No approval or other action by any governmental authority or agency or other person was required in connection with the acquisition, construction or installation of the Project or is required in connection with the execution, delivery and performance of this Lease by the City, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the City of this Lease do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the City from collecting ad valorem taxes and using it to make the Lease Payments or, (ii) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Lease or (B) materially adversely affect (1) the financial condition or results of operations of the City or (2) the transactions contemplated by this Lease.

(e) The City is not in violation of the laws or the Constitution of the State and is not in default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.”

Amendment 4. The Original Lease Agreement is hereby amended by inserting the following at the end of Article III:

“ARTICLE IIIA

ISSUANCE OF SERIES 2020 BONDS; AND APPLICATION OF SERIES 2020 BOND PROCEEDS

Section 3.6 Agreement to Issue the Series 2020 Bonds.

In order to provide funds, as provided in the Series 2020 Bond Resolution, to refund the Refunded Series 2015 Bonds and pay the costs incident thereto, the Authority, in accordance with the Act, will issue the Series 2020 Bonds, and all of the covenants, agreements and provisions hereof shall, to the extent provided herein and in the Series 2020 Bond Resolution, be for the benefit and security of the Bondholders. The Authority has delivered a certified copy of the Series 2020 Bond Resolution to the City.

Section 3.7 Date, Denomination, and Maturities.

The Series 2020 Bonds will be issued in one or more series to be issued at one or more times, in fully registered form and will mature and be paid pursuant to the provisions of Article II of the Series 2020 Bond Resolution. Interest on the Series 2020 Bonds will be paid to the person or persons and in the manner stated in the Series 2020 Bonds and in the Series 2020 Bond Resolution, until the obligation of the Authority with respect to the payment of the principal of the Series 2020 Bonds shall be discharged in accordance therewith.

Section 3.8 Obligations Relating to the Series 2020 Bonds.

The City agrees to perform all such obligations as are contemplated by the Series 2020 Bond Resolution to be performed by the City.

Section 3.9 Application of Bond Proceeds.

At and upon the delivery of and payment for the Series 2020 Bonds, the proceeds received therefrom shall be applied in the manner set forth in the Series 2020 Bond Resolution.”

Amendment 5. Article V of the Original Lease Agreement is hereby deleted in its entirety and the following shall be substituted therefor:

“Section. 5.1 Effective Dated of this Lease; Duration of Term.

This Lease shall become effective as of May 1, 2015, and the leasehold interests created by this Lease shall then begin, and, subject to the other provisions of this Lease, shall expire on the later of (a) May 1, 2047, or if at said time and on said date the Series 2015 Bonds and the Series 2020 Bonds have not been paid in full as to principal and interest then on such date as such payment shall have been made or (b) the date the Series 2015 Bonds and the Series 2020 Bonds have been paid in full, but in no event in excess of fifty (50) years from the date hereof. Notwithstanding the foregoing, the provisions of Section 10.9 hereof shall expire fifty (50) years from the date hereof.

Section 5.2 Lease Payments.

On or prior to each May 1 and November 1 of each year (each a “Lease Payment Date”), commencing November 1, 2020, the City shall make the Lease Payments to the Authority as set forth on Schedule 1 attached hereto. Upon the issuance of each additional series of Bonds, this Lease shall be amended to provide an updated schedule of Lease Payments for the coming Fiscal Year, which schedule shall take into account the additional principal and interest requirements of such additional series of Bonds and shall be and become for all purposes thereafter Schedule 1. In addition to the foregoing, each Lease Payment shall include the charges as billed specified in subparagraphs (e) and (f) of Section 5.03 of the Series 2015 Bond Resolution and the Series 2020 Bond Resolution. Notwithstanding anything in the Series 2015 Bond Resolution or the Series 2020 Bond Resolution or herein to the contrary, if such date is on or prior to May 1, the City shall pay an amount sufficient to enable the Authority to pay in full the principal and interest on the Bonds coming due on May 1, and if such date is on or prior to November 1, the City shall pay an amount sufficient to enable the Authority to pay in full the interest on the Bonds coming due on November 1, and such Lease Payments shall continue and recontinue until provision has been made for the payment in full of the Bonds as to principal, interest and premium, if any. In addition to the foregoing, the Lease Payments provided for herein shall be made by payment directly to the Sinking Fund Custodian for deposit into the Sinking Fund (except the amounts billed which are specified in subparagraphs (e) and (f) of Section 5.03 of the Series 2015 Bond Resolution and the Series 2020 Bond Resolution).

Section 5.3 Optional Redemption and Optional Prepayment of Lease Payments.

(a) The Series 2015 Bonds and the Series 2020 Bonds shall be subject to optional redemption, in whole or in part, as provided in the Series 2015 Bond Resolution and the Series 2020 Bond Resolution, respectively, and the Lease Payments due under Section 5.2 shall be subject to prepayment, both at the option of the City.

(b) No prepayment of any Lease Payment in accordance with the provisions of the preceding sentence shall relieve the City to any extent from its obligations thereafter to make Lease Payments required by the provisions hereof until the Series 2015 Bonds and the Series 2020 Bonds and interest thereon has been paid in full. Upon the prepayment of the Lease Payments in whole, the amount of such prepayment shall be used to retire the Series 2015 Bonds and the Series 2020 Bonds, in the manner provided in, and subject to, the Series 2015 Bond Resolution and the Series 2020 Bond Resolution, respectively.

Section 5.4 Budget and Tax Levy to Pay Lease Payments.

(a) The obligations of the City to make the Lease Payments when due under Section 5.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional general obligations of the City as herein provided, and the City hereby pledges its full faith and credit and taxing power, subject to the mileage limitation provided below, to such payment and performance. In the event the amount of funds lawfully available to the City is not sufficient to pay the Lease Payments when due in any year, the City shall levy an ad valorem tax on all taxable property located within the limits of the City subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates, not to exceed 4.731 mills per dollar (or such greater amount as may hereafter be recommended by the Mayor and

Council of the City and approved by a majority of the eligible voters of the City by referendum), as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the Lease Payments as provided herein. The City hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the Lease Payments required pursuant to Section 5.2 hereof and such lien is superior to any that can hereafter be made; provided, however, the City may create a lien on a parity with the lien created herein in connection with the issuance of Additional Bonds.

(b) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Lease Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the Lease Payments shall constitute a general obligation of the City and a pledge of the full faith and credit of the City, subject to the mileage limitation provided above, to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the City shall make such Lease Payments to the Sinking Fund Custodian for deposit to the Sinking Fund if for any reason the payment of such obligations shall not otherwise have been made.

Section 5.5. Obligations of City Hereunder Absolute and Unconditional.

The obligations of the City to make the payments required in Section 5.2 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of set off, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as all amounts owing hereunder have been paid or provision for the payment thereof shall have been made in accordance with the Series 2015 Bond Resolution, the Series 2020 Bond Resolution and hereof, the City (a) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Lease Payments provided for herein, (b) will perform and observe all of its other agreements contained in this Lease, and (c) will not terminate the Term of this Lease or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of title in and to the Project or

any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or the use of all or any part of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that the Series 2015 Bonds or the Series 2020 Bonds are unenforceable or invalid, the invalidity of any provision of this Lease, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease, the Series 2015 Bond Resolution or the Series 2020 Bond Resolution. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part contained herein or in the Series 2015 Bond Resolution or the Series 2020 Bond Resolution; and if the Authority should fail to perform any such agreement, the City may institute such action against the Authority as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Lease and to make the Lease Payments specified herein. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the extent required.

Section 5.6 Enforcement of Obligations.

The obligation of the City to make Lease Payments under this Article may be enforced by (a) the Authority, (b) the Bondholders, in accordance with the applicable provisions of the Series 2015 Bond Resolution and the Series 2020 Bond Resolution and independently of the Authority or (c) such receiver or receivers as may be appointed pursuant to the Series 2015 Bond Resolution or the Series 2020 Bond Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Lease Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto or the Bondholders.”

Amendment 6. The Original Lease Agreement is hereby amended by adding the following to the end of Section 7.4:

“The City hereby covenants for the benefit of the owners of the Series 2020 Bonds and the initial purchaser of the Series 2020 Bonds to comply with its obligations under the Continuing Disclosure Certificate to be entered into in connection with the issuance of the Series 2020 Bonds. A breach of this covenant shall not be deemed to be an event of default hereunder, and the sole remedy under this Lease shall be an action to compel performance.”

Amendment 7. Section 11.2 of the Original Lease Agreement is hereby deleted in its entirety and the following shall be substituted therefor:

“All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the Authority: City of Sandy Springs Public Facilities Authority
1 Galambos Way
Sandy Springs, Georgia 30328
Attention: Chairman

cc: Daniel W. Lee, Esq.
100 Galleria Center
Suite 1600
Atlanta, Georgia 30339
City Attorney

If to the City: City of Sandy Springs, Georgia
1 Galambos Way
Sandy Springs, Georgia 30328
Attention: Mayor

cc: Daniel W. Lee, Esq.
100 Galleria Center
Suite 1600
Atlanta, Georgia 30339
City Attorney

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.”

Amendment 8. Articles 8, 9 and 10 are hereby amended by deleting the term “Bond Resolution” and inserting “Series 2015 Bond Resolution and/or Series 2020 Bond Resolution” therefor.

Amendment 9. Section 11.3 of the Original Lease Agreement is hereby deleted in its entirety and the following shall be substituted therefor:

“This Lease shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in this Lease. The City hereby acknowledges and agrees that the Authority has pledged its rights, title and interests (but not its obligations) under the Lease Agreement as security for the payment of the principal or, premium, if any, and interest on the Series 2015 Bonds and the Series 2020 Bonds. The City hereby consents to such pledge and the Authority and the City agree that the Bondholders are third-party beneficiaries of this Lease Agreement, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.”

Amendment 10. Section 11.5 of the Original Lease Agreement is hereby deleted in its entirety and the following shall be substituted therefor:

“It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of the Series 2015 Bond Resolution and the Series 2020 Bond Resolution certain

surplus moneys remaining in the Sinking Fund after payment of the Series 2015 Bonds and the Series 2020 Bonds shall belong to and be paid to the City.”

Amendment 11. Section 11.6 of the Original Lease Agreement is hereby deleted in its entirety and the following shall be substituted therefor:

“The Lease may be amended, changed and modified (a) to cure any ambiguity or formal defect or omission in this Lease; (b) to provide for the issuance of Additional Bonds in accordance with the terms of this Lease (including, without limitation, the addition of events of default and remedies relating to any Additional Bonds hereafter incurred by the City); (c) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders by the City; (d) to further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (e) to conform to supplements to the Series 2015 Bond Resolution or the Series 2020 Bond Resolution; (f) to make any other amendments, changes and modifications that in the opinion of counsel are not materially adverse to the interests of the Bondholders. Any other amendments, changes and modification in this Lease will become effective only with the consent of the owners of fifty-one (51%) in aggregate principal amount of the Bonds secured hereby. In no event, however, may any such amendments, changes and modifications permit (a) the reduction of Lease Payments required to be made to ensure the payment of the Bonds and the other obligations secured by the Series 2015 Bond Resolution or the Series 2020 Bond Resolution; or (b) the reduction of the percentage of the principal amount of the Bonds required to consent to any such amendment, change or modification.”

Section 2. Severability.

If any provision of this First Amendment to Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3. Execution Counterparts.

This First Amendment to Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4. Captions.

The captions and headings in this First Amendment to Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this First Amendment to Lease Agreement.

Section 5. Law Governing Lease.

This First Amendment to Lease shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 6. Original Lease.

Except as set forth in this First Amendment to Lease, all terms and provisions of the Original Lease Agreement are hereby ratified, the Original Lease Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this First Amendment to Lease and the Original Lease Agreement, the terms of this First Amendment to Lease will prevail.

IN WITNESS WHEREOF, the Authority and the City have caused this First Amendment to Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY

(SEAL)

By: _____
Chairman

Attest:

Secretary

CITY OF SANDY SPRINGS, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

SCHEDULE 1

LEASE PAYMENTS

[ATTACHED.]

City of Sandy Springs Public Facilities Authority
Revenue Bonds (City of Sandy Springs City Center Project), Series 2015,
maturing in the years 2021 through 2026

Lease Payments

11/1/2020	\$0	\$460,000	\$460,000
5/1/2021	2,840,000	460,000	3,300,000
11/1/2021	0	389,000	389,000
5/1/2022	2,980,000	389,000	3,369,000
11/1/2022	0	314,500	314,500
5/1/2023	3,130,000	314,500	3,444,500
11/1/2023	0	236,250	236,250
5/1/2024	3,285,000	236,250	3,521,250
11/1/2024	0	174,750	174,750
5/1/2025	3,410,000	174,750	3,584,750
11/1/2025	0	89,500	89,500
5/1/2026	3,580,000	89,500	3,669,500

NET DEBT SERVICE

City of Sandy Springs Public Facilities Authority (Georgia)
Taxable Refunding Revenue Bonds (City of Sandy Springs City Center Project), Series 2020
Final Verified Numbers

Date	Principal	Interest	Total Debt Service	Net Debt Service
05/01/2021	695,000	1,844,811.23	2,539,811.23	2,539,811.23
11/01/2021		1,619,069.75	1,619,069.75	1,619,069.75
05/01/2022	2,135,000	1,619,069.75	3,754,069.75	3,754,069.75
11/01/2022		1,616,187.50	1,616,187.50	1,616,187.50
05/01/2023	2,145,000	1,616,187.50	3,761,187.50	3,761,187.50
11/01/2023		1,612,433.75	1,612,433.75	1,612,433.75
05/01/2024	2,150,000	1,612,433.75	3,762,433.75	3,762,433.75
11/01/2024		1,606,091.25	1,606,091.25	1,606,091.25
05/01/2025	2,165,000	1,606,091.25	3,771,091.25	3,771,091.25
11/01/2025		1,598,838.50	1,598,838.50	1,598,838.50
05/01/2026	2,175,000	1,598,838.50	3,773,838.50	3,773,838.50
11/01/2026		1,588,398.50	1,588,398.50	1,588,398.50
05/01/2027	5,960,000	1,588,398.50	7,548,398.50	7,548,398.50
11/01/2027		1,556,810.50	1,556,810.50	1,556,810.50
05/01/2028	6,025,000	1,556,810.50	7,581,810.50	7,581,810.50
11/01/2028		1,518,250.50	1,518,250.50	1,518,250.50
05/01/2029	6,105,000	1,518,250.50	7,623,250.50	7,623,250.50
11/01/2029		1,476,126.00	1,476,126.00	1,476,126.00
05/01/2030	6,180,000	1,476,126.00	7,656,126.00	7,656,126.00
11/01/2030		1,430,394.00	1,430,394.00	1,430,394.00
05/01/2031	6,270,000	1,430,394.00	7,700,394.00	7,700,394.00
11/01/2031		1,380,861.00	1,380,861.00	1,380,861.00
05/01/2032	6,365,000	1,380,861.00	7,745,861.00	7,745,861.00
11/01/2032		1,327,395.00	1,327,395.00	1,327,395.00
05/01/2033	6,475,000	1,327,395.00	7,802,395.00	7,802,395.00
11/01/2033		1,269,767.50	1,269,767.50	1,269,767.50
05/01/2034	6,590,000	1,269,767.50	7,859,767.50	7,859,767.50
11/01/2034		1,207,821.50	1,207,821.50	1,207,821.50
05/01/2035	6,720,000	1,207,821.50	7,927,821.50	7,927,821.50
11/01/2035		1,141,293.50	1,141,293.50	1,141,293.50
05/01/2036	6,850,000	1,141,293.50	7,991,293.50	7,991,293.50
11/01/2036		1,070,053.50	1,070,053.50	1,070,053.50
05/01/2037	6,995,000	1,070,053.50	8,065,053.50	8,065,053.50
11/01/2037		993,808.00	993,808.00	993,808.00
05/01/2038	7,145,000	993,808.00	8,138,808.00	8,138,808.00
11/01/2038		914,141.25	914,141.25	914,141.25
05/01/2039	7,305,000	914,141.25	8,219,141.25	8,219,141.25
11/01/2039		825,385.50	825,385.50	825,385.50
05/01/2040	7,480,000	825,385.50	8,305,385.50	8,305,385.50
11/01/2040		734,503.50	734,503.50	734,503.50
05/01/2041	7,660,000	734,503.50	8,394,503.50	8,394,503.50
11/01/2041		641,434.50	641,434.50	641,434.50
05/01/2042	7,850,000	641,434.50	8,491,434.50	8,491,434.50
11/01/2042		546,057.00	546,057.00	546,057.00
05/01/2043	8,045,000	546,057.00	8,591,057.00	8,591,057.00
11/01/2043		442,276.50	442,276.50	442,276.50
05/01/2044	8,245,000	442,276.50	8,687,276.50	8,687,276.50
11/01/2044		335,916.00	335,916.00	335,916.00
05/01/2045	8,460,000	335,916.00	8,795,916.00	8,795,916.00

NET DEBT SERVICE

City of Sandy Springs Public Facilities Authority (Georgia)
Taxable Refunding Revenue Bonds (City of Sandy Springs City Center Project), Series 2020
Final Verified Numbers

Date	Principal	Interest	Total Debt Service	Net Debt Service
11/01/2045		226,782.00	226,782.00	226,782.00
05/01/2046	8,680,000	226,782.00	8,906,782.00	8,906,782.00
11/01/2046		114,810.00	114,810.00	114,810.00
05/01/2047	8,900,000	114,810.00	9,014,810.00	9,014,810.00
	161,770,000	59,434,624.23	221,204,624.23	221,204,624.23

EXHIBIT B

DISCLOSURE POLICY

**POLICY AND PROCEDURES
CONCERNING COMPLIANCE WITH FEDERAL SECURITIES LAWS
RELATING TO DISCLOSURE**

This statement of Policy and Procedures Concerning Compliance With Federal Securities Laws Relating To Disclosure (the “Disclosure Policy”) is promulgated to establish a framework for compliance by the City of Sandy Springs, Georgia (the “City”) with its disclosure and/or contractual obligations with respect to the securities it issues or that are issued on its behalf, pursuant to the requirements of the Securities Exchange Act of 1934, as amended, and the Securities Act of 1933, as amended, including, in particular, Rule 15c2-12, as amended, promulgated under the 1934 Act, and other applicable rules, regulations, and orders.

1. **Meanings.** Certain terms used in this Disclosure Policy have the meanings described in the attached Glossary.
2. **Background.** The City has issued and expects to continue to issue Securities in the public debt markets and, in connection therewith, to issue offering documents and to enter into continuing disclosure undertakings to update financial and operating information contained in the offering documents at least annually and to file timely notices of certain events with the MSRB through EMMA. Investors in the City’s Securities rely on the filings in deciding whether to buy, hold, or sell the City’s Securities.

Under federal securities laws, the City must exercise reasonable care to avoid material misstatements or omissions in preparing Public Statements that are used to sell or tender for Securities in primary offerings, and it may not knowingly or recklessly include material misstatements or misleading statements in other Public Statements while its Securities are outstanding. Knowledge of any officer or employee of the City as well as information in files of the City may be imputed to the City. Disclosure Counsel opinions may help to establish care, but are no defense to an action for failing to disclose or misstating a known material fact.

3. **Purposes.** The purposes of this Disclosure Policy are to formally confirm and enhance existing policies and procedures regarding compliance with federal securities laws relating to disclosure in order:
 - 3.1 **Comply with Law and Contract.** To facilitate compliance with applicable law and existing contracts when preparing and distributing Disclosure Documents in connection with Securities offerings and Continuing Disclosure Documents,
 - 3.2 **Reduce Liability.** To reduce exposure (of the City and its officials and employees) to liability for damages and enforcement actions based on misstatements and omissions in Disclosure Documents,
 - 3.3 **Reduce Borrowing Costs.** To reduce borrowing costs by promoting good investor relations, and

3.4. **Protect the Public.** To avoid damage to residents of the City and other third parties from misstatements or omissions in Disclosure Documents.

4. **Policy.** It is the policy of the City to comply fully with applicable securities law regarding disclosure in connection with the issuance of Securities and with the terms of its Disclosure Agreements.

5. **Procedures.** The following officials and employees of the City shall implement the following procedures in preparing, checking, or issuing the following Disclosure Documents.

5.1. **Official Statements.**

5.1.1. **Working Group.** The Disclosure Working Group for preliminary and final official statements (collectively, “Official Statement”) issued in primary offerings shall consist of the Disclosure Counsel, City’s Counsel and the following officers and employees of the City:

- (a) City Manager; and
- (b) Finance Director.

5.1.2. **Establishing Scope and Process.** At the beginning of the disclosure process, the Disclosure Working Group will (a) determine (with input from Disclosure Counsel and the City’s underwriters, in the case of a negotiated offering) what information should be disclosed in the Official Statement to present fairly a description of the source of repayment and security for the securities being offered, including related financial and operating information (which may include a discussion of material risks related to investment in the securities), (b) assign responsibilities for assembling and verifying the information, and (c) establish a schedule for producing the information and the Official Statement that will afford sufficient time for final review by the Disclosure Working Group and the Disclosure Officers and the approvals required by this Disclosure Policy. While the information included in the last offering document may be used as a starting point, the Disclosure Working Group should be encouraged to provide suggestions for improvement and not assume it represents a complete list of what is currently required.

5.1.3. **Assembling Current Information.** The Disclosure Officers shall (a) identify officers or employees of the City who are likely to know or be able to obtain and verify required information; (b) request that they assemble, verify, and forward the information and also notify the Disclosure Officers of any other fact that they believe to be important to investors; and (c) establish a reasonable but sufficient deadline for producing the information. The Disclosure Officers should produce (or cause to be produced) a draft of the Official Statement based on the

information that they receive. The Disclosure Officers shall assure that employees within their areas devote sufficient time and care to produce timely and accurate information, when requested. The Disclosure Officers shall distribute drafts of the Official Statement to the Disclosure Working Group for review together with a description of the process used to compile it and a list of facts, if any, that employees forwarded as important but are not included in the draft.

5.1.4. Review for Process, Accuracy, and Completeness. The members of the Disclosure Working Group shall review the Official Statement drafts and Disclosure Officers' process description to determine (and shall report to the Disclosure Officers as to) whether, based on information known or reported to them, (a) this Disclosure Policy was followed, (b) the material facts in the Public Statement appear to be consistent with those known to the members of the Disclosure Working Group, and (c) the Official Statement omits any material fact that is necessary to be included to prevent the Official Statement from being misleading to investors. The Disclosure Officers shall take such action as may be necessary, based on feedback from the Disclosure Working Group, to enable the Disclosure Working Group to conclude that this Disclosure Policy was followed and that the Official Statement is accurate and complete in all material respects.

5.1.5. Final Approval. The Disclosure Working Group shall approve the final draft of the Official Statement. The approval of the Disclosure Working Group, together with the Official Statement and the Disclosure Officers' description of the process used to prepare and check the Official Statement, shall be sent to the Mayor of the Governing Board. The Official Statement shall not be issued until approved by these officers.

5.1.6. Documentation of Procedures. The Disclosure Officers shall compile and retain a file of the actions taken to prepare, check, and approve the Official Statement, including the sources of the information included, the comments and actions of the Disclosure Working Group, the description of the process followed by the Disclosure Officers.

5.2. Annual Financial Information and Operating Data.

5.2.1. Working Group. The Disclosure Working Group for annual financial information and operating data to be filed with the MSRB pursuant to Disclosure Agreements (the "Annual Filing") shall consist of the Dissemination Agent and the following officers and employees of the City:

- (a) City Manager, and
- (b) Finance Director.

5.2.2. Assembling Current Information. The Disclosure Officers shall (a) compile and maintain (and update after every issuance or defeasance of Securities) a list of all financial information and operating data required to be

filed with the MSRB pursuant to each of the Disclosure Agreements; (b) assign responsibilities to officers and employees for periodically assembling and verifying the data; (c) request that they assemble, verify, and forward the data to the Disclosure Officers and notify the Disclosure Officers if they have learned of any other fact that they consider to be material with respect to the information provided; and (d) establish a schedule for producing the data (and the Annual Filing document) that will afford sufficient time for final review by the Disclosure Working Group and the Disclosure Officers and the approvals required by this Disclosure Policy. The Disclosure Officers shall distribute drafts of the Annual Filing to the Disclosure Working Group for review together with a description of the process used to compile it.

5.2.3. Review for Process, Accuracy, and Completeness. The members of the Disclosure Working Group shall review the Annual Filing drafts and Disclosure Officers' process description to determine (and shall report to the Disclosure Officers as to) whether, based on information known or reported to them, (a) this Disclosure Policy was followed, (b) the material facts in the Annual Filing appear to be consistent with those known to the members of the Disclosure Working Group, and (c) the Annual Filing omits any material fact that is necessary to be included to prevent the Annual Filing from being misleading to investors. The Disclosure Officers shall take such action as may be necessary, based on feedback from the Disclosure Working Group, to enable the Disclosure Working Group to conclude that this Disclosure Policy was followed and that the Annual Filing is accurate and complete in all material respects.

5.2.4. Final Approval. The Disclosure Working Group shall approve the final draft of the Annual Filing. Its action, together with the Annual Filing and the Disclosure Officers' report regarding the process used to prepare and check the Annual Filing, shall be sent to the Mayor of the Governing Board, and the City's Counsel. The Public Statement shall not be issued until approved by these officers.

5.2.5. Posting. The Disclosure Officers shall file, or cause the Dissemination Agent to file, the Annual Filing with the MSRB through EMMA by the deadline established by the Disclosure Agreements. The Disclosure Officers shall exercise reasonable care to file the Annual Filing in the format and with the identifying information required by the Disclosure Agreements, including applicable CUSIP numbers for the City's Securities.

5.2.6. Documentation of Procedures. The Disclosure Officers shall compile and retain a file of the actions taken to prepare, check, and approve the Annual Filing, including the sources of the information included, the comments and actions of the Disclosure Working Group, the Disclosure Officers' report regarding the process used to prepare and check the Annual Filing, and approvals of the Mayor of the Governing Board, and the City's Counsel.

5.3. Event Notices.

5.3.1. **Identification of Reportable Events.** The Disclosure Officers shall maintain a list of events of which the City is required to provide notice to the MSRB pursuant to the Disclosure Agreements. The Disclosure Officers (with the assistance of Members of the Disclosure Working Group for Official Statements) shall (a) identify the officers and employees of the City who are most likely to first obtain knowledge of the occurrence of such events and (b) request in writing that they notify the Disclosure Officers immediately after learning of any such event, regardless of materiality, and repeat such request in a quarterly reminder.

5.3.2. **Preparation of Event Notice.** The Disclosure Officers shall (a) assess the materiality of any reported event with the assistance of legal counsel (reportable under the Disclosure Agreements only if material) and, if notice of the event must be given (or if no materiality standard applies to that particular event); (b) prepare an Event Notice giving notice of the event; and (c) except for notices of a rating change, bond call, or defeasance, forward the draft Event Notice the Mayor of the Governing Board, and the City's Counsel for their review.

5.3.3. **Review and Approval of Event Notice.** The Mayor of the Governing Board, and the City's Counsel shall promptly review and approve or comment on the Event Notice. The Disclosure Officers shall incorporate such comments into the Event Notice to be filed with EMMA. The Disclosure Officers shall not file the Event Notice Statement until it is approved by the Mayor of the Governing Board, and the City's Counsel, unless the Event Notice (a) gives notice of a rating change, bond call, or defeasance or (b) such approval has not been received by the applicable Disclosure Agreement filing deadline.

5.3.4. **Posting.** The Disclosure Officers shall file, or cause the Dissemination Agent to file, the Event Notice with the MSRB through EMMA by the deadline established by the Disclosure Agreements or, if the facts cannot be correctly and fairly described by the deadline, then as soon thereafter as possible. The Disclosure Officers shall exercise reasonable care to file the Event Notice in the format and with the identifying information required by the Disclosure Agreements, including CUSIP numbers for the applicable Securities.

5.3.5. **Documentation of Procedures.** The Disclosure Officers shall compile and retain a file of the actions taken to report each event and prepare, check, and approve the notice of the event, including the approvals of the Mayor of the Governing Board, and the City's Counsel, if obtained.

6. Training.

6.1. **Personnel to be Trained.** Each member of the Disclosure Working Group, the Disclosure Officers and each officer or employee designated as a source of data or an Event Notice pursuant to this Disclosure Policy shall undergo periodic training.

6.2. **Training Content.** The training program and materials shall be prepared by or with the assistance of the issuer's outside bond or disclosure counsel and approved by the City's Counsel. The training program shall impart the requirements of federal and state securities laws and the Disclosure Agreements, the meaning of "material," and the duties of such officers and employees under this Disclosure Policy.

6.3. **Training Frequency.** Each affected officer and employee shall undergo training (a) promptly after being appointed to a position described in Section 6.1 and (b) annually as necessary to address any changes in law or this Disclosure Policy.

7. **Updates to Policies and Procedures.**

7.1. **Periodic Review.** The Disclosure Policy shall be reviewed annually by the Disclosure Working Group. In addition, at any time all officers and employees of the City are invited and encouraged to make recommendations for changes to this Disclosure Policy so that it fosters better compliance with applicable law, results in better information to investors, or makes the procedures required by this Disclosure Policy more efficient.

7.2. **Recommendations for Change.** Following receipt of any such recommendation, the Disclosure Officers shall give their advice regarding the recommendation to the Disclosure Working Group. The Disclosure Working Group shall consider the recommendation and advice, determine whether to propose a change to this Disclosure Policy, and submit such proposal to the Mayor of the Governing Board.

7.3. **Changes to Disclosure Policy.** The Mayor of the Governing Board, with advice from the City's Counsel and Disclosure Counsel, shall approve and implement any change to this Disclosure Policy that is proposed by the Disclosure Working Group, does not change the fundamental policies or procedures established by this Disclosure Policy, and is determined by the Mayor of the Governing Board to be advisable.

8. **Miscellaneous.**

8.1. **Internal Use Only.** This Disclosure Policy is intended for the internal use of the City only and is not intended to establish any duties in favor of or rights of any person other than the City.

8.2. **Waiver of Procedures.** The officers and employees charged by this Disclosure Policy with performing or refraining from any action may depart from this Disclosure Policy when they and the Disclosure Officers in good faith determine that such departure is in the best interests of the City and consistent with the duties of the City under federal and state securities laws. If either Disclosure Officer is charged by this Disclosure Policy with taking or refraining from such action, any such departure shall require approval of the City's Counsel.

GLOSSARY

For purposes of this Disclosure Policy:

- 1.1. ***“Annual Filing”*** has the meaning given such term in Section 5.2.1.
- 1.2. ***“City’s Counsel”*** means the City’s outside legal counsel.
- 1.3. ***“Continuing Disclosure Document”*** has the meaning given such term in Section 1.14.2 of this Glossary.
- 1.4. ***“Disclosure Agreement”*** means the provisions of each ordinance, order, resolution, or other agreement of the City by which the City undertakes to provide financial and operating data periodically, and timely notices of certain events, to the MSRB, whether expressly or as the only nationally recognized municipal securities information repository under SEC Rule 15c2-12.
- 1.5. ***“Disclosure Counsel”*** means Gray Pannell & Woodward LLP, or any successor counsel engaged from time to time by the City to give advice to the City in accordance with this Disclosure Policy.
- 1.6. ***“Disclosure Documents”*** means those items set forth under Sections 1.14.1, 1.14.2, and 1.14.3 of this Glossary.
- 1.7. ***“Disclosure Officers”*** means the officers or employees of the City charged with exercising the responsibilities of a Disclosure Officer under this Disclosure Policy, i.e., the Finance Director and City Manager.
- 1.8. ***“Disclosure Working Group”*** for any Public Statement means the officers or employees of the City charged with exercising the responsibilities of the Disclosure Working Group in preparing or checking the Public Statement under this Disclosure Policy, as described in Section 5.
- 1.9. ***“Dissemination Agent”*** shall mean the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.
- 1.10. ***“EMMA”*** means the Electronic Municipal Market Access System maintained by the MSRB.
- 1.11. ***“Governing Body”*** means the Mayor and Council of the City of Sandy Springs.
- 1.12. ***“Material”*** when used with respect to a fact included in a disclosure document means, generally, that a reasonable investor likely would attach significance to it in making a decision to buy, hold, or sell Securities of the City. When questions of materiality arise, counsel should be consulted.
- 1.13. ***“MSRB”*** means the Municipal Securities Rulemaking Board.

