



SANDY SPRINGS

GEORGIA

CITY COUNCIL

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, October 20, 2020

Regular Meeting

Following Work Session

The October 20, 2020 Public Facilities Authority and City Council Meetings will be held at City Hall and via Live-stream.

Live-stream:	Sandy Springs Facebook: https://www.facebook.com/SandySpringsGA/
	Zoom Webinar: http://spr.gs/mcc10202020
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 • 1 253 215 8782
	Webinar ID: 819 4441 6056
Public Comment	Public Comment Cards may be submitted online: http://www.sandyspringsga.gov/government/public-meetings-calendar



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Tuesday, October 20, 2020

Regular Meeting

Following Work Session

- I. Call to Order** - - Mayor Rusty Paul
- II. Roll Call and General Announcements** - - Interim City Clerk
- III. Pledge of Allegiance** - - Mayor Rusty Paul
- IV. Public Comment**
- V. Approval of Meeting Agenda**
- VI. Consent Agenda**
 - A. **2020-248** Meeting Minutes
October 6, 2020 Regular Meeting
 - B. **2020-249** Request for Mayor and City Council Consideration of A Resolution to Amend the Adopted 2021 Board of Appeals Hearing Schedule
(Presented by Matthew Anspach, Senior Planner)
 - C. **2020-250** Request for Mayor and City Council Consideration of a Real Estate Agreement for the Purchase of a Permanent Drainage Easement for the Stormwater Project at 6170 River Shore Parkway
(Presented by William H. Martin Jr., AIA, Public Works Director)
- VII. Presentations**



SANDY SPRINGS

GEORGIA

A. **2020-251** PCID Update

(Presented by Patrick Chesser, Mill Creek)

VIII. Public Hearing

- A. **2020-252** Request for Mayor and City Council Consideration of U20-0001 (201 Mount Vernon Highway, 0 Mount Vernon Highway (Parcel #17 0123 LL1187), & 0 Mount Vernon Highway NE (Parcel #17 0089 LL0116)) Request for a Conditional Use Permit to Modify Previous Conditions from ZM11-005/CV11-007

(Presented by Alexandra Horst, Planner II)

- B. **2020-253** Request for Mayor and City Council Consideration of Adoption of the Annual Capital Improvements Element (CIE) Update

(Presented by Matthew Anspach, Senior Planner)

- C. **2020-254** ABL_72311 - Approval of Alcoholic Beverage License Application for 6125 Roswell Rd LLC, DBA C&S Seafood & Oyster Bar at 6125 Roswell Road Suite 700, Sandy Springs, GA 30328. Applicant is Jonathan Schwenk for Consumption on the Premises Wine, Malt Beverages, and Distilled Spirits.

(Presented by Toni Carlisle, Assistant Finance Director)

- D. **2020-255** ABL_72317 - Approval of Alcoholic Beverage License Application for Successmok, LLC DBA One Sushi at 6115 Peachtree Dunwoody Road Suite K120, Sandy Springs, GA 30328. Applicant is Yeon Mok for Consumption on the Premises Wine, Malt Beverages, and Distilled Spirits.

(Presented by Toni Carlisle, Assistant Finance Director)

IX. New Business

- A. **2020-256** Request for Mayor and City Council Consideration of a Resolution to Approve and Adopt Certain Financial Policies for the City of Sandy Springs

(Presented by Andrea Surratt, City Manager, & Courtney E. Rogers, Davenport & Company)

- B. **2020-257** Request for Mayor and City Council Consideration of a Supplemental Bond Resolution Authorizing the Issuance of Revenue Bonds Series 2020B; the Execution of a Lease Agreement; the Issuance and Deliver of the Bonds; and Other Purposes

(Presented by Andrea Surratt, City Manager, & Courtney E. Rogers, Davenport & Company)



SANDY SPRINGS

GEORGIA

- C. **2020-258** Request for Mayor and City Council Consideration of the of Acceptance of a Permanent Drainage Easement for Property Known as 821 Tanglewood Trl NW Fulton County, Georgia, Parcel No: 170163LL0628 for the Tanglewood Stormwater Project
(Presented by Dan Lee, City Attorney)
- D. **2020-259** Request for Mayor and City Council Consideration of a Resolution to Approve Submission of an Application for Funding from the Georgia Department of Natural Resources' Land and Water Conservation Fund
(Presented by Michael Perry, Director of Recreation and Parks)
- E. **2020-260** Request for Mayor and City Council Consideration of a Resolution to Approve a Contract with Chappell Construction Group for Hammond Park Erosion Control and Site Improvements
(Presented by Michael Perry, Director of Recreation and Parks)
- F. **2020-261** Request for Mayor and City Council Consideration to Approve a Resolution to Re-appoint Chip Collins to the City of Sandy Springs Development Authority
(Presented by Rusty Paul, Mayor)

X. **Reports**

- A. **2020-262** Mayor and Council Report
- B. **2020-263** Staff Reports
 - 1. August 2020 Unaudited Financials

XI. **Executive Session**

- A. **2020-265** Litigation, Real Estate

XII. **Adjournment**

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

Name : Carl, Westmoreland
Address : 3343 Peachtree Rd, 908 West Wesley Rd., Atlanta, Ga, 30326
Phone : 4045047799
Email : cew@mmmlaw.com
Name of Group :
Meeting Type : City Council
Meeting Date : 10/20/2020
Type of Comment : Public Hearing Item Comment
Agenda Item : application U-20-0001
Number
Position : Support
Affiliations : I am the applicant. : No I am a Sandy Springs resident. : No I am a Sandy Springs business owner. : No I am a paid representative of either the support or opposition. : Yes I am a local lobbyist duly registered with the Georgia Government Transparency and Campaign Finance Commission. : No
Please Select : No
How would you like to present your Public Comment? : Via Zoom Video Conference
Public Comment : I will present the application in person at the hearing

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

Name : Chad, Eubanks
Address : 201 Mt. Vernon Highway NW, Sandy Springs, Georgia, 30328
Phone : 404-255-0750
Email : chad.eubanks@dignitymemorial.com
Name of Group : Arlington Memorial Park
Meeting Type : City Council
Meeting Date : 10/20/2020
Type of Comment : General Public Comment
Method - General : I will attend the meeting at City Hall
Subject : Follow up questions
Public Comment : Follow up questions

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

Name : David, Manne
Address : 6324 Long Island Drive, Sandy springs, GA, 30328
Phone : 4045500178
Email : Dmanne730@gmail.com
Name of Group : Enclave at Long Island
Meeting Type : City Council
Meeting Date : 10/20/2020
Type of Comment : Public Hearing Item Comment
Agenda Item Number : 2020-252
Position : Opposition
Affiliations : I am the applicant. : No I am a Sandy Springs resident. : Yes I am a Sandy Springs business owner. : No I am a paid representative of either the support or opposition. : No I am a local lobbyist duly registered with the Georgia Government Transparency and Campaign Finance Commission. : No
Please Select : No
Method - Hearing : I will attend the meeting at City Hall
Public Comment : We would like to discuss the screening buffer on the North end of the subject property

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

Name : Eric, Gomez
Address : 66 Northwood Drive, APT 129, Sandy Springs, GA, 30342
Phone : 470-435-0502
Email : ericgomez063@gmail.com
Name of Group :
Meeting : City Council
Type :
Meeting Date : 10/20/2020
Type of Comment : General Public Comment
Method - General : Staff will email my comment to city officials
Subject : Put a Pause on Storage Unit Construction at Solidarity
Public Comment : I insist that the Sandy Springs City Council take action against the construction of a storage unit at Solidarity Plaza. It has displaced many small, family, and local businesses and has flushed out the Latinx Culture that has persisted for several years in the area. These small Latinx businesses were essential to the surrounding community. In addition, this storage unit will bring up the cost of living in the surrounding area that will drive out and displace several families that have lived in this area for years. These families may not be able to afford to live in a different area with the same benefits that Sandy Springs has to offer. I would like to propose a meeting in regards to withhold the construction and discuss alternatives to the storage unit, that we the Latinx people of Sandy Springs would like to see in our community and bring back the culture that was displaced. Not just by providing a space for non-profits to come back to, but also all the small/local businesses to come back to.
:

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

Name : Jennifer, Millan-Salinas
Address : 300 Carpenter Dr., Apt. C-16, Sandy Springs, GA, 30328
Phone : 678-592-6015
Email : Jennimillsal@gmail.com
Name of Group :
Meeting : City Council
Type :
Meeting Date : 10/20/2020
Type of Comment : General Public Comment
Method - General : Staff will email my comment to city officials
Subject : Solidarity plaza
Public Comment : I, Jennifer Millan, insist that the sandy springs city council takes action against the construction of a storage unit in solidarity plaza it has torn down family owned business and flushing out the Latino culture that has persisted for several years, in the area. In addition, this construction brings up the cost of living in the surrounding area and drives out and displaces several families that have lived in this area for years. These families may not be able to afford to live in a different area with the same benefits that sandy springs has to offer them. I would like to propose a meeting in regards to withhold the construction and discussing an alternative to the storage unit that, we the people of sandy springs would like to see in our community.
:

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

Name : Jesmary, Gonzalez
Address : 7000 Roswell rd, Sandy Springs, Georgia, 30328
Phone : 4044508801
Email : Jesmary0522@gmail.com
Name of :
Group
Meeting : City Council
Type
Meeting : 10/20/2020
Date
Type of : General Public Comment
Comment
Method - : I will attend the meeting at City Hall
General
Subject : Construction on solidarity plaza
Public : I, Jesmary Gonzalez, insist that the sandy springs city council takes action against
Comment the construction of a storage unit in solidarity plaza it has torn down family owned business and is flushing out the Latino culture that has persisted for several years, in the area. In addition, this construction brings up the cost of living in the surrounding area and drives out and displaces several families that have lived in this area for years. These families may not be able to afford to live in a different area with the same benefits that sandy springs has to offer them. I would like to propose a meeting in regards to withhold the construction and discussing an alternative to the storage unit that, we the people of sandy springs would like to see in our community.

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

Name : Kalyn, Keeney
Address : 6465 Scott Valley Road, Sandy Springs, Georgia, 30328
Phone : 4043168661
Email : kkeeney@prime-eng.com
Name of Group :
Meeting Type : City Council
Meeting Date : 10/20/2020
Type of Comment : Public Hearing Item Comment
Agenda Item Number : 2020-252
Position : Support
Affiliations : I am the applicant. : Yes I am a Sandy Springs resident. : Yes I am a Sandy Springs business owner. : No I am a paid representative of either the support or opposition. : No I am a local lobbyist duly registered with the Georgia Government Transparency and Campaign Finance Commission. : No
Please Select : No
Method - Hearing : I will attend the meeting at City Hall
Public Comment : I am here to answer any questions that City Council may have that the Cemetery representative is unable to answer regarding the County detention pond project if questions should arise regarding this subject.

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

Name : Ronda A Smith, Ronda A Smith
Address : 76 Long Island Pl, 76 Long Island Pl, Sandy springs, GA, 30328
Phone : 6784290542
Email : msna_email@yahoo.com
Name of Group : Mountaire Springs Neighborhood Association
Meeting Type : City Council
Meeting Date : 10/20/2020
Type of Comment : Public Hearing Item Comment
Agenda Item Number : 2020-252
Position : Support
Affiliations : I am the applicant. : No I am a Sandy Springs resident. : Yes I am a Sandy Springs business owner. : No I am a paid representative of either the support or opposition. : No I am a local lobbyist duly registered with the Georgia Government Transparency and Campaign Finance Commission. : No
Please Select : No
Method - Hearing : I will attend the meeting at City Hall
Public Comment : Additional Comment detail will be provided in person surrounding the added condition from the 7/22 planning commission hearing that currently reads:
2. To the owner's agreement to abide by the following:

d. At least one (1) year prior to the start of construction on the Proposed New Maintenance Building and at least one (1) year prior to the start of construction on the Proposed Community Mausoleum I, the applicant shall submit a landscape screening plan to Staff and, as approved by the City of Sandy Springs Arborist, install evergreen screening plantings at a minimum installed height of eight (8) feet on the north side of those buildings.

While the condition as written requires 8 foot trees to be planted one year in advance of construction commencing it is the desire of affected homeowners along the northern property line that these plantings be made the earlier of 18 months prior to construction or no later than 60 months from the date of this Use Permit approval.

This more advanced planting can ensure a more adequate screening of the future

proposed buildings from the line of sight of the northern adjacent property owners.

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

Name : Suleima, Millan
Address : 300 Carpenter Drive, APT C16, Sandy Springs, GA, 30328
Phone : 6785089473
Email : suleimasalinas@hotmail.com
Name of Group :
Meeting : City Council
Type :
Meeting Date : 10/20/2020
Type of Comment : General Public Comment
Method - General : I will attend the meeting at City Hall
Subject : Solidaritu Village- Storage Unit
Public Comment : I insist that the sandy springs city council take action against the construction of a storage unit in solidarity plaza
It has torn down family owned business and flushing out the Latino culture that has persisted for several years in the area. These small latinx business were essential to the surrounding community. In addition, this construction brings up the cost of living in the surrounding area, drives out and displaces several families that have lived in this area for years. These families may not be able to afford to live in a different area with the same benefits that sandy springs has to offer them. I would like to propose a meeting in regards to withhold the construction and discussing an alternative to the storage unit that, we the people of sandy springs would like to see in our community and bring back the culture that was displaced. Not just by providing a space for non-profits to come back to, but also all the small/local businesses to come back too.

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

Name : Tochie, Blad
Address : 7320 Hunters Branch dr, Sandy springs, Ga, 30328
Phone : 7708454529
Email : Tblad1@comcast.net
Name of Group :
Meeting Type : City Council
Meeting Date : 10/20/2020
Type of Comment : General Public Comment
Method - General : Staff will email my comment to city officials
Subject : Financial policies document
Public Comment : More time for Board of Ethics and other groups to review is needed. With the additional \$60 million in bonds, the policy changes need to improve accountability and transparency. I have witness cost overruns on TS-103, Spalding Trowbridge intersection. Council approved from 1.38 million to a total of 2.2 million for this interchange through two change orders just months apart. The low bidder was awarded with change orders that brought the final cost up to the other bids. Hopefully, this new policy restrict bidders from bidding low and then adding change orders to meet the market rate. Over the years, discussion on bidding out legal services like other local governments has been proposed. The city's legal fees exceed 3 million dollars in some years. A competitive bidding process for legal services may assist in controlling costs while delivering quality legal work. The current policy does not require it. Finally, the new policy will dictate how unassigned fund balances (surpluses) will be spent. It is unclear if this will improve transparency and ensure funds collected in the year are spent in the same year. A deferral to review the changes and allow time to provide responsive comments to the policy proposed by staff before council approval is requested.



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Ginger Sottile, Director of Community Development

DATE: October 2, 2020 Submission for the October 20, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of A Resolution to Amend the Adopted 2021 Board of Appeals Hearing Schedule

Recommendation:

Staff recommends approval of the resolution to amend the adopted 2021 Board of Appeals Hearing Schedule.

Background:

At the September 15 City Council Meeting, Council voted to adopt the Planning & Zoning Hearing Schedules for 2021, and the amend the remainder of the 2020 BOA Schedule in order to conduct the Planning and Zoning processes of the City and coordinate compliance with required legal deadlines. Later on in the same meeting, the City Council voted to approve the hearing schedule for the 2021 Mayor and City Council Meetings, but also amended and approved the proposed schedule to remove the September 7 meeting due to the Rosh Hashanah holiday.

Discussion:

The September BOA meeting is scheduled to be the day immediately after the now cancelled City Council meeting, which is also a day in which Rosh Hashanah is observed. Out of respect for this holiday, Planning Staff proposes to cancel the scheduled 2021 September (8) BOA meeting.

Financial Impact:

N/A

Alternatives:

Council could opt not to amend the 2021 Board of Appeals Hearing Schedule.

Attachments:

1. BOA Schedule 2021 (Revised 9-21 Meeting)
2. 2021 BOA (Amended) Schedule Resolution



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	N/A*
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

*No meeting due to Rosh Hashanah holiday.

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.

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO AMEND THE CITY OF SANDY SPRINGS
BOARD OF APPEALS 2021 SCHEDULE

WHEREAS, the Mayor and City Council find that it is necessary to provide the Board of Appeals Schedule for the orderly, planned and legal provision of City services; and

WHEREAS, the Mayor and City Council find that the Board of Appeals Schedule for the 2021 calendar year, should 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 amend the Board of Appeals 2021 Schedule, included herewith as an attachment, to cancel the September 2021 meeting.

RESOLVED this the 20th day of October 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Lia Jones, (Interim) City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: September 21, 2020 Submission for the October 20, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Real Estate Agreement for the Purchase of a Permanent Drainage Easement for the Stormwater Project at 6170 River Shore Parkway

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate of a Permanent Drainage Easement on that tract of land lying and located in Land Lot 132 of the 17th District, Fulton County, Georgia. The property owner is Eric Lenchner located at 6170 River Shore Parkway, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 1,030 square feet of Permanent Drainage Easement on this property is necessary in order to construct the River Shore Pkwy Stormwater Project. The property owner has accepted the City's offer for the necessary land interests required to construct the proposed project.

Discussion:

Staff was able to negotiate a reasonable compensation amount for the required land rights with the property owners. The City's contracted appraiser, Craig Hammond, MAI, determined fair market value for the permanent easement area in the amount of \$11,300.

Financial Impact:

The property owner agreed to sell their land interests in the sum of \$11,300 to the City. The permanent drainage easement is a 1,030 square foot area determined as 1,030 sf X \$21.79/sf X 50%, equaling \$11,221.85 and rounded to \$11,300.00 for the land interests required for the project. Staff concurs this the compensation amount is reasonable and recommends payment to the owner for these land interests.

Alternatives:

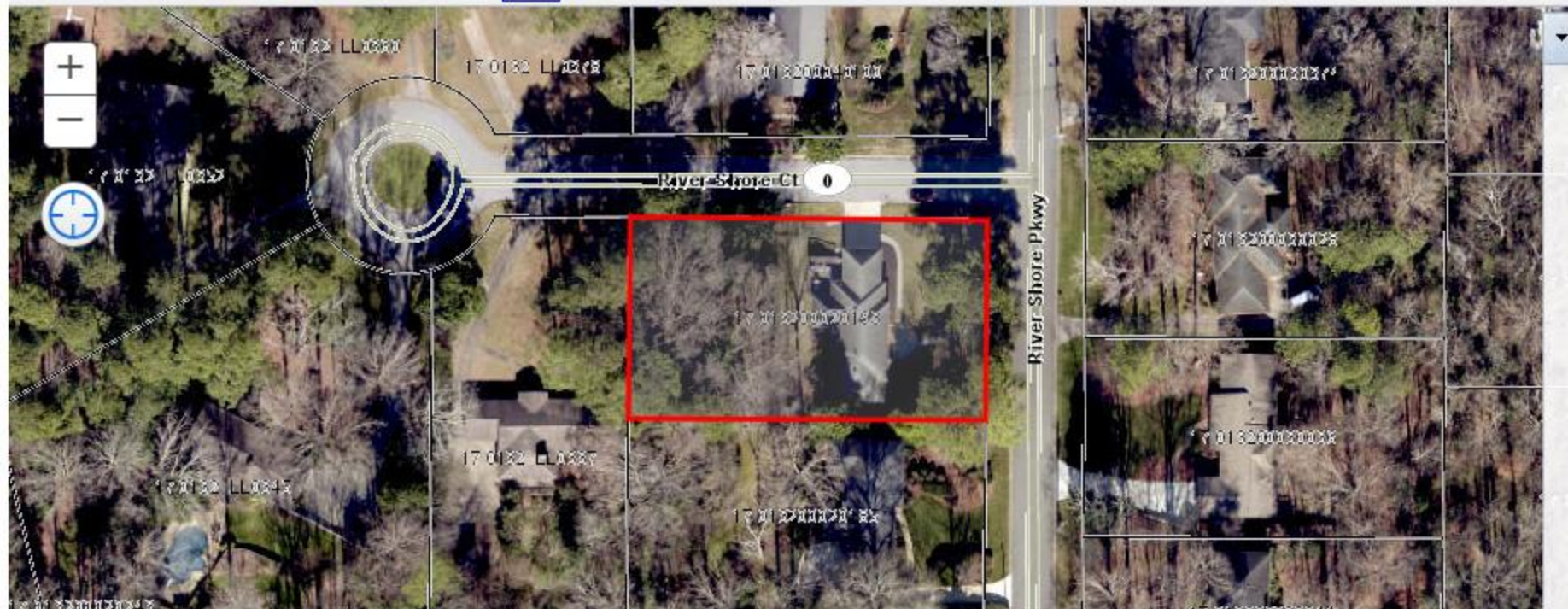
N/A

Attachments:

1. Aerial Map w Fulton Profile - Lenchner

2. Executed RE Agmt - 6170 River Shore.Lenchner
3. RESOLUTION

LENCHNER ERIC



PARID: 17 013200020193

LENCHNER ERIC

6170 RIVER SHORE PKY NW

Parcel

Parcel ID:	17 013200020193
Property Location:	6170 RIVER SHORE PKY
Unit:	
City:	SANDY SPRINGS
Neighborhood:	1799
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	.6061
Zoning:	R3-
Location	6
Fronting:	9 - 9
Parking Type:	3-ON AND OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

Tax District	59
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Owners

Owners:	LENCHNER ERIC
---------	---------------

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
LENCHNER ERIC 6170 RIVER SHORE PKWY ATLANTA GA 30328		

Sales

Sale Date:	Sale Price:
03-SEP-14	\$565,000
17-APR-14	\$280,000
02-APR-14	\$0
18-FEB-13	\$0

Sale Details

1 of 4

Grantor:	SEVEN GABLES PROPERTIES, LLC
Grantee:	LENCHNER ERIC
Sales Date:	03-SEP-14
Sale Price Sale Validity:	0 : Valid Sale
Sale Source:	6 : PT61
Sales Type:	2 : LAND & BUILDING
Sale Flag:	
Deed Book:	54154

Deed Page:0189

Deed Type:LW

Residential

Card:1

Stories:1

Year Built:1965

Effective Year Built:2000

Remodeled Year:2014

Living Area:2,386

Total Living Area:2,386

Total Rooms:7

Bedrooms:4

Family Rooms:1

Attic:1-NONE

Basement LA:

Basement Rec Area:

Full Baths:3

Half Baths:0

Additional Fixtures:3

Total Fixtures:12

Pre Fab Fireplace:

Masonry Fireplaces:2

Grade:B+

CDU:GD

% Complete

Additions

Addition Number:	Description:	Area
0	---	2,210
1	UNFIN BSMT BASEMENT UNFINISHED-1SMAS MASONRY--	176
2	-WDDCK WOOD DECKS--	286
3	-MG/BG MASONRY/BRICK GARAGE--	462
4	-STOOP STOOP--	132

Land

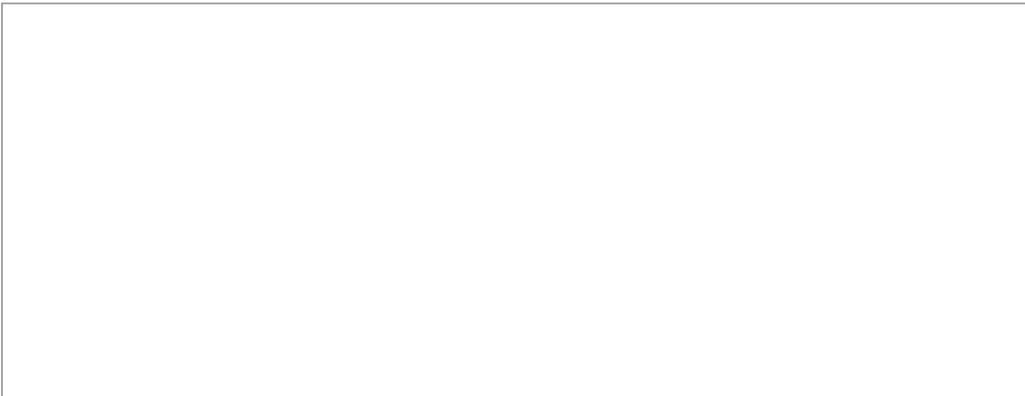
Line Number:1

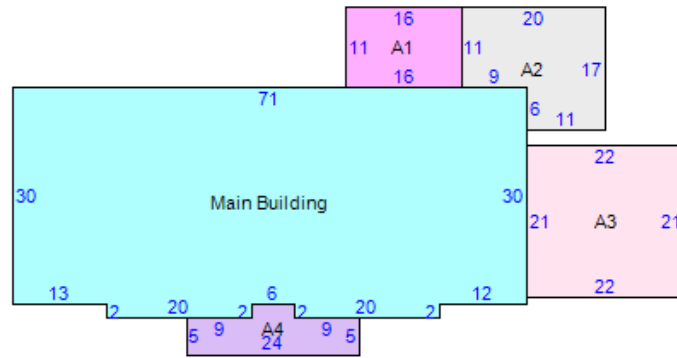
Land Type:S - SQUARE FOOT

Land Code:1

Square Feet:26,400

Acres:.6061





Item	Area
Main Building	2210
A1 - 50/20:UNFIN BSMT BASEMENT UNFINISHED/1SMAS MASONRY	176
A2 - 31:WDDCK WOOD DECKS	286
A3 - 23:MG/BG MASONRY/BRICK GARAGE	462
A4 - 35:STOOP STOOP	132

AGREEMENT TO PURCHASE REAL ESTATE

PROJECT: RIVER SHORE PKWY STORMWATER

OWNER: ERIC LENCHNER

ADDRESS: 6170 River Shore Parkway

TAX ID#: 17-0132-0002-019-3

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 132 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of **\$11,300.00**, the undersigned agrees to execute and deliver to the City of Sandy Springs, an easement to the lands owned by the undersigned as reflected on the attached Exhibits "A" and "B".

* * * * *

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

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

1,030 Square Feet of Permanent Drainage Easement

N/A Square Feet of Temporary Construction Easement

- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Public Works, City of Sandy Springs.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "C", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 15th day of September, 2020.

Signed, Sealed and Delivered in
the presence of:



Witness



ERIC LENCHNER

 (SEAL)
Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION
20' Permanent Drainage Easement
6170 River Shore Parkway
(Parcel ID: 17 01320002019)

All that tract or parcel of land lying and being in Land Lot 132 of the 17th District, Fulton County, City of Sandy Springs Georgia, and being more particularly described as follows:

Commencing at a 1-inch crimp top pipe found located on the intersection of the southern right-of-way of River Shore Court (50-foot right-of-way) with the western right-of-way of River Shore Parkway; said point having Georgia State Plane coordinate values Northing: 1,427,283.15; Easting: 2,225,916.45, Georgia West Zone; Thence continuing with said southerly right-of-way of River Shore Court North 89 degrees 35 minutes 40 seconds West, a distance of 115.86 feet to a point, said point being the **POINT OF BEGINNING**; Thence departing said right-of-way South 36 degrees 25 minutes 24 seconds West, a distance of 58.79 feet to a point; Thence North 53 degrees 34 minutes 36 seconds West, a distance of 20.00 feet to a point; Thence North 36 degrees 25 minutes 24 seconds East, a distance of 44.25 feet to a point located on the southern right-of-way of said River Shore Court; Thence continuing with said right-of-way South 89 degrees 35 minutes 40 seconds East, a distance of 24.73 feet to a point, which is the **POINT OF BEGINNING**.

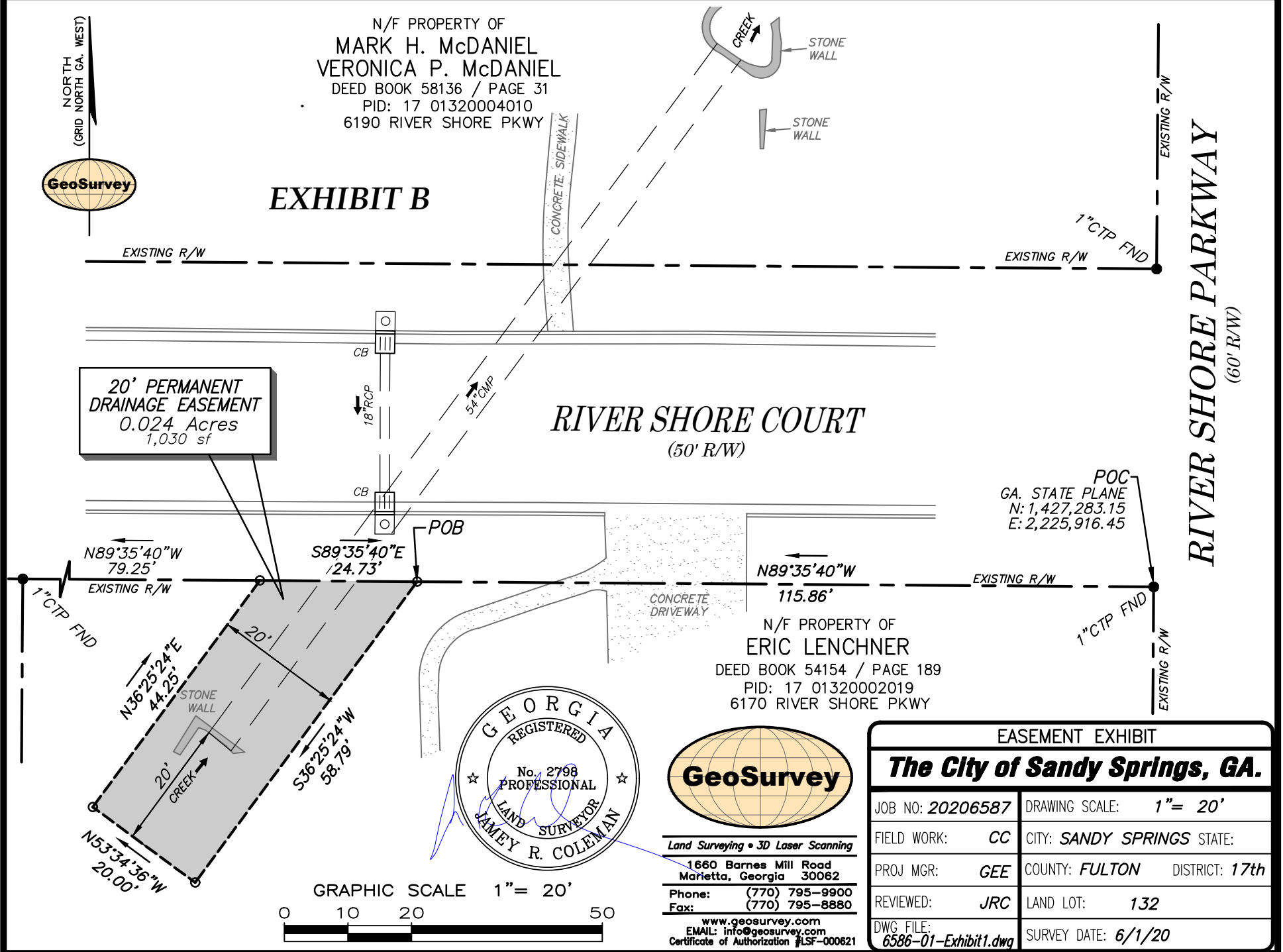
Said tract or parcel of land contains 0.024 Acre (1,030 Square Feet).

NORTH
(GRID NORTH GA. WEST)



N/F PROPERTY OF
MARK H. McDANIEL
VERONICA P. McDANIEL
DEED BOOK 58136 / PAGE 31
PID: 17 01320004010
6190 RIVER SHORE PKWY

EXHIBIT B



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A REAL ESTATE AGREEMENT
FOR A PERMANENT DRAINAGE STORMWATER EASEMENT ON
PROPERTY LOCATED IN LAND LOT 132 OF THE 17th DISTRICT,
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, Georgia's State Constitution, and the Charter for the City of Sandy Springs, and

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of a Real Estate Agreement for the acquisition of a Permanent Drainage Easement by the City of Sandy Springs for property located at 6170 River Shore Parkway owned Eric Lenchner in Land Lot 132 of the 17th District, Fulton County, City of Sandy Springs, Georgia

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

To facilitate the construction of the River Shore Pkwy Stormwater Project, the City approves the acceptance of the Real Estate Agreement acquiring a Permanent Drainage Easement on property located in Land Lot 132 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 20th day of October, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk
(Seal)



PCIDS UPDATE: OCTOBER 20, 2020

- TOP END 285 TRANSIT STUDY, PHASE III
 - PCID FUNDING \$29,773 FOR NEXT PHASE OF STUDY FOR BUS RAPID TRANSIT IN TOP END MANAGED LANES (IN CONJUNCTION WITH SANDY SPRINGS AND ALL 6 SIX OTHER CITIES, 3 OTHER CIDS, 4 CIDS, MARTA, ATL & GDOT)
 - FURTHER CONCEPT WORK FOR RAPID TRANSIT STATION AT PERIMETER CENTER PARKWAY MANAGED LANE INTERCHANGE (ADJACENT TO STATE FARM)
- TOP END 285 MANAGED LANE COORDINATION
 - COORDINATION ON AESTHETICS OF NEW INTERCHANGES AND BRIDGE STRUCTURES AT ASHFORD DUNWOODY ROAD AND PERIMETER CENTER PARKWAY IN THE TOP END MANAGED LANE PROJECT.
- ASHFORD DUNWOODY CORRIDOR PROJECT
 - TRAIL AND CORRIDOR PROJECT ALONG ASHFORD DUNWOODY ROAD, INSIDE OF 285 (FROM MONTGOMERY ELEMENTARY SCHOOL TO 285)
 - DESIGN FUNDED 100% BY DEKALB PCID IN PARTNERSHIP WITH THE CITY OF BROOKHAVEN.
- ASHFORD DUNWOODY TRAIL PROJECT, PHASES I AND II
 - TRAIL PROJECT ALONG ASHFORD DUNWOODY ROAD, NORTH OF 285 ADJACENT TO PERIMETER MALL UP TO MT. VERNON ROAD.
 - DESIGN AND CONSTRUCTION FUNDED IN A 50/50 PARTNERSHIP WITH THE CITY OF DUNWOODY AND DEKALB PCID.
- INTERSECTION PROJECTS (WITHIN CITY OF DUNWOODY & BROOKHAVEN, DESIGNS FUNDED 100% BY DEKALB PCID)
 - PERIMETER SUMMIT BOULEVARD AT ASHFORD DUNWOODY ROAD (ADJACENT TO PERIMETER SUMMIT)
 - PERIMETER CENTER PARKWAY AT PERIMETER CENTER WEST (NEAR TARGET DEVELOPMENT)
 - ASHFORD CENTER PARKWAY AT PERIMETER CENTER WEST (NEAR JOEY D'S RESTAURANT)

- MT VERNON TRAIL PROJECT

- CONTINUED COORDINATION BETWEEN PCID STAFF AND CITY STAFF TO DEVELOP A PARTNERSHIP FRAMEWORK FOR CITY'S EXISTING TRAIL PROJECT ALONG MOUNT VERNON ROAD.

Sandy Springs Transportation Improvements

Welcome to the City of Sandy Springs Transportation Improvements Map

To locate a road or sidewalk project, simply scroll vertically on the panels below or the white "dots" to the left of the panels.

The pop up panel on the map includes the location, brief description and status of the improvements.

Glenridge/Roswell Road Intersection

Mt. Vernon Hwy Multimodal Improvement

Project Number	TS192
Description	Adds separate bicycle and pedestrian infrastructure from the Johnson Ferry/Mt Vernon intersection to the Sandy Springs MARTA station; includes a transit feasibility study and potential transit improvements.
Project	Shared-Use Path



SANDY SPRINGS

GEORGIA

P&Z STAFF REPORT

Mayor and City Council Meeting, October 20, 2020

Case: **U20-0001 – 201 Mount Vernon Highway, 0 Mount Vernon Highway (Parcel # 17 0123 LL1187), & 0 Mount Vernon Highway NE (Parcel # 17 0089 LL0116)**
Staff Contact: Alexandra Horst (AHorst@SandySpringsga.gov)
Report Date: September 2, 2020

REQUEST

Request for a Conditional Use Permit to modify previous conditions from ZM11-005/CV11-007.

APPLICANT

Property Owner: Executive Equities Inc., d/b/a Arlington Memorial Park (contact: Chad Eubanks)	Petitioner: Executive Equities Inc., d/b/a Arlington Memorial Park (contact: Chad Eubanks)	Representative: Carl Westmoreland and Henry A. Bailey, Jr.
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SUMMARY

The applicant requests a Conditional Use Permit to modify previous conditions from Zoning Modification ZM11-005/Concurrent Variance CV11-007. They wish to revise the previously approved site plan, remove seven (7) previously proposed and approved mausoleums, remove the timeframe restriction on mausoleum construction, and proceed with construction of one (1) previously proposed and approved mausoleum (Building A).

UPDATE (July 22, 2020)

Due to the ongoing Coronavirus Pandemic, it was determined that the Planning Commission Meeting on July 22, 2020 would occur but that all subsequent in-person public meetings and hearings would be postponed. U20-0001 was scheduled to be heard by the Mayor and City Council on August 18, 2020, but public hearings were postponed.

DECISIONS AND RECOMMENDATIONS

Planning Commission (July 22, 2020)

Following Staff's presentation on U20-0001, the Petitioner's Representative spoke. A property owner who lives adjacent to the subject properties spoke for himself and the Enclave at Long Island Homeowners Association. He showed a photograph of his view of Arlington Memorial Park Cemetery and described the desire for a buffer and screening. The President of Mountaire Springs Neighborhood Association then spoke on behalf of the impacted residents about the buffer and one additional desired condition of approval requiring preemptive planting. The Petitioner's Representative suggested language for the proposed condition.

The Planning Commission then discussed the request. Members asked about the buffer and a landscape plan, to which the Petitioner's Representative responded.

Motion

Commissioner Settles moved to recommend **Approval** of Conditional Use Permit U20-0001 **with Staff's recommended Conditions and an additional Condition:** At least one (1) year prior to the start of construction on the Proposed New Maintenance Building and at least one (1) year prior to the start of construction on the Proposed Community Mausoleum I, the applicant shall submit a landscape screening plan to Staff and, as approved by the City of Sandy Springs Arborist, install evergreen screening plantings at a minimum installed height of eight (8) feet on the north side of those buildings. Commissioner Kelly seconded the motion. All members voted in favor of the motion, and it passed.

Planning Commission (June 17, 2020)

Due to lack of clarity about how to provide public comments to the Planning Commission, it was determined that cases would be deferred to the next meeting.

Following Staff's presentation on U20-0001, the Petitioner's Representative spoke. The President of Mountaire Springs Neighborhood Association then spoke in support of the application, though expressed concerns including neighbors' views of the Proposed New Maintenance Building. She expressed a wish for a buffer and screening. A property owner who lives adjacent to the subject properties spoke for himself and the Enclave at Long Island subdivision about his view of the Existing Maintenance Building and desire for a buffer.

Motion

Commissioner Settles moved to **Defer** Conditional Use Permit U20-0001 to the next meeting. Commissioner King seconded the motion. All members voted in favor of the motion, and it passed.

Department of Community Development

Staff recommends **Approval with Conditions** of Conditional Use Permit U20-0001.

NOTE (March 18, 2020)

On March 17, 2020, Mayor and City Council approved a 60-day Emergency Ordinance Declaring Local Emergency Of The Novel Coronavirus Disease 2019 Global Pandemic. U20-0001 was originally scheduled to be heard by the Planning Commission on April 22, 2020, but public hearings were postponed due to the pandemic.

MATERIALS SUBMITTED AND REVIEWED

Materials:

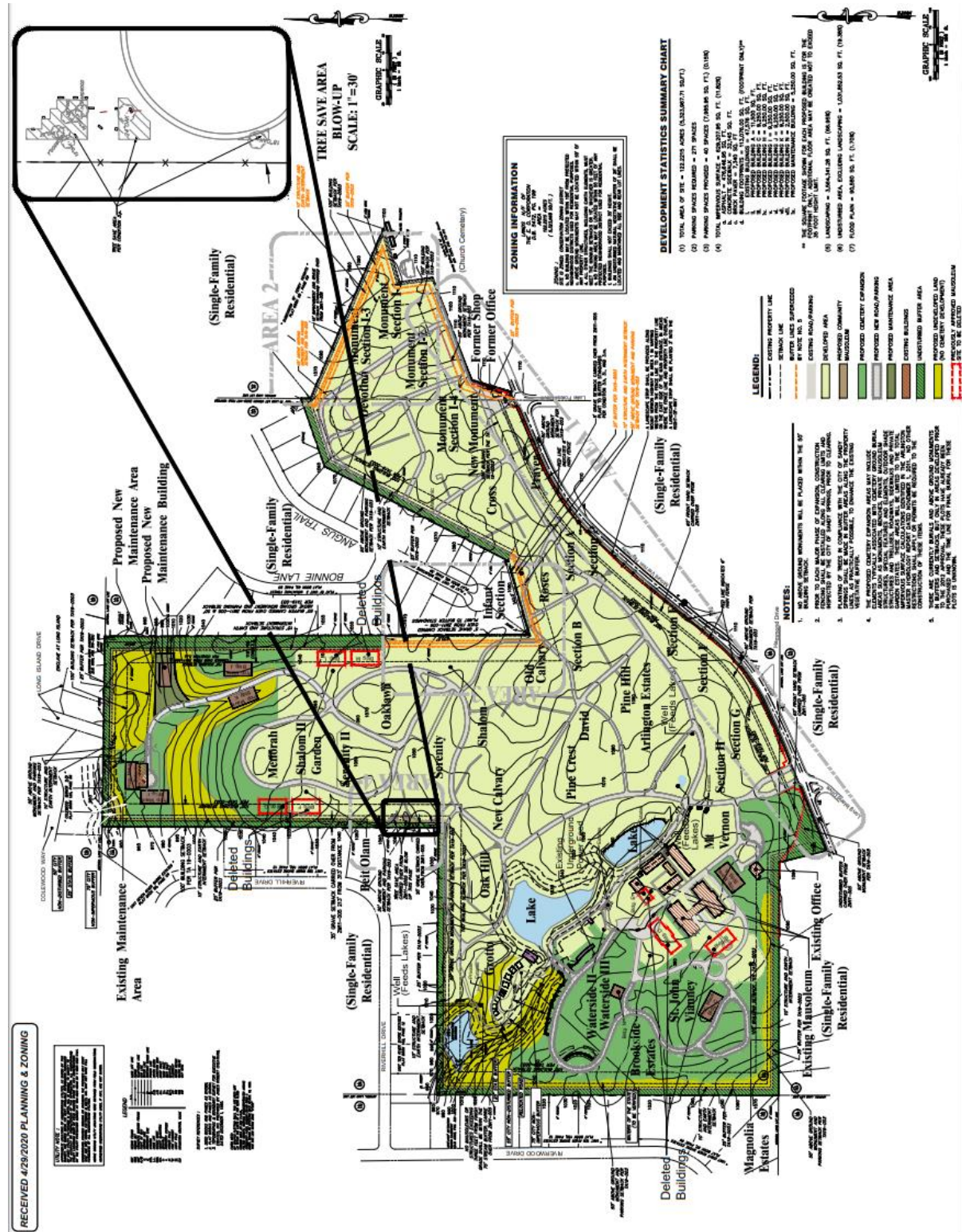
1. Application, received February 4, 6, 24, and 27, 2020
2. Proposed conditions, received February 6, 2020
3. “*Arlington Memorial Park – City of Sandy Springs, Georgia Site Traffic Memorandum*,” prepared by Kimley-Horn and Associates, Inc., signed by Ana Eisenman, P.E., dated February 10, 2020, received February 11, 2020
4. “*Photographs*,” prepared by Prime Engineering, Inc., dated May 8, 2020, received May 15, 2020
5. “*Mountaire Springs Affected Neighbor Concerns/Questions*,” received May 15, 2020

Plans:

1. “*Overall Site Plan – Original 2011 Zoning Modification Approval*,” prepared by Prime Engineering, Inc., dated November 29, 2011, received January 7, 2020
2. “*Adjacent Properties Map*,” prepared by Clark & Green Associates, dated February 3, 2020, received February 4, 2020
3. “*Elevations*,” prepared by Adams and Day Architects, AIA, dated November 1, 2019, received February 18, 2020
4. “*Title Exception Survey*,” prepared by Prime Engineering, Inc., signed and sealed by Michael J. Barger, R.L.S., dated July 29, 2008, received March 30, 2020
5. “*Overall Site Plan*,” prepared by Clark & Green Associates, signed and sealed by Kalyn Lewis Keeney, P.E., dated February 3, 2020, received April 29, 2020
6. “*Aerial Photo of Site with Boundary and Buffers*,” prepared by Prime Engineering, Inc., and Clark & Green Associates, received May 15, 2020
7. “*Perimeter Tree Buffer Enhancement Plan*,” prepared by Prime Engineering, Inc., and Clark & Green Associates, received May 15, 2020

PROPERTY INFORMATION	
Location:	201 Mount Vernon Highway (Parcel # 17 0124 LL0154), 0 Mount Vernon Highway (Parcel # 17 0123 LL1187), & 0 Mount Vernon Highway NE (Parcel # 17 0089 LL0116)
Council District:	3 – Chris Burnett
Road frontage:	Approximately 2,531 feet of frontage on Mount Vernon Highway
Acreage:	Approximately 122.2 acres total
Current Zoning:	CON (Conservation) (201 Mount Vernon Highway & 0 Mount Vernon Highway NE) & RD-27 (Residential Detached, 27,000 square foot minimum lot size) (0 Mount Vernon Highway)
Existing Land Use:	Arlington Memorial Park Cemetery/Mausoleums
Previous Zoning Cases:	Zoning Modification ZM11-005/Concurrent Variance CV11-007 was a modification of the conditions of the previously conditionally approved ZM08-016/CV08-034 and Rezoning Z93-030/Use Permit U93-011/Concurrent Variance V93-049, which was approved with conditions. ZM00-021/Concurrent Variance VC00-062 was also a modification of the conditions of Z93-030 and was approved with conditions. Variance V18-042 was approved with a condition to allow for a ten-foot (10') tall privacy fence. In addition, the City approved Text Amendment TA19-0003, which provides use standards for cemeteries and mausoleums.
Character Area:	Conservation Areas/Parks (201 Mount Vernon Highway & 0 Mount Vernon Highway NE) & Protected Neighborhood (0 Mount Vernon Highway)

PROCESS				
Initial Community Meeting (CMI): January 30, 2020	Second Community Meeting (CMII): March 2, 2020	Planning Commission Hearing: June 17, 2020 (originally scheduled for April 22, 2020) (case deferred on June 17, 2020 to July 22, 2020)	Planning Commission Hearing: July 22, 2020	Mayor and City Council Hearing: October 20, 2020 (originally scheduled for May 19, 2020) (next scheduled for August 18, 2020)



EXISTING AND PROPOSED DEVELOPMENT

Arlington Memorial Park Cemetery/Mausoleum is existing. According to the Arlington website, the first burial there was in 1922.

The three (3) subject parcels which make up Arlington Memorial Park were previously zoned AG-1 (Agricultural District) under the City's old Zoning Ordinance. When the entire City was rezoned in 2017, 201 Mount Vernon Highway & 0 Mount Vernon Highway NE were designated CON (Conservation), and 0 Mount Vernon Highway was designated RD-27 (Residential Detached, 27,000 square foot minimum lot size). In the original Sandy Springs Development Code, adopted in 2017, Cemetery/Mausoleum required a Conditional Use Permit in RD- and was not permitted at all in CON. This was revised in the City's Text Amendment TA19-0003, approved on January 21, 2020, such that Cemetery/Mausoleum requires a Conditional Use Permit in CON as well, and there are enhanced use standards.

The applicant requests a Conditional Use Permit to modify previous conditions from Zoning Modification ZM11-005/Concurrent Variance CV11-007. They wish to revise the previously approved site plan, remove seven (7) previously proposed and approved mausoleums (Buildings B, D, E, F, G, L, and M), remove the timeframe restriction on mausoleum construction of Buildings A, B, and C, and proceed with construction of one (1) previously proposed and approved mausoleum (Building A). Of the total site, the proposed lot coverage is approximately 12%, the landscaping approximately 67%, and undisturbed area approximately 19% of the site.

The following images show the existing conditions of the three (3) subject parcels that make up Arlington Memorial Park.



View of the entrance to Arlington Memorial Park off of Mount Vernon Highway



View of an existing mausoleum building



View of existing cemetery development



View of existing cemetery development and a house beyond



View of existing cemetery property and a pond and houses beyond



View of an existing mausoleum building and cemetery development



View of an existing monument and graves



View of an existing monument



View of the existing maintenance building and fence



View of the existing fence by the maintenance area

The following image shows the existing conditions of Long Island Drive NE, to the north of Arlington, and the view facing south toward Arlington.



View of a house on Long Island Drive NE and the existing fence
by the Arlington maintenance area beyond

(All photographs by Alexandra Horst, March 16, 2020)

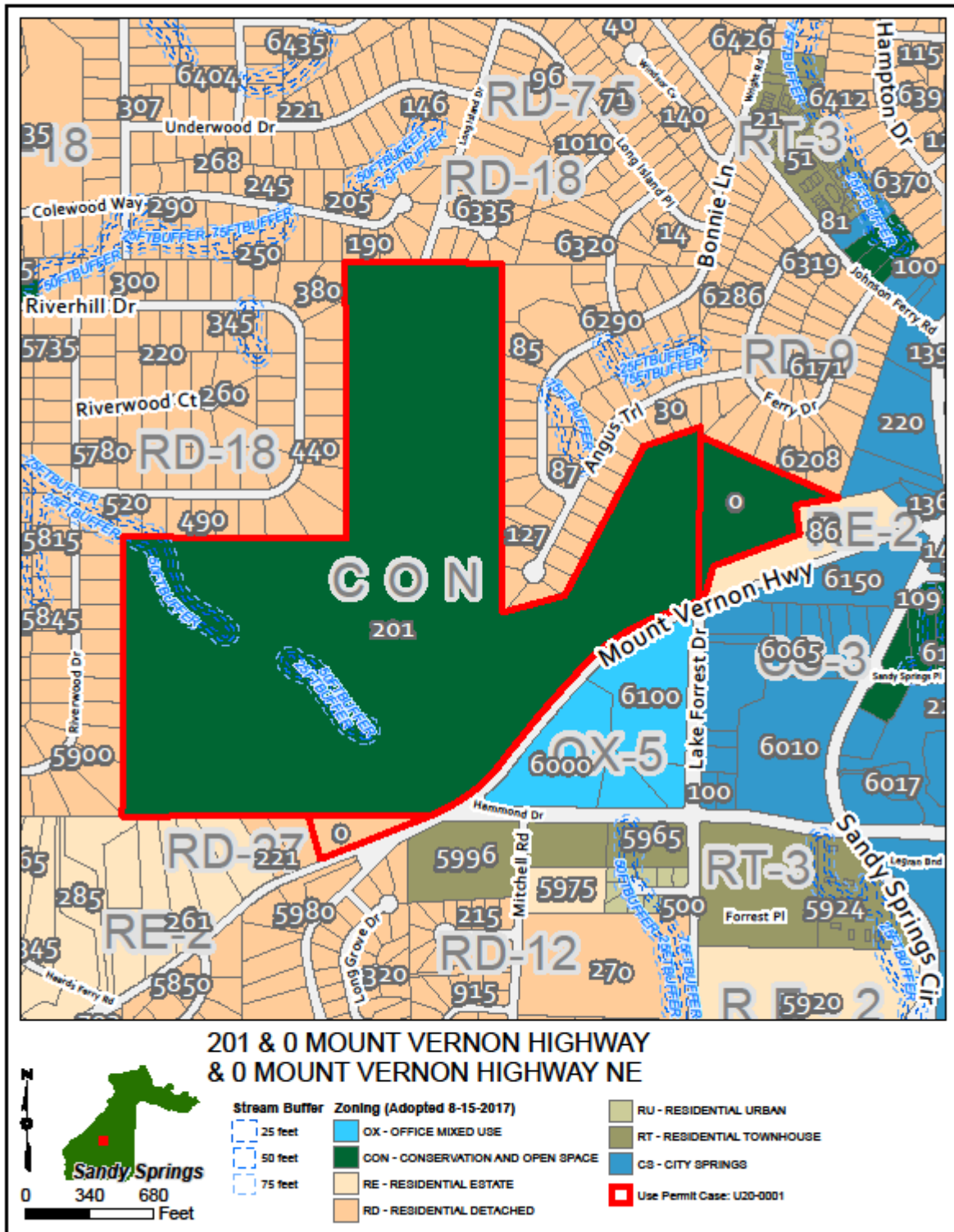
As the request is to modify previous conditions from Zoning Modification ZM11-005/Concurrent Variance CV11-007, Staff recommends that previous conditions that remain relevant be carried over and revised as necessary.

EXISTING ZONING AND LAND USES OF PROPERTY IN THE VICINITY			
Location relative to subject property	Zoning / Land use	Address(es)	Land area (acres) (approximate)
Northwest / North / Northeast	RD-18 / Single unit detached residence	6324 Long Island Drive	0.44
Northwest / North / Northeast / East / Southeast	RD-18 / Single unit detached residence	125 Bonnie Lane	0.41
North / Northeast / East / Southeast / West	RD-18 / Single unit detached residence	100 Angus Trail	0.41
Northeast / East / Southeast	RD-9 / Single unit detached residence	6216 Ferry Drive	0.62
Northeast / East / Southeast / South	RE-2 / Place of worship, Cemetery/Mausoleum	86 Mount Vernon Highway NW	5.77
Northeast / East / Southeast / South / Southwest	OX-5 / Office	6100 Lake Forrest Drive	6.35
Southeast / South / Southwest	RT-3 / Single unit attached residences	5996 Mitchell Road	5.36
South / Southwest	RD-12 / Single unit detached residence	5880 Long Grove Drive	0.34
South / Southwest / West	RD-27 / Single unit detached residence	221 Mount Vernon Highway NW	0.95
South / Southwest / West	RE-2 / Single unit detached residence	251 Mount Vernon Highway	2.00
Southwest / West / Northwest	RD-18 / Single unit detached residence	5870 Riverwood Drive NW	0.69
Southwest / West / Northwest / North / Northeast	RD-18 / Single unit detached residence	480 Riverhill Drive NW	0.61
Southwest / West / Northwest / North / Northeast	RD-18 / Single unit detached residence	420 Riverhill Drive NW	0.70
PROPOSED DEVELOPMENT			
--	CON (201 Mount Vernon Highway & 0 Mount Vernon Highway NE), & RD-27 (0 Mount Vernon Highway) / Cemetery/Mausoleum	201 & 0 Mount Vernon Highway & 0 Mount Vernon Highway NE	122.22

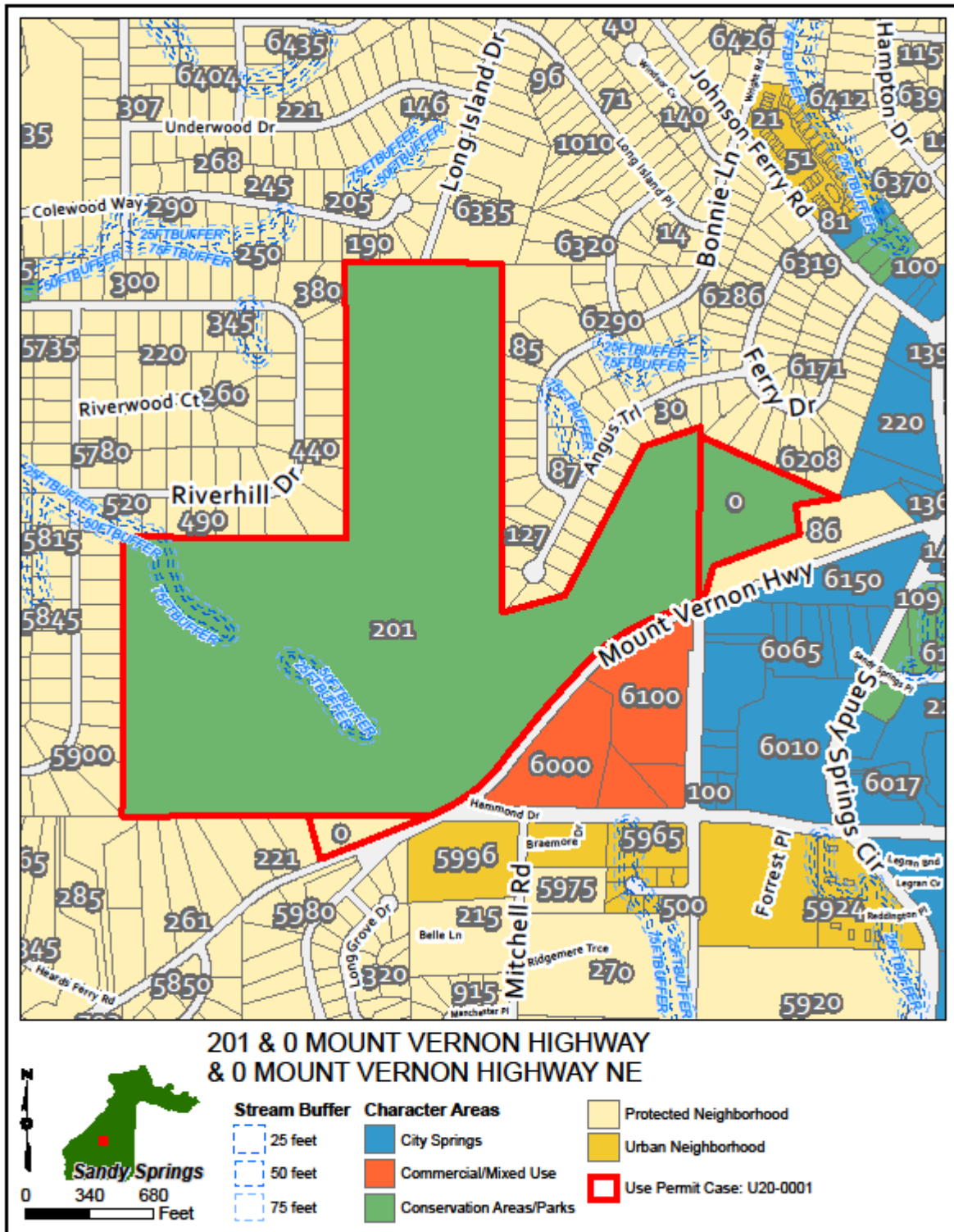
AERIAL IMAGE



ZONING MAP



CHARACTER AREA MAP



CONDITIONAL USE PERMIT CONSIDERATIONS

Per Sec. 11.3.6.D. of the Development Code, the following list of approval criteria for a Conditional Use Permit provides guidance for making decisions on approval:

1. *The use is allowed as a conditional use in the respective zoning district (see Div. 7.2.).*

Finding: Cemetery/Mausoleum requires a Conditional Use Permit in the CON District. Arlington Memorial Park Cemetery/Mausoleum is existing. The applicant requests a Conditional Use Permit to modify previous conditions from ZM11-005/CV11-007.

