



SANDY SPRINGS

GEORGIA

CITY COUNCIL

Rusty Paul, Mayor

John Paulson – District 1

Melody Kelley – District 2

Melissa Mular – District 3

Jody Reichel – District 4

Tibby DeJulio – District 5

Andy Bauman – District 6

Tuesday, August 5, 2025

Regular Meeting

Following PFA

The City Council meeting will be held in the Studio Theatre at Sandy Springs City Hall
(1 Galambos Way, Sandy Springs, GA 30328).

Live-stream: www.SandySpringsGA.gov/stream

Public Comment: <http://spr.gs/publiccomment>

- I. Call to Order** - Mayor Rusty Paul
- II. Roll Call and General Announcements** - City Clerk
- III. Pledge of Allegiance** - Mayor Rusty Paul
- IV. Public Comment**
- V. Approval of Meeting Agenda**
- VI. Consent Agenda**
 - A. 2025-151** Meeting Minutes
July 15, 2025 City Council Work Session
July 15, 2025 City Council Meeting
July 29, 2025 City Council Special Called Meeting
 - B. 2025-152** Request for Mayor and City Council Consideration of an Acceptance of a Temporary Easement for Construction of Driveway related to property located at 490 Hilderbrand Drive in Land Lot 71 of the 17th District, City of Sandy Springs, Fulton County, Georgia (Tax ID #17-0071-0002-058-4) in relation to the S2193 Hammond Drive Widening Project.
(Presented by William H. Martin, Jr. AIA Public Works Director)
 - C. 2025-153** Request for Mayor and City Council Consideration of an Acceptance of an Agreement to Purchase Temporary Construction Easement Related to Property Located at 491 Hilderbrand Drive in Land Lot 71 of the 17th District, City of

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

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SANDY SPRINGS

GEORGIA

Sandy Springs, Fulton County, Georgia (Tax ID #17-0071-0002-034-5) in relation to the S2193 Hammond Drive Widening Project

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

- D. **2025-154** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Temporary Construction Easement related to property located at 500 Hilderbrand Drive in Land Lot 71 of the 17th District, City of Sandy Springs, Fulton County, Georgia (Tax ID #17-0071-0002-059-2) in relation to the S2193 Hammond Drive Widening Project.
(Presented by William H. Martin, Jr. AIA Public Works Director)
- E. **2025-155** Request for Mayor and Council to Approve Acceptance of a Temporary Construction Easement and Easement for the Construction of Driveway related to property located at 3245 Spalding Drive in Land Lot 342 of the 6th District, City of Sandy Springs, Fulton County, Georgia (Tax ID #06-0342-0002-012-7) in relation to the S2184 Jett Ferry Road at Spalding Drive Sidewalk Project.
(Presented by William H. Martin, Jr. AIA Public Works Director)
- F. **2025-156** Request for Mayor and City Council to Approve Acceptance of an Easement for the Construction of Driveway related to property located at 3285 Spalding Drive in Land Lot 342 of the 6th District, City of Sandy Springs, Fulton County, Georgia (Tax ID #06-0342-0002-016-8) in relation to the S2184 Jett Ferry Road at Spalding Drive Sidewalk Project.
(Presented by William H. Martin, Jr. AIA Public Works Director)
- G. **2025-157** Request for Mayor and City Councils Consideration to Accept a Purchase and Sale Agreement for Fee Simple Right-Of-Way and a Temporary Construction Easement Located in Land Lot 94 in the 5th District of Fulton County, Georgia and More Commonly Known as 4520 Roswell Road and 4540 Roswell Road and for the Acceptance of All Deeds Associated with the Transaction as to Relates to Project No. T0019
(Presented by Dan Lee, City Attorney)
- H. **2025-158** Request for Mayor and City Council Consideration of Request for Mayor and City Council to Approve Acceptance of the Deed for Dedication of Right of Way on Property Located at 4575 Roswell Road in Land Lot 94 of the 17th District, Fulton County, City of Sandy Springs, Georgia (Tax ID# 17-0094-0001-072-9).
(Presented by William H. Martin, Jr. AIA Public Works Director)

VII. Presentations

- A. **2025-159** Purple Heart Day Proclamation - August 7, 2025

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(Presented by John Paulson, Councilmember)

- B. **2025-160** Avive Presentation
(Presented by Keith Sanders, Fire Chief)