1.14. “**Public Statement**” means any statement or other communication that is intended (or reasonably can be expected) to be accessible to and relied upon by investors in the City’s Securities, including, as applicable:

1.14.1. **Offering Documents:** preliminary and final Official Statements and other documents by which Securities are offered to the public by the City as well as solicitation statements by which the City offers to purchase its Securities or requests consents or waivers regarding Securities;

1.14.2. **Continuing Disclosure Documents:** financial and operating data and event notices filed with the MSRB through EMMA pursuant to Disclosure Agreements;

1.14.3. **Other EMMA Filings:** other information filed with the MSRB through EMMA;

1.14.4. **Website Content:** information uploaded or linked or posted to the website of the City; and

1.14.5. **Press Releases, Etc.:** press releases and other formal statements of the City or the Mayor of the Governing Board.

1.15. “**SEC**” means the United States Securities and Exchange Commission.

1.16. “**Securities**” means bonds, notes, certificates of obligation, certificates of participation, and other debt obligations or securities of the City, or the payment of which the City is obligated to support by a lease, contract, or other arrangement, that are sold to or otherwise held or traded in by the public.

EXHIBIT C

Supplemental Bond Resolution

SUPPLEMENTAL BOND RESOLUTION OF
CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY

WHEREAS, the City of Sandy Springs Public Facilities Authority (the “Authority”) was duly created and is validly existing pursuant to the an act of the General Assembly of the State of Georgia (Ga. Laws 2006, page 3908, *et seq.*, as amended) (the “Act”); and

WHEREAS, on April 21, 2020, the Authority adopted a Bond Resolution (the “Original Resolution”), authorizing, among other things, the issuance of City of Sandy Springs Public Facilities Authority Taxable Refunding Revenue Bonds (City of Sandy Springs City Center Project), Series 2020 (the “Series 2020 Bonds”), in the aggregate principal amount of not to exceed \$198,000,000; and

WHEREAS, the Original Resolution provides that the Series 2020 Bonds shall bear interest at rates not to exceed 5.00% per annum; and

WHEREAS, the Original Resolution provides that the principal amount of the Series 2020 Bonds maturing in each year (through the operation of a sinking fund or otherwise), the interest rate on each such maturity, and the optional and mandatory redemption provisions applicable thereto will be determined by the Authority in one or more supplemental resolutions; and

WHEREAS, it is proposed that the Authority should determine the principal amount of the Series 2020 Bonds maturing in each year, the interest rate on each such maturity, and the optional and mandatory redemption provisions applicable thereto as provided in this supplemental resolution (the “Supplemental Resolution” and, together with the Original Resolution, the “Bond Resolution”); and

WHEREAS, it is proposed that the Authority should ratify the use and distribution of the Preliminary Official Statement, dated September 9, 2020 (the “Preliminary Official Statement”) and authorize the execution, use and distribution of the Official Statement, dated the date hereof (the “Official Statement”); and

NOW, THEREFORE, BE IT RESOLVED by the Authority, and it is hereby resolved by authority of the same as follows:

Section 1. Particulars of the Series 2020 Bonds; Redemption. The principal amount of the Series 2020 Bonds maturing on May 1 of each year together with the interest rate on each such maturity are set forth on Exhibit A hereto.

Optional Redemption. The Series 2020 Bonds maturing on May 1, 2031 and thereafter are redeemable prior to maturity at the option of the City, in whole or in part at any time on or after May 1, 2030, in any order of maturity, from any moneys available therefor, at par plus accrued interest to the redemption date, all in the manner provided in the Bond Resolution.

Mandatory Redemption of Series 2020 Bonds. The Series 2020 Bonds maturing on May

1, 2042, are subject to mandatory sinking fund redemption on May 1, 2039, and on each May 1 thereafter to and including May 1, 2042, in the principal amount set forth in the table below (after credit as provided below), at a redemption price equal to 100% of the principal amount to be redeemed plus interest due thereon on such redemption date (the May 1, 2042 amount to be paid rather than redeemed):

<u>May 1 of the Year</u>	<u>Principal Amount</u>
2039	\$7,305,000
2040	7,480,000
2041	7,660,000
2042	7,850,000+
+ Final Maturity	

Mandatory Redemption of Series 2020 Bonds. The Series 2020 Bonds maturing on May 1, 2047, are subject to mandatory sinking fund redemption on May 1, 2043, and on each May 1 thereafter to and including May 1, 2047, in the principal amount set forth in the table below (after credit as provided below), at a redemption price equal to 100% of the principal amount to be redeemed plus interest due thereon on such redemption date (the May 1, 2047 amount to be paid rather than redeemed):

<u>May 1 of the Year</u>	<u>Principal Amount</u>
2043	\$8,045,000
2044	8,245,000
2045	8,460,000
2046	8,680,000
2047	8,900,000+
+ Final Maturity	

Method of Redemption. In the event of a partial redemption of the Series 2020 Bonds, the particular maturity or maturities to be redeemed shall be selected by the Authority as directed by the City. If less than all of the Series 2020 Bonds of a maturity are to be called for redemption, the particular certificates of such maturity or portions thereof in the case of bonds in principal amounts greater than \$5,000 to be redeemed shall be selected by lot in such manner as may be designated by DTC, when in book-entry form and by the Paying Agent, when not in book-entry form.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2020 Bonds (or the portions thereof) to be redeemed and specifying the terms of such redemption, will be mailed, by first class mail, to the owners of the Series 2020 Bonds to be redeemed (in whole or in part) at their addresses appearing on the bond register maintained by the Bond Registrar not

more than 60 days nor less than 30 days prior to the redemption date; provided, however, that failure to give such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of any Bond or portion thereof with respect to which no such failure has occurred. Any notice mailed as provided in the Bond Resolution will be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

If at the time of mailing of notice of redemption there have not been deposited with the Bond Registrar moneys sufficient to redeem all Series 2020 Bonds called for redemption, which moneys are or will be available for redemption of Series 2020 Bonds, such notice will state that it is conditional upon the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the date established for redemption, and such notice will be of no effect unless such moneys are so deposited.

On or prior to the date fixed for any redemption of Series 2020 Bonds the moneys required for such redemptions are to be deposited by or on behalf of the Authority in accordance with the Lease Agreement. All Series 2020 Bonds called for redemption will cease to bear interest after the specified redemption date, provided that sufficient funds for redemption are on deposit with the Paying Agent.

Section 2. Refunding and Defeasance of Refunded Series 2015 Bonds. The refunding of the City of Sandy Springs Public Facilities Authority Revenue Bonds (City of Sandy Springs City Center Project), Series 2015, maturing in the years 2027 through 2047, inclusive (the "Refunded Series 2015 Bonds") is hereby authorized and approved. A cash contribution in the amount of \$2,999,325, together with a portion of the proceeds of the Series 2020 Bonds, is hereby authorized to be deposited with the Series 2015 Escrow Agent (as defined in the Original Bond Resolution) in order to provide amounts sufficient to advance refund and defease the Series 2020 Bonds.

The selection of Wells Fargo Securities, as the winning bidder for the provision of non-callable direct obligations of the United States of America to be held by the Series 2015 Escrow Agent in connection with the defeasance of the Refunded Series 2015 Bonds is hereby ratified and approved.

The Chairman of the Authority is hereby authorized to execute and/or deliver all such documents certificates or notices necessary to effect the refunding and defeasance of the Refunded Series 2015 Bonds.

Section 3. Acceptance of Bid. In accordance with an Official Notice of Sale, the Authority and the City received electronic bids for the purchase of the Series 2020 Bonds on September 15, 2020, and the City Manager and Interim Finance Director of the City, with the assistance of Davenport & Company LLC, as municipal advisor to the City, reviewed the bids and determined that the best bid for the Series 2020 Bonds was submitted by Wells Fargo Bank, National Association. Said bid is hereby accepted on behalf of the City, and the award of the sale of the Series 2020 Bonds to Wells Fargo Bank, National Association is hereby authorized and approved.

Section 4. Authorization of First Amendment to Lease Agreement. The execution, delivery and performance of the First Amendment to Lease Agreement, a copy of which is attached hereto as Exhibit B, are hereby authorized. The First Amendment to Lease Agreement shall be in substantially the form attached hereto, with such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman of the Authority, and the execution and delivery by the Chairman or Vice-Chairman as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 5. Ratification and Authorization of Preliminary Official Statement and Official Statement. The use and distribution of the Preliminary Official Statement are hereby ratified and approved. The use, distribution and execution of the Official Statement are hereby authorized, provided that the Official Statement is in substantially the same form as the Preliminary Official Statement. The execution of the Official Statement by the Chairman or Vice Chairman of the Authority, as hereby authorized shall be conclusive evidence of the approval of any such changes.

Section 6. Reaffirmation of Original Resolution. All of the terms and provisions of the Original Resolution, except as specifically modified by this Supplemental Resolution, are hereby ratified and reaffirmed.

Section 7. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in any agreement, indenture or other instrument authorized or approved hereby shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the Authority in his individual capacity, and no such officer, director, agent or employee shall be personally liable on the Series 2020 Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 8. General Authority. From and after the date of adoption of this Supplemental Resolution, the proper officers, directors, agents and employees of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, instruments or certificates as may be necessary to carry out and comply with the provisions of this Supplemental Resolution and the Original Resolution and are further authorized to take any and all further actions and to execute any and all other documents, certificates and instruments as may be necessary or desirable in connection with the issuance of the Series 2020 Bonds and the execution and delivery of the First Amendment to Lease Agreement or any other similar documents relating to the Series 2020 Bonds.

Section 9. Actions Approved and Confirmed. All acts and doings of the officers, or employees of the Authority which are in conformity with the purposes and intents of this Supplemental Resolution and the Original Resolution and in furtherance of the issuance of the Series 2020 Bonds shall be, and the same hereby are, in all respects approved and confirmed.

Section 10. Repealing Clause. All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 11. Effective Date. This Supplemental Resolution shall be effective immediately upon its adoption.

Adopted this 15th day of September, 2020.

CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY

By: _____
Chairman

(CORPORATE SEAL)

Attest:

Secretary

EXHIBIT A

Series 2020 Bonds - Aggregate Principal Amount, Maturity, Interest Rate, Initially Dated

The Series 2020 Bonds shall be dated as of October 6, 2020, their date of issuance and delivery, and shall be issued in the aggregate principal amount equal to \$161,770,000. The principal amount of the Series 2020 Bonds maturing May 1 of each year together with the taxable interest rate on each such maturity shall be as follows:

[See Attached]

BOND PRICING

City of Sandy Springs Public Facilities Authority (Georgia)
Taxable Refunding Revenue Bonds (City of Sandy Springs City Center Project), Series 2020
Final Verified Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	05/01/2021	695,000	0.220%	0.220%	100.000
	05/01/2022	2,135,000	0.270%	0.270%	100.000
	05/01/2023	2,145,000	0.350%	0.350%	100.000
	05/01/2024	2,150,000	0.590%	0.590%	100.000
	05/01/2025	2,165,000	0.670%	0.670%	100.000
	05/01/2026	2,175,000	0.960%	0.960%	100.000
	05/01/2027	5,960,000	1.060%	1.060%	100.000
	05/01/2028	6,025,000	1.280%	1.280%	100.000
	05/01/2029	6,105,000	1.380%	1.380%	100.000
	05/01/2030	6,180,000	1.480%	1.480%	100.000
	05/01/2031	6,270,000	1.580%	1.580%	100.000
	05/01/2032	6,365,000	1.680%	1.680%	100.000
	05/01/2033	6,475,000	1.780%	1.780%	100.000
	05/01/2034	6,590,000	1.880%	1.880%	100.000
	05/01/2035	6,720,000	1.980%	1.980%	100.000
	05/01/2036	6,850,000	2.080%	2.080%	100.000
	05/01/2037	6,995,000	2.180%	2.180%	100.000
	05/01/2038	7,145,000	2.230%	2.230%	100.000
		89,145,000			
Bond Component:					
	05/01/2039	7,305,000	2.430%	2.430%	100.000
	05/01/2040	7,480,000	2.430%	2.430%	100.000
	05/01/2041	7,660,000	2.430%	2.430%	100.000
	05/01/2042	7,850,000	2.430%	2.430%	100.000
		30,295,000			
Bond Component #2:					
	05/01/2043	8,045,000	2.580%	2.580%	100.000
	05/01/2044	8,245,000	2.580%	2.580%	100.000
	05/01/2045	8,460,000	2.580%	2.580%	100.000
	05/01/2046	8,680,000	2.580%	2.580%	100.000
	05/01/2047	8,900,000	2.580%	2.580%	100.000
		42,330,000			
		161,770,000			

Dated Date 10/06/2020
Delivery Date 10/06/2020
First Coupon 05/01/2021

Par Amount 161,770,000.00
Original Issue Discount

Production 161,770,000.00 100.000000%
Underwriter's Discount -1,115,582.10 -0.689610%

Purchase Price 160,654,417.90 99.310390%
Accrued Interest

Net Proceeds 160,654,417.90

EXHIBIT B

First Amendment to Lease Agreement

SECRETARY'S CERTIFICATE

The undersigned Secretary of the City of Sandy Springs Public Facilities Authority (the "Authority"), does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of the resolution adopted on September 15, 2020, by the members of the Authority in a meeting which was duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of record in the minute book of the Authority which is in my custody and control.

WITNESS my hand and the official seal of the City of Sandy Springs Public Facilities Authority, this 15th day of September, 2020.

Secretary, City of Sandy Springs Public Facilities
Authority

(CORPORATE SEAL)

CLERK'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the City of Sandy Springs, Georgia, which resolution was duly adopted at a meeting of the City Council duly called and assembled on September 15, 2020, and at which a quorum was present and acting throughout and that the original of said resolution appears of record in the minute book of the City Council which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the City Council this 15th day of September, 2020.

(S E A L)

Clerk

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA (THE “CITY”), TO APPROVE THE BOND RESOLUTION OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY AUTHORIZING THE ISSUANCE OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY REVENUE BONDS (PUBLIC FACILITIES PROJECT), SERIES 2020B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$60,000,000; TO AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE AUTHORITY, AS LESSOR, AND THE CITY, AS LESSEE; TO AUTHORIZE THE MAYOR AND OTHER OFFICERS AND OFFICIALS OF THE CITY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE REVENUE BONDS DESCRIBED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of Sandy Springs Public Facilities Authority (the “Authority”) was duly created and is validly existing pursuant to an act of the General Assembly of the State of Georgia (Ga. Laws 2006, page 3908, *et seq.*, as amended) (the “Act”); and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has, among others, the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of (1) any project (as authorized by the Act), which includes all buildings and facilities necessary or convenient for the efficient operation of the City of Sandy Springs, Georgia (the “City”), or any department, agency, division or commission thereof and (2) any undertaking permitted by the Revenue Bond Law; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the City has requested that the Authority issue its Revenue Bonds (Public Facilities Project), Series 2020B, in the aggregate principal amount of not to exceed \$60,000,000 (the “Series 2020B Bonds”) to provide funds to (i) finance, in whole or in part, the cost of acquiring, constructing and installing certain public buildings, facilities and equipment necessary and convenient for the efficient operation of the City (the “Projects”), as more fully described in the Project Report attached as Exhibit C to the Bond Resolution (as defined below), and (ii) pay expenses necessary to accomplish the foregoing; and

WHEREAS, the Series 2020B Bonds shall be issued pursuant to a resolution of the Authority, adopted on September 15, 2020 (the “Bond Resolution”), a form of which is attached hereto as Exhibit A; and

WHEREAS, the exact aggregate principal amount of the Series 2020B Bonds and interest rates thereon will be determined by the Authority in a resolution supplementing the Bond Resolution (the “Supplemental Bond Resolution”); and

WHEREAS, the Authority and the City propose to enter into a Lease Agreement (the “Lease”), pursuant to which the Projects will be leased by the Authority, as lessor, to the City, as lessee, and the City will agree to make lease payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2020B Bonds (the “Lease Payments”); and

WHEREAS, the Series 2020B Bonds will be secured by a first lien on the Lease and the Lease Payments; and

WHEREAS, the City proposes to authorize the use and distribution of a Preliminary Official Statement relating to the Series 2020B Bonds (the “Preliminary Official Statement”), authorize the execution, delivery and use of an Official Statement relating to the Series 2020B Bonds (the “Official Statement”) and “deem final” the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission; and

WHEREAS, the City proposes to authorize the execution, delivery and performance of a Continuing Disclosure Certificate (the “Disclosure Certificate”) to assist the initial purchaser of the Series 2020B Bonds in complying with its obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended; and

WHEREAS, it is necessary and proper that the Mayor and Council of the City approve the form of the Bond Resolution and the Lease, and authorize the Mayor to execute the Lease and the Disclosure Certificate.

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

The City has made a finding of fact that:

- 1) The Projects are “projects” and/or “undertakings” as defined pursuant to the Act or the Revenue Bond Law and is “self-liquidating” as defined pursuant to the Act; and
- 2) Following study and investigation, the City has determined that it is in the best interests to enter into the Lease with the Authority in connection with the Projects for the benefit of the City and its citizens;

BE IF FURTHER RESOLVED, as follows:

1. The Mayor and Council of the City hereby approve the form of the Bond Resolution, adopted by the Authority on September 15, 2020, in substantially the form attached hereto as Exhibit A, together with such supplements and amendments which may be made

thereto with the consent of the Mayor of the City (the “Mayor”).

2. The Mayor is authorized and directed to cause to be prepared an answer to be filed in validation proceedings requesting that the Series 2020B Bonds and the security therefor be declared valid in all respects.

3. Subject to Section 10 below, the execution, delivery and performance by the City of the Lease, in substantially the form attached hereto as Exhibit B, between the City and the Authority be and the same are hereby authorized. The Mayor is authorized to agree to any amendments to the Lease as may be necessary prior to the issuance of each series of the Series 2020B Bonds, and the execution and delivery of any such amendments shall be conclusive evidence of such approval. The Clerk of the City is authorized to attest the execution by the Mayor of the Lease and to affix the seal of the City to such documents.

4. The City hereby hereby certifies that the City’s pledge of its taxing power, subject to the 4.731 mill per dollar limitation (or such greater amount as may hereafter be recommended by the Mayor and Council of the City and approved by a majority of the eligible voters in the City by referendum), produces an amount that is at least 1.00 times the maximum annual debt service coming due on the Series 2020B Bonds and any other debt or obligations of the City in any Sinking Fund Year (as defined in the Lease Agreement).

5. Subject to Section 10 below, the execution, delivery and performance of the Disclosure Certificate are hereby authorized. The Disclosure Certificate shall be in substantially the forms presented for approval at the meeting of the Mayor and Council of the City to adopt the Supplemental Resolution.

6. Prior to the execution of the Lease, and any amendments thereto, the Disclosure Certificate or other documents, the Mayor may approve any exhibits thereto and such other changes or additions as may be necessary and desirable to effect the purposes of this resolution, and the execution of the Lease, the Disclosure Certificate or other documents by the Mayor shall be conclusive evidence of such approval.

7. The use and distribution of the Preliminary Official Statement are hereby ratified and approved. Subject to Section 10 below, the use, distribution and execution of the Official Statement are hereby authorized, provided that such Official Statement is in substantially the same form as the respective Preliminary Official Statement. The execution of the Official Statement by the Mayor, as hereby authorized shall be conclusive evidence of the approval of any such changes.

8. The execution and delivery of a certificate deeming the Preliminary Official Statement final for purpose of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended, are hereby authorized and approved.

9. The Mayor, Clerk of the City, and such other officials as may be required are directed to take such actions and to complete such transfers as are necessary to provide security for payment of the Series 2020B Bonds in accordance with the Bond Resolution and any

amendments or supplemental resolutions of the Authority and to fulfill the obligations of the City pursuant to the Lease, as the same may be hereafter amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

10. The Lease, and any amendment thereto, the Disclosure Certificate and the Official Statement shall not be executed until the Mayor and Council of the City have been provided a certified copy of the respective Supplemental Bond Resolution and have adopted the respective Supplemental Resolution, approving such Supplemental Bond Resolution and the final terms for each respective series of the Series 2020B Bonds.

11. The Mayor is hereby authorized to execute and deliver a certification, based upon facts, estimates and circumstances, as to reasonable expectations regarding the amount, expenditure and use of the proceeds of the Series 2020B Bonds, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Series 2020B Bonds.

12. No stipulation, obligation or agreement herein contained or contained in the Lease shall be deemed to be a stipulation, obligation or agreement of the Mayor or Clerk of the City in their individual capacity, and neither the Mayor nor the Clerk of the City shall be personally liable under the Lease or on the Series 2020B Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

13. From and after the execution and delivery of the Lease, and any amendments thereto and the Disclosure Certificate, the Mayor is hereby authorized, empowered, and directed to perform all actions and things, relating to the Lease and the issuance of the Series 2020B Bonds, and to execute all such documents as may be necessary to carry out and comply with the provisions of said Lease, and any amendments thereto, as executed, and is further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2020B Bonds and the execution and delivery of the Lease. The Clerk of City is authorized, empowered, and directed to attest the signatures of the Mayor, as and if necessary, with the signatures of such persons to be conclusive evidence of their authority to do and perform such actions and things.

14. All acts and doings of the Mayor which are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Series 2020B Bonds and the execution, delivery and performance of the Lease, and any amendments thereto, and the Disclosure Certificate shall be, and the same hereby are, in all respects approved and confirmed.

15. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

16. All ordinances, resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

17. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 15th day of September, 2020.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor

(S E A L)

Attest: _____
Clerk

Exhibit A

Bond Resolution

BOND RESOLUTION

RESOLUTION OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY (GEORGIA) TO PROVIDE FOR THE ISSUANCE OF ITS REVENUE BONDS (PUBLIC FACILITIES PROJECT), SERIES 2020B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$60,000,000, TO PROVIDE FUNDS TO (I) FINANCE THE COST OF ACQUIRING, CONSTRUCTING AND INSTALLING CERTAIN PUBLIC FACILITY PROJECTS FOR LEASE TO THE CITY OF SANDY SPRINGS, GEORGIA, AND (II) PAY EXPENSES NECESSARY TO ACCOMPLISH THE FOREGOING; TO PROVIDE FOR THE ISSUANCE UNDER CERTAIN TERMS AND CONDITIONS OF ADDITIONAL BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE HOLDERS OF THE BONDS ISSUED HEREUNDER; TO AUTHORIZE AND APPROVE THE EXECUTION OF A LEASE AGREEMENT WITH THE CITY OF SANDY SPRINGS, GEORGIA; AND FOR OTHER RELATED PURPOSES.

Adopted on

September 15, 2020

This document was prepared by

Gray, Pannell & Woodward LLP
347 W. Hancock Ave., Suite 100
Athens, Georgia 30601

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BOND RESOLUTION

RESOLUTION OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY (GEORGIA) TO PROVIDE FOR THE ISSUANCE OF ITS REVENUE BONDS (PUBLIC FACILITIES PROJECT), SERIES 2020B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$60,000,000, TO PROVIDE FUNDS TO (I) TO FINANCE THE COST OF ACQUIRING, CONSTRUCTING AND INSTALLING CERTAIN PUBLIC FACILITY PROJECTS FOR LEASE TO THE CITY OF SANDY SPRINGS, GEORGIA, AND (II) PAY EXPENSES NECESSARY TO ACCOMPLISH THE FOREGOING; TO PROVIDE FOR THE ISSUANCE UNDER CERTAIN TERMS AND CONDITIONS OF ADDITIONAL BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE HOLDERS OF THE BONDS ISSUED HEREUNDER; TO AUTHORIZE AND APPROVE THE EXECUTION OF A LEASE AGREEMENT WITH THE CITY OF SANDY SPRINGS, GEORGIA; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the City of Sandy Springs Public Facilities Authority (the “Authority”) was duly created and is validly existing pursuant to an act of the General Assembly of the State of Georgia (Ga. Laws 2006, page 3908, *et seq.*, as amended) (the “Act”); and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has, among others, the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of (1) any project (as authorized by the Act), which includes all buildings and facilities necessary or convenient for the efficient operation of the City of Sandy Springs, Georgia (the “City”), or any department, agency, division or commission thereof and (2) any undertaking permitted by the Revenue Bond Law; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to acquire, construct and install certain public buildings, facilities and equipment necessary and convenient for the efficient operation of the City (the “Projects”), as more fully described in the Project Report attached hereto as Exhibit C; and

WHEREAS, after careful study and investigation, the Authority proposes to issue its Revenue Bonds (Public Facilities Project), Series 2020B, in the aggregate principal amount of not to exceed \$60,000,000 (the "Series 2020B Bonds"), for the purpose of providing funds to (a) finance the acquisition, construction and installation of the Projects and (b) pay the costs incident thereto; and

WHEREAS, the Authority and the City propose to enter into a Lease Agreement (the "Lease Agreement"), pursuant to which the Projects will be leased by the Authority, as lessor, to the City, as lessee, and the City will agree to make lease payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2020B Bonds (the "Lease Payments"); and

WHEREAS, the Series 2020B Bonds will be secured by a first lien on the Lease Agreement and the Lease Payments; and

WHEREAS, the Authority proposes to authorize the use and distribution of a Preliminary Official Statement relating to the Series 2020B Bonds (the "Preliminary Official Statement"), authorize the execution, delivery and use of an Official Statement relating to the Series 2020B Bonds (the "Official Statement") and "deem final" the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission; and

WHEREAS, the Authority has retained the services of Davenport & Company LLC, to act as financial advisor for the Series 2020B Bonds (the "Financial Advisor"); and

WHEREAS, the Financial Advisor has advised that it is in the best interest of the Authority to (a) prepare a notice of sale to be submitted to prospective underwriters and purchasers of the Series 2020B Bonds and to receive competitive bids, (b) select and underwriter by negotiated sale, or (c) privately place the Series 2020B Bonds with a bank; and

WHEREAS, the Authority and the City desire to authorize and direct (i) the Financial Advisor to prepare and publish the appropriate notices of sale for the Series 2020B Bonds and to have the City Manager of the City review all bids received in accordance with such notices; and (ii) the City Manager of the City to award the sale of the Series 2020B Bonds to the bidder(s) submitting the best bid(s) with the lowest true interest cost to the Authority and the City.

NOW, THEREFORE, BE IT RESOLVED, by the City of Sandy Springs Public Facilities Authority, and it is hereby resolved by authority of same, as follows:

(1) Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

(2) Findings. It is hereby ascertained, determined and declared that:

(a) The acquisition, construction and installation of the Projects are lawful and valid public purposes in that they will further the public purposes to be

served by the Act;

(b) The Projects are “projects” and/or “undertakings” as defined pursuant to the Act or the Revenue Bond Law and is “self-liquidating” as defined pursuant to the Act; and

(c) the specified payments to be received by the Authority under the Lease Agreement will be fully sufficient to pay the principal of and interest on the Series 2020B Bonds as the same become due and payable; and

BE IF FURTHER RESOLVED, as follows:

ARTICLE I.

DEFINITIONS

In addition to the terms hereinabove defined, whenever the following terms are used in this Bond Resolution, the same, unless the context shall clearly indicate another or different meaning or intent, shall be construed or used and are intended to have the meaning set forth in the Lease Agreement or set forth below:

“Act” means the act of the General Assembly of the State of Georgia (Ga. Laws 2006, page 3908, *et seq.*, as amended).

“Additional Bonds” means any revenue bonds of the Authority ranking on a parity with the Series 2020B Bonds which may hereafter be issued pursuant to Section 2.10 hereof.

“Agent Member” means a member of, or participant in, the Securities Depository.

“Authority” means the City of Sandy Springs Public Facilities Authority and its successors and assigns.

“Beneficial Owners” shall mean the owners of a beneficial interest in the Series 2020B Bonds registered in Book-Entry Form.

“Bond Registrar” means initially U.S. Bank National Association, Atlanta, Georgia and its successors and assigns or any successor commercial bank or banks appointed by the Authority and approved by the City to serve as bond registrar, in accordance with the terms of this Bond Resolution and any supplemental resolution, for any series of Bonds secured by this Bond Resolution.

“Bond Resolution” means this Bond Resolution, as same may be supplemented from time to time.

“Bondholders” and “owners” mean the registered owners of the outstanding Bonds.

“Bonds” means the Series 2020B Bonds and any Additional Bonds authorized by and issued pursuant to this Bond Resolution.

“Book-Entry Form” or “Book-Entry System” shall mean, with respect to the Series 2020B Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Series 2020B Bonds and bond service charges may be transferred only through book entry and (ii) physical Series 2020B Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Series 2020B Bonds in the custody of a Securities Depository.

“Business Day” means a day which is not (a) a Saturday, a Sunday or a legal holiday on which banking institutions in the State of Georgia or the State of New York are authorized by

law or executive order to close or (b) a day on which the New York Stock Exchange is authorized or obligated by law or executive order to close.

“City” means the City of Sandy Springs, Georgia and its successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended and any applicable regulations thereunder.

“Cost of Issuance Fund” means the City of Sandy Springs Public Facilities Authority Cost of Issuance Fund – Public Facilities Project, Series 2020B created pursuant to Section 4.04 of this Bond Resolution.

“Cost of Issuance Fund Depository” means initially U.S. Bank National Association, Atlanta, Georgia and its successors and assigns, or any successor cost of issuance fund depository hereafter appointed by the Authority and approved by the City; provided, however, the Cost of Issuance Fund Depository shall at all times be a commercial bank or trust company.

“DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, or its nominee, or any other person, firm, association or corporation designated in any resolution of the Issuer supplemental hereto to serve as securities depository for a series of Bonds.

“Fiscal Year” means the period commencing on the 1st day of July in each calendar year and extending through the 30th day of June of the following year, or such other period as shall hereafter be adopted by the City as herein provided.

“Government Obligations” means (a) direct obligations of the United States of America for the full and timely payment of which the full faith and credit of the United States of America is pledged, or (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the full and timely payment of the principal of and the interest on which is fully and unconditionally guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity at less than par by anyone other than the holder.

“Interest Payment Date” means the 1st day of each May and November of each year or such other dates as may be specified in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of each series of Series 2020B Bonds.

“Lease Agreement” means the Lease Agreement, between the Authority and the City, with respect to the Projects, as the same from time to time may be amended.

“Lease Payments” means the payments which are to be received by the Authority pursuant to Section 5.2 of the Lease Agreement, which are equal to the amounts sufficient to enable the Authority to pay the principal of and interest on the Bonds as the same become due, whether at maturity or by proceedings for mandatory redemption; provided, however, the City

shall receive a credit against any required Lease Payment to the extent moneys are on deposit in the Sinking Fund and available to pay the principal of and interest on the Bonds coming due on the next succeeding Interest Payment Date, as the case may be. In addition to the foregoing, each Lease Payment shall include the charges as billed specified in subparagraphs (e) and (f) of Section 5.03 of this Bond Resolution and any deficit in any preceding Lease Payment.

“Paying Agent” means initially U.S. Bank National Association, Atlanta, Georgia and its successors and assigns, or any successor commercial bank or banks appointed by the Authority and approved by the City to serve as paying agent, in accordance with the terms of this Bond Resolution and any supplemental resolution, for any series of Bonds secured by this Bond Resolution.

“Permitted Investments” means and includes any of the following securities, if and to the extent the same are at the time legal for investment of Authority funds:

(1) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended;

(2) Bonds or obligations of such county, municipal corporation, school district, political subdivision, authority, or body or bonds or obligations of the State of Georgia or other states or of other counties, municipal corporations, and political subdivisions of the State of Georgia;

(3) Bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

(4) Obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(5) Bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(6) Certificates of deposit of national or state banks located within this state which have deposits insured by the Federal Deposit Insurance Corporation and

certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within this state which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within this state or with a trust office within this state, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State of Georgia or other states or of any county or municipal corporation in the State of Georgia, obligations of the United States or subsidiary corporations described in (3) above, obligations of the agencies and instrumentalities of the United States government described in (4) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities described in (5) above;

(7) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(A) The portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraphs (3) and (4) above and repurchase agreements fully collateralized by any such obligations;

(B) Such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(C) Such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(D) Securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State of Georgia; and

(8) Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary

dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys.

(9) any other investments authorized by the laws of the State of Georgia.

“Projects” mean the public facility projects financed with the proceeds of the Series 2020B Bonds described more fully in the Project Report.

“Project Fund” means the City of Sandy Springs Public Facilities Authority Project Fund – Public Facilities Project, Series 2020B created in Section 4.02 of this Bond Resolution.

“Project Fund Custodian” means initially U.S. Bank National Association, its successors and assigns, or any successor project fund custodian hereafter appointed by the Authority and approved by the City; provided, however, the Project Fund Custodian shall at all times be a commercial bank or trust company.