2. *The use complies with the applicable specific use standard listed in Article 7 without the granting of any Variance.*

Finding: Recreation and Open Space is defined as, “Uses focusing on natural areas consisting mostly of vegetation, passive or active outdoor recreation areas, and having few structures” (Sec. 7.4.2. of the Development Code). Cemetery/Mausoleum within this use category is defined as, “Any land or structure in the City dedicated to and used for interment of human or pet remains. It may be a burial park for earth interments, a mausoleum for vault or crypt interments, a columbarium for storing urns containing human or pet remains, or a combination of one or more of the above” (Sec. 7.4.2.B.). Following are the use standards for Cemetery/Mausoleum and a discussion of the proposed use and applicable standards.

a. *Permitted curb cut access must only be from a major thoroughfare or nonresidential local street, unless in conjunction with a place of worship.*

There are two (2) existing curb cut access points on Mount Vernon Highway, a minor arterial street.

b. *No building may be located within 100 feet of a Protected Neighborhood district used for residential purposes.*

No buildings are proposed to be located within 100 feet of a Protected Neighborhood district used for residential purposes.

c. *Above ground monuments may not be located within 50 feet of any property line.*

No above ground monuments are proposed to be located within 50 feet of any property line.

d. *All other structures, including earth interments, must meet the minimum setbacks or 10 feet, whichever is greater.*

There are no minimum building setbacks in the CON District. No proposed structures are in the ten-foot (10') structure and earth interment setback.

e. *No parking areas may be located within 50 feet of any Protected Neighborhood district used for residential purposes.*

No parking areas are proposed to be located within 50 feet of any Protected Neighborhood district used for residential purposes.

f. *Buildings shall not exceed 35 feet in height.*

At this time, the applicant would like to proceed with construction of one (1) previously proposed and approved mausoleum (Building A), and it demonstrates compliance with the maximum height.

g. Any security lighting shall have a controlled footprint and be screened from adjacent residential areas. The applicant notes that existing security lighting has a controlled footprint and is screened from adjacent residential areas. All proposed security lighting must have a controlled footprint and be screened from adjacent residential areas. h. The maximum lot coverage is determined through the Conditional Use Permit process. The maximum proposed lot coverage is 629,207.95 square feet, or 11.82% of the total site. i. An undisturbed natural vegetative buffer of 25 feet shall be located and maintained along all side and rear lot lines. There is a note on the “Overall Site Plan” that “There are currently burials and above ground monuments in buffers and setbacks, but only in areas developed prior to the 2012 approval. These plots have already been purchased and the time line for burial for these plots is unknown.” The 25-foot undisturbed natural vegetative buffer and buffer lines superseded by the note are located as shown on the “Overall Site Plan.” j. Copies of applicable local, state, and federal permits must be provided to the Department prior to the issuance of a Certificate of Occupancy. Arlington Memorial Park Cemetery/Mausoleum is existing.	3. The use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics. Finding: Arlington Memorial Park Cemetery/Mausoleum is existing. According to the Arlington website, the first burial there was in 1922. The applicant notes that Arlington predates the adjacent uses. The applicant requests a Conditional Use Permit to modify previous conditions from ZM11-005/CV11-007. They wish to revise the previously approved site plan, remove seven (7) previously proposed and approved mausoleums (Buildings B, D, E, F, G, L, and M), remove the timeframe restriction on mausoleum construction of Buildings A, B, and C, and proceed with construction of one (1) previously proposed and approved mausoleum (Building A). The use is compatible with adjacent uses, much of which are single unit detached residences, as shown in the Existing Zoning and Land Uses of Property in the Vicinity table. 4. Any significant adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset. Finding: Arlington Memorial Park Cemetery/Mausoleum is existing. The applicant requests a Conditional Use Permit to modify previous conditions from ZM11-005/CV11-007. They wish to revise the previously approved site plan, remove seven (7) previously proposed and approved mausoleums (Buildings B, D, E, F, G, L, and M), remove the timeframe restriction on mausoleum construction of Buildings A, B, and C, and proceed with construction of one (1) previously proposed and approved mausoleum (Building A). The applicant also submitted an “Aerial Photo of Site with Boundary and Buffers” and a “Perimeter Tree Buffer Enhancement Plan.” 5. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development. Finding: Arlington Memorial Park Cemetery/Mausoleum is existing. The request would not increase the number of children who live in Sandy Springs. The City and other service providers are and will be able to provide sufficient public facilities and services.
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COMMENTS FROM OTHER PARTIES

Sandy Springs Public Works:

- Right-of-way and property should be reserved to realign the project driveway directly across from Long Island Drive at its intersection with Mount Vernon Highway for intersection improvements, such as a modern roundabout. The intersection improvements would address the operational and safety concerns associated with the driveway offset at the intersection.

- The driveway at the intersection of Mount Vernon Highway/Lake Forrest Drive was not reviewed. It was unclear if this driveway is intended to serve as an entrance/exit to the project site. If it is intended to serve as an entrance/exit to the site, Public Works will need to review this location in more detail.

- ZM11-005/CV11-007 condition 4.a., related to dedicating right of way along the entire property frontage to the City of Sandy Springs at no cost, may be removed if the right of way has already been appropriately dedicated.

- ZM11-005/CV11-007 condition 4.b., related to improving the entire property frontage with curb and gutter along Mount Vernon Highway, may be removed if the curb and gutter have been appropriately constructed.

- ZM11-005/CV11-007 condition 4.c., related to providing a deceleration lane for each project entrance, may be removed if the deceleration lane(s) has (have) been appropriately constructed.

Sandy Springs Transportation Engineer:

- Based on the Public Works comments, the owner should be required to commit to the following:

- Work with the Department of Public Works on any future roadway and/or intersection improvement projects deemed necessary by the City of Sandy Springs Department of Public Works in the future. Specifically, agree to work with Public Works regarding Long Island Drive intersection by realigning the cemetery driveway directly across from Long Island Drive and reserving the necessary right-of-way and property to install a modern roundabout at this intersection. This would require that the area to the southwest of the existing driveway be reserved for this potential future City project.
- Provide at no cost to the City along the entire frontage the necessary right-of-way required for any future roadway and/or intersection improvement projects.
- Limit access to the Lake Forrest Drive / Mount Vernon Highway driveway to Emergency Access Only.

Sandy Springs City Engineer:

- Provide as-built surveys and certification of stormwater management facilities located on the subject properties.

- Submit and record Inspection and Maintenance Agreements for all stormwater management facilities with the City.

Sandy Springs Chief Environmental Compliance Officer:

Based on a site visit and familiarity with Arlington Cemetery, it appears that the site is generally in compliance with ZM11-005/CV11-007 condition 3.b. requiring perimeter planting in the Landscape Buffers.

Sandy Springs Arborist:

Public concerns mention tree removals, yet there are none shown on the site plan. Trees within the vicinity of the work should be shown. There appears to be a small area of tree save fence, but the trees should be identified so tree save fencing can be installed in the proper locations.

Sandy Springs Sustainability Manager:

No comment provided.

Sandy Springs Building Official:

No comment provided.

Sandy Springs Fire Marshal:

No comment provided.

MARTA:

No comment provided.

Fulton County Schools:

No comment provided.

Fulton County Board of Health:**EHS Comments**

- If a building is proposed for working or congregating, onsite sanitary facilities will be mandatory prior to use or occupancy.

General Public Health and EJ Comments

- Since this proposed development is not considered an environmentally adverse use, Fulton County Board of Health does not anticipate any adverse impacts to the health of humans or the environment by approving the request for a Conditional Use Permit to allow the existing Cemetery use in the Conservation (CON) District and modify previous conditions.

Fulton County Public Services and Utilities:

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest final finding by the commenter. All projects, if approved, are required to complete the City of Sandy Springs and the Fulton County Plan Review process prior to the commencement of any construction activity.

WATER AND WASTEWATER (SEWER):**WATER**

Anticipated water demand: 100 gallons per day (gpd) per 1,000 square feet (sq. ft.) x 11,500 square feet (Proposed Cemetery building "A") sq. ft. = **1,150** gallons per day (gpd).

This project is within the City of Atlanta water jurisdiction.

SEWER

Basin: Marsh Creek

Treatment Plant: R. L. Sutton (Cobb County)

Anticipated sewer demand: **1,035** gallons per day

There are five (5) sewer manholes within the northern property boundary of the 102.57 acre tract (201 Mount Vernon Highway) (Sewer manholes # SMMA0211500 to # SMMA0211540) along an eight (8)

inch sanitary sewer line located in Land Lot **124**, District **17** that can service the proposed Cemetery building “A”.

Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon application of permits. Please contact the Department of Public Works for more information.

PUBLIC PARTICIPATION

Community Meeting I

There were approximately 23 attendees, including the applicant team and a representative of the Sandy Springs Council of Neighborhoods, at the Initial Community Meeting on January 30, 2020. Questions and topics discussed included the proposed timeframe, trees, fences, detention ponds, and stormwater runoff.

Community Meeting II

There were approximately 18 attendees, including the applicant team, a representative of the Sandy Springs Council of Neighborhoods, and a City Council Member, at the Second Community Meeting on March 2, 2020. The Director of Community Development began the meeting with an update on Fulton County’s work on detention ponds in Arlington Memorial Park Cemetery and the County’s responsibilities, clarifying that this is separate from the applicant’s Conditional Use Permit request. Following that, questions and topics discussed included the request and proposed timeframe, the existing maintenance building and fencing, parking, vegetation, stormwater runoff and drainage, lighting, and cemetery operations.

Correspondence Received

Nine (9) public comments were submitted in writing by property owners, most of whom live adjacent to the subject properties. One (1) of the comments was submitted by the President of Mountaire Springs Neighborhood Association. Comments and concerns stated in the correspondence regard the detention/retention ponds and landscaping, a culvert near a creek, stormwater runoff, work at the cemetery, view of Proposed Community Mausoleums and New Maintenance Building, tree removal, size of the Proposed New Maintenance Building, limits of disturbance, and requests for a fence, preemptive plantings and maintenance of the plantings, limited size and height of the Proposed New Maintenance Building, and a Proposed Community Mausoleum not being located closer to the northern property line than the Existing Maintenance Area is. One (1) of the comments was in opposition to the proposed development, potential Proposed Community Mausoleum height and visibility, and negative impact to the environment and quality of life and mentioned that other nearby property owners also have concerns.

In addition, the photograph shown by a property owner at the Planning Commission Hearing on July 22, 2020 of his view of Arlington Memorial Park Cemetery was provided to Staff following the Hearing.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Approval with Conditions** of **Conditional Use Permit** U20-0001, request for a Conditional Use Permit to modify previous conditions from ZM11-005/CV11-007. As the request is to modify previous conditions from ZM11-005/CV11-007, Staff recommends that previous conditions that remain relevant be carried over and revised as necessary.

Staff recommends **Approval with Conditions** of **Conditional Use Permit** U20-0001, request for a Conditional Use Permit to modify previous conditions from ZM11-005/CV11-007, subject to the following conditions:

1. To the owner's agreement to restrict the use of the subject property to the following:
 - a. A Cemetery and Mausoleums and accessory structures.
 - b. Administrative offices and sales offices incidental to the use described in condition 1.a., for a total gross square footage, including existing structures, not to exceed 7,500 square feet.
 - c. Funeral establishments shall be prohibited.
 - d. The manufacturing of vaults shall be prohibited. Storage of vaults shall be allowed.
2. To the owner's agreement to abide by the following:
 - a. To the “*Overall Site Plan*” received by the City of Sandy Springs Community Development Department on April 29, 2020.
 - b. Any Land Development Permit related to this Conditional Use Permit application shall include providing stormwater management that is compliant with current standards, for the drainage basin containing the proposed development, considering the basin to be fully developed as represented on the Conditional Use Permit “*Overall Site Plan*” received by the Community Development Department on April 29, 2020. Any proposed additional development shall be contingent upon the owner accepting ownership of the pond and holding the City of Sandy Springs harmless for the pond, its operation, and its maintenance by executing Inspection and Maintenance Agreements. Operation and maintenance of stormwater management shall be the responsibility of the property owner. This condition must be fully complied with prior to the issuance of further Development Permits.
 - c. To buffers and landscaping no less than required by Code and/or indicated on the “*Aerial Photo of Site with Boundary and Buffers*” and “*Perimeter Tree Buffer Enhancement Plan*” received by the Community Development Department on May 15, 2020, whichever is greater.
 - d. At least one (1) year prior to the start of construction on the Proposed New Maintenance Building and at least one (1) year prior to the start of construction on the Proposed Community Mausoleum I, the applicant shall submit a landscape screening plan to Staff and, as approved by the City of Sandy Springs Arborist, install evergreen screening plantings at a minimum installed height of eight (8) feet on the north side of those buildings.
 - e. To a maximum lot coverage of 629,207.95 square feet, or 11.82% of the total site.

- f. To a maximum building height for the Proposed New Maintenance Building of 25 feet.
 - g. To a maximum building height for Proposed Community Mausoleums H, I, and J of 25 feet.
 - h. Should there be any conflict between provisions, the stricter provision shall apply.
3. To the owner's agreement to the following site development considerations:
- a. No vehicle traffic shall come within 25 feet of residential property, except along existing paved roadways permitted within the setbacks pursuant to this petition.
 - b. Replant to buffer standards per Div. 8.2. of the Development Code the area between the existing drive and the property line (by the Masonic, Cross, and Monument sections).
 - c. No more than the two (2) existing exits/entrances on Mount Vernon Highway. Curb cut location and alignment are subject to the approval of the City of Sandy Springs City Engineer or Community Development Director and Department of Public Works.
 - d. No access shall be allowed from Long Island Drive where it adjoins the northern property line.
 - e. Provide a setback for graves along Mount Vernon Highway in Area #1 from the right-of way line to the fence line on the east side of the main entrance. On the west side of the main entrance, the setback shall be 60 feet and no graves shall be allowed at the 60- foot setback line and within the area up to the fence.
 - f. Provide a 20-foot side yard setback for graves in Area #4 for a distance of 313 feet.
 - g. Provide a landscape strip along Mount Vernon Highway in Area 1 in varying widths from the fence line to the property line on the east side of the main entrance. In areas where the fence line and property line overlap, a landscape strip shall be planted 3 feet into the right-of-way subject to approval from the Department of Public Works. The City of Sandy Springs will not be responsible for maintaining the landscaping. Should the City need to provide maintenance that eliminates the landscaping, it will not be responsible for restoring the landscaping. The area on the west side of the main entrance shall remain an undisturbed buffer between the angled fence and the property line.
 - h. The applicant shall provide a performance bond to the City of Sandy Springs at the time the landscape plan for Area 1 is approved. Appropriate Inspection and Maintenance Agreements should be drafted to satisfy the City Attorney.
 - i. Provide a landscape strip planted to buffer standards in the following widths shown. Said plantings and specifications shall be subject to the approval of the City of Sandy Springs Arborist.
 - Area #2- Ten (10) feet
 - Area #3- Five (5) feet (along property line labeled for a distance of 340 feet)
 - Area #4- Twenty (20) feet (along property line labeled for a distance of 313 feet)

- j. Provide a five (5)-foot landscape strip planted to buffer standards in Area #3 along property line labeled for a distance of 635 feet.
- k. Demarcate existing and future grave sites along all interior property lines, interior to any required landscape strip, buffer, improvement setback, or tree save area, whichever applies, as follows. The replacement fence will serve as demarcation in Area 1 for existing and future graves along Mount Vernon Highway. Areas 2, 3 and 4 shall be demarcated with 6" x 6" flush markers every 50 feet that are painted and readily identifiable. In undeveloped areas, a four (4)-foot high above ground metal fence post shall be installed every 50 feet with the top of post painted and readily identifiable, subject to the approval of the Community Development Director.
- l. The tree save area shall be demarcated with 6" x 6" flush markers on all corners that are painted and readily identifiable, subject to the approval of the Community Development Director.
- m. Demarcation plan subject to the approval of the Community Development Director shall be maintained in the Arlington Park sales office at all times.
- n. Provide a 35-foot side yard setback for a distance of 213 feet for graves in Area #4 starting beyond the 313 feet.
- o. Provide a tree save area, subject to the approval of the City of Sandy Springs Arborist. A separate map of the tree save area shall be maintained in the Arlington Park sales office at all times.
- p. Plant one (1) row of six (6) plants to be approved by the City of Sandy Springs Arborist behind 430 Riverhill Drive, beginning at the edge of the residents' south property line and running north for a distance of 50 feet, for the purpose of screening. Plantings shall be completed prior to issuance of a Land Disturbance Permit (LDP).
- q. Arlington Cemetery shall maintain the required planted buffers and landscape strips.
- r. To allow the applicant an exemption from the requirements of the Streetscape standards for planting strip, sidewalks, street trees and lighting due to the existence of graves along the majority of the property line along Mount Vernon Highway.
- s. Reserve an area extending 130' from the centerline of Mount Vernon Highway from the vehicular entrance southwest to the property line adjacent to 211 Mount Vernon Highway as future right of way. The reserved area may not include any permanent structures or burial plots.
- t. Prior to each major phase of expansion, construction fencing shall be installed along all clearing limits and inspected by the City of Sandy Springs prior to clearing. Said fencing shall be subject to the approval of the City of Sandy Springs Arborist.
- u. Planting of trees in compliance with the City of Sandy Springs shall be made in buffer areas along the property lines, as practically as possible, to enhance the existing vegetative buffer. Said tree planting plan shall be subject to the approval of the City of Sandy Springs Arborist.

- v. The relocated maintenance building shall be painted a dark or neutral color to limit its visibility from surrounding residential areas.
 - w. Proposed mausoleums located along the eastern property line adjacent to properties fronting Bonnie Lane shall be set back 115 feet. Said mausoleums shall be located consistent with the existing grade of the land in this area.
 - x. All the required natural, undisturbed buffers shall be replanted where sparsely vegetated, subject to the approval of the City of Sandy Springs Arborist.
 - y. In areas immediately adjacent to the stormwater management ponds, the owner shall re-vegetate the buffers along the property lines and will plant trees around the perimeter of the ponds where land clearing activities are required to construct the ponds, as necessary. Areas excluded from the aforementioned re-vegetation include the dam embankments, spillways, areas within the stormwater management ponds, and areas around the ponds needed for maintenance vehicles and access.
4. To the owner's agreement to abide by the following requirements, dedications, and improvements: To work with the City of Sandy Springs Department of Public Works on roadway and intersection improvement projects and provide necessary right-of-way along the entire frontage, at no cost to the City, for the City to perform said projects.
5. To the owner's agreement to abide by the following:
- a. The Owner must provide an as-built certification on the stormwater management system and submit Inspection and Maintenance Agreements on all stormwater management facilities.
 - b. No mausoleums or structures exceeding three (3) feet from finish grade shall be within the 75-foot stream buffer.
 - c. The owner/applicant shall restore the 25-foot stream buffer areas that are currently disturbed and are disturbed as a result from any proposed additional development that is a part of this application. The aforementioned stream buffer areas shall be restored and maintained to riparian standards as regulated.
 - d. To work with the City of Sandy Springs Department of Public Works regarding future roadway and intersection improvement plans.
 - e. To limit access at Lake Forrest Drive / Mount Vernon Highway entrance to Emergency Access Only.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Following review, and based on the findings, Staff recommends **Approval with Conditions** of **Conditional Use Permit** U20-0001, request for a Conditional Use Permit to modify previous conditions from ZM11-005/CV11-007. As the request is to modify previous conditions from ZM11-005/CV11-007, Staff recommends that previous conditions that remain relevant be carried over and revised as necessary. The ~~red~~ strikethrough is proposed to be removed, and the ~~blue~~ text is proposed to be revised/added.

Staff recommends **Approval with Conditions** of **Conditional Use Permit** U20-0001, request for a Conditional Use Permit to modify previous conditions from ZM11-005/CV11-007, subject to the following conditions:

1. To the owner's agreement to restrict the use of the subject property to the following:
 - a. A Cemetery and Mausoleums; and accessory structures ~~(U93-011)~~.
 - b. Administrative offices and sales offices incidental to the use described in condition 1.a., for a total gross square footage, including existing structures, not to exceed 7,500 square feet.
 - c. Funeral establishments shall be prohibited.
 - d. The manufacturing of vaults shall be prohibited. Storage of vaults shall be allowed.
2. To the owner's agreement to abide by the following:
 - a. To the ~~Site Plan~~ *"Overall Site Plan"* received by the ~~Zoning~~ City of Sandy Springs Community Development Department ~~of Community Development~~ on ~~February 3, 2009~~ *December 6, 2011* *April 29, 2020*. ~~and to submit to the Director of Public Works for approval, prior to the approval of a Land Disturbance Permit, a revised Site Plan based on a certified boundary survey of the entire property zoned, incorporating the stipulations of these conditions of zoning approval and meeting or exceeding the requirements of the Zoning Resolution. (ZM08-016)~~
 - b. Any Land Development Permit related to this ~~Zoning Modification~~ *Conditional Use Permit* application ~~(ZM11-005/CV11-007)~~ shall include providing ~~detention~~, *stormwater management that is* compliant with current standards, for the drainage basin containing the proposed development, considering the basin to be fully developed as represented on the ~~Zoning Modification~~ *Conditional Use Permit site-plan* *"Overall Site Plan"* received by the ~~Department of~~ Community Development *Department* on ~~December 6, 2011~~ *April 29, 2020*. Any proposed additional development ~~beyond that currently approved by ZM08-016/CV08-034 and the Phase 1 Improvements as defined in condition 5.m., resulting from approval of this Zoning Modification,~~ shall be contingent upon the owner accepting ownership of the pond and holding the City of Sandy Springs harmless for the pond, its operation, and its maintenance by executing ~~an Indemnification~~ *Inspection and Maintenance* Agreements. Operation and maintenance of ~~detention~~ *stormwater management* shall be the responsibility of the property owner. *This condition must be fully complied with prior to the issuance of further Development Permits.*
 - c. To buffers and landscaping no less than required by Code and/or indicated on the *"Aerial Photo of Site with Boundary and Buffers"* and *"Perimeter Tree Buffer Enhancement Plan"*

received by the Community Development Department on May 15, 2020, whichever is greater.

- d. At least one (1) year prior to the start of construction on the Proposed New Maintenance Building and at least one (1) year prior to the start of construction on the Proposed Community Mausoleum I, the applicant shall submit a landscape screening plan to Staff and, as approved by the City of Sandy Springs Arborist, install evergreen screening plantings at a minimum installed height of eight (8) feet on the north side of those buildings.
- e. To a maximum lot coverage of 629,207.95 square feet, or 11.82% of the total site.
- f. To a maximum building height for the Proposed New Maintenance Building of 25 feet.
- g. To a maximum building height for Proposed Community Mausoleums H, I, and J of 25 feet.
- h. Should there be any conflict between provisions, the stricter provision shall apply.

3. To the owner's agreement to the following site development considerations:

- a. No vehicle traffic shall come within 25 feet of residential property, except along existing paved roadways permitted within the ~~said~~ setbacks pursuant to this petition.
- ~~b. Replant to buffer standards the area between the existing Oak Hill Drive and the north property line. Arlington Memorial Park will replace 17 pines next to the fence line behind 460 Riverhill Drive with 23 holly. Species of holly to be determined by the City of Sandy Springs Arborist. Plantings shall be completed prior to issuance of a Land Disturbance Permit (LDP).~~
- ~~e. b.~~ Replant to buffer standards ~~per Div. 8.2. of the Development Code~~ the area between the existing drive and the property line (by the Masonic, Cross, and Monument sections).
- ~~d. Provide a 50-foot setback for all buildings and above-ground burial structures of every kind, excluding those existing, as shown on the site plan referenced in condition 2.a. except for headstones and identification monuments in Area 2 and the area adjacent to Area 2 identified on the site plan referenced in condition 2.a. (V93-049)~~
- ~~e. c.~~ No more than the two (2) existing exits/entrances on ~~Mt.~~ Mount Vernon Highway. Curb cut location and alignment are subject to the approval of the City of Sandy Springs ~~Traffic~~ City Engineer or Community Development Director and Department of Public Works.
- ~~f. d.~~ No access shall be allowed from Long Island Drive where it adjoins the northern property line.
- ~~g. Replace the existing fence with a new fence along Mount Vernon Highway and angled back on the west side of the main entrance as it currently exists on the property as referenced on the maps showing the surveyed fence location submitted to the Department of Community Development on May 22, 2000. The fence must be located a minimum of 10.5 feet from the back of curb. The new fence shall be composed of black metal. It shall be 6 feet in height, consisting of 3 rail, 2-inch post and 8-foot panels. The fence shall be installed by September 1, 2000.~~

~~h.~~ e. Provide a setback for graves along Mount Vernon Highway in Area #1 from the right-of-way line to the fence line on the east side of the main entrance ~~as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009. (2000VC-0062-NFC-Part 1).~~ On the west side of the main entrance, the setback shall be 60 feet and no graves shall be allowed at the 60-foot setback line and within the area up to the fence ~~as shown on the site plan.~~

~~i.~~ Provide a 10-foot side yard setback for graves in Area #2 as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009. ~~(2000VC-0062-NFC-Part 2)~~

~~j.~~ Provide a 5-foot side yard setback for graves in Area #3 as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009. ~~(2000VC-0062-NFC-Part 3)~~

~~k.~~ Provide a 5-foot rear yard setback for graves in Area #3 as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009. ~~(2000VC-0062-NFC-Part 4)~~

~~l.~~ f. Provide a 20-foot side yard setback for graves in Area #4 for a distance of 313 feet. ~~as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009. (2000VC-0062-NFC-Part 5)~~

~~m.~~ g. Provide a landscape strip along Mount Vernon Highway in Area 1 in varying widths from the fence line to the property line on the east side of the main entrance ~~as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009.~~ In areas where the fence line and property line overlap, a landscape strip shall be planted 3 feet into the right-of-way subject to approval from the Department of Public Works. The City of Sandy Springs will not be responsible for maintaining the landscaping. Should the ~~County~~ City need to provide maintenance that eliminates the landscaping, ~~the City of Sandy Springs~~ it will not be responsible for restoring the landscaping. The area on the west side of the main entrance shall remain an undisturbed buffer between the angled fence and the property line. ~~Landscape strip shall be completed by March 31, 2001. (2000VC-0062-NFC-Part 6)~~

~~n.~~ The landscape plan for Area 1 shall be submitted to the Department of Community Development for review by the City of Sandy Springs no later than August 1, 2000. Planning Staff shall convene a meeting with the City of Sandy Springs Arborist, the applicant and representatives of the community to review the landscape plan within 30 days after approval from the City of Sandy Springs Arborist.

~~o.~~ h. The applicant shall provide a performance bond to the City of Sandy Springs at the time the landscape plan for Area 1 is approved. ~~An appropriate indemnification agreement~~ ~~Appropriate Inspection and Maintenance Agreements~~ should be drafted to satisfy the ~~County~~ City Attorney.

~~p.~~ i. Provide a landscape strip planted to buffer standards in the following widths shown. Said plantings and specifications shall be subject to the approval of the City of Sandy Springs Arborist. ~~(2000VC-0062-NFC-Part 7)~~

Area #2- Ten (10) feet

Area #3- Five (5) feet (along property line labeled for a distance of 340 ~~ft~~ feet)

Area #4- Twenty (20) feet (along property line labeled for a distance of 313 feet)

~~q.~~ j. Provide a ~~five~~ (5)-foot landscape strip planted to buffer standards in Area #3 along property line labeled for a distance of 635 feet. (~~2000VC-0062-NFC-Part-8~~)

~~r. Reduce setbacks to extent necessary to allow existing driveways, paths, buildings and structures to remain.~~

~~s.~~ k. Demarcate existing and future grave sites along all interior property lines, interior to any required landscape strip, buffer, improvement setback, or tree save area, whichever applies, as follows. The replacement fence will serve as demarcation in Area 1 for existing and future graves along Mount Vernon Highway. Areas 2, 3 and 4 ~~as identified on the site plan~~ shall be demarcated with 6" x 6" flush markers every 50 feet that are painted and readily identifiable. In undeveloped areas, a ~~four~~ (4)-foot high above ground metal fence post shall be installed every 50 feet with the top of post painted and readily identifiable, subject to the approval of the ~~Director of~~ Community Development ~~Director~~.

~~t.~~ l. The tree save area ~~as identified on the site plan received by the Department of Community Development on February 3, 2009~~ shall be demarcated with ~~6x6~~ 6" x 6" flush markers on all corners that are painted and readily identifiable, subject to the approval of the ~~Director of~~ Community Development ~~Director~~.

~~u. All demarcation shall be in place no later than March 1, 2009.~~

~~v.~~ m. Demarcation plan subject to the approval of the ~~Director of~~ Community Development ~~Director~~ ~~must be posted within public view no later than March 1, 2009 in the Arlington Park sales office and~~ shall be maintained ~~there~~ in the Arlington Park sales office at all times.

~~w.~~ n. Provide a 35-foot side yard setback for a distance of 213 feet for graves in Area #4 starting beyond the 313 feet ~~referenced in condition t. as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009.~~

~~x.~~ o. Provide a tree save area ~~as shown on Exhibit 1 submitted to the Department of Environment and Community Development on May 31, 2000~~, subject to the approval of the City of Sandy Springs Arborist. A separate map of the tree save area ~~shall be posted within public view no later than September 1, 2000 in the Arlington Park sales office and~~ shall be maintained ~~there~~ in the Arlington Park sales office at all times.

~~y.~~ p. Plant one (1) row of ~~six~~ (6) plants to be approved by the City of Sandy Springs Arborist behind 430 Riverhill Drive, beginning at the edge of the residents' south property line and running north for a distance of 50 feet, ~~for the purpose of screening~~. Plantings shall be completed prior to issuance of a Land Disturbance Permit (LDP).

~~z.~~ q. Arlington Cemetery shall maintain the required planted buffers and landscape strips ~~as conditioned pursuant to zoning modification 2000ZM-0021-NFC and concurrent variances 2000VC-0062-NFC, Parts 1-8.~~

~~aa.~~ r. To allow the applicant an exemption from the requirements of the ~~Urban Overlay District~~ Streetscape standards for planting strip, sidewalks, street trees and lighting due to the

existence of graves along the majority of the property line along ~~Mt.~~ Mount Vernon Highway. (CV08-028).

~~bb.~~ s. Reserve an area extending 130' from the centerline of ~~Mt.~~ Mount Vernon Highway from the vehicular entrance southwest to the property line adjacent to 211 ~~Mt.~~ Mount Vernon Highway as future right of way. The reserved area may not include any permanent structures or burial plots.

~~cc. No above ground monuments will be placed within the 50 foot building setback.~~

~~dd.~~ t. Prior to each major phase of expansion, construction fencing shall be installed along all clearing limits and inspected by the City of Sandy Springs prior to clearing. Said fencing shall be subject to the approval of the City of Sandy Springs Arborist.

~~ee.~~ u. Planting of trees in compliance with the City of Sandy Springs shall be made in buffer areas along the property lines, as practically as possible, to enhance the existing vegetative buffer. Said tree planting plan shall be subject to the approval of the City of Sandy Springs Arborist.

~~ff. Proposed mausoleums shall not exceed 35 feet in height and shall not be located closer than 65 feet to any property line.~~

~~gg. Any security lighting on mausoleums shall have a controlled footprint and be screened from adjacent residential areas.~~

~~hh.~~ v. The relocated maintenance building shall ~~not exceed 35 feet in height, shall not be located closer than 70 feet to the closest property line and~~ be painted a dark or neutral color to limit its visibility from surrounding residential areas.

~~ii. Construction shall not commence on the mausoleums identified as mausoleums A,B and C on the site plan dated January 30, 2009 prior to the date specified for each:~~

~~A. 15 years from the date of approval of this application.~~

~~B. 20 years from the date of approval of this application.~~

~~C. 25 years from the date of approval of this application.~~

~~jj.~~ w. Proposed mausoleums located along the eastern property line adjacent to properties fronting Bonnie Lane shall be set back 115 feet. Said mausoleums shall be located consistent with the existing grade of the land in this area.

~~kk. Variance from Section 109-225.a 1 and 2 of the Stream Buffer Protection Ordinance to reduce the seventy-five (75) foot buffer and setback requirements (50 foot undisturbed natural buffer and 25 foot impervious surface setback) to the extent necessary to allow for existing and proposed improvements in accordance with the site plan and letter of intent received by the Department of Community Development on December 6, 2012 (CV11-007).~~

~~ll.~~ x. All the required natural, undisturbed buffers shall be replanted where sparsely vegetated, subject to the approval of the City of Sandy Springs Arborist.

~~mm.~~ y. In the areas immediately adjacent to the detention stormwater management ponds, the owner shall re-vegetate the buffers along the property lines and will plant trees around the perimeter of the ponds where land clearing activities are required to construct the ponds, as necessary. Areas excluded from the aforementioned re-vegetation include the dam embankments, spillways, areas within the detention stormwater management ponds, and areas around the ponds needed for maintenance vehicles and access.

4. To the owner's agreement to abide by the following requirements, dedications, and improvements: To work with the City of Sandy Springs Department of Public Works on roadway and intersection improvement projects and provide necessary right-of-way along the entire frontage, at no cost to the City, for the City to perform said projects.

~~a. Dedicate at no cost to the City of Sandy Springs along the entire property frontage, prior to the approval of a Land Disturbance Permit, sufficient land as necessary to provide at no cost to the City of Sandy Springs such additional right of way as may be required to provide at least 10.5 feet of right of way from the back of curb of all abutting road improvements, as well as allow the necessary construction easements while the rights of way are being improved.~~

~~b. Improve Mount Vernon Highway along the entire property frontage with curb and gutter per City of Sandy Springs standards.~~

~~c. Provide a deceleration lane for each project entrance or as may be approved by the City of Sandy Springs Engineer.~~

5. To the owner's agreement to abide by the following:

~~a. To contact the Director of Public Works, prior to the application for a Land Disturbance Permit, to arrange with the County Arborist an on-site evaluation of existing specimen trees/stands, buffers, and tree protection zones within the property boundaries.~~

~~b. To maintain as a minimum, the tree density requirements as prescribed by the City of Sandy Springs Tree Preservation Ordinance Administrative Guidelines, either through the retention of existing trees, or tree replacement in perpetuity.~~

~~c. Analyze the downstream effect from stormwater management structures and the development, hydrologic-hydraulic engineering studies shall extend downstream to a point where development represents less than 10% of the total watershed at this point.~~

~~d. Evaluate the downstream ditch stability and bank erosion protection potential of existing downstream conveyance system. Provide all necessary documentation to the Department of Public Works at construction drawing phase.~~

~~e. Provide downstream analysis of the flood discharge timing effect on the existing conveyance systems due to each storm frequency.~~

~~f. All natural streams within the limit of project must be stable and be expected to remain stable under ultimate development or provide appropriate erosion protection for the streams subject to the approval of the Department of Public Works.~~

- ~~g. The design discharge at the outlet of drainage system shall not result in velocities that equal/exceed the erosive velocity or the existing velocity of the receiving channel/draw, unless dissipation and erosion protection measures are placed at the outlet. Provide Public Works with documentation.~~
- ~~h. Detention must be provided subject to the approval of Public Works.~~
- ~~i. To contact the Drainage Basin Engineer prior to any application for a Land Disturbance Permit, subsequent to this petition, to arrange an on-site visit evaluation as to the location, stormwater discharge path of detention stormwater management pond and other downstream constraints.~~
- ~~j. Lots should generally be graded in such a manner that the surface runoff does not affect downstream lots or flow through lots shall be collected and conveyed in appropriate storm drainage system. (Provide documentation at the construction drawing phase and subject to the approval of Public Works.~~
- ~~k. Conditions c, d, e, f, and g are subject to the approval of the Drainage Engineer.~~
- ~~l. At such time as work begins on the Phase 1 Improvements, as defined below in condition 5.m., dirt generated by cemetery operations will be placed in the stockpile areas identified as the "Phase 1 Improvements" on the Grading & Drainage Detention Pond Plans received by the Department of Community Development on February 10, 2012, which will contain erosion protection that is compliant with all Federal, State, and Local laws and regulations.~~
- ~~n. a. Owner's obligation to begin implementation of the improvements detailed in the November 1, 2011 Master Hydrology Report by Prime Engineering and identified as the "Phase 1 Improvements" on the plans, attached hereto "Grading & Drainage Detention Pond," numbered C-201.1 and C-201.2, and received by the Department of Community Development on February 10, 2012 (the "Phase 1 Improvements"), are conditioned on the issuance of all permits and approvals from any relevant agency needed for such implementation. These include, without limitation, issuance of any variances and permits from federal agencies including the Army Corps of Engineers, any state agencies including the Environmental Protection Division and the Georgia Soil and Water Conservation Commission, Fulton County agencies, and the City of Sandy Springs (collectively, the "Agencies"). The City agrees that it will be the named party and applicant requesting approval from the Agencies, such request to be based on Phase 1 Improvement Plans to be provided to the City by the Owner. The Owner's responsibilities shall include and be limited to preparation of the Phase 1 drainage, grading and erosion and sedimentation control plans for the Phase 1 Improvements and payment of application fees and permit fees specific to those plans and the Phase 1 Improvements. The Owner will cooperate promptly and as necessary with any requests specific to those plans made of the City by the Agencies and will pay any fees required in that process. Owner shall begin implementation of the Phase 1 Improvements within 90 days after issuance of all necessary approvals for the Phase 1 Improvements. Owner's obligation to implement the Phase 1 Improvements is further conditioned on receipt of a construction easement from Fulton County to allow implementation of the Phase 1 Improvements. Upon completion and final approval by the Agencies of the Phase 1 Improvements, the Owner shall execute the Indemnification and Maintenance Agreement for Detention Ponds with the City of Sandy Springs and accept a quitclaim deed from Fulton County releasing the County's interest and responsibility to the Owner for maintenance of the County Detention Basin identified as Basin #1 in the master~~

~~hydrology report and drainage plans.~~ The Owner must provide an as-built certification on the stormwater management system and submit Inspection and Maintenance Agreements on all stormwater management facilities.

~~o.~~ b. No mausoleums or structures exceeding three (3) feet from finish grade shall be within the 75-foot stream buffer ~~as shown on the site plan received by the Department of Community Development on December 6, 2012.~~

~~p.~~ c. The owner/applicant shall restore the 25-foot stream buffer areas that are currently disturbed and are disturbed as a result from any proposed additional development that is a part of this application ~~(ZM11-005/CV11-007)~~. The aforementioned stream buffer areas shall be restored and maintained to riparian standards as regulated.

d. To work with the City of Sandy Springs Department of Public Works regarding future roadway and intersection improvement plans.

e. To limit access at Lake Forrest Drive / Mount Vernon Highway entrance to Emergency Access Only.

FEB 27 2020



SANDY SPRINGS™

GEORGIA

City of Sandy Springs

Community Development

Case No.: V20-0001Planner's initials: AH

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 0, 0 and 201 Mount Vernon Hwy., NE <u>201+0 Mount Vernon Hwy. & 0 Mount Vernon Hwy. NE</u>	
	Parcel Tax ID(s): 17 0124 LL0154; 17 0123 LL1187; and 17 0089 LL0116	
	Total acreage: 102.57 acres	Council District: 3
	Current zoning: Conservation and Open Space	Current use: Cemetery
	Character Area: Conservation Area/Park	

APPLICATION	Purpose of the application:	
	Check all that apply:	
	☐ Zoning Map Amendment (Rezoning)	☒ Conditional Use Permit
	Detailed request: Conditional use request to accommodate the alteration of the site plan approved as a part of the original conditional use approval for the site in Z93-030 and ZM08-016/CV08-034 and to eliminate certain conditions from the original approval as indicated in the redline of said approved conditions enclosed herein.	
	Petitioner: Executive Equities Inc., d/b/a Arlington Memorial Park <u>(contact: Chad Eubanks)</u>	
	Petitioner's address: 0, 201 Mt. Vernon Hwy., NE, and 0 Mt. Vernon Hwy. Sandy Springs, Georgia 30328 <u>201+0 Mount Vernon Hwy. & 0 Mount Vernon Hwy. NE</u>	
	Phone: 404-255-0750	Email: chad.eubanks@dignitymemorial.com

OWNER	Property owner: Same as Applicant	
	Owner's address:	
	Phone: 404-255-0750	
	Email: chad.eubanks@dignitymemorial.com	
	Signature (authorizing initiation of the process): <u>[Signature]</u>	
If the property is under contract, provide a copy of the contract		

- TO BE FILLED OUT BY P&Z STAFF -

Pre-Application Meeting date: <u>1/7/2020</u>	Anticipated application date: <u>2/4/2020</u>
CMI date, time, and location: <u>1/30/2020 at 6 PM at Arlington's sandy springs chapel</u>	
ADDITIONAL INFORMATION NEEDED:	
SUBMITTAL ITEMS WAIVED BY DIRECTOR:	

Horst, Alexandra

From: Kalyn Keeney, PE, LEED AP, BD+C <kkeeney@prime-eng.com>
Sent: Monday, March 23, 2020 10:07 AM
To: Horst, Alexandra; Carl Westmoreland; Henry A. Bailey; Eubanks, Chad
Cc: Anspach, Matthew; Sottile, Ginger
Subject: RE: U20-0001 (Arlington Cemetery)

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

Alexandra,

Fulton County does not own property at Arlington. There are two stormwater easements that were dedicated to them by the Cemetery back in the 1980s. The cemetery still owns this property which is why nothing would show up on the Tax Assessors Website.

Regards,

Kalyn Keeney, PE, LEED AP, BD+C

Project Manager
Prime Engineering, Inc.
3715 Northside Parkway, NW
Building 300, Suite 200
Atlanta, GA 30327

404-425-7100 Main
404-425-7145 Direct
404-425-7101 Fax
kkeeney@prime-eng.com
www.prime-eng.com

PRIME
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INCORPORATED®

From: Henry A. Bailey <hbailey@mmmlaw.com>

Sent: Monday, March 23, 2020 11:59 AM

To: Horst, Alexandra <AHorst@SandySpringsga.gov>; Carl Westmoreland <CWestmoreland@mmmlaw.com>; Eubanks, Chad <Chad.Eubanks@Dignitymemorial.com>; Kalyn Keeney, PE, LEED AP, BD+C <kkeeney@prime-eng.com>

Cc: Anspach, Matthew <MAnspace@SandySpringsga.gov>; Sottile, Ginger <GSottile@SandySpringsga.gov>

Subject: RE: U20-0001 (Arlington Cemetery) [MMM-mmmdms1.28266.135345]

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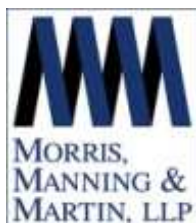
Hi Alexandra – the correct acreage is 122.2214 based on our title survey – all calculations included in the application were based on this number. It does not appear that the information on the Fulton County is correct regarding acreage.

Also, E O Corp. is an affiliate of Executive Equities Inc. and are all under one parent company. Let me know if you need anything further on this.

The project information sheet that reflects the acreage above is also attached.

Please let me know if you need additional information.

Henry



Henry A. Bailey
Associate

Direct: 404-504-5446
hbailey@mmmlaw.com
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, GA 30326

mmmlaw.com

FEB 27 2020

City of Sandy Springs
Community Development
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 GEORGIA

 Case No.: V20-0001
 Planner's initials: AH

APPLICATION FORM

APPLICATION	Purpose of the application:
	Check all that apply: ☐ Zoning Map Amendment (Rezoning) ☒ Conditional Use Permit
	Detailed request: Conditional use request to accommodate the alteration of the site plan approved a part of the original conditional use approval for the site in Z93-030 and ZM08-016/CV08-034 and to eliminate certain conditions from the original approval as indicated in the redline of said approved conditions enclosed herein.

COMMUNITY MEETING 1 REPORT	Date and location of CMI: January 30, 2020; 136 Mt. Vernon Highway, Sandy Springs GA 30328
	Beginning time: 6:00 PM End time: 6:45 PM
	Summary of concerns discussed: General questions about the timing of future improvements along with questions regarding trees and fences along specific property lines. All concerns were addressed by Mr. Chad Eubanks at the meeting.
	Does the application address the concerns discussed at the CMI? ☐ Yes ☒ No
	Explain: There is not any way for the application to address the questions asked at the meeting.

- TO BE FILLED OUT BY P&Z STAFF -

Application date: <u>2/4/2020</u>	Tentative Planning Commission date: <u>4/22/2020</u>
CMI date and time: <u>3/2/2020, 6 PM</u>	Tentative Mayor and City Council date: <u>5/19/2020</u>
OFFICIAL REQUEST (FOR PUBLICATION):	
Request for a Conditional Use Permit to allow the existing cemetery use in the conservation (CON) District & modify previous conditions from ZM11-005/CV11-007	



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AUTHORIZATION FORM – PART I

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

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.	
Owner's name: Executive Equities INC. d/b/a Arlington Memorial Cemetery	Sworn and subscribed before me this 29 th day of January 20 20 Notary public: Seal: Commission expires: 8/8/2023
Address: 201 Mount Vernon Hwy	
City, State, Zip Code: Sandy Springs, Georgia 30328	
Email address: CHAD.EUBANKS@IDENTITYMEMORIAL.COM	
Phone number: (770) 833-5988	
Owner's signature: 	

B- If the applicant is *not* the current owner of the subject property:

Fill out the following section, check the appropriate statement and have it notarized.

Applicant states under oath that:	
☐ He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or ☐ He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or ☐ He/she has an estate of years which permits the applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name:	Sworn and subscribed before me this _____ th day of _____ 20 ____ Notary public: Seal: Commission expires:
Company name:	
Address:	
City, State, Zip Code:	
Email address:	
Phone number:	
Applicant's signature:	



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AUTHORIZATION FORM – PART II

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City of Sandy Springs
Community Development

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

Agent's name: Carl Westmoreland or Henry Bailey
Company: Morris, Manning & Martin, LLP
Address: 3343 Peachtree Road, NE, Suite 1600
City, State, Zip Code: Atlanta, Georgia 30326
Email address: hbailey@mmmlaw.com or cwestmoreland@mmmlaw.com
Phone number: 404-233-7009
Agent's signature: 
Applicant's signature:

Sworn and subscribed before me this
<u>4</u> th day of <u>February</u> 20 <u>20</u>
Notary public:
<u>Cynthia M. Jordan</u>
Seal:

Commission expires: <u>May 10, 2022</u>



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City of Sandy Springs
Community Development

DISCLOSURE OF CONTRIBUTION FORM

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

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

N/A

Campaign Contributions:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more
N/A			

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

Name: CHAD EUBANKS
Signature:  Date: 01/29/2020

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



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FEB 27 2020

City of Sandy Springs
Community Development

DISCLOSURE OF CONTRIBUTION FORM

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

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

Campaign Contributions:

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

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

Name: <i>Carl Westmoreland</i>
Signature: <i>[Signature]</i> Date: <i>2/5/20</i>

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

RECEIVED
02/06/2020
9:47:46 AM



Conditional Use Permit Application
201 Mount Vernon Highway
Letter of Intent and Analysis

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Louisa Tovar
Revised Letter of Intent 2.6.20 - Copy.pdf

This conditional use application is filed to allow for the continuation of an existing cemetery and mausoleum use at 201 Mount Vernon Highway that is known as Arlington Memorial Cemetery (the "Cemetery"). Arlington received a CUP in 2012 when the property was zoned AG-1. When the City adopted new city-wide zoning districts a couple of years ago, the property was zoned to the Conservation District, which did not permit cemeteries. A recent text amendment removed that prohibition and therefore this application is being filed to allow continuation of the cemetery as a legal use. This application continues the conditions from the 2012 CUP, with the exception of deleting items which have been completed or are addressed in the new ordinance. There is a new site plan which deletes seven of the previously proposed mausoleum buildings, and condition 3.ii. in which established dates for the construction of the mausoleums is deleted. There are 26 employees at the Cemetery. The Cemetery is operational daily from the hours of 8:00AM to 5:00PM.

1. The use is allowed as a Conditional Use in the respective zoning district (see Div. 7.2).

Cemetery/Mausoleum uses are a conditional use in the Conservation and Open Space Zoning district.

2. The use complies with the applicable specific use standard listed in Div. 7.2., if any, without the granting of any variance.

The use complies with applicable specific use standards listed in Div. 7.2 based on prior zoning and prior conditional use approval and as indicated below.

Use Standards

- a. Permitted curb cut access must only be from a major thoroughfare or nonresidential local street, unless in conjunction with a place of worship.

The existing access is provided from Mt. Vernon Highway as indicated on the site plan enclosed herein.

- b. No building may be located within 100 feet of a Protected Neighborhood district used for residential purposes.

No building is located within 100 feet of any Protected Neighborhood used for residential purposes as indicated on the site plan enclosed herein.

- c. Above ground monuments may not be located within 50 feet of any property line.

No above ground monuments are located within 50 feet of any property line as indicated on the site plan enclosed herein.

- d. All other structures, including earth interments, must meet the minimum setbacks or 10 feet, whichever is greater.

All minimum setbacks are satisfied as shown on the site plan enclosed herein.

- e. No parking areas may be located within 50 feet of any Protected Neighborhood district used for residential purposes.

No parking areas are located within 50 feet of any Protected Neighborhood district used for residential purposes.

- f. Buildings shall not exceed 35 feet in height.

Any new proposed buildings will comply with this requirement.

- g. Any security lighting shall have a controlled footprint and be screened from adjacent residential areas.

All existing security lighting on the site complies with this requirement as will any security lighting that may be added in the future.

- h. The maximum lot coverage is determined through the Conditional Use Permit process.

Maximum proposed lot coverages are indicated in a table on the site plan enclosed herein.

- i. An undisturbed natural vegetative buffer of 25 feet shall be located and maintained along all side and rear lot lines.

The use complies with this requirement as indicated on the site plan enclosed herein.

- j. Copies of applicable local, state, and federal permits must be provided to the Department prior to the issuance of a Certificate of Occupancy.

The use is already existing at the site and such copies have been provided previously.

In accordance with the foregoing, no variances are necessary for the granting of the conditional use permit sought by this application.

3. The use is compatible with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.

The use is an existing Cemetery with mausoleums that, to the extent possible, is compatible with the adjacent uses, all of which the cemetery predates. The majority of the adjacent uses are single family residential. Sandy Springs United Methodist Church along with their cemetery is also an adjacent use located to the east of the property. Across Mt. Vernon Highway to the south includes a mix of uses that includes medical office buildings and additional residential. The design of the site capitalizes on the property's over 100 acres of natural terrain with existing vegetation and vegetated buffers along much of the perimeter. Regarding hours of operation and operating characteristics, nothing about

the use of the property is intensive and no changes are proposed by this application. Funerals occur during normal business hours and are contained within the boundaries of the property.

4. Any significant adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset.

There are no significant adverse impacts resulting from the use of the property. Any potential traffic generated by the use is not unlike traffic generated by any other funeral procession. To the extent possible, any traffic generated by funeral processions at the site is mitigated by the ability to contain the entirety of funeral processions within the property. In other words, no intentional stacking or parking of cars as part of any funeral procession will be done in the public right-of-way.

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

The City and service providers currently provide sufficient facilities and services to this site. There is no expectation that an increase in level of service is warranted due to the current conditional use permit application.

ARLINGTON MEMORIAL PARK

Legal Description.

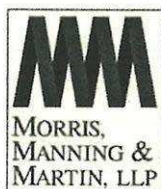
All that tract or parcel of land lying and being in Land Lots 89, 123, and 124 of the 17th District, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a 3/4 inch crimped-top pipe on the east line of land lot 124 located on a bearing of South 0°29'04" West, a distance of 859 feet from the northeast corner of Land Lot 124 and being the POINT OF BEGINNING; thence South 00°25'42" West, a distance of 41.05 feet along said land lot line to a 3/4 inch crimped-top pipe; thence South 66°48'08" East, a distance of 811.63 feet to a 3/4 inch crimped-top pipe; thence South 73°50'24" West, a distance of 245.19 feet to a 1/2 inch rebar; thence South 07°30'04" East, a distance of 148.39 feet to a 1/2 inch rebar; thence South 69°13'33" West, a distance of 478.48 feet to a 1/2 inch rebar; thence South 17°10'55" West, a distance of 176.10 feet to a 1/2 inch rebar on the northern right-of-way of Mount Vernon Highway; thence along the northern, northwestern and northern right-of-way of Mount Vernon Highway the following 9 courses and distances; South 67°06'52" West, a distance of 303.86 feet to a point; along the arc of a curve to the left an arc distance of 471.66 feet to a 1/2 inch rebar, (said arc being subtended by a chord bearing of South 54°26'52" West, having a chord distance of 467.83, and a radius of 1066.74 feet); South 41°46'52" West, a distance of 199.71 feet to a 1/2 inch rebar; along the arc of a curve to the left an arc distance of 132.00 feet to a 1/2 inch rebar (said arc being subtended by a chord bearing South 40°28'21" West, having a chord distance of 131.99 feet, and a radius of 2889.79 feet); thence South 39°09'50" West a distance of 324.57 feet a 1/2 inch rebar; along the arc of a curve to the right an arc distance of 358.18 feet to a 1/2 inch rebar(said arc being subtended by a chord bearing of South 52°05'43" West, having a chord distance of 355.15, and a radius of 793.51 feet); South 65°01'36" West, a distance of 151.10 feet to a 1/2 inch rebar; along the arc of a curve to the right an arc distance of 143.12 feet to a 1/2 inch rebar(said arc having a chord bearing of South 66°28'14" West, a chord distance of 143.10 feet and a radius of 2839.79 feet); South 67°54'51" West a distance of 413.06 feet to a 1/2 inch rebar; thence leaving said right-of-way North 13°46'41" West, a distance of 210.66 feet to a 1/2 inch rebar located on the south line of Land Lot 124; thence North 89°51'17" West, a distance of 1024.88 feet along said land lot line, to a Nail in a Rock located at the common corner of Land Lots 123, 124, 133 and 132; thence North 00°09'05" East, a distance of 1497.53 feet along the west line of Land Lot 124 to a 1/2 inch rebar ; thence South 89°40'30" East, a distance of 1173.05 feet a 1/2 inch open-top pipe; thence North 00°08'59" East, a distance of 1473.81 feet to a 5/8 inch crimped-top pipe located on the north line of Land lot 124; thence South 89°08'40" East, a distance of 833.15 feet along said land lot line to a 1/2 inch rebar; thence South 00°16'37" East, a distance of 1859.08 feet to a 3/4 inch open-top pipe; thence North 73°55'43" East, a distance of 339.81 feet to a 1/2 inch rebar; thence North 27°17'42" East, a distance of 902.83 feet to a 5/8 inch open-top pipe; thence North 70°52'55" East, a distance of 314.19 feet to a 3/4 inch crimped-top pipe located on the east line of Land Lot 124 and the POINT OF BEGINNING, said tract containing 122.2215 Acres, more or less as shown on Title Exception Survey prepared for Arlington Memorial Park, Clark & Green Architecture & Design, & Service Corporation International (SCI) of Arlington Memorial Park prepared by Prime Engineering Incorporated and bearing the seal of Byron D. Henning, Georgia RLS No. 1909, dated July 29, 2008.

REC'D

FEB 04 2020

City of Sandy Springs
Community Development



FEB 04 2020

City of Sandy Springs
Community Development
Carl E. Westmoreland, Jr.
404-504-7799
cwestmoreland@mmmlaw.com
www.mmmlaw.com

January 31, 2020

VIA HAND DELIVERY

Ms. Louisa Tovar
Planner I / CDBG Coordinator
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

Re: Arlington Memorial Park – U20-0001

Dear Louisa:

This will summarize the CM1 meeting which was held yesterday at Arlington's Sandy Springs Chapel located at 136 Mt. Vernon Highway. The meeting began at 6:00 p.m. and concluded around 6:45 p.m. although certain individual members of the public stayed to speak with representatives of the applicant until approximately 7:15. The sign-in sheets for those who attended are attached.

There were general questions about the timing of future improvements at Arlington, to which Chad Eubanks responded. We explained that only improvements shown on the plan could be constructed, regardless of timing. There were also several questions about trees and fences specific property lines. Mr. Eubanks discussed those with individuals and we said to let us know if there are specific issues which can be discussed individually in the next several weeks.

The majority of the questions involved work done on the two detention ponds which are owned by Fulton County and were reconstructed in the last several years. More specifically, there was concern over the amount of trees removed for that work both around the ponds and for installation of pipes. I offered to speak with the City attorney in an attempt to find out whether the County had to do more work and whom at the County the neighbors could contact.

Please let me know if you need anything further.

Sincerely Yours,

Carl E. Westmoreland

CEW/jsl
Enclosure

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04 2020

City of Sandy Springs
Community Development

Public Participation Meeting
January 30, 2020; 6:00 p.m.
Sign-in Sheet

U20-001
Arlington Cemetery
Mt. Vernon Highway

Name	Address	Email Address
Erin Nations	[REDACTED]	[REDACTED]
Lovise Tovar	N/A	Lovise.Tovar@sandy-springs.ga.gov
Davina Collins	[REDACTED]	[REDACTED]
KALYN KEENEY	[REDACTED]	KEENEY@PRIME-ENG.COM
Laura Shainker	[REDACTED]	[REDACTED]
Mary White	[REDACTED]	[REDACTED]
Ronda Smith	[REDACTED]	president@sandy-springs-council.org
Brooke Brown	[REDACTED]	[REDACTED]
Terry Green/Hudson	[REDACTED]	[REDACTED]
Melanie Spry	[REDACTED]	[REDACTED]
Meg Straley	[REDACTED]	[REDACTED]
Ed Little	[REDACTED]	[REDACTED]
Curtis Spry	[REDACTED]	[REDACTED]

Public Participation Meeting
January 30, 2020; 6:00 p.m.
Sign-in Sheet

RECEIVED

FEB 04 2020

City of Sandy Springs
Community Development

U20-001
Arlington Cemetery
Mt. Vernon Highway

Name	Address	Email Address
Tudy & Tim Wold		
Jan Bayer		
Janet Beerman		
Nancy Pohl		
GARY LOTNER MD		
Isabel Gulden		
George Northrup		
Lucy Seid		

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02/06/2020

9:52:35 AM

louisa.tovar

Proposed Redline Conditions 2.6.20.pdf



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February 22, 2012

Carl Westmoreland
1075 Peachtree Street, N.E.
Suite 2500
Atlanta, GA 30309

Subject: **Approval of Zoning Modification** – ZM11-005/CV11-007 201 Mount Vernon Highway

Dear Mr. Westmoreland:

Please be advised, the City of Sandy Springs Mayor and City Council approved the modification of the conditions of Z93-030 and ZM08-016/CV08-034, with regard to the above referenced property currently zoned AG-1 (Agricultural District). Zoning modification petition ZM11-005/CV11-007 was approved by the Mayor and City Council at the February 21, 2012 hearing, subject to the following conditions:

1. To the owner's agreement to restrict the use of the subject property to the following:

- a. A Cemetery and Mausoleums, and accessory structures (U93-011).
- b. Administrative offices and sales offices incidental to the use described in condition 1.a., for a total gross square footage, including existing structures, not to exceed 7,500 square feet.
- c. Funeral establishments shall be prohibited.
- d. The manufacturing of vaults shall be prohibited. Storage of vaults shall be allowed.

2. To the owner's agreement to abide by the following:

- a. To the Site Plan received by the Zoning Department of Community Development on ~~February 3, 2009~~ ~~December 6, 2011~~ February 6, 2020 and to submit to the Director of Public Works for approval, prior to the approval of a Land Disturbance Permit, a revised Site Plan based on a certified boundary survey of the entire property zoned, incorporating the stipulations of these conditions of zoning approval and meeting or exceeding the requirements of the Zoning Resolution. (ZM08-016)
- b. Any Land Development Permit related to this Zoning Modification application (ZM11-005/CV11-007) shall include providing detention, compliant with current standards, for the drainage basin containing the proposed development, considering the basin to be fully developed as represented on the Zoning Modification site plan received by the Department of Community Development on December 6, 2011. ~~Any proposed~~

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~~additional development beyond that currently approved by ZM08-016/CV08-034 and the Phase 1 Improvements as defined in condition 5.m., resulting from approval of this Zoning Modification, shall be contingent upon the owner accepting ownership of the pond and holding the City of Sandy Springs harmless for the pond, its operation, and its maintenance by executing an Indemnification Agreement. Operation and maintenance of detention shall be the responsibility of the property owner.~~

3. To the owner's agreement to the following site development considerations:

- a. No vehicle traffic shall come within 25 feet of residential property, except along existing paved roadways permitted within the said setback pursuant to this petition.
- b. Replant to buffer standards the area between the existing Oak Hill Drive and the north property line. Arlington Memorial Park will replace 17 pines next to the fence line behind 460 Riverhill Drive with 23 holly. Species of holly to be determined by the City of Sandy Springs Arborist. Plantings shall be completed prior to issuance of a Land Disturbance Permit (LDP).
- c. Replant to buffer standards the area between the existing drive and the property line (by the Masonic, Cross, and Monument sections).

~~d. Provide a 50-foot setback for all buildings and above-ground burial structures of every kind, excluding those existing, as shown on the site plan referenced in condition 2.a. except for headstones and identification monuments in Area 2 and the area adjacent to Area 2 identified on the site plan referenced in condition 2.a. (V93-049) Note: This is now governed by the Text Amendment item 7.4.2.B(2)(b)~~

e.d. No more than the two existing exits/entrances on Mt. Vernon Highway. Curb cut location and alignment are subject to the approval of the City of Sandy Springs Traffic Engineer.

f.e. No access shall be allowed from Long Island Drive where it adjoins the northern property line.