“Project Report” shall mean the project report attached hereto as Exhibit C.

“Record Date” means the fifteenth day of the month next preceding the Interest Payment Date.

“Securities Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

“Series 2020B Bonds” means the not to exceed \$60,000,000 in aggregate principal amount of City of Sandy Springs Public Facilities Authority Revenue Bonds (Public Facilities Project), Series 2020B authorized to be issued pursuant to Article II of this Bond Resolution.

“Sinking Fund” shall mean the City of Sandy Springs Public Facilities Authority Sinking Fund – Public Facilities Project created in Section 5.01 of this Bond Resolution.

“Sinking Fund Custodian” means initially U.S. Bank National Association, Atlanta, Georgia and its successors and assigns, or any successor sinking fund custodian hereafter appointed by the Authority and approved by the City; provided, however, the Sinking Fund Custodian shall at all times be a commercial bank or trust company.

“Sinking Fund Investments” shall mean (a) obligations of the United States and its agencies and instrumentalities unconditionally guaranteed by the United States, (b) certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation, provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State of Georgia or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured, and (c) the local government investment pool established by Section 36-83-8 of the Official Code of Georgia Annotated.

“Sinking Fund Year” shall mean the period commencing on the 2nd day of May in each year and extending through the 1st day of May in the next year or such other dates as may be specified in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of each series of Series 2020B Bonds.

Whenever used in this Bond Resolution, the singular shall include the plural and the plural shall include the singular, unless the context otherwise indicates.

[END OF ARTICLE I]

ARTICLE II.

AUTHORIZATION AND TERMS OF SERIES 2020B BONDS; AND FORM AND REGISTRATION OF SERIES 2020B BONDS

Section 2.01 Authorization of Series 2020B Bonds.

There are hereby authorized to be issued, in one or more series to be issued at one or more times, the Series 2020B Bonds designated as the “City of Sandy Springs Public Facilities Authority Revenue Bonds (Public Facilities Project), Series 2020B” in the aggregate principal amount of not to exceed \$60,000,000. The series designation of each series of Series 2020B Bonds may be changed to the year of issuance and delivery of such series of Series 2020B Bonds, if such year is different from the designation set forth herein. The Series 2020B Bonds are authorized to be issued for the purpose of providing funds to finance, in whole or in part, the cost of (i) acquiring, constructing and installing the Projects and (ii) issuing the Series 2020B Bonds.

The Series 2020B Bonds shall be payable solely from the Lease Payments. All of the covenants, agreements and provisions of this Bond Resolution shall be for the equal and proportionate benefit and security of all owners of the Bonds issued hereunder.

Section 2.02 Terms of Series 2020B Bonds.

The Series 2020B Bonds shall be dated as of their date of issuance, shall be in the form of fully registered bonds without coupons, shall be in the denomination of \$5,000 or any integral multiple thereof, shall be transferable to subsequent owners as hereinafter provided, shall be numbered R-1 upward, shall bear interest (based on a 360-day year comprised of twelve thirty-day months) from the Interest Payment Date (hereinafter defined) next preceding their date of authentication to which interest has been paid (unless their date of authentication is an Interest Payment Date, in which case from such Interest Payment Date, unless their date of authentication is after a Record Date but before an Interest Payment date, in which case from the next Interest Payment Date, or unless their date of authentication is before the first Interest Payment Date, in which case from the date of issuance and delivery). The interest shall be payable on the Interest Payment Dates, and the principal shall mature on the 1st day of May or such other date as may be specified in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of each series of Series 2020B Bonds.

The Series 2020B Bonds may be issued in one or more series to be issued at one or more times and on a tax-exempt or taxable basis as determined by the City in one or more supplemental resolutions; provided, however, the total aggregate principal amount of the Series 2020B Bonds shall not to exceed \$60,000,000; shall bear interest at interest rates not to exceed 5.00% per annum; and shall have a maximum annual debt service in any sinking fund year not to exceed \$7,775,000. The Series 2020B Bonds shall have a final maturity not later than December 31, 2052. The principal amount in each year (through the operation of a sinking fund or otherwise) and the interest rate on each such maturity shall be specified by the Authority in one

or more supplemental resolutions to be adopted by the Authority prior to the issuance and delivery of each series of Series 2020B Bonds.

Unless the Series 2020B Bonds are held in Book-Entry Form, the principal amount of the Series 2020B Bonds shall be payable at maturity, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Unless the Series 2020B Bonds are held in Book-Entry Form, interest on the Series 2020B Bonds shall be paid on each Interest Payment Date by check or draft mailed by first class mail as provided in Section 2.05 hereof, except that in the case of any owner of Series 2020B Bonds in an aggregate principal amount of at least \$1,000,000 who, on or prior to any Record Date, shall supply wire transfer instructions to the Paying Agent, interest due on the Interest Payment Date next succeeding such Record Date shall be payable by wire transfer in accordance with such instructions. While the Series 2020B Bonds are held in Book-Entry Form, the principal and interest on the Series 2020B Bonds shall be payable as provided in Section 2.11 hereof.

U.S. Bank National Association, Atlanta, Georgia is hereby designated as the Paying Agent. The Authority may, from time to time, designate a successor Paying Agent, as approved by the City, provided said Paying Agent complies with all of the provisions of this Article and the applicable provisions of this Bond Resolution.

Section 2.03 Execution of Series 2020B Bonds.

The Series 2020B Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chairman of the Authority and the official seal of the Authority shall be printed or impressed thereon and attested by the manual or facsimile signature of the Secretary of the Authority. In case any officer who shall have signed or sealed any of the Series 2020B Bonds shall cease to be such officer before the Series 2020B Bonds so signed and sealed have been actually authenticated and delivered, such Series 2020B Bonds shall nevertheless be authenticated and delivered as herein provided and may be issued as though the person who signed or sealed such Series 2020B Bonds had not ceased to be such officer. Any Series 2020B Bonds may be signed and sealed on behalf of the Authority by such persons as shall be the proper officers of the Authority at the actual time of the execution of such Series 2020B Bonds, even if such persons may not have been officers of the Authority at the date of issuance of such Series 2020B Bonds.

Section 2.04 Authentication of Series 2020B Bonds.

Only such Series 2020B Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth executed by an officer or employee of the Authenticating Agent shall be entitled to any right or benefit hereunder. No Series 2020B Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been so executed by the Authenticating Agent, and such executed certificate of the Authenticating Agent upon any such Series 2020B Bond shall be conclusive evidence that such Series 2020B Bond has been authenticated and delivered hereunder. Said certificate of authentication on any Series 2020B Bond shall be deemed to have been executed by the Authenticating Agent if signed by an authorized officer or employee of the Authenticating Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Series 2020B Bonds issued hereunder.

Section 2.05 Medium and Places of Payment.

The principal of and interest on the Series 2020B Bonds shall be payable in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. The principal of the Series 2020B Bonds shall be payable upon the presentation and surrender of the Series 2020B Bonds at the principal corporate trust office of the Paying Agent for the Series 2020B Bonds. Interest on the Series 2020B Bonds shall be paid by check or draft mailed by first class mail on the date on which due by the Paying Agent to the respective owners of the Series 2020B Bonds at their addresses as they appear on the Record Date relating to such Interest Payment Date on the bond register kept by the Bond Registrar, except as provided in Section 2.02 hereof with respect to the Series 2020B Bonds. The Authority may, by supplemental resolution, provide for other methods or places of payment, including wire transfer, as it may deem appropriate in connection with the issuance of any Additional Bonds.

Notwithstanding the foregoing, the Series 2020B Bonds shall be issued in Book-Entry Form and registered in the name of the Securities Depository or its nominee as provided in Section 2.11 hereof. All Series 2020B Bonds may have endorsed thereon such legends, text or identification numbers as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Series 2020B Bonds may be listed or any usage or requirement of law with respect thereto.

Section 2.06 Registration of Transfer and Exchange of Series 2020B Bonds.

The Bond Registrar of the Authority shall maintain a register for registration of transfer of the Series 2020B Bonds. The Bond Registrar is hereby also designated as Authenticating Agent for purposes of authenticating any Series 2020B Bonds issued hereunder or issued in exchange or in replacement for Series 2020B Bonds previously issued. The Series 2020B Bonds may be registered as transferred only on the bond register of the Bond Registrar with respect to the Series 2020B Bonds. No transfer of any Series 2020B Bond shall be effective for any purpose hereunder except upon presentation and surrender of such Series 2020B Bond at the office of the Bond Registrar with a written assignment signed by the registered owner of such Series 2020B Bond in person or by a duly authorized attorney in form and with guaranty of signature satisfactory to the Bond Registrar. The Authority, its agents, the Paying Agent and the Bond Registrar may deem and treat the registered owner of any Series 2020B Bond as the absolute owner of such Series 2020B Bond for the purpose of receiving payment of the principal thereof and the interest thereon and for all purposes hereunder, notwithstanding any notice, actual or constructive, to the contrary.

U.S. Bank National Association, Atlanta, Georgia is hereby designated as the Bond Registrar. The Authority may, from time to time, designate a successor Bond Registrar, as approved by the City, provided said Bond Registrar complies with all of the provisions of this Article and the applicable provisions of this Bond Resolution.

Upon surrender for registration of transfer of any Series 2020B Bond at the principal corporate trust office of the Bond Registrar, the Authority shall execute and the Authenticating

Agent shall authenticate and deliver to the transferee or transferees a new Series 2020B Bond or Series 2020B Bonds of a like aggregate principal amount of authorized denominations and of like interest rate and maturity. Every Series 2020B Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Authority and the Bond Registrar duly executed by the Bondholder thereof or his attorney duly authorized in writing. The execution by the Authority of any Series 2020B Bond in denomination of \$5,000 or any integral multiple thereof shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Series 2020B Bond. No charge shall be made to any Bondholder for the privilege of registration of transfer or exchange, but any Bondholder requesting any such registration of transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto.

The inclusion of the foregoing provisions shall constitute a continuing request from the Authority to the Clerk of the Superior Court of Fulton County, Georgia, unless the signature of such Clerk shall appear by facsimile, to execute the certificate of validation on any replacement Series 2020B Bond issued.

Notwithstanding the foregoing in this Section, while the Series 2020B Bonds are held in Book-Entry Form, registration of transfers and exchanges shall be made in accordance with the Book-Entry System.

Section 2.07 Mutilated, Destroyed or Lost Series 2020B Bonds.

In case any Series 2020B Bond shall become mutilated or be stolen, destroyed or lost, the Authority may cause to be executed and delivered a new Series 2020B Bond of like type, date and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2020B Bond, or in lieu of and in substitution for such Series 2020B Bond stolen, destroyed or lost, upon the Bondholder paying the reasonable expenses and charges of the Authority in connection therewith and, in the case of a Series 2020B Bond stolen, destroyed or lost, the filing with the Authority of evidence satisfactory to the Authority that such Series 2020B Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Authority with indemnity satisfactory to the Authority. If any such Series 2020B Bond shall have matured, instead of issuing a new Series 2020B Bond therefor, the Authority may pay the same.

Section 2.08 Blank Bonds; Cancellation After Exchange.

The Authority shall make all necessary and proper provisions for the transfer and exchange of the Series 2020B Bonds by the Bond Registrar and the Authority shall deliver or cause to be delivered to the Bond Registrar a sufficient quantity of blank Series 2020B Bonds duly executed on behalf of the Authority, together with the certificate of validation pertaining thereto duly executed by the Clerk of the Superior Court of Fulton County, as herein provided, in order that the Bond Registrar shall at all times be able to register and authenticate the Series 2020B Bonds at the earliest practicable time in accordance with the provisions of this Bond Resolution. All Series 2020B Bonds surrendered in any exchange or registration of transfer or Series 2020B Bonds that have been paid shall be forthwith cancelled by the Bond Registrar and a

record thereof duly entered in the permanent records pertaining to the Series 2020B Bonds maintained by the Bond Registrar.

Section 2.09 No Preference or Priority.

All Bonds herein authorized to be issued are of equal rank and dignity without preference, priority or distinction as to lien or otherwise as to the Lease Agreement and the Lease Payments securing the payment thereof and interest thereon.

Section 2.10 Additional Bonds.

The Authority covenants that no other bonds or obligations of any kind or nature will hereafter be issued which are payable from or enjoy a lien on the Lease Payments prior to the lien created for the payment of the Series 2020B Bonds.

It is expressly provided, however, that Additional Bonds or obligations may be issued ranking as to lien on the Lease Payments on a parity with the Series 2020B Bonds herein authorized to be issued, provided the following conditions are met:

(a) There shall be no default in the payment of principal of or interest on any Bond currently existing.

(b) An amendment to the Lease Agreement shall have been entered into between the Authority and the City to ensure payment by the City of amounts sufficient to pay the principal of and interest on the Additional Bonds proposed to be issued as the same become due and payable.

(c) the City's pledge of its taxing power, subject to the 4.731 mill per dollar limitation (or such greater amount as may hereafter be recommended by the Mayor and Council of the City and approved by a majority of the eligible voters in the City by referendum), produces an amount that is at least 1.00 times the maximum annual debt service coming due on the Bonds (including the proposed Additional Bonds or obligations) in any Sinking Fund Year.

(c) The Authority shall pass proper proceedings reciting that all of the above requirements have been met, shall authorize the issuance of the Additional Bonds and shall provide in such proceedings, among other things, the date such Additional Bonds shall bear, the rate or rates of interest and maturity dates, as well as the registration and redemption provisions, if any. The interest on the Additional Bonds of any such issue shall fall due on May 1 and November 1 of each year, and the Additional Bonds shall mature in installments on May 1, or such other dates as may be specified in a supplemental resolution prior to the issuance and delivery of each series of Series 2020B Bonds, but, as to principal, not necessarily in each year or in equal installments. Any such proceeding or proceedings shall restate and reaffirm, by reference, all of the applicable terms, conditions and provisions of this Bond Resolution.

Section 2.11 Book-Entry Only System.

Upon the initial issuance and delivery of the Series 2020B Bonds, the Series 2020B Bonds shall be issued in the name of DTC or its nominee, Cede & Co., as registered owner of the Series 2020B Bonds, and held in the custody of DTC or its designee. A single certificate (or such number of certificates required by the procedures of DTC) will be issued and delivered to DTC (or its designee) for the Series 2020B Bonds, and the Beneficial Owners will not receive physical delivery of certificates except as provided herein. For so long as DTC shall continue to serve as securities depository for the Series 2020B Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Series 2020B Bonds is to receive, hold or deliver any certificate. The Authority, the Bond Registrar and the Paying Agent will recognize DTC or its nominee as the Bondholder for all purposes, including notices.

The Authority, the Bond Registrar and the Paying Agent may rely conclusively upon (i) a certificate of DTC as to the identity of DTC's participants (the "Participants") in the Book-Entry System with respect to the Series 2020B Bonds and (ii) a certificate of any such Participant as to the identity of, and the respective principal amount of Series 2020B Bonds beneficially owned by, the Beneficial Owners.

Whenever, during the term of the Series 2020B Bonds, the beneficial ownership thereof is determined by a Book-Entry System at DTC, the requirements in this Bond Resolution of holding, delivering or transferring Series 2020B Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book-entry Series 2020B Bonds to produce the same effect. Any provision hereof permitting or requiring delivery of Series 2020B Bonds shall, while the Series 2020B Bonds are in the Book-Entry System, be satisfied by the notation on the books of DTC in accordance with applicable state law.

Except as otherwise specifically provided in this Bond Resolution and the Series 2020B Bonds with respect to the rights of Participants and Beneficial Owners, when a Book-Entry System is in effect, the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2020B Bonds registered in its name for the purposes of (i) payment of the principal of and interest on the Series 2020B Bonds or portion thereof to be redeemed or purchased, (ii) giving any notice permitted or required to be given to Bondholders under this Bond Resolution, and (iii) the giving of any direction or consent or the making of any request by the Bondholders hereunder, and the Authority shall be affected by any notice to the contrary. The Authority, the Bond Registrar and the Paying Agent will not have any responsibility or obligations to DTC, any Participant, any Beneficial Owner or any other person which is not shown on the Register, with respect to (i) the accuracy of any records maintained by DTC or any Participant; (ii) the payment by DTC or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption or Purchase Price of, or interest on, any Series 2020B Bonds; (iii) the delivery of any notice by DTC or any Participant; (iv) the selection of the Participants or the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2020B Bonds; or (v) any consent given or any other action taken by DTC or any Participant. The Paying Agent shall pay all principal of and interest on the Series 2020B Bonds registered in the name of a nominee of DTC only to or "upon the order of" DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's

obligations with respect to the principal of and interest on such Series 2020B Bonds to the extent of the sum or sums so paid.

The Book-Entry System may be discontinued by the Authority, and the Authority will cause the delivery of certificates to such Beneficial Owners of the Series 2020B Bonds and the registration in the names of such Beneficial Owners as shall be specified to the Bond Registrar by DTC in writing, if DTC determines to discontinue providing its service with respect to the Series 2020B Bonds and no successor securities depository is appointed. Such a determination may be made at any time by giving 30 days' notice to the Authority and discharging its responsibilities with respect thereto under applicable law.

In the event the Book-Entry System is discontinued, the Authority, the Paying Agent or the Bond Registrar shall mail a notice to DTC for distribution to the Beneficial Owners stating (1) that DTC will no longer serve as securities depository, (2) the procedures for obtaining Series 2020B Bonds and (3) the provisions of this Bond Resolution which govern the Series 2020B Bonds, including, but not limited to, provisions regarding authorized denominations, registration of transfer and exchange, principal and interest payment and other related matters.

When the Book-Entry System is not in effect, all references herein to DTC shall be of no further force or effect and the Authority shall issue Series 2020B Bonds directly to the Beneficial Owners.

If Series 2020B Bonds are issued as book-entry bonds, the form of said Series 2020B Bonds shall contain the following text:

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Sandy Springs Public Facilities Authority (the "Authority") or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

The Authority has established a Book-Entry System of registration for this Bond. Except as specifically provided otherwise in the hereinafter defined Bond Resolution, Cede & Co., as nominee of The Depository Trust Company, will be the registered owner and will hold this Bond on behalf of each beneficial owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, each beneficial owner of this Bond shall be deemed to have agreed to such arrangement. Cede & Co., as registered owner of this Bond, will be treated as the owner of this Bond for all purposes.

DTC may discontinue providing its services as depository with respect to this

Bond at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

Section 2.12 Form of Series 2020B Bonds.

The Series 2020B Bonds, the form of assignment, the form of authentication certificate and the certificate of validation shall be in substantially the forms in Exhibit A attached hereto, with such appropriate variations, omissions, substitutions and insertions as are permitted or required hereby and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon, as may be required to comply with any applicable laws or rules or regulations, or as may, consistently herewith, be determined by the officers executing such Series 2020B Bonds, as evidenced by their execution.

[END OF ARTICLE II]

ARTICLE III.

REDEMPTION OF SERIES 2020B BONDS BEFORE MATURITY

Section 3.01 Optional and Mandatory Sinking Fund Redemption.

The optional and mandatory redemption provisions shall be specified by the Authority in the supplemental resolution to be adopted prior to the issuance and delivery of each series of Series 2020B Bonds.

Section 3.02 Method of Redemption.

In the event of a partial redemption of the Series 2020B Bonds, the particular maturity or maturities to be redeemed shall be selected by the Authority as directed by the City. If less than all of the Series 2020B Bonds of a maturity are to be called for redemption, the particular certificates of such maturity or portions thereof in the case of bonds in principal amounts greater than \$5,000 to be redeemed shall be selected by lot in such manner as may be designated by DTC, when in book-entry form and by the Paying Agent, when not in book-entry form.

Section 3.03 Revised Schedule of Lease Payments.

Upon the issuance of each series of Series 2020B Bonds or upon partial redemption of any of the Series 2020B Bonds, the Paying Agent shall provide the Authority and the City with an updated schedule of Lease Payments for the coming Fiscal Year which schedule shall take into account such redemption and shall be and become for all purposes thereafter Schedule 1 to the Lease Agreement setting forth the Lease Payments.

Section 3.04 Redemption Account.

Moneys to be used for redemption of Series 2020B Bonds shall be deposited in a sub-account in the Sinking Fund, which shall be a special account to be held in trust by the Sinking Fund Custodian, separate and apart from all other accounts. At such time as any moneys are deposited with the Sinking Fund Custodian for the purpose of redeeming in whole or in part the portion of the principal on the Series 2020B Bonds, the Sinking Fund Custodian shall establish and maintain a separate account in the Sinking Fund for the Authority to be held in its name and designated as the "Redemption Account." Said moneys shall be set aside in the Redemption Account solely for the purpose of redeeming the principal on such Series 2020B Bonds in advance of their maturity dates and shall be applied on the date designated for redemption to the payment of the principal and interest components on the Series 2020B Bonds with respect to the Series 2020B Bonds to be redeemed upon presentation and surrender of such Series 2020B Bonds.

Section 3.05 Notice of Redemption; Deposit of Moneys; Written Designation.

(a) Notice of the call for any redemption, identifying the Series 2020B Bonds (or the portions thereof) to be redeemed and specifying the terms of such redemption, shall be given by the Paying Agent (upon being satisfactorily indemnified as to expenses) by mailing a copy of the

redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Series 2020B Bond to be redeemed in whole or in part at the address shown on the books of the Bond Registrar maintained pursuant to Section 2.06 hereof; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Series 2020B Bond or portion thereof with respect to which no such failure has occurred. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

(b) If at the time of mailing of notice of redemption there shall not have been deposited with the Paying Agent moneys sufficient to redeem all the Series 2020B Bonds called for redemption, which moneys are or will be available for redemption of Series 2020B Bonds, such notice shall state that it is conditional upon the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

(c) On or prior to the date fixed for any redemption of Series 2020B Bonds, the moneys required for such redemption shall be deposited with the Paying Agent by the City in accordance with the Lease Agreement. All Series 2020B Bonds called for redemption shall cease to bear interest after the specified redemption date, provided that sufficient funds for redemption are on deposit with the Paying Agent.

Section 3.06 Redemption of All Outstanding Series 2020B Bonds.

In the event that all outstanding Series 2020B Bonds are to be redeemed, the Paying Agent shall, without further authorization, deposit into the Redemption Account all amounts then remaining in the Sinking Fund with advice to the Authority and the City of such action, such deposit to be made on the date fixed for redemption.

Section 3.07 Effect of Additional Bonds.

In the event Additional Bonds are hereafter issued by the Authority, the Authority covenants and agrees that it will not optionally redeem the Series 2020B Bonds, or any such Additional Bonds, from moneys in the Sinking Fund unless and until the Sinking Fund is at its proper balance. It is expressly understood and agreed that should the Authority hereafter elect to issue Additional Bonds, as herein authorized, it shall have the right to redeem the Bonds of any such future issue or issues before it redeems the Series 2020B Bonds, or it may redeem the Series 2020B Bonds before it redeems the Bonds of any such future issue or issues, or it may redeem some of the Series 2020B Bonds and some of the Bonds of any such future issue or issues at the same time.

[END OF ARTICLE III]

ARTICLE IV.

CUSTODY AND APPLICATION OF PROCEEDS; COST OF ISSUANCE FUND

Section 4.01 Application of Bond Proceeds.

Upon the issuance of the Series 2020B Bonds, the net proceeds of the sale thereof (i.e., par plus net original issue premium/less net original issue discount, less underwriter's discount) shall be applied as specified in the supplemental resolution to be adopted by the Authority prior to the issuance and delivery of each series of the Series 2020B Bonds.

Notwithstanding the foregoing, if the Chairman of the Authority shall determine that a different application of proceeds is required to carry out the purposes of this Bond Resolution, the different application of funds, may be provided for in a supplemental resolution of the Authority or the Chairman may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2020B Bonds.

Section 4.02 Project Fund.

(a) A special trust fund is hereby created for the benefit of the Bondholders and designated the "City of Sandy Springs Public Facilities Authority Project Fund – Public Facilities Project, Series 2020B." There shall be deposited with the Project Fund Custodian the amounts to be specified in the supplemental resolution to be adopted prior to the issuance and delivery of the Series 2020B Bonds, and any other funds acquired for this purpose by gift, donation, grant or otherwise. All moneys deposited into the Project Fund shall be held in trust by the Project Fund Custodian separate from other deposits of the Authority and the City.

(b) Unless amended in writing by the Authority and the City, the acquisition, construction, and installation related to the Projects shall be accomplished in accordance, or substantially in accordance, with the Project Report attached to this Bond Resolution as Exhibit C prepared in connection with the Projects, which shall be recorded in the Minute Book of the City, and the Project Report, by this reference thereto, is incorporated herein and made a part hereof.

(c) The moneys in the Project Fund shall be held by the Project Fund Custodian and withdrawn and applied to pay costs of the Projects in accordance with, or substantially in accordance with, the Project Report unless amended in writing by the Authority and the City. Any moneys in the Project Fund not presently needed for the payment of current obligations during the course of construction may be invested in Permitted Investments upon the written direction of an authorized representative of the City, and proper evidence of the same being delivered to the Project Fund Custodian. Any such securities shall be held by the Project Fund Custodian for the account of the Project Fund until maturity or until sold, and at maturity or upon such sale, the proceeds received therefrom, including interest income and premium, if any, shall be immediately deposited into the Project Fund and shall be disbursed in the manner and for the purposes hereinafter set forth.

(d) Withdrawals from the Project Fund may be made for the purpose of paying the cost of the undertaking herein contemplated or contemplated by a supplemental resolution, including the purchase of such property and equipment as may be useful in connection therewith, including, but not limited to: (i) the cost of indemnity and fidelity bonds either to secure deposits in the Project Fund or to insure the faithful completion of any contract pertaining to said improvements; (ii) any taxes or any charges lawfully levied or assessed against the undertaking; (iii) fees and expenses of consulting engineers for engineering studies, surveys and estimates, and the preparation of plans and supervising the construction; (iv) legal expenses and fees and all other items of expense not elsewhere in this Section specified incident to said undertaking; (v) payments made for labor, contractors, builders and materialmen in connection with the improvements contemplated by the undertaking and payment for machinery and equipment and for the restoration of property damaged or destroyed in connection therewith and the repayment of advances or loans made for the purpose of paying any of the aforementioned costs; (vi) the cost of acquiring by purchase, and the amount of any award or final judgment in any proceeding to acquire by condemnation, lands and rights of way necessary for the improvements and appurtenances in connection therewith, and options and payments thereon, and any easements or rights or any damages incident to or resulting from the making of such improvements; and (vii) to reimburse the Authority or the City for the advance payment of costs pertaining to the undertaking prior to the receipt of the proceeds derived from the sale of the Series 2020B Bonds.

(e) Before any moneys are disbursed, there shall be filed with the Project Fund Custodian: (i) a requisition for such payment stating each amount to be paid, the circumstances of such obligation and the name of the person, firm or corporation to whom payment thereof is due; and (ii) a certificate attached to the requisition and certifying: (1) that an obligation in the stated amount has been incurred, is a proper charge against the Project Fund and has not been paid; (2) a bill or statement of account for such obligation, or a copy thereof, is attached to the requisition or is on file in the office of the Finance Director or Interim Finance Director of the City; (3) that they have no notice of any vendor's, mechanic's or other liens or rights to liens, security interests, chattel mortgages or conditional sales contracts, which should be satisfied or discharged before such payment is made; (4) that such requisition contains no item representing payment on account or any retained percentages which the Authority or the City is, at the date of such certificates, entitled to retain; and (5) that insofar as such obligation was incurred for work, materials, supplies or equipment in connection with the undertaking, such work was actually performed or such materials, supplies or equipment were actually installed in or about the construction or delivered at the site of the work for that purpose. The requisition shall be signed by a duly authorized representative of the Authority and approved by a duly authorized representative of the City. A form of such requisition is attached hereto as Exhibit D.

Section 4.03 Completion of Project.

If upon the completion of the Projects any moneys remain in the Project Fund, such remaining moneys shall be transferred to the Sinking Fund and shall be used to pay the next occurring principal amount due on the Series 2020B Bonds.

Section 4.04 Cost of Issuance Fund.

There is hereby created by the Authority and ordered established with the Cost of

Issuance Depository a special trust fund to be designated “City of Sandy Springs Public Facilities Authority Cost of Issuance Fund – Public Facilities Project, Series 2020B.” There shall be deposited with the Cost of Issuance Fund Depository, the amounts to be specified in one or more supplemental resolutions to be adopted prior to the issuance and delivery of each series of Series 2020B Bonds, and any other funds acquired for this purpose by gift, donation, grant or otherwise. All moneys deposited into the Cost of Issuance Fund shall be held in trust by the Cost of Issuance Fund Depository separate from other deposits of the Authority and the City.

Section 4.05 Cost of Issuance Fund Requisition Procedure.

All payments from the Cost of Issuance Fund shall be made upon checks signed or bank wires authorized by authorized signatories of the Cost of Issuance Fund Depository, on behalf of the City, or by officers of the City properly authorized to sign on its behalf, but before they shall sign any such checks or authorize any such bank wire there shall be filed with the Cost of Issuance Fund Depository: (a) a requisition for such payment (the above-mentioned checks and bank wires may be deemed a requisition for the purpose of this Section), stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due; (b) a certificate attached to the requisition and certifying that an obligation in the stated amount has been incurred, and that the same is a proper charge against the Cost of Issuance Fund and has not been paid (or is a reimbursement to the City for previously paying such obligation), specifying the purpose and circumstances of such obligation in reasonable detail and to whom such obligation is owed, accompanied by the bill or statement of account for such obligation, or a copy thereof. If upon payment of all of the costs of issuance of the Series 2020B Bonds any moneys remain in the Cost of Issuance Fund, such remaining moneys shall be transferred to the Sinking Fund and shall be used to pay the next occurring principal amount due on the Series 2020B Bonds.

[END OF ARTICLE IV]

ARTICLE V.

PLEDGE OF LEASE AGREEMENT AND LEASE PAYMENTS; SINKING FUND; DEFEASANCE

Section 5.01 Pledge of Lease Agreement and Lease Payments; Creation of Sinking Fund.

The Lease Agreement and the Lease Payments are hereby pledged to the payment of the Bonds, and the Lease Agreement and the Lease Payments so pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof or further acts, and the lien of this pledge shall be valid and binding against the Authority and the City and against all parties having claims of any kind against them, whether such claims shall have arisen in contract, tort or otherwise and irrespective of whether or not such parties have notice hereof.

There is hereby created a special trust fund for the benefit of the owners of the Bonds designated as “City of Sandy Springs Public Facilities Authority Sinking Fund – Public Facilities Project” (the “Sinking Fund”). There shall be paid into the Sinking Fund, on or prior each Interest Payment Date, the amount required to pay the Lease Payments. The Lease Payments made by the City pursuant to the Lease Agreement (except payments required pursuant to subparagraphs (e) and (f) of Section 5.03 hereof) shall be deposited directly into the Sinking Fund. Moneys deposited in the Sinking Fund shall be used to pay the principal of and interest on the Bonds when due, whether at maturity or by proceedings for mandatory redemption.

Section 5.02 Sinking Fund as a Trust Fund; Investment of Moneys.

The Sinking Fund shall be kept as a trust account for the benefit of the owners of the Bonds separate from other deposits of the Authority and the City. Moneys on deposit in the Sinking Fund shall be invested only in Sinking Fund Investments upon the written direction of the City. Any such securities shall be held by the Sinking Fund Custodian for the account of the Sinking Fund until maturity or until sold. Except as provided below, at the maturity or upon such sale, the proceeds received therefrom, including interest income and premium, if any, shall be immediately deposited into the Sinking Fund and shall be disbursed in the manner and for the purposes herein set forth.

Section 5.03 Sinking Fund Disbursements.

Subject to the terms and conditions set forth in this Bond Resolution, moneys in the Sinking Fund shall be disbursed for (a) the payment of the interest on the Bonds secured hereby as such interest becomes due and payable; (b) the payment of the principal of the Bonds secured hereby as same becomes due and payable, either at maturity or by proceedings for mandatory redemption; (c) the optional or mandatory redemption of Bonds secured hereby before maturity at the price and under the conditions provided therefor in Article III hereof; (d) the purchase of Bonds in the open market; provided, however, the price paid shall not exceed the authorized call price; (e) the payment of charges for paying the Bonds and interest thereon and the charges for

the registration of the Bonds secured hereby and their transfer or exchange in accordance with the terms thereof; and (f) the payment of any charges for investment services, including, but not limited to the fees of the custodians and depositories.