~~g. Replace the existing fence with a new fence along Mount Vernon Highway and angled back on the west side of the main entrance as it currently exists on the property as referenced on the maps showing the surveyed fence location submitted to the Department of Community Development on May 22, 2000. The fence must be located a minimum of 10.5 feet from the back of curb. The new fence shall be composed of black metal. It shall be 6 feet in height, consisting of 3 rail, 2 inch post and 8-foot panels. The fence shall be installed by September 1, 2000.~~

h.f. Provide a setback for graves along Mount Vernon Highway in Area #1 from the right-of way line to the fence line on the east side of the main entrance as shown on the

revised site plan submitted to the Department of Community Development on February 3, 2009.(2000VC-0062 NFC-Part 1). On the west side of the main entrance, the setback shall be 60 feet and no graves shall be allowed at the 60- foot setback line and within the area up to the fence as shown on the site plan.

~~i.g.~~ Provide a 10-foot side yard setback for graves in Area #2 as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009. (2000VC-0062 NFC-Part 2)

~~j.h.~~ Provide a 5-foot side yard setback for graves in Area #3 as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009. (2000VC-0062 NFC-Part 3)

~~k.i.~~ Provide a 5-foot rear yard setback for graves in Area #3 as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009. (2000VC-0062 NFC-Part 4)

~~l.j.~~ Provide a 20-foot side yard setback for graves in Area #4 for a distance of 313 feet as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009. (2000VC-0062 NFC-Part 5)

~~m.k.~~ Provide a landscape strip along Mount Vernon Highway in Area 1 in varying widths from the fence line to the property line on the east side of the main entrance as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009. In areas where the fence line and property line overlap, a landscape strip shall be planted 3 feet into the right-of-way subject to approval from the Department of Public Works. The City of Sandy Springs will not be responsible for maintaining the landscaping. Should the County need to provide maintenance that eliminates the landscaping, the City of Sandy Springs will not be responsible for restoring the landscaping. The area on the west side of the main entrance shall remain an undisturbed buffer between the angled fence and the property line. Landscape strip shall be completed by March 31, 2001. (2000VC-0062 NFC-Part 6)

~~n.~~ The landscape plan for Area 1 shall be submitted to the Department of Community Development for review by the City of Sandy Springs no later than August 1, 2000. Planning Staff shall convene a meeting with the City of Sandy Springs Arborist, the applicant and representatives of the community to review the landscape plan within 30 days after approval from the City of Sandy Springs Arborist.

~~o.~~ The applicant shall provide a performance bond to the City of Sandy Springs at the time the landscape plan for Area 1 is approved. An appropriate indemnification agreement should be drafted to satisfy the County Attorney.

~~p-1.~~ Provide a landscape strip planted to buffer standards in the following widths shown.
Said plantings and specifications shall be subject to the approval of the City of Sandy Springs Arborist. (2000VC-0062 NFC-Part 7)

Area #2- Ten feet

Area #3- Five feet (along property line labeled for a distance of 340 ft)

Area #4-Twenty feet (along property line labeled for a distance of 313 feet)

~~q-m.~~ Provide a 5-foot landscape strip planted to buffer standards in Area #3 along property line labeled for a distance of 635 feet. (2000VC-0062 NFC-Part 8)

~~r-n.~~ Reduce setbacks to extent necessary to allow existing driveways, paths, buildings and structures to remain.

~~s.~~ Demarcate existing and future grave sites along all interior property lines, interior to any required landscape strip, buffer, improvement setback or tree save area whichever applies as follows. The replacement fence will serve as demarcation in Area 1 for existing and future graves along Mount Vernon Highway. Areas 2, 3 and 4 as identified on the site plan shall be demarcated with 6" x 6" flush markers every 50 feet that are painted and readily identifiable. In undeveloped areas, a 4-foot high above ground metal fence post shall be installed every 50 feet with the top of post painted and readily identifiable subject to the approval of the Director of Community Development.

~~t.~~ The tree save area as identified on the site plan received by the Department of Community Development on February 3, 2009 shall be demarcated with 6x6 flush markers on all corners that are painted and readily identifiable subject to the approval of the Director of Community Development.

~~u-o.~~ All demarcation shall be in place no later than March 1, 2009.

~~v.~~ Demarcation plan subject to the approval of the Director of Community Development must be posted within public view no later than March 1, 2009 in the Arlington Park sales office and shall be maintained there at all times.

~~w-p.~~ Provide a 35-foot side yard setback for a distance of 213 feet for graves in Area #4 starting beyond the 313 feet ~~referenced in condition t.~~ as shown on the revised site plan submitted to the Department of Community Development on February 3, 2009.

~~x-q.~~ Provide a tree save area as shown on Exhibit 1 submitted to the Department of Environment and Community Development on May 31, 2000, subject to the approval of the City of Sandy Springs Arborist. A separate map of the tree save area shall be posted within public view no later than September 1, 2000 in the Arlington Park sales office and shall be maintained there at all times.

y-r. Plant one (1) row of 6 plants to be approved by the City of Sandy Springs Arborist behind 430 Riverhill Drive beginning at the edge of the residents' south property line and running north for a distance of 50 feet. Plantings shall be completed prior to issuance of a Land Disturbance Permit (LDP).

z-s. Arlington Cemetery shall maintain the required planted buffers and landscape strips ~~as conditioned pursuant to zoning modification 2000ZM-0021 NFC and concurrent variances 2000VC-0062 NFC, Parts 1-8, planted as of the date hereof.~~

aa-t. To allow the applicant an exemption from the requirements of the Urban Overlay District Streetscape standards for planting strip, sidewalks, street trees and lighting due to the existence of graves along the majority of the property line along Mt. Vernon Highway. (CV08-028).

bb-u. Reserve an area extending 130' from the centerline of Mt. Vernon Highway from the vehicular entrance southwest to the property line adjacent to 211 Mt. Vernon Highway as future right of way. The reserved area may not include any permanent structures or burial plots.

cc. ~~No above ground monuments will be placed within the 50-foot building setback.~~
~~NOTE: Now governed by Text Amendment Section 7.4.2.B(2)(c).~~

dd-v. Prior to each major phase of expansion, construction fencing shall be installed along all clearing limits and inspected by the City of Sandy Springs prior to clearing. Said fencing shall be subject to the approval of the City of Sandy Springs Arborist.

ee-w. Planting of trees in compliance with the City of Sandy Springs shall be made in buffer areas along the property lines, as practically as possible, to enhance the existing vegetative buffer. Said tree planting plan shall be subject to the approval of the City of Sandy Springs Arborist.

x. ~~Proposed mausoleums shall not be located closer than 100 feet to any property line per Section 7.4.2.B.2.f. and Section 7.4.2.B.2.f.~~

ff. ~~Proposed mausoleums shall not exceed 35 feet in height and shall not be located closer than 65 feet to any property line.~~

gg. ~~Any security lighting on mausoleums shall have a controlled footprint and be screened from adjacent residential areas.~~

y. ~~The relocated maintenance building, shall not be located closer than 100 feet to the closest property line per Section 7.4.2.B.2.f. and Section 7.4.2.B.2.f. and be painted a dark or neutral color to limit its visibility from surrounding residential areas.~~

~~hh. The relocated maintenance building shall not exceed 35 feet in height, shall not be located closer than 70 feet to the closest property line and be painted a dark or neutral color to limit its visibility from surrounding residential areas.~~

~~ii. Construction shall not commence on the mausoleums identified as mausoleums A, B and C on the site plan dated January 30, 2009 prior to the date specified for each:~~

- ~~—15 years from the date of approval of this application;~~
- ~~B. 20 years from the date of approval of this application;~~
- ~~C. 25 years from the date of approval of this application.~~

jj. Proposed mausoleums located along the eastern property line adjacent to properties fronting Bonnie Lane shall be set back 115 feet. Said mausoleums shall be located consistent with the existing grade of the land in this area.

kk. Variance from Section 109-225.a 1 and 2 of the Stream Buffer Protection Ordinance to reduce the seventy-five (75) foot buffer and setback requirements (50 foot undisturbed natural buffer and 25 foot impervious surface setback) to the extent necessary to allow for existing and proposed improvements in accordance with the site plan and letter of intent received by the Department of Community Development on December 6, 2012 (CV11-007).

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ll. All the required natural, undisturbed buffers shall be replanted where sparsely vegetated, subject to the approval of the Sandy Springs Arborist.

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mm. In the area immediately adjacent to the detention pond, the owner shall re-vegetate the buffers along the property line and will plant trees around the perimeter of the pond where land clearing activities are required to construct the pond. Areas excluded from the aforementioned re-vegetation include the dam embankment, spillway, area within the detention pond, and area around the pond needed for maintenance vehicles and access.

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~~4. To the owner's agreement to abide by the following requirements, dedications, and improvements:~~

~~a. Dedicate at no cost to the City of Sandy Springs along the entire property frontage, prior to the approval of a Land Disturbance Permit, sufficient land as necessary to provide at no cost to the City of Sandy Springs such additional right-of-way as may be required to provide at least 10.5 feet of right-of-way from the back of curb of all abutting road improvements, as well as allow the necessary construction easements while the rights-of-way are being improved.~~

~~b. Improve Mount Vernon Highway along the entire property frontage with curb and gutter per City of Sandy Springs standards.~~

~~b. Provide a deceleration lane for each project entrance or as may be approved by the City of Sandy Springs Engineer.~~

5.4 To the owner's agreement to abide by the following:

- a. To contact the Director of Public Works, prior to the application for a Land Disturbance Permit, to arrange with the County Arborist an on-site evaluation of existing specimen trees/stands, buffers, and tree protection zones within the property boundaries.
- b. To maintain as a minimum, the tree density requirements as prescribed by the City of Sandy Springs Tree Preservation Ordinance Administrative Guidelines, either through the retention of existing trees, or tree replacement in perpetuity.
- c. Analyze the downstream effect from stormwater management structures and the development, hydrologic-hydraulic engineering studies shall extend downstream to a point where development represents less than 10% of the total watershed at this point.
- d. Evaluate the downstream ditch stability and bank erosion protection potential of existing downstream conveyance system. Provide all necessary documentation to the Department of Public Works at construction drawing phase.
- e. Provide downstream analysis of the flood discharge timing effect on the existing conveyance systems due to each storm frequency.
- f. All natural streams within the limit of project must be stable and be expected to remain stable under ultimate development or provide appropriate erosion protection for the streams subject to the approval of the Department of Public Works.
- g. The design discharge at the outlet of drainage system shall not result in velocities that equal/exceed the erosive velocity or the existing velocity of the receiving channel/draw, unless dissipation and erosion protection measures are placed at the outlet. Provide Public Works with documentation.
- h. Detention must be provided subject to the approval of Public Works.
- i. To contact the Drainage Basin Engineer prior to any application for a Land Disturbance Permit, subsequent to this petition, to arrange an on-site visit evaluation as to the location, stormwater discharge path of detention pond and other downstream constraints.
- j. Lots should generally be graded in such a manner that the surface runoff does not affect downstream lots or flow through lots shall be collected and conveyed in

appropriate storm drainage system. (Provide documentation at the construction drawing phase and subject to the approval of Public Works.

k. Conditions c, d, e, f, and g are subject to the approval of the Drainage Engineer.

~~l. At such time as work begins on the Phase 1 Improvements, as defined below in condition 5.m., dirt generated by cemetery operations will be placed in the stockpile areas identified as the "Phase 1 Improvements" on the Grading & Drainage Detention Pond Plans received by the Department of Community Development on February 10, 2012 which will contain erosion protection that is compliant with all Federal, State, and Local laws and regulations.~~

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~~m. Owner's obligation to begin implementation of the improvements detailed in the November 1, 2011 Master Hydrology Report by Prime Engineering and identified as the "Phase 1 Improvements" on the plans attached hereto "Grading & Drainage Detention Pond" numbered C-201.1 and C-201.2 and received by the Department of Community Development on February 10, 2012 (the "Phase 1 Improvements") are conditioned on the issuance of all permits and approvals from any relevant agency needed for such implementation. These include, without limitation, issuance of any variances and permits from federal agencies including the Army Corps of Engineers; any state agencies including the Environmental Protection Division and the Georgia Soil and Water Conservation Commission, Fulton County agencies and the City of Sandy Springs (collectively, the "Agencies"). The City agrees that it will be the named party and applicant requesting approval from the Agencies, such request to be based on Phase 1 Improvement Plans to be provided to the City by the Owner. The Owner's responsibilities shall include and be limited to preparation of the Phase 1 drainage, grading and erosion and sedimentation control plans for the Phase 1 Improvements and payment of application fees and permit fees specific to those plans and the Phase 1 Improvements. The Owner will cooperate promptly and as necessary with any requests specific to those plans made of the City by the Agencies and will pay any fees required in that process. Owner shall begin implementation of the Phase 1 Improvements within 90 days after issuance of all necessary approvals for the Phase 1 Improvements. Owner's obligation to implement the Phase 1 Improvements is further conditioned on receipt of a construction easement from Fulton County to allow implementation of the Phase 1 Improvements. Upon completion and final approval by the Agencies of the Phase 1 Improvements, the Owner shall execute the Indemnification and Maintenance Agreement for Detention Ponds with the City of Sandy Springs and accept a quitclaim deed from Fulton County releasing the County's interest and responsibility to the Owner for maintenance of the County Detention Basin identified as Basin #1 in the master hydrology report and drainage plans.~~

~~n. No mausoleums or structures exceeding three feet from finish grade shall be within the 75 foot stream buffer as shown on the site plan received by the Department of Community Development on December 6, 2012.~~

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n. The owner/applicant shall restore the 25 foot stream buffer areas that are currently disturbed and are disturbed as a result from any proposed additional development that is a part of this application (ZM11-005/CV11-007). The aforementioned stream buffer areas shall be restored and maintained to riparian standards as regulated.

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If it is necessary to resubmit plans or apply for any additional permits associated with this project, please submit a copy of this letter as an attachment. Should you have any questions or need any additional information regarding this project, please do not hesitate to contact me at (770) 730-5600.

Sincerely,

Patrice Dickerson, AICP
Manager of Planning & Zoning

Certification of Approval	
I hereby certify that the subject case was approved by the Mayor and City Council of the City of Sandy Springs with the associated conditions on the above stated hearing date.	
_____ Michael Casey City Clerk	_____ Date

PD/dt

Approval ZM11-005

MEMORANDUM

RECEIVED

02/11/2020

3:19:25 PM

louisa.tovar

13230915 (1) (25948_85748) (Arlington Traffic

Report SUBMITTED 2.11.2020).PDF



SANDY SPRINGS™
GEORGIA

To: Mr. Chad Eubanks, *Arlington Memorial Park*

From: Ms. Ana Eisenman, P.E., *Kimley-Horn*

Date: February 10, 2020

RE: ***Arlington Memorial Park – City of Sandy Springs, Georgia***
Site Traffic Memorandum

Kimley-Horn is pleased to provide this opinion memorandum regarding the project trip generation and site traffic for the Arlington Memorial Park in the City of Sandy Springs, Georgia.

PROJECT OVERVIEW

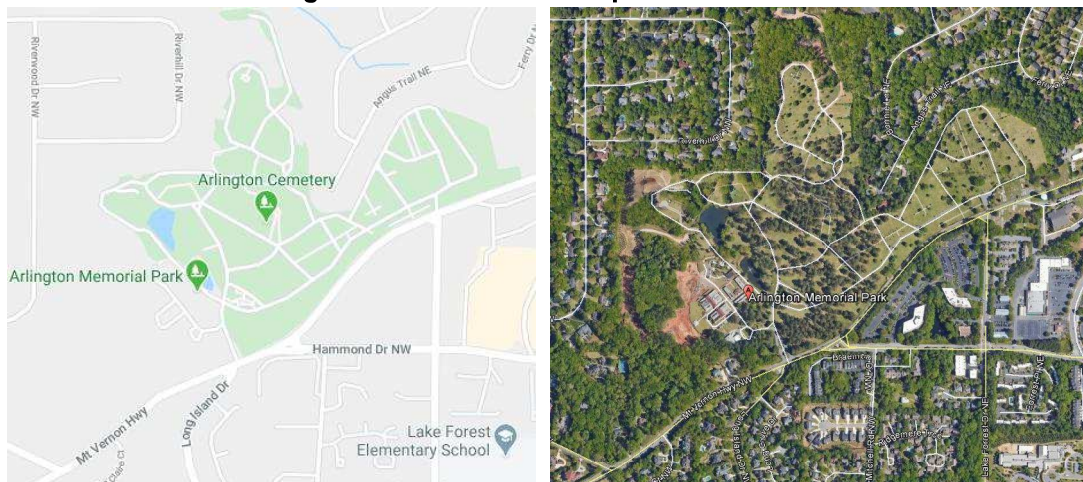
The Arlington Memorial Park is located in the City of Sandy Springs, Georgia on Mount Vernon Highway with its main driveway directly across from Long Island Drive. The memorial park has proposed to build a new mausoleum on the existing site, which includes 122 acres. With the proposed addition of the new mausoleum, Arlington Memorial Park is required to file a Conditional Use Permit Application, which states that a Traffic Impact Study is required if the development generates more than 100 trips during a peak hour.

This memorandum summarizes site traffic and site trip generation for the Arlington Memorial Park.

SITE TRAFFIC

There is a single (1) driveway to access the Arlington Memorial Park site located along Mount Vernon Highway at its intersection with Long Island Drive. The memorial park driveway is the north leg of the intersection opposite from Long Island Drive. All traffic to and from the Arlington Memorial Park uses this single driveway. The project location and an aerial of the site is shown below in **Figure 1**.

Figure 1: Site Location Map and Site Aerial



Recent peak hour traffic count data at the site driveway is reported below. Additionally, trip generation estimated for the site based on site acreage is also reported based on the Institute of Transportation Engineers' *Trip Generation Manual*, 10th Edition, 2017.

Traffic Counts

Peak hour turning movement count data was collected at the intersection of Mount Vernon Highway at Long Island Drive/ Arlington Memorial Park driveway on Tuesday, August 20, 2019. The data collection period included 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM. Based on these data collection periods, the intersection AM and PM peak hours were determined to be the following:

- AM Peak Hour: 7:30 AM to 8:30 PM
- PM Peak Hour: 4:30 PM to 5:30 PM

The peak hour total, entering, and exiting traffic volumes into and out of the Arlington Memorial Park driveway observed on August 20, 2019 are summarized in **Table 1** below.

Table 1: Traffic Counts						
Site Driveway	AM Peak Hour			PM Peak Hour		
	Total	Enter	Exit	Total	Enter	Exit
Arlington Memorial Park at Mount Vernon Highway (across from Long Island Drive)	30	23	7	20	4	16

During peak hours, 30 total vehicles were counted entering and exiting during the AM peak hour, and 20 total vehicles entering and exiting during the PM peak hour at the Arlington Memorial Park driveway, which operates as the only entrance/exit to the site. Raw traffic count data is attached to this report.

Trip Generation

Trip generation for the *Arlington Memorial Park* development was calculated using rates and equations contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10th Edition, 2017. Per the *ITE Trip Generation Handbook*, the site has a single use, and is not applicable for internal capture of trips for mixed-use sites. Additionally, no alternative mode was considered for a conservative approach.

Based on the *ITE Trip Generation Manual*, the ITE land use code 566 – *Cemetery* is applicable to the 122-acre memorial park. Traffic generation rates for *ITE 566 – Cemetery* are based on site acreage. Based on rates provided in the manual, the Daily, AM and PM peak hour trip generation is reported below in **Table 2**.

Table 2: Trip Generation									
Land Use Density ITE Code	Daily Trips			AM Peak Hour			PM Peak Hour		
	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Cemetery 122 Acres ITE 566	734	367	367	21	17	4	56	17	39

As shown in **Table 1**, the Arlington Memorial Park is expected to generate approximately 734 daily trips, with approximately 21 total trips in the AM peak hour, and 56 total trips in the PM peak hour. Detailed trip generation information is attached.

Future Site Traffic

The proposed new mausoleum will be located within the existing 122 acres and will allow the Arlington Memorial Park site to continue to operate with business as usual. No additional acreage is proposed for the Arlington Memorial Park, nor are there anticipated changes in operations.

Based on this information, it is our opinion that there will be no significant change to the number and frequency of trips to and from the site anticipated with the construction of the mausoleum.

SUMMARY

Per the Sandy Springs Conditional Use Permit Application, any development that generates more than 100 trips during a peak hour should undergo a Traffic Impact Study. Based on the data and information provided in this memorandum, the Arlington Memorial Park site generates fewer than 100 trips during each the AM and PM peak hours today and will not generate additional traffic leading to 100 trips during either the AM or PM peak hour in the future.

Based on this information, it is our opinion that the Arlington Memorial Park project does not require a Traffic Impact Study. This is supported by the following information detailed above:

- Recent counts collected on August 20, 2019 identify a total of 30 AM and 20 PM peak hour vehicles entering and exiting the site.
- *ITE Trip Generation* estimates approximate 21 AM and 56 PM peak hour trips, respectively, based on the 122-acre existing facility.
- The addition of the mausoleum is not associated with new site acreage and not anticipated to cause any significant change to the number and frequency of trips to and from the site.

If you have any questions concerning this letter or need additional information, please do not hesitate to contact me at 404-201-6155, or at ana.eisenman@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



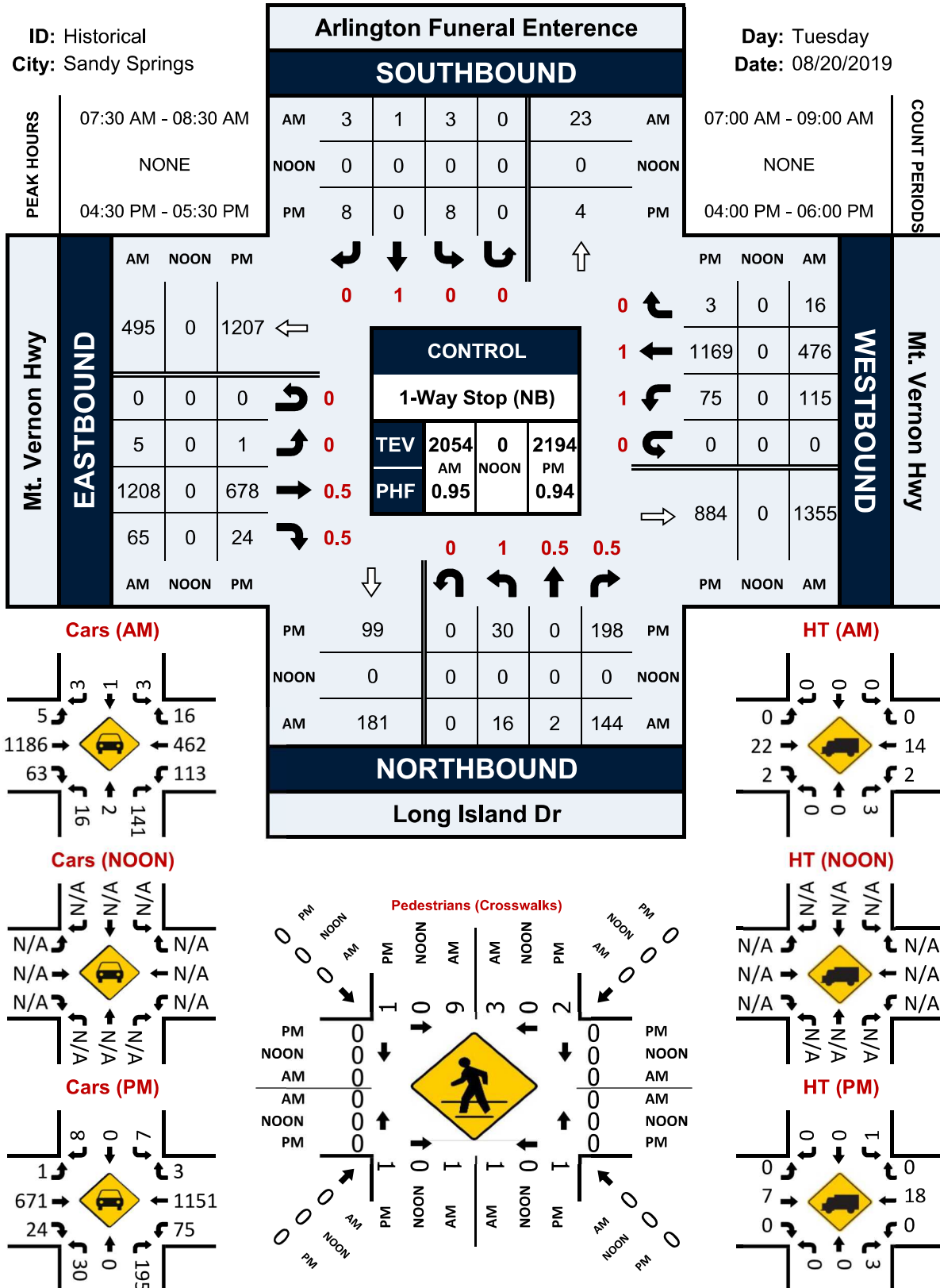
Ana Eisenman, P.E.

Attachments:

- Trip Generation Summary
- Raw Traffic Count Data

Trip Generation Analysis (ITE 10th Ed.) Arlington Memorial Park Sandy Springs, Fulton County, Georgia								
Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
566 Cemetery	122 acres	734	21	17	4	56	17	39
Gross Trips		734	21	17	4	56	17	39
Other Non-Residential Trips		734	21	17	4	56	17	39
Mixed-Use Reductions (n/a)		0	0	0	0	0	0	0
Alternative Mode Reductions (n/a)		0	0	0	0	0	0	0
Adjusted Other Non-Residential Trips		734	21	17	4	56	17	39
Mixed-Use Reductions - TOTAL		0	0	0	0	0	0	0
Alternative Mode Reductions - TOTAL		0	0	0	0	0	0	0
Pass-By Reductions - TOTAL		0	0	0	0	0	0	0
New Trips		734	21	17	4	56	17	39
Driveway Volumes		734	21	17	4	56	17	39

\\amtfp01\se_amt2\amt_tpto\013601000 arlington cemetery trip gen memo\analysis\[2020-02-07_arlingtonmemorialpark_analysis.xls]trip generation



National Data & Surveying Services

Intersection Turning Movement Count

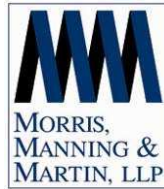
Location: Long Island Dr/Arlington Funeral Entence & Mt. Vernon Hwy
City: Sandy Springs
Control: Side Street Stop

Project ID: Historical
Date: 8/20/2019

Total

NS/EW Streets:	Long Island Dr				Arlington Funeral Entence				Mt. Vernon Hwy				Mt. Vernon Hwy				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	1 NL	0.5 NT	0.5 NR	0 NU	0 SL	1 ST	0 SR	0 SU	0 EL	0.5 ET	0.5 ER	0 EU	1 WL	1 WT	0 WR	0 WU	
7:00 AM	5	1	8	0	1	0	0	0	1	196	9	0	14	67	4	0	306
7:15 AM	2	0	12	0	0	0	1	0	1	306	11	0	25	131	2	0	491
7:30 AM	1	1	22	0	1	0	2	0	1	318	21	0	21	150	3	0	541
7:45 AM	5	1	43	0	0	1	1	0	2	290	7	0	20	156	4	0	530
8:00 AM	5	0	39	0	2	0	0	0	1	289	15	0	32	92	4	0	479
8:15 AM	5	0	40	0	0	0	0	0	1	311	22	0	42	78	5	0	504
8:30 AM	3	0	46	0	0	1	0	0	2	317	7	0	13	90	0	0	479
8:45 AM	4	0	24	0	1	0	0	0	1	329	4	0	11	66	0	0	440
TOTAL VOLUMES :	NL 30	NT 3	NR 234	NU 0	SL 5	ST 2	SR 4	SU 0	EL 10	ET 2356	ER 96	EU 0	WL 178	WT 830	WR 22	WU 0	TOTAL 3770
APPROACH %'s :	11.24%	1.12%	87.64%	0.00%	45.45%	18.18%	36.36%	0.00%	0.41%	95.69%	3.90%	0.00%	17.28%	80.58%	2.14%	0.00%	
PEAK HR :	07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :	16	2	144	0	3	1	3	0	5	1208	65	0	115	476	16	0	2054
PEAK HR FACTOR :	0.800	0.500	0.837	0.000	0.375	0.250	0.375	0.000	0.625	0.950	0.739	0.000	0.685	0.763	0.800	0.000	0.949
	0.827				0.583				0.940				0.843				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	1 NL	0.5 NT	0.5 NR	0 NU	0 SL	1 ST	0 SR	0 SU	0 EL	0.5 ET	0.5 ER	0 EU	1 WL	1 WT	0 WR	0 WU	
4:00 PM	11	0	37	0	3	0	2	0	0	186	5	0	10	232	3	0	489
4:15 PM	9	0	51	0	0	0	2	0	0	151	6	0	20	282	6	0	527
4:30 PM	11	0	64	0	3	0	1	0	1	172	6	0	17	309	2	0	586
4:45 PM	6	0	38	0	2	0	4	0	0	164	7	0	15	320	0	0	556
5:00 PM	6	0	40	0	3	0	3	0	0	155	5	0	22	285	1	0	520
5:15 PM	7	0	56	0	0	0	0	0	0	187	6	0	21	255	0	0	532
5:30 PM	0	0	60	0	4	0	1	0	0	181	11	0	27	279	1	0	564
5:45 PM	5	0	65	0	0	1	0	0	0	195	5	0	27	229	0	0	527
TOTAL VOLUMES :	NL 55	NT 0	NR 411	NU 0	SL 15	ST 1	SR 13	SU 0	EL 1	ET 1391	ER 51	EU 0	WL 159	WT 2191	WR 13	WU 0	TOTAL 4301
APPROACH %'s :	11.80%	0.00%	88.20%	0.00%	51.72%	3.45%	44.83%	0.00%	0.07%	96.40%	3.53%	0.00%	6.73%	92.72%	0.55%	0.00%	
PEAK HR :	04:30 PM - 05:30 PM																TOTAL
PEAK HR VOL :	30	0	198	0	8	0	8	0	1	678	24	0	75	1169	3	0	2194
PEAK HR FACTOR :	0.682	0.000	0.773	0.000	0.667	0.000	0.500	0.000	0.250	0.906	0.857	0.000	0.852	0.913	0.375	0.000	0.936
	0.760				0.667				0.911				0.931				



February 24, 2020

Henry A. Bailey
404-504-5446
hbailey@mmmlaw.com
www.mmmlaw.com

VIA ELECTRONIC MAIL:

City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
Attn: Alexandra Horst (AHorst@SandySpringsga.gov)

Re: Petitioner: Arlington Memorial Park
Subject: Timing of construction of future mausoleums
Case No.: U20-0001

Dear Ms. Horst,

I am writing this letter per a request from your department to confirm that the applicant, Arlington Memorial Park, in the above referenced case, presently plans to build only the building identified as "Building A" on the site plan submitted with the application. The applicant does not have a specific timeline proposed for the construction of the remaining proposed buildings.

Please let me know if you have any questions or need to discuss further.

Very truly yours,

Henry A. Bailey, Jr.



Carl E. Westmoreland
404-504-7799
cwestmoreland@mmmlaw.com
www.mmmlaw.com

VIA EMAIL: AHORST@SANDYSPRINGSGA.GOV

March 3, 2020

Alexandra Horst
Planner II
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

RE: U20-0001 Arlington Cemetery

Dear Alexandra:

Please accept this as the report on the CMII meeting which was held yesterday at City Hall. The meeting lasted from 6:00 PM – 7:15 PM and sign-in sheets are attached.

Ginger Sottile began the meeting with an update of the status of Fulton County's obligations resulting from their work on the two detention ponds. Beyond that, questions and the Applicant's responses are below:

Q: When will you build a new maintenance building?

A: No timetable for that.

Q: Can you screen the existing maintenance building?

A: We will look at ways to accomplish that.

Q: Is fuel stored near the maintenance building?

A: There is a small above-ground diesel tank.

Q: There is outside vault storage which is visible.

A: Those are being moved.

Q: Can you extend the fence in the area of the maintenance building?

A: We will look at that in conjunction with other screening options.

Q: How much parking will there be for mausoleums built in this area of the property?

A: Undetermined.

Alexandra Horst

March 3, 2020

Page 2

- Q: Will you provide a bond to maintain vegetation?
A: We will work with the City to insure that whatever we agreed to plant is maintained.
- Q: There is a water issue where Arlington raised the grade of the property near Long Island.
A: We will look into that.
- Q: What is the timeframe for construction of the mausoleum near the office?
A: Probably within the next year.
- Q: What are hours that the cemetery is open?
A: It closes at dusk.
- Q: Will there be internal lighting in the mausoleum buildings?
A: Not at night.
- Q: Will there be lighting on roads within the cemetery?
A: No.
- Q: Could you agree to a lower height than 35 feet for any new mausoleums?
A: It depends on the grade in relation to the houses.
- Q: Would you agree to vegetation on the side of the maintenance building?
A: We will look at that in conjunction of other screening options.
- Q: Can you do more buffer in the area along the Long Island property line?
A: We will look at that.
- Q: Can you agree to an elevation for future mausoleum buildings?
A: We might be able to agree to something generic like "residential style".
- Q: What is the status of the repairing the buffer to the east along the property line?
A: That is being done now and has been permitted by the city.

Alexandra Horst

March 3, 2020

Page 3

As I said last evening, I will get back with you when the Applicant has determined what we can do with regard to the screening and other issues raised at the meeting. Please let me know if you have questions.

Sincerely Yours,



Carl E. Westmoreland

Cc: Chad Eubanks (via email)
Mike Greene (via email)
Kalyn Keeney (via email)

Public Participation Meeting
March 2, 2020; 6:00 p.m.
Sign-in Sheet

U20-001
Arlington Cemetery
Mt. Vernon Highway

[illegible]

Public Participation Meeting
 March 2, 2020; 6:00 p.m.
 Sign-in Sheet

U20-001
 Arlington Cemetery
 Mt. Vernon Highway

Name	Address	Email Address
RONDA SMITH		president@SandySpringsCouncil.org
MICHELLE ROSENBERG		
DANIEL GOLDSTEIN		

Public Participation Meeting
March 2, 2020; 6:00 p.m.
Sign-in Sheet

U20-001
Arlington Cemetery
Mt. Vernon Highway

Name	Address	Email Address
David Monne		
melissa malden		
FRANK SALAS		
Sue Blosser		

Public Participation Meeting
March 2, 2020; 6:00 p.m.
Sign-in Sheet

U20-001
Arlington Cemetery
Mt. Vernon Highway

Name	Address	Email Address
David Burke		
Haley Alexander		
Alexandra Horst		
	COSS	ahorst@sandy-springs-ga.gov
MARY WHITE		

PHOTOGRAPHS

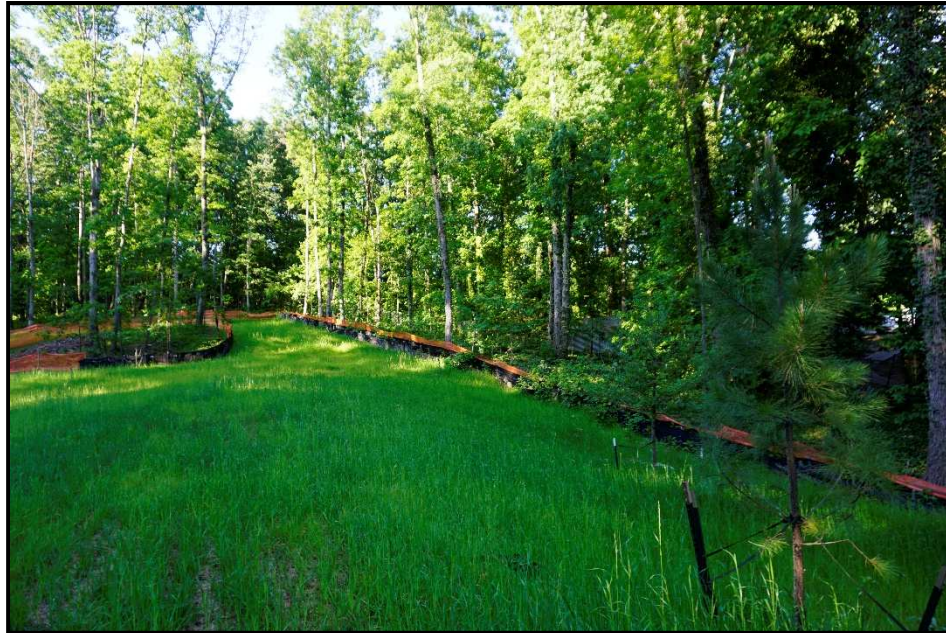


Photo #1



Photo #2

PHOTOGRAPHS



Photo #3

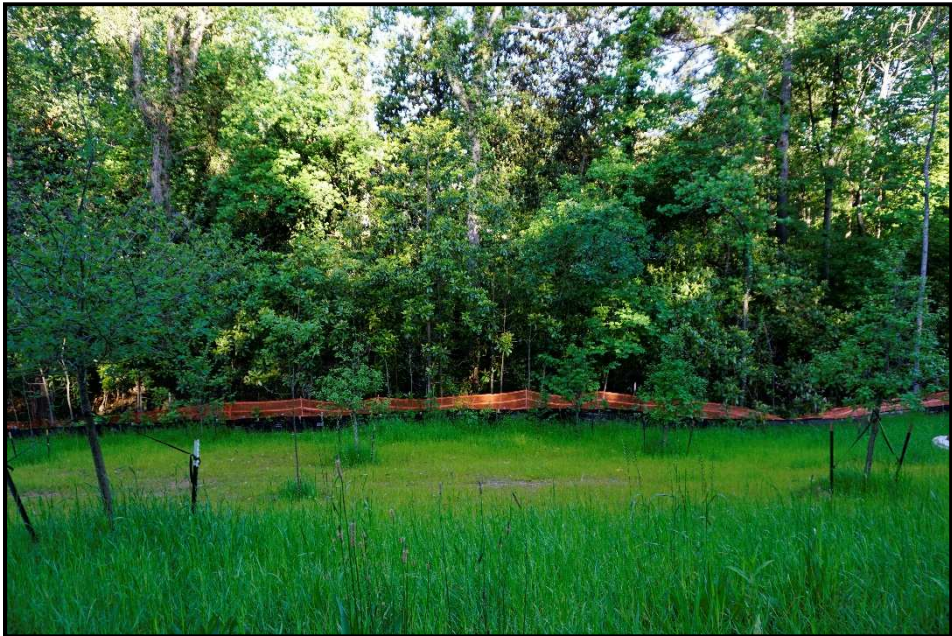


Photo #4

PHOTOGRAPHS



Photo #5



Photo #6

PHOTOGRAPHS



Photo #7



Photo #8

PHOTOGRAPHS



Photo #9



Photo #10

PHOTOGRAPHS



Photo #11



Photo #12

PHOTOGRAPHS



Photo #13



Photo #14

PHOTOGRAPHS



Photo #15



Photo #16

PHOTOGRAPHS



Photo #17



Photo #18

PHOTOGRAPHS



Photo #19



Photo #20

PHOTOGRAPHS



Photo #21



Photo #22

PHOTOGRAPHS



Photo #23



Photo #24

PHOTOGRAPHS

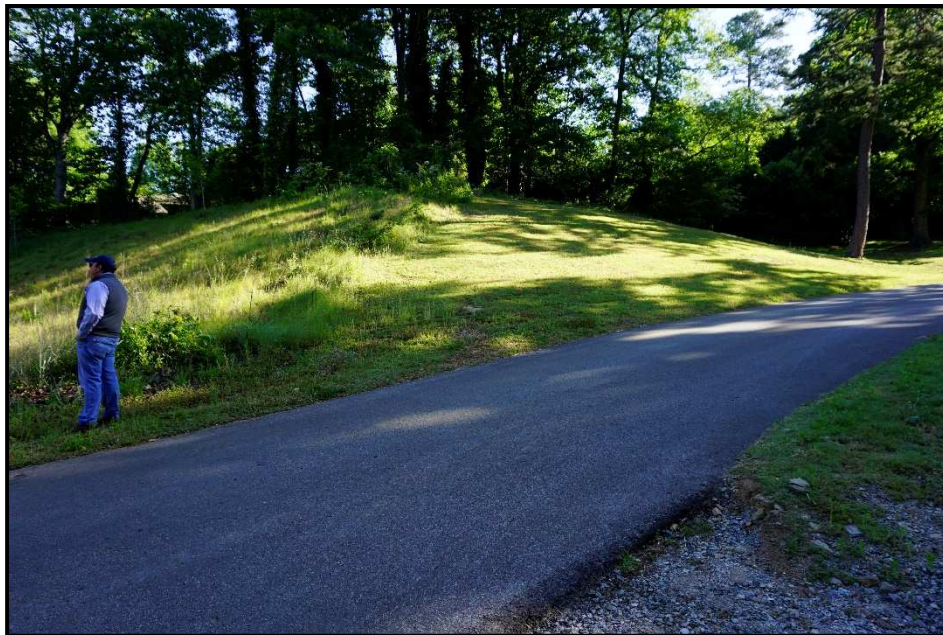


Photo #25



Photo #26

PHOTOGRAPHS

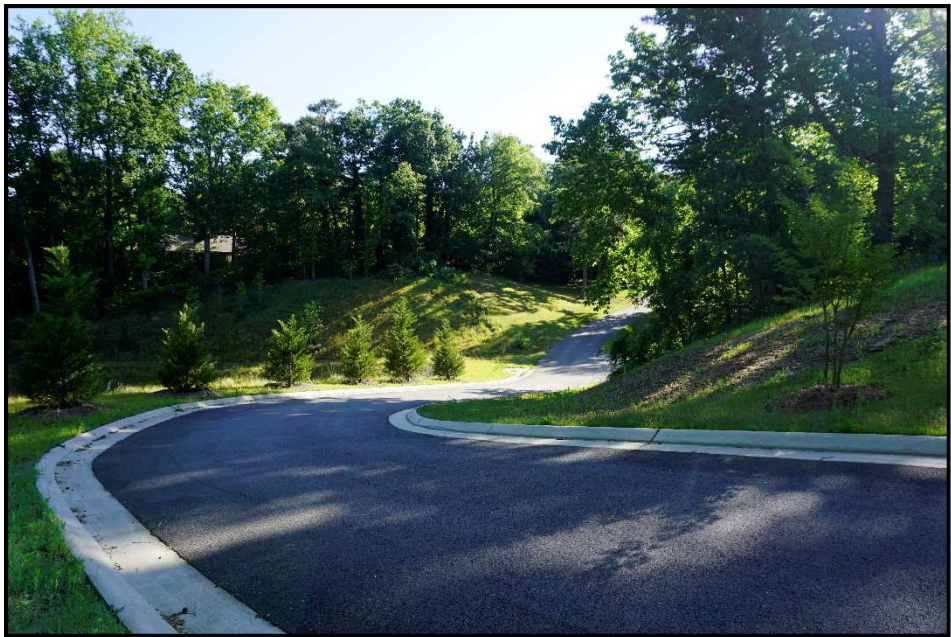


Photo #27

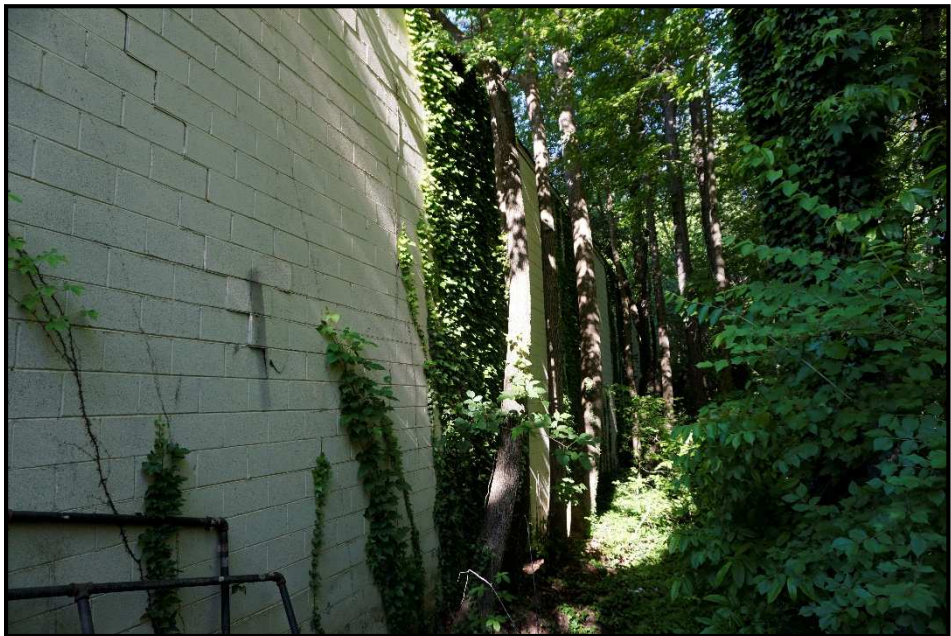


Photo #28

PHOTOGRAPHS



Photo #29



Photo #30

PHOTOGRAPHS



Photo #31



Photo #32

PHOTOGRAPHS



Photo #33



Photo #34

PHOTOGRAPHS



Photo #35



Photo #36

PHOTOGRAPHS



Photo #37



Photo #38

PHOTOGRAPHS



Photo #39



Photo #40

PHOTOGRAPHS

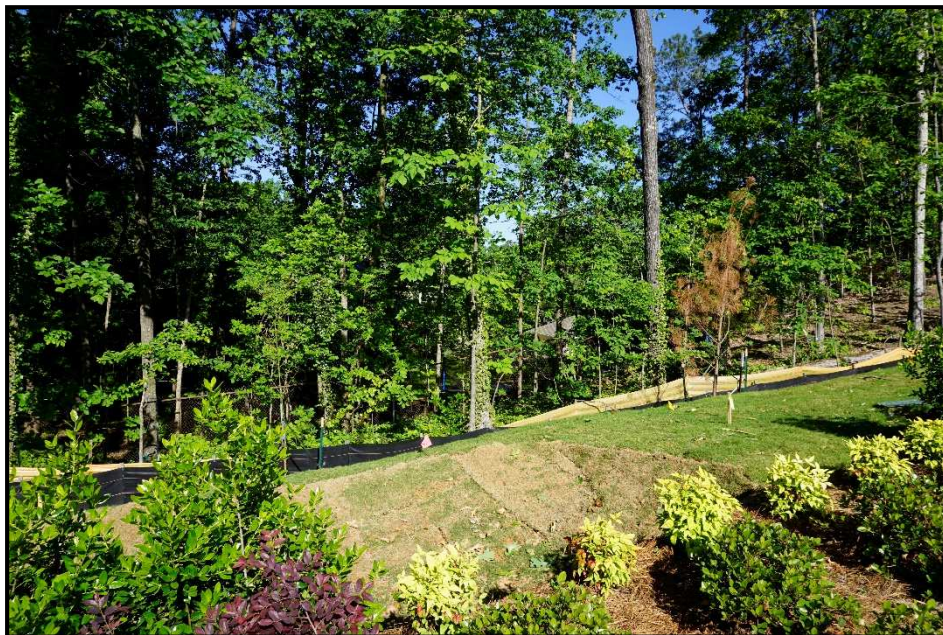


Photo #41



Photo #42

MOUNTAIRE SPRINGS AFFECTED NEIGHBOR CONCERNS/QUESTIONS**A-Regarding existing elements:****1-Maintenance Building**

- a) **Can the proposed location move slightly farther south and be integrated into the natural grade of the hill to minimize visual impact?**

Response: We cannot move the building into the hill due to cost and other technical issues. . The building is also set back 115 feet from the property line with a vegetated buffer between. We would propose a condition limiting the building height from the current 35-foot height to a 25-foot height maximum.

- b) **Is there an existing fuel service (above or below ground?) for equipment and will it be installed at the new location?**

Response: Yes, there is a small fuel tank and it will be relocated to the new site should the maintenance building be relocated.

- c) **What inspections for contamination will be done regarding any existing fuel service location should it move?**

Response: the fuel tank design and installation are reviewed and approved by the local Fire Authority and have routine inspections by this same agency throughout their operation.

- d) **Can the new maintenance building be painted a darker natural color?**

Response: Yes, Arlington will agree to paint the existing building an earth tone color.

- e) **Can all vaults and equipment be stored inside the maintenance building at all times?**

Response: Storage of materials and equipment is a necessary function of the maintenance yard. 6' tall Fencing can be extended around the property line sides of the yard to screen materials stored in the areas

- f) **Will the maintenance building only be moved IF mausoleum building I is built?**

Response: There is no plan or schedule to move the maintenance yard at this time. The yard and building will be relocated/rebuilt only if development occurs in this existing area as indicated on the revised zoning plan

2-Maintenance Building Fence line

- a) **Will the existing fence line remain along the currently existing maintenance road (which potentially becomes a mausoleum access road)?**

Response: Yes, we have no reason to move the fence at this time.

- b) **Can the new building be shielded with a fence line and plantings?**

Response: Yes, as part of any plan to relocate the building, 6 foot minimum fencing would be installed around the perimeter. Since there is currently a 115 foot setback to this and we will agree to a lowering of the height of this building, we would expect that to be sufficient.

B-Regarding Proposed Mausoleum Buildings:

- 1) **Will Arlington consider lowering the proposed building height of 35 feet?**

Response: Arlington will agree to reduce the proposed mausoleum buildings H, I and J only to 25 feet from 35 feet in height and include a sloped residential style gabled roof.

- 2) **What is the proposed square footage of the buildings?**

Response: The proposed building H, I and j are listed on the zoning exhibit as 9,250 sf each

- 3) **Will Arlington consider conditioning the proposed buildings to elevations they provide?**

Response: These buildings are all setback at least 100 feet from the property line with an intervening vegetation buffer to mitigate any impact. We can agree to a height reduction and a residential style roof. Beyond this we cannot predict the architectural style since the construction of these buildings is

too many years in the in the future. No one has a greater stake in these buildings being attractive than we do.

4) What is the construction phasing and timeline for the buildings?

Response. There is no time line or phasing for these buildings. Typically, there will be several years or longer between mausoleum construction.

5) What type of construction does the City consider this? Commercial?

Response: commercial

6) Will the buildings be internally lit?

Response, If there are interior spaces these will be lit. Typically, we do not have exterior lighting of any kind since the cemetery closes at dusk, however we need to reserve the right to add shielded security lighting should situations arise that would require this to be added.

7) What will the visitation hours be?

Response: The cemetery closes at dusk. No visitation after the cemetery closes.

8) Where will parking be located and how much parking will be provided?

Response: Arlington, as with most cemeteries across the country, uses the parallel on street parking throughout the cemetery roads for parking needs to burial gardens and mausoleums. This has proven to be more than adequate throughout our history. We also schedule and monitor services and processions to minimize overlap and avoid high traffic periods exterior to the cemetery.

9) Will services for interment be held on site at the buildings or offsite?

Response: Yes, services will be held in both places.

10) Will roadways to the buildings be lit

Response: No, the roadways are not anticipated to be lit since the cemetery closes at dusk.

11) Will Arlington consider creating natural vegetation walls on the buildings to create natural shielding

Response: We believe the large setbacks and buffer zones will adequately shield the buildings.

12) Will Arlington consider planting an additional buffer on the far side of the detention pond from the Long Island Drive properties?

Response: We have indicated the additional proposed screening on the new Perimeter Tree Buffer Enhancement plan where feasible. There are several areas around the basins that are restricted from tree and vegetation planting due to structural issues and heavy rock surfaces.

13) Would Arlington consider limiting the cemetery development in the northern area along and bounded by Bonnie Lane, Long Island Drive and Riverhill Drive to NO additional buildings beyond what is ultimately approved?

Response: We do not anticipate requesting additional development approvals at this time. We would need to follow through this same public review process.

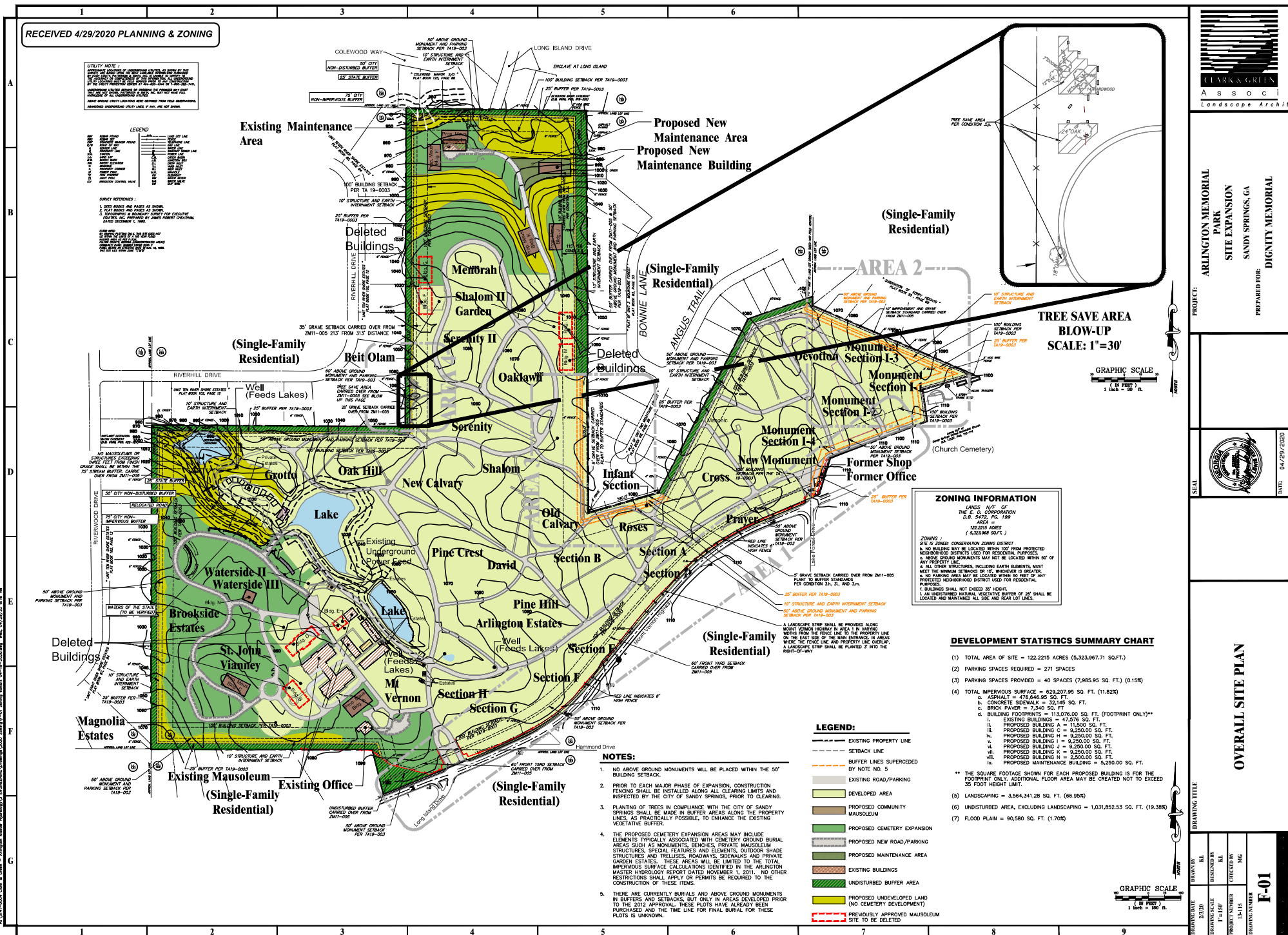
OTHER DISCUSSION POINTS RAISED AT THE MEETING:

General tree buffer concerns:

Response: We have attempted to address general tree buffer concerns with the Perimeter Tree Buffer Enhancement Plan which includes planting of up to 92 trees in strategic areas in need of enhancement and screening. Most of these areas are not adjacent to existing cemetery development at this time so there will be ample opportunity for these to grow and mature. There are restrictions on planting in various areas due to agency mandated maintenance access and basin structural engineering requirements.

Drainage issues at Shalom II

Response: This project has been recently completed and the drainage issues have been rectified in advance of the city inspection.



Original 2011 Zoning Modification Approval

**PRIME
ENGINEERING**
CONSULTING ENGINEERS, INC.
10000 WOODBRIDGE DRIVE, SUITE 100
SANDY SPRINGS, GA 30076
(770) 440-1100
WWW.PRIMEENGINEERING.COM

PROJECT: ARLINGTON MEMORIAL CEMETERY SITE EXPANSION
SANDY SPRINGS, GA
PREPARED FOR: SCI MANAGEMENT CORPORATION

DATE: 1/11/2020
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
APPROVED BY: J. HARRIS

OVERALL SITE PLAN

DRAWING TITLE: ARLINGTON MEMORIAL CEMETERY SITE EXPANSION
DATE: 1/11/2020
PROJECT NUMBER: 18-002-002
SHEET NUMBER: F-01
NOT AN ISOLATED CONSTRUCTION

UTILITY NOTE:
ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CITY OF SANDY SPRINGS IS NOT RESPONSIBLE FOR THE ACCURACY OF THESE UTILITIES. THE USER OF THIS DRAWING SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

LEGEND:
EXISTING PROPERTY LINE
DEVELOPED AREA
PROPOSED MAINTENANCE AREA
PROPOSED CEMETERY EXPANSION
PROPOSED NEW ROAD
PROPOSED MAINTENANCE AREA
EXISTING BUILDINGS
UNDISTURBED BUFFER AREA
PROPOSED UNDEVELOPED LAND (NO CEMETERY DEVELOPMENT)

NOTES:
1. NO ABOVE GROUND MONUMENTS WILL BE PLACED WITHIN THE 50' BUILDING SETBACK.
2. PRIOR TO EACH MAJOR PHASE OF EXPANSION, CONSTRUCTION FENCING SHALL BE INSTALLED ALONG ALL CLEARING LIMITS AND INSPECTED BY THE CITY OF SANDY SPRINGS PRIOR TO CLEARING.
3. PLANTING OF TREES IN COMPLIANCE WITH THE CITY OF SANDY SPRINGS SHALL BE MADE IN BUFFER AREAS ALONG THE PROPERTY LINES, AS PRACTICALLY POSSIBLE, TO ENHANCE THE EXISTING VEGETATIVE BUFFER.
4. THE PROPOSED CEMETERY EXPANSION AREAS MAY INCLUDE ELEMENTS TYPICALLY ASSOCIATED WITH CEMETERY GROUND BURIAL AREAS SUCH AS MONUMENTS, BENCHES, PRIVATE MAUSOLEUM STRUCTURES, SPECIAL FEATURES, AND ELEMENTS OUTDOOR SHADE STRUCTURES AND TRELLISES, ROADWAYS, SIDEWALKS AND PRIVATE GARDEN ESTATES. THESE AREAS WILL BE LIMITED TO THE TOTAL IMPERVIOUS SURFACE CALCULATIONS IDENTIFIED IN THE ARLINGTON MASTER HYDROLOGIC REPORT DATED NOVEMBER 8, 2011. NO OTHER RESTRICTIONS SHALL APPLY OR PERMITS BE REQUIRED TO THE CONSTRUCTION OF THESE ITEMS.

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We want to consider constructing Building A starting in 2020

RECEIVED
JAN 07 2020

City of Sandy Springs
Community Development

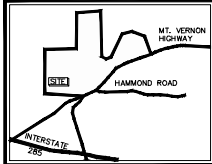
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\\fs-123\GIS\Arlington Memorial\Aerial\Aerial_17_252_0000.dwg Plot Date: 05/13/2025 10:25:00 AM User: jason.miller Project: Arlington Memorial Park, 201 Mount Vernon Highway NW, 17th District, Fulton County, Georgia. Date: 05/13/2025 10:25:00 AM



LOCATION MAP



PRIME
ENGINEERING



ARLINGTON MEMORIAL PARK
201 MOUNT VERNON HIGHWAY NW
LAND LOTS 89, 123 & 124, 17TH DISTRICT
FULTON COUNTY, GEORGIA

AERIAL PHOTO OF SITE WITH
BOUNDARY AND BUFFERS



10/24/2024 04:04 Clark & Criss - Arlington Memorial Expansion, 3/20/2024/Clark & Criss, 10/24/2024 04:04

RECEIVED
02/04/2025
3:28:55 PM
Jules Iovine
CLIP Application 2025/02/04 10:11 AM



ARLINGTON MEMORIAL
PARK
SITE EXPANSION
SANDY SPRINGS, GA
PREPARED FOR:
DIGNITY MEMORIAL

SCALE

DATE

ADJACENT PROPERTIES MAP

DRAWING TITLE

DRAWN BY	KL
DESIGNED BY	KL
CHECKED BY	MG
DRAWING NUMBER	F-02



ADAMS AND DAY
ARCHITECTS, AIA

246 ROSS HILL DRIVE
WARREN, GEORGIA 30086
TEL: (478) 775-4621

EMAIL: info@adamsandday.com

Sheet

ROBERT A DAY
LICENSE NO. 8412

ARLINGTON
GLASS FRONT
NICHE
MAUSOLEUM

ARLINGTON
MEMORIAL
PARK

201 MOUNT VERNON
ROAD NW,
SANDY SPRINGS,
GEORGIA 30928

Revisions		
No.	Date	By
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Drawn:	RAD	
Approved:	RAD	
Project No:	77-777	

ELEVATIONS

A3.1



NORTH ELEVATION

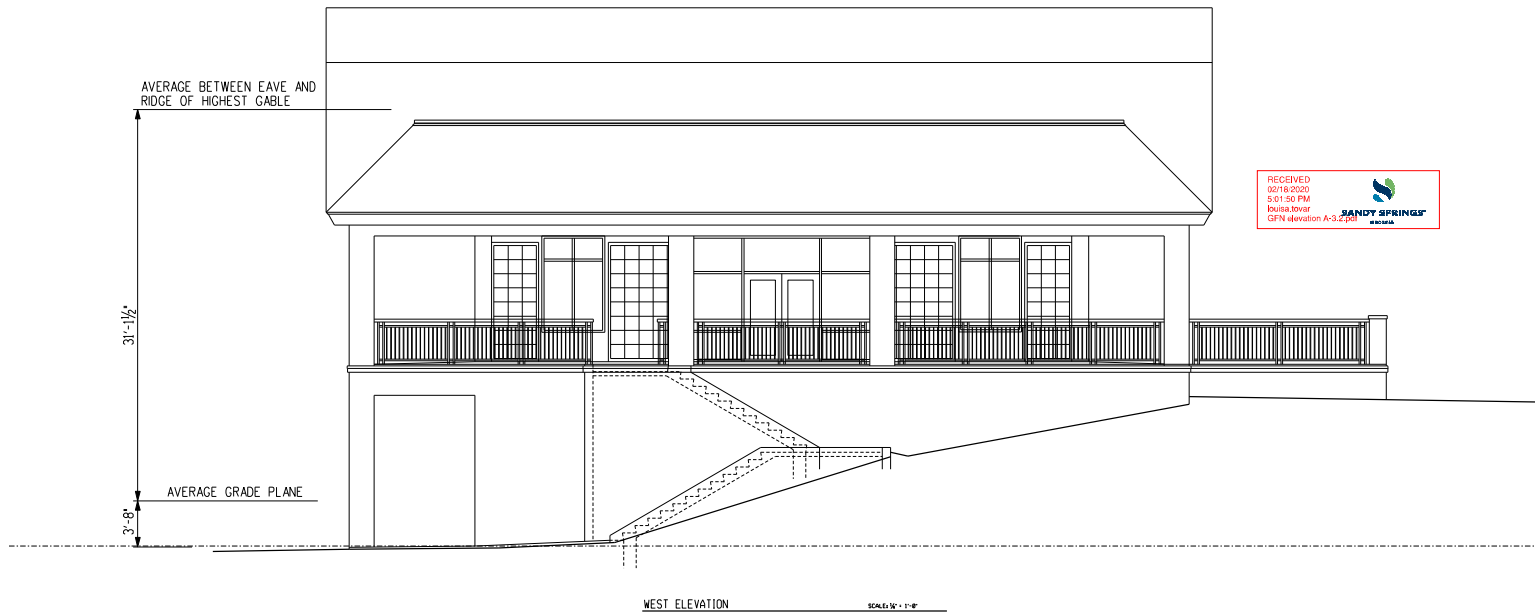
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

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

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02/18/2020
5:02:28 PM
Revised for
GFN Elevation A-3.1
SANDY SPRINGS
GEORGIA



ADAMS AND DAY
ARCHITECTS, AIA

246 ROSE HILL DRIVE
WARREN, GEORGIA 30086
TEL: (478) 715-4621
EMAIL: info@adamsandday.com

Sheet

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LICENSE NO. 8412

ARLINGTON
GLASS FRONT
NICHE
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PARK

201 MOUNT VERNON
ROAD NW,
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GEORGIA 30928

Revisions		
No.	Date	By
1		
2		
3		
Dates: 11 - 1 - 19		
Drawn: RAD		
Approved: RAD		
Project NO: 77-777		

ELEVATIONS

A3.2

March 9, 2020

Alexandra Horst
City of Sandy Springs
Department of Community Development
1 Galambos Way
Sandy Springs, Georgia 30328

RE: Zoning Comments for March 2020

Dear Ms. Horst:

The following are comments by the Environmental Health Services (EHS) Division and the Environmental Justice (EJ) Program of the Fulton County Board of Health. These comments are in reference to the case which was previously received from your office.

CASE	ZONING COMMENTS
U20-0001 (201 Mount Vernon Highway & 0 Mount Vernon Highway, and 0 Mount Vernon Highway)	<u>EHS Comments</u> • If a building is proposed for working or congregating, onsite sanitary facilities will be mandatory prior to use or occupancy. <u>General Public Health and EJ Comments</u> • Since this proposed development is not considered an environmentally adverse use, Fulton County Board of Health does not anticipate any adverse impacts to the health of humans or the environment by approving the request for a Conditional Use Permit to allow the existing cemetery use in the Conservation (CON) District and modify previous conditions.

If you have any questions related to the EHS comments, you may contact Edward Smith at 404-612-1808 or by e-mail at Edward.Smith@fultoncountyga.gov. All questions related to the broader public health and/or environmental justice comments should be directed to me by telephone at 404-613-1491 or e-mail at Monica.Robinson@fultoncountyga.gov.

Sincerely,



Monica M. Robinson, B.S., M.B.A.
Director, Office of Performance Management and Strategy
Environmental Justice Program

cc: Edward Smith, Interim Deputy Director, Environmental Health

COMMENTS ON PUBLIC SERVICES AND UTILITIES

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest a final finding by the commenter. All projects, if approved, are required to complete the City of Sandy Springs and the Fulton County Plan Review process prior to the commencement of any construction activity.

WATER AND WASTEWATER (SEWER):

WATER:

Anticipated water demand: 100 gallons per day (gpd) per 1,000 square feet (sq.) x 11,500 square foot (Proposed cemetery building "A") sq. ft. = **1,150** gallons per day (gpd).

This project is within the City of Atlanta water jurisdiction.

SEWER:

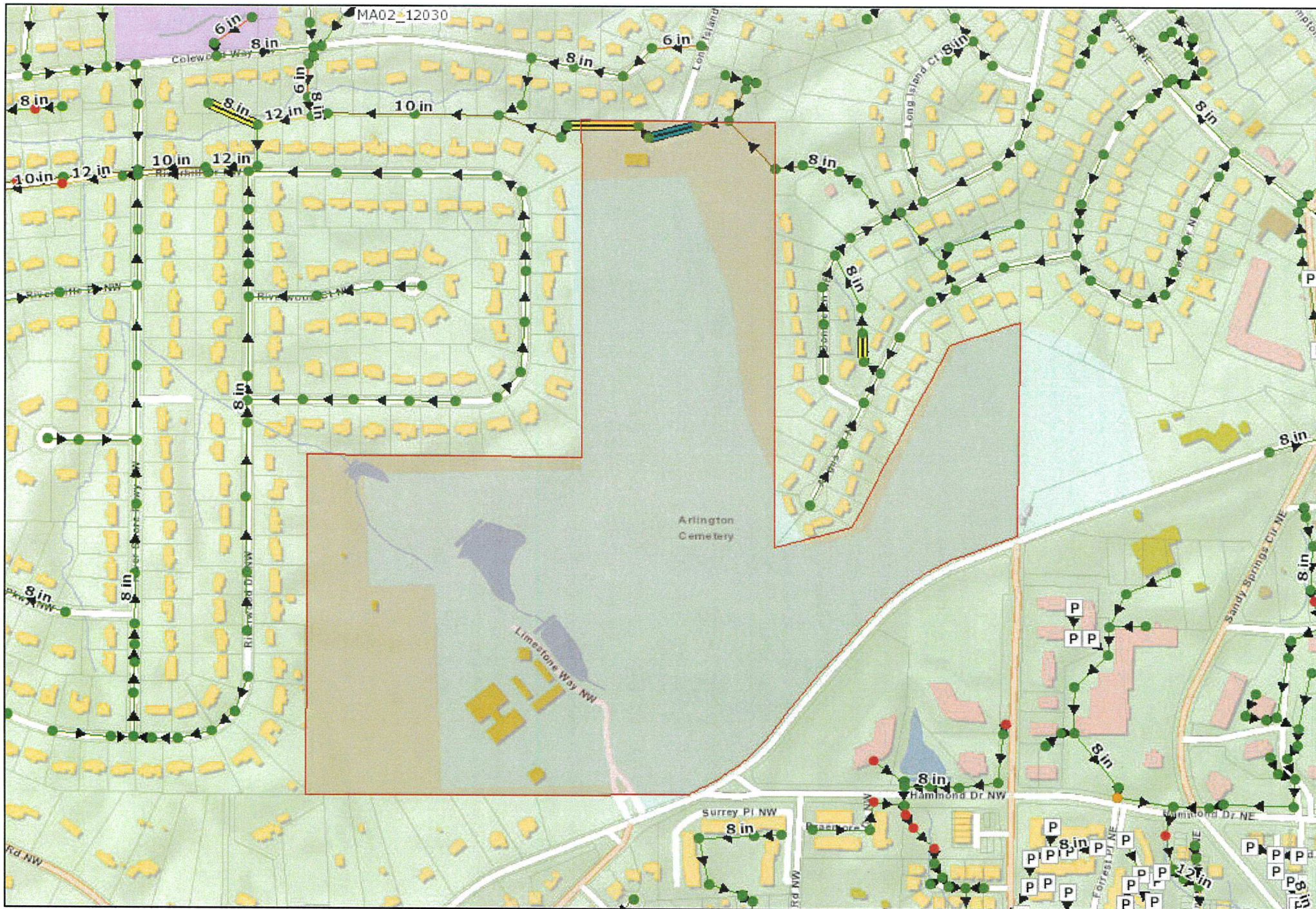
Basin: Marsh Creek

Treatment Plant: R. L. Sutton (Cobb County)

Anticipated sewer demand: **1,035** gallons per day

There are five sewer manholes within the northern property boundary of the 102.57 acre tract (201 Mount Vernon Highway) (Sewer manholes # SMMA0211500 to # SMMA0211540) along an 8 inch sanitary sewer line located in Land Lot **124**, District **17** that can service the proposed cemetery building "A".

Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon application of permits. Please contact the Department of Public Works for more information.



0 0.095 0.19 0.285 mi

Date: 3/10/2020

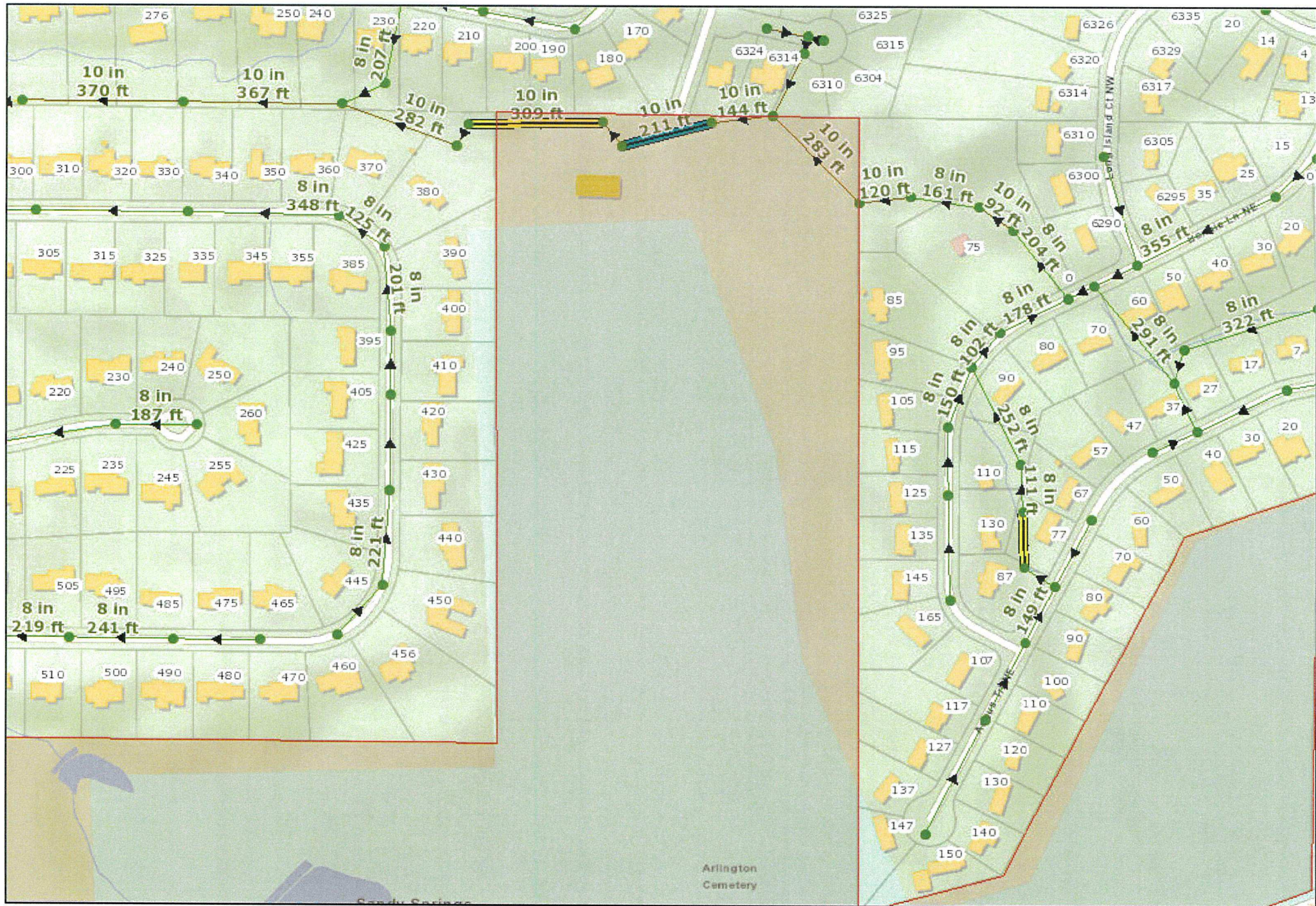
Map Size: 8.5x11 (LETTER)

201 Mount Vernon Hwy

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



Prepared By:
GIS Section
Water Resources Department
Fulton County Government



Date: 3/10/2020

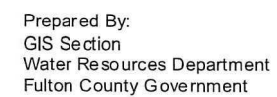
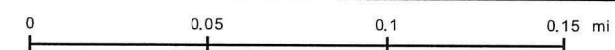
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Prepared By:
GIS Section
Water Resources Department
Fulton County Government





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Date: 3/10/2020

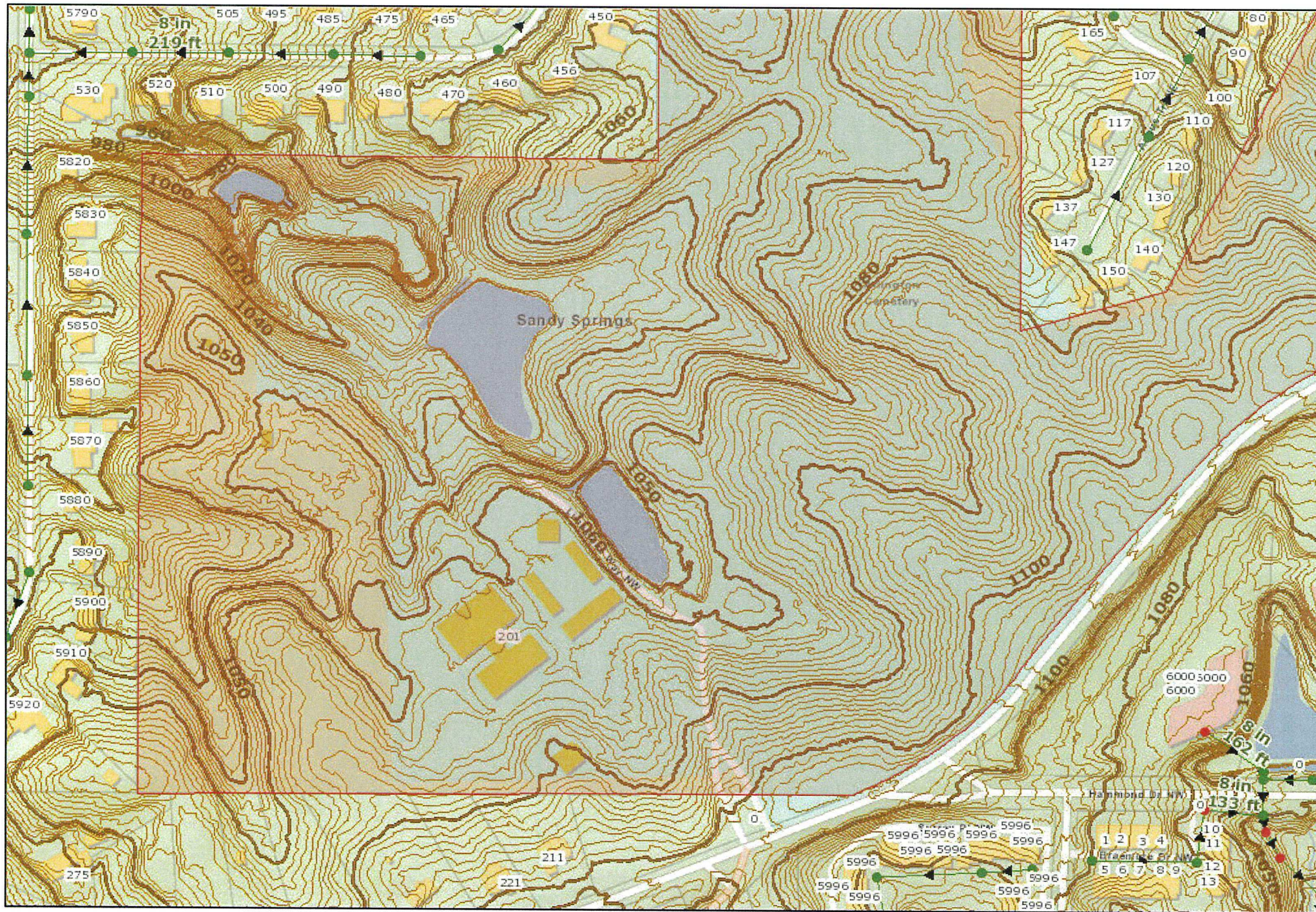
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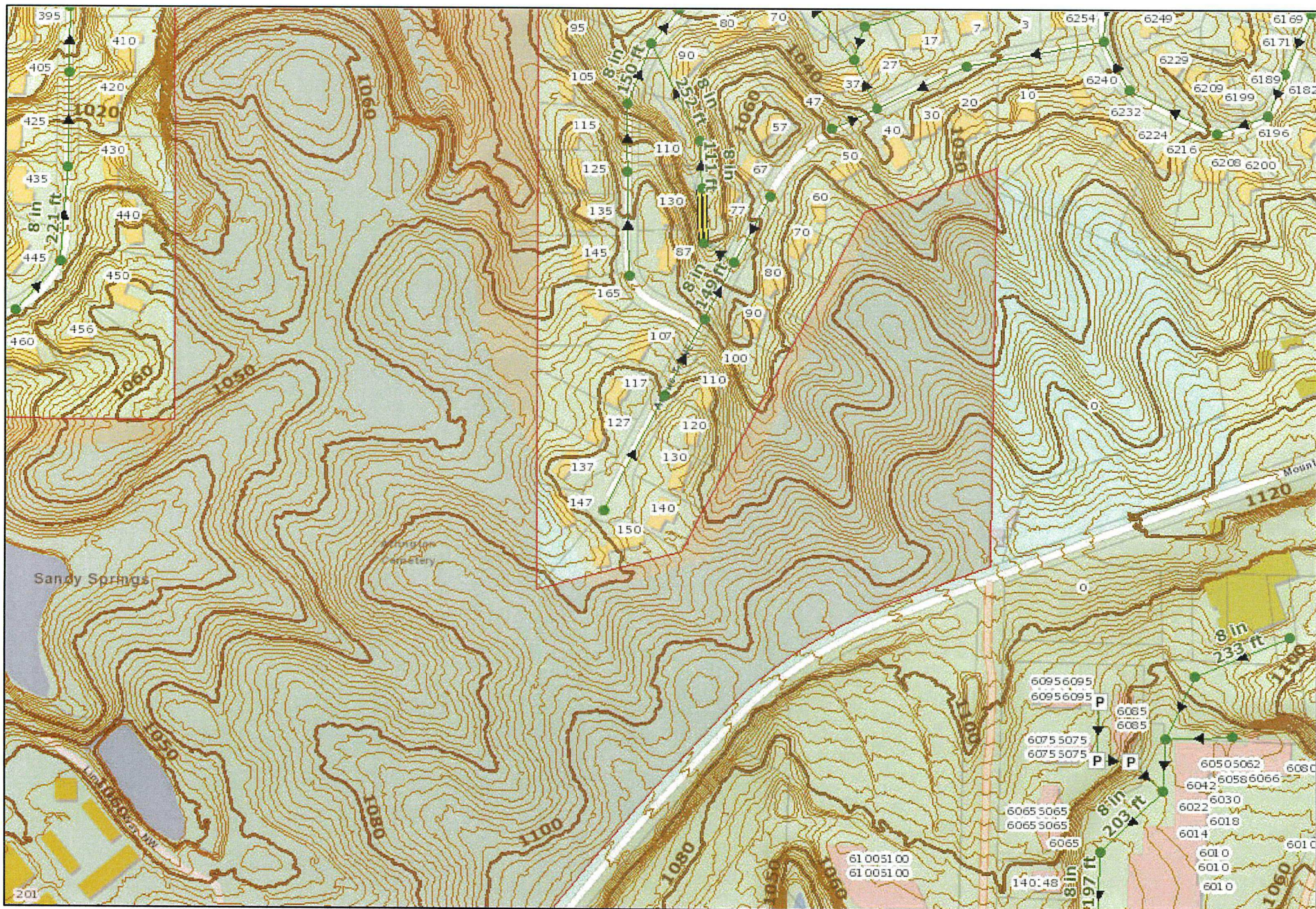
Map Size: 8.5x11 (LETTER)

201 Mount Vernon Hwy

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Prepared By:
GIS Section
Water Resources Department
Fulton County Government



0 0.05 0.1 0.15 mi

201 Mount Vernon Hwy

Date: 3/10/2020

Map Size: 8.5x11 (LETTER)

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



Prepared By:
GIS Section
Water Resources Department
Fulton County Government



0 0.095 0.19 0.285 mi

Date: 3/10/2020

Map Size: 8.5x11 (LETTER)

201 Mount Vernon Hwy

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Prepared By:
GIS Section
Water Resources Department
Fulton County Government

Property Profile for **201 MOUNT VERNON HWY****Property Tax Information**

Tax Year	2020
Parcel ID	17 0124 LL0154
Property Address	201 MOUNT VERNON HWY
Owner	EXECUTIVE EQUITIES INC
Mailing Address	201 MT. VERNON RD NW ATLANTA GA 30328
Total Appraisal	\$14,615,800
Improvement Appraisal	\$1,876,000
Land Appraisal	\$12,739,800
Assessment	not available
Tax District	59
Land Area	102.57 ac
Property Class	Exempt - Cemetery
Land Use Class	Cemetery
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Sandy Springs
Commission District	3
Commission Person	Lee Morris
Council District	District 3
Council Person	Chris Burnett
Voting Precinct	SS06
Poll Location	Sandy Springs Library, 395 Mount Vernon Hwy Ne
Congressional District	006
State Senate District	006
State House District	052

School Zones

Elementary School	Heards Ferry
Middle School	Ridgeview
High School	Riverwood

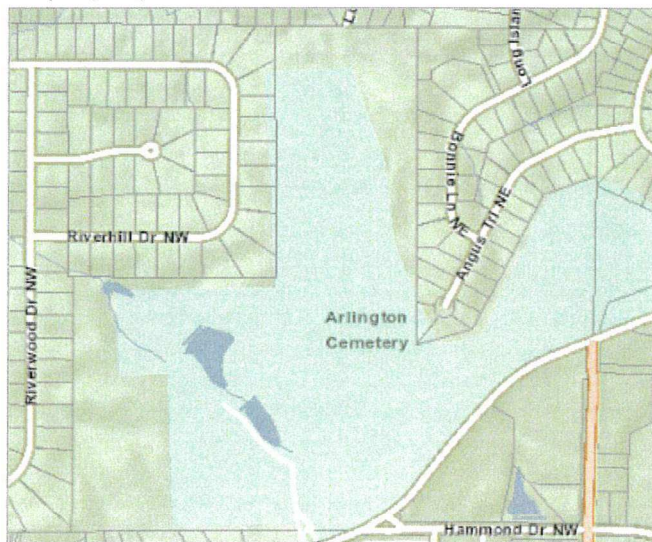
Other Information

Zip Code	30328
Census Tract	102.05
In Less Developed Census Tract	No

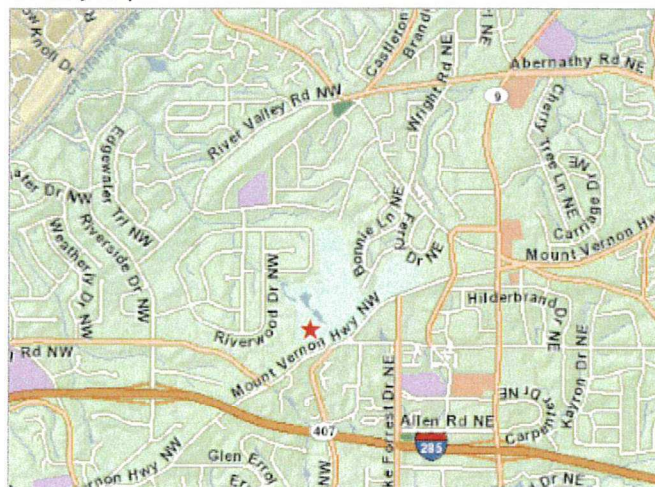
Aerial View



Property Map



Vicinity Map



Horst, Alexandra

From: noreply@sandyspringsga.gov
Sent: Thursday, January 23, 2020 10:51 AM
To: Anspach, Matthew; Tovar, Louisa; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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

A new entry to a form/survey has been submitted.

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 01/23/2020 10:50 am
Response #: 709
Submitter ID: 32359
IP address: 2601:c6:c900:6750:7c7d:6182:1acf:27d8
Time to complete: 16 min. , 28 sec.

Survey Details

Page 1

Use the form below to send your comments to City staff.

Your Information

1. First Name

Dr. Gary

2. Last Name

Lotner

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

Sandy Springs

6. State

Georgia

7. ZIP Code

[REDACTED]

Petition Information

8. Case Number

U20-0001

This number can found on the petition page and begins with RZ or U. If you came to this form by clicking a link on the petition page, it will still be open in another browser tab.

9. Comments

Our property on [REDACTED] is adjacent to Arlington's property and within 100 yards of their large building for vehicle and equipment maintenance and within 150 yards of retention pond. In the past , when Arlington was making additions , we had with management and been assured it would not impact views from our property. Instead, their assurances were just words and had major detrimental effect. We are concerned if control of the retention pond is ceded to Arlington, the area will become more of an eyesore or possibly hazardous to our property if not maintained properly. At a minimum, we would ask that further non-deciduous tree plantings be put into place to minimize the damage done to property values by these changes.

Thank you,
Sandy Springs, GA

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: noreply@sandyspringsga.gov
Sent: Thursday, January 30, 2020 6:18 PM
To: Anspach, Matthew; Tovar, Louisa; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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

A new entry to a form/survey has been submitted.

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 01/30/2020 6:18 pm
Response #: 711
Submitter ID: 32364
IP address: 2600:387:2:804::29
Time to complete: 35 min. , 26 sec.

Survey Details

Page 1

Use the form below to send your comments to City staff.

Your Information

1. First Name

Laura And David

2. Last Name

Shainker

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

Atlanta

6. State

Georgia

7. ZIP Code

[REDACTED]

Petition Information

8. Case Number

U20-0001

This number can found on the petition page and begins with RZ or U. If you came to this form by clicking a link on the petition page, it will still be open in another browser tab.

9. Comments

Will there be landscaping around the detention pond that backs up to 530 and 540 Riverhill Dr, similar to the landscaping around the pond near the Mountaire Pool parking lot?

Also, regarding the same detention area, there is a concrete culvert that funnels water directly into the creek. I feel certain that I ,as a homeowner, would not be allowed to have an impervious surface that close to the creek, much less one that directed water to a neighbors property.

Thank you,
Sandy Springs, GA

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: Erin Nations <erin@closingattorneyga.com>
Sent: Thursday, February 6, 2020 11:08 AM
To: CWestmoreland@mmmlaw.com; Chad.Eubanks@dignitymemorial.com
Cc: Tovar, Louisa; president@sandyspringscouncil.org; Benjamin Nations; Sottile, Ginger; Davila, Jesus; Smith, Yvonne
Subject: Arlington cemetery water damage to residential property located [REDACTED]
Attachments: backyard water from cemetary.png; backyard 2.png

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

Hello Carl and Chad, this is Erin Nations, the owner of the property located at [REDACTED]. I met both of you at the community meeting held on January 30, 2020. At the meeting, I expressed concerns about a significant increase in water flow onto my property due to the recent clearing and development of the cemetery behind my house.

I have attached two pictures that I took this morning of my backyard. The first attachment is labeled. As I mentioned in the meeting, my husband and I have owned our property at [REDACTED] since May 2013. During our entire time living at our property, water has never flowed over the banks of the drainage easement regardless of the amount of rain. Beginning in October 2019 (when Arlington began to clear and develop the portion of the cemetery behind our property), the drainage easement overflows every time it rains. The area behind the drainage easement has always stayed dry in the past; however, it now floods and retains standing water.

Furthermore, there is now a tremendous amount of water flowing around the fence line between our property and 440 Riverhill Drive. Prior to the clearing of the cemetery, water has always properly flowed underneath the property/fence line into the drainage easement. Now, it surrounds the fence dividing our property and 440 Riverhill. The ground underneath the fence is quickly eroding away and, no doubt, the fence will eventually come down due to water damage.

I know that the City of Sandy Springs has required the cemetery to modify the recently built drainage basin on Arlington's property. However, I am skeptical that this will completely solve our water flow problem. I hope that you will take the time to consider the effect that the recent Arlington development has had on our property. I also hope that Arlington will act as "good neighbor" to find a solution to restore the water flow to our property to the condition that it was prior to the clearing of cemetery land behind our home. Please note that we are prepared to take action if this issue is not resolved in entirety. However, I feel confident that we can find an amicable solution.

Thank you for your time and please do not hesitate to call or email me with any questions or comments.

Erin B. Nations
Attorney
Sherman & Phalen, LLC
1165 Northchase Parkway SE
Suite 450
Marietta, Georgia 30067
404-805-8132 cell
770-579-0109 office

678-608-1883 direct

www.closingattorneyga.com



WARNING - FRAUDULENT FUNDING INSTRUCTIONS

Email hacking and fraud are on the rise to fraudulently misdirect funds. Please call your escrow officer immediately using contact information found from an independent source, such as the sales contract or internet, to verify any funding instructions received. We are not responsible for any wires sent by you to an incorrect bank account.

Georgia law (O.C.G.A Section 44-14-13, the "Good Funds" law) requires all funds to be received by the closing attorney in excess of \$5,000.00 be "good funds".

Our firm policy is as follows:

We will accept personal checks up to \$2,000.00

For amounts between \$2,000.00, up to and including \$5,000.00, a Cashier's Check issued by a local or national bank or credit union will be accepted.

For amounts more than \$5,000.00 our firm requires funds be transmitted to us by wire.

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Fence Line between 430 Riverhill
and 440 Riverhill

Water Pouring Over from Cemetary

Drainage Easement



Horst, Alexandra

From: noreply@sandyspringsga.gov
Sent: Sunday, March 1, 2020 10:32 PM
To: Anspach, Matthew; Tovar, Louisa; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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

A new entry to a form/survey has been submitted.

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 03/01/2020 10:32 pm
Response #: 713
Submitter ID: 32383
IP address: 99.153.141.161
Time to complete: 3 min. , 18 sec.

Survey Details

Page 1

Use the form below to send your comments to City staff.

Your Information

1. First Name

Bettina

2. Last Name

Cothran

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

Sandy Springs

6. State

Georgia

7. ZIP Code

[REDACTED]

Petition Information

8. Case Number

U20-0001

This number can found on the petition page and begins with RZ or U. If you came to this form by clicking a link on the petition page, it will still be open in another browser tab.

9. Comments

March 1, 2020

[REDACTED]

Sandy Springs GA [REDACTED]

To the
Planning Commission and
City Council of Sandy Springs

And
Arlington Cemetery

RE: Case # U20-0001

To whom it may concern:

I am responding to the letter received from the law firm Morris, Manning & Martin LLP regarding a Conditional Use Permit request by Arlington Cemetery.

This pertains to Arlington Cemetery's plan to build Mausoleums, some of which may attain heights exceeding 30 feet, to be built in the cemetery and visible from existing residential properties on Bonnie Lane, and other streets.

As a property owner, I would like to be on record as vigorously opposing any such plans. As long time home owners, over the years, we have had to endure adverse changes regarding the acreage formerly covered by woods and fields behind our properties that belong to Arlington Cemetery. Those changes had an adverse impact on the environment as well as our quality of life.

The changes include re-shaping of the landscape as well as substantial reduction in the natural habitat of birds and other animals, such as cutting of trees and clearing underbrush. The creation of new slopes has resulted in an effect comparable to the acoustics of ancient Greek and Roman theatres: the acoustics from my deck on [REDACTED] are such that we can clearly hear every word spoken at grave side services, probably much better than those attending the service. I invited the former manager of the cemetery who, standing on my deck, had to concede that the noise pollution was indeed considerable. The trees planted in response soften the effect only marginally.

Should these proposed structures be built, the environmental impact, including the impact on the quality of life of the residents on the adjacent properties, would be serious and negative.

Over the years, we have valued the congenial and co-operative nature of respecting our neighborly relations and interests . For example, we as residents have always made sure that no noise, such as barking of dogs or loud music, would inhibit the solemn mood of funeral rites. Conversely, we have appreciated the efforts of Arlington Cemetery to take into account the concerns of the neighborhood when it comes to intrusive audible or optical interference.

We would like to think that this neighborhood community of shared trust and respect will continue. In this spirit, I ask Arlington Cemetery to desist from any plans such as building mausoleums that are visible form Bonnie Lane and adjacent neighborhood streets.

Sincerely,

Bettina Cothran

P.S.: Several of my neighbors have expressed corresponding concerns. One of them is Mrs. Claire Pearson, [REDACTED] signed below.

Thank you,
Sandy Springs, GA

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Horst, Alexandra

From: noreply@sandyspringsga.gov
Sent: Friday, May 29, 2020 1:58 PM
To: Anspach, Matthew; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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

A new entry to a form/survey has been submitted.

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 05/29/2020 1:57 pm
Response #: 714
Submitter ID: 32396
IP address: 66.56.48.111
Time to complete: 39 min. , 44 sec.

Survey Details

Page 1

Use the form below to send your comments to City staff.

Your Information

1. First Name

David

2. Last Name

Burke

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

Sandy Springs

6. State

Georgia

7. ZIP Code

[REDACTED]

Petition Information

8. Case Number

U20-0001

This number can found on the petition page and begins with RZ or U. If you came to this form by clicking a link on the petition page, it will still be open in another browser tab.

9. Comments

I live on [REDACTED] and my house backs up to the back of the Arlington Cemetery, we will have a direct view of the proposed mausoleums and the potential move of the maintenance shed. When we moved in 4 years ago there was a forest of trees between our property line and the cemetery, however due to a miscommunication with Fulton County they removed 3 football fields of trees in order to clean the detention/retention area and took that buffer away, know not an Arlington mistake was Fulton County. Currently we can see the maintenance shed, even above the agreed on fence that was recently put in.

As for the proposal, I would love to ask for no mausoleums and the shed stay put but also understand it is their business and property. Then my ask is no additional removal of trees or if any are removed they are replaced, in addition add a full tree buffer between the proposed structure and the property line. If the shed is moved can the size stay similar to the current size vs a bigger building. Could a fence be put in similar to the current fence. That style fence helps block the view but also helps buffer the vehicles that drive back there non-stop everyday.

Bottom line, if new structures have to be put in please take the neighborhood into consideration and cover up or block them as best they can. And please keep the dialogue open! Thank you.

David Burke

Thank you,
Sandy Springs, GA

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Horst, Alexandra

From: noreply@sandyspringsga.gov
Sent: Friday, May 29, 2020 2:06 PM
To: Anspach, Matthew; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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

A new entry to a form/survey has been submitted.

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 05/29/2020 2:06 pm
Response #: 715
Submitter ID: 32397
IP address: 75.27.152.4
Time to complete: 18 min. , 43 sec.

Survey Details

Page 1

Use the form below to send your comments to City staff.

Your Information

1. First Name

David

2. Last Name

Manne

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

Atlanta

6. State

Georgia

7. ZIP Code

[REDACTED]

Petition Information

8. Case Number

U20-0001

This number can found on the petition page and begins with RZ or U. If you came to this form by clicking a link on the petition page, it will still be open in another browser tab.

9. Comments

I live adjacent to the North end of the cemetery, on the other side of the retention pond. A couple years ago, at what I understand is no fault of the cemetery, all the trees in the retention area were cut down, leaving no visual barrier between our homes and the cemetery. As a homeowner that will be heavily impacted by their plans, I have been very engaged in the process and already had a meeting on behalf of our neighborhood with the cemetery and their attorney. We greatly appreciate some of the accommodations they have already made with reduced building heights but we do believe more needs to be done.

1. Request the cemetery preemptively plant trees and buffers to allow plenty of time for the trees to mature before any construction is completed. Also requesting a full tree buffer be planted on the south side of the retention pond to serve as a visual buffer. As of now they have planted one row of trees that are approximately 6-7 feet tall which will do nothing to block the visibility of the 25 foot tall mausoleums that will sit at a higher grade giving them the appearance of looking 30-40 feet tall.

2. The mausoleum that is proposed on the foot print of the current maintenance building is proposed to be closed to the property line than the current building. As we all know its is very visible in the winter already and moving it closer to the property line will result in additional trees being removed and therefore completely visible.

3. If maintenance building is relocated that the fence be extended and additional tree planting be required to shield it.

4. Limit the size and height of the maintenance building. The currently building is approximately 18 feet tall and if they increase it to 25 feet in a straight wall box shape, it will be an eyesore regardless of color. Also we need them to limit the square footage of the building.

Please also consider that any pictures provided have been taken in the spring when the few remaining trees are giving some natural visual barrier. I have photos from the winter, where you can see everything clearly.

We appreciate you reviewing our comments and considering additional conditions that will allow for us to have the appropriate visual barrier that would be expected for a commercial property that is adjacent to residential. Should you have any questions or like to come view the cemetery from our perspective feel free to reach out to us.

Michelle and David Manne

[REDACTED]

Thank you,
Sandy Springs, GA

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Horst, Alexandra

From: noreply@sandyspringsga.gov
Sent: Friday, May 29, 2020 7:56 PM
To: Anspach, Matthew; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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A new entry to a form/survey has been submitted.

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 05/29/2020 7:55 pm
Response #: 716
Submitter ID: 32398
IP address: 24.30.113.41
Time to complete: 16 min. , 30 sec.

Survey Details

Page 1

Use the form below to send your comments to City staff.

Your Information

1. First Name

Ben

2. Last Name

Alexander

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

Sandy Springs

6. State

Georgia

7. ZIP Code

██████

Petition Information

8. Case Number

U20-0001

This number can found on the petition page and begins with RZ or U. If you came to this form by clicking a link on the petition page, it will still be open in another browser tab.

9. Comments

Our family lives at █████ between 6324 and 6304. We moved into the house in 2016, with a backyard full of trees, and the trees beyond our property.

We lost the majority of tall trees in our backyard and currently can still see the current maintenance shed partially even now in late May. We ask that trees be planted now to get a head start on growth, and more importantly that new and current trees are taken care of long-term. Any opportunity to limit the size of new buildings, height and square footage, and for not moving closer to the property line is appreciated.

Even before the pandemic, but especially now and after, we are at home 98% of the year as we have medically fragile daughter and anything that helps with both the aesthetics and sounds makes a big difference in our lives.

Thank you,

The Alexanders

Thank you,
Sandy Springs, GA

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Horst, Alexandra

From: noreply@sandyspringsga.gov
Sent: Friday, May 29, 2020 9:30 PM
To: Anspach, Matthew; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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

A new entry to a form/survey has been submitted.

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 05/29/2020 9:30 pm
Response #: 717
Submitter ID: 32399
IP address: 73.43.182.53
Time to complete: 4 min. , 48 sec.

Survey Details

Page 1

Use the form below to send your comments to City staff.

Your Information

1. First Name

George

2. Last Name

Wu

3. Email Address

[REDACTED]

4. Address

Not answered

5. City

Sandy Springs

6. State

Georgia

7. ZIP Code

[REDACTED]

Petition Information

8. Case Number

U20-0001

This number can found on the petition page and begins with RZ or U. If you came to this form by clicking a link on the petition page, it will still be open in another browser tab.

9. Comments

My name is George Wu, and my wife and I live at [REDACTED] at where the cul-de-sac directly facing the proposed mausoleums and the potential move of the maintenance shed. I echo my neighbors' concerns about the size of the proposed mausoleums and maintenance shed and potentially lack of tree buffer between the proposed structure and the property line. I would like to see the proposed structures limited by size and square footage and well buffered by trees and extended fence so that they will not become completely visible looking from our cul-de-sac. In addition, I would also request a full tree buffer planted on the south side of the retention pond to serve as a visual buffer. Trees and buffers need to be planted preemptively so that they have enough time to mature before any construction is completed. Thank you for taking our feedback and keeping us in the loop for future communication.

Thank you,
Sandy Springs, GA

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Horst, Alexandra

From: noreply@sandyspringsga.gov
Sent: Friday, June 5, 2020 9:14 AM
To: Anspach, Matthew; Smith, Madalyn; Horst, Alexandra
Subject: Sandy Springs, GA: Rezoning or Use Permit Case Comment

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

A new entry to a form/survey has been submitted.

Form Name: Petition Comment Form - Zoning Map Amendments (Rezoning) / Conditional Use Permits
Date & Time: 06/05/2020 9:13 am
Response #: 718
Submitter ID: 32401
IP address: 2600:1700:1dd1:14a0:995:d866:d083:7cff
Time to complete: 34 min. , 11 sec.

Survey Details

Page 1

Use the form below to send your comments to City staff.

Your Information

1. First Name

Ronda

2. Last Name

Smith

3. Email Address

[REDACTED]

4. Address

[REDACTED]

5. City

Sandy Springs

6. State

Georgia

7. ZIP Code



Petition Information

8. Case Number

U20-0001

This number can found on the petition page and begins with RZ or U. If you came to this form by clicking a link on the petition page, it will still be open in another browser tab.

9. Comments

The Mountaire Springs Neighborhood Association appreciates that there was an opportunity for the materially affected neighbors to engage with the cemetery on the matter of this update to their master plan.

The concession made to date regarding building heights of 25 feet rather than the original 35 feet proposed for the mausoleums will reduce the visual impact these buildings will have.

The need for quality plantings and the proper maintenance of these in the required buffer areas will be critical to reducing the visibility of the new construction of the Maintenance Building and proposed mausoleums.

The neighborhood asks that plantings be done in a preemptive way well in advance of the proposed construction to allow for time for growth and maturity, as well as replacement if need be, of those trees that will serve to shield the new buildings from view. Please do not wait until just prior to or after construction to plant.

Critically please insure the limits of disturbance are observed once any construction begins to protect existing trees and plantings.

Additionally the affected homeowners have asked for; the height of the new maintenance building be limited to the height of the existing building which is approximately 18 feet and that the existing planted fenceline be continued to the new location to serve as an extension of the visual barrier the currently installed fence and plantings provide.

The construction for the proposed northernmost mausoleum (which will replace the existing maintenance building) will impact trees to the north that are currently serving as a visual buffer. The neighborhood requests that the new mausoleum building not be constructed any closer than the existing maintenance building is today.

Thank you,
Ronda Smith
Mountaire Springs Neighborhood Association
President

Thank you,
Sandy Springs, GA

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

STATE OF GEORGIA
COUNTY OF FULTON

**AN ORDINANCE TO ALLOW FOR A CONDITIONAL USE PERMIT TO
MODIFY PREVIOUS CONDITIONS FROM ZM11-005/CV11-007 AT 201 & 0
MOUNT VERNON HIGHWAY & 0 MOUNT VERNON HIGHWAY NE**

BE IT ORDAINED by the City Council for the City of Sandy Springs, Georgia while in regular session on October 20, 2020 at 6:00 p.m. as follows:

SECTION 1. That the Official Zoning Map, incorporated into and part of the City of Sandy Springs Development Code be amended so the property located at **201 & 0 Mount Vernon Highway & 0 Mount Vernon Highway NE** (Parcel #s 17 0124 LL0154, 17 0123 LL1187, & 17 0089 LL0116), consisting of a total of approximately 122.2 acres, be allowed a conditional use permit under the CON (Conservation) & RD-27 (Residential Detached, 27,000 square foot minimum lot size) Districts with conditions, to wit; and

1. To the owner's agreement to restrict the use of the subject property to the following:
 - a. A Cemetery and Mausoleums and accessory structures.
 - b. Administrative offices and sales offices incidental to the use described in condition 1.a., for a total gross square footage, including existing structures, not to exceed 7,500 square feet.
 - c. Funeral establishments shall be prohibited.
 - d. The manufacturing of vaults shall be prohibited. Storage of vaults shall be allowed.
2. To the owner's agreement to abide by the following:
 - a. To the "*Overall Site Plan*" received by the City of Sandy Springs Community Development Department on April 29, 2020.
 - b. Any Land Development Permit related to this Conditional Use Permit application shall include providing stormwater management that is compliant with current standards, for the drainage basin containing the proposed development, considering the basin to be fully developed as represented on the Conditional Use Permit "*Overall Site Plan*" received by the Community Development Department on April 29, 2020. Any proposed additional development shall be contingent upon the owner accepting ownership of the pond and holding the City of Sandy Springs harmless for the pond, its operation, and its maintenance by executing Inspection and Maintenance Agreements. Operation and maintenance of stormwater management shall be the responsibility of the property owner. This condition must be fully complied with prior to the issuance of further Development Permits.
 - c. To buffers and landscaping no less than required by Code and/or indicated on the "*Aerial Photo of Site with Boundary and Buffers*" and "*Perimeter Tree Buffer Enhancement Plan*" received by the Community Development Department on May 15, 2020, whichever is greater.
 - d. At least one (1) year prior to the start of construction on the Proposed New Maintenance Building and at least one (1) year prior to the start of construction on the Proposed Community Mausoleum I, the applicant shall submit a landscape screening plan to Staff and, as approved by the City of Sandy Springs Arborist, install evergreen screening plantings at a minimum installed height of eight (8) feet on the north side of those buildings.

- e. To a maximum lot coverage of 629,207.95 square feet, or 11.82% of the total site.
 - f. To a maximum building height for the Proposed New Maintenance Building of 25 feet.
 - g. To a maximum building height for Proposed Community Mausoleums H, I, and J of 25 feet.
 - h. Should there be any conflict between provisions, the stricter provision shall apply.
3. To the owner's agreement to the following site development considerations:
- a. No vehicle traffic shall come within 25 feet of residential property, except along existing paved roadways permitted within the setbacks pursuant to this petition.
 - b. Replant to buffer standards per Div. 8.2. of the Development Code the area between the existing drive and the property line (by the Masonic, Cross, and Monument sections).
 - c. No more than the two (2) existing exits/entrances on Mount Vernon Highway. Curb cut location and alignment are subject to the approval of the City of Sandy Springs City Engineer or Community Development Director and Department of Public Works.
 - d. No access shall be allowed from Long Island Drive where it adjoins the northern property line.
 - e. Provide a setback for graves along Mount Vernon Highway in Area #1 from the right-of way line to the fence line on the east side of the main entrance. On the west side of the main entrance, the setback shall be 60 feet and no graves shall be allowed at the 60- foot setback line and within the area up to the fence.
 - f. Provide a 20-foot side yard setback for graves in Area #4 for a distance of 313 feet.
 - g. Provide a landscape strip along Mount Vernon Highway in Area 1 in varying widths from the fence line to the property line on the east side of the main entrance. In areas where the fence line and property line overlap, a landscape strip shall be planted 3 feet into the right-of-way subject to approval from the Department of Public Works. The City of Sandy Springs will not be responsible for maintaining the landscaping. Should the City need to provide maintenance that eliminates the landscaping, it will not be responsible for restoring the landscaping. The area on the west side of the main entrance shall remain an undisturbed buffer between the angled fence and the property line.
 - h. The applicant shall provide a performance bond to the City of Sandy Springs at the time the landscape plan for Area 1 is approved. Appropriate Inspection and Maintenance Agreements should be drafted to satisfy the City Attorney.
 - i. Provide a landscape strip planted to buffer standards in the following widths shown. Said plantings and specifications shall be subject to the approval of the City of Sandy Springs Arborist.
 - Area #2- Ten (10) feet
 - Area #3- Five (5) feet (along property line labeled for a distance of 340 feet)
 - Area #4- Twenty (20) feet (along property line labeled for a distance of 313 feet)
 - j. Provide a five (5)-foot landscape strip planted to buffer standards in Area #3 along property line labeled for a distance of 635 feet.

- k. Demarcate existing and future grave sites along all interior property lines, interior to any required landscape strip, buffer, improvement setback, or tree save area, whichever applies, as follows. The replacement fence will serve as demarcation in Area 1 for existing and future graves along Mount Vernon Highway. Areas 2, 3 and 4 shall be demarcated with 6" x 6" flush markers every 50 feet that are painted and readily identifiable. In undeveloped areas, a four (4)-foot high above ground metal fence post shall be installed every 50 feet with the top of post painted and readily identifiable, subject to the approval of the Community Development Director.
- l. The tree save area shall be demarcated with 6" x 6" flush markers on all corners that are painted and readily identifiable, subject to the approval of the Community Development Director.
- m. Demarcation plan subject to the approval of the Community Development Director shall be maintained in the Arlington Park sales office at all times.
- n. Provide a 35-foot side yard setback for a distance of 213 feet for graves in Area #4 starting beyond the 313 feet.
- o. Provide a tree save area, subject to the approval of the City of Sandy Springs Arborist. A separate map of the tree save area shall be maintained in the Arlington Park sales office at all times.
- p. Plant one (1) row of six (6) plants to be approved by the City of Sandy Springs Arborist behind 430 Riverhill Drive, beginning at the edge of the residents' south property line and running north for a distance of 50 feet, for the purpose of screening. Plantings shall be completed prior to issuance of a Land Disturbance Permit (LDP).
- q. Arlington Cemetery shall maintain the required planted buffers and landscape strips.
- r. To allow the applicant an exemption from the requirements of the Streetscape standards for planting strip, sidewalks, street trees and lighting due to the existence of graves along the majority of the property line along Mount Vernon Highway.
- s. Reserve an area extending 130' from the centerline of Mount Vernon Highway from the vehicular entrance southwest to the property line adjacent to 211 Mount Vernon Highway as future right of way. The reserved area may not include any permanent structures or burial plots.
- t. Prior to each major phase of expansion, construction fencing shall be installed along all clearing limits and inspected by the City of Sandy Springs prior to clearing. Said fencing shall be subject to the approval of the City of Sandy Springs Arborist.
- u. Planting of trees in compliance with the City of Sandy Springs shall be made in buffer areas along the property lines, as practically as possible, to enhance the existing vegetative buffer. Said tree planting plan shall be subject to the approval of the City of Sandy Springs Arborist.
- v. The relocated maintenance building shall be painted a dark or neutral color to limit its visibility from surrounding residential areas.
- w. Proposed mausoleums located along the eastern property line adjacent to properties fronting Bonnie Lane shall be set back 115 feet. Said mausoleums shall be located consistent with the existing grade of the land in this area.

- x. All the required natural, undisturbed buffers shall be replanted where sparsely vegetated, subject to the approval of the City of Sandy Springs Arborist.
 - y. In areas immediately adjacent to the stormwater management ponds, the owner shall re-vegetate the buffers along the property lines and will plant trees around the perimeter of the ponds where land clearing activities are required to construct the ponds, as necessary. Areas excluded from the aforementioned re-vegetation include the dam embankments, spillways, areas within the stormwater management ponds, and areas around the ponds needed for maintenance vehicles and access.
4. To the owner's agreement to abide by the following requirements, dedications, and improvements: To work with the City of Sandy Springs Department of Public Works on roadway and intersection improvement projects and provide necessary right-of-way along the entire frontage, at no cost to the City, for the City to perform said projects.
5. To the owner's agreement to abide by the following:
- a. The Owner must provide an as-built certification on the stormwater management system and submit Inspection and Maintenance Agreements on all stormwater management facilities.
 - b. No mausoleums or structures exceeding three (3) feet from finish grade shall be within the 75-foot stream buffer.
 - c. The owner/applicant shall restore the 25-foot stream buffer areas that are currently disturbed and are disturbed as a result from any proposed additional development that is a part of this application. The aforementioned stream buffer areas shall be restored and maintained to riparian standards as regulated.
 - d. To work with the City of Sandy Springs Department of Public Works regarding future roadway and intersection improvement plans.
 - e. To limit access at Lake Forrest Drive / Mount Vernon Highway entrance to Emergency Access Only.

SECTION 2. That the property shall be developed in compliance with the conditions of approval, as attached to this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

SECTION 3. That all Ordinances or part of Ordinances in conflict with the terms of this Ordinance are hereby repealed; and

SECTION 4. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature of approval of the Mayor.

APPROVED AND ADOPTED this the 20th day of October, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk

(Seal)

Mayor and City Council

October 20, 2020



SANDY SPRINGS™
GEORGIA

U20-0001

**201 & 0 Mount Vernon Highway
(Parcel # 17 0123 LL1187) & 0 Mount Vernon
Highway NE (Parcel # 17 0089 LL0116)**

**PC RECOMMENDATION (7/22/2020):
APPROVAL WITH STAFF'S RECOMMENDED CONDITIONS AND ADDITIONAL CONDITION**

**PC DECISION (6/17/2020):
DEFERRAL**

**STAFF RECOMMENDATION:
APPROVAL WITH CONDITIONS**

Request

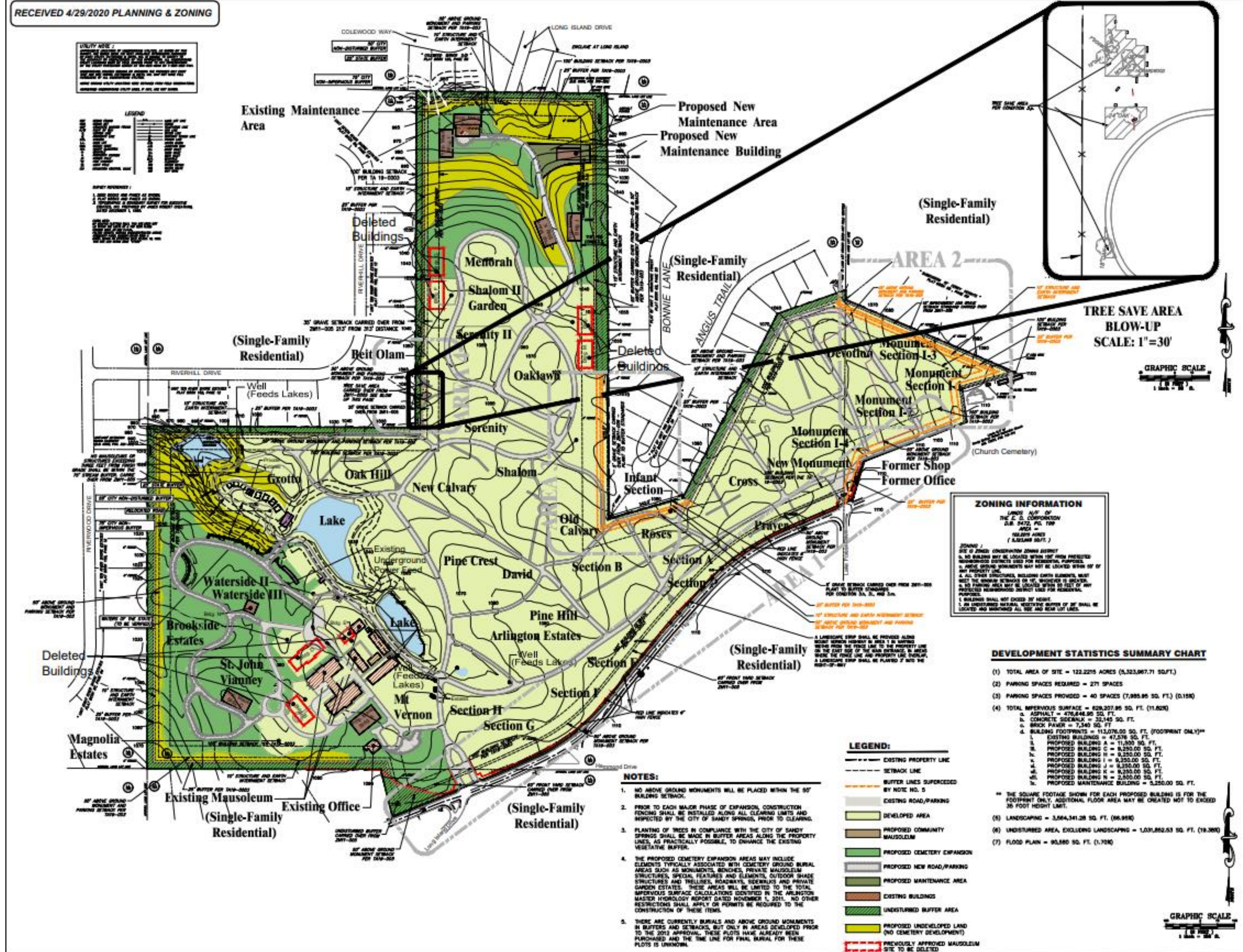
- Request for a **Conditional Use Permit** to modify previous conditions from ZM11-005/CV11-007.