Section 5.04 Cancellation and Destruction.

All Bonds paid, purchased or redeemed, either at or before maturity, shall be cancelled and destroyed and such Bonds shall not be reissued. A record of such destruction shall be made and preserved in the permanent records of the Bond Registrar pertaining to such Bonds and in the permanent records of the Authority.

Section 5.05 Defeasance.

If (a) the Authority shall pay or cause to be paid to the Bondholders the principal of and the interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all fees, charges and expenses of the Paying Agent, Bond Registrar, depositories and custodians shall have been paid or provision for such payment has been made, and (c) the Authority shall keep, perform and observe all of its agreements in the Bonds and herein expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be discharged.

The Bonds shall be deemed to be paid within the meaning of this Bond Resolution if (a) sufficient moneys shall have been irrevocably deposited with the Paying Agent to pay the same when they become due, or (b) there shall have been irrevocably deposited with the Paying Agent moneys or Government Obligations, which, without any reinvestment thereof or of the interest thereon, will produce moneys sufficient (as evidenced by an opinion or report of an independent certified public accountant or firm thereof) to pay the same when they become due (whether upon or prior to the stated maturity or the redemption date of the Bonds); provided, however, that if any of the Bonds are to be redeemed prior to their stated maturity, notice of such redemption shall have been duly given as provided herein or irrevocable arrangements satisfactory to the Paying Agent shall have been made for the giving thereof.

[END OF ARTICLE V]

ARTICLE VI.

DEPOSITORIES AND CUSTODIANS; SECURITIES FOR DEPOSITS

Section 6.01 Depository; Security for Deposits.

(a) Except as otherwise provided in this Bond Resolution, all moneys received by the Authority under the terms hereof shall, subject to the giving of security as hereinafter provided, be deposited with the proper Depository or Custodian in the name of the Authority. All moneys deposited under the provisions of this Bond Resolution shall be applied in accordance with the terms and for the purposes set forth in this Bond Resolution and shall not be subject to lien or attachment or any type of security interest by any creditor of the Authority or the City.

(b) No moneys belonging to any of the funds created hereunder shall be deposited or remain on deposit with the Depository or Custodian in an amount in excess of the amount guaranteed by the Federal Deposit Insurance Corporation, unless such institution shall have pledged for the benefit of the Authority and the owners of the Bonds as collateral security for the moneys deposited, direct obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve Bank and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits.

Section 6.02 Designation of Depository and Custodian; Successor Depository and Custodian.

U.S. Bank National Association, Atlanta, Georgia is hereby designated as the Sinking Fund Custodian, the Project Fund Custodian and the Cost of Issuance Fund Depository. The Authority may, from time to time, designate a successor Custodian or Depository, as approved by the City, provided said Custodian or Depository complies with all of the provisions of this Article and the applicable provisions of this Bond Resolution.

In the event the Sinking Fund Custodian and the Paying Agent for all Bonds then outstanding are the same bank acting in both capacities, then the Sinking Fund Custodian shall, without any further direction on the part of or any further authorization from the Authority, use and disburse the moneys in the Sinking Fund as provided in this Bond Resolution; except that, if, as provided under Article III of this Bond Resolution, it redeems or buys any Bonds issued hereunder with moneys in the Sinking Fund, then proper authorization and direction from the governing bodies of the Authority and the City shall be furnished for such use and disbursement of said moneys.

In the event the Sinking Fund Custodian and the Paying Agent for all Bonds then outstanding are not the same bank, then the Sinking Fund Custodian shall transfer to the Paying Agent from moneys held in the Sinking Fund, in immediately available funds, moneys in amount and at or before such times as shall be required to make the disbursements required pursuant to Section 5.03 hereof.

[END OF ARTICLE VI]

ARTICLE VII.

PARTICULAR COVENANTS

Section 7.01 Payment.

The Authority shall promptly pay the principal of and interest on every Bond issued hereunder and secured hereby at the place, on the dates and in the manner herein, in any supplemental resolution adopted by the Authority in connection with the issuance of any series of Series 2020B Bonds, and in the Bonds, according to the true intent and meaning thereof. The principal, premium (if any) and interest on the Bonds are payable solely out of the Lease Payments.

Section 7.02 Liens.

The Authority shall not create, or permit to be created, any charge, lien or encumbrance or any security interest in or on the Lease Payments or the Lease Agreement ranking prior to or equal with the lien on the Lease Payments and the Lease Agreement created to secure payment of the Bonds.

Section 7.03 Non-Arbitrage and Tax Covenants.

The Authority covenants and agrees for the benefit of the Bondholders that so long as the Series 2020B Bonds remain outstanding, it will not intentionally cause any proceeds of the Series 2020B Bonds to be used to acquire higher yielding investments, except as may be otherwise permitted by Section 148 of the Code, and that it will comply with, and take such action and make such payments as may be permitted or required by Section 148(f) of the Code, to insure that the Series 2020B Bonds do not constitute “arbitrage bonds” within the meaning of Section 148(a) of the Code.

The Authority hereby covenants and agrees that it will expend the proceeds from the sale of the Series 2020B Bonds and will take such action as may be necessary so that the interest on the Series 2020B Bonds will be and will remain excluded from the gross income of the owner thereof for federal income tax purposes, including, without limitation, compliance with provisions of Sections 141- 149 of the Code, as applicable.

Section 7.04 Authorization of Execution of 8038-G, Tax and Non-Arbitrage Certificate, Tax Policy and Other Documents.

The Chairman of the Authority is hereby authorized to execute and file with the Internal Revenue Service an Information Return for Tax-Exempt Governmental Obligations, Form 8038-G. The Chairman of the Authority is hereby authorized to execute and deliver a certification, based upon facts, estimates and circumstances, as to reasonable expectations regarding the amount, expenditure and use of the proceeds of the Series 2020B Bonds, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Series 2020B Bond. The Chairman of the Authority is hereby authorized to execute and deliver on behalf of the Authority an arbitrage regulatory agreement or similar agreement with an

arbitrage rebate consultant or any other entity which may be from time to time a custodian of any of the funds created hereunder or under this Bond Resolution in order to comply with the arbitrage restrictions contained in Section 148 of the Internal Revenue Code of 1986 (the "Code"). Such agreement shall be in a form satisfactory to the Chairman of the Authority and the execution of such agreement by the Chairman of the Authority shall be conclusive evidence of such approval.

Section 7.05 Changes of Use of the Projects.

In the event that any portion of the Projects is sold, leased, otherwise disposed of to a person or entity other than a "governmental person" as defined in Treasury Regulations § 1.141-1(b) or a "501(c)(3) Organization" as defined in §150(a)(4) of the Internal Revenue Code of 1986, as amended (the "Code"), or is subjected to "private business use" as such term is used in Section 141(b) of the Code and the regulations thereunder, then to the extent required by Treasury Regulations § 1.141-12 or otherwise by the Code, the Authority, at the direction and at the expense of the City, will take a sufficient remedial action under Treasury Regulations § 1.141-12 and shall provide to the Bondholders an opinion of nationally recognized bond counsel to the effect that such event will not adversely affect the exclusion of interest on the Bonds from gross income for federal income taxation purposes.

[END OF ARTICLE VII]

ARTICLE VIII.

EVENTS OF DEFAULT; REMEDIES

Section 8.01 Events of Default.

Each of the following events is hereby declared an “Event of Default:” (a) payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, at maturity or by proceedings for mandatory redemption or optional redemption; or (b) payment of any installment of interest shall not be made when the same becomes due and payable; or (c) the Authority shall, for any reason, be rendered incapable of fulfilling its obligations hereunder; or (d) the Authority shall make a default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in this Bond Resolution, on the part of the Authority to be performed, and such default shall continue for thirty (30) days after written notice, specifying such default and requiring same to be remedied, shall have been given to the Authority by any Bondholder; provided, however, if the default stated in the notice cannot be corrected within such 30-day period, it shall not be a default hereunder if the Authority shall institute corrective action and diligently pursue it until the default is cured; or (e) an event of default shall occur under the Lease Agreement.

Section 8.02 Remedies.

Upon the happening and continuance of any Event of Default, as provided in Section 8.01 hereof, then and in every such case any Bondholder may proceed, subject to the provisions of Section 8.04 hereof, to protect and enforce the rights of the Bondholders hereunder by a suit, action or special proceedings in equity, or at law, either for the appointment of a receiver of the Projects, or for the special performance of any covenant or agreement contained herein or in aid or execution of any power herein granted, or for the enforcement of any proper legal or equitable remedy as such Bondholder shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

Section 8.03 Restoration.

In case any proceeding taken by any Bondholder on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Bondholder, then and in every such case the Authority and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondholders shall continue as though no such proceedings had been taken.

Section 8.04 Equal Benefit.

No one, or more, owners of the Bonds secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at laws or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Bonds.

Section 8.05 Nonexclusivity of Remedies.

No remedy herein conferred upon the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute.

Section 8.06 No Waiver.

No delay or omission of any Bondholder to exercise any right or power accruing upon any default occurring and continuing as aforesaid, shall impair any such default or be construed as an acquiescence therein and every power and remedy given by this Article to the owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

[END OF ARTICLE VIII]

ARTICLE IX.

SUPPLEMENTAL PROCEEDINGS

Section 9.01 Adoption of Supplemental Proceedings.

The Authority may, with the approval of the Bondholders as set forth in Section 9.03 hereof, from time to time and at any time, adopt such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Bond Resolution or in any supplemental resolution or in the Bonds; provided, however, that nothing herein contained shall permit, or be construed as permitting: (a) the extension of the maturity of any Bond issued hereunder; (b) the reduction in the principal amount of any Bond or the alteration of the rate or rates of interest thereon or any other modification of the terms of payment of such principal or interest; (c) the reduction of the percentage of the principal amount of Bonds required for consent to such supplemental resolution; (d) the creation of any lien on the Lease Payments or the Lease Agreement prior to or superior to the lien created as the security for the payment of the Bonds. A modification or amendment of the provisions with respect to the Sinking Fund is not to be deemed a change in the terms of payment.

Nothing herein contained, however, shall be construed as making necessary the approval by the Bondholders of any resolution not inconsistent with the terms and provisions of this Bond Resolution, or any resolution adopted (a) in connection with the issuance of one or more series of Series 2020B Bonds in accordance with the terms of this Bond Resolution; (b) to cure any ambiguity or formal defect or omission in this Bond Resolution or in any supplemental proceedings; (c) to provide for the issuance of Additional Bonds in accordance with the terms of this Bond Resolution (including without limitation the addition of events of default and remedies relating to any Additional Bonds hereafter incurred by the Authority); (d) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders by the Authority; (e) to further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (f) to modify, amend or supplement this Bond Resolution or any proceedings supplemental hereto in such manner as to permit the qualification of this Bond Resolution under the Trust Indenture Act of 1939 or any federal statute hereinafter in effect; (g) to make any modifications or amendment of this Bond Resolution required in order to make the Bonds eligible for acceptance by The Depository Trust Company or any similar holding institution or to permit the issuance of the Bonds in book-entry form; (h) to modify any provisions of this Bond Resolution in any respect provided that such modification shall not be effective until after the Bonds outstanding immediately prior the effective date of such supplemental resolution shall cease to be outstanding or constitute a majority of all Bonds and further provided that any Bonds issued contemporaneously with or after the effective date of such supplemental proceedings shall contain a specific reference to the modifications contained in any such subsequent proceedings; or (i) to make any other changes that in the opinion of counsel are not materially adverse to the interests of the Bondholders.

Section 9.02 Notice.

After any supplemental resolution requiring the consent of the Bondholders shall have been adopted, the Authority shall cause a notice of the adoption of such resolution to be mailed by first class mail, postage prepaid, to all registered owners of Bonds appearing on the bond registration book kept by the Bond Registrar.

Section 9.03 Required Approval.

No such supplemental resolution requiring the consent of the Bondholders shall become effective unless the owners of at least fifty-one percent (51%) in aggregate principal amount of the Bonds issued hereunder then outstanding shall have filed with the Secretary of the Authority within three months after the date of adoption of such resolution properly executed instruments approving the adoption of such supplemental resolution, each such instrument to be accompanied by proof of ownership of the Bonds to which such instrument refers, which proof shall be such as is permitted by the provisions of Section 9.06 hereof.

Section 9.04 Legal Action.

Any action or proceeding in any court objecting to such supplemental resolution or to any of the terms and provisions therein contained or the operation thereof, or the execution by any Bondholder of any instrument purporting to approve the adoption of such resolution, or to enjoin or restrain the Authority from taking any action pursuant to the provisions thereof, must be commenced within 30 days after the Authority shall have determined that the owners of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding, have approved the adoption of such supplemental resolution.

Upon the expiration of such 30 day period, or, if any such action or proceedings shall be commenced, upon any judgment or decree sustaining such supplemental resolution becoming final, this Bond Resolution shall be, and be deemed to be, modified and amended in accordance with such supplemental resolution, and the respective rights, duties and obligations under this Bond Resolution and all owners of outstanding Bonds shall thereafter be determined, exercised and enforced hereunder; subject, in all respects, to such modifications and amendments.

Section 9.05 Incorporation.

Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of this Bond Resolution and all conditions of this Bond Resolution for any and all purposes, and shall be effective as to all owners of Bonds then outstanding and no notation or legend of such modifications and amendments shall be required to be made thereon.

Whenever referred to herein as “supplemental resolution” same shall be construed to mean such action as shall be taken by the Authority, as may be required to comply with the law then in force and effect.

Section 9.06 Proof of Ownership.

Any request, waiver, direction, consent or other instrument required by this Bond Resolution to be signed or executed by Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, or of the written appointment of such agent, and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of this Bond Resolution and shall be conclusive in favor of the Authority with regard to any action taken under such instrument:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

(b) The fact of the ownership of the Bonds therewith shall be determined and proved by reference to the bond registration book kept by the Bond Registrar for such issue or issues of Bonds and the Authority may conclusively assume that such ownership continues until written notice to the contrary is served upon it.

Any request or consent of the owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Authority pursuant to such request or consent.

Section 9.07 Amendments to Lease Agreement.

The Authority and the City, from time to time and at any time, subject to the conditions and restrictions in the Lease Agreement, may modify, amend, or supplement the Lease Agreement.

[END OF ARTICLE IX]

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 10.01 Severability.

In case any one or more of the provisions of this Bond Resolution, or the Bonds issued hereunder, shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Bond Resolution or the Bonds, but this Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Section 10.02 General Authority.

Any officer of the Authority is hereby authorized to execute and deliver all other documents and certificates necessary to affect the transactions contemplated by this Bond Resolution and to make covenants on behalf of the Authority. All actions heretofore taken and all documents heretofore executed in connection with the transactions contemplated by this Bond Resolution are hereby ratified and approved. If the Chairman or Secretary is unable or unwilling to carry out the transactions contemplated by the terms of this Bond Resolution or to execute any documents authorized herein, including but not limited to the Series 2020B Bonds, the Vice-Chairman and Assistant Secretary are hereby authorized to act/sign on behalf of the Chairman and Secretary, respectively.

Section 10.03 Bond Resolution as Contract.

The provisions of this Bond Resolution shall constitute a contract by and among the Authority, the City and the owners of the Bonds authorized to be issued hereunder, and after the issuance of the initial series of Series 2020B Bonds, this Bond Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds, nor shall the Authority pass any proceedings in any way adversely affecting the rights of such owners or issuers, so long as any of the Bonds authorized by this Bond Resolution, or the interest thereon, shall remain unpaid; provided, however, that this covenant shall not be construed as prohibiting modifications hereof or amendments hereto to the extent and in the manner as provided in Article IX hereof.

The provisions of this Bond Resolution and every appropriate sentence hereof shall be construed as including and as being applicable to any Additional Bonds issued by the Authority, as well as to the Series 2020B Bonds, and any Additional Bonds issued by the Authority shall be treated for all intents and purposes, unless otherwise specifically stated, just as if they had been issued together with the Series 2020B Bonds and pursuant to the terms of this Bond Resolution.

Any subsequent proceedings authorizing the issuance of Additional Bonds issued by the Authority as provided in this Bond Resolution shall in no way conflict with the terms and conditions of this Bond Resolution, but shall, for all legal purposes, reaffirm all of the applicable covenants, agreements and provisions of this Bond Resolution for the equal protection and benefit of the Bondholders.

Section 10.04 Authorization of Disclosure Documents.

The use and distribution of the Preliminary Official Statement are hereby authorized and approved. The Chairman of the Authority is hereby authorized to execute and deliver the Official Statement for and on behalf of the Authority, and the Official Statement shall be in substantially the form of the Preliminary Official Statement, subject to such minor changes, insertions or omissions as may be approved by the Chairman of the Authority, and the execution of said Official Statement by the Chairman of the Authority as hereby authorized shall be conclusive evidence of any such approval. The distribution of the Official Statement for and on behalf of the Authority is hereby authorized and approved. The Authority hereby “deems final” the Preliminary Official Statement as of its date in accordance with Rule 15c2-12 (“Rule 15c2-12”) promulgated by the Securities and Exchange Commission under the Securities and Exchange Act of 1934 and the Chairman of the Authority or the Vice-Chairman of the Authority is hereby authorized and directed to execute a certificate to that effect.

Section 10.05 Payments Due on Saturday, Sunday or Holiday.

If a payment on the Series 2020B Bonds is due on a Saturday, Sunday or any day that the principal office of the Paying Agent is authorized or required by law to remain closed, such payment shall be made on the next succeeding Business Day with the same force and effect as if such payment had been made on the original due date.

Section 10.06 Validation.

The Series 2020B Bonds herein authorized shall be validated in the manner provided by law, and to that end notice of the adoption of this Bond Resolution and a copy thereof shall be served upon the District Attorney of the Atlanta Judicial Circuit, in order that proceedings for the above purpose be instituted in the Superior Court of the Fulton County.

Section 10.07 Repealer.

Any and all resolutions or parts of resolutions in conflict with this Bond Resolution this day adopted be and the same are hereby repealed, and this Bond Resolution shall be in full force and effect from and after its adoption.

Section 10.08 Waiver of Performance Audit.

The Authority will not conduct any performance audit or performance review with respect to the Series 2020B Bonds as such terms are described in Section 36-82-100, Official Code of Georgia Annotated, and hereby ratifies and/or authorizes the publication of the requisite public notice of the Authority’s waiver of public accountability in the legal organ of Fulton County.

Section 10.09 Authorization of Lease Agreement.

The execution, delivery and performance of the Lease Agreement, a copy of which is attached hereto as Exhibit B, are hereby authorized. The Lease Agreement shall be in substantially the form attached hereto, with such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman of the Authority, and the execution and delivery by the Chairman or Vice-Chairman as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 10.10 Notice of Sale of Series 2020B Bonds.

The Financial Advisor is requested to prepare and publish the appropriate notices of sale for the Series 2020B Bonds and to have the City Manager of the City review all bids received in accordance with such notices. The City Manager is authorized to award the sale of the Series 2020B Bonds to the bidder(s) submitting the best bid(s) with the lowest true interest costs to the Authority and the City.

Notwithstanding the foregoing, if the Financial Advisor determines advises that it is in the best interest of the Authority to issue the Series 2020B Bonds pursuant to a negotiated sale, the City Manager of the City is hereby authorized to select an underwriter or bank for the sale of the Series 2020B Bonds.

[END OF ARTICLE X]

This Bond Resolution adopted by the Authority on the 15th day of September, 2020.

CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY

By: _____
Chairman

(SEAL)

Attest:

Secretary

EXHIBIT A

[FORM OF BOND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Sandy Springs Public Facilities Authority (the "Authority") or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

The Authority has established a Book-Entry System of registration for this Bond. Except as specifically provided otherwise in the hereinafter defined Resolution, Cede & Co., as nominee of The Depository Trust Company, will be the registered owner and will hold this Bond on behalf of each beneficial owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, each beneficial owner of this Bond shall be deemed to have agreed to such arrangement. Cede & Co., as registered owner of this Bond, will be treated as the owner of this Bond for all purposes.

DTC may discontinue providing its services as depository with respect to this Bond at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

No. R-_____ \$_____

UNITED STATES OF AMERICA
STATE OF GEORGIA
CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY
REVENUE BONDS
(PUBLIC FACILITIES PROJECT),
SERIES 2020B

BOND DATE:	INTEREST RATE:	MATURITY DATE:	CUSIP:
_____, 2020	_____%	May 1, 20__	_____

FOR VALUE RECEIVED, the City of Sandy Springs Public Facilities Authority (the "Authority"), a public body corporate and politic duly created and validly existing pursuant to an act of the General Assembly of the State of Georgia (Ga. Laws 2006, page 3908, *et seq.*, as amended) (the "Act"), hereby promises to pay from the special fund provided therefor, as hereinafter set forth, to CEDE & CO., a nominee of The Depository Trust Company, or registered assigns, the principal sum of

_____ DOLLARS

in lawful money of the United States of America, on the date specified above, [unless redeemed prior thereto as hereinafter provided], upon presentation and surrender hereof at the principal corporate trust office of U.S. Bank National Association, Atlanta, Georgia, as Paying Agent and Bond Registrar, and to pay to the registered owner hereof solely from said special fund interest (based on a 360-day year comprised of twelve thirty-day months) on the principal amount from the Interest Payment Date (hereinafter defined) next preceding the date of authentication hereof to which interest has been paid (unless the date of authentication hereof is an Interest Payment Date, in which case from such Interest Payment Date, unless the date of authentication hereof is after a Record date but before an Interest Payment Date, in which case from the next Interest Payment Date, or unless the date of authentication hereof is before the first Interest Payment Date, in which case from _____, 20____), at the rate per annum specified above, on _____ 1, 20____ and semiannually thereafter on the 1st days of _____ and _____ in each year (each an "Interest Payment Date"), until payment of the principal amount hereof. Payments of interest on this bond shall be made by check or draft payable to the registered owner as shown on the bond registration book kept by the Bond Registrar at the close of business on the fifteenth day of the calendar month next preceding each Interest Payment Date, and such interest payments shall be mailed by first class mail to the registered owner at the address shown on the bond registration book. Notwithstanding the foregoing, so long as this bond is registered in the name of the Securities Depository or the Securities Depository Nominee, payment of the principal of and interest on this bond shall be made by wire transfer to the Securities Depository, as more fully described herein.

This bond is one of a duly authorized issue of City of Sandy Springs Public Facilities Authority Revenue Bonds (Public Facilities Project), Series 2020B in the aggregate principal amount \$_____ (the "Series 2020B Bonds"), of like tenor, except as to designation, numbers, denominations, dates of maturities, interest rates and redemption provisions, issued under authority of the Constitution of the State of Georgia, the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*, as amended) and the Act and was duly authorized by a resolution of the governing body of the Authority adopted on September 15, 2020, as supplemented on _____, 2020 (collectively, the "Bond Resolution"). The Authority may, under certain terms and conditions as provided in the Bond Resolution, issue additional obligations on a parity with the Series 2020B Bonds. The Series 2020B Bonds were issued for the purpose of providing funds to finance, in whole or in part, the cost of (i) acquiring, constructing and installing public facility projects and (ii) paying expenses necessary to accomplish the foregoing. The Series 2020B Bonds are secured by a first lien on the Lease Agreement, dated as of _____ 1, 2020 (the "Lease Agreement"), between the Authority and the City of Sandy Springs, Georgia (the "City"), and the City's payment

obligations (the "Lease Payments") thereunder. In addition to the Series 2020B Bonds, the Authority may issue, under certain terms and conditions as provided in the Bond Resolution, additional revenue bonds, and if issued such additional revenue bonds will rank on a parity as to lien on the Lease Agreement and the Lease Payments with the lien securing payment of the Series 2020B Bonds. Reference to the Bond Resolution is hereby made for a complete description of the fund charged with, and pledged to, the payment of the principal of and the interest on the Series 2020B Bonds, the nature and extent of the security, a statement of rights, duties and obligations of the Authority, the rights of the owners of the Series 2020B Bonds, and the terms and provisions under which additional revenue bonds may be issued, to all the provisions of which the owner hereof, by the acceptance of this bond, assents.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until this bond shall have been authenticated and registered upon the bond registration book kept by the Bond Registrar for that purpose, which authentication and registration shall be evidenced by the execution by the manual signature of a duly authorized signatory of the Bond Registrar of the certificate hereon.

The Series 2020B Bonds are being issued by means of a Book-Entry System, with actual Series 2020B Bonds immobilized at The Depository Trust Company, New York, New York, or its successor as securities depository (the "Securities Depository"). Actual Series 2020 Bonds are not available for distribution to bondholders (the "Beneficial Owners"), except under the limited circumstances set forth in the Bond Resolution. The principal, redemption premium (if any) and interest on the Series 2020B Bonds are payable by the Paying Agent to Cede & Co., as nominee of the Securities Depository. Transfer of principal, redemption premium (if any) and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal, redemption premium (if any) and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. The Authority and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. So long as any Series 2020B Bonds are registered in Book-Entry Form, the Authority, the City and the Paying Agent may treat the Securities Depository as, and deem the Securities Depositor to be, the absolute owner of such Series 2020B Bonds for all purposes whatsoever, including without limitation: (a) the payment of principal of and interest on such series of Series 2020B Bonds; (b) giving notices of redemption and other matters with respect to such Series 2020B Bonds; (c) registering transfers with respect to such Series 2020B Bonds; (d) the selection of [Series 2020 Bonds] for redemption; and (e) voting and obtaining consents under the Bond Resolution.

If the Series 2020B Bonds are no longer registered to the Securities Depository or its nominee, this bond may be registered as transferred only upon the registration books kept for that purpose at the principal corporate trust office of the Bond Registrar by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Bond Registrar of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond, in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor. In

addition, if the bonds are no longer registered to a Securities Depository, this bond may be exchanged by the registered owner hereof or his or her duly authorized attorney upon presentation at the principal corporate trust office of the Bond Registrar for an equal aggregate principal amount of bonds of the same maturity and in any authorized denominations in the manner, subject to the conditions and upon payment of charges, if any, provided in the Bond Resolution. No service charge shall be made for any registration of transfer or exchange hereinbefore referred to, but the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege.

The Authority and the City have entered into the Lease Agreement. Pursuant to the Lease Agreement, the Authority has agreed to issue the Series 2020B Bonds, and the City has agreed to make Lease Payments to the Authority in amounts sufficient to enable the Authority to pay the principal of and interest on the Series 2020B Bonds as the same becomes due and payable. The Lease Agreement provides that the obligation of the City to make the Lease Payments is absolute and unconditional. The City is required to levy an ad valorem property tax, at such rate or rates, not to exceed 4.731 mills per dollar (or such greater amount as may hereafter be recommended by the Mayor and Council of the City and approved by a majority of the eligible voters in the City by referendum), on all property in the City subject to such tax in order to make the Lease Payments in the full amount required on the dates such payments are due. Such Lease Payments are to be paid by the City directly to the Sinking Fund Custodian designated in the Bond Resolution for the account of the Authority and deposited into the special fund created in the Bond Resolution and designated the "City of Sandy Springs Public Facilities Authority Sinking Fund – Public Facilities Project." The Lease Agreement and the Lease Payments have been pledged under the Bond Resolution to the payment of the principal of and interest on the Series 2020B Bonds.

This bond is a limited obligation of the Authority payable solely from the Lease Payments. This bond does not constitute a general obligation of the State of Georgia, the City, or any other political subdivision or municipal corporation of the State of Georgia within the meaning of any constitutional or statutory limitation upon indebtedness. Neither the State of Georgia, the City nor any other political subdivision or municipal corporation of the State of Georgia shall be subject to any pecuniary liability thereon. No owner of this bond shall ever have the right to compel the exercise of the taxing power of the State of Georgia, the City or any other political subdivision or municipal corporation of the State of Georgia to pay the same or the interest thereon, nor to enforce payment hereof against any property of the State of Georgia, the Authority or the City. The principal of and interest on the Series 2020B Bonds are payable solely from the Lease Payments.

[INSERT REDEMPTION PROVISIONS]

[In the event any of the Series 2020B Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2020B Bonds (or portions thereof) to be redeemed and specifying the terms of such redemption will be given by mailing a copy of the redemption notice by first class mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Series 2020 Bond to be redeemed at the address shown on the books

of the Registrar maintained pursuant to Section 2.06 of the Bond Resolution; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of proceedings for the redemption of any Series 2020 Bond or portion thereof with respect to which no such failure has occurred. All Series 2020B Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at that time.

If at the time of mailing of notice of redemption there shall not have been deposited with the Paying Agent moneys sufficient to redeem all the Series 2020B Bonds called for redemption, which moneys are or will be available for redemption of Series 2020B Bonds, such notice shall state that it is conditional upon the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

If the Series 2020B Bonds are called for redemption in part, the Series 2020B Bonds within each maturity so called for redemption shall be selected by lot or in such manner as may be designated by the Securities Depository, when in book-entry form and by the Bond Registrar, when not in book-entry form.

To the extent and in the manner permitted by the Bond Resolution, modifications, alterations, amendments, additions and deletions of the provisions of the Bond Resolution, or of any resolution supplemental thereto, the Series 2020B Bonds or the Lease Agreement, may be made by the Authority without the consent of the owners of the Bonds in certain circumstances and with the consent of fifty-one percent (51%) of the principal amount of the Bonds outstanding in other circumstances.

This bond is issued with the intent that the laws of the State of Georgia shall govern its construction. In case of default, the owner of this bond shall be entitled to the remedies provided in the Bond Resolution, the Revenue Bond Law and the Act.

It is hereby recited and certified that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been done, have happened and have been performed in due and legal form as required by law, and that provision has been made for the allocation from the Lease Payments of amounts sufficient to pay the principal of and the interest on the Series 2020B Bonds as the same mature, or are acquired by mandatory redemption, and that said Lease Payments are irrevocably allocated and pledged to the payment of the Series 2020B Bonds and the interest thereon.

IN WITNESS WHEREOF, the governing body of the City of Sandy Springs Public Facilities Authority has caused this Bond to be executed by the manual or facsimile signature of its Chairman and its official seal to be imprinted hereon and attested by the manual or facsimile signature of its Secretary as of _____, 2020.

CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY

(S E A L)

By: _____
Chairman

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Revenue Bonds described in the Bond Resolution of the City of Sandy Springs Public Facilities Authority adopted on _____, 2020.

U.S. BANK NATIONAL ASSOCIATION,
Atlanta, Georgia, as Bond Registrar

By: _____
Authorized Signatory

Date of Authentication and Registration: _____, 2020

VALIDATION CERTIFICATE

STATE OF GEORGIA)

COUNTY OF FULTON)

The undersigned Clerk of the Superior Court of Fulton County, State of Georgia, HEREBY CERTIFIES that this Bond was validated and confirmed by judgment of the Superior Court of Fulton County, Georgia, on _____, 2020, and that no intervention or objection was filed in the proceedings validating same and that no appeal from said judgment of validation has been taken.

WITNESS my signature and seal of the Superior Court of Fulton County, Georgia.

(S E A L)

Clerk, Superior Court,
Fulton County, Georgia

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers
unto _____
[please print or typewrite name and address including postal zip code of assignee]

[Please insert Social Security or
Tax Identification Number of Assignee]

_____ the within Bond and all rights thereunder, hereby
constituting and appointing _____ attorney to transfer
this Bond on the bond registration book kept for such purpose by the Bond Registrar, with full
power of substitution in the premises.

DATED _____

Signature Guaranteed:

Notice: The signature to this assignment must
correspond with the name as it appears upon the
face of the within Bond in every particular, without
alteration or enlargement or any change whatever.

Signature must be guaranteed by an
institution which is a participant in
the Securities Transfer Agent
Medallion Program (STAMP) or
similar program.

DTC FAST RIDER

Each such certificate shall remain in the Paying Agent's custody subject to the provisions of the FAST Balance Certificate Agreement currently in effect between the Paying Agent and DTC-FAST Agreement.

EXHIBIT B

FORM OF LEASE AGREEMENT

[Attached.]

EXHIBIT C

PROJECT REPORT

The acquisition, construction and installation of certain land, public buildings, facilities and equipment necessary and convenient for the efficient operation of the City, consisting of the following:

- 1) Acquisition of land for public safety;
- 2) Acquisition, construction, renovation, installation and equipping of public safety facilities; and
- 3) Acquisition of land and the acquisition, construction, installation and equipping of fire stations.