Summary and Background

- Arlington Memorial Park Cemetery/Mausoleum
- 3 parcels previously AG-1, then CON and RD-27
- Cemetery/Mausoleum permitted in CON with Conditional Use Permit
- Requests:
 - Revise previously approved site plan
 - Remove 7 previously proposed and approved mausoleums (B, D, E, F, G, L, M)
 - Remove timeframe restriction on mausoleum construction of A, B, C
 - Proceed with construction of 1 previously proposed and approved mausoleum (A)

Site Plan

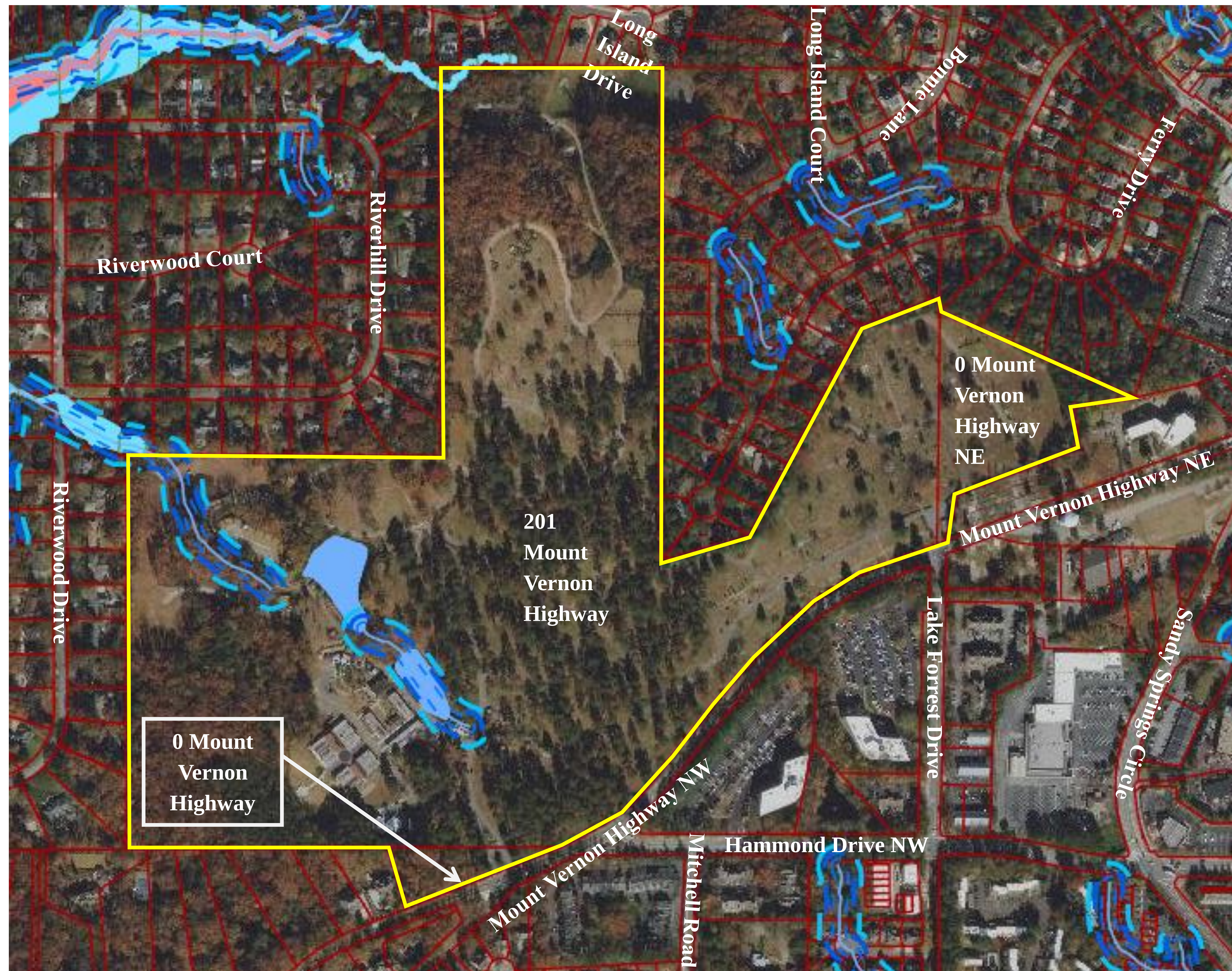
RECEIVED 4/29/2020 PLANNING & ZONING



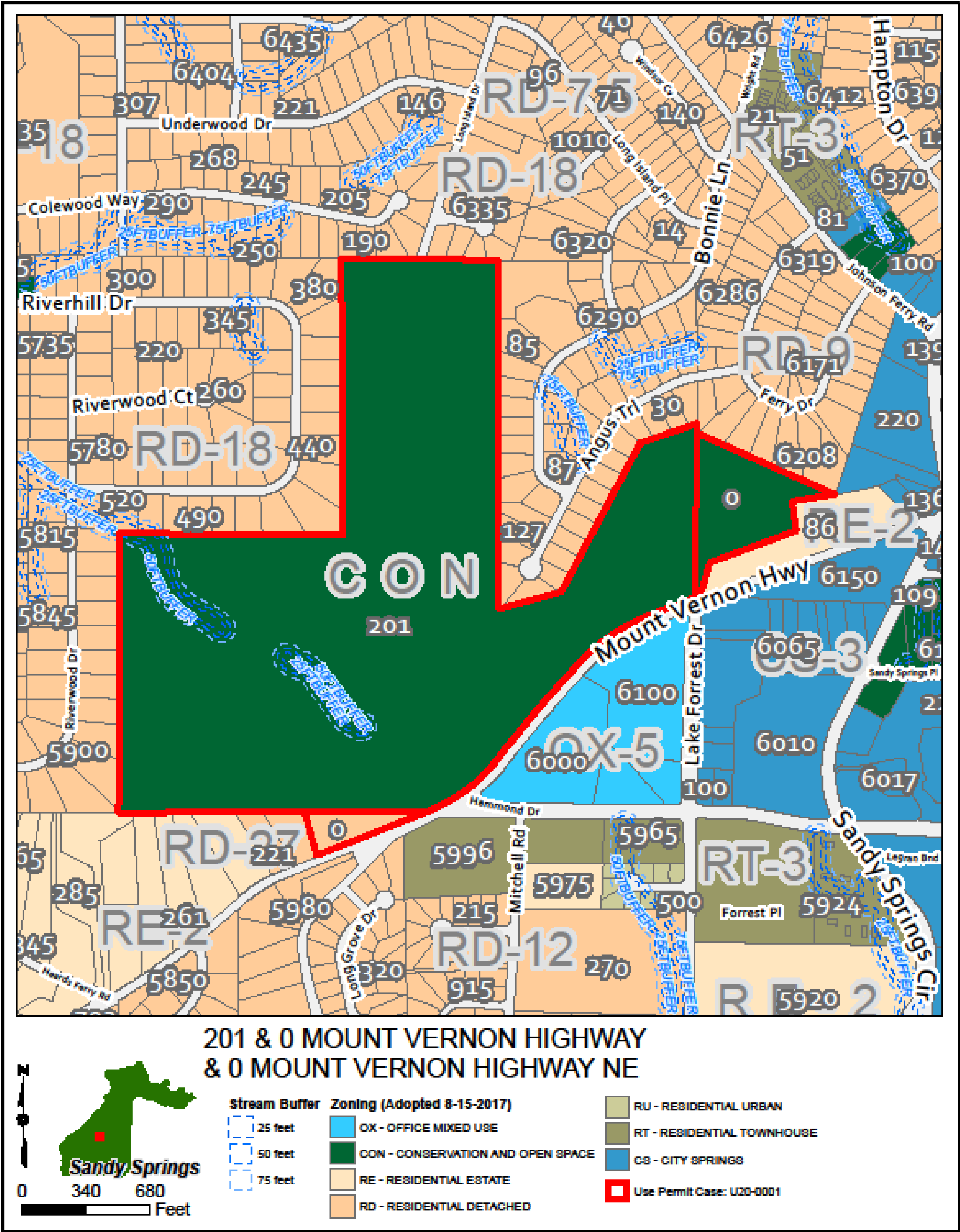
Existing Conditions



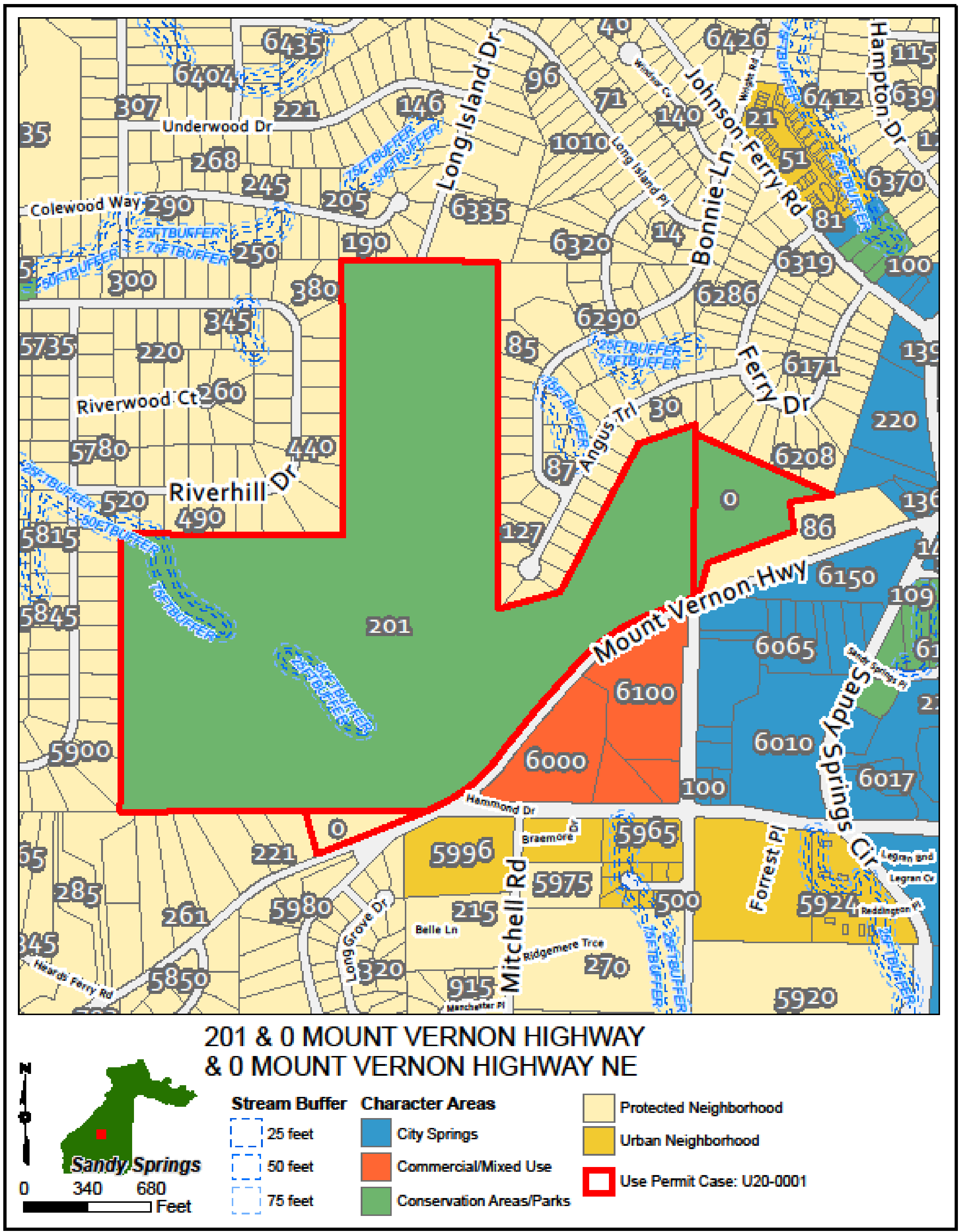
Aerial Image



Zoning Map



Character Area Map



Conditional Use Permit and Cemetery/Mausoleum Use Standard Considerations

- No buildings proposed within 100' of PN
- No above ground monuments nor parking areas within 50' of property line or PN
- No proposed structures in 10' structure and earth interment setback
- Proposed lot coverage is 11.82%
- 25' undisturbed natural vegetative buffer along side and rear lot lines

Recommendations

- PC recommended **Approval with Staff's recommended Conditions and an additional Condition.**
 - At least one (1) year prior to the start of construction on the Proposed New Maintenance Building and at least one (1) year prior to the start of construction on the Proposed Community Mausoleum I, the applicant shall submit a landscape screening plan to Staff and, as approved by the City of Sandy Springs Arborist, install evergreen screening plantings at a minimum installed height of eight (8) feet on the north side of those buildings.
- Staff recommends **Approval with Conditions of Conditional Use Permit U20-0001.**
- Request is to modify previous conditions from ZM11-005/CV11-007, Staff recommends that previous conditions that remain relevant be carried over and revised



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager
FROM: Ginger Sottile, Director of Community Development
DATE: September 16, 2020 Submission for the October 20, 2020 Meeting
ITEM: Request for Mayor and City Council Consideration of Adoption of the Annual Capital Improvements Element (CIE) Update

Recommendation:

APPROVAL of a Resolution for Adoption of the Annual Capital Improvements Element (CIE) Update.

Background:

The Annual Financial Report has been adjusted to reflect the 2020-2021 beginning balances, impact fees collected and accrued interest for each public facility type.

All local governments that utilize an impact fee system under the Georgia Development Impact Fee Act (GDIFA) must include a Capital Improvements Element (CIE) in their Comprehensive Plans and update the Capital Improvements Element (CIE) portion of their plan annually.

Discussion:

The draft has been reviewed by both the Atlanta Regional Commission (ARC) and the Department of Community Affairs (DCA), both agencies have found the City of Sandy Springs has adequately addressed applicable requirements.

Renewal of Qualified Local Government (QLG) status is contingent upon official adoption of the Capital Improvement Element Annual Update and as an amendment to the City's Comprehensive Plan. Upon receiving notification that the Capital Improvement Element Annual Update has been adopted, the Department of Community Affairs (DCA) will renew the City's Qualified Local Government (QLG) status.

Financial Impact:

N/A

Alternatives:

Choose to not adopt the resolution.

Attachments:

1. Resolution Adoption CIE 2020-2021
2. City of Sandy Springs 2020 CIE Transmittal Package
3. 2020.10.12_CIEAnnualUpdate_ARCApproval

Reading: October 20, 2020

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION FOR THE ADOPTION OF THE CAPITAL IMPROVEMENTS ELEMENT (CIE)

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

WHEREAS, the Annual Update of the Capital Improvements Element and Work Program was prepared in accordance with the Development Impact Fees Compliance Requirement and the Minimum Planning Standard and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a public hearing was held on September 1, 2020 at City Hall; and

WHEREAS, the Annual Update of the Capital Improvements Element and Work Program was approved by the Atlanta Regional Commission Regional Development Center on October of 2020.

BE IT THEREFORE RESOLVED, that the Mayor and City Council of the City of Sandy Springs does hereby adopt the annual update of the Capital Improvements Element and Work Program covering the five-year period 2018-2022, as per the requirements of the Georgia Planning Act of 1989.

1.

The Mayor and City Council of the City of Sandy Springs do hereby approve the Resolution for the Adoption of the 2018-2022 Capital Improvements Element (CIE).

2.

This Resolution is effective October 20, 2020; and

RESOLVED this the 20th day of October, 2020.

Approved:

Rusty Paul, Mayor

Attest:

Lia Jones, Interim City Clerk
(Seal)

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION TRANSMITTAL FOR CAPITAL IMPROVEMENTS ELEMENT (CIE)

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

WHEREAS, the annual update of the Capital improvements Element and Work Program was prepared in accordance with the Development Impact Fees Compliance Requirement and the Minimum Planning Standard and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a public hearing was held on September 1, 2020, at City Hall.

BE IT THEREFORE RESOLVED, that the Mayor and City Council of the City of Sandy Springs does hereby submit the annual update of the Capital Improvements Element and Work Program covering the five-year period 2021-2025 to the Atlanta Regional Commission Regional Development Center for Regional review, as per the requirements of the Georgia Planning Act of 1989.

1.

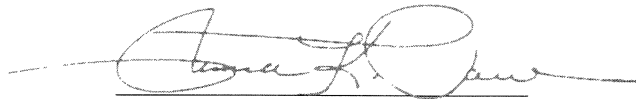
The Mayor and City Council of the City of Sandy Springs do hereby approve the Resolution Transmittal for the Annual Update to the Capital Improvements Element (CIE).

2.

This Resolution is effective September 1, 2020; and

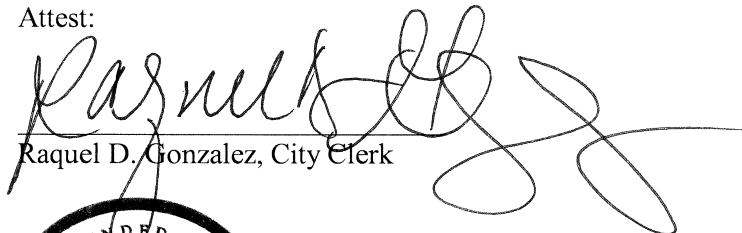
RESOLVED this the 1st day of September, 2020.

Approved:



Rusty Paul, Mayor

Attest:


Raquel D. Gonzalez, City Clerk

CITY OF SANDY SPRINGS

ANNUAL FINANCIAL REPORT FOR 2020

Public Facility Type *	Total Impact Fee Fund	Transportation	Parks & Recreation	Public Safety
Service Area	City Wide	City Wide	City Wide	City Wide
Beginning Impact Fee Fund Balance (see NOTE)	\$7,423,781.46	\$1,172,243.01	\$5,465,868.58	\$785,669.87
Impact Fees Collected	\$890,215.91	\$498,181.51	\$336,245.48	\$55,788.92
Interest Income Current and Prior Years (see NOTE)	\$74,707.43	\$12,889.00	\$57,754.15	\$4,064.28
Project Expenditures **	(\$3,538,292.13)	(\$661,027.54)	(\$2,060,864.59)	(\$816,400.00)
Administrative Costs ***	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fee Refund	\$0.00	\$0.00	\$0.00	\$0.00
Ending Impact Fee Fund Balance	\$4,850,412.67	\$1,022,285.98	\$3,799,003.62	\$29,123.07
Impact Fees Encumbered****	\$704,832.44	\$451,180.04	\$253,652.40	\$0.00

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

* Impact Fees not collected for these Public Facility types:

- Water Supply (Provided by City of Atlanta)
- Waste Water (Provided by Fulton County)
- Libraries
- Stormwater

** Project Expenditures relate to:

Transportation - T0058 City Center Trans Network	\$661,027.54
Parks & Recreation - P0020 Crooked Creek Park	\$102,530.59
Parks & Recreation - P0031 Parkland Acquisition	\$1,958,334.00
Public Safety - CIPV New Firetruck (ENCORE Command)	\$816,400.00

*** Impact Fees have not been collected for administrative costs

**** Impact Fees encumbered relate to:

Transportation - T0058 City Center Trans Network	\$451,180.04 remaining
Parks & Recreation - P0020 Crooked Creek Park	\$111,986.40 remaining
Parks & Recreation - P0031 Parkland Acquisition	\$141,666.00 remaining

CITY OF SANDY SPRINGS

5-YEAR WORK PROGRAM ADDENDUM: IMPACT FEE ELIGIBLE PROJECTS

Project Description	2021	2022	2023	2024	2025	Responsible Party (City Dept.)	Estimated Cost	Funding Source	Notes/ Explanation
Parks and Recreation									
4 new tennis courts at Sandy Springs Tennis Center		x	x	x	x	Recreation and Parks	\$424,320	58.32% impact fees; General Fund	Capital Project #P0006
Old Riverside Drive Park Improvements							\$721,276	Impact fees and General Fund:	Capital Project #P0019
1 new playground		x	x	x	x	Recreation and Parks	\$116,388	96.24% impact fees; General Fund	
1 new grassed playfield		x	x	x	x		\$155,074	42.77% impact fees; General Fund	
2 new picnic shelters		x	x	x	x		\$139,568	92.67% impact fees; General Fund	
1 new restroom building		x	x	x	x		\$310,246	85.54% impact fees; General Fund	
1 new park walking trail at Crooked Creek Park	x					Recreation and Parks	\$600,000	96.24% impact fees; General Fund	Capital Project #P0020
Roswell Road bike/ped bridge (over Chattahoochee River)	x	x				Public Works	\$725,882	27.74% impact fees; General Fund	Capital Project #T0035
Glenridge Drive sidewalks (High Point to Roswell Rd.)	x	x				Public Works	\$402,300	27.74% impact fees; General Fund	To be completed in phases
Spalding Drive sidewalks (Dunwoody Rd. to Ex.Drive near Dunwoody city limits)						Public Works	\$41,625	27.74% impact fees; General Fund	REMOVE
Park Land Acquisition	x					Recreation and Parks	\$4,242,375	100.00% impact fees	Capital Project #P0031

CITY OF SANDY SPRINGS

5-YEAR WORK PROGRAM ADDENDUM: IMPACT FEE ELIGIBLE PROJECTS

Project Description	2021	2022	2023	2024	2025	Responsible Party (City Dept.)	Estimated Cost	Funding Source	Notes/ Explanation
Public Safety									
Construct Panhandle Fire Station		x	x	x	x	Fire / Administration	\$4,050,400	100% impact fees	
Purchase ladder fire truck	x					Fire Rescue	\$1,400,000	100% impact fees	
Construct Public Safety Complex	x	x				Fire / Police / Administration	\$38,634,728	27.74% impact fees; General Fund	Capital Project #F0009
Purchase Rescue/Airlight/Rehab Truck						Fire Rescue	\$750,000	100% impact fees	COMPLETE
Road Improvements									
Boylston Rd. Connector	x	x	x			Public Works	\$5,860,659	28.7% impact fees; General Fund	Capital Project #T0058, Phase 2 in design
Expansion of Advanced Traffic Management System (ATMS)	x	x	x	x		Public Works	\$3,492,671	28.7% impact fees; General Fund	
Johnson Ferry Rd. widening and intersection improvements	x	x				Public Works	\$18,973,000	28.7% impact fees; General Fund	In conjunction with Capital Project TS- 191
Abernathy Rd. road and intersection improvements		x	x	x		Public Works	\$1,027,000	28.7% impact fees; General Fund	Under study
Roswell Road at Glenridge Intersection Improvement	x					Public Works	\$4,292,850	28.7% impact fees; General Fund	Capital Project T- 0043 in construction
Holcomb Bridge/River Exchange @ Spalding Dr Intersection	x	x				Public Works	\$3,000,000	28.7% impact fees; General Fund	Capital Project T- 0066
Intersection - Roswell Rd. @ Roberts Dr.	x	x	x			Public Works	\$5,500,000	28.7% impact fees; General Fund	

5-YEAR WORK PROGRAM ADDENDUM: IMPACT FEE ELIGIBLE PROJECTS

Project Description	2021	2022	2023	2024	2025	Responsible Party (City Dept.)	Estimated Cost	Funding Source	Notes/ Explanation
Intersection - Roswell Rd. @ North River Pkwy.				x	x	Public Works	\$1,000,000	28.7% impact fees; General Fund	
Intersection - Roswell Rd. @ Morgan Falls Rd.			x	x		Public Works	\$1,000,000	28.7% impact fees; General Fund	
Intersection - Roswell Rd. @ Dalrymple Rd.	x	x				Public Works	\$1,700,000	28.7% impact fees; General Fund	Capital Project TS-108
Intersection - Colquitt Rd. @ Pitts Rd.	x	x	x			Public Works	\$500,000	28.7% impact fees; General Fund	
Intersection - Peachtree Dunwoody Rd. @ Crestline	x	x	x			Public Works	\$1,000,000	28.7% impact fees; General Fund	
Intersection - Johnson Ferry Rd. @ Peachtree Dunwoody Rd.	x	x	x			Public Works	\$10,000,000	28.7% impact fees; General Fund	
Intersection - Roswell Rd. @ Lake Placid				x	x	Public Works	\$500,000	28.7% impact fees; General Fund	



Atlanta Regional Commission

October 12, 2020

Mayor Rusty Paul
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

RE: 2020 Capital Improvements Element (CIE) Update

Dear Mayor Paul:

ARC has completed the regional review of the 2020 CIE Annual Update for the City of Sandy Springs. We are pleased to inform you that the Georgia Department of Community Affairs (DCA) has determined that the updates conform to the Development Impact Fee Compliance Requirements. No additional comments were received.

Renewal of Qualified Local Government (QLG) status is contingent on local adoption of the update, which may take place at any time. Once adopted, please send ARC digital copies of the adoption resolution and the final, "as adopted" update documents, so that we may forward them to DCA. Upon receiving notice that the update has been adopted, DCA will renew the City's QLG status.

I commend the City's leadership and staff for your commitment to the comprehensive planning process. Please contact Greg Giuffrida at ggiuffrida@atlantaregional.org or 470-378-1531 if you have any questions or if we can provide further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Samyukth Shenbaga", with a stylized flourish at the end.

Samyukth Shenbaga, AICP
Manager, Community Development Group

Enclosures

Cc: Alexandra Horst, Planner II

atlantaregional.org

International Tower
229 Peachtree St, NE | Suite 100
Atlanta, Georgia 30303



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Carlisle, Assistant Finance Director

DATE: October 1, 2020 Submission for the October 20, 2020 Meeting

ITEM: ABL_72311 - Approval of Alcoholic Beverage License Application for 6125 Roswell Rd LLC, DBA C&S Seafood & Oyster Bar at 6125 Roswell Road Suite 700, Sandy Springs, GA 30328. Applicant is Jonathan Schwenk 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 6125 Roswell Rd LLC, DBA C&S Seafood & Oyster Bar at 6125 Roswell Road Suite 700, Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on August 31, 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 Hilderbrand Drive and Denmark Drive.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue - \$4,325.00

Alternatives:

None

Attachments:

1. final hearing letter- C&S Seafood & Oyster Bar
2. Public Hearing Letter - C&S Seafood & Oyster Bar



SANDY SPRINGS

GEORGIA

To: Andrea Surratt, City Manager

From: Toni Carlisle, Interim Finance Director

Date: October 1, 2020 for Submission onto the October 20, 2020 City Council Meeting

Agenda Item: 72311 - Approval of Alcoholic Beverage License Application for 6125 Roswell Rd LLC, DBA C&S Seafood & Oyster Bar at 6125 Roswell Road Suite 700, Sandy Springs, GA 30328. Applicant is Jonathan Schwenk 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 6125 Roswell Rd LLC, DBA C&S Seafood & Oyster Bar at 6125 Roswell Road Suite 700, Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on August 31, 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 Hilderbrand Drive and Denmark Drive.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$4.325.00

Concurrent Review:

Christian Avila, Revenue Manager



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
20-72311**

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

DATE & TIME: October 20, 2020
6:00 P.M.

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

APPLICANT: 6125 Roswell Rd LLC
DBA C&S Seafood & Oyster Bar
6125 Roswell Road Suite 700
Sandy Springs, GA 30328



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Carlisle, Assistant Finance Director

DATE: October 1, 2020 Submission for the October 20, 2020 Meeting

ITEM: ABL_72317 - Approval of Alcoholic Beverage License Application for Successmok, LLC DBA One Sushi at 6115 Peachtree Dunwoody Road Suite K120, Sandy Springs, GA 30328. Applicant is Yeon Mok 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 Successmok, LLC DBA One Sushi at 6115 Peachtree Dunwoody Road Suite K120, Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on August 31, 2020. Applicant has passed the background investigation.

Discussion:

This is a change of ownership for consumption on the premises Wine, Malt Beverages, and Distilled Spirits. Business is located between Central Park Drive and Hammond Drive NE.

Financial Impact:

\$4,325.00

Alternatives:

None

Attachments:

1. final hearing letter- One Sushi
2. Public Hearing Letter - Successmok LLC DBA One Sushi



SANDY SPRINGS

GEORGIA

To: Andrea Surratt, City Manager

From: Toni Carlisle, Interim Finance Director

Date: October 1, 2020 for Submission onto the October 20, 2020 City Council Meeting

Agenda Item: 72317 - Approval of Alcoholic Beverage License Application for Successmok, LLC DBA One Sushi at 6115 Peachtree Dunwoody Road Suite K120, Sandy Springs, GA 30328. Applicant is Yeon Mok 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 Successmok, LLC DBA One Sushi at 6115 Peachtree Dunwoody Road Suite K120, Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on August 31, 2020. Applicant has passed the background investigation.

Discussion:

This is a change of ownership for consumption on the premises Wine, Malt Beverages, and Distilled Spirits. Business is located between Central Park Drive and Hammond Drive NE.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$4,325.00

Concurrent Review:

Christian Avila, Revenue Manager



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
20-72317**

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

DATE & TIME: October 20, 2020
6:00 P.M.

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

APPLICANT: Successmok, LLC
DBA One Sushi
5958 Roswell Road
Sandy Springs, GA 30328



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members

FROM: Andrea Surratt, City Manager, & Courtney E. Rogers, Davenport & Company

DATE: October 9, 2020 Submission for the October 20, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve and Adopt Certain Financial Policies for the City of Sandy Springs

Recommendation:

The City Manager recommends approval of the attached Financial Policies.

Background:

The City received high credit ratings from Standard & Poor's and Moody's in support of the City's Taxable Refunding Revenue Bonds Series 2020. Moody's maintained the City's Aaa rating, and Standard & Poor's revised its outlook to positive from stable and affirmed the AA+ rating. Both Standard & Poor's and Moody's cited the City's strong socioeconomic profile, consistent positive financial performance, ample reserves, and manageable fixed costs among the reasons for the confident ratings.

While the City has an existing Purchasing Policy in place, the Finance Department, Legal Department, and City Manager have been working with our auditing firm and financial advisors to update the existing policy and prepare additional expand upon existing compliance requirements for federal, state, and local regulations affecting the Finance Department and its activities.

Discussion:

The City of Sandy Springs Financial Management Program includes five (5) components for successful financial management:

1. Cash and Investment Management Policy
2. Debt Management Policy
3. Fund Balance Policy
4. Post-Issuance Compliance and Continuing Disclosure Policy
5. Purchasing Policy

Financial Impact:

The Credit Ratings given to the City impact the interest rates and borrowing power of the City. This Financial Management Program would strengthen the chance of improved Credit Ratings.

Alternatives:

Council could decide not to adopt the Financial Management Program as proposed and risk future lower results on the City's Long Term Underlying Credit Rating in the future.

Attachments:

1. Financial Policies Resolution

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION OF THE CITY OF SANDY SPRINGS CITY COUNCIL TO APPROVE
AND ADOPT CERTAIN FINANCIAL POLICIES FOR THE CITY OF SANDY SPRINGS**

WHEREAS, the City of Sandy Springs ("City") has a responsibility to ensure it handles public funds appropriately; and

WHEREAS, written, adopted financial policies and internal controls have many benefits in assisting Council with the financial management of the City; and

WHEREAS, the auditing firm for the City has recommended that Council adopt financial and internal control policies that promote sound financial management practices designed to meet Council's goals and objectives; and

WHEREAS, City staff has prepared the following policies that outline procedures, safeguards, and internal controls for public fund management: Cash and Investment Management Policy, a copy of which is attached hereto as Exhibit A; Debt Management Policy, a copy of which is attached hereto as Exhibit B; Fund Balance Policy, a copy of which is attached hereto as Exhibit C; and Post-Issuance Compliance and Continuing Disclosure Policy, a copy of which is attached hereto as Exhibit D; and

WHEREAS, it is also necessary from time to time to modify City policies currently in place; and

WHEREAS, the City has had a Purchasing Policy in place since its inception, but upon the direction of City management, City staff has reviewed and revised the City's Purchasing Policy to clarify and accurately state City's processes, practices and procedures for procurements and other matters that fall within the purview of the City's Finance Department, particularly the Purchasing Division; and

WHEREAS, a copy of the revised Purchasing Policy is attached hereto as Exhibit E.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on October 20, 2020, at 6:00 p.m. that:

1. The following new financial policies are hereby adopted:
 - a. Cash and Investment Management Policy, attached hereto as Exhibit A; and
 - b. Debt Management Policy, attached hereto as Exhibit B; and
 - c. Fund Balance Policy, attached hereto as Exhibit C; and
 - d. Post-Issuance Compliance and Continuing Disclosure Policy, attached hereto as Exhibit D.
2. The revised Purchasing Policy attached hereto as Exhibit E is hereby adopted, to replace the existing City Purchasing Policy.
3. The City Manager and Finance Director are hereby authorized to make such minor changes to the above-enumerated policies and to take such actions as may be deemed necessary or prudent to effectuate the intent of this resolution.

APPROVED AND ADOPTED this the 20th day of October, 2020.

Approved:

Russell K. Paul, Chairman

Attest:

Lia Jones, Deputy City Clerk

(Seal)

EXHIBIT A



CITY OF SANDY SPRINGS FINANCIAL MANAGEMENT PROGRAM

CASH AND INVESTMENT MANAGEMENT POLICY

Developed under the authority
of the City Council by the
Department of Finance, and
approved by ordinance on
_____, 2020.

CASH AND INVESTMENT MANAGEMENT

The objective of the cash and investment management policy is to maximize interest earnings within an environment that strongly emphasizes legal compliance and safety while providing cash flow liquidity to meet the City's financial obligations.

A. SCOPE

This investment policy applies to all cash and investments, both short and long-term, which are the responsibility, and under the management of the City of Sandy Springs Department of Finance.

B. POOLED CASH/INVESTMENT MANAGEMENT

Except for cash in certain restricted and specialized funds, the City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based upon their respective participation and in accordance with generally accepted accounting principles.

C. GENERAL OBJECTIVES

The primary objectives of investment activities shall be as follows:

1. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

i. Credit Risk

The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the safest types of securities (primarily obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government or its agencies);
- Requiring a credit rating of "Aaa" or better from Moody's rating agency and "AA+" from Standard & Poor's;
- Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the City will do business;
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

ii. Custodial Risk

Custodial risk, that is the risk associated with uninsured deposits, uninsured securities, or securities not registered in the City's name, shall be minimized by:

- Collateralizing in alignment with State of Georgia legislation equal to 110% of the deposit held in the City's name (see section F, Safekeeping and Custody, subsection 2, Collateralization);
- Holding securities in the City's name.

iii. Interest Rate Risk

The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

iv. Concentration Risk

The risk associated with a high concentration of government funds which are not diversified shall be reduced by:

- Limiting investments to any one issuer to less than 5% of the investment portfolio;
- Investments explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments are excluded from this requirement.

v. Foreign Currency Risk

The City will negate all foreign currency risk through investment only in instruments where exchange rates do not apply.

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in instruments offering same-day liquidity for short-term funds.

3. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal or to reduce any eminent risk as identified under Section 1, "Safety" of this policy;
- A security swap which improves the quality, yield, or target duration in the portfolio;
- Liquidity needs of the portfolio require that the security be sold.

D. STANDARDS OF CARE

1. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officer(s) acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility of an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

3. Delegation of Authority

Authority to manage the investment program is granted to the Finance Director, referred to as the investment officer in this policy. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

E. SAFEKEEPING AND CUSTODY

1. Authorized Financial Dealers and Institutions

A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements;
- Proof of National Association of Securities Dealers (NASD) certification;
- Proof of state registration;
- Completed broker/dealer questionnaire;
- Certification of having read and understood and agreeing to comply with the City's investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer and submitted to the City Manager.

From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, all criteria identified above shall apply. All terms and relationships will be fully disclosed prior to purchase and will be reported to the appropriate entity on a consistent basis and should be consistent with state and local law. These types of investment purchases should be approved by the City Council in advance of their purchase.

2. Internal Controls

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with regulatory policies and procedures including Generally Accepted Governmental Auditing Standards.

3. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian in the City's name, as evidenced by safekeeping receipts.

F. SAFEKEEPING AND CUSTODY

1. Investment Types

Investments (other than bond proceeds) shall be made in instruments permitted by the State of Georgia for local governments, regulated under Georgia Code, O.C.G.A. 36-83-4. Such instruments include:

- Obligations issued by the U.S. government;
- Obligations fully insured or guaranteed by the U.S. government or by a government agency of the United States;
- Obligations of any corporation of the U.S. government;
- Prime bankers' acceptances;
- The Georgia local government investment pool (i.e., Georgia Fund I);
- Repurchase agreements; and
- Obligations of other political subdivisions of the state.

In accordance with O.C.G.A. 36-82-7, investments made with unexpended bond proceeds shall be limited to:

- Bonds or obligations of the governmental entities and/or political subdivisions of the state;
- Bonds or obligations of the U.S. government which are fully guaranteed,
- Obligations of agencies of the U.S. government, bonds or other obligations of public housing agencies or municipal corporations in the United States,
- Certificates of deposit of national or state banks insured by the Federal Deposit Insurance Corporation;
- Certificates of deposit of Federal Saving and Loan Associations; and
- The Georgia local government investment pool (Georgia Fund I)

2. Collateralization

City shall require pledges of collateral from the depository institution covering at least 110% of the cash/investment. This requirement is in accordance with O.C.G.A. 36-83-5, 45-8-12, 50-17-59, and 45-8-13. Deposit-type securities (i.e., certificates of deposit) shall be collateralized at 110% of the face value.

Other investments shall be collateralized by the actual security held in safekeeping by the primary agent.

3. Repurchase Agreements/Derivatives

Repurchase agreements shall be consistent with GFOA Recommended Practices on Repurchase Agreements. Investments in derivatives of the above instruments shall require authorization by the City Council and be consistent with GFOA Recommended Practices on the "Use of Derivatives by State and Local Governments".

G. USING GEORGIA FUND I

The City will utilize the State of Georgia local government investment pool (i.e., Georgia Fund I) anytime this investment tool is deemed to be in the best interest of the City. Criteria used to determine the use of this investment pool will be the same as any other investment purchase.

H. INVESTMENT PARAMETERS

1. Diversification

The investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities);
- Limiting investment in securities that have higher credit risks;
- Investing in securities with varying maturities; and
- Continuously investing a portion of the portfolio in readily available funds such as the Georgia Local Government Investment Pool, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

2. Maximum Maturities

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase. The City shall adopt weighted average maturity limitations ranging from 90 days to 5 years, consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the City Council.

I. REPORTING

1. Methods

The investment officer shall prepare an investment report monthly which shall be included in the Department of Finance Financial Update Report. Information provided will include a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last month. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be transmitted to the City Council via a consent item placed on a City Council Meeting Agenda. At a minimum, the report will include the following:

- Listing of individual securities held at the end of the reporting period with maturity dates;
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity;
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks;
- Percentage of the total portfolio which each type of investment represents.

2. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which the portfolio performance shall be compared on a regular basis.

3. Marking to Market

The market value of the portfolio shall be calculated at least monthly and a statement of the market value of the portfolio shall be issued at least monthly.

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Governmental Accounting Standards Board References:

Statement No. 3, Deposits with Financial Institutions, Investments, and Reverse Repurchase Agreements

Statement No. 28, Accounting and Financial Reporting for Securities Lending Transactions

Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools

Statement No. 40, Deposit and Investment Risk Disclosures

EXHIBIT B



CITY OF SANDY SPRINGS FINANCIAL MANAGEMENT PROGRAM

DEBT MANAGEMENT POLICY

Developed under the authority
of the City Council by the
Department of Finance, and
approved by ordinance on
_____, 2020.

DEBT ISSUANCE AND MANAGEMENT

The goal of the City's debt policy is to maintain a sound fiscal position, thereby only utilizing long-term debt to provide resources to finance needed capital improvements, while accumulating adequate resources to repay the debt. In addition, it is the City's goal to maintain and improve its credit rating through strong financial administration. The City acknowledges that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that excess outstanding debt may have detrimental effects on the ability of the City to meet its continuing operational needs.

Issuing debt commits the City's revenues several years into the future, and may limit its flexibility to respond to changing service priorities, revenue inflows, or cost structures. Adherence to this debt policy helps ensure that the City issues and manages its debt prudently in order to maintain a sound financial position and protect its credit rating.

Credit ratings are the rating agencies' assessment of the City's ability and willingness to repay debt on a timely basis. Credit ratings are an important indicator in the credit markets and can influence interest rates a borrower must pay. Each of the rating agencies believes that debt management is a positive factor in evaluating issuers and assigning credit ratings. Therefore, implementing debt management practices will be viewed positively by the rating agencies and could influence the City's credit rating and ultimately lower borrowing costs.

A. CONDITIONS FOR ISSUING LONG-TERM DEBT

Debt financing for capital improvements and equipment will be generally used when at least one of the following conditions exist:

1. When one-time, non-continuous projects (those not requiring annual appropriations) are desired;
2. When the City determines that future users will receive a benefit from the capital improvement that the debt financed;
3. When the project is necessary to provide basic services to the City residents;
4. When total debt, including debt issued by overlapping governments (e.g., the county), does not constitute an unreasonable burden to the taxpayers; and
5. Exhaustion of the use of all other possible revenue sources provides no alternative funding for capital projects.

The City will limit its short-term borrowing to cover cash flow shortages through the issuance of tax anticipation notes.

B. SOUND FINANCING OF DEBT

When the City utilizes debt financing, the following will occur to ensure that the debt is soundly financed:

1. Analysis of the financial impact, both short-term and long-term, of issuing the debt;
2. Conservatively projecting the revenue sources that the City will use to repay the debt;
3. Insuring that the term of any long-term debt the City incurs shall not exceed the expected useful life of the asset the debt financed;
4. Maintaining a debt service coverage ratio (i.e., for revenue secured debt) that ensures that the revenues pledged for the repayment of the outstanding debt will be adequate to make the required debt service payments.

C. DEBT RETIREMENT

Generally, borrowings by the City should be of a duration that does not exceed the economic life of the capital improvement that it finances and where feasible, should be shorter than the projected economic

life. To the extent possible, the City should design the repayment of debt so as to recapture rapidly its credit capacity for future use.

D. DISCLOSURE

The City shall follow a policy of full disclosure in financial reporting and in preparing a bond prospectus.

E. LEGAL COMPLIANCE

When issuing debt, the City shall comply with all legal and regulatory commission requirements, including the continuing disclosure requirements. This compliance includes adherence to local, state and federal legislation and bond covenants.

More specifically, the Finance Director is responsible for maintaining a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort includes tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding debt issues. Additionally, general financial reporting and certification requirements embodied in bond covenants are monitored to ensure that all covenants are complied with.

The City will comply with Amended SEC Rule 15c2-12 (the "Rule") by providing secondary market disclosure for all long-term debt obligations, which are subject to the Rule. As required, the City will submit annual financial information to all nationally recognized municipal securities repositories.

F. CREDIT RATINGS

The Finance Director is responsible for maintaining relationships with the rating agencies that assign ratings to the City's various debt obligations. This effort includes providing periodic updates on the City's general financial condition along with coordinating meetings and presentations in conjunction with a new debt issuance.

G. OTHER POLICIES

All bond issue requests shall be coordinated by the Department of Finance and City Manager's Office. Requests for new bonds must be identified during the Capital Improvement Program (CIP) process. Opportunities for refunding outstanding bonds shall be communicated by the Department of Finance.

Annual budget appropriations shall include debt service payments (interest and principal) and reserve requirements for all debt currently outstanding.

Long-term borrowing shall be incorporated into the City's capital improvement plan (see above).

H. DEBT LIMITATIONS

The City hereby sets a maximum target for the City's outstanding General Obligation (GO) debt at the limit prescribed by State statute (Ga. Const. Art. IX, § V, Para. II). The statutory total of all debt is 10% of the assessed value of all taxable property. Tax Anticipation Notes (TAN's) are outside of the debt limit, as they are temporary loans which communities pay back in full within the calendar year. Additionally, as provided by law, the issuance of revenue bonds by the City's component units does not count against the legal debt margin.

The City is taking a more conservative approach and not just limiting the GO debt but all debt that is tax-supported (i.e. debt incurred by a third party but secured by the City's full faith and credit pledge).

There are two essential types of measures for debt: those that measure the budgetary impact of debt and those that measure the community's ability to support debt. The budgetary impact of debt will be expressed in the ratio of the annual debt service as a percent of governmental revenues. The City's annual tax-supported debt service shall not exceed 15% of the City's budgeted governmental revenues. The second measurement is a measure of the community's ability to support debt, which will be represented as debt as a percent full value (actual market value). The City's tax-supported debt revenue debt shall not exceed 1.75% of the digest full value.

In the event that debt incurred is deemed to be self-supporting from a dedicated revenue stream, then it can be excluded from the aforementioned debt ratios.

I. VARIABLE RATE DEBT

When appropriate, the City may choose to issue securities that pay a rate of interest that varies according to a pre-determined formula or results from a periodic remarketing of the securities. The decisions to issue such securities must be reviewed and approved by the City Manager before Mayor and Council is requested to approve their issuance.

Should the City pursue variable rate debt and enter into agreements related to the management of the interest rate, the City will follow the parameters of the agreements (security and payment provisions, risk assessment and methods for monitoring these risks) outlined in an Interest Rate Management Plan that will be developed before entering into any such arrangement.

J. REFINANCING OF OUTSTANDING DEBT

The City may contract with a Financial Advisor to monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debts. In adherence with federal tax law constraints, refunding will be considered if and when there is a net economic benefit of the refunding, the refunding is essential in order to modernize covenants or other commitments essential to operations and management, or to restructure payment schedules to optimize payments with anticipated revenue streams.

EXHIBIT C



CITY OF SANDY SPRINGS FINANCIAL MANAGEMENT PROGRAM

FUND BALANCE POLICY

Developed under the Authority
of the City Council by the
Department of Finance, and
approved by ordinance on
_____, 2020.

SECTION I. AUTHORITY

The City is responsible for providing financial policies which establish and direct the operations of Sandy Springs. The City Manager is responsible for carrying out the policy directives of the Council and managing the day-to-day operations of the executive departments, including the Department of Finance. This policy shall be administered on behalf of the City Manager by the Finance Director.

SECTION II. PURPOSE

The following policy has been adopted by the City Council in order to address the implications of the Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Definitions*. The policy is created in consideration of unanticipated events that could adversely affect the financial condition of the City and jeopardize the continuation of necessary public services. This policy will ensure that the City maintains adequate fund balances and reserves in order to:

- a.) Provide sufficient cash flow for daily financial needs,
- b.) Secure and maintain investment grade bond ratings,
- c.) Offset significant economic downturns or revenue shortfalls, and
- d.) Provide funds for unforeseen expenditures related to emergencies.

This policy and the procedures promulgated under it supersede all previous regulations regarding the City's fund balance and reserve policies.

SECTION III. DEFINITIONS

The following definitions will be used in reporting activity in governmental funds across the City. The City may or may not report all fund types in any given reporting period, based on actual circumstances and activity. This report shall be made in form of monthly unaudited financial reports presented by the City Manager to the City Council

The **general fund** is used to account for all financial resources accounted for and reported in another fund.

Special revenue funds are used to account and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt services or capital projects.

Debt service funds are used to account for all financial resources restricted, committed or assigned to expenditure for principal and interest.

Capital project funds are used to account for all financial resources restricted, committed or assigned to expenditure for the acquisition or construction of capital assets.

Permanent funds are used to account for resources restricted to the extent that only earnings, and not principal, may be used for purposes that support the City's purposes.

Fund balance reporting in governmental funds. Fund balance will be reported in governmental funds under the following categories using the definitions provided by GASB Statement No. 54:

1. **Non-Spendable Fund Balance** - Includes amounts that cannot be spent because they are either a.) not in spendable form, or b.) legally or contractually required to be maintained intact. Non-spendable amounts will be determined before all other classifications and consist of the following items (as applicable in any given fiscal year):

- The City will maintain a fund balance equal to the balance of any long-term outstanding balances due from others (including other funds of the City).
 - The City will maintain a fund balance equal to the value of inventory balances and prepaid items (to the extent that such balances are not offset with liabilities and actually result in fund balance).
 - The City will maintain a fund balance equal to the corpus (principal) of any permanent funds that are legally or contractually required to be maintained intact.
 - The City will maintain a fund balance equal to the balance of any land or other non-financial assets held for sale.
2. **Restricted Fund Balance** – Includes amounts that can be spent only for the specific purposes stipulated by the constitution, external resource providers, or through enabling legislation.
 3. **Committed Fund Balance** – Includes amounts that can be used only for the specific purposes determined by a formal action of the City Council. Commitments will only be used for specific purposes pursuant to a formal action of the City Council. A majority vote is required to approve or remove a commitment. The City Council is the City's highest level of decision-making authority, and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Council.
 4. **Assigned Fund Balance** – Includes amounts intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. The City Council delegates the City Manager and the Finance Director, together, the authority to assign amounts to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund.
 5. **Unassigned Fund Balance** – Includes the residual classification for the City's general fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

Operational guidelines. The following guidelines address the classification and use of fund balance in governmental funds:

Classifying fund balance amounts – Fund balance classifications depict the nature of the net resources that are reported in a governmental fund. An individual governmental fund may include non-spendable resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The general fund may also include an unassigned amount.

Encumbrance reporting – Encumbering amounts for specific purposes for which resources have already been restricted, committed or assigned should not result in separate display of encumbered amounts. Encumbered amounts for specific purposes for which amounts have not been previously restricted, committed or assigned, will be classified as committed or assigned, as appropriate, based on the definitions and criteria set forth in GASB Statement No. 54.

Prioritization of fund balance use – When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the City to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the City that the committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

Minimum unassigned fund balance – The City will maintain a minimum unassigned fund balance in its General Fund of 25% of the subsequent year's budgeted revenues. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

Replenishing deficiencies – When fund balance falls below the minimum 25%, the City will replenish shortages/deficiencies using the budget strategies and timeframes described below.

- The City will reduce recurring expenditures to eliminate any structural deficit, or
- The City will increase revenues or pursue other fund sources, or
- A combination of the two options above.

Minimum fund balance deficiencies shall be replenished as adopted in form of a formal plan presented by the City Manager and the Finance Director and approved by the City Council, within the following time periods:

- A deficiency resulting in a minimum fund balance between 25% and 20% of the subsequent year's budgeted expenditures and outgoing transfers shall be replenished over a period not to exceed one year.
- A deficiency resulting in a minimum fund balance between 20% and 15% of the subsequent year's budgeted expenditures and outgoing transfers shall be replenished over a period not to exceed three years.
- A deficiency resulting in a minimum fund balance between 15% and 10% of the subsequent year's budgeted expenditures and outgoing transfers shall be replenished over a period not to exceed five years.

Surplus fund balance – Fund balance will be considered a surplus if over 30% of the subsequent year's budgeted expenditures and outgoing transfers. Should unassigned fund balance of the General Fund ever exceed 30%, the City will consider such fund balance surpluses for one-time expenditures that are non-recurring in nature and which will not require additional future expense outlays for maintenance, additional staffing or other recurring expenditures.

SECTION IV. POLICY

Order of Expenditure of Funds

When multiple categories of fund balance are available for expenditure (e.g., a project is being funded partly by a grant, funds set aside by the City Council, and unassigned fund balance), the City will start with the most restricted category and spend those funds first before moving down to the next category with available funds.

A. Reserve Levels – The City will maintain a minimum level of Unassigned Fund Balance in the General Fund equivalent to three months of regular, on-going operating expenditures (including transfers out). The City will measure its compliance with this policy as of December 31

each year, as soon as practical after final year-end account information becomes available. During the course of the year the Department of Finance shall closely monitor the City's revenues and expenditures to ensure Reserves are not used beyond any planned. For the purposes of this policy, current year's actual expenditures will exclude significant Non-Recurring Items.

If, based on staff's analysis and forecasting, the target level of Reserves is not being met or is likely to not be met at some point within a five-year time horizon, then during the annual budget process, Fund Balance levels will be provided to the Mayor and Council. Should the projected year-end Fund Balance be below the minimum Reserve amount established by this policy, a plan to replenish the Reserve will be established based on the requirements outlined in this policy.

B. Cash Balance - In order to provide liquidity adequate to meet the needs and demands of providing government services including unanticipated reductions in revenues or unplanned increases in expenditures, Cash Balances will be maintained and managed through the Pooled Cash method in such a way as to minimize short-term borrowing. This reduces overall cost to taxpayers by minimizing interest expense. The three month Reserve is intended to support this effort and counterbalance the tax collection cycle.

C. Funding the Reserve - Funding of General Fund Reserve targets will generally come from excess revenues over expenditures or one-time revenues.

D. Conditions for Use of Reserves - It is the intent of the City to limit use of General Fund Reserves to address unanticipated, Non-Recurring needs. Reserves shall not normally be applied to recurring annual operating expenditures. Reserves may, however, be used to allow time for the City to restructure its operations in a deliberate manner (as might be required in an economic downturn), but such use will only take place in the context of an adopted long-term plan.

E. Authority over Reserves - The City Council may authorize the use of Reserves. The Department of Finance will regularly report both current and projected Reserve levels to the Council.

F. Assigning Fund Balance - The City Manager and the Finance Director together, are hereby authorized to assign Fund Balance for specific purposes in accordance with the intent and actions of the City Council.

G. Replenishment of Reserves - In the event that Reserves are used resulting in a balance below the three months minimum, a plan will be developed and included in the formulation of the five-year forecast presented during the annual budget process.

H. Excess of Reserves - In the event Reserves exceed the minimum balance requirements, at the end of each fiscal year, any excess Reserves may be used in the following ways:

1. Fund accrued liabilities, including but not limited to debt service, pension, and other post-employment benefits as directed and approved within the long-term financial plan and the annual budget resolution. Priority will be given to those items that relieve budget or financial operating pressure in future periods;
2. Appropriated to lower the amount of bonds or contributions needed to fund capital projects in the City's CIP;

3. One-time expenditures that do not increase recurring operating costs that cannot be funded through current revenues. Emphasis will be placed on one-time uses that reduce future operating costs; or
4. Start-up expenditures for new programs, provided that such action is approved by the City Council and is considered in the context of multi-year projections of revenue and expenditures as prepared by the Department of Finance.

I. Periodic Review of Targets - At a minimum, during the budget process staff shall review the current and five-year projected Reserves with City Council to ensure that they are appropriate given the economic and financial risk factors the City is subject to.

SECTION V. QUALITY CONTROL AND QUALITY ASSURANCE

Upon adoption of this policy, the City Council authorizes the Finance Department to establish any standards and procedures which may be necessary for its implementation. The Finance Department shall review this policy at least annually and make any recommendations for changes to the City Manager. The City Manager shall present the review of the policy to City Council during staff reports whether or not revisions are recommended.

SECTION VI. METRICS

To be developed and managed accordingly.

EXHIBIT D



CITY OF SANDY SPRINGS FINANCIAL MANAGEMENT PROGRAM

POST-ISSUANCE COMPLIANCE AND CONTINUING DISCLOSURE POLICY

Developed under the Authority
of the City Council by the
Department of Finance, and
approved by ordinance on
_____, 2020.

POST-ISSUANCE COMPLIANCE POLICY AND CONTINUING DISCLOSURE

Purpose: This Post-Issuance Compliance Policy (the "Policy") sets forth specific policies of the City of Sandy Springs, Georgia ("Issuer") designed to monitor post-issuance compliance:

1. with applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), and regulations promulgated thereunder ("Treasury Regulations") for obligations issued by the Issuer on tax-exempt or tax-advantaged basis ("Obligations"); and
2. with applicable requirements set forth in certificates and agreement(s) ("Continuing Disclosure Agreements") providing for ongoing disclosure in connection with the offering of obligations to investors ("Offerings"), for obligations (whether or not tax-exempt / tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12(b)(5) ("Rule") promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934.

This Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.

This Policy similarly documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminated related reports and information and reporting "material events" for the benefit of the holders of the Issuer's obligations and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule.

The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer's accountants and advisors.

General Policies and Procedures

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Finance Director ("Compliance Officer") shall be responsible for monitoring post-issuance compliance issues.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.
- C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service ("IRS") requirements, such as those contained in Revenue Procedure 97-22.

- D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury's Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.
- E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

Issuance of Obligations - Documents and Records

With respect to each issue of Obligations, the Compliance Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the "Transcript").
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable staff members of the Issuer.

Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

- A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.
- B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.
- C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.
- D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.
- E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.

- F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.
- J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.
- K. Monitor compliance with six-month, 18-month or two-year spending exceptions to the rebate requirement, as applicable.
- L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.
- M. Arrange for timely computation and payment of "yield reduction payments" (as such term is defined in the Code and Treasury Regulations), if applicable.

Private Activity Concerns

The following policies relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

- A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.
- B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.
- E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:

1. Sale of the facilities, including sale of capacity rights;
2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;
3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;
4. Preference arrangements (in which the Issuer permits a third party preference, such as parking in a public parking lot);
5. Joint-ventures, limited liability companies or partnership arrangements;
6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);
7. Development agreements which provide for guaranteed payments or property values from a developer;
8. Grants or loans made to private entities, including special assessment agreements; and
9. Naming rights arrangements.

Monitoring of private use should include the following:

1. Procedures to review the amount of existing private use on a periodic basis; and
2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

Qualified Tax-Exempt Obligations

If the Issuer issues "qualified tax-exempt obligations" in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the \$30,000,000 "small issuer" limit is not exceeded.

Reissuance

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

Record Retention

The following policies relate to retention of records relating to the Obligations issued. The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
 - 1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
 - 2. Documentation evidencing expenditure of proceeds of the issue;
 - 3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
 - 4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);
 - 5. Documentation evidencing all sources of payment or security for the issue; and
 - 6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will take the actions listed below, if and as required by such Continuing Disclosure Agreements. The Compliance Officer may coordinate with staff, and may engage a dissemination agent, counsel, and/or other professionals to assist in discharging the Compliance Officer's duties under these Procedures as the Compliance Officer deems necessary.

- A. **Compilation of Currently Effective Continuing Disclosure Agreements.** The Compliance Officer shall compile and maintain a set of all currently effective Continuing Disclosure Agreements of the Issuer. Such agreements are included in the transcript of proceedings for the Issuer's respective bond or note issue. Continuing Disclosure Agreements are "Currently Effective" for purposes of these Procedures (and hence shall be included in the set of Currently Effective Continuing Disclosure Agreements) for so long as the bonds or notes to which they relate are outstanding. As bonds or notes are completely repaid or redeemed, the Compliance Officer shall remove the related continuing disclosure agreements from the set of Currently Effective Continuing Disclosure Agreements.
- B. **Annual Review and Annual Reporting Requirements.** The Compliance Officer shall ensure that all necessary financial statements, financial information and operating data is filed in the manner and by the filing dates set forth in the Currently Effective Continuing Disclosure Agreements. The Compliance Officer shall review the set of Currently Effective Continuing Disclosure Agreements annually, prior to each annual filing, keeping in mind:
 - 1. The financial information and operating data required to be reported under a particular Continuing Disclosure Agreement may differ from the financial information and operating data required to be reported under another Continuing Disclosure Agreement; and
 - 2. The timing requirements for reporting under a particular Continuing Disclosure Agreement may differ from the timing requirements for filing under another Continuing Disclosure Agreement.
- C. **Calendar; EMMA Notification System.** The Compliance Officer shall keep a calendar of all pertinent filing dates required under the Issuer's Currently Effective Continuing Disclosure Agreements. The Compliance Officer shall also subscribe to notification services made available through the EMMA system.
- D. **Annual Review of Prior Filings.** As part of the annual review process, the Compliance Officer shall also review prior filings made within the past five years subsequent to the last such review of prior filings. If the Compliance Officer discovers any late or missing filings, the Compliance Officer (after discussing the circumstances with the Issuer's dissemination agent, counsel or other agents as necessary) shall "remedy" such prior failures by ensuring that the missing information is filed.

- E. **Monitoring of Material Events.** The Compliance Officer shall monitor the occurrence of any of the following events and/or other events set forth in the Currently Effective Continuing Disclosure Agreements and shall provide notice of the same in the required manner and by the relevant reporting deadline (likely within 10 days of the occurrence):
1. Principal and interest payment delinquencies;
 2. Non-payment related defaults, if material;
 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 5. Substitution of credit or liquidity providers, or their failure to perform;
 6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Issuer's bonds or notes, or other material events affecting the tax status of the Issuer's bonds or notes;
 7. Modification to rights of holders of the Issuer's bonds or notes, if material;
 8. Calls of the Issuer's bonds or notes, if material, and tender offers;
 9. Defeasances of the Issuer's bonds or notes;
 10. Release, substitution or sale of property securing repayment of the Issuer's bonds or notes, if material;
 11. Rating changes;
 12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
 13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- F. **Review of Official Statements.** The Compliance Officer shall review drafts of any Official Statement for a new offering of bonds or notes, with assistance from its dissemination agent, counsel or other agents of the Issuer as necessary, and shall determine that the Official Statement accurately and completely describes the Issuer's continuing disclosure compliance history within the five years prior to the date of the respective

Official Statement. This compliance review is not meant to limit the Issuer's other reviews of or diligence procedures relating to its Official Statements.

- G. Record Retention. The Compliance Officer shall retain documentation evidencing the Issuer's annual reviews and its reviews of Official Statements in connection with new offerings as set forth above. This Issuer shall retain this documentation, for each Continuing Disclosure Agreement, for the period that the related bonds or notes are outstanding.
- H. Annual Review Checklist. The Compliance Officer shall use and retain the attached Annual Review Checklist to assist in implementing these Procedures.

CONTINUING DISCLOSURE ANNUAL REVIEW CHECKLIST

1. Fiscal Year Ending: _____

2. Compliance Officer: _____

3. Checklist Completion Date: _____

4. Bonds/Notes for which there are Currently Effective Continuing Disclosure Agreements - Attach Agreements:

\$ _____ dated _____, 20__

\$ _____ dated _____, 20__

\$ _____ dated _____, 20__

\$ _____ dated _____, 20__

\$ _____ dated _____, 20__

5. Have any new Bonds or Notes subject to Continuing Disclosure Been Issued this Year?

_____ No

_____ Yes (Add Agreement to Set of Currently Effective Continuing Disclosure Agreements)

If Yes, did the Compliance Officer review the Official Statement's Description of the Issuer's Continuing Disclosure Compliance History within the Prior 5 Years?

Circle: Y / N (If N, review and discuss any issues with counsel.)

6. Have any Bonds or Notes subject to Continuing Disclosure Been Completely Paid or Redeemed this Year?

_____ No

_____ Yes (Remove Agreement from Set of Currently Effective Continuing Disclosure Agreements)

7. (a) Has the Compliance Officer Reviewed the Annual Continuing Disclosure Filing to Ensure that all Necessary Financial Statements, Financial Information and Operating Data is Included?

_____ Yes

_____ No (Compliance Officer must review the Annual Continuing Disclosure Filing)

(b) For purposes of this review, please keep in mind:

Checked?

Different Continuing Disclosure Agreements may require different information to be file (so check each one) Y / N

Different Continuing Disclosure Agreements may have different filing timing requirements (so check each one). Y / N

Have any of the Following Events Occurred this Year?		Circle
1.	Principal and interest payment delinquencies	Y / N
2.	Non-payment related defaults, if material	Y / N
3.	Unscheduled draws on debt service reserves reflecting financial difficulties	Y / N
4.	Unscheduled draws on credit enhancements reflecting financial difficulties	Y / N
5.	Substitution of credit or liquidity providers, or their failure to perform	Y / N
6.	Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Issuer's bonds or notes, or other material events affecting the tax status of the Issuer's bonds or notes	Y / N
7.	Modification to rights of holders of the Issuer's bonds or notes, if material	Y / N
8.	Calls of the Issuer's bonds or notes, if material, and tender offers	Y / N
9.	Defeasances of the Issuer's bonds or notes	Y / N
10.	Release, substitution or sale of property securing repayment of the Issuer's bonds or notes, if material	Y / N
11.	Rating changes	Y / N
12.	Bankruptcy, insolvency, receivership or similar event of the Issuer	Y / N
13.	The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material	Y / N
14.	Appointment of a successor or additional trustee or the change of name of a trustee, if material	Y / N

If any such Event Occurred, was Proper Notice Provided?

_____ Yes

_____ No (Call your dissemination agent or counsel immediately to discuss)

_____ N/A

Has the Issuer Retained a Dissemination Agent? (i.e., a Paid Third Party that Assists with Filings)

_____ Yes: Name/Contact: _____

_____ No

EXHIBIT E



CITY OF SANDY SPRINGS FINANCIAL MANAGEMENT PROGRAM

PURCHASING POLICY

Developed under the Authority
of the City Council by the
Department of Finance, and
approved by ordinance on
_____, 2020.

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SECTION 1

INTRODUCTION

- A. **AUTHORITY.** The Authority for this Purchasing Policy comes from the City of Sandy Springs, Georgia, Charter and Code of Ordinances, as follows:

1. Charter

Sec. 3.10. - Tax collector. The Mayor may appoint a tax collector, subject to confirmation by majority vote of the City Council, to collect all taxes, licenses, fees, and other moneys belonging to the City subject to the provisions of this charter and the ordinances of the City; and the tax collector shall diligently comply with and enforce all general laws of Georgia relating to the collection, sale, or foreclosure of taxes by municipalities.

Sec. 3.11. - City Accountant. The Mayor may appoint a City accountant, subject to confirmation by majority vote of the City Council, to perform the duties of an accountant.

Sec. 3.12. - Consolidation of functions. The City Manager, with the approval of the City Council, may consolidate any two or more of the positions of City clerk, City tax collector, and City accountant, or any other positions or may assign the functions of any one or more of such positions to the holder or holders of any other positions. The City Manager may also, with the approval of the City Council, perform all or any part of the functions of any of the positions or offices in lieu of the appointment of other persons to perform the same.

2. Code of Ordinances

Sec. 2-307. - Finance Director to serve as City tax collector, City treasurer and City accountant; miscellaneous functions.

- (a) The functions of the City tax collector, City accountant and City treasurer shall be performed by the Finance Director.
- (b) The Finance Director shall perform at least the following duties:
 - (1) Managing, planning, directing, and maintaining the City's financial operations, including serving as chair of the City Finance Department, if such a department is established;
 - (2) Directing and supervising the work of personnel involved in performing the accounting, utility billing, property tax, payroll, and purchasing functions for the City;

- (3) Providing technical leadership in budgeting, overseeing, and directing investment opportunities and debt administration, as well as ensuring proper record retention policies for the Finance Department are strictly followed;
- (4) Managing, planning, and directing the collection of all City taxes; and
- (5) Notifying delinquent taxpayers of their status in accordance with state law.

The Council may require the Finance Director to perform other duties.

Sec. 2-334. - Purchasing agent. The purchasing agent shall have the following duties and powers:

- (1) Arrange and negotiate the purchase or Contract for all equipment, supplies, and Contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency;
- (2) Maintain a perpetual or periodic inventory record of all materials, supplies, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports that provide:
 - a. The titles of all requests for proposals and the method of source selections to be used;
 - b. All Contracts authorized by the Council, the method of source selection used, and the total dollar amount;
 - c. All emergency Contracts awarded pursuant to this article;
 - d. All Change Orders or Contract modifications authorized by the council, the dollar amount, and the reason; and
 - e. All Change Orders or Contract modifications authorized by the purchasing agent, the dollar amount, and the reason; and
 - f. An explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that a resolution authorizing the Contract is sent to the Council for adoption;
- (3) Control and supervise all city storerooms and warehouses, unless otherwise provided in this Code;
- (4) Develop and maintain a Purchasing Policy and procedure manual which will be updated by the purchasing agent periodically;
- (5) Direct efforts to procure services through advertisements of Bids as required by this article and by state law;

- (6) Require Bonds, insurance, and other forms of protection for the City on the process of procuring goods and services for the City;
- (7) Terminate solicitations for Bids for any goods or services when, in the opinion of the purchasing agent, it is in the City's best interest to do so, including termination for Breach of Contract or anticipated Breach of Contract;
- (8) Reject any and all Bids when, in the opinion of the purchasing agent, it is in the City's best interest;
- (9) Consult with the City attorney if a Contracting party breaches or is reasonably anticipated to breach its Contract with the City.

Sec. 2-335. - Legal representation. The City attorney represents the City in all legal matters and has the authority to provide standard terms and conditions for contracts and purchase orders and approves various negotiated terms and conditions as determined by the purchasing agent.

Sec. 2-336. - Purchasing Policy. The Purchasing Policy, as amended from time to time and approved by the City Council, is adopted by reference as if set out at length in this Code.

B. PURPOSE. This Purchasing Policy is intended to:

- 1. Establish the methods by which the City purchases Goods and Services;
- 2. Establish the methods by which the City enters into Contracts;
- 3. Clarify purchasing functions;
- 4. Outline purchasing policies;
- 5. Describe departmental relationships, responsibilities and participation in the Procurement cycle;
- 6. Provide control functions; and
- 7. Ensure proper record keeping and confirm purchases in writing.

C. MISSION. The Purchasing Division is dedicated to providing the most effective and efficient Procurement processes and procedures for the acquisition of quality Goods and Services in support of the City's mission and goals. The Purchasing Division must balance economy, efficiency, expediency and environmental impact ensuring that the City Departments and component units receive sufficient

quality and quantities of Goods and Services, delivered at the correct time, and purchased at the lowest practical cost.

- D. SCOPE. The scope of this Purchasing Policy applies to all City Departments and component units. The policy covers the Procurement of all Goods and Services without regard to the past method by which the Goods or Services have been or are customarily procured. The policy covers Contracts and purchase agreements between the City and any other entity. This Policy establishes the specific responsibility and authority for the Procurement of Goods and Services. The Procurement function includes the initial purchase/agreement, changes, Amendments, re-negotiations, and renewals. All City Representatives who participate in the negotiation and approval of purchases and Contracts are personally responsible for becoming familiar with and abiding by all applicable provisions of State law, City policies and procedures, and City ordinances governing such activities.

SECTION 2

DEFINITIONS

For purposes of this Policy, the following terms, phrases, words, and their derivations shall have the meanings given herein. Those terms not defined herein shall have the same meaning ascribed in the Code of Ordinances for the City of Sandy Springs, Georgia.

1. *Addendum*: An addition or supplement that details a change, clarification or correction in Solicitation documents.
2. *Agent*: An official, employee, Contracted or subcontracted person who is authorized to act on behalf of the City of and represent their interests.
3. *Amendment*: A revision or change to a document in writing, often used to correct a Contract or to add additional scope of work to change an existing Contract.
4. *As Is*: A term indicating that Goods offered for sale are without warranty or guarantee and that the purchaser takes the Goods at his/her own risk without recourse against the seller for the condition or performance of the Goods.
5. *Award*: Approval of a Bid or a Proposal.
6. *Best and Final Offer (BAFO)*: A Vendor's response to the Purchasing Agent's request that Vendors submit their last and most attractive Bid or Proposal to secure a Contract for a particular project usually submitted during the final round of Negotiations.
7. *Bid*: A competitive offer submitted in response to public notice of an intended sale or purchase of Goods or Services.
8. *Bid Bond*: A bond with good and sufficient surety or sureties for the faithful acceptance of the Contract payable to, in favor of, and for the protection of the governmental entity for which the Contract is to be awarded (O.C.G.A. § 36-91-2).
9. *Bid or Proposal Opening*: The process of opening and reading Bids or Proposals conducted at the time and place specified in the Invitation to Bid or Request for Proposals, and/or advertisement, and in the presence of all who wish to attend, and may be in an online format.
10. *Bidder*: A person or entity who submits a Bid in response to an Invitation to Bid (ITB), Request for Quote (RFQ), or other Solicitation type where price is the primary factor in the evaluation process for Award determination.

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11. *Bond*: A form of financial protection against damages; a binding agreement executed by a Bidder or Vendor and another party to guarantee the performance of certain obligations or duties to the purchaser.
12. *Brand Name*: A product name that serves to identify a product of a particular manufacturer; a trade name.
13. *Breach of Contract*: A failure, without legal excuse, to perform any promise that forms a whole or part of a Contract.
14. *Buying Cooperative or Alliance (Co-op)*: A group of public entity purchasers organized for the purpose of creating Contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.
15. *Capital Asset*: A purchase of land, equipment, infrastructure, buildings, or improvements with a value of or greater than \$10,000 with at least a three (3) year useful life as defined by the City's Capital Asset Policy as approved by ordinance on July 16, 2006.
16. *Capital Expenditure*: An expenditure that results in the acquisition of or an addition to a Capital Asset.
17. *Change Order*: An alteration, addition, or deduction from the original scope of work as defined by the Contract documents to address changes or unforeseen conditions necessary for project completion (O.C.G.A. § 36-91-2).
18. *City*: The City of Sandy Springs, Georgia.
19. *City Council*: The legislative and governing body of the City.
20. *City Manager*: The top executive/administrative position appointed by the City Council with the authority to execute and approve Contracts, Purchase Orders, and Change Orders within delegated authority.
21. *City Representative*: Any City employee, official, or agent.
22. *Code of Ethics*: The rules or standards governing the conduct of the members of a profession.
23. *Compensation*: The amount paid for Goods or Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation may be calculated.
24. *Competitive Award*: A Procurement based upon the outcome of one of the competitive processes set forth in this Policy, where Award is made based on the lowest quotation or Bid submitted by a Responsible and Responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the Procurement. A

Competitive Award may be made even if only a single Bid or Proposal has been received from a Bidder or Proposer who is determined to be Responsible and Responsive.

25. *Conflict of Interest:* A situation where the personal interests of a Contractor, Public Official or classified employee are, or appear to be, at odds with the best interests of the City.
26. *Construction:* The process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings, or real property.
27. *Contract:* For purposes of this Policy, any City agreement, regardless of form or title, for the Procurement or disposition of Goods and Services.
28. *Contract Administration:* The management of all actions that must be taken to ensure compliance with the terms of a Contract after the Award of the Contract.
29. *Contract Renewal:* The exercise of an approved, existing option to increase the term of a Contract, often done in annual increments.
30. *Contractor:* Any person or business having a Contract with the City.
31. *Department:* An organizational unit within the City that is responsible to the City Manager or designee.
32. *Director:* The head of a Department or other Using Agency.
33. *Dispute:* Disagreement between parties to a Contract over performance or other Contract term requiring administrative action to resolve.
34. *Division:* An organizational unit within a City Department that is responsible to that Department's Director, or designee.
35. *Electronic Post:* The posting of Solicitations, City decisions or intended decisions, or other matters relating to a Procurement on a centralized Internet website designated by the City for this purpose.
36. *Employee:* An individual drawing a salary or wage from the City whether full, part time or contractual third party. .
37. *Employee Handbook:* A document containing the various policies and procedures relating to employment.
38. *Equal or Equivalent:* A phrase used to indicate the acceptability of a product of similar or superior function, purpose, design, and/or performance (See Brand Name).

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39. *Evaluation*: The approach for selection of an Award, which shall be based on the requirements set forth in the Solicitation documents and may include criteria to determine acceptability such as inspections, testing, quality, workmanship, delivery and suitability for a particular purpose and to existing systems and equipment, as well as total and Life Cycle Costs and freight, set-up, or installation charges.
40. *Evaluation Committee*: A committee established by the City Manager to evaluate Proposals submitted in response to an RFP.
41. *Finance Director*: The City accountant or chief financial officer for the City.
42. *Formal Solicitation*: A Solicitation process in which public advertisement in the legal organ will be made and a public posting of the Solicitation will be posted to the City and State websites.
43. *Gift or Favors*: Anything given of service or value.
44. *Good(s)*: Anything purchased other than Services or real property.
45. *Governing Authority*: The City entity responsible for the Contract.
46. *Invitation to Bid or ITB*: An ITB is process used for competitive Procurements when there is no substantive difference among the Goods or Services that meet specifications so that the only difference among responsive bids is price.
47. *Late Bid or Offer*: A Bid or Proposal received at the place specified in the Solicitation after the time designated for all Bids or Proposals to be received.
48. *Legal Advertisement*: Advertisement of a proposed Procurement as required by law.
49. *Life Cycle Costing*: A Procurement evaluation technique that takes into consideration operating, maintenance, money costs, other costs of ownership and usage and resale or residual value in addition to acquisition price in determining the award of Contracts on the basis of lowest total cost over the period the item will be used.
50. *Mayor*: Chief elected official of the City.
51. *Negotiate or Negotiation*: To conduct legitimate, arm's-length discussions and conferences to reach an agreement on a term or price. Negotiation provides contracting through the use of proposals and discussions to obtain best and final offers (BAFOs) that result in the best value to the City.
52. *Notice of Award*: A written notification from the City to the successful Bidder or Proposer stating that there is an Award in accordance with a Bid or Proposal previously submitted, which may also be provided by electronic notice through fax or Internet.

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53. *On-Demand or On-Call Contracts:* Multiple Contracts awarded by the City to pre-qualified Vendors for specific purposes that can be accessed “on demand” and on an as-needed basis.
54. *Payment Bond:* A bond that assures payments, as required by law, to all persons supplying labor or material for the completion of work under the Contract.
55. *Performance Bond:* A bond provided in connection with a Contract which guarantees the performance and fulfillment of all the terms, conditions, and agreements contained in the Contract.
56. *Piggyback:* A form of intergovernmental cooperative purchasing in which an entity requests competitive sealed Bids, enters into a Contract and arranges, as part of the Contract, for other public purchasing units to purchase from the selected Vendor under the same terms and conditions.
57. *Pre-Bid Conference:* A meeting that is scheduled in a Solicitation for the purpose of providing clarification, as needed. Substantive questions raised at a Pre-Bid Conference are answered in writing and may modify the Solicitation.
58. *Pre-Qualify:* The screening of potential Vendors in which such factors as financial capability, reputation, and management are considered in order to develop a list of qualified Vendors.
59. *Procurement:* The procedures for obtaining Goods or Services, including all activities from the planning steps and preparation and processing of a Requisition, through receipt and acceptance of delivery and processing of a final invoice for payment.
60. *Professional Services:* Those Services which are defined by statute and require a license or accreditation, including, but not limited to, certified public accountants, actuarial Services, architecture, landscape architecture, interior design, licensed or accredited appraisers or licensed or accredited financial analysts providing opinions of value, chiropractic, dentistry, professional engineering, podiatry, pharmacy, veterinary medicine, registered nursing, harbor piloting, land surveying, law, psychology, medicine and surgery, optometry, and osteopathy. Professional Services include, but are not limited to, evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal Services, and research and development studies or reports.
61. *Proposal:* A response to an RFP containing an offer from a Vendor, used primarily to secure Services or a combination of Goods and Services.
62. *Proposer:* A person or entity who submits a Proposal in response to a Request for Proposals (RFP).
63. *Public Notice:* The distribution or dissemination of information to interested parties using methods that are reasonably available, including publication in newspapers of general circulation, electronic or paper mailing lists, and web site(s) designated and maintained for that purpose.

64. *Public Official:* Any officer, executive, director, or employee of a governmental authority.
65. *Purchase Order:* A purchaser's written document to a supplier formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation to obtain supplies, Goods and Services.
66. *Purchasing:* The process of buying Goods and Services of the right quality, in the right quantity, at the right price, from the right source, and for delivery at the right time.
67. *Purchasing Agent:* The principal purchasing official of the City pursuant to Sec. 2-334 of the City's Code of Ordinances.
68. *Purchasing Division:* A division of the Finance Department responsible for managing purchasing policies and coordinating the purchasing procedures for the City.
69. *Purchasing Manager:* A designee of the Purchasing Agent to manage the day-to-day operations of the Purchasing Division.
70. *Purchasing Policy or Policy:* This Purchasing Policy, adopted _____.
71. *Quotation or Quote:* A statement of price, terms of sale, and description of Goods and/or Services offered by a prospective seller to a prospective purchaser, usually for purchases below the amount requiring a formal Solicitation; may be non-binding if solicited to obtain market information for planning purposes.
72. *Reasonable Cost:* Cost that by its nature or amount does not exceed what would normally be incurred by an ordinarily prudent person in the conduct of competitive business.
73. *Request for Proposals or RFP:* A document that announces and provides details about a project, as well as solicits offers from Vendors to provide Goods and/or Services for the project.
74. *Request for Qualified Contractors or RFQC:* A formal request to Vendors to present a list of qualifications to the City in connection with a Procurement. By using this process, there is an established set of questions regarding the specifics of each individual project.
75. *Request for Quotes or RFQ:* A process to solicit select Vendors to submit price *quotes* and bids for the chance to perform certain tasks or projects.
76. *Requisition:* An internal document, provided by a Using Agency to the Purchasing Division that contains the fund source, approvals, descriptions, quantities, and other information about the Goods or Services in order to proceed with the Procurement.
77. *Responsible Bidder or Proposer:* A Vendor that has submitted a Bid or Proposal and has the capability in all respects to perform fully the Contract requirements, with the experience,

integrity, perseverance, reliability, capacity, facilities, equipment and credit, which will assure good faith performance.

78. *Responsive Bidder or Proposer:* A Vendor that has submitted a Bid or Proposal that conforms in all administrative and material respects to the requirements stated in the Procurement documents.
79. *Sealed Bid:* An offer submitted in response to a Formal Solicitation in a closed envelope to be opened at a specific time and place.
80. *Sealed Proposal:* An offer submitted in response to a Formal Solicitation in a closed envelope where the technical response and cost are separated to be opened and the participant's names read aloud at specific time and place.
81. *Services:* Any performance of effort, labor or time by a Contractor or supplier, for which the City has contracted.
82. *Sole Source Procurement:* A Procurement made pursuant to a written determination by a Department or other component unit of the City that there is only one source for the required supply, service, or Construction item. O.C.G.A. § 36-91-2.
83. *Solicitation:* A process of notifying prospective or qualified Vendors that the City wishes to receive Bids or Proposals for specified Goods or Services. Solicitations may include, but are not limited to, Request for Quotes (RFQ), Invitation to Bid (ITB), and Request for Proposals (RFP).
84. *Specification or Scope of Work:* The detailed and exact descriptions of the requested Goods and/or Services sought by the Procurement that describe the physical, functional, and/or performance requirements of the Goods and/or Services requested.
85. *Standard:* A characteristic or set of characteristics for an item that, for reasons of performance level, compatibility or interchangeability with other Goods, etc., is generally accepted by producers and by users of the item as a required characteristic of all items for the designed purpose.
86. *Standardized Specification:* A Specification established through a prescribed process and used for most purchases of the item involved.
87. *State:* The State of Georgia.
88. *Subcontractor:* A party contracting with a prime Contractor to perform all or any part of the prime Contractor's Contract.
89. *Surplus Property:* City-owned property that is no longer required or has no practical use by the City as determined by the Using Agency.

90. *Sustainability*: Reducing the amount of resources used as well as reducing the amount of waste and emissions produced in order to limit the environmental impact or ecological footprint. The City will improve its Sustainability efforts through an environmentally preferred purchasing program that provides for the present generation and needs of the City while honoring the past and allowing for needs of future generations.
91. *Tabulation of Bids*: A recording of Bidders and an abstract of their Bids listing items offered, prices, deliveries, etc., in response to a specific Solicitation, made for purposes of comparison and record-keeping.
92. *Terms and Conditions*: A general reference applied to the provisions under which Bids and Proposals must be submitted and which are applicable to most purchase Contracts.
93. *Using Agency*: Any element or Department of the City having command or service functions, and requiring materiel for use in performance of its mission.
94. *Value Added*: A term used to describe items offered within a Proposal or Sealed Bid that add value to the Contract which may include a signing bonus, free equipment, free advertising or any and all items that may be offered to enhance the value of the Proposal or Bid.
95. *Vendor*: Any individual, firm, corporation, etc., offering for sale, trade, exchange or otherwise supply items, Goods, or Services to the City in exchange for Compensation.

SECTION 3

ETHICS

A. ETHICS IN PURCHASING. Each person involved in the Procurement process must adhere to a high standard of ethics. The Purchasing Division seeks to avoid even the appearance of impropriety. All employees are expected to conduct themselves according to the highest level of standards. Unethical actions by employees or Vendors will not be tolerated. The following ethical principles are to be maintained throughout the Procurement process:

- Consider the best interest of the City in all transactions;
- Purchase without prejudice, seeking to obtain the maximum value for each dollar expenditure in accordance with required quality standards;
- Subscribe to and work for honesty and truth in purchasing and avoid all forms of Conflict of Interest;
- Avoid all unethical practices and appearance of same; and
- Strive consistently for knowledge of Goods and supplies required for use by the City.

1. Employee Conflict of Interest. A City Representative is prohibited from transacting any business or from participating directly or indirectly in a Contract when the City Representative knows that:

- a. The City Representative, or any member of his/her immediate family has an interest or financial interest pertaining to the Contract, except as permitted by State statutes; or
- b. Any other person, business or organization with whom the City Representative, or any member of his/her immediate family, is negotiating or has an arrangement concerning prospective employment.

All Vendors doing business with the City are expected to disclose any connection to or with a City Representative when participating in the Solicitation for a Contract.

2. Gratuities, Rebates, or Kickbacks.

- a. Gratuities. It is prohibited for any person to offer, give, or agree to give any City Representative, or for any City Representative to solicit, demand, accept, or agree to accept from another person, a gratuity, rebate or offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a Procurement requirement or a purchase request, influencing the content of any Specification or Procurement standard, rendering of advice, investigation, auditing or in

any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any Procurement requirement or a Contract or subcontract, or to any Solicitation or response therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy located in the Georgia Procurement Manual Section I.4.

- b. Kickbacks. It is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime Contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the Award of a subcontract or Purchase Order.
 - c. Rebates. It is prohibited for any rebate to be offered for the sole purpose of inducement. Rebates normally or routinely offered to all customers for the purchase of Goods and Services are acceptable and are the property of the City.
 - d. Nothing in this section shall preclude a City Representative from attending seminars, courses, lectures, briefings, or similar functions at any Vendor's facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the City Representative with knowledge and information relative to the Vendor's Goods or Services and is one the City Manager determines would be beneficial to the City. In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the City Representative from receiving meals from a Vendor. Nothing in this section shall preclude the City Representative from receiving educational materials and business related items of not more than nominal value from a Vendor. Nothing contained in this section shall permit the City Representative to accept free travel from the Vendor outside the State of Georgia or free lodging in or outside the State of Georgia.
3. Contract Clause. The prohibition against gratuities, rebates and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and Solicitation document.
4. Courtesies. City Representatives may accept for themselves and members of their families common courtesies usually associated with customary business practices so long as a strict standard is enforced with respect to Gifts, Services, discounts, entertainment or consideration of any kind from suppliers of merchandise, Services, supplies, etc. to the City. Examples of common courtesies are free pens or notepads with the Vendor's name on them.
5. Cash. It is prohibited for a City Representative to accept a Gift in cash, cash equivalents, Gift cards, stocks or other forms of marketable securities of any amount.
6. Contingent Fees. It is prohibited for a person to be retained, or to retain a person, to solicit or secure a Contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

7. Use of Confidential Information. It is prohibited for any City Representative to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
8. Vendor Contact during Open Solicitations. Persons seeking an Award of a Contract may not initiate or continue any verbal or written communications regarding a Solicitation with any City Representative other than the Purchasing Agent named in the Solicitation between the date of the issuance of the Solicitation and the date of the Contract Award. The City Purchasing Manager will review violations. If determined that such communication has compromised the Competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for Award.
9. Unauthorized Purchases. No purchases of Goods and Services shall be made in the name of the City, except such as is required for official use by the City. Purchases in the name of the City for personal or other unofficial use are prohibited, and no City funds will be expended or advanced therefore.

B. PENALTIES AND SANCTIONS.

1. Legal or Disciplinary Action by City Council. City Council may take appropriate legal and/or disciplinary actions against any City Representative, Vendor, Contractor, organization, or person in violation of the ethical standards described in this section.
2. Legal or Disciplinary Action by City Manager. The City Manager may take appropriate legal and/or disciplinary actions against any Employee in violation of the ethical standards described in this section.
3. Administrative Penalties for Employees. The City Manager or City Council may impose any one or more of the following penalties or sanctions on an Employee for violations of the ethical standards in this section as appropriate to the situation, subject to the Employee Handbook or other designated appeals procedures:
 - a. oral or written warnings or reprimands;
 - b. suspensions with or without pay for specified periods of time; or
 - c. termination of employment.
4. Administrative Penalties for Outside Contractors and Vendors. City Council may impose any one or more of the following penalties or sanctions on a Vendor or Contractor or other person or organization doing business with the City for violations of these ethical standards:
 - a. oral or written warnings or reprimand;
 - b. termination of Contract;
 - c. debarment; or

d. suspension of Contract.

5. Disclaimer of Responsibility for Improper Purchasing. The City may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditure arising from a purchase made in its name, or in the name of any Department under its authority, by an unauthorized person or any person acting outside this Policy or the authorization or delegation as provided in this Policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

- C. FREEDOM OF INFORMATION. All meetings of City Council are duly noticed public meetings and all documents submitted to the City constitute public records unless expressly exempted under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. ("Act"). Records containing trade secrets shall be governed by O.C.G.A. § 50-18-72(b)(34), as follows:

Any trade secrets obtained from a person or business entity that are required by law, regulation, Bid, or request for Proposal to be submitted to an agency. An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to (O.C.G.A.) Article 27 of Chapter 1 of Title 10. If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure. O.C.G.A. §50-18-72(b)(34).

SECTION 4

DUTIES AND RESPONSIBILITIES

A. PURCHASING DIVISION RESPONSIBILITIES. The Purchasing Division:

1. Initiates reports necessary to permit analysis of Purchasing performance.
2. Consolidates the purchase of like or common items, analyzing prices paid for Goods and Services, and generally defines how to obtain savings.
3. Provides training and supervision for Using Agencies as well as Contract Administration.
4. Arranges and negotiates the purchase or Contract for Goods and Services for the City or any Using Agency.
5. Arranges and negotiates for the sale or otherwise dispose of all surplus equipment and supplies of the City or any Using Agency.
6. Develops and maintains a Purchasing Policy and procedure manual, which will be updated periodically and approved by the City Manager. Purchasing Policy changes must be approved by City Council.
7. Directs efforts to procure Goods or Services through advertisements of Solicitations in the local legal organ as required by law.
8. Requires Bonds, insurance, and other forms of protection for the City on the process of procuring Goods and Services for the City.
9. Terminates Solicitations for any Good(s) or Service(s) when, in the opinion of the Purchasing Agent, it is in the City's best interest.
10. Rejects any and all responses to Solicitations when, in the opinion of the Purchasing Agent, it is in the City's best interest.
11. Consults with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City
12. Assists in negotiating City Contracts, as directed by the City Manager or designee.
13. Advises the City Manager or designee on the status of negotiations, as well as Contract provisions, and their impacts on the City.
14. Secures all necessary approvals of the City Manager or designee, or legal authority, in writing, when necessary to protect the City and its legal liability prior to execution of a Contract or purchase agreement.

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15. Provides Contract Administration and supervision of Contracts and agreements, as directed by the City Manager or designee. Such tasks shall include, but not be limited to, monitoring Contracts, Amendments, and Contract Renewals, obtaining applicable insurance certificates, and monitoring applicable progress.
16. Works with the City Manager or designee to plan and implement processes for the ongoing protection of the City's interests.
17. Recommends procedures to ensure compliance with applicable laws and policies related to Bidding, Contracting, and Purchasing.
18. Works with the Using Agency to draft Specifications for Formal Solicitations. Specification types may include design, performance, and Brand Name or equal. Specifications should be developed that are not restrictive and that ensure maximum competition.
19. Works with the City Attorney or designee to resolve, monitor and negotiate all Contract Disputes regarding Contract compliance.
20. Documents all Contracts, purchases, agreements for Services, leases, Change Orders, and Amendments and to maintain said documents consistent with the records retention policy of the City. All agreements or Contracts binding the City shall be in writing, without exception.

B. SOURCE SELECTION.

1. Except as provided below, all Vendor selections shall be made by the Purchasing Manager. When making selection for Award, the Purchasing Manager will choose the lowest, most responsible, responsive Vendor.
2. When circumstances dictate that a Using Agency be involved in selecting Vendors, such Using Agency shall submit written justification for its involvement to the Purchasing Manager in advance of any firm negotiations or commitment with the Vendor.
3. The quality and reputation of the Vendor will be taken into account during the selection process and the City retains the right to choose a Vendor who may not have submitted the lowest price.
4. Where Competitive prices and qualifications are substantially equal among Vendors, the City shall purchase locally, when available.
5. The City shall not purchase Goods or Services from City employees, City Council members, or from businesses owned by members of these two (2) groups, without City Council approval.

C. USING AGENCY RESPONSIBILITIES. The Using Agency:

1. Determines the need for Goods and Services and provides appropriate documentation, including a Requisition.
2. Provides the necessary Specifications essential to the determination of what is to be procured. The Specifications shall, where applicable, conform to the approved City standards for identity and continuity. Specification types may include design, performance, and Brand Name or equal. Specifications should be developed that are not restrictive and that ensure maximum competition.
3. Provides proper funding by supplying specific budget account numbers on the Requisition.
4. Enters Requisitions or submits Specifications for an RFQ allowing sufficient lead-time for the Purchasing Division to obtain Quotes and processes and places the Purchase Order for the Vendor to deliver Goods and Services.
5. Prepares technical Specifications when needed for Goods and Services.
6. Reviews Tabulation of Bids and submitted Proposals to inform the Purchasing Division of the Using Agency's recommendations for Award.
7. If appropriate, provides documentation and request for purchase to Piggyback on State Contracts and other Competitive Bids when the purchase is over \$99,000.
8. Informs the Purchasing Manager of any Contract compliance issues.

D. DISCIPLINARY ACTION FOR PURCHASING POLICY VIOLATIONS.

1. When an Employee violates the provisions of the Purchasing Policy or otherwise commits an offense of the Purchasing Policy, he or she shall be subject to the disciplinary procedures of the Employee Handbook outlined in Chapter 8 - Discipline.
2. Violation of the Purchasing Policy may result in disciplinary consequences ranging from the revocation of certain authority or rights within the Purchasing Division to termination and criminal prosecution, or as otherwise may be required or permitted by procedures outlined in Chapter 8 - Discipline of the Employee Handbook.

The City Manager shall have the final authority to administer any disciplinary actions pursuant to this section, subject to the appeals process outlined in Chapter 9 - Grievances of the Employee Handbook.

SECTION 5

PURCHASING THRESHOLDS

- A. PURCHASES BELOW \$5,000. For Goods and Services below \$5,000, the Department shall obtain Goods and Services most advantageous to the City through direct purchase with a purchasing card, Purchase Order, or check request. All purchases in this category require approval of the Department Director.
- B. PURCHASES BETWEEN \$5,000 to \$99,000. The purchase of Goods and Services between \$5,000 and \$99,000 shall be approved by the City Manager or designee and made by Purchase Order. The establishment of a Contract may be required. Quotes should be obtained by written request to at least three (3) Vendors. Quotations shall include delivery charges and time frame for that delivery. Quotes may be obtained by the Using Agency and attached to a Requisition for approval. The Purchasing Manager will review the Quotes and Using Agency recommendations, and process the Requisition to create a Purchase Order. The Purchasing Manager reserves the right to verify Quotes and pricing information, and check to determine whether delivery charges have been included, and/or seek further competition. Purchases in this category that require the establishment of a Contract should be processed by the Purchasing Division.
- C. PURCHASES OVER \$99,000. All purchases over \$99,000 are Formal Solicitations and as such shall be approved by the City Council. The Purchasing Manager will determine the Procurement method to be used based on the type of purchase. Upon completion of the Solicitation process and a recommendation of Award by the Department, the City Manager's Office shall send the approved agenda item request to the City Clerk's Office to be placed on a future City Council meeting agenda. Council approval takes place only during regular Council meetings as posted on the City's website.
- D. EXCEPTIONS. The provisions of subsections (B) and (C) above related to source selection do not apply when:
1. A Good is available from only one (1) source or supply, or when standardization or compatibility is the overriding consideration;
 2. The purchase is pursuant to a Contract with:
 - a. the United States of America or an agency thereof; or
 - b. any government unit or agency thereof within the United States for the purchase, lease, or other acquisition of Goods, including competitively procured governmental alliance or cooperative Contracts;
 3. The Goods or Services being procured has been classified as exempt by the State of Georgia Purchasing Act;

4. The purchase is regulated by other Federal and State laws, i.e., O.C.G.A §36-91-1;
5. A special emergency exists involving the health and safety of individuals or property; or
6. The purchase is for:
 - a. Land, artistic work, or other Goods whose inherent nature is unique and cannot be competitively compared to other Goods within its class;
 - b. Printed copyright material including published books, maps, periodicals and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a quantity purchase;
 - c. Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property and other related costs of acquisition of real property;
 - d. Subscriptions, dues, and memberships and board member fees established during the budget process;
 - e. Services provided directly to individual citizens and employees including reimbursements and other miscellaneous payments;
 - f. Utilities including, but not limited to, electricity and telephone service;
 - g. Employee benefits and health related Services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;
 - h. Travel, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy;
 - i. Items for resale that require a particular manufacturer to enhance their marketability;
 - j. Legal Services, litigation, and legal expenses;
 - k. Legal Advertisements;
 - l. Court reporter Services;
 - m. Postage and shipping;
 - n. Seasonal recreational service providers;
 - o. Professional Services whereby qualifications are the overriding determinate for Vendor selection;
 - p. The repair of equipment or infrastructure where time is of the essence to have continued service.

- E. **CHANGE ORDERS.** The Purchasing Manager will review all Change Orders and adjust encumbrances, as applicable. Change Orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description, and unit price.
1. If a quoted change in price is less than \$5,000, the Department Director shall approve.
 2. If a Change Order is received between \$5,000 and \$99,000, the City Manager shall approve.
 3. Any individual Change Order over \$99,000 or that increases the total Contract to over \$99,000 requires City Council approval.

SECTION 6

NON-COMPETITIVE PROCUREMENTS

The provisions of this section shall apply to the Procurement of Goods and Services, when determined to be in the best interest of the City and not in conflict with the requirements of State law.

- A. **SOLE SOURCE PROCUREMENT.** Sole Source Procurement is used when Goods or Services are limited to one source, or when they must be obtained from a specific manufacturers' dealer and valid competition among dealers does not exist. A Sole Source Procurement may also be made from one person among others in a competitive market place, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. The Purchasing Agent may elect to purchase particular Brand Name Goods or Services when the Goods or Services comprise a major brand system, program or Service previously selected by the City for standardization due to operational effectiveness, future enhancements or additions, or maintenance or storage of spare parts precludes the mixing of brands, manufacture, etc. The Using Agency must submit written justification for the Sole Source Procurement to the Purchasing Agent for approval.

- B. **DIRECT NEGOTIATION.** Following the completion of a Competitive Award Solicitation process that fails to produce a Responsible or Responsive Bidder or in which all submissions were rejected for any reason, the City may procure the Goods or Services that were the subject of such failed Solicitation by Direct Negotiation with any provider of such Goods or Services when recommended by the City Manager with concurrence from the City Attorney or designee. Direct Negotiation will be completed by the Purchasing Agent or designee, assisted as needed by the Using Agency and City Attorney.

- C. **EMERGENCY PROCUREMENT.**
 - 1. The City may acquire Goods and Services by directly negotiating Award pursuant to an Emergency Procurement. Emergency Procurement situations occur when an emergency constitutes an imminent threat to:
 - (a) the public health, safety or welfare; or
 - (b) the soundness and integrity of public property; or
 - (c) the delivery of essential Services.
 - 2. During normal business hours, when the Director of the Using Agency determines an emergency exists and that Goods or Services should be procured on that basis, he or she shall notify the Purchasing Agent, who shall obtain the approval of the City Manager or designee. Subject to the approval of the City Manager or designee, the Purchasing Agent may make or authorize

others to make Emergency Procurements for Goods or Services with as much competition as is practicable under the circumstances.

3. The Purchasing Agent shall keep a record of each Emergency Procurement as required by Section 2-334 of the City Code of Ordinance stating the cause, the Vendor's name, the amount and type of the Contract, the item(s) procured under the Contract, and the identification number of the Contract file.
 4. If an emergency arises outside of the City's normal business hours or when it is not possible or convenient to reach the Purchasing Agent, any purchase necessary shall be made by the Department Director and reported to the Purchasing Agent within twenty-four (24) hours.
- D. **COSTS UNDER COMPETITIVE THRESHOLDS.** The Using Agency may acquire Goods and Services by direct negotiation or by some other non-competitive method, when the dollar value of the purchase does not exceed \$5,000 and a properly authorized Requisition is received. Under this non-competitive method, the Using Agency shall attempt to obtain the Goods or Services most advantageous to the City considering price and other factors.
- E. **GOVERNMENTAL AGENCY CONTRACTS.** The City may acquire Goods or Services by Direct Negotiation or other method involving limited or no competition from a Vendor having a requirements Contract or annual agreement with any public entity for Goods or Services described in such Contract and at prices or discounts no less favorable than any set forth in such Contracts.
- F. **USE OF STATE/COOPERATIVE CONTRACTS.** The Purchasing Agent may, independent of the requirements of process described in this section, procure Goods and Services or Construction items through a Contract established through Competitive means by the State of Georgia, national Co-Operatives (i.e.-U.S. Communities), and collaborative purchasing agreements with other local governments when deemed to be in the best interest of the City.

SECTION 7

COMPETITIVE PROCUREMENTS

A. GENERAL.

1. Competitive Procurements are used when a need is established and are generally solicited on a project-by-project basis. The Using Agency will submit a specific list of Goods and/or scope of Services to the Purchasing Manager, who determines which Competitive processes best suits the purchase.
2. A performance guarantee, such as a Bid Bond, Performance Bond, Payment Bond, or Letter of Credit, shall be required for any Solicitation that includes Services above \$100,000.
3. Grants or donations from outside public or private sources may dictate the Procurement process the City must follow for an Award. Federal and State Procurement policy supersedes City purchasing requirements when buying Goods and Services using Federal or State grant monies. Using Agencies should consult the Finance Department regarding the use of Federal and State funds.

- B. PUBLIC NOTICE. Public Notice, such as an advertisement in a publication of general circulation or posting on the Purchasing Division's Internet Web page, of an ITB or RFP shall be given a minimum of fourteen (14) calendar days prior to the date set for Bid opening or as required by State and Federal law, unless it can be demonstrated that an urgent requirement for Goods or Services exists, in which instance, the requirement for Public Notice may be reduced by the Purchasing Agent. Advertisements for Formal Solicitations will be made according to City ordinance, and State and Federal Law for the type of Solicitation being posted.

C. PUBLIC WORKS PROJECTS.

1. Solicitations for Goods and Services, or both, valued at \$100,000 or more are required by law to be advertised in the Georgia Procurement Registry for the same period of time as required by City, State or Federal law for the type of Solicitation being posted.
2. Public Works projects over \$100,000 are required by State law to have Payment Bonds and Performance Bonds for 100% of the Contract amount. When these Bids are requested, the standard City documents with this information will be used. The City will also require that a 5% Bid Bond be submitted with the Bid. These projects will be advertised by the City according to City ordinance and State and Federal Law.

- D. INVITATION TO BID. Invitations to Bid (ITB) are prepared and issued to prospective Vendors with the goal of obtaining competitive Bids for Goods and Services where there are clear and adequate Specifications for items.
1. Submission. Sealed Bids shall be opened publicly by the Purchasing Agent, or designee, in the presence of one or more witnesses at the time and place designated in the ITB. All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet and signed by the opener and witness.
 2. Correction or Withdrawal; Late Bids.
 - a. Correction of an inadvertently erroneous Bid is permitted in accordance with the terms indicated in the ITB; however, minor irregularities may be waived by the City.
 - b. Any Bid received after the time and date set for receipt of Bids is late. Any withdrawal or modification of a Bid received after the time and date set for opening of Bids, at the place designated for opening, is considered late. Late Bids will be rejected and will remain unopened.
 - c. Bids may be withdrawn at any time prior to the Bid Opening. After Bids have been publicly opened, the Bidder shall give notice in writing of its claim of right to withdraw a Bid within two (2) business days after the conclusion of the Bid Opening procedure. If a Bid is withdrawn under authority of this provision, the lowest remaining Responsive Bid shall be deemed to be the low Bid.
 - d. No Bid may be withdrawn for a period of one hundred twenty (120) days after the time scheduled for Bid Opening or as permitted by State law.
 3. Evaluation.
 - a. Bids will be evaluated based on the evaluation factors set forth in the ITB, which may include criteria to determine acceptability of Goods such as, but not limited to, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.
 - b. No criteria may be used in Bid evaluation that is not specifically set forth in the Solicitation.
 - c. Criteria for the acceptability of Goods shall be used to determine whether particular Goods are responsive to the ITB, and not to determine the relative desirability between acceptable Goods.
 - d. The City reserves the right to waive any informalities or irregularities of Bids, to request clarification of information submitted in any Bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract Award, or to reject any or all Bids for any reason whatsoever.
 4. Award.
 - a. Negotiation. The City reserves the right to negotiate with the lowest, Responsive, and Responsible Bidder after the Bids have been opened and before an Award is made in an

effort to make sure that the Specifications and budget have been met. This will allow staff to add or delete parts for equipment or value engineer a project in the City's best interest. On Construction projects, negotiations will be conducted with the design firm for the project and City staff before a recommendation is made for Award of the Bid.

- b. Tie Bids. In the event two (2) or more identical Bids are received, meaning the same in all salient respects including price, the City will request a Best and Final Offer (BAFO) as a tiebreaker and award to the Vendor with the new low Bid.
- c. Split/Partial Award. The Award may be split between more than one Vendor by awarding to the lowest cost provider of each item or reasonable grouping of items if:
 - (i) an ITB is for multiple Goods or Services;
 - (ii) more than one Vendor provides a Bid that meets the specifications for the items;
 - (iii) a price comparison can be made between the items quoted; and
 - (iv) acquisition, delivery, and other requirements can be reasonably administered.

An Award shall not be split or partially awarded under the following conditions:

- (i) When the Solicitation is for an integrated system and the split of the Award between components or parts of that system would jeopardize performance; or
- (ii) If the item is part of a system and the performance of that system would be jeopardized if another brand was substituted.

5. Cancellation/Disqualification.

- a. The City may cancel an ITB prior to the Bid Opening date or any or all Bids may be rejected in whole or in part as may be specified in the Solicitation, where the Purchasing Agent determines it is in the best interest of the City or is the result of improper conduct of any party. The reasons for any cancellation shall be made part of the Bid file.
- b. The following types of Bids shall be disqualified for consideration of Award:
 - (i) A Bid arriving after the due date and time for submittal;
 - (ii) A Bid that is incomplete in any material aspects;
 - (iii) A Bid that is submitted without required Bonds or insurance.
- c. If no Responsive and Responsible Bids are received or all Bids are rejected, the City may procure such Goods and Services by Direct Negotiation as indicated in Section 6: Non-Competitive Procurement of Goods and Services.

- E. REQUEST FOR QUOTES (RFQ). Request for Quotes are prepared and issued to prospective Bidders by the Purchasing Division, with the goal of obtaining competitive responses for items costing between

\$5,000 and \$99,000 or where below \$99,000 the establishment of a Contract may be needed for the purchase of Goods or Services. The RFQ clearly defines the scope of Services and contains Contractual terms and conditions. In most cases, the Award will be made on best price, but the Award may be made in what is determined to be in the best interest of the City. The RFQ may require the submission of Bid samples, descriptive literature, and technical data and may require inspection or testing of a product before a final award.

F. REQUEST FOR PROPOSALS (RFP).

1. Criteria. When the Purchasing Agent determines the use of an ITB is not practical or not advantageous because of existing market conditions or the type of Goods or Services required, the City may issue an RFP to competitively procure Goods or Services through receipt of Sealed Proposals. An RFP can be used for a Procurement at any dollar amount. RFPs are most useful when:
 - a. Multiple (different) solutions are available that will fit the need;
 - b. Multiple Vendors can provide the same solution with different implementation scenarios;
 - c. Exact solutions for the project cannot be clearly specified;
 - d. The project requires different skills, expertise, and technical capabilities from Vendors;
 - e. The project requires that Vendors combine and subcontract Goods and Services; or,
 - f. The City seeks to exert leverage on a Vendor to provide the City more savings.
2. Submission.
 - a. Proposals shall be opened publicly by the Purchasing Agent, or designee, in the presence of one or more witnesses at the time and place designated in the RFP. A register of Proposals is prepared that lists each Proposer's name, which will be signed by the opener and the witness.
 - b. Proposals shall be deemed late in the same manner as described in the ITB section of this Policy (Section 7D).
3. Correction or Withdrawal. Correction or withdrawal of Proposals is permitted in accordance with instructions contained within the RFP. No Proposal may be withdrawn for a period of one hundred twenty (120) days after the time scheduled for Proposal Opening or as permitted by State law.
4. Evaluation Committee. Each written Proposal shall be evaluated by a committee recommended by the Project Manager and approved by the City Manager or designee to determine if it is responsive to the scope of Services and other terms and conditions stated in the RFP. The Evaluation Committee will consist of at least three (3) members but not more than nine (9), to include Representatives from the City based on their knowledge of the Services requested in the RFP.

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- a. Duties of the team include, but are not limited to, the following:
 - (i) Prepare project charter and time line for the Services being requested by working backwards from the desired implementation date.
 - (ii) Determine the scope of the Services requested and a definition of the expected outcome.
 - (iii) Using the scope of Services, purchasing will draft the RFP. This draft will be evaluated by the project manager and reviewed by the legal department to create the final draft of the RFP.
 - (iv) Conduct, if desired, a pre-Proposal meeting with interested Vendors, in which information will be shared and Vendors will be given the opportunity to request clarification of information in the RFP. If necessary, the RFP may be revised through the issuance of an Addendum or Addendums. The Evaluation Committee will determine if this meeting will be mandatory for the Vendors.
 - (v) Develop a management discretionary point matrix based on the business requirements of the RFP. The evaluation criteria should provide a mechanism for making an easy “apples to apples” comparison of Proposers and their proposed solutions. This may include price comparisons.
 - b. The RFP will identify the criteria to be considered and evaluated as the basis of Award.
 - c. Proposals submitted by Responsible and Responsive Proposers are evaluated by the Evaluation Committee, pursuant to the City’s procedures, based upon criteria contained in the RFP. The City has no obligation to award the Contract to the Proposer who proposes the lowest price.
5. Award.
- a. The Contract will be awarded, if Award is made, by the City to the most Responsive and Responsible Proposer whose Proposal is determined, in the City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP. The RFP will contain the basis upon which Award is made.
 - b. The City reserves the right to waive any informalities or irregularities of Proposals, to request clarification of information submitted in any Proposal, to further negotiate with a Responsive and Responsible Proposer who has been selected for Award, or to reject any or all Proposals for any reason whatsoever.
 - c. If no Responsive and Responsible Proposals are received or if all Proposals are rejected, at the direction of the City Manager the City may procure such Goods or Services by Direct Negotiation as indicated in Section 6: Non-Competitive Procurement of Goods and Services.
6. Cancellation/Disqualification.

- a. An RFP may be cancelled prior to Opening Date or any or all Proposals may be rejected in whole or in part as may be specified in the Solicitation, where it is in the best interest of the City in accordance with the standards of this Policy and applicable law or, as a result of improper conduct of any party. The reason(s) for any cancellation shall be made part of the Proposal file.
- b. The following types of Proposals shall be **disqualified** for consideration for Award:
 - (i) A Proposal arriving after the due date and time for submittal;
 - (ii) A Proposal that is submitted without required Bonds or insurance;
 - (iii) A Proposal that is submitted by a Vendor that has been debarred by the City;
 - (iv) A Proposal that is submitted in connection with which there have been communications with any City employees, officials, Contractors or team members at any time during the Solicitation process.

G. REQUEST FOR QUALIFIED CONTRACTORS (RFQC).

- 1. RFQCs may be used when it is determined to be in the City's best interest to evaluate the experience and qualifications of a Vendor, without regard to or prior to considering price.
- 2. The procedure for soliciting, opening and evaluating responses to RFQCs shall be the same as described herein for Formal Solicitation.
- 3. Vendors whose qualifications meet the criteria established in the RFQC, at the sole discretion of the City, may be considered for Award by participation in the completion of a price negotiation.
- 4. The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached. Alternatively, the City may, by Direct Negotiation, finalize terms with Vendors who are selected for Award based on qualifications.
- 5. The City reserves the right to reject any or all responses to a RFQC for any reason. Clarification of information may be requested by the City.

H. CONSECUTIVE MULTI-STEP SOLICITATIONS.

- 1. The City may initiate one of the multi-step Solicitation processes described below when:
 - (a) in the City's discretion, it is impractical to prepare an adequate or complete description of the Goods or Services desired due to insufficient data, uncertain requirements, unfamiliar market options, etc.;

- (b) the City desires to identify a field of qualified Bidders, Proposers, providers of Goods or Services, out of a broader field of Bidders, Proposers, providers of Goods or Services; or
 - (c) the City believes a multi-step process would best serve its purposes.
- 2. The City may request statements of qualifications to be evaluated based on the criteria in the RFQ for purposes of identifying one or more desirable or acceptable Goods or Services or for purposes of identifying a field of qualified or most qualified Bidders or Proposers.
- 3. After identifying a field of most qualified Bidders or Proposers with the capability of providing the desirable or acceptable Goods or Services, the City may either follow a Competitive ITB process or by an RFP process as referenced in the Competitive Procurement section above among the field of Vendors identified as having the capability to meet the City's requirements for the Procurement.

SECTION 8

QUALIFICATIONS BASED SELECTION FOR PROJECTS

USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING-BROOKS ACT

Except as provided in sections F and G below, the City shall use the Competitive Negotiation Procurement method described below for the Procurement of engineering and design related Services when FAHP funds are involved in the Contract (as specified in 23 U.S.C. 112(b)(2)(A)). The Solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection Procurement procedures for architectural and engineering Services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act. In accordance with the requirements of the Brooks Act, the following procedures shall apply to the Competitive Negotiation Procurement method:

- A. SOLICITATION. The Solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in State and out-of-state consultants are given a fair opportunity to be considered for Award of the Contract. Procurement procedures may involve a single step process with issuance of an RFP to all interested consultants or a multi-phase process with issuance of a RFQC whereby responding consultants are ranked based on qualifications and RFPs are then provided to three (3) or more of the most highly qualified consultants. Minimum qualifications of consultants to perform Services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQC, an RFP specific to the project, task, or Service is required for evaluation of a consultant's specific technical approach and qualifications.
- B. REQUEST FOR PROPOSAL (RFP). The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited Services. The RFP shall:
 - 1. Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the Services to be rendered. The scope of work should detail the purpose and description of the project, Services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, Specifications, and policies;
 - 2. Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of Proposals;
 - 3. Identify evaluation factors including their relative weight of importance in accordance with subparagraph (a)(1)(iii) of this section;

4. Specify the Contract type and method(s) of payment to be utilized in accordance with § 172.9;
5. Identify any special provisions or Contract requirements associated with the solicited Services;
6. Require that submission of any requested cost Proposals or elements of cost be in a concealed format and separate from technical/qualifications Proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
7. Provide a schedule of key dates for the Procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a Proposal, which except in unusual circumstances shall be not less than fourteen (14) days from the date of issuance of the RFP.

C. EVALUATION FACTORS.

1. Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related Services must assess the demonstrated competence and qualifications for the type of Professional Services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
2. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost Proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
3. In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited Services.
4. The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:
 - (a) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for Contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a Proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- (b) The participation of qualified and certified M/W/SBE Minority/ Women-owned/ Small Business Enterprise (M/W/SBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the City of Sandy Springs (M/W/SBE) program.

D. EVALUATION, RANKING, AND SELECTION.

1. Consultant Proposals shall be evaluated by the City based on the criteria established and published within the public Solicitation.
2. While the Contract will be with the prime consultant, Proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the Proposal with respect to the scope of work and established criteria.
3. Following submission and evaluation of Proposals, the City shall conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussion requirements shall be specified within the RFP and should be based on the size and complexity of the project as defined in the City's written policies and procedures (as specified in § 172.5(c)). Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following Proposal submission are not required provided Proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
4. From the Proposal evaluation and any subsequent discussions which have been conducted, the City shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited Services based on the established and published criteria.
5. Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
6. The City shall retain acceptable documentation of the Solicitation, Proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

E. NEGOTIATION.

1. Prior to receipt or review of the most highly qualified consultant's cost Proposal, the City shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant Services are obtained at a fair and Reasonable Cost.
2. Elements of Contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established separately in accordance with § 172.11.

3. If concealed cost Proposals were submitted in conjunction with technical/qualifications Proposals, only the cost Proposal of the consultant with which negotiations are initiated may be considered. Concealed cost Proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).
 4. The City shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the Contract in accordance with the provisions of 49 CFR 18.42. This documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the Contract (as specified in § 172.11(c)).
- F. **SMALL PURCHASES.** The small purchase method involves Procurement of engineering and design related Services where an adequate number of qualified sources are reviewed and the total Contract costs do not exceed an established simplified acquisition threshold. The City may use the State's small purchase procedures which reflect applicable State laws and regulations for the Procurement of engineering and design related Services provided the total Contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds. The following additional requirements shall apply to the small purchase Procurement method:
1. The scope of work, project phases, and Contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
 2. A minimum of three (3) consultants are required to satisfy the adequate number of qualified sources reviewed.
 3. Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.
 4. The full amount of any Contract modification or Amendment that would cause the total Contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal aid funding. The FHWA may withdraw all Federal aid from a Contract if it is modified or amended above the applicable established simplified acquisition threshold.
- G. **NON-COMPETITIVE.** The non-competitive method involves Procurement of engineering and design related Services when it is not feasible to award the Contract using the Competitive Negotiation Procurement or small purchase Procurement methods. The following requirements shall apply to the non-competitive Procurement method:
1. The City may use its own non-competitive procedures that reflect applicable State and local laws and regulations and conform to applicable Federal requirements.

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2. The City shall establish a process to determine when non-competitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of Contracting.
 3. Circumstances under which a Contract may be awarded by non-competitive procedures are limited to the following:
 - a. The Service is available only from a single source (See *Sole Source Procurement*);
 - b. There is an emergency which will not permit the time necessary to conduct Competitive negotiations; or
 - c. After Solicitation of a number of sources, competition is determined to be inadequate.
 4. Contract costs may be negotiated in accordance with the City's non-competitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.
- H. COMMON GRANT RULE. The City shall comply with Procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36). When State and local Procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the City shall comply with Federal requirements to be eligible for Federal aid reimbursement of the associated costs of the Services incurred following FHWA authorization (as specified in 49 CFR 18.4).
- I. M/W/SBE MINORITY/ WOMEN-OWNED/ SMALL BUSINESS ENTERPRISE (M/W/SBE) PROGRAM. The City shall give consideration to M/W/SBE consultants in the Procurement of engineering and design related service Contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When M/W/SBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related Services Contracts may be achieved in accordance with the City of Sandy Springs FHWA approved M/W/SBE program through either:
1. Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in § 172.7(a)(1)(iii)(D)); or
 2. Establishment of a Contract participation goal.
- The use of quotas or exclusive set-asides for M/W/SBE consultants is prohibited (as specified in 49 CFR 26.43).
- J. SUSPENSION AND DEBARMENT. The City shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or Contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

SECTION 9

POLICY FOR CONTRACTOR TITLE VI COMPLIANCE

Title VI and related statutes prohibit discrimination in Federally-assisted programs, requiring that no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance.

The City of Sandy Springs assures that no person will on the grounds of race, color, national origin, sex, age or disability, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 and other Federal nondiscrimination statutes, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Vendor (Recipient) further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are Federally funded or not.

In the event the Vendor (Recipient) distributes Federal aid funds to a subcontractor (sub-recipient), the Vendor (Recipient) will include Title VI language in all written agreements and will monitor for compliance.

The City Manager's Office is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by Part 200 of Title 23 of the Code of Federal Regulations, 42 U.S.C. § 2000d, et seq., 49 C.F.R. Part 21 and 28 C.F.R. section 50.3.