EXHIBIT D

FORM OF PROJECT FUND REQUISITION

Requisition No. _____

_____, 20____

[PROJECT FUND CUSTODIAN]

Re: Disbursement From Project Fund Relating to City of Sandy Springs Public Facilities Authority Revenue Bonds (Public Facilities Project), Series 2020B

To the Addressee:

The undersigned authorized representative of the City of Sandy Springs Public Facilities Authority (the "Authority") does hereby submit a requisition for a disbursement from the Project Fund established under the Resolution adopted by the Authority on September 15, 2020, as supplemented on _____, 2020 (collectively, the "Resolution"), relating to the captioned bond. The amount to be paid, the circumstances of such obligation and the name of the person, firm or corporation to whom payment is due is shown on Schedule 1 attached hereto. In connection with this requisition, the undersigned hereby certifies, as follows:

1. An obligation in the stated amount has been incurred, is a proper charge against the Project Fund and has not been paid.
2. A bill or statement of account for such obligation, or a copy thereof, is attached hereto or is on file in the office of the Finance Director or Interim Finance Director of the City of Sandy Springs, Georgia (the "City").
3. The undersigned has no notice of any vendor's, mechanic's or other liens or rights to liens, security interests, chattel mortgages, or conditional sales contracts which should be satisfied or discharge before such payment is made.
4. This requisition contains no item representing payment on account or any retained percentages which the City is, as of the date of this certification, entitled to retain.
5. Insofar as such obligation was incurred for work, materials, supplies or equipment, such work was actually performed or such materials, supplies or equipment were actually installed in or about the construction or delivered at the site of the work for that purpose.

This _____ day of _____, 20_____.

CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY

By: _____
Authorized Representative

Approved by

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Authorized Representative

SCHEDULE "1"

Payee

Amount

Purpose

SECRETARY'S CERTIFICATE

The undersigned Secretary of the City of Sandy Springs Public Facilities Authority, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Authority at an open public meeting duly called and lawfully assembled, on the 15th day of September, 2020, authorizing the issuance of not to exceed \$60,000,000 in aggregate principal amount of City of Sandy Springs Public Facilities Authority Revenue Bonds (Public Facilities Project), Series 2020B, the original of said resolution being duly recorded in the Minute Book of said Authority, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the City of Sandy Springs Public Facilities Authority, this the 15th day of September, 2020.

Secretary

Exhibit B

Lease Agreement

LEASE AGREEMENT

by and between

CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY

and

CITY OF SANDY SPRINGS, GEORGIA

Dated as of _____ 1, 2020

Relating to the City of Sandy Springs Public Facilities Authority Revenue Bonds (Public
Facilities Project), Series 2020B

The rights and interest of City of Sandy Springs Public Facilities Authority (the “Authority”) in the revenues and receipts derived from this Lease Agreement have been assigned and pledged under a Bond Resolution, adopted by the Authority on September 15, 2020, as supplemented.

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is entered into as of _____, 2020, by and between the CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY (the “Authority”), a public body corporate and politic of the State of Georgia, and CITY OF SANDY SPRINGS, GEORGIA (the “City”), a municipal corporation of the State of Georgia.

WITNESSETH:

WHEREAS, the City of Sandy Springs Public Facilities Authority (the “Authority”) was duly created and is validly existing pursuant to an act of the General Assembly of the State of Georgia (Ga. Laws 2006, page 3908, *et seq.*, as amended) (the “Act”); and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has, among others, the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of (1) any project (as authorized by the Act), which includes all buildings and facilities necessary or convenient for the efficient operation of the City, or any department, agency, division or commission thereof and (2) any undertaking permitted by the Revenue Bond Law; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, after careful study and investigation, the Authority issued its Revenue Bonds (Public Facilities Project), Series 2020B, in the aggregate principal amount of \$_____ (the “Series 2020B Bonds”) for the purpose of providing funds to (a) acquire, construct and install public facility projects (the “Projects”), as more fully described in Exhibit A attached hereto and made a part hereof and (b) pay the costs incident thereto; and

WHEREAS, the Series 2020B Bonds will be issued pursuant to the Act, the Revenue Bond Law, a resolution of the Authority adopted on September 15, 2020, as supplemented by the Authority’s Supplemental Bond Resolution, adopted on _____, 2020 (collectively, the “Bond Resolution”); and

WHEREAS, the Series 2020B Bonds shall contain such terms and provisions as provided in the Bond Resolution; and

WHEREAS, the Authority and the City propose to enter into this Lease, pursuant to which the Projects will be leased by the Authority, as lessor, to the City, as lessee, and the

City will agree to make lease payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2020B Bonds; and

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1.

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions.

In addition to the words and terms elsewhere defined in this Lease and the Bond Resolution, the following words and terms as used in this Lease shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“Bond Resolution” shall mean the resolution of the Authority, adopted on September 15, 2020, as supplemented by the Supplemental Resolutions, authorizing the issuance of the Series 2020B Bonds.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Deed” means any one or more bills of sale, deeds, easements, grants of rights of way or other conveyances from the City or its intermediaries conveying the Projects or any portion thereof to the Authority.

“Lease Term” shall mean the duration of the leasehold estate created in this Lease as specified in Section 5.1 hereof.

“Permitted Encumbrances” shall mean, as of any particular time, (i) liens for taxes and assessments not then delinquent, (ii) this Lease, (iii) utility access and other easements and rights of way, restrictions and exceptions that an authorized representative of the Authority certifies will not interfere with or impair the Projects, and (iv) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property similar in character to the Projects and as do not materially impair the property affected thereby for the purpose for which it was acquired or held by the Authority.

“State” shall mean the State of Georgia.

“Supplemental Resolution” shall mean the Supplemental Bond Resolution of the Authority, adopted on _____, 2020.

Section 1.2. Rules of Construction.

The definitions referred to in Section 1.1 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” “this Lease” and other equivalent words refer to this Lease and not solely to the particular portion thereof in which any such word is used. All references herein to particular Articles or Sections are references to Articles or Sections of this Lease unless otherwise specified.

[END OF ARTICLE I]

ARTICLE 2.

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 2.1. Representations, Warranties and Agreements of the Authority.

The Authority makes the following representations, warranties and agreements as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly created, organized and existing under the Constitution and laws of the State, including the Act, and, unless otherwise required by law, shall maintain its corporate existence so long as the Series 2020B Bonds are outstanding. Under the provisions of the Act, the Authority is authorized to (i) adopt the Bond Resolution and perform its obligations thereunder, (ii) issue, execute, deliver and perform its obligations under the Series 2020B Bonds, and (iii) execute, deliver and perform its obligations under this Lease. The Bond Resolution has been duly adopted and has not been modified or repealed. The Authority has duly authorized (i) the issuance, execution, delivery and performance of the Series 2020B Bonds and (ii) the execution, delivery and performance of this Lease. The Bond Resolution, the Series 2020B Bonds and this Lease are valid, binding and enforceable obligations of the Authority.

(b) The Authority has determined that the Projects are projects in furtherance of the Authority's purpose and mission under the Act.

(c) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) acquisition, construction or installation of the Projects, (ii) issuance of the Series 2020B Bonds, or (iii) execution, delivery and performance of this Lease by the Authority, except as shall have been obtained as of the date hereof; provided, however, no representation is given with respect to any "blue sky" laws.

(d) The adoption of the Bond Resolution, the issuance of the Series 2020B Bonds and the authorization, execution, delivery and performance by the Authority of this Lease do not violate the Act, the Authority's bylaws, any resolutions or ordinances of the City, Fulton County or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Series 2020B Bonds, pledging the Lease Payments and this Lease to the payment of the Series 2020B Bonds of financing of the Projects, (ii) contesting or questioning the existence of the Authority or the titles of the

present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of the Series 2020B Bonds, the Bond Resolution or this Lease or (B) materially adversely affect the transactions contemplated by this Lease.

(f) The Authority is not in violation of the Act, its bylaws, any resolutions or ordinances of the City, Fulton County or the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(g) The Authority has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby the City's interest in the Projects will or may be, impaired or encumbered in any manner except as permitted herein and the Bond Resolution and except for acts or things done or permitted by the City.

(h) Except as herein and in the Bond Resolution provided, the Authority will not encumber any part of its interest in the Lease Payments or its rights under this Lease. The pledge made of the Lease Payments constitutes a first and prior pledge of and lien on said Lease Payments and said pledge shall at no time be impaired by the Authority and the Lease Payments shall not otherwise be pledged.

(i) The Authority makes no representation as to the financial position or business condition of the City and does not represent or warrant as to any of the statements, materials (financial or otherwise), representations or certifications with respect to the City in connection with the sales of the Series 2020B Bonds, or as to the correctness, completeness or accuracy of such statements.

Section 2.2. Representations, Warranties and Agreements of the City.

The City makes the following representations, warranties and agreements as the basis for the undertaking on its part herein contained:

(a) The City is a municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Lease. The City has duly authorized the execution, delivery and performance of this Lease. This Lease is a valid, binding and enforceable obligation of the City.

(b) The City has determined that the Projects are in the public interest.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) acquisition, construction or installation of the Projects or (ii) execution, delivery and performance of this Lease by the City, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the City of this Lease do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the City from (A) collecting ad valorem taxes and using it to make the Lease Payments or (B) acquiring, constructing and installing the Projects, (ii) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Lease or (B) materially adversely affect (1) the financial condition or results of operations of the City or (2) the transactions contemplated by this Lease.

(e) The City is not in violation of the laws or the Constitution of the State and is not in default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

[END OF ARTICLE II]

ARTICLE 3.

ISSUANCE OF SERIES 2020B BONDS; APPLICATION OF BONDS PROCEEDS; COMMENCEMENT AND COMPLETION OF PROJECTS

Section 3.1. Agreement to Issue the Series 2020B Bonds.

In order to provide funds, as provided in the Bond Resolution, to acquire, construct and install the Projects and pay the costs incident thereto, the Authority, in accordance with the Act, will issue the Series 2020B Bonds, and all of the covenants, agreements and provisions hereof shall, to the extent provided herein and in the Bond Resolution, be for the benefit and security of the Bondholders. The Authority has delivered a certified copy of the Bond Resolution to the City.

Section 3.2. Date, Denomination, and Maturities.

The Series 2020B Bonds will be issued in one or more series to be issued at one or more times, in fully registered form and will mature and be paid pursuant to the provisions of Article II of the Bond Resolution, as supplemented by the Supplemental Resolutions. Interest on the Series 2020B Bonds will be paid to the person or persons and in the manner stated in the Series 2020B Bonds and in the Bond Resolution, until the obligation of the Authority with respect to the payment of the principal of the Series 2020B Bonds shall be discharged in accordance therewith.

Section 3.3. Obligations Relating to the Series 2020B Bonds.

The City agrees to perform all such obligations as are contemplated by the Bond Resolution to be performed by the City.

Section 3.4. Application of Bond Proceeds.

At and upon the delivery of and payment for the Series 2020B Bonds, the proceeds received therefrom shall be applied in the manner set forth in the Bond Resolution, as supplemented by the Supplemental Resolutions.

Section 3.5. Agreement to Acquire, Construct and Install the Projects.

(a) The Authority hereby appoints the City as its sole and exclusive agent to proceed forthwith with acquiring, constructing and equipping the Projects in accordance with the Project Report as defined in the Bond Resolution. The City shall obtain or cause to be obtained all necessary approvals from any and all governmental agencies requisite to undertaking the acquisition, construction and equipping of the Projects. The Projects shall be acquired, constructed and installed in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The City will take or cause to be taken such action and institute or cause to be instituted such proceedings as it shall deem appropriate to cause and require all contractors and suppliers of materials to complete their contracts, including the correcting of any defective work. Any amounts recovered by way of damages, refunds, adjustments or otherwise

in connection with the foregoing shall (i) if the City has corrected at its own expense the matter which gave rise to such default or breach, be paid to the City or (ii) if the City has not corrected at its own expense the matter which gave rise to such default or breach, be paid into the Project Fund.

(b) The City, as the sole and exclusive agent of the Authority, shall acquire, construct and install, or cause to be acquired, constructed and installed, the Projects substantially as described in the Project Report with such change orders as may be approved by the City and the Authority.

(c) The moneys credited to the Project Fund from the sale of the Series 2020B Bonds shall be used and applied only for the purpose of paying the cost of the Projects described in the Project Report and otherwise disbursed as provided in the Bond Resolution.

(d) All payments from the Project Fund shall be made upon the terms and conditions set forth in the Bond Resolution. The City shall prepare the requisitions and certificates required by the Bond Resolution, a form of such requisition being attached as Exhibit D to the Bond Resolution.

(e) All real or tangible personal property acquired with the proceeds of the Series 2020B Bonds shall be titled in the name of the Authority and shall hereby be leased to the City. All such property shall be free of any liens and encumbrances and the same shall constitute part of the Projects.

Section 3.6. Establishment of Completion Date.

The Completion Date shall be evidenced to the Project Fund Depository by a certificate signed by a duly authorized representative of the City stating that, except for amounts retained by the Project Fund Depository at the City's direction to pay any cost of the Projects not then due and payable, (a) the Projects have been completed and all costs of labor, services, materials and supplies have been paid, and (b) all other facilities necessary in connection with the Projects have been acquired, constructed and equipped and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Project Fund Depository shall retain in the Project Fund a sum equal to the amounts necessary for payment of the costs of the Projects not then due and payable according to such certificate. If any such amounts so retained are not subsequently used, prior to any transfer of such amounts to the Sinking Fund, the Project Fund Depository shall give notice to the Authority and the City of the failure to apply such funds for payment of the costs of the Projects. Any amount not to be retained in the Project Fund for payment of the costs of the Projects, and all amounts so retained but not subsequently used, shall be transferred by the Project Fund Depository into the Sinking Fund and shall be used to pay the next occurring principal amount due on the Series 2020B Bonds.

[END OF ARTICLE III]

ARTICLE 4.

DEMISING CLAUSE; RENTAL PROVISIONS

Section 4.1. Lease of Project.

The Authority hereby leases to the City, and the City leases from the Authority, the Projects, subject only to Permitted Encumbrances, in accordance with the provisions of this Lease, to have and to hold for the Lease Term. The Authority warrants and covenants that it has good and marketable fee simple title to the Projects free from any encumbrances other than Permitted Encumbrances.

Section 4.2. Quiet Enjoyment.

The Authority will not take any action to prevent the City from having quiet and peaceable possession and enjoyment of the Projects during the term of this Lease and will, at the request of the Lessee, and at its cost, to the extent that it may lawfully do so, join in any legal action in which the Lessee asserts its right to such possession and enjoyment.

[END OF ARTICLE IV]

ARTICLE 5.

EFFECTIVE DATE OF THIS LEASE; DURATION OF TERM; LEASE PAYMENT PROVISIONS;

Section 5.1. Effective Date of this Lease; Duration of Term.

This Lease shall become effective as of _____ 1, 2020, and the leasehold interests created by this Lease shall then begin, and, subject to the other provisions of this Lease, shall expire on the later of (a) _____ 1, 20____, or if at said time and on said date the Series 2020B Bonds have not been paid in full as to principal and interest then on such date as such payment shall have been made or (b) the date the Series 2020B Bonds have been paid in full, but in no event in excess of fifty (50) years from the date hereof. Notwithstanding the foregoing, the provisions of Section 10.9 hereof shall expire fifty (50) years from the date hereof.

Section 5.2. Lease Payments.

On or prior to each _____ 1 and _____ 1 of each year (each a "Lease Payment Date"), commencing _____ 1, 20____, the City shall make the Lease Payments to the Authority as set forth on Schedule 1 attached hereto. Upon the issuance of each additional series of Series 2020B Bonds, this Lease shall be amended to provide an updated schedule of Lease Payments for the coming Fiscal Year, which schedule shall take into account the additional principal and interest requirements of such additional series of Series 2020B Bonds and shall be and become for all purposes thereafter Schedule 1. In addition to the foregoing, each Lease Payment shall include the charges as billed specified in subparagraphs (e) and (f) of Section 5.03 of the Bond Resolution. Notwithstanding anything in the Bond Resolution or herein to the contrary, if such date is on or prior to _____ 1, the City shall pay an amount sufficient to enable the Authority to pay in full the principal and interest on the Series 2020B Bonds coming due on _____ 1, and if such date is on or prior to _____ 1, the City shall pay an amount sufficient to enable the Authority to pay in full the interest on the Series 2020B Bonds coming due on _____ 1, and such Lease Payments shall continue and recontinue until provision has been made for the payment in full of the Series 2020B Bonds as to principal, interest and premium, if any. In addition to the foregoing, the Lease Payments provided for herein shall be made by payment directly to the Sinking Fund Custodian for deposit into the Sinking Fund (except the amounts billed which are specified in subparagraphs (e) and (f) of Section 5.03 of the Bond Resolution).

Section 5.3. Optional Redemption and Optional Prepayment of Lease Payments.

(a) The Series 2020B Bonds shall be subject to optional redemption, in whole or in part, as provided in the Bond Resolution, as supplemented, and the Lease Payments due under Section 5.2 shall be subject to prepayment, both at the option of the City.

(b) No prepayment of any Lease Payment in accordance with the provisions

of the preceding sentence shall relieve the City to any extent from its obligations thereafter to make Lease Payments required by the provisions hereof until the Series 2020B Bonds and interest thereon has been paid in full. Upon the prepayment of the Lease Payments in whole, the amount of such prepayment shall be used to retire the Series 2020B Bonds, in the manner provided in, and subject to, the Bond Resolution.

Section 5.4. Budget and Tax Levy to Pay Lease Payments.

(a) The obligations of the City to make the Lease Payments when due under Section 5.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional general obligations of the City as herein provided, and the City hereby pledges its full faith and credit and taxing power, subject to the mileage limitation provided below, to such payment and performance. In the event the amount of funds lawfully available to the City is not sufficient to pay the Lease Payments when due in any year, the City shall levy an ad valorem tax on all taxable property located within the limits of the City subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates, not to exceed 4.731 mills per dollar (or such greater amount as may hereafter be recommended by the Mayor and Council of the City and approved by a majority of the eligible voters of the City by referendum), as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the Lease Payments as provided herein. The City hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the Lease Payments required pursuant to Section 5.2 hereof and such lien is superior to any that can hereafter be made; provided, however, the City may create a lien on a parity with the lien created herein in connection with the issuance of Additional Bonds.

(b) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Lease Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the Lease Payments shall constitute a general obligation of the City and a pledge of the full faith and credit of the City, subject to the mileage limitation provided above, to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation

and budgetary measures, and the fiscal officers of the City shall make such Lease Payments to the Sinking Fund Custodian for deposit to the Sinking Fund if for any reason the payment of such obligations shall not otherwise have been made.

Section 5.5. Obligations of City Hereunder Absolute and Unconditional.

The obligations of the City to make the payments required in Section 5.2 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of set off, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as all amounts owing hereunder have been paid or provision for the payment thereof shall have been made in accordance with the Bond Resolution and hereof, the City (a) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Lease Payments provided for herein, (b) will perform and observe all of its other agreements contained in this Lease, and (c) will not terminate the Term of this Lease or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of title in and to the Projects or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Projects, the taking by eminent domain of title to or the use of all or any part of the Projects, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that the Series 2020B Bonds are unenforceable or invalid, the invalidity of any provision of this Lease, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease, or the Bond Resolution. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part contained herein or in the Bond Resolution; and if the Authority should fail to perform any such agreement, the City may institute such action against the Authority as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Lease and to make the Lease Payments specified herein. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the extent required.

Section 5.6. Enforcement of Obligations.

The obligation of the City to make Lease Payments under this Article may be enforced by (a) the Authority, (b) the Bondholders, in accordance with the applicable provisions of the Bond Resolution and independently of the Authority or (c) such receiver or receivers as may be appointed pursuant to the Bond Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Lease Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto or the Bondholders.

[END OF ARTICLE V]

ARTICLE 6.

OWNERSHIP; MAINTENANCE AND OPERATION COVENANTS OF THE CITY; CITY'S OWN PERSONAL PROPERTY

Section 6.1. Ownership of Projects.

For and in consideration of the Authority issuing its revenue bonds to provide funds sufficient, together with other funds available to the City and the Authority, to finance the costs of the Projects, and in accordance with the foregoing constitutional and statutory power and authority, the City, as grantor, directly or through its intermediaries, contemporaneously with the issuance of the Series 2020B Bonds, shall convey to the Authority, as grantee, in accordance with the provisions of the Deed, said Projects or portions thereof held by the City.

Equipment and other facilities constituting a part of the Projects which may be acquired, constructed and installed with proceeds of the Series 2020B Bonds subsequent to the execution of this Lease, shall be titled in the name of the Authority and shall immediately become subject to the provisions hereof, and the Authority and the City will take such actions as are necessary to amend this Lease to reflect the inclusion of such property under the provisions hereof.

Section 6.2. Maintenance and Operation of the Projects.

The City shall operate and maintain the Projects or cause the Projects to be operated and maintained economically, efficiently and in accordance with good business practices and in compliance with the terms of the laws, regulations and ordinances of any federal, state or county government having jurisdiction over the operation of such facilities. All compensation, salaries, fees and wages paid or caused to be paid by the City shall be reasonable, and no more persons will be employed to operate the Projects than are necessary. The City shall at all times maintain the Projects or cause the Projects to be maintained in good condition and repair and shall promptly repair, replace or restore any damage to the Projects or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof.

Section 6.3. Operating Expenses.

The City shall pay or cause to be paid the reasonable and necessary costs of operating, maintaining and repairing the Projects, including salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Projects, cost of materials and supplies, rentals (excluding Lease Payments) of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating, maintaining and repairing the Projects in accordance with sound business practice.

Section 6.4. Liens; Easements; Subleases; Sale of Assets.

The City shall not create or suffer to be created, any lien, security interest or charge on the Projects, or any part thereof, and it shall pay, or cause to be discharged, or it shall make adequate provisions to satisfy and discharge, within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the Projects, or any part thereof; provided, however, that nothing contained in the Lease shall require the City to pay, or cause to be discharged, or make provision for, any such lien, security interest or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

The City may grant or cause to be granted, whether to itself or otherwise, easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Projects, or the City may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Projects with or without consideration. In connection with any such grant, the Authority and the City agree that they shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or assent.

The Authority, at the direction of the City, may sell, sublease or give away all or a portion of the Projects. Prior to such conveyance, the Authority and the City shall obtain an opinion of nationally recognized bond counsel to the effect that such sale or lease will not adversely affect the tax-exempt status of the Series 2020B Bonds as provided in Section 7.05 of the Bond Resolution.

Section 6.5. Removal of Equipment.

Neither the Authority nor the City is under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary equipment or other personalty forming a part of the Projects. In any instance where the City in its discretion determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the City may remove such items of such equipment or personalty, in which event title to the same shall thereupon vest in the City, and the City may sell, trade, exchange or otherwise dispose thereof, as a whole or in part, without any responsibility or accountability to the Authority, and upon such determination said equipment or personalty shall no longer be a part of the Projects. Prior to such conveyance, the Authority and the City shall obtain an opinion of nationally recognized bond counsel to the effect that such sale or lease will not adversely affect the tax-exempt status of the Series 2020B Bonds as provided in Section 7.05 of the Bond Resolution.

Section 6.6. Alterations and Improvements to Projects.

The City, from time to time, in its sole discretion and at its own expense, may make any additions, deletions, alterations, modifications or improvements to the Projects, or to any buildings or other facilities constituting any part thereof, which it may deem desirable for its

governmental or proprietary purposes. Portions of the real property constituting part of the Projects may be deleted from the Projects description in the event that the final plans and specifications for the Projects do not use all of the real property or portions of the Projects are located on other parcels which are added to the description of the Projects. Portions of the Projects which the City determines are no longer needed as part of the Projects may be conveyed to the City by the Authority upon request of the City and shall no longer be subject to the provisions of the Lease. Any such conveyance shall not affect the obligations of the City to pay the Lease Payments or additional rent due under the provisions of the Lease.

Section 6.7. Installation of City's Own Personal Property.

The City may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in the Projects or on the real property comprising the Projects. All such machinery, equipment and other tangible property shall remain the sole property of the City in which the Authority shall have no interest.

Section 6.8. Use of Proceeds and Specific Tax Covenants.

The Series 2020B Bonds are being issued by the Authority in compliance with the conditions necessary for interest income on the Series 2020B Bonds to be excluded from gross income for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code relating to obligations of the State or political subdivisions thereof. It is the intention of the Authority and the City that the interest on the Series 2020B Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the Authority and the City hereby covenants with the Bondholders as follows:

(a) That they will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax exempt status of interest on the Series 2020B Bonds under Section 103 of the Code.

(b) That they will not directly or indirectly use or permit the use of any of the proceeds of the Series 2020B Bonds or take or omit to take any action in a way that would cause the Series 2020B Bonds to be (i) "private activity bonds" within the meaning of Section 141 of the Code or (ii) obligations which are "federally guaranteed" within the meaning of Section 149(b) of the Code.

(c) That they will not directly or indirectly use or permit the use of any proceeds of the Series 2020B Bonds or any other funds of the Authority or the City or take or omit to take any action that would cause the Series 2020B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the Authority and the City will comply with all requirements of Section 148 of the Code and any regulations promulgated thereunder to the extent applicable to the Authority or the City. In the event that at any time the Authority or the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held under the Bond Resolution, the Authority and the City shall take such action as may be necessary to effect the same.

Section 6.9. Arbitrage Covenants.

Neither the Authority nor the City shall, subsequent to the date of the issuance and delivery of the Series 2020B Bonds, intentionally use any portions of the proceeds of the Series 2020B Bonds to acquire higher yielding investments, or to replace funds which were used directly or indirectly to acquire higher yielding investments, except as may otherwise be permitted by the Code, including, but not limited to, complying with the requirements of Section 148(f) of the Code and the payment of rebate, if any, required to be made by the Authority, and that they will expend the proceeds of the Series 2020B Bonds in compliance with the applicable provisions of Section 141 to 149, inclusive, of the Code.

[END OF ARTICLE VI]

ARTICLE 7.

SPECIAL COVENANTS AND AGREEMENTS

Section 7.1. No Warranty of Condition or Suitability by the Authority.

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECTS OR ITS SUITABILITY.

Section 7.2. Further Assurances and Corrective Instruments, Recordings and Filings.

The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to facilitate the performance of this Lease.

Section 7.3. Bonds Made Subject to this Lease.

No Additional Bonds shall be subject to this Lease unless and until the City and the Authority shall execute an amendment or supplement to this Lease specifically incorporating such Additional Bonds.

The City hereby covenants that it will not enter into an amendment or supplement to this Lease with respect to the issuance of Additional Bonds or enter into any other agreement pledging its taxing power, unless the City's pledge of its taxing power, subject to the 4.731 mill per dollar limitation (or such greater amount as may hereafter be recommended by the Mayor and Council of the City and approved by a majority of the eligible voters in the City by referendum), produces an amount that is at least 1.00 times the maximum annual debt service coming due on the Bonds (including the proposed Additional Bonds) and any other debt in any Sinking Fund Year.

Section 7.4. Continuing Disclosure Certificate.

The City hereby covenants for the benefit of the owners of the Series 2020B Bonds and the Underwriter of the Series 2020B Bonds to comply with its obligations under a Continuing Disclosure Certificate, to be entered into in connection with the issuance of the Series 2020B Bonds, to assist the initial purchaser of the Series 2020 Bonds in complying with its obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended. A breach of this covenant shall not be deemed to be an event of default hereunder, and the sole remedy under this Lease shall be an action to compel performance.

[END OF ARTICLE VII]

ARTICLE 8.

OBLIGATION TO PURCHASE

Section 8.1. Option to Purchase Projects.

The City shall have the option to purchase all, or any portion of, the Projects for Ten Dollars (\$10.00) at the expiration or sooner termination of the Lease Term following payment in full of the Bonds. The obligation specified in this Section shall be and remain prior and superior to the Bond Resolution and may be exercised whether or not there exists an event of default hereunder provided that the existence of such event of default will not result in nonfulfillment of any condition to this obligation.

Section 8.2. Conveyance on Purchase.

At the closing of the purchase pursuant to Section 8.1, the Authority will upon receipt of the purchase price deliver to the City documents conveying to the City good and marketable fee simple title in and to the property with respect to which such purchase is being consummated, as such property then exists, subject to the following (i) those liens, security interests and encumbrances (if any) to which such title in and to said property was subject when conveyed by the Authority, (ii) those liens, security interests and encumbrances created by the City or to the creation or suffering of which City consented, (iii) those liens, security interests and encumbrances resulting from the failure of the City to perform or observe any of its agreements contained herein, and (iv) Permitted Encumbrances.

[END OF ARTICLE VIII]

ARTICLE 9.

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined.

The following shall be “events of default” under this Lease and the term “event of default” shall mean, whenever used in this Lease, any one or more of the following events:

(a) Failure by the City to pay when due any amount required to be paid under Section 5.2 hereof;

(b) The City shall fail to perform any of the other agreements, conditions, covenants or terms herein required to be performed by the City and such default shall continue for a period of 30 days after written notice has been given to the City by the Authority, the Paying Agent or the Bondholders specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion; provided, however, that if, by reason of force majeure, the City is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payments to be made under Section 5.2 hereof), the City shall not be deemed in default during the continuance of such inability to perform. The term force majeure shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the City. The City will use its best efforts, however, to remedy, with all reasonable dispatch, the cause or causes preventing the City from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the City and the City shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City; or

(c) An “event of default” shall have occurred under the Bond Resolution.

Notwithstanding the foregoing, a breach of the covenant contained in Section 7.4 hereof shall not be deemed an event of default hereunder, and the sole remedy shall be an action to compel performance.

Section 9.2. Remedies on Default.

Whenever any event of default referred to in Section 9.1 hereof shall have happened and be subsisting, the nondefaulting party, or the Bondholder as provided in the Bond Resolution, may take any one or more of the following remedial steps:

- (a) The Authority or the Bondholders may seek the appointment of a receiver for the Projects;
- (b) The Authority or the Bondholders may require the City to furnish copies of all books and records of the City pertaining to the Projects;
- (c) The Authority or the Bondholders may required any depository under the Bond Resolution to turn over to the Sinking Fund Custodian any moneys held in any of the funds created pursuant to the Bond Resolution;
- (d) The Authority or the Bondholders may take whatever action at law or in equity may appear necessary or desirable to collect the Lease Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Lease; and
- (e) The bondholders may exercise any remedies provided for in the Bond Resolution.

Any amounts collected pursuant to action taken under this Section 9.2 shall be applied in accordance with the Bond Resolution to the extent the provisions of the Bond Resolution relate to such amounts.

Section 9.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority or the Bondholders is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Bondholders to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the Bondholders, and the Bondholders shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 9.4. No Waiver of Breach.

In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so

waived and shall not be deemed to waive any other breach hereunder.

Section 9.5. City Authorized to Cure Default of Authority.

With regard to any default on the part of the Authority under this Lease or under the Bond Resolution, the Authority hereby vests the City, with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 9.6. Failure to Enforce Agreement Not a Waiver.

The failure of the Authority or the Bondholders to enforce any agreement, condition, covenant or term by reason of any default or breach by the City shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

[END OF ARTICLE IX]

ARTICLE 10.

INSURANCE AND INDEMNITY

Section 10.1. Insurance.

During the acquisition, construction and installation of the Projects and throughout the term of the Lease, the City shall carry comprehensive public liability insurance (provided the same is available at a reasonable premium) covering the Authority and the City, insuring against liability arising out of the interests of the insured parties in the Projects and the acquisition thereof to the same extent as the City is covered by insurance against liability arising out of its interest in comparable facilities, and the City shall keep the insurable portions of the Projects continuously insured in the same manner and with the same relative coverage as comparable facilities of the City are insured and shall pay, as the same shall become due, all premiums with respect to such insurance. The City may in its discretion self-insure against its liability and the components of the Projects.

Section 10.2. Notice of Cancellation.

All insurance policies hereby required shall contain, to the extent obtainable, an agreement by the insurer not to cancel such insurance without at least thirty days prior written notice to each of the insured parties. Certificates of all such insurance shall be furnished by the City to the Authority.

Section 10.3. Deductible Amounts.

All insurance carried by the City shall be maintained with generally recognized responsible insurance companies or other entity authorized and qualified under the laws of the State to assume the risks thereof against loss or damage thereto from the following causes:

(a) all buildings and all machinery and equipment therein against loss or damage by fire, lightning, tornado or winds; and

(b) all other property against loss or damage by fire or lightning if the same is not fireproof, and against loss or damage from other causes customarily insured against by entities engaged in similar enterprises.