SECTION 10

DISPOSAL OF GOODS

- A. **SURPLUS AND OBSOLETE GOODS.** It shall be the duty of the Using Agency to report all surplus or obsolete Goods to the Purchasing Agent. Following determination by City Council that such Goods are surplus, the Purchasing Agent will determine the most advantageous method of disposing of the Goods, including:
1. **Transfer:** The most gainful method for handling Goods no longer needed by a Using Agency is to transfer it to another department that has a use for the item.
 2. **Donate:** Goods may be donated to another governmental entity, charity, or civic organization with need of the item(s) with the approval of the City Manager or designee.
 3. **Recycle:** Obsolete and broken Goods that are no longer usable may be recycled with the approval of the City Manager or designee.
 4. **Trade-In:** In replacing obsolete equipment, it is sometimes advantageous to trade-in the old equipment. The invitation for Bids on the replacement item should call for Bid prices with or without trade-in and provided that Award may be made either way.
 5. **Sale:** Surplus Goods may be consolidated and offered for sale by auction, internet auction, sale by fire sale, or sale by Sealed Bid.
 - a. The consolidated list of surplus Goods will be submitted to the City Manager or designee for approval before an auction or Sealed Bid is organized.
 - b. The surplus item(s) offered for sale will be on an "AS IS/WHERE IS" basis.
 - c. The sale will be given Public Notice for items in excess of \$10,000.
 - d. Proceeds from the sale of surplus Goods will go into the General Fund.
- B. **SALE TO EMPLOYEES:** The direct sale of non-computer surplus Goods to City employees is prohibited. This policy does not prohibit City employees from extending an offer at a public auction or in the form of a Sealed Bid.
- C. **SURPLUS COMPUTER EMPLOYEE PURCHASE PROGRAM:** The purpose of these procedures is to ensure compliance, reporting and objectivity with the program. The Program has been established as a benefit to the City's Employees, to encourage and promote computer proficiency. The sale of surplus computer equipment to Employees may be processed through the following procedures:
1. **Surplus Computer Determination.** The City will make available to its eligible Employees surplus computer systems that are:

- a. no longer covered by manufacturer's warranty;
 - b. at least three (3) years old; and
 - c. no longer serve a purpose in the City's Information Technology (IT) environment as determined by the IT Department.
2. IT Department Responsibilities. Upon determination that a computer is surplus, the IT Department shall:
- a. Purge City data from surplus computers;
 - b. Reinstall only the original operating system onto surplus computer (does not include any other software such as Excel, Word, etc.);
 - c. Complete surplus form with attached inventory of computers and send to the Purchasing Manager;
 - d. Facilitate the pickup of surplus computers to Employees selected during the drawing that have proof of payment.
3. Notification of Sale. Upon receiving a list of surplus computers from the IT Department, the Communications Department shall send out e-mail notification of the surplus computer sale one (1) month prior to the drawing with a weekly e-mail reminder up to the week of the drawing. The e-mail shall include:
- a. the statement to post information for Employees that do not have access to City e-mail;
 - b. a link to the request for purchase of surplus computer form;
 - c. deadline for request forms;
 - d. eligibility requirements;
 - e. date/time of drawing.
4. Request for Purchase of Surplus Computer Form.
- a. A request for purchase of surplus computer form may be submitted by any full time or permanent part time City Employee interested in purchasing a surplus computer.
 - b. Employees for which any one of the following conditions exist at the time of the drawing will be removed from the drawing:
 - i. has not completed six (6) months of service;
 - ii. found to be separating from the City; or
 - iii. on an unpaid leave of absence.

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- c. Completed forms will be submitted to the Purchasing Manager. Forms cannot be e-mailed as original signature must be on form. The Purchasing Division will track and maintain the official listing of interested Employees for the annual drawing.
 - d. An official listing of all eligible City Employees that have completed the form will be maintained by the Purchasing Manager and verified for eligibility from the City's Human Resources Department. Request for verification by the Human Resources Department will come from the Purchasing Division within two (2) weeks of each scheduled annual drawing.
 - e. Employees interested in the annual drawing must fill out a new form each year.
5. Drawing.
- a. A random drawing will take place annually to select Employees who will be able to purchase available surplus computers. The drawing will take place in the City Hall lobby.
 - b. The Purchasing Manager will facilitate the drawing.
 - c. The Communications Department shall annually select four (4) City Employees to witness the drawing. Such witnesses may not be:
 - i. personnel of the Finance Department, or
 - ii. participating in the annual drawing.
 - d. An additional five (5) names will be drawn to create a reserve list in the event that selected Employees do not follow through with their payment and pick up.
6. Payment.
- a. Payment must be made in the form of cash, check or credit card by the Employee within seven (7) business days of notification.
 - b. The Purchasing Division will be responsible for notifying the Employees that they were drawn and stating the final date their payment is due.
 - c. If payment is not received by due date then the Employee has forfeited the computer. The next eligible Employee from the reserve list will be offered the chance at the computer.
 - d. The Purchasing Division will supply the employee with two copies of their bill of sale. One will be their copy and one will be utilized as a receipt for the Revenue Division at time of payment. The bill of sale shall include without limitation:
 - i. computer is sold "as is".
 - ii. the City does not accept any responsibility for the computer that is being purchased.

- iii. the City's IT department or any employee of the City will not provide guidance or support for the computer.

7. Pick-Up

- a. Only the Employee that has been randomly selected for the purchase of the surplus computer is authorized to purchase the computer. The selected Employee may not authorize anyone else to pay for or pick up the surplus computer.
- b. A date and time range for an Employee to obtain a surplus computer will be set up in coordination with the IT Department.
- c. The Employee must present the IT Department with the receipt provided by the Revenue Division of the Finance Department showing proof of payment.
- d. The Purchasing Division will maintain a record of each annual sale and the surplus computers sold. A new file will be created for each annual sale.

SECTION 11

POLICY FOR PROMOTING SUSTAINABILITY

THROUGH THE PURCHASING PROCESS

The City is a significant consumer of Goods and Services. The City desires to encourage the Procurement of sustainable and environmentally preferred Goods and Services and thus will take an active role to promote the analysis of Life Cycle Costs for Goods and Services to encourage protection of the environment by showing preference for the Procurement of sustainable Goods and Services for use in City operations.

In general, environmentally preferable Goods and Services are those that would reduce negative effects on human health and environment when compared with the competing Goods and Services. More specifically, this comparison would include consideration of all phases of the product's life cycle, including raw materials acquisition, production, manufacturing, packaging, distribution, operation, maintenance and disposal, including potential for reuse or ability to be recycled.

In practice, the objective is to purchase Goods that have been environmentally certified or eco labeled because they have reduced environmental impact due to the way they are made, used, transported, stored, packaged and disposed. It means looking for Goods that do not harm human health, are less polluting and that minimize waste, maximize use of bio-based or recycled materials, conserve energy and water, and reduce the consumption of and disposal of hazardous materials.

Therefore the City will implement an environmentally preferable purchasing program that accounts for Life Cycle Costs and gives preference to Goods that are recycled, recyclable and otherwise more environmentally friendly than traditional Goods; purchase Energy Star rated equipment and appliances when possible to do so and, purchase recycled copy, computer, and fax paper with at least thirty (30) percent recycled content whenever the use of the paper makes it possible to do so.



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members

FROM: Andrea Surratt, City Manager, & Courtney E. Rogers, Davenport & Company

DATE: October 9, 2020 Submission for the October 20, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Supplemental Bond Resolution Authorizing the Issuance of Revenue Bonds Series 2020B; the Execution of a Lease Agreement; the Issuance and Deliver of the Bonds; and Other Purposes

Recommendation:

Staff recommends approval of a Supplemental Bond Resolution Authorizing the Issuance of Revenue Bonds Series 2020B; the Execution of a Lease Agreement; the Issuance and Deliver of the Bonds; and Other Purposes.

Background:

The City of Sandy Springs Public Facilities Authority authorized the issuance of up to \$60,000,000 in aggregate principal amount of the Series 2020 Bonds, in a resolution adopted at a September 15, 2020 meeting. The original resolutions provided for interest rates not to exceed 5% annually and authorization for a lease agreement.

Discussion:

This supplemental resolution provides for the execution of the Lease Agreement, Disclosure Certificate, and Preliminary Official Statement.

Financial Impact:

N/A. This is a supplement to a previously passed resolution.

Alternatives:

Attachments:

1. Supplemental Resolution - City of Sandy Springs

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 \$60,000,000 in aggregate principal amount of its Revenue Bonds (Public Facilities Project), Series 2020B (the “Series 2020B Bonds”), in a resolution duly adopted at a meeting held on September 15, 2020 (the “Original Bond Resolution”); and

WHEREAS, the Original Bond Resolution provides that the Series 2020B 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 2020B 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 September 15, 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 Lease Agreement (the “Lease Agreement”) with the Authority relating to the issuance of Series 2020B Bonds; and

WHEREAS, the Authority determined the principal amount of the Series 2020B 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 October 20, 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 October 9, 2020, relating to the Series 2020B Bonds (the “Preliminary Official Statement”) and authorize the execution, delivery, use and distribution of an Official Statement, dated October 20, 2020, relating to the Series 2020B Bonds (the “Official Statement”) in connection with the sale of the Series 2020B 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 2020B 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 2020B 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 Lease Agreement, a copy of which are attached hereto as Exhibit A, 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 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.

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 September 15, 2020, and the Supplemental Bond Resolution, adopted by the Authority on October 20, 2020, in substantially the form attached hereto as Exhibit B, 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 2020B 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 2020B 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 2020B Bonds and the execution and delivery of the Lease Agreement, the Disclosure Certificate or any other similar documents relating to the Series 2020B 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 2020B Bonds on October 20, 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 2020B 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 2020B 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 20th day of October, 2020.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor

(S E A L)

Attest: _____
Clerk

EXHIBIT A

Lease Agreement

LEASE AGREEMENT

by and between

CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY

and

CITY OF SANDY SPRINGS, GEORGIA

Dated as of November 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 November 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 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 \$53,170,000 (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 October 20, 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 Resolution, 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 October 20, 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 November 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) May 1, 2040, 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 May 1 and November 1 of each year (each a “Lease Payment Date”), commencing May 1, 2021, 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 May 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 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 Series 2020B 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 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.]

Bond Debt Service
City of Sandy Springs Public Facilities Authority (Georgia)
Revenue Bonds (Public Facilities Project), Series 2020B
Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
5/1/2021	1,460,000	5.000%	772,587.50	2,232,587.50	2,232,587.50
11/1/2021			776,750.00	776,750.00	
5/1/2022	1,940,000	2.000%	776,750.00	2,716,750.00	3,493,500.00
11/1/2022			757,350.00	757,350.00	
5/1/2023	1,975,000	5.000%	757,350.00	2,732,350.00	3,489,700.00
11/1/2023			707,975.00	707,975.00	
5/1/2024	2,075,000	2.000%	707,975.00	2,782,975.00	3,490,950.00
11/1/2024			687,225.00	687,225.00	
5/1/2025	2,115,000	5.000%	687,225.00	2,802,225.00	3,489,450.00
11/1/2025			634,350.00	634,350.00	
5/1/2026	2,220,000	5.000%	634,350.00	2,854,350.00	3,488,700.00
11/1/2026			578,850.00	578,850.00	
5/1/2027	2,335,000	5.000%	578,850.00	2,913,850.00	3,492,700.00
11/1/2027			520,475.00	520,475.00	
5/1/2028	2,450,000	5.000%	520,475.00	2,970,475.00	3,490,950.00
11/1/2028			459,225.00	459,225.00	
5/1/2029	2,570,000	5.000%	459,225.00	3,029,225.00	3,488,450.00
11/1/2029			394,975.00	394,975.00	
5/1/2030	2,700,000	5.000%	394,975.00	3,094,975.00	3,489,950.00
11/1/2030			327,475.00	327,475.00	
5/1/2031	2,835,000	3.000%	327,475.00	3,162,475.00	3,489,950.00
11/1/2031			284,950.00	284,950.00	
5/1/2032	2,920,000	2.000%	284,950.00	3,204,950.00	3,489,900.00
11/1/2032			255,750.00	255,750.00	
5/1/2033	2,980,000	2.000%	255,750.00	3,235,750.00	3,491,500.00
11/1/2033			225,950.00	225,950.00	
5/1/2034	3,040,000	2.000%	225,950.00	3,265,950.00	3,491,900.00
11/1/2034			195,550.00	195,550.00	
5/1/2035	3,100,000	2.000%	195,550.00	3,295,550.00	3,491,100.00
11/1/2035			164,550.00	164,550.00	
5/1/2036	3,160,000	2.000%	164,550.00	3,324,550.00	3,489,100.00
11/1/2036			132,950.00	132,950.00	
5/1/2037	3,225,000	2.000%	132,950.00	3,357,950.00	3,490,900.00
11/1/2037			100,700.00	100,700.00	
5/1/2038	3,290,000	2.000%	100,700.00	3,390,700.00	3,491,400.00
11/1/2038			67,800.00	67,800.00	
5/1/2039	3,355,000	2.000%	67,800.00	3,422,800.00	3,490,600.00
11/1/2039			34,250.00	34,250.00	
5/1/2040	3,425,000	2.000%	34,250.00	3,459,250.00	3,493,500.00
	53,170,000		15,386,787.50	68,556,787.50	68,556,787.50

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.

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 October 20, 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 20th day of October, 2020.

Secretary, City of Sandy Springs Public Facilities
Authority

(CORPORATE SEAL)

EXHIBIT B

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 September 15, 2020, the Authority adopted a Bond Resolution (the “Original Resolution”), authorizing, among other things, the issuance of City of Sandy Springs Public Facilities Authority Revenue Bonds (Public Facilities Project), Series 2020B (the “Series 2020B Bonds”), in the aggregate principal amount of not to exceed \$60,000,000; and

WHEREAS, the Original Resolution provides that the Series 2020B 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 2020B 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 2020B 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 October 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 2020B Bonds; Redemption. The principal amount of the Series 2020B 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 2020B 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.

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.

Notice of Redemption. 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, will be mailed, by first class mail, to the owners of the Series 2020B 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 2020B Bonds called for redemption, which moneys are or will be available for redemption of Series 2020B 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 2020B 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 2020B 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. Application of Bond Proceeds. The net proceeds of the sale of the Series 2020B Bonds (i.e. par, plus net original issue premium, less underwriter's discount) shall be used and applied as follows:

- (a) \$477,426.60 shall be deposited into the Cost of Issuance Fund and used to pay costs of issuance; and
- (b) \$58,000,000.00 shall be deposited into the Project Fund and used to pay the costs of the Projects.

Notwithstanding the foregoing, if the Chairman of the Authority shall determine that a different application of funds is required to carry out the intent of this resolution, the Chairman may provide for such different application of funds in a closing certificate to be delivered at the time of issuance of the Series 2020B 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 2020B Bonds on

October 20, 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 2020B 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 2020B Bonds to Wells Fargo Bank, National Association is hereby authorized and approved.

Section 4. 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 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 2020B 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 2020B Bonds and the execution and delivery of the First Amendment to Lease Agreement or any other similar documents relating to the Series 2020B 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 2020B 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 20th day of October, 2020.

CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY

By: _____
Chairman

(CORPORATE SEAL)

Attest:

Secretary

EXHIBIT A

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

The Series 2020B Bonds shall be dated as of November 10, 2020, their date of issuance and delivery, and shall be issued in the aggregate principal amount equal to \$53,170,000. The principal amount of the Series 2020B 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)
Revenue Bonds (Public Facilities Project), Series 2020B
Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Police Headquarters:								
	05/01/2021	1,460,000	5.000%	0.190%	102.282			
	05/01/2022	1,940,000	2.000%	0.210%	102.634			
	05/01/2023	1,975,000	5.000%	0.230%	111.765			
	05/01/2024	2,075,000	2.000%	0.260%	106.015			
	05/01/2025	2,115,000	5.000%	0.320%	120.777			
	05/01/2026	2,220,000	5.000%	0.520%	124.151			
	05/01/2027	2,335,000	5.000%	0.660%	127.464			
	05/01/2028	2,450,000	5.000%	0.800%	130.415			
	05/01/2029	2,570,000	5.000%	0.960%	132.807			
	05/01/2030	2,700,000	5.000%	1.070%	135.321			
	05/01/2031	2,835,000	3.000%	1.210%	115.978 C	1.358%	05/01/2030	100.000
	05/01/2032	2,920,000	2.000%	1.450%	104.852 C	1.537%	05/01/2030	100.000
	05/01/2033	2,980,000	2.000%	1.550%	103.951 C	1.648%	05/01/2030	100.000
	05/01/2034	3,040,000	2.000%	1.650%	103.058 C	1.744%	05/01/2030	100.000
	05/01/2035	3,100,000	2.000%	1.750%	102.173 C	1.828%	05/01/2030	100.000
	05/01/2036	3,160,000	2.000%	1.850%	101.297 C	1.903%	05/01/2030	100.000
	05/01/2037	3,225,000	2.000%	1.930%	100.603 C	1.957%	05/01/2030	100.000
	05/01/2038	3,290,000	2.000%	1.970%	100.257 C	1.983%	05/01/2030	100.000
	05/01/2039	3,355,000	2.000%	2.010%	99.846			
	05/01/2040	3,425,000	2.000%	2.050%	99.200			
		53,170,000						

BOND PRICING

City of Sandy Springs Public Facilities Authority (Georgia)
Revenue Bonds (Public Facilities Project), Series 2020B
Final Numbers

Dated Date	11/10/2020	
Delivery Date	11/10/2020	
First Coupon	05/01/2021	
Par Amount	53,170,000.00	
Premium	5,509,472.60	
Production	58,679,472.60	110.361995%
Underwriter's Discount	-202,046.00	-0.380000%
Purchase Price	58,477,426.60	109.981995%
Accrued Interest		
Net Proceeds	58,477,426.60	

BOND DEBT SERVICE

City of Sandy Springs Public Facilities Authority (Georgia)
Revenue Bonds (Public Facilities Project), Series 2020B
Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2021	1,460,000	5.000%	772,587.50	2,232,587.50
06/30/2022	1,940,000	2.000%	1,553,500.00	3,493,500.00
06/30/2023	1,975,000	5.000%	1,514,700.00	3,489,700.00
06/30/2024	2,075,000	2.000%	1,415,950.00	3,490,950.00
06/30/2025	2,115,000	5.000%	1,374,450.00	3,489,450.00
06/30/2026	2,220,000	5.000%	1,268,700.00	3,488,700.00
06/30/2027	2,335,000	5.000%	1,157,700.00	3,492,700.00
06/30/2028	2,450,000	5.000%	1,040,950.00	3,490,950.00
06/30/2029	2,570,000	5.000%	918,450.00	3,488,450.00
06/30/2030	2,700,000	5.000%	789,950.00	3,489,950.00
06/30/2031	2,835,000	3.000%	654,950.00	3,489,950.00
06/30/2032	2,920,000	2.000%	569,900.00	3,489,900.00
06/30/2033	2,980,000	2.000%	511,500.00	3,491,500.00
06/30/2034	3,040,000	2.000%	451,900.00	3,491,900.00
06/30/2035	3,100,000	2.000%	391,100.00	3,491,100.00
06/30/2036	3,160,000	2.000%	329,100.00	3,489,100.00
06/30/2037	3,225,000	2.000%	265,900.00	3,490,900.00
06/30/2038	3,290,000	2.000%	201,400.00	3,491,400.00
06/30/2039	3,355,000	2.000%	135,600.00	3,490,600.00
06/30/2040	3,425,000	2.000%	68,500.00	3,493,500.00
	53,170,000		15,386,787.50	68,556,787.50

EXHIBIT B

Lease Agreement

[INTENTIONALLY OMITTED]

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 October 20, 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 20th day of October, 2020.

(S E A L)

Clerk



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Boyd, Paralegal

DATE: October 16, 2020 Submission for the October 20, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of the of Acceptance of a Permanent Drainage Easement for Property Known as 821 Tanglewood Trl NW Fulton County, Georgia, Parcel No: 170163LL0628 for the Tanglewood Stormwater Project

Recommendation:

Staff recommends that the Mayor and City Council accept a Permanent Drainage Easement and Temporary Construction Easement on a portion of property and associated rights for certain Stormwater Drainage and Roadway Improvements at Tanglewood Trail ("Project") such portion being located at 821 Tanglewood Trail, Land Lot 163, 17th District, Fulton County, Georgia, Parcel Number 17-0163-LL-0628 as more specifically shown on the attached exhibits (the portion of the property required for the Project hereinafter referred to as the "Subject Property").

Background:

The Subject Property is owned by Gregory Francis Camia ("Owner"). The Subject Property consists of approximately 642 sf of permanent easement and 1,795 sf of temporary easement for construction. The Owner has accepted the City's offer of \$14,500 for the transfer of the interests and rights needed for the Project.

Discussion:

N/A

Financial Impact:

There are sufficient funds in the Project.

Alternatives:

Allow the stormwater drainage infrastructure and roadway improvements to continue in disrepair possibly causing additional damage.

Attachments:

1. Memo-Package 102020- Camia (1)

STATE OF GEORGIA

COUNTY OF FULTON

**A RESOLUTION TO ACCEPT THE PERMANENT AND TEMPORARY
EASEMENTS FOR CERTAIN PROPERTY RIGHTS AND INTERESTS LOCATED
AT 821 TANGLEWOOD TRAIL NW, FULTON COUNTY, GEORGIA, PARCEL ID:
170163LL0628**

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

WHEREAS, the Department of Public Works, has determined it is necessary to facilitate the construction of certain Stormwater Drainage and Roadway Improvements At Tanglewood Trail (“Project”); and

WHEREAS, in order to construct the Project, certain property rights and interests are required over, under, and through the property located at 821 Tanglewood Trail, NW, Sandy Springs, Fulton County, Georgia (the “Property”), those interests being more particularly described in Exhibit “A” attached to this resolution; and

WHEREAS, the Property owner, Gregory Francis Camia, has delivered to the City of Sandy Springs (the “City”) a Permanent Easement and Temporary Construction Easement which the Department of Public Works has reviewed and approved; and,

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

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

1. Approval and acceptance of the Permanent Easement and Temporary Construction Easement on property located at 821 Tanglewood Trail NW, PARCEL ID: 170163LL0628 in order to ensure the protection of the public and the timely completion of the Project; and,
2. The City Manager and City Attorney are hereby authorized to take such actions as may be necessary to effectuate the intent of this resolution.

SO RESOLVED, this _____ day of _____, 2020.

Approved:

RUSSELL K. PAUL, Mayor

Attest:

LIA JONES, Interim City Clerk

EXHIBIT “A”



20' PERMANENT
STORMWATER
EASEMENT

TEMPORARY
CONSTRUCTION
EASEMENT



RECORD OWNER
GREGORY FRANCIS CAMIA
TAX PARCEL ID: 17-0163-LL0628
821 TANGLEWOOD TRAIL NW
SANDY SPRINGS, GA 30327
DB 42576 PG 639
PB 61 PGs 28-29

TEMPORARY
CONSTRUCTION
EASEMENT
(1,795 SF)

P.O.B.
20' PERMANENT
STORMWATER
EASEMENT

20' PERMANENT STORMWATER EASEMENT
(642 SF)

TANGLEWOOD TRAIL
(PUBLIC R/W - R/W
WIDTH UNKNOWN)

GAS TEST
STATION

GAS TEST
STATION

P.O.B.
TEMPORARY
CONSTRUCTION
EASEMENT

P.O.C.
N.1413976.93
E.2221309.30

JEFF ROAD
(PUBLIC R/W - R/W
WIDTH UNKNOWN)



SHEET 1 OF 3

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C.O.A.-LSFC0004

COUNTY FULTON
STATE OF GEORGIA
CITY OF SANDY SPRINGS
LAND LOT(S) 163
DISTRICT 17TH

STORMWATER EASEMENT EXHIBIT "B" FOR:
CITY OF SANDY SPRINGS
'THROUGH THE PROPERTY OF
GREGORY FRANCIS CAMIA'

0 10 20 40

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 16079.00
DATE: 2/21/20
SCALE: 1"=20'

Parcel Line Table			Parcel Curve Table				
Line #	Length	Direction	Curve #	Length	Radius	Chord Direction	Chord Length
L1	36.09'	N77° 19' 33"E	C1	8.67	301.71	N77° 00' 04"E	8.67
L5	35.53'	S52° 51' 37"E	C4	21.33	301.71	S57° 01' 01"W	21.32
L6	20.00'	N37° 08' 23"E	C13	10.92	301.71	S75° 08' 27"W	10.92
L7	28.28'	N52° 45' 26"W	C14	88.12	301.71	N69° 27' 25"E	87.80
			C15	10.79	301.71	N60° 03' 57"E	10.79

EXHIBIT A

20 PERMANENT STORMWATER EASEMENT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 163 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

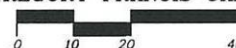
Commencing at a point at the intersection of the Northeasterly Right of Way Line of Jett Road (Public R/W - R/W Width Unknown) and the Northwestern Right of Way Line of Tanglewood Trail (Public R/W - R/W Width Unknown) having Georgia State Plain Coordinates (Ga. West Zone, NAD83) Northing-1413976.93 and Easting-2221309.30; thence leaving said intersection and following along said Northwestern Right of Way Line of Tanglewood Trail the following courses: North 77 degrees 19 minutes 33 seconds East a distance of 36.09 feet to a point; thence with a curve turning to the left with an arc length of 88.12 feet, with a radius of 301.71 feet, with a chord bearing of North 69 degrees 27 minutes 25 seconds East, with a chord length of 87.80 feet to a point; thence with a curve turning to the left with an arc length of 10.79 feet, with a radius of 301.71 feet, with a chord bearing of North 60 degrees 03 minutes 57 seconds East, with a chord length of 10.79 feet to a point, which is the true point of beginning.

Thence leaving said Northwestern Right of Way Line of Tanglewood Trail North 52 degrees 45 minutes 26 seconds West a distance of 28.28 feet to a point; thence North 37 degrees 08 minutes 23 seconds East a distance of 20.00 feet to a point; thence South 52 degrees 51 minutes 37 seconds East a distance of 35.53 feet to a point on said Northwestern Right of Way Line of Tanglewood Trail; thence following along said Northwestern Right of Way Line of Tanglewood Trail with a curve turning to the right with an arc length of 21.33 feet, with a radius of 301.71 feet, with a chord bearing of South 57 degrees 01 minutes 01 seconds West, with a chord length of 21.32 feet to a point, which is the true point of beginning.

Said 20 foot permanent stormwater easement having an area of 642 square feet more or less.



LEGAL DESCRIPTION EXHIBIT "A" FOR:
CITY OF SANDY SPRINGS
'THROUGH THE PROPERTY OF
GREGORY FRANCIS CAMIA'



DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 16079.00
DATE: 2/21/20
SCALE: 1"=20'



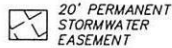
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COUNTY FULTON
STATE OF GEORGIA
CITY OF SANDY SPRINGS
LAND LOT(S) 163
DISTRICT 17TH



RECORD OWNER
GREGORY FRANCIS CAMIA
TAX PARCEL ID: 17-0163-LL0628
821 TANGLEWOOD TRAIL NW
SANDY SPRINGS, GA 30327
DB 42576 PG 639
PB 61 PGS 28-29

P.O.B.
20' PERMANENT
STORMWATER
EASEMENT

EXHIBIT B

20' PERMANENT STORMWATER EASEMENT
(642 SF)

TANGLEWOOD TRAIL
(PUBLIC R/W - R/W
WIDTH UNKNOWN)

GAS TEST
STATION

GAS TEST
STATION

P.O.C.
N.1413976.93
E.2221309.30

JEFF ROAD
(PUBLIC R/W - R/W
WIDTH UNKNOWN)



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COUNTY FULTON
STATE OF GEORGIA
CITY OF SANDY SPRINGS
LAND LOT(S) 163
DISTRICT 17TH

20 FOOT PERMANENT STORMWATER EASEMENT EXHIBIT "B" FOR:
CITY OF SANDY SPRINGS
'THROUGH THE PROPERTY OF
GREGORY FRANCIS CAMIA'



DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 16079.00
DATE: 2/21/20
SCALE: 1"=20'

Parcel Line Table		
Line #	Length	Direction
L1	36.09'	N77° 19' 33"E
L2	16.03'	N52° 53' 13"W
L3	40.00'	N37° 08' 23"E
L4	48.54'	S52° 47' 25"E
L5	35.53'	S52° 51' 37"E
L6	20.00'	N37° 08' 23"E
L7	28.28'	N52° 45' 26"W
L21	11.57'	N07° 39' 30"E
L22	12.92'	N18° 40' 33"E
L23	11.77'	N30° 23' 36"E
L24	22.12'	N44° 01' 51"E
L25	19.60'	S89° 00' 39"E
L26	29.98'	N88° 05' 46"W
L27	16.36'	S44° 01' 51"W
L28	9.55'	S30° 23' 36"W
L29	11.09'	S18° 40' 33"W
L30	6.26'	S06° 32' 49"W

Parcel Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	
C1	8.67	301.71	N77° 00' 04"E	8.67	
C2	10.79	301.71	S60° 03' 57"W	10.79	
C3	10.39	301.71	S54° 00' 20"W	10.39	
C13	10.92	301.71	S75° 08' 27"W	10.92	

EXHIBIT A



TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 163 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the Northeasterly Right of Way Line of Jett Road (Public R/W - R/W Width Unknown) and the Northwesterly Right of Way Line of Tanglewood Trail (Public R/W - R/W Width Unknown) having Georgia State Plain Coordinates (Ga. West Zone, NAD83) Northing-1413976.93 and Easting-2221309.30; thence leaving said intersection and following along said Northwesterly Right of Way Line of Tanglewood Trail the following courses: North 77 degrees 19 minutes 33 seconds East a distance of 36.09 feet to a point; thence with a curve turning to the left with an arc length of 8.67 feet, with a radius of 301.71 feet, with a chord bearing of North 77 degrees 00 minutes 04 seconds East, with a chord length of 8.67 feet to a point, which is the true point of beginning.

thence leaving said Northwesterly Right of Way Line of Tanglewood Trail North 07 degrees 39 minutes 30 seconds West a distance of 11.57 feet to a point; thence North 18 degrees 40 minutes 33 seconds East a distance of 12.92 feet to a point; thence North 30 degrees 23 minutes 36 seconds East a distance of 11.77 feet to a point; thence North 44 degrees 01 minutes 51 seconds East a distance of 22.12 feet to a point; thence South 89 degrees 00 minutes 39 seconds East a distance of 19.60 feet to a point; thence North 37 degrees 08 minutes 23 seconds East a distance of 40.00 feet to a point; thence South 52 degrees 47 minutes 25 seconds East a distance of 48.54 feet to a point on said Northwesterly Right of Way Line of Tanglewood Trail; thence following along said Northwesterly Right of Way Line of Tanglewood Trail with a curve turning to the right with an arc length of 10.39 feet, with a radius of 301.71 feet, with a chord bearing of South 54 degrees 00 minutes 20 seconds West, with a chord length of 10.39 feet to a point; thence leaving said Northwesterly Right of Way Line of Tanglewood Trail North 52 degrees 51 minutes 37 seconds West a distance of 35.53 feet to a point; thence South 37 degrees 08 minutes 23 seconds West a distance of 20.00 feet to a point; thence South 52 degrees 45 minutes 26 seconds East a distance of 28.28 feet to a point on said Northwesterly Right of Way Line of Tanglewood Trail; thence following along said Northwesterly Right of Way Line of Tanglewood Trail with a curve turning to the right with an arc length of 10.79 feet, with a radius of 301.71 feet, with a chord bearing of South 60 degrees 03 minutes 57 seconds West, with a chord length of 10.79 feet to a point; thence leaving said Northwesterly Right of Way Line of Tanglewood Trail North 52 degrees 53 minutes 13 seconds West a distance of 16.03 feet to a point; thence North 88 degrees 05 minutes 46 seconds West a distance of 29.98 feet to a point; thence South 44 degrees 01 minutes 51 seconds West a distance of 16.36 feet to a point; thence South 30 degrees 23 minutes 36 seconds West a distance of 9.55 feet to a point; thence South 18 degrees 40 minutes 33 seconds West a distance of 11.09 feet to a point; thence South 06 degrees 32 minutes 49 seconds West a distance of 6.26 feet to a point on said Northwesterly Right of Way Line of Tanglewood Trail; thence following along said Northwesterly Right of Way Line of Tanglewood Trail with a curve turning to the right with an arc length of 10.92 feet, with a radius of 301.71 feet, with a chord bearing of South 75 degrees 08 minutes 27 seconds West, with a chord length of 10.92 feet to a point, which is the true point of beginning.

Said temporary construction easement having an area of 1795 square feet more or less.



PLANNERS AND ENGINEERS COLLABORATIVE

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C.O.A.-LSF000004

COUNTY FULTON
STATE OF GEORGIA
CITY OF SANDY SPRINGS
LAND LOT(S) 163
DISTRICT 17TH

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION CITY OF SANDY SPRINGS 'THROUGH THE PROPERTY OF GREGORY FRANCIS CAMIA'



DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 16079.00
DATE: 2/21/20
SCALE: 1"=20'



TEMPORARY
CONSTRUCTION
EASEMENT

RECORD OWNER
GREGORY FRANCIS CAMIA
TAX PARCEL ID: 17-0163-LL0628
821 TANGLEWOOD TRAIL NW
SANDY SPRINGS, GA 30327
DB 42576 PG 639
PB 61 PGs 28-29

TEMPORARY
CONSTRUCTION
EASEMENT
(1,795 SF)



P.O.B.
TEMPORARY
CONSTRUCTION
EASEMENT

P.O.C.
N.1413976.93
E.2221309.30

JEFF ROAD
(PUBLIC R/W - R/W
WIDTH UNKNOWN)

EXHIBIT B

TANGLEWOOD TRAIL
(PUBLIC R/W - R/W
WIDTH UNKNOWN)



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C.O.A.-LSF000004

COUNTY FULTON
STATE OF GEORGIA
CITY OF SANDY SPRINGS
LAND LOT(S) 163
DISTRICT 17TH

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "B" FOR:
CITY OF SANDY SPRINGS
'THROUGH THE PROPERTY OF
GREGORY FRANCIS CAMIA'



DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 16079.00
DATE: 2/21/20
SCALE: 1"=20'



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: September 10, 2020 Submission for the October 20, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve Submission of an Application for Funding from the Georgia Department of Natural Resources' Land and Water Conservation Fund

Recommendation:

Staff recommends approval of a Land and Water Conservation Fund (LWCF) grant submission to the Georgia Department of Natural Resources for improvements to Ridgeview Park.

Background:

Administered by the Georgia Department of Natural Resources, the federal LWCF grant program helps state and local governments not only acquire and develop recreation lands, but also rehabilitate outdoor recreation facilities. Approximately \$9 million will be available for grant awards to local governments during this funding cycle. Grant funds are disbursed based on scores received using criteria questions. The criteria questions have a direct correlation to the priorities identified in the current Statewide Comprehensive Outdoor Recreation Plan (SCORP). This ensures that funds are being used to address statewide concerns.

Discussion:

Ridgeview Park is a 20-acre passive park adjacent to Ridgeview Charter Middle School. The park includes a small playground, picnic area with pavilion, and outdoor fitness/exercise equipment. The southwestern portion of the park is heavily wooded and undeveloped, with the exception of a natural-surface trail. The 2019 Recreation and Parks Master Plan provides an overall rating of "Fair" for Ridgeview Park.

If funded, improvements to be made at Ridgeview Park ("Project") include:

- Removal of outdated outdoor fitness equipment;
- Installation of new outdoor fitness equipment and safety surfacing;
- Minor grading, general landscape and Park beautification

Financial Impact:

The total Project cost is approximately \$250,000, to be funded equally by the City and the LWCF. By approving this application, the City is committing to funding one-half (1/2) of the total Project cost. This is a reimbursable grant requiring the City to pay the total Project cost upfront and submitting for reimbursement once the Project is completed.

Alternatives:

Council could opt not to pursue the grant opportunity at this time.

Attachments:

1. Resolution_2020_LWCF_grant_Ridgeview
2. LWCF Presentation

**STATE OF GEORGIA
COUNTY OF FULTON**

**RESOLUTION TO APPROVE SUBMISSION OF AN APPLICATION FOR FUNDING
FROM THE GEORGIA DEPARTMENT OF NATURAL RESOURCES' LAND AND
WATER CONSERVATION FUND**

WHEREAS, Ridgeview Park ("Park") is a twenty (20) acre passive park in the City of Sandy Springs ("City"); and

WHEREAS, the Park includes a small playground, picnic area with pavilion, and outdoor fitness/exercise equipment; and

WHEREAS, the southwestern portion of the Park is heavily wooded and undeveloped, with the exception of a natural-surface trail; and

WHEREAS, the City desires to improve the Park to include, but not be limited to, removal of outdated equipment, installation of new equipment and safety surfacing, grading, general landscaping and Park beautification ("Project"); and

WHEREAS, the total Project cost is estimated to be approximately \$250,000; and

WHEREAS, the Georgia Department of Natural Resources offers a grant program through the Land and Water Conservation Fund (LWCF) to help state and local governments not only to acquire and develop recreation lands, but also rehabilitate outdoor recreation facilities, with funds being provided upon review and approval of submitted applications by qualifying entities; and

WHEREAS, City staff desires to submit an application to the Department of Natural Resources for funding for the Project through the LWCF grant program; and

WHEREAS, in the event the City's application is recommended for funding by the Department of Natural Resources, the City is required to finance one hundred percent (100%) of the total Project cost and be reimbursed for fifty percent (50%) of the eligible costs by the Department of Natural Resources.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sandy Springs, Georgia, that:

1. City staff is hereby authorized to submit an application to the Department of Natural Resources for funding for the Project through the LWCF grant program; and

2. In the event that the application is recommended for funding, the City has the resources required to finance one hundred percent (100%) of the total Project cost and be reimbursed for fifty percent (50%) of eligible costs by the Department of Natural Resources; and
3. The City Manager is hereby authorized to take such actions as shall be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 20th day of October 2020.

Approved:

Russell K. Paul, Mayor

Attest:

City Clerk
(Seal)

Land and Water Conservation Fund Grant

October 20, 2020



SANDY SPRINGS™
GEORGIA

LWCF Grant Overview

- Administered by the Georgia Department of Natural Resources
- Assists state and local governments with acquiring and developing recreation lands and rehabilitating outdoor recreation facilities
- Approximately \$9 million will be available for grant awards during this funding cycle
- Requires 50% match for requested funding

Proposal – Ridgeview Park Upgrades

- Ridgeview Park is a 20-acre passive park that includes a playground, picnic area, and outdoor fitness/exercise equipment
 - Recreation and Parks Master Plan rated the park as “Fair”
- Proposed improvements include:
 - Removal of outdated Outdoor Fitness Equipment;
 - Installation of new Outdoor Fitness Equipment and safety surfacing;
 - Minor grading and construction of a concrete path to the new Outdoor Fitness area; and
 - General landscaping and park beautification
- Estimated total project cost: \$250,000





SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: September 10, 2020 Submission for the October 20, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve a Contract with Chappell Construction Group for Hammond Park Erosion Control and Site Improvements

Recommendation:

Staff recommends that the Mayor and City Council approve contract award to Chappell Construction Group for the Project based on staff evaluation of the bids received.

Background:

The City's Invitation to Bid 21-007 was issued September 4 with a pre-bid conference on September 9. Bids were received September 28th, 2020.

The purpose of the solicitation was to identify a qualified contractor to repair and improve stormwater and erosion problems identified in an Action Plan Report while enhancing the park experience through better stormwater control, green infrastructure, improved trails and pedestrian access, all in an effort to stabilize and enhance Hammond Park ("Project").

Improvements proposed to be included in the Project are:

1. Install retaining walls and stairs
2. Install storm drainage manholes, storm utility piping, and various erosion control measures
3. Replace sidewalk and stairs
4. Construct and install foot bridges
5. Install grass sod, shrubs, trees and grasses

The following bids were received:

Chappell Construction Group: \$739,000.00

Triscapes Inc.: \$898,156.78

Multiplex LLC: \$3,295,919.00

Discussion:

Upon administrative review of the bids and reference checks, staff recommends award to the lowest, responsible bidder, Chappell Construction Group.

Financial Impact:

There are adequate budgeted funds available for this Project P0007.

Alternatives:

The City may choose to:

1. Construct the Project as currently quoted
2. Not fund the Project at this time

Attachments:

1. 2020.10.15.HAMMONDPARK_IMPROVEMENTS
2. Resolution Hammond Park

HAMMOND PARK STORMWATER & SITE IMPROVEMENTS PROJECT ELEMENTS

PROJECT GOALS

The Hammond Park Stormwater & Site Improvement Project's intent is to (1) minimize the amount of erosion, standing water, and flooding during heavy rains, by mitigating the flow of runoff with green infrastructure, including bioswales and plant stabilization, grading, and retaining walls. Improved and enlarged stormwater pipes receive these flows. (2) Enhance the circulation network for pedestrians through stabilizing and formalizing walking surfaces, and engaging visitors with the green infrastructure feature. Access from Hammond Drive and the adjacent apartment complex is also included.

PROJECT ELEMENTS

GREEN INFRASTRUCTURE

- Bioswales
- Soil Stabilization Through Planting Native & Adapted Species

STORMWATER PIPES

- Improved & Increased Water Capacity

GRADING & RETAINING WALLS

- Stabilize and Improve Slopes

CIRCULATION

- Boardwalk, Concrete, and Slate Chip Walkways

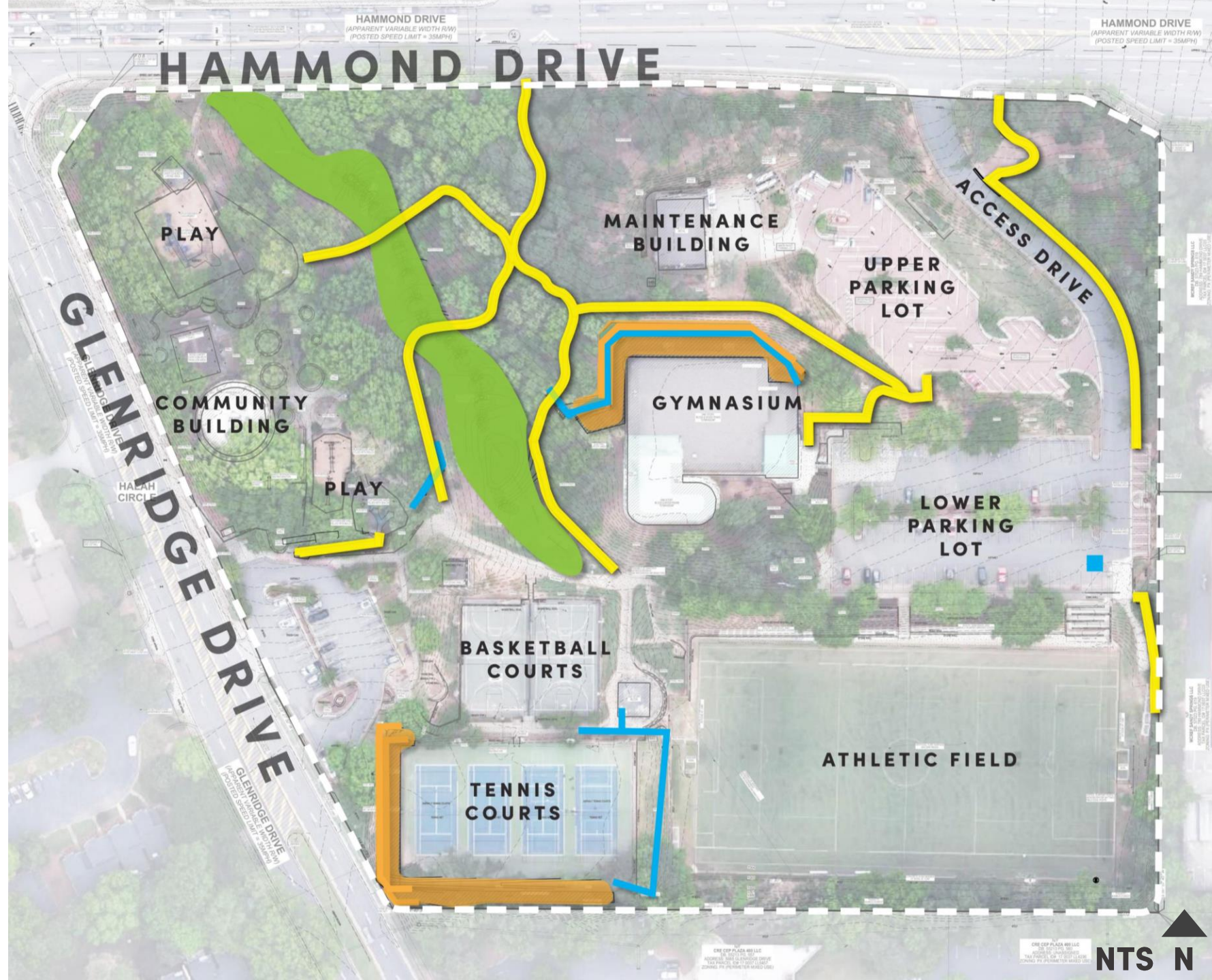
HAMMOND PARK STORMWATER & SITE IMPROVEMENTS

GREEN INFRASTRUCTURE

STORMWATER PIPES

GRADING & RETAINING WALLS

CIRCULATION



RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A CONTRACT WITH CHAPPELL CONSTRUCTION GROUP FOR
HAMMOND PARK EROSION CONTROL AND SITE IMPROVEMENTS AND TO APPROVE THE
CITY MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, City of Sandy Springs (“City”) staff identified the need at Hammond Park to better control erosion through various storm water facilities, retaining walls and added vegetation, to beautify Hammond Park with landscaping, and to make the Park more functional with pedestrian trails; and

WHEREAS, the Recreation and Parks Department, pursuant to guidance provided by the City Manager, issued its Invitation to Bid (“ITB”) on September 4, 2020, to identify and engage a qualified contractor to perform the services at Hammond Park described above (“Project”); and

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

WHEREAS, Chappell Construction Group was determined by an evaluation team utilizing criteria set forth in the ITB to be the lowest responsive, qualified bidder for the Project at a cost of \$739,000.00; and

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

WHEREAS, monies are available in the Capital Fund Account for the Project; and

WHEREAS, the City desires to award a contract to Chappell Construction Group in the amount of \$739,000.00 to perform the Project, as recommended;

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

1. That contract award for the Project be made to Chappell Construction Group, as recommended; and
2. That the City Manager is authorized to execute a contract in the amount of \$739,000.00 with the Chappell Construction Group for the Project.

RESOLVED this the ____ day of October, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk

(Seal)

STATE OF GEORGIA

COUNTY OF FULTON

**A RESOLUTION RE-APPOINTING A MEMBER TO THE SANDY SPRINGS
DEVELOPMENT AUTHORITY**

BE IT RESOLVED by the City Council of the City of Sandy Springs, GA while in regular session on October 20, 2020, at 6:00 p.m. as follows:

SECTION 1. That Chip Collins be re-appointed to the Sandy Springs Development Authority a four (4) year term commencing _____, 2020 and ending on _____; and

SECTION 2. That should a Board member not fulfill the completion of the term referenced herein, that the member appointed to replace said member shall serve the remainder of the term; and

SECTION 3. That this Resolution shall become effective upon its adoption.

RESOLVED this the 20th day of October, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk

(Seal)



SANDY SPRINGS™
GEORGIA

FINANCIAL HIGHLIGHTS FY 2021
AUGUST 31, 2020

UNAUDITED



**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 02, AUGUST FY 2021**

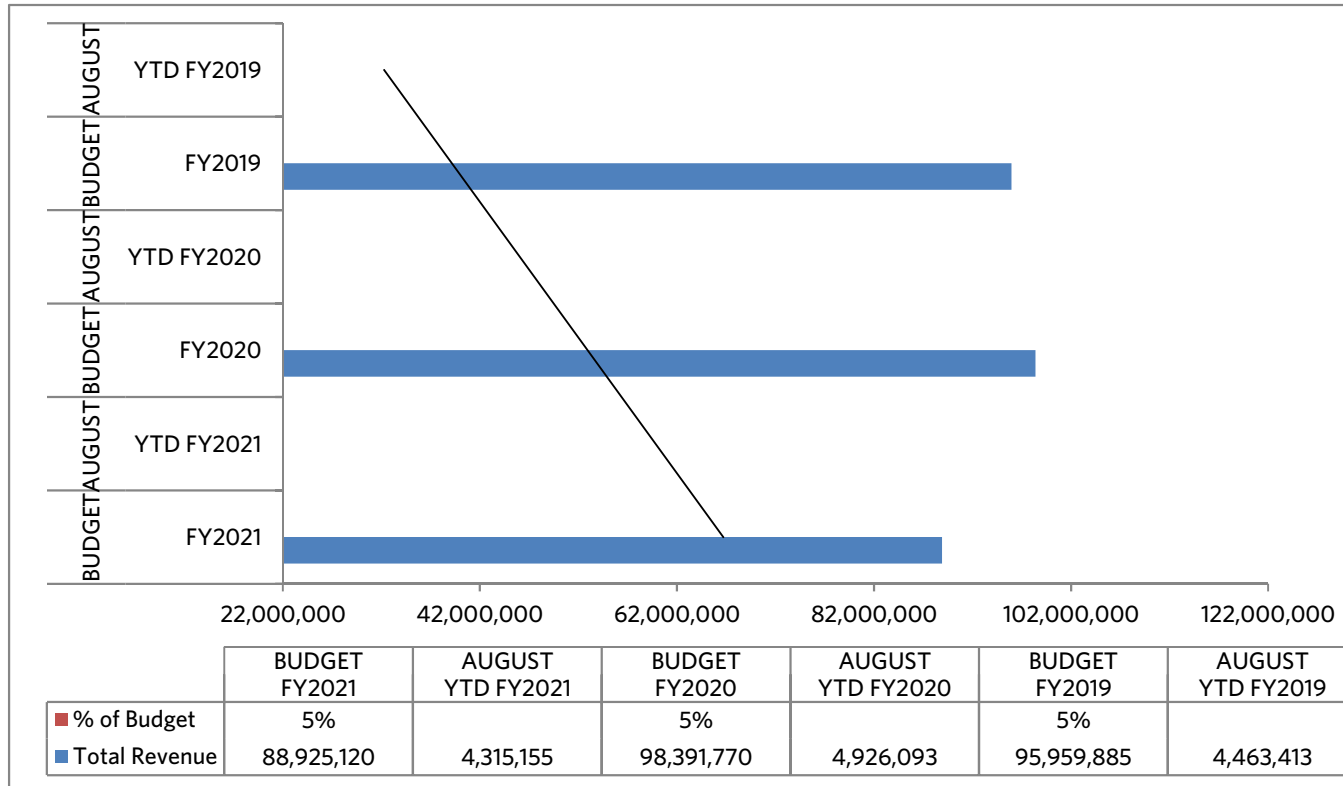
GL ACCOUNT		DESCRIPTION	BUDGET FY2021	AUGUST YTD FY2021	BUDGET FY2020	AUGUST YTD FY2020	BUDGET FY2019	AUGUST YTD FY2019
Revenues								
10020	351170	MUNICIPAL COURT	1,900,000	412,164		400,040		404,139
10050	347500	RECREATION PRG FEES-GYMNASTICS	63,000	0		7,411		103,627
10050	347501	RECREATION PRG FEES-ATHL LEIS	120,400	2,257		17,320		26,359
10050	347900	SSTC CONTRACT	84,000	10,000		20,000		20,000
10050	347910	FACILITY RENTALS	75,600	12,970		24,893		23,227
10090	311315	MOTOR VEHICLE TAVT FEE	1,000,000	0		209,588		0
10090	313100	LOCAL OPTION SALES TAX	20,000,000	2,112,938		2,271,667		2,199,602
10090	314200	ALCOHOLIC BEVERAGE EXCISE	521,000	98,333		90,261		88,271
10090	314300	EXCISE MIXED DRINK TAX	305,000	29,452		34,223		36,278
10090	316100	BUSINESS & OCCUPATION TAX	7,250,000	611,468		353,715		309,812
10090	321100	ALCOHOLIC BEVERAGE LIC	824,000	9,030		11,325		23,250
10090	361000	INTEREST REVENUE	250,000	26,515		263,730		247,983
10090	391275	TRANSFER IN FROM HOTEL MOTEL	1,731,000	139,809		364,297		309,079
10090	391280	TRANSFER IN FROM MVRET FUND	60,000	0		9,604		9,249
TOTAL REVENUES			\$34,184,000	\$3,464,936		\$4,078,074		\$3,800,876
			88,925,120	4,315,155 5%	98,391,770	4,926,093 5%	95,959,885	4,463,413 5%

COVID REVIEW - EMERGENCY MGMT EXPENDITURES

GL ACCOUNT		DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
Expenditures						
1003810	521200	PROFESSIONAL SERVICES	10,460	18,074	30,000	60.25%
1003810	523900	CONTRACTUAL SERVICES	115	16,687	20,000	83.43%
1003810	531100	GENERAL SUPPLIES & MATLS	19,954	35,410	110,000	32.19%
1003810	542100	MACHINERY & EQUIPMENT	0	0	40,000	0.00%
TOTAL EXPENDITURES			\$30,529	\$70,171	\$200,000	35.09%



**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 02, AUGUST FY 2021**



**NOTES TO THE FINANCIAL STATEMENTS
AUGUST 31, 2020**

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year approximate 4.85% compared to the Adopted Budget. We are at 16.67% 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 21.77% compared to the Adopted Budget. We are at 16.67% 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	\$95,936	\$36,000,000	0.27%	
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	\$0	\$1,000,000	0.00%	
Local Option Sales Tax	\$2,112,938	\$20,000,000	10.56%	
Business Occupational Tax	\$611,468	\$7,250,000	8.43%	
Insurance Premium Tax	\$0	\$6,250,000	0.00%	Payment normally received October of each year
Building Permits	\$177,070	\$1,500,000	11.80%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$299,028	\$610,200	49.00%	Includes all departments and is semi-annual



10/9/2020

**CASH AND INVESTMENTS
THROUGH PERIOD 02, AUGUST FY 2021**

UNAUDITED**SUNTRUST**

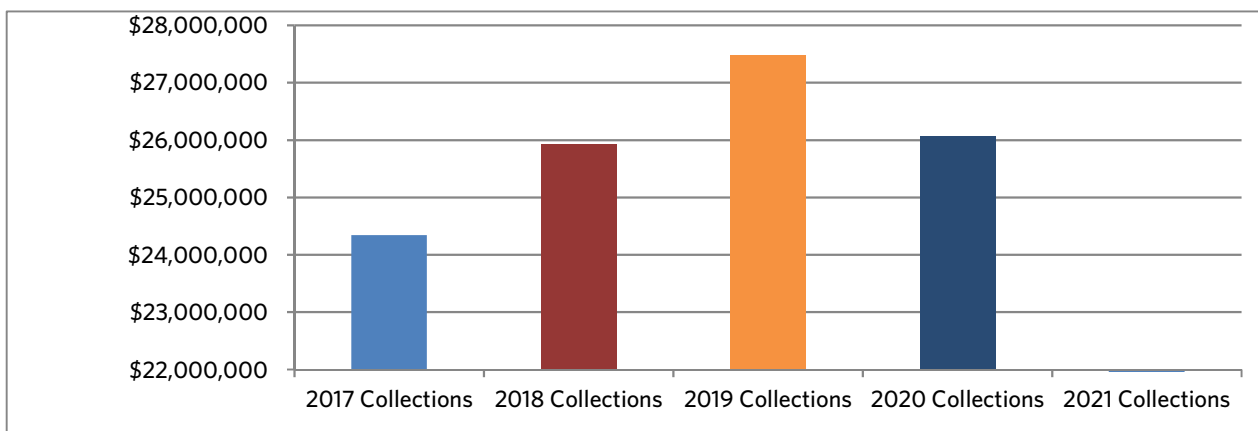
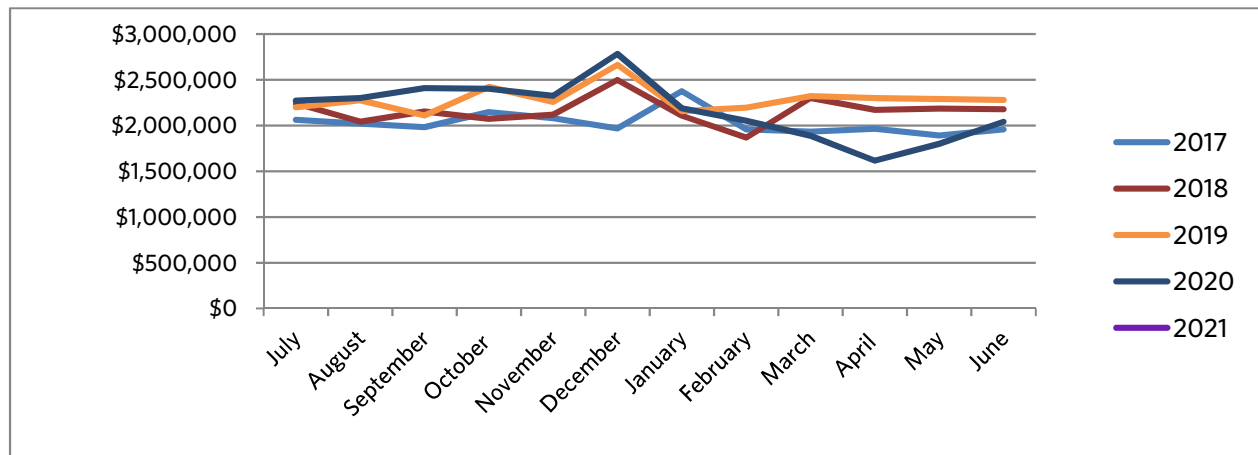
OPERATING ACCOUNT	\$11,320,007
COMMUNITY DEVELOPMENT ESCROW	\$4,606,369
POLICE - CUSTODIAL ESCROW	\$16,962
POLICE - FEDERAL FORFEITURE	\$76,752
POLICE - STATE SEIZED RESTRICTED	\$220,860
POLICE - STATE SEIZED UNRESTRICTED	\$333,284
POLICE - FEDERAL SEIZED TREASURY FUND	\$68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	\$58,405
HOTEL / MOTEL TAX ACCOUNT	\$206,301
COURT SERVICES	\$781,186
IMPACT FEE ACCOUNT	\$4,789,423
TREE FUND ACCOUNT	\$926,663
HOSPITALITY BOARD	\$941,112
TSPLOST FUND	\$38,684,433
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	\$333,348
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	\$1,519,080
PAC OPERATING & EVENTS ACCOUNT	\$2,858,383
TOTAL SUNTRUST	\$67,741,132

GEORGIA FUND ONE	\$75,638,286
FIRST HORIZON	1,250,000
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$76,888,528

TOTAL CASH AND CASH EQUIVALENTS **\$144,629,659**

**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 02, AUGUST 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	\$2,112,938	-6.99%
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	\$2,112,938	-91.90%



GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	15,618	95,936	36,000,000	0.27 %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	-	-	1,000,000	- %
100-0000-90-311340	INTANGIBLES	111,599	111,599	425,000	26.26 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	30,407	30,407	200,000	15.20 %
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	-	-	1,700,000	- %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	-	-	275,000	- %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	-	-	425,000	- %
100-0000-90-313100	LOCAL OPTION SALES TAX	2,112,938	2,112,938	20,000,000	10.56 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	98,333	98,333	824,000	11.93 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	29,452	29,452	305,000	9.66 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	230,194	611,468	7,250,000	8.43 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	-	234,090	-	- %
100-0000-90-316200	INSURANCE PREMIUM TAX	-	-	6,250,000	- %
TOTAL TAXES		2,628,540	3,324,223	81,179,000	4.09 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	9,030	9,030	521,000	1.73 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	8,118	15,703	95,000	16.53 %
100-0000-60-322210	PLANNING/ZONING FEES	5,327	13,166	50,000	26.33 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	4,267	9,872	100,000	9.87 %
100-0000-60-323120	BUILDING PERMITS	97,320	177,070	1,500,000	11.80 %
100-0000-60-323130	PLUMBING PERMITS	1,012	2,195	10,000	21.95 %
100-0000-60-323140	ELECTRICAL PERMITS	735	1,246	10,000	12.46 %
100-0000-60-323160	HVAC PERMITS	3,281	5,655	30,000	18.85 %
100-0000-60-323920	BLDG REINSPECTION FEE	650	1,300	5,000	26.00 %
TOTAL LICENSES & PERMITS		129,739	235,236	2,321,000	10.14 %
100-0000-30-342900	FALSE ALARM FEES	4,919	4,919	100,000	4.92 %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	-	-	141,120	- %
100-0000-10-346900	SPECIAL EVENT FEES	405	2,542	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	-	-	63,000	- %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	642	2,257	120,400	1.87 %
100-0000-50-347900	SSTC CONTRACT	10,000	10,000	84,000	11.90 %
100-0000-50-347910	FACILITY RENTALS	9,205	12,970	75,600	17.16 %
TOTAL CHARGES & FEES		25,171	32,688	584,120	5.60 %
100-0000-20-351170	MUNICIPAL COURT	190,476	412,164	1,900,000	21.69 %
TOTAL FINES & FORFEITURES		190,476	412,164	1,900,000	21.69 %
100-0000-90-361000	INTEREST REVENUE	10,431	26,515	250,000	10.61 %
TOTAL INVESTMENT INCOME		10,431	26,515	250,000	10.61 %
100-0000-40-381000	RENTAL REVENUE	7,000	43,697	-	- %
100-0000-90-381100	ROYALTIES-GAS SOUTH	-	-	125,000	- %
100-0000-90-389000	DONATIONS	5,555	10,164	50,000	20.33 %
100-0000-90-389000	MISCELLANEOUS REVENUE	10,543	26,916	50,000	53.83 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	3,625	6,730	50,000	13.46 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	-	40,450	15,000	269.67 %
TOTAL MISCELLANEOUS		26,722	127,957	290,000	44.12 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021**

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391225	TRANSFER IN FROM IMPACT FEE	-	399	-	- %
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	139,809	139,809	1,731,000	8.08 %
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	1	16,165	10,000	161.65 %
TOTAL OTHER FINANCING SOURCE		139,810	156,373	2,401,000	6.51 %
TOTAL REVENUES		\$3,150,891	\$4,315,155	\$88,925,120	4.85 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	12,333	12,333	148,000	8.33 %
100-1310-10-512200	SOCIAL SECURITY	765	765	9,200	8.31 %
100-1310-10-512300	MEDICARE	179	179	2,200	8.13 %
100-1310-10-512600	UNEMPLOYMENT TAX	-	-	700	- %
100-1310-10-512700	WORKERS' COMPENSATION	26	103	300	34.39 %
Salaries & Benefits		13,303	13,380	160,400	8.34 %
100-1310-10-523200	COMMUNICATIONS	346	692	4,400	15.73 %
100-1310-10-523500	TRAVEL	-	-	10,000	- %
100-1310-10-523600	DUES & FEES	-	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		346	7,616	66,000	11.54 %
TOTAL CITY COUNCIL		13,649	20,996	226,400	9.27 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	64,304	113,735	698,880	16.27 %
100-1320-10-512101	HEALTH INSURANCE	5,332	11,479	51,300	22.38 %
100-1320-10-512102	DISABILITY INSURANCE	202	414	2,700	15.34 %
100-1320-10-512103	DENTAL INSURANCE	260	552	2,500	22.08 %
100-1320-10-512104	LIFE INSURANCE	398	818	5,400	15.14 %
100-1320-10-512200	SOCIAL SECURITY	3,371	6,406	43,368	14.77 %
100-1320-10-512300	MEDICARE	917	1,627	10,155	16.02 %
100-1320-10-512401	RETIREMENT 401A	4,423	8,486	99,790	8.50 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	5,545	10,930	33,829	32.31 %
100-1320-10-512600	UNEMPLOYMENT TAX	-	-	3,333	- %
100-1320-10-512700	WORKERS' COMPENSATION	113	446	1,373	32.51 %
Salaries & Benefits		84,866	154,894	952,628	16.26 %
100-1320-10-523200	COMMUNICATIONS	491	786	3,600	21.82 %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	36	36	3,700	0.97 %
100-1320-10-523600	DUES & FEES	337	376	5,000	7.52 %
100-1320-10-523700	EDUCATION/TRAINING	-	199	4,495	4.43 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	-	62	3,500	1.77 %
100-1320-10-531300	HOSPITALITY	239	239	5,000	4.77 %
100-1320-10-531600	SMALL TOOLS & EQUIPMENT	-	-	2,500	- %
Operations & Capital		1,103	1,697	28,295	6.00 %
TOTAL CITY MANAGER		85,969	156,591	980,923	15.96 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	17,199	30,944	226,700	13.65 %
100-1330-10-512101	HEALTH INSURANCE	1,345	2,690	31,400	8.57 %
100-1330-10-512102	DISABILITY INSURANCE	37	73	1,400	5.24 %
100-1330-10-512103	DENTAL INSURANCE	60	121	1,700	7.10 %
100-1330-10-512104	LIFE INSURANCE	71	142	2,100	6.75 %
100-1330-10-512200	SOCIAL SECURITY	1,018	1,831	14,100	12.98 %
100-1330-10-512300	MEDICARE	238	428	3,300	12.98 %
100-1330-10-512401	RETIREMENT 401A	2,062	3,711	27,200	13.64 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	859	1,718	11,300	15.21 %
100-1330-10-512600	UNEMPLOYMENT TAX	-	-	1,100	- %
100-1330-10-512700	WORKERS' COMPENSATION	79	309	500	61.70 %
Salaries & Benefits		22,966	41,967	320,800	13.08 %
100-1330-10-521300	TECHNICAL SERVICES	-	29,472	59,500	49.53 %
100-1330-10-522230	REP & MAINT-VEHICLES	-	-	2,500	- %
100-1330-10-523200	COMMUNICATIONS	84	167	1,500	11.15 %
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	3,500	41.84 %
100-1330-10-523700	EDUCATION/TRAINING	100	775	2,000	38.75 %
100-1330-10-523900	CONTRACTUAL SERVICES	115	180	20,000	0.90 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	-	-	1,500	- %
100-1330-10-531270	GASOLINE	-	-	500	- %
100-1330-10-531300	HOSPITALITY	106	106	500	21.30 %
100-1330-10-531600	SMALL TOOLS & EQUIPMENT	-	-	4,000	- %
Operations & Capital		406	32,164	109,500	29.37 %
TOTAL CITY CLERK		23,372	74,131	430,300	17.23 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	79,549	143,205	1,418,000	10.10 %
100-1500-10-512101	HEALTH INSURANCE	10,663	21,395	184,800	11.58 %
100-1500-10-512102	DISABILITY INSURANCE	325	684	5,400	12.66 %
100-1500-10-512103	DENTAL INSURANCE	448	982	10,100	9.72 %
100-1500-10-512104	LIFE INSURANCE	731	1,536	11,500	13.36 %
100-1500-10-512200	SOCIAL SECURITY	4,729	8,533	87,900	9.71 %
100-1500-10-512300	MEDICARE	1,106	1,996	20,600	9.69 %
100-1500-10-512401	RETIREMENT 401A	9,538	17,122	170,200	10.06 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	3,219	6,583	70,900	9.28 %
100-1500-10-512600	UNEMPLOYMENT TAX	-	1	7,100	0.02 %
100-1500-10-512700	WORKERS' COMPENSATION	829	3,260	2,800	116.42 %
Salaries & Benefits		111,138	205,296	1,989,300	10.32 %
100-1500-10-521200	PROFESSIONAL SERVICES	-	-	10,000	- %
100-1500-10-521210	PROF SVCS-AUDIT	-	-	100,000	- %
100-1500-10-521300	TECHNICAL SERVICES	13,600	14,462	160,000	9.04 %
100-1500-10-523200	COMMUNICATIONS	296	524	2,000	26.20 %
100-1500-10-523300	ADVERTISING	1,400	1,400	10,000	14.00 %
100-1500-10-523400	PRINTING & BINDING	-	-	2,000	- %
100-1500-10-523500	TRAVEL	-	-	2,000	- %
100-1500-10-523600	DUES & FEES	25	25	5,000	0.50 %
100-1500-10-523700	EDUCATION/TRAINING	-	240	10,000	2.40 %
100-1500-10-523900	CONTRACTUAL SERVICES	834	1,611	11,000	14.65 %
100-1500-10-523950	MERCHANT SVCS CHARGES	6	6	1,000	0.60 %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	-	137	5,000	2.74 %
100-1500-10-531300	HOSPITALITY	-	49	500	9.73 %
100-1500-10-531750	UNIFORMS	-	-	500	- %
100-1500-10-542400	COMPUTER EQUIPMENT	2,406	2,406	10,000	24.06 %
Operations & Capital		18,567	20,860	329,000	6.34 %
TOTAL FINANCE		129,705	226,156	2,318,300	9.76 %



GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-521250	PROF SVCS-LEGAL	14,002	80,578	450,000	17.91 %
100-1530-10-521255	PROF SVCS-LITIGATION	39,080	50,535	450,000	11.23 %
Operations & Capital		53,083	131,113	900,000	14.57 %
	TOTAL LEGAL SERVICES	53,083	131,113	900,000	14.57 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	81,381	146,502	1,233,800	11.87 %
100-1535-10-512101	HEALTH INSURANCE	11,920	23,841	169,400	14.07 %
100-1535-10-512102	DISABILITY INSURANCE	307	615	4,200	14.64 %
100-1535-10-512103	DENTAL INSURANCE	623	1,246	8,800	14.15 %
100-1535-10-512104	LIFE INSURANCE	691	1,381	9,600	14.39 %
100-1535-10-512200	SOCIAL SECURITY	4,789	8,622	76,500	11.27 %
100-1535-10-512300	MEDICARE	1,120	2,240	17,900	12.52 %
100-1535-10-512401	401A RETIREMENT	9,696	17,459	148,100	11.79 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	4,040	8,085	61,700	13.10 %
100-1535-10-512600	UNEMPLOYMENT TAX	-	-	6,200	- %
100-1535-10-512700	WORKERS' COMPENSATION	680	2,676	2,500	107.06 %
Salaries & Benefits		115,247	212,667	1,738,700	12.23 %
100-1535-10-521300	TECHNICAL SERVICES	527	1,142	466,000	0.25 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	32,790	32,790	124,000	26.44 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	14,712	14,712	100,000	14.71 %
100-1535-10-523200	COMMUNICATIONS	1,256	2,223	9,000	24.70 %
100-1535-10-523500	TRAVEL	-	-	500	- %
100-1535-10-523600	DUES & FEES	506	906	6,000	15.10 %
100-1535-10-523700	EDUCATION/TRAINING	-	665	1,000	66.50 %
100-1535-10-523900	CONTRACTUAL SERVICES	-	-	5,000	- %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	2,234	3,825	5,500	69.55 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	22	22	10,000	0.22 %
100-1535-10-542400	COMPUTER EQUIPMENT	13,074	13,074	100,000	13.07 %
Operations & Capital		65,120	69,359	827,000	8.39 %
TOTAL INFORMATION SERVICES		180,367	282,026	2,565,700	10.99 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	23,014	43,070	275,900	15.61 %
100-1540-10-512101	HEALTH INSURANCE	3,369	6,738	29,900	22.53 %
100-1540-10-512102	DISABILITY INSURANCE	95	191	1,400	13.63 %
100-1540-10-512103	DENTAL INSURANCE	102	204	1,000	20.37 %
100-1540-10-512104	LIFE INSURANCE	214	429	3,000	14.29 %
100-1540-10-512200	SOCIAL SECURITY	1,370	2,557	17,100	14.95 %
100-1540-10-512300	MEDICARE	320	598	4,000	14.95 %
100-1540-10-512401	401A RETIREMENT	1,603	3,083	33,100	9.32 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	430	962	13,800	6.97 %
100-1540-10-512600	UNEMPLOYMENT TAX	-	-	1,400	- %
100-1540-10-512700	WORKERS' COMPENSATION	61	240	600	40.01 %
Salaries & Benefits		30,579	58,071	381,200	15.23 %
100-1540-10-521200	PROFESSIONAL SERVICES	12,207	23,272	193,500	12.03 %
100-1540-10-523200	COMMUNICATIONS	221	438	1,500	29.22 %
100-1540-10-523500	TRAVEL	1,882	1,882	1,000	188.20 %
100-1540-10-523600	DUES & FEES	-	355	1,000	35.50 %
100-1540-10-523700	EDUCATION/TRAINING	-	860	2,000	43.00 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	-	-	2,000	- %
Operations & Capital		14,310	26,807	201,000	13.34 %
TOTAL HUMAN RESOURCES		44,889	84,879	582,200	14.58 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	48,356	87,036	801,300	10.86 %
100-1565-10-512101	HEALTH INSURANCE	7,094	12,822	81,700	15.69 %
100-1565-10-512102	DISABILITY INSURANCE	155	345	3,400	10.15 %
100-1565-10-512103	DENTAL INSURANCE	492	918	4,700	19.52 %
100-1565-10-512104	LIFE INSURANCE	349	776	6,900	11.24 %
100-1565-10-512200	SOCIAL SECURITY	2,920	5,258	49,700	10.58 %
100-1565-10-512300	MEDICARE	683	1,006	11,600	8.67 %
100-1565-10-512401	401A RETIREMENT	5,378	9,680	96,200	10.06 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	1,993	3,986	40,100	9.94 %
100-1565-10-512600	UNEMPLOYMENT TAX	13	23	4,000	0.57 %
100-1565-10-512700	WORKERS' COMPENSATION	2,085	8,201	1,600	512.57 %
Salaries & Benefits		69,517	130,051	1,101,200	11.81 %
100-1565-10-521200	PROFESSIONAL SERVICES	29,116	29,116	316,000	9.21 %
100-1565-10-521300	TECHNICAL SERVICES	46,626	46,736	59,200	78.95 %
100-1565-10-522100	CLEANING SERVICES	-	360	213,800	0.17 %
100-1565-10-522110	GARBAGE DISPOSAL	3,755	3,865	75,000	5.15 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	20,010	22,186	301,000	7.37 %
100-1565-10-522220	REP & MAINT-BUILDINGS	42,724	61,391	691,000	8.88 %
100-1565-10-522310	BUILDING OPERATING LEASE	25,906	51,812	325,000	15.94 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	1,940	3,909	34,000	11.50 %
100-1565-10-523200	COMMUNICATIONS	594	1,247	4,000	31.17 %
100-1565-10-523250	POSTAGE	2,293	3,877	49,000	7.91 %
100-1565-10-523700	EDUCATION/TRAINING	-	-	5,000	- %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	2,702	5,003	150,000	3.34 %
100-1565-10-531210	WATER	28,869	28,869	141,200	20.45 %
100-1565-10-531220	NATURAL GAS	4,732	4,732	61,400	7.71 %
100-1565-10-531230	ELECTRICITY	43,090	43,090	526,800	8.18 %
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		252,358	306,193	2,975,400	10.29 %
TOTAL FACILITIES MANAGEMENT		321,875	436,244	4,076,600	10.70 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	42,460	76,735	565,000	13.58 %
100-1570-10-512101	HEALTH INSURANCE	3,817	7,634	69,600	10.97 %
100-1570-10-512102	DISABILITY INSURANCE	183	367	2,400	15.28 %
100-1570-10-512103	DENTAL INSURANCE	314	628	4,100	15.33 %
100-1570-10-512104	LIFE INSURANCE	412	823	5,400	15.25 %
100-1570-10-512200	SOCIAL SECURITY	2,534	4,580	35,000	13.08 %
100-1570-10-512300	MEDICARE	593	1,071	8,200	13.06 %
100-1570-10-512401	401A RETIREMENT	5,095	9,208	67,800	13.58 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	1,902	3,823	28,300	13.51 %
100-1570-10-512600	UNEMPLOYMENT TAX	-	-	2,800	- %
100-1570-10-512700	WORKERS' COMPENSATION	366	1,441	1,100	131.04 %
Salaries & Benefits		57,675	106,310	789,700	13.46 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	47,165	47,165	566,000	8.33 %
100-1570-10-522230	REP & MAINT-VEHICLES	-	-	500	- %
100-1570-10-523200	COMMUNICATIONS	410	838	3,700	22.65 %
100-1570-10-523300	ADVERTISING	1,466	1,514	19,000	7.97 %
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	390	14,017	15,500	90.43 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	24,245	24,470	199,000	12.30 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	-	-	10,000	- %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	-	-	5,000	- %
Operations & Capital		73,676	88,004	836,450	10.52 %
TOTAL COMMUNICATIONS		131,351	194,315	1,626,150	11.95 %

GL ACCOUNT	DESCRIPTION	AUGUST 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	1,563	25,563	350,000	7.30 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	35,625	46,250	462,500	10.00 %
100-1595-10-523100	PROPERTY & LIABILITY INS	486,559	486,559	1,350,000	36.04 %
100-1595-10-523200	COMMUNICATIONS	11,522	11,860	100,000	11.86 %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	1,000	1,000	100,000	1.00 %
100-1595-10-579000	CONTINGENCIES	-	-	300,000	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	-	-	140,000	- %
Operations & Capital		536,269	571,232	2,802,500	20.38 %
TOTAL GENERAL ADMINISTRATION		536,269	571,232	2,851,000	20.04 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	35,406	64,531	507,800	12.71 %
100-2650-20-512101	HEALTH INSURANCE	5,557	11,588	88,500	13.09 %
100-2650-20-512102	DISABILITY INSURANCE	146	293	2,200	13.32 %
100-2650-20-512103	DENTAL INSURANCE	296	617	4,700	13.13 %
100-2650-20-512104	LIFE INSURANCE	330	659	4,700	14.03 %
100-2650-20-512200	SOCIAL SECURITY	2,123	3,869	31,500	12.28 %
100-2650-20-512300	MEDICARE	497	905	7,400	12.23 %
100-2650-20-512401	RETIREMENT 401A	4,243	7,726	60,900	12.69 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	1,251	2,559	25,400	10.07 %
100-2650-20-512600	UNEMPLOYMENT TAX	-	-	2,500	- %
100-2650-20-512700	WORKERS' COMPENSATION	1,178	4,633	1,000	463.28 %
Salaries & Benefits		51,027	97,380	736,600	13.22 %
100-2650-20-521260	PROF SVCS-COURT	42,896	68,229	547,900	12.45 %
100-2650-20-521300	TECHNICAL SERVICES	823	838	90,000	0.93 %
100-2650-20-523200	COMMUNICATIONS	351	675	1,500	45.02 %
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	78	78	6,000	1.31 %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	390	935	1,500	62.31 %
100-2650-20-531300	HOSPITALITY	-	-	3,000	- %
Operations & Capital		44,538	70,756	655,400	10.80 %
TOTAL MUNICIPAL COURT		95,564	168,136	1,392,000	12.08 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	818,793	1,478,205	10,955,900	13.49 %
100-3210-30-511110	BONUSES	-	1,500	-	- %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	27,449	46,807	383,000	12.22 %
100-3210-30-511300	OVERTIME	63,212	110,897	800,000	13.86 %
100-3210-30-512101	HEALTH INSURANCE	127,290	250,573	1,736,800	14.43 %
100-3210-30-512102	DISABILITY INSURANCE	3,092	6,203	42,200	14.70 %
100-3210-30-512103	DENTAL INSURANCE	6,730	13,243	94,500	14.01 %
100-3210-30-512104	LIFE INSURANCE	6,948	13,942	85,100	16.38 %
100-3210-30-512200	SOCIAL SECURITY	54,293	97,754	752,700	12.99 %
100-3210-30-512300	MEDICARE	12,697	22,862	176,000	12.99 %
100-3210-30-512401	RETIREMENT 401A	95,198	170,571	1,314,700	12.97 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	38,507	77,432	547,800	14.14 %
100-3210-30-512500	TUITION REIMBURSEMENT	7,764	7,764	25,000	31.06 %
100-3210-30-512600	UNEMPLOYMENT TAX	50	84	30,700	0.27 %
100-3210-30-512700	WORKERS' COMPENSATION	37,119	145,960	417,400	34.97 %
Salaries & Benefits		1,299,142	2,443,796	17,361,800	14.08 %
100-3210-30-521200	PROFESSIONAL SERVICES	3,470	6,003	175,000	3.43 %
100-3210-30-521270	JAIL SERVICES	-	-	375,000	- %
100-3210-30-521275	INMATE MEDICAL SERVICES	-	-	100,000	- %
100-3210-30-521300	TECHNICAL SERVICES	96,002	258,494	1,000,000	25.85 %
100-3210-30-522100	CLEANING SERVICES	-	-	84,100	- %
100-3210-30-522110	GARBAGE DISPOSAL	32	212	2,000	10.59 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	(220)	40	40,000	0.10 %
100-3210-30-522220	REP & MAINT-BUILDINGS	125	558	17,500	3.19 %
100-3210-30-522230	REP & MAINT-VEHICLES	40,346	79,084	350,000	22.60 %
100-3210-30-522310	BUILDING OPERATING LEASE	57,276	114,201	679,000	16.82 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	648	648	2,000	32.41 %
100-3210-30-523200	COMMUNICATIONS	13,633	34,207	180,000	19.00 %
100-3210-30-523250	POSTAGE	169	288	3,000	9.60 %
100-3210-30-523300	ADVERTISING	884	884	14,000	6.32 %
100-3210-30-523400	PRINTING & BINDING	214	267	7,000	3.81 %
100-3210-30-523500	TRAVEL	4,100	7,720	50,000	15.44 %
100-3210-30-523600	DUES & FEES	834	2,069	14,000	14.78 %
100-3210-30-523700	EDUCATION/TRAINING	8,124	12,765	60,000	21.28 %
100-3210-30-523900	CONTRACTUAL SERVICES	4,492	7,542	90,000	8.38 %
100-3210-30-523950	MERCHANT SVCS CHARGES	15	15	1,000	1.49 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	4,216	7,066	55,000	12.85 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	129	129	2,000	6.46 %
100-3210-30-531220	NATURAL GAS	922	922	17,000	5.42 %
100-3210-30-531230	ELECTRICITY	6,412	6,430	55,000	11.69 %
100-3210-30-531270	GASOLINE	31,956	31,956	475,000	6.73 %
100-3210-30-531300	HOSPITALITY	1,161	2,182	17,500	12.47 %
100-3210-30-531600	POLICE EQUIPMENT	20,527	30,132	175,000	17.22 %
100-3210-30-531750	UNIFORMS	9,461	16,343	166,000	9.85 %
100-3210-30-541200	SITE IMPROVEMENTS	4,766	4,766	50,000	9.53 %
100-3210-30-542200	VEHICLES	34,248	34,273	506,000	6.77 %
100-3210-30-542400	COMPUTER EQUIPMENT	5,895	5,895	-	- %
100-3210-30-579000	CONTINGENCIES	-	-	100,000	- %
Operations & Capital		349,835	665,092	4,867,100	13.67 %
TOTAL POLICE		1,648,977	3,108,888	22,228,900	13.99 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	560,762	1,015,636	7,322,700	13.87 %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	11,287	18,048	194,500	9.28 %
100-3510-30-511300	OVERTIME	37,672	62,622	400,000	15.66 %
100-3510-30-512101	HEALTH INSURANCE	106,233	212,557	1,620,000	13.12 %
100-3510-30-512102	DISABILITY INSURANCE	5,310	76,130	122,600	62.10 %
100-3510-30-512103	DENTAL INSURANCE	5,175	10,366	70,200	14.77 %
100-3510-30-512104	LIFE INSURANCE	4,464	9,064	55,400	16.36 %
100-3510-30-512200	SOCIAL SECURITY	35,671	64,376	490,900	13.11 %
100-3510-30-512300	MEDICARE	8,342	15,056	114,800	13.11 %
100-3510-30-512401	RETIREMENT 401A	65,628	117,299	878,700	13.35 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	26,769	53,496	366,100	14.61 %
100-3510-30-512500	TUITION REIMBURSEMENT	21,187	21,187	65,700	32.25 %
100-3510-30-512600	UNEMPLOYMENT TAX	22	25	31,700	0.08 %
100-3510-30-512700	WORKERS' COMPENSATION	14,868	53,870	154,900	34.78 %
Salaries & Benefits		903,390	1,729,730	11,888,200	14.55 %
100-3510-30-521200	PROFESSIONAL SERVICES	475	475	7,500	6.33 %
100-3510-30-521300	TECHNICAL SERVICES	10,070	52,757	87,100	60.57 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	1,934	3,393	57,000	5.95 %
100-3510-30-522220	REP & MAINT-BUILDINGS	1,830	4,532	70,000	6.47 %
100-3510-30-522230	REP & MAINT-VEHICLES	16,118	26,406	266,000	9.93 %
100-3510-30-523200	COMMUNICATIONS	3,169	8,188	48,000	17.06 %
100-3510-30-523400	PRINTING & BINDING	91	91	1,000	9.06 %
100-3510-30-523500	TRAVEL	(217)	1,291	10,000	12.91 %
100-3510-30-523600	DUES & FEES	165	165	15,000	1.10 %
100-3510-30-523700	EDUCATION/TRAINING	1,248	1,248	32,000	3.90 %
100-3510-30-523900	CONTRACTUAL SERVICES	10,313	10,313	139,100	7.41 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	3,163	8,650	63,300	13.67 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	1,732	10,394	102,500	10.14 %
100-3510-30-531210	WATER	1,107	1,107	25,000	4.43 %
100-3510-30-531220	NATURAL GAS	1,325	1,325	25,000	5.30 %
100-3510-30-531230	ELECTRICITY	5,953	5,953	52,000	11.45 %
100-3510-30-531270	GASOLINE	6,955	8,733	150,000	5.82 %
100-3510-30-531300	HOSPITALITY	575	925	4,100	22.57 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	1,195	1,355	50,000	2.71 %
100-3510-30-531750	UNIFORMS	4,176	18,606	101,300	18.37 %
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		71,376	165,907	2,667,700	6.22 %
TOTAL FIRE		974,767	1,895,637	14,555,900	13.02 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	6,420	11,556	84,700	13.64 %
100-3810-30-512101	HEALTH INSURANCE	58	115	9,000	1.28 %
100-3810-30-512102	DISABILITY INSURANCE	17	34	600	5.71 %
100-3810-30-512103	DENTAL INSURANCE	-	-	500	- %
100-3810-30-512104	LIFE INSURANCE	38	77	1,100	6.99 %
100-3810-30-512200	SOCIAL SECURITY	392	706	5,200	13.58 %
100-3810-30-512300	MEDICARE	92	165	1,200	13.76 %
100-3810-30-512401	401A RETIREMENT	770	1,387	10,100	13.73 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	321	642	4,200	15.28 %
100-3810-30-512600	UNEMPLOYMENT TAX	-	-	400	- %
100-3810-30-512700	WORKERS' COMPENSATION	26	26	200	13.09 %
Salaries & Benefits		8,135	14,708	117,200	12.55 %
100-3810-30-521200	PROFESSIONAL SERVICES	65,000	65,000	260,000	25.00 %
100-3810-30-521200 COV19	PROFESSIONAL SERVICES	10,460	18,074	-	- %
100-3810-30-521300	TECHNICAL SERVICES	-	-	7,000	- %
100-3810-30-522210	REP & MAINT-EQUIPMENT	-	-	5,000	- %
100-3810-30-523200	COMMUNICATIONS	-	173	2,000	8.67 %
100-3810-30-523900 COV19	CONTRACTUAL SERVICES	115	16,687	-	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	-	-	30,000	- %
100-3810-30-531100 COV19	GENERAL SUPPLIES & MATLS	19,954	35,410	-	- %
100-3810-30-531102	EMERGENCY EVENT RESPONSE	-	-	100,000	- %
100-3810-30-542100	MACHINERY & EQUIPMENT	-	-	10,000	- %
100-3810-30-572000	PAYMENTS TO OTHER AGENCIES	-	210,709	775,000	27.19 %
100-3810-30-579000	CONTINGENCY	-	-	25,000	- %
Operations & Capital		95,529	346,054	1,214,000	28.51 %
TOTAL EMERGENCY MANAGEMENT		103,663	360,762	1,331,200	27.10 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	187,142	337,617	2,633,720	12.82 %
100-4100-40-512101	HEALTH INSURANCE	28,131	57,791	385,200	15.00 %
100-4100-40-512102	DISABILITY INSURANCE	865	1,755	11,500	15.26 %
100-4100-40-512103	DENTAL INSURANCE	1,568	3,151	20,300	15.52 %
100-4100-40-512104	LIFE INSURANCE	1,907	3,871	25,000	15.48 %
100-4100-40-512200	SOCIAL SECURITY	11,124	20,081	163,332	12.29 %
100-4100-40-512300	MEDICARE	2,602	4,696	38,145	12.31 %
100-4100-40-512401	401A RETIREMENT	21,973	39,108	316,010	12.38 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	8,567	18,098	131,671	13.75 %
100-4100-40-512600	UNEMPLOYMENT TAX	-	-	13,167	- %
100-4100-40-512700	WORKERS' COMPENSATION	8,925	35,105	5,227	671.61 %
Salaries & Benefits		272,803	521,273	3,743,272	13.93 %
100-4100-40-521200	PROFESSIONAL SERVICES	-	-	75,000	- %
100-4100-40-521300	TECHNICAL SERVICES	-	101,118	150,200	67.32 %
100-4100-40-522230	REP & MAINT-VEHICLES	795	2,563	15,000	17.09 %
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	5,650	5,650	30,000	18.83 %
100-4100-40-523200	COMMUNICATIONS	2,527	5,563	37,000	15.03 %
100-4100-40-523500	TRAVEL	-	-	7,500	- %
100-4100-40-523600	DUES & FEES	-	-	7,000	- %
100-4100-40-523700	EDUCATION/TRAINING	49	49	20,000	0.25 %
100-4100-40-523900	CONTRACTUAL SERVICES	359,113	368,831	4,648,000	7.94 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	501	722	30,000	2.41 %
100-4100-40-531235	STREET LIGHTS	240,353	240,353	1,475,000	16.30 %
100-4100-40-531270	GASOLINE	1,828	1,828	20,000	9.14 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	472	1,585	20,000	7.92 %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	404	5,000	8.07 %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	12,116	12,116	160,000	7.57 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	620	620	30,000	2.07 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	7,907	14,667	180,000	8.15 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	1,000	1,000	35,000	2.86 %
100-4100-40-531750	UNIFORMS	59	59	5,000	1.19 %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	-	-	175,000	- %
100-4100-40-579000	CONTINGENCIES	-	-	86,000	- %
Operations & Capital		632,991	757,129	7,275,700	10.41 %
TOTAL PUBLIC WORKS		905,794	1,278,402	11,018,972	11.60 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	7,839	14,110	103,900	13.58 %
100-4900-10-512101	HEALTH INSURANCE	504	1,007	7,900	12.75 %
100-4900-10-512102	DISABILITY INSURANCE	22	44	500	8.83 %
100-4900-10-512103	DENTAL INSURANCE	25	50	500	9.94 %
100-4900-10-512104	LIFE INSURANCE	50	99	900	11.04 %
100-4900-10-512200	SOCIAL SECURITY	463	833	6,400	13.01 %
100-4900-10-512300	MEDICARE	108	195	1,500	12.98 %
100-4900-10-512401	401A RETIREMENT	697	1,254	12,500	10.03 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	290	580	5,200	11.16 %
100-4900-10-512600	UNEMPLOYMENT TAX	-	-	500	- %
100-4900-10-512700	WORKERS' COMPENSATION	17	68	200	34.23 %
Salaries & Benefits		10,014	18,241	140,000	13.03 %
100-4900-10-521200	PROFESSIONAL SERVICES	-	-	90,000	- %
100-4900-10-521300	TECHNICAL SERVICES	18,519	18,522	20,000	92.61 %
100-4900-10-523200	COMMUNICATIONS	80	160	1,000	15.97 %
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		18,599	18,682	117,700	15.87 %
TOTAL FLEET MANAGEMENT		28,613	36,922	257,700	14.33 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	60,180	108,450	846,300	12.81 %
100-6110-50-511200	PT/TEMP EMPLOYEES - GYM	2,470	4,956	-	- %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	9,320	14,273	150,000	9.52 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	7,408	15,171	120,000	12.64 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	3,214	6,351	82,000	7.75 %
100-6110-50-512101	HEALTH INSURANCE	8,015	15,584	102,000	15.28 %
100-6110-50-512102	DISABILITY INSURANCE	201	401	3,400	11.79 %
100-6110-50-512103	DENTAL INSURANCE	399	783	5,400	14.49 %
100-6110-50-512104	LIFE INSURANCE	451	901	7,200	12.52 %
100-6110-50-512200	SOCIAL SECURITY	2,370	3,774	74,300	5.08 %
100-6110-50-512300	MEDICARE	1,132	2,042	17,400	11.73 %
100-6110-50-512401	401A RETIREMENT	7,194	12,951	101,600	12.75 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	2,997	5,996	42,300	14.18 %
100-6110-50-512600	UNEMPLOYMENT TAX	51	105	4,200	2.49 %
100-6110-50-512700	WORKERS' COMPENSATION	3,115	12,251	15,700	78.03 %
Salaries & Benefits		108,517	203,987	1,571,800	12.98 %
100-6110-50-521300	TECHNICAL SERVICES	-	13,440	13,440	100.00 %
100-6110-50-522100	CLEANING SERVICES	-	-	68,000	- %
100-6110-50-522220	REP & MAINT-BUILDINGS	301	487	55,000	0.89 %
100-6110-50-522230	REP & MAINT-VEHICLES	305	305	2,500	12.20 %
100-6110-50-522240	REP & MAINT-PARKS	14,158	21,084	235,000	8.97 %
100-6110-50-523200	COMMUNICATIONS	1,024	2,073	14,000	14.80 %
100-6110-50-523300	ADVERTISING	1,268	1,268	10,000	12.68 %
100-6110-50-523500	TRAVEL	-	-	1,000	- %
100-6110-50-523600	DUES & FEES	-	-	3,000	- %
100-6110-50-523700	EDUCATION/TRAINING	30	30	1,000	3.00 %
100-6110-50-523900	CONTRACTUAL SERVICES	187	374	974,200	0.04 %
100-6110-50-523950	MERCHANT SVCS CHARGES	333	588	12,500	4.70 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	483	678	6,000	11.29 %
100-6110-50-531102	PROGRAM SUPPLIES	480	1,135	25,000	4.54 %
100-6110-50-531210	WATER	10,332	10,332	75,000	13.78 %
100-6110-50-531220	NATURAL GAS	911	911	13,500	6.75 %
100-6110-50-531230	ELECTRICITY	12,300	12,300	165,000	7.45 %
100-6110-50-531270	GASOLINE	835	835	15,000	5.56 %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	-	1,724	35,000	4.93 %
100-6110-50-531750	UNIFORMS	-	-	3,000	- %
100-6110-50-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		42,946	67,563	1,777,140	3.80 %
TOTAL PARKS & RECREATION		151,462	271,550	3,348,940	8.11 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	164,640	292,485	2,237,200	13.07 %
100-7450-60-512101	HEALTH INSURANCE	28,033	56,027	372,600	15.04 %
100-7450-60-512102	DISABILITY INSURANCE	620	1,279	9,500	13.46 %
100-7450-60-512103	DENTAL INSURANCE	1,079	2,149	14,900	14.42 %
100-7450-60-512104	LIFE INSURANCE	1,335	2,756	20,300	13.58 %
100-7450-60-512200	SOCIAL SECURITY	9,797	17,477	138,700	12.60 %
100-7450-60-512300	MEDICARE	2,291	4,087	32,400	12.62 %
100-7450-60-512401	401A RETIREMENT	19,669	34,569	268,500	12.87 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	7,816	15,194	111,900	13.58 %
100-7450-60-512600	UNEMPLOYMENT TAX	-	-	11,200	- %
100-7450-60-512700	WORKERS' COMPENSATION	7,546	29,683	4,500	659.63 %
Salaries & Benefits		242,827	455,707	3,221,700	14.14 %
100-7450-60-521300	TECHNICAL SERVICES	-	-	99,000	- %
100-7450-60-522230	REP & MAINT-VEHICLES	378	825	15,000	5.50 %
100-7450-60-523200	COMMUNICATIONS	2,381	4,899	25,000	19.60 %
100-7450-60-523300	ADVERTISING	2,500	3,689	15,000	24.59 %
100-7450-60-523500	TRAVEL	347	555	13,000	4.27 %
100-7450-60-523600	DUES & FEES	602	990	10,000	9.90 %
100-7450-60-523700	EDUCATION/TRAINING	2,053	2,928	18,000	16.26 %
100-7450-60-523900	CONTRACTUAL SERVICES	-	-	75,000	- %
100-7450-60-523950	MERCHANT SVCS CHARGES	6	6	1,000	0.60 %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	341	1,590	20,000	7.95 %
100-7450-60-531270	GASOLINE	1,702	1,702	23,000	7.40 %
100-7450-60-531300	HOSPITALITY	-	-	10,000	- %
100-7450-60-531750	UNIFORMS	-	374	10,000	3.74 %
Operations & Capital		10,309	17,558	334,000	5.26 %
TOTAL COMMUNITY DEVELOPMEN		253,136	473,265	3,555,700	13.31 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ECONOMIC DEVELOPMENT EXPENDITURES					
100-7520-60-511100	SALARIES	11,153	20,076	147,100	13.65 %
100-7520-60-512101	HEALTH INSURANCE	2,668	5,336	37,000	14.42 %
100-7520-60-512102	DISABILITY INSURANCE	42	85	700	12.12 %
100-7520-60-512103	DENTAL INSURANCE	158	315	2,200	14.32 %
100-7520-60-512104	LIFE INSURANCE	95	191	1,400	13.63 %
100-7520-60-512200	SOCIAL SECURITY	651	1,171	9,100	12.87 %
100-7520-60-512300	MEDICARE	152	274	2,100	13.05 %
100-7520-60-512401	401A RETIREMENT	1,338	2,409	17,600	13.69 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	558	1,115	7,400	15.07 %
100-7520-60-512600	UNEMPLOYMENT TAX	-	-	800	- %
100-7520-60-512700	WORKERS' COMPENSATION	192	755	300	251.65 %
Salaries & Benefits		17,007	31,727	225,700	14.06 %
100-7520-60-521205	PROF SVCS-OTHER	32,500	32,500	92,000	35.33 %
100-7520-60-521300	TECHNICAL SERVICES	-	190	-	- %
100-7520-60-523200	COMMUNICATIONS	81	160	1,000	16.05 %
100-7520-60-523300	ADVERTISING	-	65	18,700	0.35 %
100-7520-60-523500	TRAVEL	-	-	2,000	- %
100-7520-60-523600	DUES & FEES	307	307	15,100	2.03 %
100-7520-60-523700	EDUCATION/TRAINING	-	705	1,500	47.00 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	-	-	500	- %
100-7520-60-531300	HOSPITALITY	-	-	3,000	- %
Operations & Capital		32,888	33,927	133,800	25.36 %
TOTAL ECONOMIC DEVELOPMENT		49,895	65,654	359,500	18.26 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021**

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	16,868	33,712	203,700	16.55 %
100-9000-90-582300	NOTE INTEREST EXPENSE	2,743	5,509	31,700	17.38 %
100-9000-90-611110	TRANSFER OUT TO PAC	403,685	403,685	1,614,740	25.00 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	337,708	675,417	4,052,500	16.67 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	11,190,000	11,190,000	20,948,650	53.42 %
100-9000-90-611561	XFER OUT TO STORMWATER	102,083	204,167	1,225,000	16.67 %
Operations & Capital		12,053,087	12,512,490	28,076,290	44.57 %
	TOTAL TRANSFERS	12,053,087	12,512,490	28,076,290	44.57 %
	TOTAL EXPENDITURES	\$17,785,487	\$22,349,389	\$102,682,675	21.77 %
GENERAL FUND - 100		(\$14,634,596)	(\$18,034,234)	(\$13,757,555)	131.09 %

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021**

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	8,823	8,823	75,000	11.76 %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	-	-	125,000	- %
	TOTAL FINES & FORFEITURES	8,823	8,823	200,000	4.41 %
	TOTAL REVENUES	\$8,823	\$8,823	\$200,000	4.41 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	-	1,705	-	- %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	56,197	69,287	200,000	34.64 %
	TOTAL POLICE	56,197	70,992	200,000	35.50 %
	TOTAL EXPENDITURES	\$56,197	\$70,992	\$200,000	35.50 %
CONFISCATED ASSET FUND - 210		(\$47,374)	(\$62,169)	\$-	- %

GL ACCOUNT	DESCRIPTION	AUGUST 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 02, AUGUST FY 2021**

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	30,956	46,211	150,000	30.81 %
	TOTAL CHARGES & FEES	30,956	46,211	150,000	30.81 %
	TOTAL REVENUES	\$30,956	\$46,211	\$150,000	30.81 %
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		\$30,956	\$46,211	(\$359,000)	(12.87%)

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021**

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	-	9,087	445,000	2.04 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	-	890	50,000	1.78 %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	-	3,333	255,000	1.31 %
	TOTAL CHARGES & FEES	-	13,310	750,000	1.77 %
	TOTAL REVENUES	\$-	\$13,310	\$750,000	1.77 %
TRANSFERS EXPENDITURES					
225-0000-90-611351 PARKS	TRANSFER TO CAPITAL PROJECTS	-	-	698,652	- %
225-0000-90-611351 PUBSA	TRANSFER TO CAPITAL PROJECTS	-	-	50,000	- %
225-0000-90-611351 TRANS	TRANSFER TO CAPITAL PROJECTS	-	-	706,180	- %
	TOTAL TRANSFERS	-	-	1,454,832	- %
	TOTAL EXPENDITURES	\$-	\$-	\$1,454,832	- %
IMPACT FEE FUND - 225		\$-	\$13,310	(\$704,832)	(1.89%)

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	356	848	-	- %
	TOTAL INVESTMENT INCOME	356	848	-	- %
245-0000-60-331100 CARES	FEDERAL MATCHING GRANTS	-	(91,103)	293,157	(31.08%)
245-0000-60-331100 CDB19	FEDERAL MATCHING GRANTS	-	-	618,711	- %
245-0000-60-331100 CDB20	FEDERAL MATCHING GRANTS	-	-	653,208	- %
	TOTAL OTHER REVENUES	-	(91,103)	1,565,076	(5.82%)
	TOTAL REVENUES	\$356	(\$90,255)	\$1,565,076	(5.77%)
CDBG-CARES EXPENDITURES					
245-5500-60-521240 ACT20	PROF SVCS-NON-PROFITS	100,000	8,897	228,157	3.90 %
245-5500-60-521240 ACT21	PROF SVCS-NON-PROFITS	-	-	40,000	- %
245-5500-60-521240 ACT22	PROF SVCS-NON-PROFITS	-	-	25,000	- %
	TOTAL CDBG-CARES	100,000	8,897	293,157	3.03 %
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400 AC181	INFRASTRUCTURE	87,325	130,577	1,170,103	11.16 %
245-7450-60-541400 AC182	INFRASTRUCTURE	-	63	2,280,000	- %
	TOTAL COMMUNITY DEVELOPMEN	87,325	130,640	3,450,103	3.79 %
CDBG FUND DEBT SERVICE EXPENDITURES					
245-8000-00-581300 ACT19	NOTE PRINCIPAL	-	-	653,208	- %
245-8000-00-582300	NOTE INTEREST EXPENSE	-	40,608	-	- %
245-8000-00-582300 ACT19	NOTE INTEREST EXPENSE	-	-	40,608	- %
	TOTAL CDBG FUND DEBT SERVICE	-	40,608	693,816	5.85 %
	TOTAL EXPENDITURES	\$187,325	\$180,146	\$4,437,076	4.06 %
CDBG FUND - 245		(\$186,969)	(\$270,400)	(\$2,872,000)	9.42 %

**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021**

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	206,026	206,026	2,550,800	8.08 %
	TOTAL TAXES	206,026	206,026	2,550,800	8.08 %
	TOTAL REVENUES	\$206,026	\$206,026	\$2,550,800	8.08 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	139,809	139,809	728,600	19.19 %
275-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	-	1,002,400	- %
275-9000-90-611850	TRANSFER TO HOSPITALITY	66,217	66,217	819,800	8.08 %
	TOTAL TRANSFERS	206,026	206,026	2,550,800	8.08 %
	TOTAL EXPENDITURES	\$206,026	\$206,026	\$2,550,800	8.08 %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021**

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST 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 02, AUGUST FY 2021**

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	13	750,020	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	11,190,000	37,330,600	37,330,600	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 RE		11,190,013	240,660,585	240,402,000	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 USE		-	45,171,816	53,411,346	84.57 %
TOTAL REVENUES		\$11,190,013	\$285,832,402	\$293,813,346	97.28 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	100,000	100,000	11,190,000	0.89 %
TOTAL PUBLIC FACILITIES - PUB SAI		100,000	100,000	11,190,000	0.89 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	67	19,296,215	19,323,125	99.86 %
360-6220-00-541400	INFRASTRUCTURE	-	195,012,428	196,882,073	99.05 %
360-6220-00-541405	INFRASTRUCTURE - OTHER	22,430	636,909	775,000	82.18 %
360-6220-00-541410	INFRASTRUCTURE - SPECIAL	-	10,652,991	10,945,260	97.33 %
360-6220-00-579000	CONTINGENCIES	-	-	1,286,542	- %
TOTAL PUBLIC FACILITIES AUTH CO		22,497	225,598,544	229,212,000	98.42 %
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 DE		-	43,652,696	53,411,346	81.73 %
TOTAL EXPENDITURES		\$122,497	\$269,351,240	\$293,813,346	91.67 %
PUBLIC FACILITIES AUTHORITY - 360		\$11,067,516	\$16,481,162	\$-	- %

GL ACCOUNT	DESCRIPTION	AUGUST 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	418	651	263,000	0.25 %
555-0000-56-389900	MISCELLANEOUS INCOME	2,093	6,785	70,600	9.61 %
	TOTAL MISCELLANEOUS	2,511	7,436	333,600	2.23 %
555-0000-90-391100	TRANSFER IN FROM GENERAL FUND	403,685	403,685	1,614,740	25.00 %
	TOTAL OTHER FINANCING SOURCE	403,685	403,685	1,614,740	25.00 %
555-0000-50-336000	PROGRAMMING GRANT	-	-	603,020	- %
	TOTAL OTHER REVENUES	-	-	603,020	- %
	TOTAL REVENUES	\$406,196	\$411,121	\$5,785,260	7.11 %
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	101,796	183,233	1,553,000	11.80 %
555-6191-51-511200	PT/TEMP EMPLOYEES	-	-	229,300	- %
555-6191-51-512101	HEALTH INSURANCE	14,372	30,063	188,500	15.95 %
555-6191-51-512102	DISABILITY INSURANCE	354	678	6,800	9.97 %
555-6191-51-512103	DENTAL INSURANCE	645	1,376	8,800	15.63 %
555-6191-51-512104	LIFE INSURANCE	796	1,524	12,300	12.39 %
555-6191-51-512200	SOCIAL SECURITY	6,069	10,924	110,500	9.89 %
555-6191-51-512300	MEDICARE	1,419	2,555	25,800	9.90 %
555-6191-51-512401	401A RETIREMENT	11,659	20,685	186,400	11.10 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	4,507	8,113	77,700	10.44 %
555-6191-51-512600	UNEMPLOYMENT TAX	-	-	8,900	- %
555-6191-51-512700	WORKERS' COMPENSATION	-	-	3,600	- %
555-6191-51-521250	PROF SVCS-LEGAL	-	-	20,000	- %
555-6191-51-521300	TECHNICAL SERVICES	4,339	5,969	96,780	6.17 %
555-6191-51-522100	CLEANING SERVICES	-	-	50,000	- %
555-6191-51-523200	COMMUNICATIONS	1,475	1,558	79,160	1.97 %
555-6191-51-523300	ADVERTISING	2,200	2,200	180,000	1.22 %
555-6191-51-523350	PROMOTIONS	-	-	50,000	- %
555-6191-51-523400	PRINTING & BINDING	-	-	9,500	- %
555-6191-51-523500	TRAVEL	-	-	9,050	- %
555-6191-51-523600	DUES & FEES	63	326	5,500	5.93 %
555-6191-51-523700	EDUCATION/TRAINING	-	-	3,900	- %
555-6191-51-523800	LICENSES	-	-	6,400	- %
555-6191-51-523900	CONTRACTUAL SERVICES	-	-	11,000	- %
555-6191-51-523950	MERCHANT SVCS CHARGES	143	355	24,000	1.48 %
555-6191-51-531100	GENERAL SUPPLIES & MATLS	76	26	6,650	0.39 %
555-6191-51-531300	HOSPITALITY	-	-	5,000	- %
555-6191-51-531750	UNIFORMS	-	-	4,000	- %
555-6191-51-541200	SITE IMPROVEMENTS	-	-	25,000	- %
555-6191-51-542100	MACHINERY & EQUIPMENT	-	-	155,000	- %
555-6191-51-542300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-579000	CONTINGENCIES	-	-	40,000	- %
	TOTAL ARTS CENTER - ADMINISTRA	149,913	269,586	3,212,540	8.39 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - THEATRE EXPENDITURES					
555-6192-52-521200	PROFESSIONAL SERVICES	-	-	100,000	- %
555-6192-52-522220	REP & MAINT-BUILDINGS	-	252	103,000	0.24 %
555-6192-52-522330	OTHER RENTALS	-	-	50,600	- %
555-6192-52-523300	ADVERTISING	17	17	122,000	0.01 %
555-6192-52-523850	ARTIST FEES	500	1,000	780,000	0.13 %
555-6192-52-523900	CONTRACTUAL SERVICES	-	-	127,170	- %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	5	5	26,500	0.02 %
555-6192-52-531300	HOSPITALITY	-	-	37,800	- %
555-6192-52-531500	COSTS OF GOODS SOLD	-	598	70,300	0.85 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	-	1,637	72,000	2.27 %
555-6192-52-531700	OTHER SUPPLIES	-	-	4,500	- %
TOTAL ARTS CENTER - THEATRE		522	3,508	1,493,870	0.23 %

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - CONFERENCE CTR EXPENDITURES					
555-6193-53-522220	REP & MAINT-BUILDINGS	-	-	20,000	- %
555-6193-53-523900	CONTRACTUAL SERVICES	590	590	38,000	1.55 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	1,008	1,008	51,000	1.98 %
555-6193-53-531500	COSTS OF GOODS SOLD	-	-	80,400	- %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	-	-	35,000	- %
555-6193-53-531700	OTHER SUPPLIES	-	-	8,000	- %
TOTAL ARTS CENTER - CONFERENCE		1,597	1,597	232,400	0.69 %



CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - EDUCATION PROGRM EXPENDITURES					
555-6194-54-521200	PROFESSIONAL SERVICES	-	-	100,000	- %
555-6194-54-523300	ADVERTISING	-	-	45,000	- %
555-6194-54-523700	EDUCATION ASSISTANCE	-	-	40,000	- %
555-6194-54-523850	PROGRAMMING	-	-	28,500	- %
555-6194-54-531300	HOSPITALITY	-	-	5,300	- %
555-6194-54-531700	OTHER SUPPLIES	-	-	600	- %
TOTAL ARTS CENTER - EDUCATION		-	-	219,400	- %



CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	-	-	102,200	- %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	-	-	19,600	- %
555-6195-55-531300	HOSPITALITY	-	-	3,800	- %
555-6195-55-531350	SPECIAL EVENTS	11,900	11,900	454,450	2.62 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	2,000	- %
TOTAL ARTS CENTER - SPECIAL EVE		11,900	11,900	582,050	2.04 %



CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - HERITAGE EXPENDITURES					
555-6196-56-522210	REP & MAINT-EQUIPMENT	-	-	5,000	- %
555-6196-56-523300	ADVERTISING	-	-	20,000	- %
555-6196-56-531100	GENERAL SUPPLIES & MATLS	216	216	10,000	2.16 %
555-6196-56-531600	SMALL TOOLS & EQUIPMENT	-	-	10,000	- %
TOTAL ARTS CENTER - HERITAGE		216	216	45,000	0.48 %
TOTAL EXPENDITURES		\$164,149	\$286,808	\$5,785,260	4.96 %
CREATE SANDY SPRINGS - 555		\$242,047	\$124,313	\$-	- %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021**

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	102,083	12,254,167	13,275,000	92.31 %
	TOTAL OTHER FINANCING SOURCE	102,083	12,254,167	13,275,000	92.31 %
	TOTAL REVENUES	\$102,083	\$12,254,167	\$13,275,000	92.31 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	5,004	778,040	1,015,476	76.62 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	-	34,017	136,066	25.00 %
561-4250-40-541450	STORMWATER IMPROVEMENT	31,363	6,830,870	9,212,549	74.15 %
561-4250-40-541450 GREEN	STORMWATER IMPROVEMENT	-	-	285,000	- %
561-4250-40-541450 MABRY	STORMWATER IMPROVEMENT	-	1,556,996	1,556,996	100.00 %
	TOTAL STORMWATER CAPITAL MA	36,367	9,199,923	12,206,088	75.37 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	3,900	100,747	99,134	101.63 %
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 OPERATION	3,900	1,408,570	1,536,291	91.69 %
	TOTAL EXPENDITURES	\$40,267	\$10,608,494	\$13,742,379	77.20 %
STORMWATER FUND - 561		\$61,817	\$1,645,673	(\$467,379)	(352.11%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 02, AUGUST FY 2021**

10/09/2020

GL ACCOUNT	DESCRIPTION	AUGUST 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	10	2,500	0.40 %
840-1595-10-523500	TRAVEL	-	-	200	- %
840-1595-10-523700	EDUCATION/TRAINING	-	-	500	- %
	TOTAL DEVELOPMENT AUTHORITY	5	10	53,200	0.02 %
TRANSFERS EXPENDITURES					
840-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	600,000	- %
	TOTAL TRANSFERS	-	-	600,000	- %
	TOTAL EXPENDITURES	\$5	\$10	\$653,200	- %
DEVELOPMENT AUTHORITY - 840		(\$5)	(\$10)	(\$53,200)	0.02 %

PROJECT DESCRIPTION	PROJ #	AUGUST MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		1,546,103	1,546,103	60,070,196	119,321,802	59,251,606
FEDERAL MATCHING GRANTS	TS131	-	-	-	4,500,000	4,500,000
INTEREST REVENUE		-	-	247,459	-	(247,459)
		\$1,546,103	\$1,546,103	\$60,317,654	\$123,821,802	\$63,504,148
TRANSPORTATION						
TIER 1 - UNCOMMITTED	TS100	-	-	-	710,631	710,631
TEI-Spalding@Dalrymple/Trowbridge	TS103	327	(10,500)	2,186,255	2,271,725	85,470
TEI-Roswell@GrogansFerry	TS105	135,825	136,276	775,079	5,700,000	4,924,921
TEI-Riverview@Northside	TS106	6,536	6,536	349,610	2,500,000	2,150,390
TEI-SCOOT Upgrade	TS107	-	-	1,506,169	1,550,000	43,831
TEI-Roswell@Dalrymple	TS108	169	169	205,898	1,110,000	904,102
TEI-MountParan@PowersFerry	TS110	-	-	343,585	2,500,000	2,156,415
TEI-Spalding@Pitts	TS111	975	975	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	4,642	(11,230)	546,589	882,660	336,071
SWP-JohnsonFerry:Harleston/Glenridg	TS161	-	-	415,275	415,275	-
SWP-Windsor:PeachtreeDun/CityLimit	TS164	111,004	71,947	1,202,721	1,216,868	14,147
SWP-Northwood:Kingsport/Roswell	TS165	-	-	268,968	268,968	-
SWP-Spalding:SpaldingLake/Publix	TS166	-	447	781,287	1,418,537	637,250
SWP-BrandonMill:MarshCr/LostForest	TS167	119,602	119,602	1,308,733	1,666,086	357,353
SWP-Dalrymple:Princeton/Duncourtney	TS168	-	-	126,955	600,000	473,045
SWP-DunwoodyClub:Spalding/Fenimore	TS169	16,189	16,189	157,659	586,350	428,691
SWP-InterstateN:CityLimit/Northside	TS170	16,419	16,419	301,458	2,280,240	1,978,782
SWP-Roberts:Northridge/DavisAcademy	TS171	-	-	91,687	420,000	328,313
SWP-BrandonMill:LostForest/BrandonR	TS172	10,894	10,894	183,800	900,150	716,350
JohnsonFerry/MountVernon Efficiency	TS191	42,167	42,167	1,765,690	23,021,614	21,255,924
MountVernon Multiuse Path	TS192	-	19,375	1,024,258	9,873,198	8,848,940
Hammond Phase 1 (ROW/Design)	TS193	1,334	1,634	10,835,124	14,361,016	3,525,892
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	55,677	102,988	3,319,671	9,029,677	5,710,006
		\$521,759	\$523,887	\$28,062,485	\$123,821,802	\$95,759,317
T-SPLOST PROJECTS FUND - 335		\$1,024,345	\$1,022,216	\$32,255,170	\$-	(\$32,255,170)

PROJECT DESCRIPTION	PROJ #	AUGUST 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	86,360	68,410	2,189,874	2,189,874	-
FIRE STATION	F0004	12,831	41,653	1,841,170	5,253,957	3,412,787
TROWBRIDGE FACILITY	F0005	107,822	91,057	2,155,426	2,260,000	104,574
BACK-UP E911 CALL CENTER	F0007	-	-	8,165	350,000	341,835
CULTURAL CENTER	F0008	5,100	5,100	12,750	2,500,000	2,487,250
PUBLIC SAFETY BUILDING	F0009	14,813	14,813	59,250	100,000	40,750
		\$226,926	\$221,032	\$6,266,635	\$12,653,831	\$6,387,196
CITY CENTER						
LAND ACQUISITION & DEMOLITION	CC001	20,950	20,950	34,026,466	35,240,213	1,213,747
UTILITIES RELOCATION	CC006	-	-	40,000	2,770,000	2,730,000
SANDY SPRINGS CIRCLE PHASE 2	CC010	-	738	6,163,750	8,087,570	1,923,820
FURNITURE FIXTURES & EQUIPMENT	CC011	-	-	7,770,465	7,834,555	64,090
		\$20,950	\$21,688	\$48,000,681	\$53,932,338	\$5,931,656
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	161,570	113,698	5,574,917	5,584,130	9,213
ALLEN ROAD PARK	P0013	-	(12,972)	372,719	440,415	67,696
CROOKED CREEK PARK	P0020	63,518	58,803	410,166	448,607	38,441
ISON SPRINGS ELEMENTARY (IGA)	P0025	1,110	1,110	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
		\$226,198	\$160,639	\$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	8,204	8,204	3,395,364	3,436,199	40,835
HAMMOND PD GLENRIDGE ATMS	T0054	5,545	(110,200)	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 & IMPEM	T0060	7,204	7,204	1,837,782	2,126,919	289,137
CITY SPRINGS STREETSCAPES	T0062	49,929	47,643	1,578,673	1,850,000	271,327
NORTH END REVITALIZATION	T0063	31,301	31,301	585,019	1,750,000	1,164,981
PEACHTREE @ TELFORD IMPROVEMENT	T0064	8,410	15,610	188,393	1,750,000	1,561,607
SIGNAL PREEMPTION EMERG RESPONSE	T0065	75,800	75,800	676,284	780,000	103,716
SR140 HOLCOMB @ SPALDING ROW	T0066	-	-	-	450,000	450,000
MT VERNON @ DUPREE SIGNAL	T0067	25,666	25,666	70,451	350,000	279,549
TRANSPORTATION MASTER PLAN	T0068	28,070	28,070	350,000	350,000	-
PEACHTREE-DUNWOODY@WINDSOR	T0069	-	-	151,375	1,200,000	1,048,625
ACCESS MANAGEMENT PLAN	T0070	-	-	-	100,000	100,000
		\$240,129	\$129,298	\$15,999,309	\$30,884,032	\$14,884,723
TRANSPORTATION						
WATER RELIABILITY PROGRAM	T2000	2,660	10,444	765,605	1,000,000	234,395
PAVEMENT MANAGEMENT PROGRAM	T3000	1,504	1,504	52,263,703	52,662,568	398,865
CITY BEAUTIFICATION PROGRAM	T4000	20,673	20,673	172,256	402,572	230,317
SIDEWALK PROGRAM	T6000	-	-	10,154,081	10,630,500	476,419
INTERSECTIONS & OPERATIONAL	T7000	30,987	30,987	5,799,914	6,391,048	591,134
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	-	-	132,000	200,000	68,000
TRAFFIC MANAGEMENT PROGRAM	T9500	-	6,658	5,482,801	6,386,507	903,706
TRAFFIC CALMING	T9600	1,033	27,243	292,169	354,823	62,654
		\$56,857	\$97,509	\$76,889,603	\$82,817,049	\$5,927,447

PROJECT DESCRIPTION	PROJ #	AUGUST MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	2,035	10,785	149,163	222,500	73,337
INDOOR ART PROGRAM	A0002	-	-	5,000	100,000	95,000
		\$2,035	\$10,785	\$154,163	\$322,500	\$168,337
CIPV						
CAPITAL VEHICLE PURCHASE	CIPV	-	-	-	2,958,011	2,958,011
		\$-	\$-	\$-	\$2,958,011	\$2,958,011
CAPITAL PROJECTS FUND - 351		\$773,095	\$640,950	\$163,713,073	\$210,477,721	\$46,764,648