Such coverage shall be selected by the City, and may be written with deductible amounts comparable to those on similar policies carried by the City. All policies evidencing such insurance shall provide for the payment of all losses to be made directly to the City. All insurance herein required may be contained in blanket policies now or hereafter maintained by the City.

Section 10.4. Damage or Destruction.

(a) If, prior to full payment of the Bonds or prior to provision for payment thereof having been made in accordance with the provisions of the Bond Resolution, any building or other facility constituting any portion of the Projects is destroyed or damaged by fire or other casualty to such extent as to require the repair, rebuilding, or replacement thereof, the City will continue to make the Lease Payments and additional rent required hereby, and all proceeds of insurance resulting from the claim for any such loss, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such proceeds, shall be paid to and held by the City in a separate trust account, whereupon the City will proceed promptly to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations, and modifications, including the substitution and addition of other property, as may be desired by the City unless the City determines that such replacement or repair is not in the best interest of the City. If such property is to be repaired, rebuilt, or restored, the City will apply so much as may be necessary of such net proceeds of insurance to payment of the costs of such replacement or repair, either on completion thereof or, at the City's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the cost of such rebuilding, replacement or repair, the City will pay that portion of the costs thereof in excess of the amount of such net proceeds. The City will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the rents payable hereunder.

(b) Any balance of such net proceeds remaining after payment of all the costs of such repair, rebuilding or restoration, or if it shall be determined that such repair, rebuilding or restoration is not in the best interest of the City, then and in that event all of such net proceeds shall be paid into the Sinking Fund and may, at the City's option and to the extent practicable, be used for the payment of Bonds as provided in the Bond Resolution or may be applied against Lease Payments. If all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will, under the provisions of this subsection, be placed in the Sinking Fund for the payment and defeasance of all Bonds payable from the Sinking Fund, then the excess, if any, of such proceeds over the amount required for such payment and defeasance shall be paid to the City.

Section 10.5. Condemnation.

In the event that title to, or the temporary use of, the Projects, or any part hereof, shall be taken under the exercise of the power of eminent domain, the City shall be obligated to continue to make the Lease Payments, and the Authority will cause the proceeds received by it from any award made in such eminent domain proceedings, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such award, to be paid to and held by the City in a separate trust account. All such proceeds received by the City referable to taking of all or substantially all the Projects, unless the City by resolution of its governing body shall elect to have the proceeds applied in the manner provided in Section 10.07, shall be paid into the Sinking Fund, or, if all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment of all Bonds payable from the Sinking Fund by the payment of a portion of such condemnation proceeds, then

the excess, if any, of such proceeds over the amount required for such payment shall be paid to the City.

Section 10.6. Condemnation Proceeds.

All condemnation proceeds received by the City referable to a taking of less than substantially all the Projects, or less than substantially all of any facility constituting a part thereof, shall be applied by the City as follows:

(a) If the City, by resolution of its governing body, determines that the efficient utilization of the Projects or the affected part thereof is not impaired by such taking, the net condemnation award shall be paid to the Sinking Fund.

(b) If determination is not made by the governing body of the City that the efficient utilization of the Projects or the affected part thereof is not impaired by such taking, the City shall proceed promptly to use the proceeds of the net condemnation award to repair, rebuild and restore or to rearrange the Projects, or the portions thereof affected by such taking, to a condition substantially comparable to that which existed prior to such taking insofar as may be possible, or the City shall direct the Authority to use such proceeds, to the extent practicable, to acquire unencumbered title to other facilities suitable for the City's purposes, which facilities shall, upon such acquisition, become a part of the Projects and shall be available for use by the City without the payment of any rent other than that herein provided, to the same extent as if such other facilities were specifically described herein and demised hereby, and any balance of the net condemnation award shall be paid into the Sinking Fund or, if such repair, replacement or rearrangement is not possible so as to make the Projects and all portions thereof suitable for the use of the City, or if the City, by resolution of its governing body shall determine that such repair, rebuilding, replacement or rearrangement would not be in the best interest of the City, all the net condemnation award shall be deposited into the Sinking Fund, and the City may apply such deposits to the Lease Payments. If such property is to be repaired, replaced, or rearranged, the City will apply so much as may be necessary of such net proceeds of the condemnation award to payment of the costs of such repair, replacement, or rearrangement, either on completion thereof or, at the City's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the costs of such repair, replacement or rearrangement, the City will complete the work involved and will pay that portion of the costs thereof in excess of the amount of such net proceeds. The City will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the Lease Payments.

(c) If all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment and defeasance of all Bonds payable from the Sinking Fund, together with the reasonable charges and fees, if any, to the Bond Registrar and Paying Agent, by the payment therein of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment shall be paid to the City.

Section 10.7. Repair by City.

If, in accordance with any of the foregoing provisions of this Article, the property is to be repaired or replaced after such damage, destruction, or taking, all proceeds from such insurance or compensation for such taking shall be paid into a special trust fund to be then created. Such trust fund shall be held by the City during such repairing, renewing or replacing, in accordance with and subject to, and the City, acting as trustee of said fund, shall disburse the money held in such special fund.

Section 10.8. Parties to Condemnation.

In the event proceedings shall be instituted for the exercise of the power of eminent domain, the City shall be made a party thereto and, if not made a party thereto by the condemnor, shall be brought into the proceedings by appropriate proceedings of the Authority so that adjudication may be made of such damages, if any, as are to be paid to the City as compensation for loss of its rights in the premises.

Section 10.9. Authority Indemnified; Immunity of Members of Authority.

(a) During the term of this Lease, the City, at its own expense, shall handle to conclusion all claims and pay all judgments obtained against the Authority by reason of (i) any injury to or death of any person or damage to property occurring on or about any portion of the Projects occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the City, its agents or employees in connection with the operation, management, or maintenance of any part of the Projects, (ii) any use, non-use, condition of or defect in any part of the Projects, and (iii) any failure, breach, or default on the part of the City in the performance of or compliance with any of the obligations of the City under the terms of this Lease, provided, however, that the indemnity provided by this Section shall be effective only to the extent that the amount of liability arising from any such loss shall exceed the proceeds available therefor obtained for insurance carried with respect to such loss.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Lease or the undertakings required of the Authority hereunder by reason of the issuance of the Bonds, the adoption of the Bond Resolution, or the performance of any act requested of the Authority by the City, nevertheless, if the Authority should incur any such pecuniary liability, then in that event, the City shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and, upon notice from the Authority, the City shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Lease or in the Bonds or the Bond Resolution for any claim based hereon or thereon against any member, officer, or employee, of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute, or rule of law. This Lease, the Bonds, and the Bond Resolution are solely corporate obligations, and no personal liability shall attach to,

or be incurred by, any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the City, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Lease, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section shall survive the completion of the acquisition, construction, and equipping of the Projects and the termination of this Lease.

[END OF ARTICLE X]

ARTICLE 11.

MISCELLANEOUS

Section 11.1. Agreement to Pay Attorneys' Fees and Expenses.

If a party should default under any of the provisions of this Lease and either or both the nondefaulting party or the Bondholders should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Authority herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party and the Bondholders the reasonable fee of such attorneys and such other reasonable expenses so incurred by the nondefaulting party and the Bondholders.

Section 11.2. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the Authority: City of Sandy Springs Public Facilities Authority
1 Galambos Way
Sandy Springs, Georgia 30328
Attention: Chairman

cc: Daniel W. Lee, Esq.
100 Galleria Center
Suite 1600
Atlanta, Georgia 30339
City Attorney

If to the City: City of Sandy Springs, Georgia
1 Galambos Way
Sandy Springs, Georgia 30328
Attention: Mayor

cc: Daniel W. Lee, Esq.
100 Galleria Center
Suite 1600
Atlanta, Georgia 30339
City Attorney

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.3. Binding Effect; Third-Party Beneficiaries.

This Lease shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in this Lease. The City hereby acknowledges and agrees that the Authority has pledged its rights, title and interests (but not its obligations) under the Lease as security for the payment of the principal or, premium, if any, and interest on the Series 2020B Bonds. The City hereby consents to such pledge and the Authority and the City agree that the Bondholders are third-party beneficiaries of this Lease, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

Section 11.4. Severability.

If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.5. Amounts Remaining in Sinking Fund.

It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of the Bond Resolution certain surplus moneys remaining in the Sinking Fund after payment of the Series 2020B Bonds shall belong to and be paid to the City.

Section 11.6. Amendments, Changes and Modifications.

The Lease may be amended, changed and modified (a) to cure any ambiguity or formal defect or omission in this Lease; (b) to provide for the issuance of Additional Bonds in accordance with the terms of this Lease (including, without limitation, the addition of events of default and remedies relating to any Additional Bonds hereafter incurred by the City); (c) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders by the City; (d) to further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (e) to conform to supplements to the Bond Resolution; (f) to make any other amendments, changes and modifications that in the opinion of counsel are not materially adverse to the interests of the Bondholders. Any other amendments, changes and modification in this Lease will become effective only with the consent of the owners of fifty-one (51%) in aggregate principal amount of the Bonds secured hereby. In no event, however, may any such amendments, changes and modifications permit (a) the reduction of Lease Payments required to be made to ensure the payment of the Bonds and the other obligations secured by the Bond Resolution; or (b) the reduction of the percentage of the principal amount of the Bonds required to consent to any such amendment, change or modification.

Section 11.7. Execution Counterparts.

This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8. Captions.

The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

Section 11.9. Law Governing Lease.

This Lease shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 11.10. Net Lease.

This Lease shall be deemed and construed to be a “net lease,” and the City shall pay absolutely net during the Lease Term the rent and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff, other than those herein expressly provided.

[END OF ARTICLE XI]

IN WITNESS WHEREOF, the Authority and the City have caused this Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY

(SEAL)

By: _____
Chairman

Attest:

Secretary

CITY OF SANDY SPRINGS, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

SCHEDULE 1

LEASE PAYMENTS

[ATTACHED.]

EXHIBIT A

DESCRIPTION OF PROJECT

The acquisition, construction and installation of certain land, public buildings, facilities and equipment necessary and convenient for the efficient operation of the City, consisting of the following:

- 1) Acquisition of land for public safety;
- 2) Acquisition, construction, renovation, installation and equipping of public safety facilities; and
- 3) Acquisition of land and the acquisition, construction, installation and equipping of fire stations.

CLERK'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the City of Sandy Springs, Georgia (the "City"), which resolution was duly adopted at a meeting of the Mayor and Council of the City duly called and assembled on September 15, 2020, and at which a quorum was present and acting throughout and that the original of said resolution appears of record in the minute book of the Mayor and Council of the City which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the City this 15th day of September, 2020.

(S E A L)

Clerk

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, WITH RESPECT TO PROPOSED FINANCING OF THE ACQUISITION, CONSTRUCTION, INSTALLATION AND RENOVATION OF PUBLIC SAFETY FACILITIES AND FIRE STATIONS THROUGH THE ISSUANCE OF ONE OR MORE TAX-EXEMPT DEBT FINANCINGS; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council of the City of Sandy Springs, Georgia ("Governing Body") has determined that it is in furtherance of public good that the City of Sandy Springs, Georgia ("City"), a municipal corporation of the State of Georgia, expend money on the costs of the acquisition, construction and installation of public safety facilities and fire stations ("Projects") in advance of the issuance of tax-exempt debt for such purposes; and

WHEREAS, the Projects will require capital expenditures currently estimated at not to exceed \$60,000,000 and the one or more issues of tax-exempt debt to pay the costs of such Projects is currently estimated not to exceed \$60,000,000 in aggregate principal amount; and

WHEREAS, the tax-exempt debt to pay the costs of such Projects is to be issued by the City or by an authority or other political subdivision or governmental entity for the benefit of the City; and

WHEREAS, the Governing Body finds it prudent to adopt this Resolution stating its intention to reimburse itself from future proceeds of tax-exempt debt for any such expenditures;

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

(1) The Governing Body hereby indicates its official intent to reimburse expenditures heretofore or hereafter made by itself in connection with the foregoing Projects (to the extent permitted by Section 1.150-2 of the Income Tax Regulations of the Internal Revenue Code of 1986, as amended) from one or more future issues of tax-exempt debt.

(2) The maximum principal amount of tax-exempt debt expected to be issued by the City or by an authority or other political subdivision or governmental entity for the benefit of the City for the acquisition, construction, installation and renovation of the Projects hereinabove described is currently estimated not to exceed \$60,000,000.

(3) The Clerk of the City is instructed to file a certified copy of this resolution with instructions that this resolution should be made available to the general public upon reasonable request therefor.

ADOPTED this 15th day of September, 2020.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

(Seal)

ATTEST:

City Clerk

CLERK'S CERTIFICATE

The undersigned Clerk of the City of Sandy Springs, Georgia ("City") **DOES HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on September 15, 2020, by the Mayor and Council of the City of Sandy Springs, Georgia ("Governing Body") in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of record in the official minutes of the Governing Body which is in the undersigned's custody and control, and that a certified copy of the same is available for distribution upon request to members of the general public.

WITNESS my hand and the official seal of the City, this 15th day of September, 2020.

City Clerk

(SEAL)



SANDY SPRINGS
GEORGIA

FINANCIAL HIGHLIGHTS FY 2021
JULY 31, 2020

UNAUDITED



**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 01, JULY FY 2021**

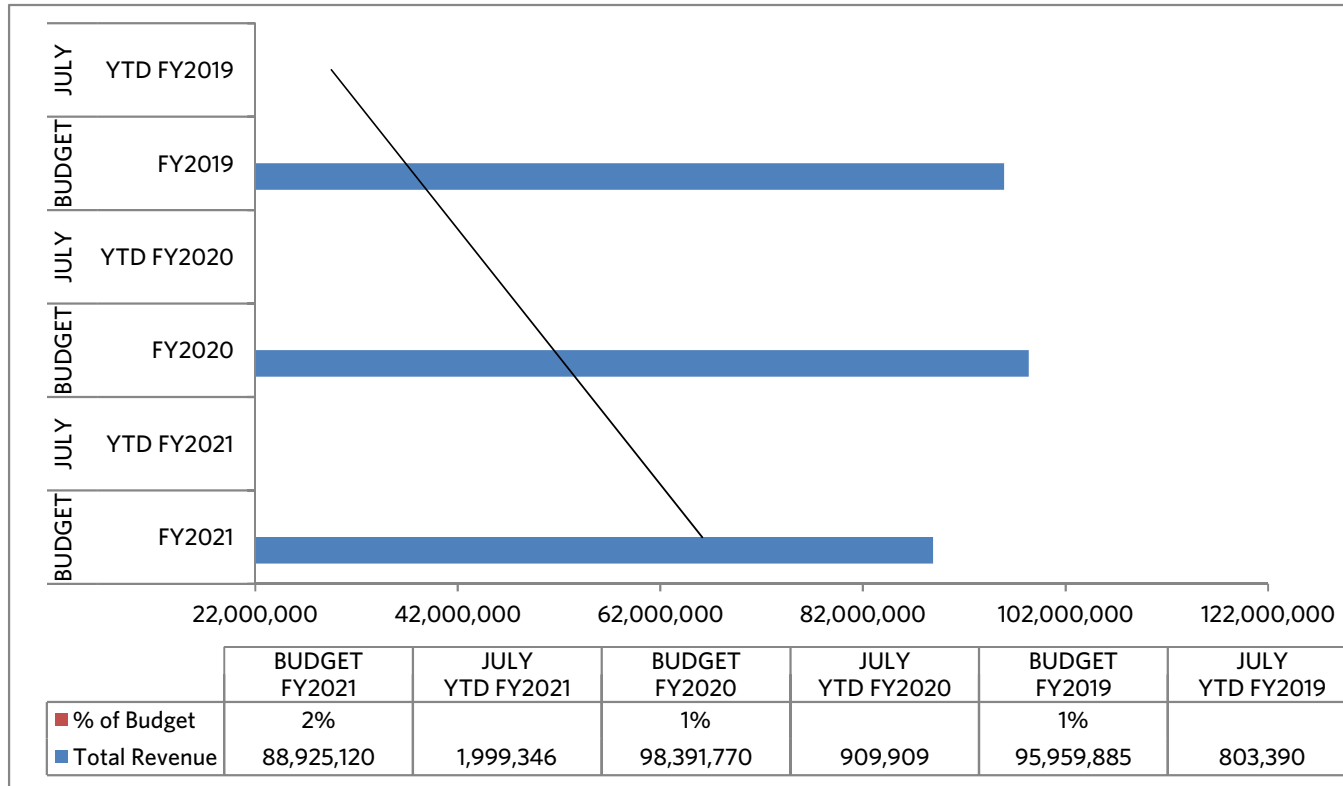
GL ACCOUNT		DESCRIPTION	BUDGET FY2021	JULY YTD FY2021	BUDGET FY2020	JULY YTD FY2020	BUDGET FY2019	JULY YTD FY2019
Revenues								
10020	351170	MUNICIPAL COURT	1,900,000	221,687		232,569		211,544
10050	347500	RECREATION PRG FEES-GYMNASTICS	63,000	0		7,393		26,016
10050	347501	RECREATION PRG FEES-ATHL LEIS	120,400	1,615		12,215		13,397
10050	347900	SSTC CONTRACT	84,000	0		10,000		10,000
10050	347910	FACILITY RENTALS	75,600	3,765		10,668		13,105
10090	311315	MOTOR VEHICLE TAVT FEE	1,000,000	0		0		0
10090	313100	LOCAL OPTION SALES TAX	20,000,000	0		0		0
10090	314200	ALCOHOLIC BEVERAGE EXCISE	521,000	99,941		0		0
10090	314300	EXCISE MIXED DRINK TAX	305,000	36,096		0		0
10090	316100	BUSINESS & OCCUPATION TAX	7,250,000	381,275		214,506		210,883
10090	321100	ALCOHOLIC BEVERAGE LIC	824,000	0		3,625		10,750
10090	361000	INTEREST REVENUE	250,000	16,083		141,620		159,393
10090	391275	TRANSFER IN FROM HOTEL MOTEL	1,731,000	0		0		0
10090	391280	TRANSFER IN FROM MVRET FUND	60,000	0		0		0
TOTAL REVENUES			\$34,184,000	\$760,462		\$632,596		\$655,088
			88,925,120	1,999,346 2%	98,391,770	909,909 1%	95,959,885	803,390 1%

COVID REVIEW - EMERGENCY MGMT EXPENDITURES

GL ACCOUNT		DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
Expenditures						
1003810	521200	PROFESSIONAL SERVICES	7,615	7,615	30,000	25.38%
1003810	523900	CONTRACTUAL SERVICES	16,572	16,572	20,000	82.86%
1003810	531100	GENERAL SUPPLIES & MATLS	15,448	15,448	110,000	14.04%
1003810	542100	MACHINERY & EQUIPMENT	0	0	40,000	0.00%
TOTAL EXPENDITURES			\$39,635	\$39,635	\$200,000	19.82%



**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 01, JULY FY 2021**



**NOTES TO THE FINANCIAL STATEMENTS
JULY 31, 2020**

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year approximate 2.26% compared to the Adopted Budget. We are at 8.33% of the year. Most revenues received in July are recognized in June. Revenues such as Electric Franchise and Ins Premium Tax occur once a year.
- ▶ General Fund Expenditures for the fiscal year approximate 5.64% compared to the Adopted Budget. We are at 8.33% of the year. Contractor payments are one month behind as they are paid the following month of services rendered.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$80,317	\$36,000,000	0.22%	
Motor Vehicle Tax	\$0	\$0	N/A	<--These two will be adjusted as the rate at which the <-- old MVT phases out and the new TAVT increases
Motor Vehicle TAVT	\$103,475	\$1,000,000	10.35%	
Local Option Sales Tax	\$0	\$20,000,000	0.00%	
Business Occupational Tax	\$381,275	\$7,250,000	5.26%	
Insurance Premium Tax	\$0	\$6,250,000	0.00%	Payment normally received October of each year
Building Permits	\$79,750	\$1,500,000	5.32%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$77,227	\$610,200	12.66%	Includes all departments and is semi-annual



9/11/2020

**CASH AND INVESTMENTS
THROUGH PERIOD 01, JULY FY 2021**

UNAUDITED

SUNTRUST

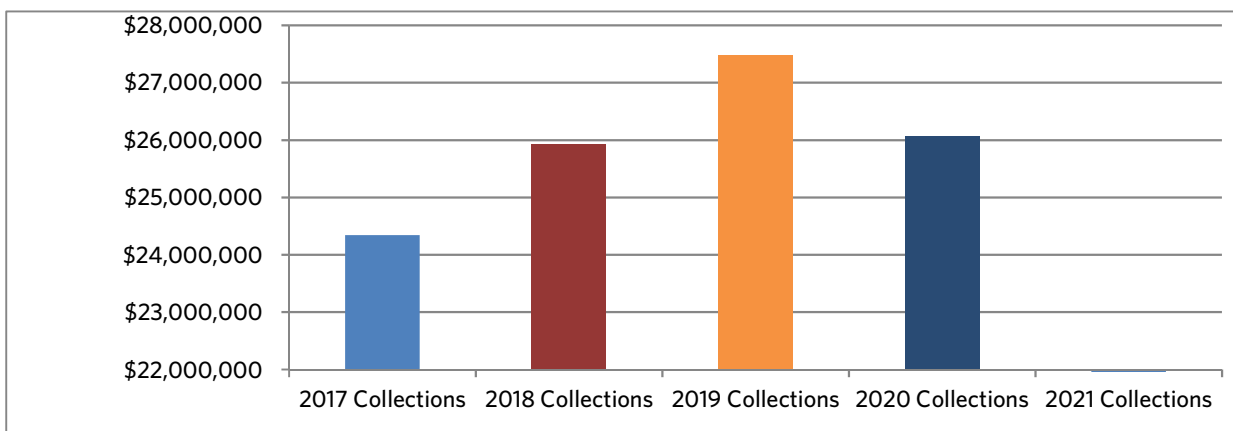
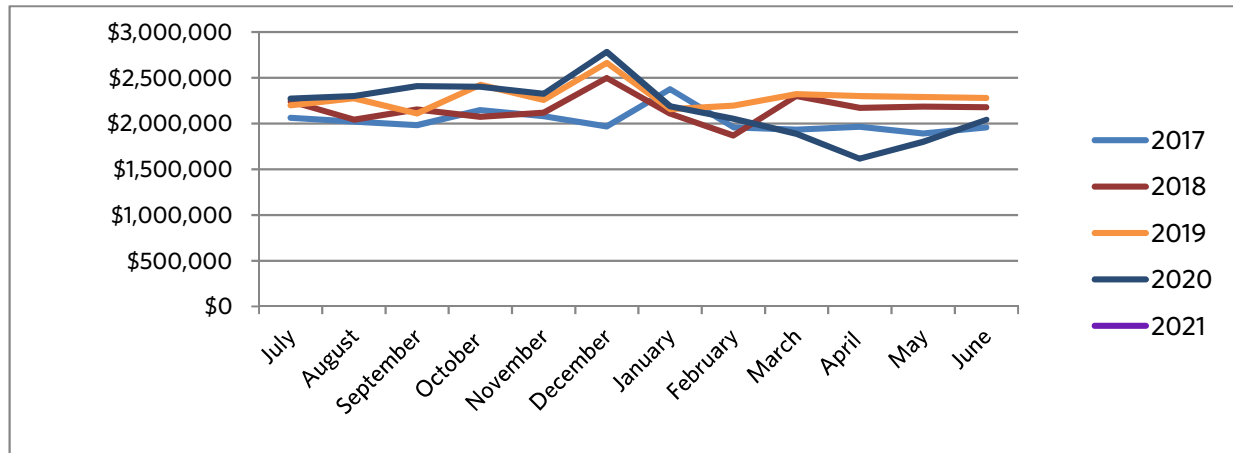
OPERATING ACCOUNT	18,663,821.14
COMMUNITY DEVELOPMENT ESCROW	4,587,739.87
POLICE - CUSTODIAL ESCROW	16,961.60
POLICE - FEDERAL FORFEITURE	76,751.84
POLICE - STATE SEIZED RESTRICTED	228,329.68
POLICE - STATE SEIZED UNRESTRICTED	324,460.62
POLICE - FEDERAL SEIZED TREASURY FUND	68,563.52
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	58,404.66
HOTEL / MOTEL TAX ACCOUNT	125,166.92
COURT SERVICES	525,064.72
IMPACT FEE ACCOUNT	4,820,267.27
TREE FUND ACCOUNT	906,263.09
HOSPITALITY BOARD	964,154.00
TSPLOST FUND	37,138,330.35
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	333,353.35
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	1,519,134.33
PAC OPERATING & EVENTS ACCOUNT	2,591,385
TOTAL SUNTRUST	\$72,948,152

GEORGIA FUND ONE	\$73,436,257
FIRST HORIZON	1,250,000
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$74,686,499

TOTAL CASH AND CASH EQUIVALENTS **\$147,634,651**

**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 01, JULY FY 2021**

	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	% Change from Prior Year
July	\$2,061,561	\$2,240,290	\$2,199,602	\$2,271,667		
August	2,020,988	2,041,079	2,275,504	2,300,996		
September	1,983,997	2,154,073	2,109,943	2,407,613		
October	2,146,133	2,074,045	2,423,979	2,401,716		
November	2,078,863	2,117,845	2,259,523	2,326,390		
December	1,968,607	2,497,910	2,663,619	2,782,971		
January	2,375,651	2,106,942	2,155,711	2,188,945		
February	1,959,251	1,868,609	2,197,080	2,051,568		
March	1,933,241	2,301,871	2,321,849	1,886,719		
April	1,966,649	2,170,864	2,299,086	1,615,942		
May	1,890,507	2,186,481	2,290,253	1,800,673		
June	1,958,584	2,178,187	2,279,757	2,040,463		
	\$24,344,032	\$25,938,196	\$27,475,907	\$26,075,662	\$0	



**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	80,317	80,317	36,000,000	0.22 %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	-	-	1,000,000	- %
100-0000-90-311340	INTANGIBLES	103,475	103,475	425,000	24.35 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	51,144	51,144	200,000	25.57 %
100-0000-90-311710	ELECTRIC FRANCHISE TAX	-	-	5,800,000	- %
100-0000-90-311730	GAS FRANCHISE TAX	-	-	725,000	- %
100-0000-90-311750	CABLE TV FRANCHISE TAX	417,961	417,961	1,700,000	24.59 %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	41,516	41,516	275,000	15.10 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	98,429	98,429	425,000	23.16 %
100-0000-90-313100	LOCAL OPTION SALES TAX	-	-	20,000,000	- %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	99,941	99,941	824,000	12.13 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	36,096	36,096	305,000	11.83 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	381,275	381,275	7,250,000	5.26 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	234,090	234,090	-	- %
100-0000-90-316200	INSURANCE PREMIUM TAX	-	-	6,250,000	- %
	TOTAL TAXES	1,544,246	1,544,246	81,179,000	1.90 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	-	-	521,000	- %
100-0000-90-321910	OTHER LICENSES AND PERMITS	7,585	7,585	95,000	7.98 %
100-0000-60-322210	PLANNING/ZONING FEES	7,839	7,839	50,000	15.68 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	5,604	5,604	100,000	5.60 %
100-0000-60-323120	BUILDING PERMITS	79,750	79,750	1,500,000	5.32 %
100-0000-60-323130	PLUMBING PERMITS	1,184	1,184	10,000	11.84 %
100-0000-60-323140	ELECTRICAL PERMITS	511	511	10,000	5.11 %
100-0000-60-323160	HVAC PERMITS	2,374	2,374	30,000	7.91 %
100-0000-60-323920	BLDG REINSPECTION FEE	650	650	5,000	13.00 %
	TOTAL LICENSES & PERMITS	105,497	105,497	2,321,000	4.55 %
100-0000-30-342900	FALSE ALARM FEES	-	-	100,000	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	-	-	141,120	- %
100-0000-10-346900	SPECIAL EVENT FEES	2,137	2,137	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	-	-	63,000	- %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	1,615	1,615	120,400	1.34 %
100-0000-50-347900	SSTC CONTRACT	-	-	84,000	- %
100-0000-50-347910	FACILITY RENTALS	3,765	3,765	75,600	4.98 %
	TOTAL CHARGES & FEES	7,517	7,517	584,120	1.29 %
100-0000-20-351170	MUNICIPAL COURT	221,687	221,687	1,900,000	11.67 %
	TOTAL FINES & FORFEITURES	221,687	221,687	1,900,000	11.67 %
100-0000-90-361000	INTEREST REVENUE	16,083	16,083	250,000	6.43 %
	TOTAL INVESTMENT INCOME	16,083	16,083	250,000	6.43 %
100-0000-40-381000	RENTAL REVENUE	36,697	36,697	-	- %
100-0000-90-381100	ROYALTIES-GAS SOUTH	-	-	125,000	- %
100-0000-90-389000	MISCELLANEOUS REVENUE	20,983	20,983	100,000	20.98 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	3,105	3,105	50,000	6.21 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	40,450	40,450	15,000	269.67 %
	TOTAL MISCELLANEOUS	101,235	101,235	290,000	34.91 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391225	TRANSFER IN FROM IMPACT FEE	399	399	-	- %
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	-	-	1,731,000	- %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	-	-	60,000	- %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	-	600,000	- %
100-0000-90-392100	SALE OF ASSETS	16,164	16,164	10,000	161.64 %
TOTAL OTHER FINANCING SOURCES		16,563	16,563	2,401,000	0.69 %
TOTAL REVENUES		\$2,012,828	\$2,012,828	\$88,925,120	2.26 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	-	-	148,000	- %
100-1310-10-512200	SOCIAL SECURITY	-	-	9,200	- %
100-1310-10-512300	MEDICARE	-	-	2,200	- %
100-1310-10-512600	UNEMPLOYMENT TAX	-	-	700	- %
100-1310-10-512700	WORKERS' COMPENSATION	77	77	300	25.67 %
Salaries & Benefits		77	77	160,400	0.05 %
100-1310-10-523200	COMMUNICATIONS	346	346	4,400	7.87 %
100-1310-10-523500	TRAVEL	-	-	10,000	- %
100-1310-10-523600	DUES & FEES	6,924	6,924	38,000	18.22 %
100-1310-10-523700	EDUCATION/TRAINING	-	-	2,000	- %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	-	-	3,000	- %
100-1310-10-531300	HOSPITALITY	-	-	8,600	- %
Operations & Capital		7,270	7,270	66,000	11.02 %
TOTAL CITY COUNCIL		7,347	7,347	226,400	3.25 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	60,969	60,969	698,880	8.72 %
100-1320-10-512101	HEALTH INSURANCE	6,147	6,147	51,300	11.98 %
100-1320-10-512102	DISABILITY INSURANCE	212	212	2,700	7.85 %
100-1320-10-512103	DENTAL INSURANCE	292	292	2,500	11.67 %
100-1320-10-512104	LIFE INSURANCE	420	420	5,400	7.78 %
100-1320-10-512200	SOCIAL SECURITY	3,747	3,747	43,368	8.64 %
100-1320-10-512300	MEDICARE	876	876	10,155	8.63 %
100-1320-10-512401	RETIREMENT 401A	4,980	4,980	99,790	4.99 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	6,071	6,071	33,829	17.95 %
100-1320-10-512600	UNEMPLOYMENT TAX	-	-	3,333	- %
100-1320-10-512700	WORKERS' COMPENSATION	333	333	1,373	24.25 %
Salaries & Benefits		84,048	84,048	952,628	8.82 %
100-1320-10-523200	COMMUNICATIONS	295	295	3,600	8.20 %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	-	-	3,700	- %
100-1320-10-523600	DUES & FEES	38	38	5,000	0.77 %
100-1320-10-523700	EDUCATION/TRAINING	199	199	4,495	4.43 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	62	62	3,500	1.77 %
100-1320-10-531300	HOSPITALITY	-	-	5,000	- %
100-1320-10-531600	SMALL TOOLS & EQUIPMENT	-	-	2,500	- %
Operations & Capital		595	595	28,295	2.10 %
TOTAL CITY MANAGER		84,642	84,642	980,923	8.63 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	17,184	17,184	226,700	7.58 %
100-1330-10-512101	HEALTH INSURANCE	1,345	1,345	31,400	4.28 %
100-1330-10-512102	DISABILITY INSURANCE	37	37	1,400	2.62 %
100-1330-10-512103	DENTAL INSURANCE	60	60	1,700	3.55 %
100-1330-10-512104	LIFE INSURANCE	71	71	2,100	3.37 %
100-1330-10-512200	SOCIAL SECURITY	1,017	1,017	14,100	7.21 %
100-1330-10-512300	MEDICARE	238	238	3,300	7.21 %
100-1330-10-512401	RETIREMENT 401A	2,062	2,062	27,200	7.58 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	859	859	11,300	7.60 %
100-1330-10-512600	UNEMPLOYMENT TAX	-	-	1,100	- %
100-1330-10-512700	WORKERS' COMPENSATION	230	230	500	46.00 %
Salaries & Benefits		23,102	23,102	320,800	7.20 %
100-1330-10-521300	TECHNICAL SERVICES	29,472	29,472	59,500	49.53 %
100-1330-10-522230	REP & MAINT-VEHICLES	-	-	2,500	- %
100-1330-10-523200	COMMUNICATIONS	83	83	1,500	5.53 %
100-1330-10-523300	ADVERTISING	-	-	1,000	- %
100-1330-10-523400	PRINTING & BINDING	-	-	10,000	- %
100-1330-10-523500	TRAVEL	-	-	3,000	- %
100-1330-10-523600	DUES & FEES	1,464	1,464	3,500	41.84 %
100-1330-10-523700	EDUCATION/TRAINING	675	675	2,000	33.75 %
100-1330-10-523900	CONTRACTUAL SERVICES	64	64	20,000	0.32 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	-	-	1,500	- %
100-1330-10-531270	GASOLINE	-	-	500	- %
100-1330-10-531300	HOSPITALITY	-	-	500	- %
100-1330-10-531600	SMALL TOOLS & EQUIPMENT	-	-	4,000	- %
Operations & Capital		31,758	31,758	109,500	29.00 %
TOTAL CITY CLERK		54,861	54,861	430,300	12.75 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	80,329	80,329	1,418,000	5.66 %
100-1500-10-512101	HEALTH INSURANCE	10,732	10,732	184,800	5.81 %
100-1500-10-512102	DISABILITY INSURANCE	359	359	5,400	6.64 %
100-1500-10-512103	DENTAL INSURANCE	534	534	10,100	5.29 %
100-1500-10-512104	LIFE INSURANCE	806	806	11,500	7.01 %
100-1500-10-512200	SOCIAL SECURITY	4,806	4,806	87,900	5.47 %
100-1500-10-512300	MEDICARE	1,124	1,124	20,600	5.46 %
100-1500-10-512401	RETIREMENT 401A	9,569	9,569	170,200	5.62 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	3,363	3,363	70,900	4.74 %
100-1500-10-512600	UNEMPLOYMENT TAX	2	2	7,100	0.03 %
100-1500-10-512700	WORKERS' COMPENSATION	2,431	2,431	2,800	86.82 %
Salaries & Benefits		114,054	114,054	1,989,300	5.73 %
100-1500-10-521200	PROFESSIONAL SERVICES	-	-	10,000	- %
100-1500-10-521210	PROF SVCS-AUDIT	-	-	100,000	- %
100-1500-10-521300	TECHNICAL SERVICES	862	862	160,000	0.54 %
100-1500-10-523200	COMMUNICATIONS	228	228	2,000	11.40 %
100-1500-10-523300	ADVERTISING	-	-	10,000	- %
100-1500-10-523400	PRINTING & BINDING	-	-	2,000	- %
100-1500-10-523500	TRAVEL	-	-	2,000	- %
100-1500-10-523600	DUES & FEES	-	-	5,000	- %
100-1500-10-523700	EDUCATION/TRAINING	240	240	10,000	2.40 %
100-1500-10-523900	CONTRACTUAL SERVICES	777	777	11,000	7.06 %
100-1500-10-523950	MERCHANT SVCS CHARGES	-	-	1,000	- %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	137	137	5,000	2.74 %
100-1500-10-531300	HOSPITALITY	49	49	500	9.73 %
100-1500-10-531750	UNIFORMS	-	-	500	- %
Operations & Capital		2,293	2,293	319,000	0.72 %
TOTAL FINANCE		116,346	116,346	2,308,300	5.04 %



GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-521250	PROF SVCS-LEGAL	66,576	66,576	450,000	14.79 %
100-1530-10-521255	PROF SVCS-LITIGATION	11,455	11,455	450,000	2.55 %
Operations & Capital		78,031	78,031	900,000	8.67 %
TOTAL LEGAL SERVICES		78,031	78,031	900,000	8.67 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	81,386	81,386	1,233,800	6.60 %
100-1535-10-512101	HEALTH INSURANCE	11,920	11,920	169,400	7.04 %
100-1535-10-512102	DISABILITY INSURANCE	307	307	4,200	7.32 %
100-1535-10-512103	DENTAL INSURANCE	623	623	8,800	7.08 %
100-1535-10-512104	LIFE INSURANCE	691	691	9,600	7.19 %
100-1535-10-512200	SOCIAL SECURITY	4,790	4,790	76,500	6.26 %
100-1535-10-512300	MEDICARE	1,120	1,120	17,900	6.26 %
100-1535-10-512401	401A RETIREMENT	9,708	9,708	148,100	6.55 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	4,045	4,045	61,700	6.56 %
100-1535-10-512600	UNEMPLOYMENT TAX	-	-	6,200	- %
100-1535-10-512700	WORKERS' COMPENSATION	1,996	1,996	2,500	79.84 %
Salaries & Benefits		116,586	116,586	1,738,700	6.71 %
100-1535-10-521300	TECHNICAL SERVICES	616	616	466,000	0.13 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	-	-	124,000	- %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	-	-	100,000	- %
100-1535-10-523200	COMMUNICATIONS	968	968	9,000	10.75 %
100-1535-10-523500	TRAVEL	-	-	500	- %
100-1535-10-523600	DUES & FEES	400	400	6,000	6.67 %
100-1535-10-523700	EDUCATION/TRAINING	665	665	1,000	66.50 %
100-1535-10-523900	CONTRACTUAL SERVICES	-	-	5,000	- %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	1,591	1,591	5,500	28.94 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	-	-	10,000	- %
100-1535-10-542400	COMPUTER EQUIPMENT	-	-	100,000	- %
Operations & Capital		4,239	4,239	827,000	0.51 %
TOTAL INFORMATION SERVICES		120,826	120,826	2,565,700	4.71 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	25,065	25,065	275,900	9.08 %
100-1540-10-512101	HEALTH INSURANCE	3,369	3,369	29,900	11.27 %
100-1540-10-512102	DISABILITY INSURANCE	95	95	1,400	6.81 %
100-1540-10-512103	DENTAL INSURANCE	102	102	1,000	10.19 %
100-1540-10-512104	LIFE INSURANCE	214	214	3,000	7.14 %
100-1540-10-512200	SOCIAL SECURITY	1,483	1,483	17,100	8.67 %
100-1540-10-512300	MEDICARE	347	347	4,000	8.67 %
100-1540-10-512401	401A RETIREMENT	1,849	1,849	33,100	5.59 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	532	532	13,800	3.86 %
100-1540-10-512600	UNEMPLOYMENT TAX	-	-	1,400	- %
100-1540-10-512700	WORKERS' COMPENSATION	179	179	600	29.83 %
Salaries & Benefits		33,237	33,237	381,200	8.72 %
100-1540-10-521200	PROFESSIONAL SERVICES	11,065	11,065	193,500	5.72 %
100-1540-10-523200	COMMUNICATIONS	218	218	1,500	14.50 %
100-1540-10-523500	TRAVEL	-	-	1,000	- %
100-1540-10-523600	DUES & FEES	355	355	1,000	35.50 %
100-1540-10-523700	EDUCATION/TRAINING	860	860	2,000	43.00 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	-	-	2,000	- %
Operations & Capital		12,497	12,497	201,000	6.22 %
TOTAL HUMAN RESOURCES		45,734	45,734	582,200	7.86 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	48,352	48,352	801,300	6.03 %
100-1565-10-512101	HEALTH INSURANCE	5,728	5,728	81,700	7.01 %
100-1565-10-512102	DISABILITY INSURANCE	190	190	3,400	5.58 %
100-1565-10-512103	DENTAL INSURANCE	426	426	4,700	9.06 %
100-1565-10-512104	LIFE INSURANCE	427	427	6,900	6.19 %
100-1565-10-512200	SOCIAL SECURITY	2,924	2,924	49,700	5.88 %
100-1565-10-512300	MEDICARE	684	684	11,600	5.90 %
100-1565-10-512401	401A RETIREMENT	5,377	5,377	96,200	5.59 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	1,993	1,993	40,100	4.97 %
100-1565-10-512600	UNEMPLOYMENT TAX	13	13	4,000	0.32 %
100-1565-10-512700	WORKERS' COMPENSATION	6,116	6,116	1,600	382.25 %
Salaries & Benefits		72,230	72,230	1,101,200	6.56 %
100-1565-10-521200	PROFESSIONAL SERVICES	-	-	316,000	- %
100-1565-10-521300	TECHNICAL SERVICES	110	110	59,200	0.19 %
100-1565-10-522100	CLEANING SERVICES	360	360	213,800	0.17 %
100-1565-10-522110	GARBAGE DISPOSAL	110	110	75,000	0.15 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	2,176	2,176	301,000	0.72 %
100-1565-10-522220	REP & MAINT-BUILDINGS	18,667	18,667	691,000	2.70 %
100-1565-10-522310	BUILDING OPERATING LEASE	25,906	25,906	325,000	7.97 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	1,969	1,969	34,000	5.79 %
100-1565-10-523200	COMMUNICATIONS	653	653	4,000	16.33 %
100-1565-10-523250	POSTAGE	1,584	1,584	49,000	3.23 %
100-1565-10-523700	EDUCATION/TRAINING	-	-	5,000	- %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	2,301	2,301	150,000	1.53 %
100-1565-10-531210	WATER	-	-	141,200	- %
100-1565-10-531220	NATURAL GAS	-	-	61,400	- %
100-1565-10-531230	ELECTRICITY	-	-	526,800	- %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	-	-	5,000	- %
100-1565-10-531750	UNIFORMS	-	-	8,000	- %
100-1565-10-579000	CONTINGENCIES	-	-	10,000	- %
Operations & Capital		53,836	53,836	2,975,400	1.81 %
TOTAL FACILITIES MANAGEMENT		126,066	126,066	4,076,600	3.09 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	42,844	42,844	565,000	7.58 %
100-1570-10-512101	HEALTH INSURANCE	3,817	3,817	69,600	5.48 %
100-1570-10-512102	DISABILITY INSURANCE	183	183	2,400	7.64 %
100-1570-10-512103	DENTAL INSURANCE	314	314	4,100	7.66 %
100-1570-10-512104	LIFE INSURANCE	412	412	5,400	7.62 %
100-1570-10-512200	SOCIAL SECURITY	2,558	2,558	35,000	7.31 %
100-1570-10-512300	MEDICARE	598	598	8,200	7.29 %
100-1570-10-512401	401A RETIREMENT	5,141	5,141	67,800	7.58 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	1,921	1,921	28,300	6.79 %
100-1570-10-512600	UNEMPLOYMENT TAX	-	-	2,800	- %
100-1570-10-512700	WORKERS' COMPENSATION	1,075	1,075	1,100	97.73 %
Salaries & Benefits		58,863	58,863	789,700	7.45 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	-	-	566,000	- %
100-1570-10-522230	REP & MAINT-VEHICLES	-	-	500	- %
100-1570-10-523200	COMMUNICATIONS	428	428	3,700	11.57 %
100-1570-10-523300	ADVERTISING	48	48	19,000	0.25 %
100-1570-10-523400	PRINTING & BINDING	-	-	7,500	- %
100-1570-10-523500	TRAVEL	-	-	2,250	- %
100-1570-10-523600	DUES & FEES	-	-	2,250	- %
100-1570-10-523700	EDUCATION/TRAINING	-	-	5,250	- %
100-1570-10-523900	CONTRACTUAL SERVICES	13,627	13,627	15,500	87.92 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	225	225	199,000	0.11 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	-	-	10,000	- %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	-	-	5,000	- %
Operations & Capital		14,328	14,328	836,450	1.71 %
TOTAL COMMUNICATIONS		73,192	73,192	1,626,150	4.50 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
GENERAL ADMINISTRATION EXPENDITURES					
100-1595-10-511200	PART-TIME/TEMP EMPLOYEES	-	-	45,000	- %
100-1595-10-512200	SOCIAL SECURITY	-	-	2,800	- %
100-1595-10-512300	MEDICARE	-	-	600	- %
100-1595-10-512600	UNEMPLOYMENT TAX	-	-	100	- %
Salaries & Benefits		-	-	48,500	- %
100-1595-10-521200	PROFESSIONAL SERVICES	24,000	24,000	350,000	6.86 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	10,625	10,625	462,500	2.30 %
100-1595-10-523100	PROPERTY & LIABILITY INS	-	-	1,350,000	- %
100-1595-10-523200	COMMUNICATIONS	338	338	100,000	0.34 %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	-	-	100,000	- %
100-1595-10-579000	CONTINGENCIES	-	-	300,000	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	-	-	150,000	- %
Operations & Capital		34,963	34,963	2,812,500	1.24 %
TOTAL GENERAL ADMINISTRATION		34,963	34,963	2,861,000	1.22 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	36,712	36,712	507,800	7.23 %
100-2650-20-512101	HEALTH INSURANCE	6,031	6,031	88,500	6.82 %
100-2650-20-512102	DISABILITY INSURANCE	146	146	2,200	6.66 %
100-2650-20-512103	DENTAL INSURANCE	321	321	4,700	6.83 %
100-2650-20-512104	LIFE INSURANCE	330	330	4,700	7.02 %
100-2650-20-512200	SOCIAL SECURITY	2,200	2,200	31,500	6.99 %
100-2650-20-512300	MEDICARE	515	515	7,400	6.95 %
100-2650-20-512401	RETIREMENT 401A	4,385	4,385	60,900	7.20 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	1,307	1,307	25,400	5.15 %
100-2650-20-512600	UNEMPLOYMENT TAX	-	-	2,500	- %
100-2650-20-512700	WORKERS' COMPENSATION	3,455	3,455	1,000	345.50 %
Salaries & Benefits		55,403	55,403	736,600	7.52 %
100-2650-20-521260	PROF SVCS-COURT	25,333	25,333	547,900	4.62 %
100-2650-20-521300	TECHNICAL SERVICES	15	15	90,000	0.02 %
100-2650-20-523200	COMMUNICATIONS	325	325	1,500	21.65 %
100-2650-20-523300	ADVERTISING	-	-	500	- %
100-2650-20-523400	PRINTING & BINDING	-	-	500	- %
100-2650-20-523600	DUES & FEES	-	-	1,000	- %
100-2650-20-523700	EDUCATION/TRAINING	-	-	2,000	- %
100-2650-20-523900	CONTRACTUAL SERVICES	-	-	1,500	- %
100-2650-20-523950	MERCHANT SVCS CHARGES	-	-	6,000	- %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	545	545	1,500	36.33 %
100-2650-20-531300	HOSPITALITY	-	-	3,000	- %
Operations & Capital		26,218	26,218	655,400	4.00 %
TOTAL MUNICIPAL COURT		81,621	81,621	1,392,000	5.86 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	853,434	853,434	10,955,900	7.79 %
100-3210-30-511110	BONUSES	1,500	1,500	-	- %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	13,774	13,774	383,000	3.60 %
100-3210-30-511300	OVERTIME	57,960	57,960	800,000	7.25 %
100-3210-30-512101	HEALTH INSURANCE	123,283	123,283	1,736,800	7.10 %
100-3210-30-512102	DISABILITY INSURANCE	3,112	3,112	42,200	7.37 %
100-3210-30-512103	DENTAL INSURANCE	6,513	6,513	94,500	6.89 %
100-3210-30-512104	LIFE INSURANCE	6,994	6,994	85,100	8.22 %
100-3210-30-512200	SOCIAL SECURITY	55,241	55,241	752,700	7.34 %
100-3210-30-512300	MEDICARE	12,919	12,919	176,000	7.34 %
100-3210-30-512401	RETIREMENT 401A	96,241	96,241	1,314,700	7.32 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	38,925	38,925	547,800	7.11 %
100-3210-30-512500	TUITION REIMBURSEMENT	-	-	25,000	- %
100-3210-30-512600	UNEMPLOYMENT TAX	45	45	30,700	0.15 %
100-3210-30-512700	WORKERS' COMPENSATION	108,841	108,841	417,400	26.08 %
Salaries & Benefits		1,378,782	1,378,782	17,361,800	7.94 %
100-3210-30-521200	PROFESSIONAL SERVICES	2,533	2,533	175,000	1.45 %
100-3210-30-521270	JAIL SERVICES	-	-	375,000	- %
100-3210-30-521275	INMATE MEDICAL SERVICES	-	-	100,000	- %
100-3210-30-521300	TECHNICAL SERVICES	162,493	162,493	1,000,000	16.25 %
100-3210-30-522100	CLEANING SERVICES	-	-	84,100	- %
100-3210-30-522110	GARBAGE DISPOSAL	180	180	2,000	9.02 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	260	260	40,000	0.65 %
100-3210-30-522220	REP & MAINT-BUILDINGS	433	433	17,500	2.47 %
100-3210-30-522230	REP & MAINT-VEHICLES	38,738	38,738	350,000	11.07 %
100-3210-30-522310	BUILDING OPERATING LEASE	56,925	56,925	679,000	8.38 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	-	-	2,000	- %
100-3210-30-523200	COMMUNICATIONS	20,574	20,574	180,000	11.43 %
100-3210-30-523250	POSTAGE	119	119	3,000	3.98 %
100-3210-30-523300	ADVERTISING	-	-	14,000	- %
100-3210-30-523400	PRINTING & BINDING	53	53	7,000	0.76 %
100-3210-30-523500	TRAVEL	3,620	3,620	50,000	7.24 %
100-3210-30-523600	DUES & FEES	1,235	1,235	14,000	8.82 %
100-3210-30-523700	EDUCATION/TRAINING	4,641	4,641	60,000	7.73 %
100-3210-30-523900	CONTRACTUAL SERVICES	3,051	3,051	90,000	3.39 %
100-3210-30-523950	MERCHANT SVCS CHARGES	-	-	1,000	- %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	2,850	2,850	55,000	5.18 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	-	-	2,000	- %
100-3210-30-531220	NATURAL GAS	-	-	17,000	- %
100-3210-30-531230	ELECTRICITY	18	18	55,000	0.03 %
100-3210-30-531270	GASOLINE	-	-	475,000	- %
100-3210-30-531300	HOSPITALITY	1,022	1,022	17,500	5.84 %
100-3210-30-531600	POLICE EQUIPMENT	9,605	9,605	175,000	5.49 %
100-3210-30-531750	UNIFORMS	6,883	6,883	166,000	4.15 %
100-3210-30-541200	SITE IMPROVEMENTS	-	-	50,000	- %
100-3210-30-542200	VEHICLES	25	25	506,000	- %
100-3210-30-579000	CONTINGENCIES	-	-	100,000	- %
Operations & Capital		315,257	315,257	4,867,100	6.48 %
TOTAL POLICE		1,694,039	1,694,039	22,228,900	7.62 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	581,493	581,493	7,322,700	7.94 %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	4,313	4,313	194,500	2.22 %
100-3510-30-511300	OVERTIME	32,054	32,054	400,000	8.01 %
100-3510-30-512101	HEALTH INSURANCE	106,324	106,324	1,620,000	6.56 %
100-3510-30-512102	DISABILITY INSURANCE	70,820	70,820	122,600	57.77 %
100-3510-30-512103	DENTAL INSURANCE	5,191	5,191	70,200	7.39 %
100-3510-30-512104	LIFE INSURANCE	4,600	4,600	55,400	8.30 %
100-3510-30-512200	SOCIAL SECURITY	36,385	36,385	490,900	7.41 %
100-3510-30-512300	MEDICARE	8,509	8,509	114,800	7.41 %
100-3510-30-512401	RETIREMENT 401A	65,790	65,790	878,700	7.49 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	26,727	26,727	366,100	7.30 %
100-3510-30-512500	TUITION REIMBURSEMENT	-	-	65,700	- %
100-3510-30-512600	UNEMPLOYMENT TAX	3	3	31,700	0.01 %
100-3510-30-512700	WORKERS' COMPENSATION	39,002	39,002	154,900	25.18 %
Salaries & Benefits		981,211	981,211	11,888,200	8.25 %
100-3510-30-521200	PROFESSIONAL SERVICES	-	-	7,500	- %
100-3510-30-521300	TECHNICAL SERVICES	42,687	42,687	87,100	49.01 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	1,459	1,459	57,000	2.56 %
100-3510-30-522220	REP & MAINT-BUILDINGS	2,702	2,702	70,000	3.86 %
100-3510-30-522230	REP & MAINT-VEHICLES	10,288	10,288	266,000	3.87 %
100-3510-30-523200	COMMUNICATIONS	5,019	5,019	48,000	10.46 %
100-3510-30-523400	PRINTING & BINDING	-	-	1,000	- %
100-3510-30-523500	TRAVEL	1,508	1,508	10,000	15.08 %
100-3510-30-523600	DUES & FEES	-	-	15,000	- %
100-3510-30-523700	EDUCATION/TRAINING	-	-	32,000	- %
100-3510-30-523900	CONTRACTUAL SERVICES	-	-	139,100	- %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	5,487	5,487	63,300	8.67 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	8,662	8,662	102,500	8.45 %
100-3510-30-531210	WATER	-	-	25,000	- %
100-3510-30-531220	NATURAL GAS	-	-	25,000	- %
100-3510-30-531230	ELECTRICITY	-	-	52,000	- %
100-3510-30-531270	GASOLINE	1,778	1,778	150,000	1.19 %
100-3510-30-531300	HOSPITALITY	350	350	4,100	8.55 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	160	160	50,000	0.32 %
100-3510-30-531750	UNIFORMS	14,430	14,430	101,300	14.24 %
100-3510-30-579000	CONTINGENCIES	-	-	200,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	-	-	988,800	- %
100-3510-30-582200	CAPITAL LEASE INTEREST	-	-	173,000	- %
Operations & Capital		94,530	94,530	2,667,700	3.54 %
TOTAL FIRE		1,075,741	1,075,741	14,555,900	7.39 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	6,420	6,420	84,700	7.58 %
100-3810-30-512101	HEALTH INSURANCE	58	58	9,000	0.64 %
100-3810-30-512102	DISABILITY INSURANCE	17	17	600	2.86 %
100-3810-30-512103	DENTAL INSURANCE	-	-	500	- %
100-3810-30-512104	LIFE INSURANCE	38	38	1,100	3.50 %
100-3810-30-512200	SOCIAL SECURITY	392	392	5,200	7.54 %
100-3810-30-512300	MEDICARE	92	92	1,200	7.65 %
100-3810-30-512401	401A RETIREMENT	770	770	10,100	7.63 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	321	321	4,200	7.64 %
100-3810-30-512600	UNEMPLOYMENT TAX	-	-	400	- %
100-3810-30-512700	WORKERS' COMPENSATION	-	-	200	- %
Salaries & Benefits		8,108	8,108	117,200	6.92 %
100-3810-30-521200	PROFESSIONAL SERVICES	7,615	7,615	260,000	2.93 %
100-3810-30-521300	TECHNICAL SERVICES	-	-	7,000	- %
100-3810-30-522210	REP & MAINT-EQUIPMENT	-	-	5,000	- %
100-3810-30-523200	COMMUNICATIONS	173	173	2,000	8.67 %
100-3810-30-523900	CONTRACTUAL SERVICES	16,572	16,572	-	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	15,456	15,456	30,000	51.52 %
100-3810-30-531102	STORM EXPENSE	-	-	100,000	- %
100-3810-30-542100	MACHINERY & EQUIPMENT	-	-	10,000	- %
100-3810-30-572000	PAYMENTS TO OTHER AGENCIES	210,709	210,709	775,000	27.19 %
100-3810-30-579000	CONTINGENCY	-	-	25,000	- %
Operations & Capital		250,526	250,526	1,214,000	20.64 %
TOTAL EMERGENCY MANAGEMENT		258,634	258,634	1,331,200	19.43 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	189,445	189,445	2,633,720	7.19 %
100-4100-40-512101	HEALTH INSURANCE	29,661	29,661	385,200	7.70 %
100-4100-40-512102	DISABILITY INSURANCE	890	890	11,500	7.74 %
100-4100-40-512103	DENTAL INSURANCE	1,583	1,583	20,300	7.80 %
100-4100-40-512104	LIFE INSURANCE	1,963	1,963	25,000	7.85 %
100-4100-40-512200	SOCIAL SECURITY	11,278	11,278	163,332	6.90 %
100-4100-40-512300	MEDICARE	2,638	2,638	38,145	6.91 %
100-4100-40-512401	401A RETIREMENT	21,519	21,519	316,010	6.81 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	9,531	9,531	131,671	7.24 %
100-4100-40-512600	UNEMPLOYMENT TAX	-	-	13,167	- %
100-4100-40-512700	WORKERS' COMPENSATION	26,180	26,180	5,227	500.86 %
Salaries & Benefits		294,688	294,688	3,743,272	7.87 %
100-4100-40-521200	PROFESSIONAL SERVICES	-	-	75,000	- %
100-4100-40-521300	TECHNICAL SERVICES	101,118	101,118	150,200	67.32 %
100-4100-40-522230	REP & MAINT-VEHICLES	1,768	1,768	15,000	11.79 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	-	-	15,000	- %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	-	25,000	- %
100-4100-40-522270	SIDEWALK MAINTENANCE	-	-	25,000	- %
100-4100-40-522280	FIBER MAINTENANCE	-	-	30,000	- %
100-4100-40-523200	COMMUNICATIONS	3,036	3,036	37,000	8.20 %
100-4100-40-523500	TRAVEL	-	-	7,500	- %
100-4100-40-523600	DUES & FEES	-	-	7,000	- %
100-4100-40-523700	EDUCATION/TRAINING	-	-	20,000	- %
100-4100-40-523900	CONTRACTUAL SERVICES	9,718	9,718	4,648,000	0.21 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	221	221	30,000	0.74 %
100-4100-40-531235	STREET LIGHTS	-	-	1,475,000	- %
100-4100-40-531270	GASOLINE	-	-	20,000	- %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	1,113	1,113	20,000	5.57 %
100-4100-40-531700	MATERIALS--WASTE HAUL	7,163	7,163	410,000	1.75 %
100-4100-40-531750	UNIFORMS	-	-	5,000	- %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	-	-	175,000	- %
100-4100-40-579000	CONTINGENCIES	-	-	86,000	- %
Operations & Capital		124,138	124,138	7,275,700	1.71 %
TOTAL PUBLIC WORKS		418,826	418,826	11,018,972	3.80 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	7,839	7,839	103,900	7.54 %
100-4900-10-512101	HEALTH INSURANCE	504	504	7,900	6.37 %
100-4900-10-512102	DISABILITY INSURANCE	22	22	500	4.42 %
100-4900-10-512103	DENTAL INSURANCE	25	25	500	4.97 %
100-4900-10-512104	LIFE INSURANCE	50	50	900	5.52 %
100-4900-10-512200	SOCIAL SECURITY	463	463	6,400	7.23 %
100-4900-10-512300	MEDICARE	108	108	1,500	7.21 %
100-4900-10-512401	401A RETIREMENT	697	697	12,500	5.57 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	290	290	5,200	5.58 %
100-4900-10-512600	UNEMPLOYMENT TAX	-	-	500	- %
100-4900-10-512700	WORKERS' COMPENSATION	51	51	200	25.50 %
Salaries & Benefits		10,047	10,047	140,000	7.18 %
100-4900-10-521200	PROFESSIONAL SERVICES	-	-	90,000	- %
100-4900-10-521300	TECHNICAL SERVICES	3	3	20,000	0.01 %
100-4900-10-523200	COMMUNICATIONS	80	80	1,000	7.95 %
100-4900-10-523700	EDUCATION/TRAINING	-	-	1,500	- %
100-4900-10-531100	GENERAL SUPPLIES & MATLS	-	-	1,000	- %
100-4900-10-531270	GASOLINE	-	-	3,700	- %
100-4900-10-531750	UNIFORMS	-	-	500	- %
Operations & Capital		82	82	117,700	0.07 %
TOTAL FLEET MANAGEMENT		10,129	10,129	257,700	3.93 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	60,396	60,396	846,300	7.14 %
100-6110-50-511200	PT/TEMP EMPLOYEES - GYM	2,485	2,485	-	- %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	4,953	4,953	150,000	3.30 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	10,801	10,801	120,000	9.00 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	3,717	3,717	82,000	4.53 %
100-6110-50-512101	HEALTH INSURANCE	7,569	7,569	102,000	7.42 %
100-6110-50-512102	DISABILITY INSURANCE	201	201	3,400	5.90 %
100-6110-50-512103	DENTAL INSURANCE	383	383	5,400	7.10 %
100-6110-50-512104	LIFE INSURANCE	451	451	7,200	6.26 %
100-6110-50-512200	SOCIAL SECURITY	2,339	2,339	74,300	3.15 %
100-6110-50-512300	MEDICARE	1,128	1,128	17,400	6.48 %
100-6110-50-512401	401A RETIREMENT	7,197	7,197	101,600	7.08 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	2,999	2,999	42,300	7.09 %
100-6110-50-512600	UNEMPLOYMENT TAX	66	66	4,200	1.57 %
100-6110-50-512700	WORKERS' COMPENSATION	9,136	9,136	15,700	58.19 %
Salaries & Benefits		113,821	113,821	1,571,800	7.24 %
100-6110-50-521300	TECHNICAL SERVICES	13,440	13,440	13,440	100.00 %
100-6110-50-522100	CLEANING SERVICES	-	-	68,000	- %
100-6110-50-522220	REP & MAINT-BUILDINGS	186	186	55,000	0.34 %
100-6110-50-522230	REP & MAINT-VEHICLES	-	-	2,500	- %
100-6110-50-522240	REP & MAINT-PARKS	6,927	6,927	235,000	2.95 %
100-6110-50-523200	COMMUNICATIONS	1,049	1,049	14,000	7.49 %
100-6110-50-523300	ADVERTISING	-	-	10,000	- %
100-6110-50-523500	TRAVEL	-	-	1,000	- %
100-6110-50-523600	DUES & FEES	-	-	3,000	- %
100-6110-50-523700	EDUCATION/TRAINING	-	-	1,000	- %
100-6110-50-523900	CONTRACTUAL SERVICES	187	187	974,200	0.02 %
100-6110-50-523950	MERCHANT SVCS CHARGES	254	254	12,500	2.04 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	195	195	6,000	3.25 %
100-6110-50-531102	PROGRAM SUPPLIES	654	654	25,000	2.62 %
100-6110-50-531210	WATER	-	-	75,000	- %
100-6110-50-531220	NATURAL GAS	-	-	13,500	- %
100-6110-50-531230	ELECTRICITY	-	-	165,000	- %
100-6110-50-531270	GASOLINE	-	-	15,000	- %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	1,724	1,724	35,000	4.93 %
100-6110-50-531750	UNIFORMS	-	-	3,000	- %
100-6110-50-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		24,617	24,617	1,777,140	1.39 %
TOTAL PARKS & RECREATION		138,438	138,438	3,348,940	4.13 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	160,053	160,053	2,237,200	7.15 %
100-7450-60-512101	HEALTH INSURANCE	27,994	27,994	372,600	7.51 %
100-7450-60-512102	DISABILITY INSURANCE	659	659	9,500	6.93 %
100-7450-60-512103	DENTAL INSURANCE	1,070	1,070	14,900	7.18 %
100-7450-60-512104	LIFE INSURANCE	1,421	1,421	20,300	7.00 %
100-7450-60-512200	SOCIAL SECURITY	9,596	9,596	138,700	6.92 %
100-7450-60-512300	MEDICARE	2,244	2,244	32,400	6.93 %
100-7450-60-512401	401A RETIREMENT	18,622	18,622	268,500	6.94 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	7,378	7,378	111,900	6.59 %
100-7450-60-512600	UNEMPLOYMENT TAX	-	-	11,200	- %
100-7450-60-512700	WORKERS' COMPENSATION	22,137	22,137	4,500	491.93 %
Salaries & Benefits		251,173	251,173	3,221,700	7.80 %
100-7450-60-521300	TECHNICAL SERVICES	-	-	99,000	- %
100-7450-60-522230	REP & MAINT-VEHICLES	447	447	15,000	2.98 %
100-7450-60-523200	COMMUNICATIONS	2,518	2,518	25,000	10.07 %
100-7450-60-523300	ADVERTISING	1,189	1,189	15,000	7.92 %
100-7450-60-523500	TRAVEL	208	208	13,000	1.60 %
100-7450-60-523600	DUES & FEES	388	388	10,000	3.88 %
100-7450-60-523700	EDUCATION/TRAINING	875	875	18,000	4.86 %
100-7450-60-523900	CONTRACTUAL SERVICES	-	-	75,000	- %
100-7450-60-523950	MERCHANT SVCS CHARGES	-	-	1,000	- %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	1,249	1,249	20,000	6.25 %
100-7450-60-531270	GASOLINE	-	-	23,000	- %
100-7450-60-531300	HOSPITALITY	-	-	10,000	- %
100-7450-60-531750	UNIFORMS	374	374	10,000	3.74 %
Operations & Capital		7,249	7,249	334,000	2.17 %
TOTAL COMMUNITY DEVELOPMENT		258,422	258,422	3,555,700	7.27 %

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ECONOMIC DEVELOPMENT EXPENDITURES					
100-7520-60-511100	SALARIES	11,153	11,153	147,100	7.58 %
100-7520-60-512101	HEALTH INSURANCE	2,668	2,668	37,000	7.21 %
100-7520-60-512102	DISABILITY INSURANCE	42	42	700	6.06 %
100-7520-60-512103	DENTAL INSURANCE	158	158	2,200	7.16 %
100-7520-60-512104	LIFE INSURANCE	95	95	1,400	6.81 %
100-7520-60-512200	SOCIAL SECURITY	651	651	9,100	7.15 %
100-7520-60-512300	MEDICARE	152	152	2,100	7.25 %
100-7520-60-512401	401A RETIREMENT	1,338	1,338	17,600	7.60 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	558	558	7,400	7.54 %
100-7520-60-512600	UNEMPLOYMENT TAX	-	-	800	- %
100-7520-60-512700	WORKERS' COMPENSATION	563	563	300	187.67 %
Salaries & Benefits		17,378	17,378	225,700	7.70 %
100-7520-60-521205	PROF SVCS-OTHER	-	-	92,000	- %
100-7520-60-521300	TECHNICAL SERVICES	190	190	-	- %
100-7520-60-523200	COMMUNICATIONS	80	80	1,000	7.97 %
100-7520-60-523300	ADVERTISING	65	65	18,700	0.35 %
100-7520-60-523500	TRAVEL	-	-	2,000	- %
100-7520-60-523600	DUES & FEES	-	-	15,100	- %
100-7520-60-523700	EDUCATION/TRAINING	705	705	1,500	47.00 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	-	-	500	- %
100-7520-60-531300	HOSPITALITY	-	-	3,000	- %
Operations & Capital		1,040	1,040	133,800	0.78 %
TOTAL ECONOMIC DEVELOPMENT		18,418	18,418	359,500	5.12 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	16,844	16,844	203,700	8.27 %
100-9000-90-582300	NOTE INTEREST EXPENSE	2,766	2,766	31,700	8.73 %
100-9000-90-611110	TRANSFER OUT TO PAC	-	-	1,614,740	- %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	337,708	337,708	4,052,500	8.33 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	-	9,758,650	- %
100-9000-90-611561	XFER OUT TO STORMWATER	102,083	102,083	1,225,000	8.33 %
Operations & Capital		459,402	459,402	16,886,290	2.72 %
TOTAL TRANSFERS		459,402	459,402	16,886,290	2.72 %
TOTAL EXPENDITURES		\$5,155,678	\$5,155,678	\$91,492,675	5.64 %
GENERAL FUND - 100		(\$3,142,849)	(\$3,142,849)	(\$2,567,555)	122.41 %

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	-	-	75,000	- %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	-	-	125,000	- %
	TOTAL FINES & FORFEITURES	-	-	200,000	- %
	TOTAL REVENUES	\$-	\$-	\$200,000	- %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	1,705	1,705	-	- %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	13,090	13,090	200,000	6.55 %
	TOTAL POLICE	14,795	14,795	200,000	7.40 %
	TOTAL EXPENDITURES	\$14,795	\$14,795	\$200,000	7.40 %
CONFISCATED ASSET FUND - 210		(\$14,795)	(\$14,795)	\$-	- %



E911 FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021

09/11/2020

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

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	15,254	15,254	150,000	10.17 %
	TOTAL CHARGES & FEES	15,254	15,254	150,000	10.17 %
	TOTAL REVENUES	\$15,254	\$15,254	\$150,000	10.17 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-523900	CONTRACTUAL SERVICES	-	-	234,000	- %
220-6240-00-541200	SITE IMPROVEMENTS	-	-	275,000	- %
	TOTAL TREE FUND EXPENSE	-	-	509,000	- %
	TOTAL EXPENDITURES	\$-	\$-	\$509,000	- %
TREE FUND - 220		\$15,254	\$15,254	(\$359,000)	(4.25%)

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
Revenues					
225-0000-60-341320	PUBL SAFETY IMPACT FEES	890	890	50,000	1.78%
225-0000-60-341320	TRANS FAC IMPACT FEES	3,333	3,333	255,000	1.31%
225-0000-60-341320	PARKS & REC IMPACT FEES	9,087	9,087	445,000	2.04%
225-0000-60-361000	INTEREST REVENUE	0	0	0	
TOTAL REVENUES		\$13,310	\$13,310	\$750,000	1.77%
Expenditures					
225-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	0	0	750,000	0.00%
225-9000-90-611360	TRANSFER TO GENERAL FUND	0	0	0	
TOTAL EXPENDITURES		\$0	\$0	\$750,000	0.00%

**CDBG FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	492	492	-	- %
	TOTAL INVESTMENT INCOME	492	492	-	- %
245-0000-60-331100	FEDERAL MATCHING GRANTS	(91,103)	(91,103)	3,055,203	(2.98%)
	TOTAL OTHER REVENUES	(91,103)	(91,103)	3,055,203	(2.98%)
	TOTAL REVENUES	(\$90,611)	(\$90,611)	\$3,055,203	(2.97%)
CDBG-CARES EXPENDITURES					
245-5500-60-521240	PROF SVCS-NON-PROFITS	(91,103)	(91,103)	293,157	(31.08%)
	TOTAL CDBG-CARES	(91,103)	(91,103)	293,157	(31.08%)
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400	INFRASTRUCTURE	43,315	43,315	4,141,750	1.05 %
	TOTAL COMMUNITY DEVELOPMENT BLO	43,315	43,315	4,141,750	1.05 %
CDBG FUND DEBT SERVICE EXPENDITURES					
245-8000-00-581300	NOTE PRINCIPAL	-	-	1,306,416	- %
245-8000-00-582300	NOTE INTEREST EXPENSE	40,608	40,608	121,825	33.33 %
	TOTAL CDBG FUND DEBT SERVICE	40,608	40,608	1,428,241	2.84 %
	TOTAL EXPENDITURES	(\$7,179)	(\$7,179)	\$5,863,148	(0.12%)
CDBG FUND - 245		(\$83,431)	(\$83,431)	(\$2,807,945)	2.97 %



HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	-	-	2,550,800	- %
	TOTAL TAXES	-	-	2,550,800	- %
	TOTAL REVENUES	\$-	\$-	\$2,550,800	- %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	728,600	- %
275-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	-	1,002,400	- %
275-9000-90-611850	TRANSFER TO HOSPITALITY	-	-	819,800	- %
	TOTAL TRANSFERS	-	-	2,550,800	- %
	TOTAL EXPENDITURES	\$-	\$-	\$2,550,800	- %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	-	-	60,000	- %
	TOTAL TAXES	-	-	60,000	- %
	TOTAL REVENUES	\$-	\$-	\$60,000	- %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	60,000	- %
	TOTAL RMVET EXPENDITURES	-	-	60,000	- %
	TOTAL EXPENDITURES	\$-	\$-	\$60,000	- %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	13	750,007	750,000	100.00 %
360-0000-10-362000	REALIZED GAIN/LOSS	-	(24,684)	-	- %
360-0000-10-389000	OTHER CONTRIBUTIONS	-	323,369	323,369	100.00 %
360-0000-10-391100	TRANSFER IN FROM GENERAL FUND	-	26,140,600	26,140,600	100.00 %
360-0000-10-391351	TRANSFER IN FROM CAPITAL PROJ	-	21,298,031	21,298,031	100.00 %
360-0000-10-391356	TRANSFER IN FROM IMPACT FEES	-	300,000	300,000	100.00 %
360-0000-10-392100	SALE OF ASSETS	-	9,283,250	9,000,000	103.15 %
360-0000-10-393100	REVENUE BOND PROCEEDS	-	171,400,000	171,400,000	100.00 %
TOTAL PUBLIC FACILITIES AUTH REVENU		13	229,470,573	229,212,000	100.11 %
360-9000-90-381100	CONTINGENT PAYMENT	-	1,519,120	-	- %
360-9000-90-391100	TRANSFER IN FROM GENERAL FUND	-	35,353,154	45,111,804	78.37 %
360-9000-90-393100	REVENUE BOND PROCEEDS	-	8,299,542	8,299,542	100.00 %
TOTAL PFA OTHER FINANCING USES		-	45,171,816	53,411,346	84.57 %
TOTAL REVENUES		\$13	\$274,642,389	\$282,623,346	97.18 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	2	19,296,148	19,323,125	99.86 %
360-6220-00-541400	INFRASTRUCTURE	-	195,012,428	196,882,073	99.05 %
360-6220-00-541405	INFRASTRUCTURE - OTHER	-	614,480	775,000	79.29 %
360-6220-00-541410	INFRASTRUCTURE - SPECIAL	-	10,498,015	10,945,260	95.91 %
360-6220-00-579000	CONTINGENCIES	-	-	1,286,542	- %
TOTAL PUBLIC FACILITIES AUTH CONSTR		2	225,421,071	229,212,000	98.35 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	-	10,310,000	13,150,000	78.40 %
360-8000-00-582100	INTEREST EXPENSE	-	32,428,685	39,347,335	82.42 %
360-8000-00-584000	COSTS OF ISSUANCE	-	914,011	914,011	100.00 %
TOTAL PUBLIC FACILITIES AUTH DEBT		-	43,652,696	53,411,346	81.73 %
TOTAL EXPENDITURES		\$2	\$269,073,767	\$282,623,346	95.21 %
PUBLIC FACILITIES AUTHORITY - 360		\$11	\$5,568,622	\$-	- %

PROJECT DESCRIPTION	PROJ #	JULY MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		-	-	58,524,093	119,321,802	60,797,709
FEDERAL MATCHING GRANTS	TS131	-	-	-	4,500,000	4,500,000
INTEREST REVENUE		-	-	247,459	-	(247,459)
		\$-	\$-	\$58,771,551	\$123,821,802	\$65,050,251
TRANSPORTATION						
TIER 1 - UNCOMMITTED	TS100	-	-	-	710,631	710,631
TEI-Spalding@Dalrymple/Trowbridge	TS103	(10,826)	(10,826)	2,185,929	2,271,725	85,796
TEI-Roswell@GrogansFerry	TS105	451	451	643,014	5,700,000	5,056,986
TEI-Riverview@Northside	TS106	-	-	340,548	2,500,000	2,159,452
TEI-SCOOT Upgrade	TS107	-	-	1,506,169	1,550,000	43,831
TEI-Roswell@Dalrymple	TS108	-	-	205,730	1,110,000	904,270
TEI-MountParan@PowersFerry	TS110	-	-	343,585	2,500,000	2,156,415
TEI-Spalding@Pitts	TS111	-	-	258,179	258,179	-
TEI-MountVernon@LongIsland	TS115	-	-	91,937	91,937	-
LMC-PeachtreeDun Bike/Ped Trail	TS131	-	-	-	9,000,000	9,000,000
LMC-Central Parkway Sidewalk	TS136	-	-	15,899	15,899	-
LMC-JohnsonFerry:Glenridge/WellsFar	TS137	(15,872)	(15,872)	546,589	882,660	336,071
SWP-JohnsonFerry:Harleston/Glenridg	TS161	-	-	415,275	415,275	-
SWP-Windsor:PeachtreeDun/CityLimit	TS164	(39,057)	(39,057)	1,200,407	1,216,868	16,460
SWP-Northwood:Kingsport/Roswell	TS165	-	-	268,968	268,968	-
SWP-Spalding:SpaldingLake/Publix	TS166	447	447	781,287	1,418,537	637,250
SWP-BrandonMill:MarshCr/LostForest	TS167	-	-	1,308,733	1,666,086	357,353
SWP-Dalrymple:Princeton/Duncourtney	TS168	-	-	126,955	600,000	473,045
SWP-DunwoodyClub:Spalding/Fenimore	TS169	-	-	141,850	586,350	444,500
SWP-InterstateN:CityLimit/Northside	TS170	-	-	285,039	2,280,240	1,995,201
SWP-Roberts:Northridge/DavisAcademy	TS171	-	-	91,687	420,000	328,313
SWP-BrandonMill:LostForest/BrandonR	TS172	-	-	183,800	900,150	716,350
JohnsonFerry/MountVernon Efficiency	TS191	-	-	1,733,390	23,021,614	21,288,224
MountVernon Multiuse Path	TS192	19,375	19,375	1,010,258	9,873,198	8,862,940
Hammond Phase 1 (ROW/Design)	TS193	300	300	10,826,174	14,361,016	3,534,842
TIER 2 - UNCOMMITTED	TS200	-	-	-	4,555,707	4,555,707
GA-400 Trail System	TS201	-	-	-	5,500,000	5,500,000
Roberts Drive Multiuse Path	TS202	-	-	-	5,500,000	5,500,000
Roadway Maintenance and Paving	TS301	-	-	-	15,617,086	15,617,086
T-SPLOST ADMIN COSTS	TS999	59,588	59,588	3,276,270	9,029,677	5,753,406
		\$14,405	\$14,405	\$27,787,670	\$123,821,802	\$96,034,132
T-SPLOST PROJECTS FUND - 335		(\$14,405)	(\$14,405)	\$30,983,881	\$-	(\$30,983,881)

PROJECT DESCRIPTION	PROJ #	JULY MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
CAPITAL CONTINGENCY	C9999	-	-	-	7,825,115	7,825,115
		\$-	\$-	\$-	\$7,825,115	\$7,825,115
FACILITIES						
HERITAGE BLUESTONE BLDG	F0002	(17,950)	(17,950)	2,189,874	2,189,874	-
FIRE STATION	F0004	28,822	28,822	1,831,442	5,253,957	3,422,515
TROWBRIDGE FACILITY	F0005	(16,766)	(16,766)	2,154,851	2,260,000	105,149
BACK-UP E911 CALL CENTER	F0007	-	-	8,165	350,000	341,835
CULTURAL CENTER	F0008	-	-	12,750	2,500,000	2,487,250
PUBLIC SAFETY BUILDING	F0009	-	-	59,250	100,000	40,750
		(\$5,894)	(\$5,894)	\$6,256,331	\$12,653,831	\$6,397,499
CITY CENTER						
LAND ACQUISITON & DEMOLITION	CC001	-	-	34,021,666	35,240,213	1,218,547
UTILITIES RELOCATION	CC006	-	-	40,000	2,770,000	2,730,000
SANDY SPRINGS CIRCLE PHASE 2	CC010	738	738	6,066,675	8,087,570	2,020,895
FURNITURE FIXTURES & EQUIPMENT	CC011	-	-	7,770,465	7,834,555	64,090
		\$738	\$738	\$47,898,806	\$53,932,338	\$6,033,531
PARKS						
SS TENNIS CENTER	P0006	-	-	772,534	787,679	15,145
HAMMOND PARK IMPROVEMENTS	P0007	-	-	3,065,338	4,158,981	1,093,643
MORGAN FALLS OVERLOOK PARK	P0009	-	-	4,156,279	4,415,033	258,754
MORGAN FALLS ATHLETIC FIELDS	P0010	(47,872)	(47,872)	5,574,917	5,584,130	9,213
ALLEN ROAD PARK	P0013	(12,972)	(12,972)	372,719	440,415	67,696
CROOKED CREEK PARK	P0020	(4,714)	(4,714)	410,166	448,607	38,441
ISON SPRINGS ELEMENTARY (IGA)	P0025	-	-	34,100	250,000	215,900
CITY TRAIL CONSTRUCTION	P0028	-	-	7,420	750,000	742,580
RIVERSHORE FLOODPLAIN	P0029	-	-	19,900	125,000	105,100
TRIANGLE PARK	P0030	-	-	22,524	25,000	2,476
PARKLAND ACQUISITION	P0031	-	-	1,966,784	2,100,000	133,216
		(\$65,559)	(\$65,559)	\$16,402,682	\$19,084,845	\$2,682,163
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	-	-	231,521	8,406,826	8,175,305
CHATTAHOOCHEE RIVER BRIDGE	T0035	-	-	102,398	760,000	657,602
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	-	-	1,440,018	1,937,354	497,336
CARPENTER DR REALIGNMENT	T0046	-	-	3,395,364	3,436,199	40,835
HAMMOND PD GLENRIDGE ATMS	T0054	(115,746)	(115,746)	1,708,788	1,721,735	12,947
CITY CENTER TRANSPORTATION NETWORK	T0058	-	-	3,683,243	3,915,000	231,757
BIKE/PED/TRAIL DESIGN & IMPLEM	T0060	-	-	1,837,782	2,126,919	289,137
CITY SPRINGS STREETSCAPES	T0062	(2,286)	(2,286)	1,577,507	1,850,000	272,493
NORTH END REVITALIZATION	T0063	-	-	585,019	1,750,000	1,164,981
PEACHTREE @ TELFORD IMPROVEMENT	T0064	7,200	7,200	179,983	1,750,000	1,570,017
SIGNAL PREEMPTION EMERG RESPONSE	T0065	-	-	676,284	780,000	103,716
SR140 HOLCOMB @ SPALDING ROW	T0066	-	-	-	450,000	450,000
MT VERNON @ DUPREE SIGNAL	T0067	-	-	70,432	350,000	279,568
PEACHTREE-DUNWOODY@WINDSOR	T0069	-	-	151,375	1,200,000	1,048,625
ACCESS MANAGEMENT PLAN	T0070	-	-	-	100,000	100,000
		(\$110,832)	(\$110,832)	\$15,639,714	\$30,534,032	\$14,894,318
TRANSPORTATION						
WATER RELIABILITY PROGRAM	T2000	7,784	7,784	762,945	1,000,000	237,055
PAVEMENT MANAGEMENT PROGRAM	T3000	-	-	48,431,231	52,662,568	4,231,337
CITY BEAUTIFICATION PROGRAM	T4000	-	-	157,756	402,572	244,817
SIDEWALK PROGRAM	T6000	-	-	10,154,081	10,630,500	476,419
INTERSECTIONS & OPERATIONAL	T7000	-	-	5,799,702	6,391,048	591,346
GUARDRAIL REPLACEMENT PROGRAM	T7500	-	-	320,301	734,150	413,849
UNDERGROUND UTILITY PROGRAM	T8000	-	-	76,684	500,000	423,316
LAKE FORREST DAM MAINTENANCE	T9000	-	-	1,430,089	3,554,882	2,124,793
BRIDGE & DAM MAINTENANCE	T9100	-	-	-	200,000	200,000
TRAFFIC MANAGEMENT PROGRAM	T9500	6,658	6,658	5,412,096	6,386,507	974,411
TRAFFIC CALMING	T9600	26,210	26,210	264,106	330,000	65,894
		\$40,652	\$40,652	\$72,808,990	\$82,792,227	\$9,983,236

PROJECT DESCRIPTION	PROJ #	JULY MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	8,750	8,750	147,128	222,500	75,372
INDOOR ART PROGRAM	A0002	-	-	-	100,000	100,000
		\$8,750	\$8,750	\$147,128	\$322,500	\$175,372
CAPITAL PROJECTS FUND - 351		(\$273,039)	(\$273,039)	\$318,160,176	\$413,967,275	\$95,807,100

**ARTS CENTER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
555-0000-51-347600	MEMBERSHIPS	-	-	100,000	- %
555-0000-56-347900	TICKET REVENUE	-	-	1,456,800	- %
555-0000-56-347905	FACILITY/TICKET-HANDLING FEES	-	-	360,000	- %
555-0000-56-347910	FACILITY RENTALS	-	-	770,000	- %
555-0000-55-347920	F&B REVENUE	-	-	547,100	- %
	TOTAL CHARGES & FEES	-	-	3,233,900	- %
555-0000-56-389000	OTHER CONTRIBUTIONS	233	233	263,000	0.09 %
555-0000-56-389900	MISCELLANEOUS INCOME	4,692	4,692	70,600	6.65 %
	TOTAL MISCELLANEOUS	4,925	4,925	333,600	1.48 %
555-0000-90-391100	TRANSFER IN FROM GENERAL FUND	-	-	1,614,740	- %
	TOTAL OTHER FINANCING SOURCES	-	-	1,614,740	- %
555-0000-50-336000	PROGRAMMING GRANT	-	-	603,020	- %
	TOTAL OTHER REVENUES	-	-	603,020	- %
	TOTAL REVENUES	\$4,925	\$4,925	\$5,785,260	0.09 %
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	101,796	101,796	1,553,000	6.55 %
555-6191-51-511200	PT/TEMP EMPLOYEES	-	-	229,300	- %
555-6191-51-512101	HEALTH INSURANCE	15,691	15,691	188,500	8.32 %
555-6191-51-512102	DISABILITY INSURANCE	324	324	6,800	4.77 %
555-6191-51-512103	DENTAL INSURANCE	731	731	8,800	8.30 %
555-6191-51-512104	LIFE INSURANCE	728	728	12,300	5.92 %
555-6191-51-512200	SOCIAL SECURITY	6,069	6,069	110,500	5.49 %
555-6191-51-512300	MEDICARE	1,419	1,419	25,800	5.50 %
555-6191-51-512401	401A RETIREMENT	11,157	11,157	186,400	5.99 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	4,507	4,507	77,700	5.80 %
555-6191-51-512600	UNEMPLOYMENT TAX	-	-	8,900	- %
555-6191-51-512700	WORKERS' COMPENSATION	-	-	3,600	- %
555-6191-51-5121250	PROF SVCS-LEGAL	-	-	20,000	- %
555-6191-51-5121300	TECHNICAL SERVICES	1,630	1,630	96,780	1.68 %
555-6191-51-5122100	CLEANING SERVICES	-	-	50,000	- %
555-6191-51-5123200	COMMUNICATIONS	83	83	79,160	0.10 %
555-6191-51-5123300	ADVERTISING	-	-	180,000	- %
555-6191-51-5123350	PROMOTIONS	-	-	50,000	- %
555-6191-51-5123400	PRINTING & BINDING	-	-	9,500	- %
555-6191-51-5123500	TRAVEL	-	-	9,050	- %
555-6191-51-5123600	DUES & FEES	263	263	5,500	4.78 %
555-6191-51-5123700	EDUCATION/TRAINING	-	-	3,900	- %
555-6191-51-5123800	LICENSES	-	-	6,400	- %
555-6191-51-5123900	CONTRACTUAL SERVICES	-	-	11,000	- %
555-6191-51-5123950	MERCHANT SVCS CHARGES	199	199	24,000	0.83 %
555-6191-51-5131100	GENERAL SUPPLIES & MATLS	(50)	(50)	6,650	(0.75%)
555-6191-51-5131300	HOSPITALITY	-	-	5,000	- %
555-6191-51-5131750	UNIFORMS	-	-	4,000	- %
555-6191-51-5141200	SITE IMPROVEMENTS	-	-	25,000	- %
555-6191-51-5142100	MACHINERY & EQUIPMENT	-	-	155,000	- %
555-6191-51-5142300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-5179000	CONTINGENCIES	-	-	40,000	- %
	TOTAL ARTS CENTER - ADMINISTRATION	144,549	144,549	3,212,540	4.50 %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	102,083	12,152,083	13,275,000	91.54 %
	TOTAL OTHER FINANCING SOURCES	102,083	12,152,083	13,275,000	91.54 %
	TOTAL REVENUES	\$102,083	\$12,152,083	\$13,275,000	91.54 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	-	807,053	1,151,542	70.08 %
561-4250-40-541450	STORMWATER IMPROVEMENT	(3,904)	8,356,504	11,054,546	75.59 %
	TOTAL STORMWATER CAPITAL MAINT &	(3,904)	9,163,557	12,206,088	75.07 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	8,259	96,847	99,134	97.69 %
561-4320-40-522240	REP & MAINT-OTHER	-	1,083,559	1,182,919	91.60 %
561-4320-40-523900	CONTRACTUAL SERVICES	-	167,567	187,541	89.35 %
561-4320-40-542100	MACHINERY & EQUIPMENT	-	56,697	66,697	85.01 %
	TOTAL STORMWATER OPERATIONS	8,259	1,404,670	1,536,291	91.43 %
	TOTAL EXPENDITURES	\$4,355	\$10,568,227	\$13,742,379	76.90 %
STORMWATER FUND - 561		\$97,729	\$1,583,857	(\$467,379)	(338.88%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 01, JULY FY 2021**

09/11/2020

GL ACCOUNT	DESCRIPTION	JULY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
840-0000-10-389000	CONTRACT PAYMENTS	-	-	600,000	- %
	TOTAL MISCELLANEOUS	-	-	600,000	- %
	TOTAL REVENUES	\$-	\$-	\$600,000	- %
DEVELOPMENT AUTHORITY EXPENDITURES					
840-1595-10-521240	PROF SVCS-NON-PROFITS	-	-	50,000	- %
840-1595-10-523100	PROPERTY & LIABILITY INS	5	5	2,500	0.20 %
840-1595-10-523500	TRAVEL	-	-	200	- %
840-1595-10-523700	EDUCATION/TRAINING	-	-	500	- %
	TOTAL DEVELOPMENT AUTHORITY	5	5	53,200	0.01 %
TRANSFERS EXPENDITURES					
840-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	600,000	- %
	TOTAL TRANSFERS	-	-	600,000	- %
	TOTAL EXPENDITURES	\$5	\$5	\$653,200	- %
DEVELOPMENT AUTHORITY - 840		(\$5)	(\$5)	(\$53,200)	0.01 %

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Tuesday, September 1, 2020 3:45 PM
To: Gonzalez, Raquel
Subject: Public Comment - James Cummings - 09/01/2020
Attachments: Sandy_Springs_Council_Ordinance_Exception_Request.docx;
SandySpringsPublicCommentCard.pdf

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

Name : James, Cummings
Address : [REDACTED], Sandy Springs, GA, 30342
Phone : [REDACTED]
Email : [REDACTED]
Name of Group : n/a
Meeting Type : City Council
Meeting Date : 09/01/2020
Type of Comment : General Public Comment
Subject : Leash Ordinance Exception Request
Public Comment : This form states the deadline is 12 p.m. yet the previous page lists the deadline at 5 p.m. That said, as I understand it these requests aren't read during the meeting. See attached for specific request that the City Attorney, Mayor and Councilman DeJulio are aware of. I had though I could attend in person to ensure it was heard publicly, but since 100% of meetings are virtual I have to use this vehicle to channel my request (that and Councilman DeJulio was asked to submit on my behalf and either can't or won't).
File Upload : Sandy_Springs_Council_Ordinance_Exception_Request.docx

I have had my dog trained by Off Leash Georgia (2 weeks of solid training with a trainer at a cost of \$3,000) – 3 locations in the Atlanta area. Off Leash is one among other such companies that use a training collar/remote with voice commands for training/obedience.

My request is to be specific in the current Leash Ordinance to include a dog training collar and remote. Given that all of the other categories seem to make use of the collar to get to 'absolute voice command' and involve training, the City has set a precedent that I feel my request meets.

I had shared with the Mayor and Councilman DeJulio that when I was stopped by the SSPD and asked to put on a physical leash, however had I known the exceptions I could have just stated my dog was in any one of the first 4 categories without proof. Given that (and after some research) I believe adding a permit to the existing ordinance (for all off-leash owners) would prevent abuse.

From my research a permit would require a dog owner to show an Animal Control Officer that their dog meets minimum standards (that would need to be set/fair). By providing a permit it would give dog-owners that do physically leash their dogs as well as non-dog owners in Sandy Springs peace-of-mind in being able to request a permit to show that the dog has met minimum standards to warrant the freedom that off-leash provides.

I am happy to work with the Animal Control Unit within Sandy Springs, along with off-leash companies in the area to help set those standards, while the Animal Control unit recommends a permit rate to the Council that covers the costs of the program at a minimum. For my own personal use, it would also be useful to show evidence to a SSPD that asks to see one – instead of being able to just cite the ordinance and one of the exceptions without proof.

For now. I would like to get back to continued off-leash training for my dog and request the Council approve the additional exception without the 'proof,' in tonight's Council Meeting or as soon thereafter as possible. Thank you.

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Thursday, September 3, 2020 2:40 PM
To: Gonzalez, Raquel
Subject: Public Comment - Joyce Bachman - 09/15/2020
Attachments: SandySpringsPublicCommentCard.pdf

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Name : Joyce, Bachman
Address : [REDACTED] Sandy Springs, GA, 30328
Phone : [REDACTED]
Email : [REDACTED]
Name of Group :
Meeting Type : City Council
Meeting Date : 09/15/2020
Type of Comment : General Public Comment
Subject : Speed limit on street
Public Comment : The speed limit on Blue Stone Rd between Mt Vernon and Galambos Way needs to be reduced to 10mph. It is ridiculous that it is 25mph. If people drive that speed through there with pedestrians and cars backing out onto the street, there will likely be accidents, injuries and deaths. Please consider reducing the speed limit on this street.
File Upload :

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Saturday, September 12, 2020 12:34 PM
To: Gonzalez, Raquel
Subject: Public Comment - James Cummings - 09/15/2020
Attachments: SandySpringsPublicCommentCard.pdf

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Name : James, Cummings
Address : [REDACTED] Sandy Springs, GA, 30342
Phone : [REDACTED]
Email : [REDACTED]
Name of Group : n/a
Meeting Type : City Council
Meeting Date : 09/15/2020
Type of Comment : General Public Comment
Subject : Leash Ordinance
Public Comment : After researching thoroughly, and SS having a markedly similar ordinance to Atlanta, my original perception that the exceptions permitted owners of dogs in the exempted categories to also go off leash in public streets was false. I have a suggestion to add a off-leash permit overseen by animal control, but after seeing how the council interacts on the signage I'm not sure they'd be as forward thinking and open on it as I would like. I'm leaning towards running against Tibby if he runs for a 5th term in the 5th district, but with Mayor Paul suggesting the current term would be his last I suspect Tibby will run for the Mayor's office. It would be nice to get new blood into the Council to start thinking beyond the original 'team's' thought for the city. Anyway, my way of asking to be removed from the Agenda for next Tuesday. If i run and get onto the Council I'll bring it up again then. Thanks for your help.
File Upload :

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Monday, September 14, 2020 7:22 AM
To: Gonzalez, Raquel
Subject: Public Comment - Zach Wilson - 09/15/2020
Attachments: SandySpringsPublicCommentCard.pdf

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Name : Zach, Wilson
Address : [REDACTED] Sandy springs, Ga, 30342
Phone : [REDACTED]
Email : [REDACTED]
Name of Group :
Meeting Type : City Council
Meeting Date : 09/15/2020
Type of Comment : General Public Comment
Subject : Police/Fire station Morgan Falls Rd.
Public Comment : I support this.
File Upload :

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Monday, September 14, 2020 1:46 PM
To: Gonzalez, Raquel
Subject: Public Comment - Keely Collins - 09/15/2020
Attachments: SandySpringsPublicCommentCard.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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Name : Keely, Collins
Address : [REDACTED] Sandy Springs, GA, 30328
Phone : [REDACTED]
Email : [REDACTED]
Name of Group :
Meeting Type : City Council
Meeting Date : 09/15/2020
Type of Comment : General Public Comment
Subject : Introduction to City Council
Public Comment : Good Evening,
My husband and I recently relocated from Pennsylvania for a job offer that I accepted here in Sandy Springs, where I am an employment attorney. While I lived and worked in Pennsylvania, I was closely involved with our local municipal government, particularly with multiple township zoning hearing boards. As a new resident of the City, I am very interested in learning about any opportunities for public service that may best utilize my skill set. I applied for a position with the Zoning Appeals Board or Planning Commission. If there is another area I could be of service, please do not hesitate to let me know.
Thank you for your service to the City. So far, I have had nothing but positive experiences here in Sandy Springs and look forward to getting to learn more about the City and become more involved in public service.
Keely Jac Collins

File Upload :