VIII. New Business

- A. **2025-161** Request For Mayor And City Council Consideration of an Ordinance Appointing the Fulton County Department of Registration and Elections to Conduct the City of Sandy Springs General Municipal Election on November 4, 2025 and Runoff Election on December 2, 2025; Authorizing an Intergovernmental Agreement Between the City and the County Relating Thereto; and Authorizing the Mayor to Execute the Intergovernmental Agreement
(Presented by Raquel Gonzalez, City Clerk)
- B. **2025-162** Request for Mayor and City Council Consideration to Approve a Project Framework Agreement with the Georgia Department of Transportation for Design of the Roberts Drive Sidepath Phase I Project and to Authorize the Mayor to Execute the Agreement
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- C. **2025-163** Request for Mayor and City Council Consideration to Approve of a Contract Award to Tri Scapes, LLC to the Construct the 395 West Spalding Drive Stormwater Repair Project and Authorization for the City Manager to Execute the Contract
(Presented by William H. Martin, Jr. AIA Public Works Director)
- D. **2025-164** Request for Mayor and City Council Consideration to Approve a Contract Award to Kimley-Horn and Associates, Inc. for the Riverside Drive Traffic Engineering Corridor Study and Authorization for the City Manager to Execute the Contract
(Presented by William H. Martin, Jr. AIA Public Works Director)
- E. **2025-165** Request for Mayor and City Council Consideration to Approve a Contract Award to NGT Group LLC for the Construction of the Roswell Road Traffic Signal Upgrades Project and to Authorize the City Manager to Execute the Contract
(Presented by William H. Martin, Jr. AIA Public Works Director)
- F. **2025-166** Request for Mayor and City Council Consideration to Approve a Contract Award to Modern Mobility Partners, LLC, for Consulting Services in Support of the Development of the Transportation Master Plan Update and to Authorize the City Manager to Execute the Contract
(Presented by William H. Martin, Jr. AIA Public Works Director)

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- G. **2025-167** Request for Mayor and City Council Consideration of a Resolution to Approve Seven Contract Awards for On-Call Landscape and Architectural Design Services for the City of Sandy Springs Recreation and Parks Department and to Authorize the City Manager to Enter Into the Contracts
(Presented by Brent Walker, Director of Recreation and Parks)
- H. **2025-168** Request for Mayor and City Council Consideration to Approve an Intergovernmental Agreement with the City of Johns Creek for the Shared Use of the WestNet Radio Interface Controller and to Authorize the City Manager to Execute the Agreement
(Presented by Keith Sanders, Fire Chief)
- I. **2025-169** Request for Mayor and City Council Consideration of a Resolution of the Mayor and Council of the City of Sandy Springs, Georgia (the “City”), to Approve the Bond Resolution of the City of Sandy Springs Public Facilities Authority Authorizing the Issuance of the City of Sandy Springs Public Facilities Authority Revenue Bonds (City of Sandy Springs Fire and Safety Projects), Series 2025, in the Aggregate Principal Amount of Not to Exceed \$50,500,000; to Authorize the Execution of a Lease Agreement between the Authority, as Lessor, and the City, as Lessee; to Authorize the Mayor and Other Officers and Officials of the City to Take Such Further Actions As are Necessary to Provide for the Issuance and Delivery of the Revenue Bonds Described Herein; and for Other Purposes
(Presented by Eden Freeman, City Manager)
- J. **2025-170** Request for Mayor and City Council Consideration of a Resolution Opposing the Proposed Increase in the Fulton County Millage Rate from 8.87 to 9.87 Mills and Urging the Fulton County Board of Commissioners to Maintain the Current Rate
(Presented by Eden Freeman, City Manager)
- IX. Public Hearing - To Begin No Earlier Than 6:00 PM**
- A. **2025-171** Request for Mayor and City Council Consideration of an Ordinance to Set Millage Rate for Fiscal Year 2026
Ad Valorem Tax Rate Public Hearing 1
(Presented by Eden Freeman, City Manager)
- X. Reports**
- A. **2025-172** Mayor and Council Report
- B. **2025-173** Staff Reports
1. May 2025 Unaudited Financials
(Presented by Toni Carlisle, Chief Financial Officer)

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SANDY SPRINGS

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XI. Executive Session - Real Estate and Litigation

XII. Adjournment

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: June 17, 2025 Submission for the August 5, 2025 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of an Acceptance of a Temporary Easement for Construction of Driveway related to property located at 490 Hilderbrand Drive in Land Lot 71 of the 17th District, City of Sandy Springs, Fulton County, Georgia (Tax ID #17-0071-0002-058-4) in relation to the S2193 Hammond Drive Widening Project.

Recommendation:

Staff recommends that the Mayor and City Council accept a Temporary Easement for Construction of Driveway ("Agreement") related to property located at 490 Hilderbrand Drive in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID #17-0071-0002-058-4) owned by Lefko Properties, LLC. This agreement is related to the S2193 Hammond Drive Widening Project.

Background:

The acquisition of 1,333.88 square feet of Temporary Easement for Construction of Driveway on the subject property is necessary to construct the S2193 Hammond Drive Widening Project.

Discussion:

There is no compensation offered for such easements. Property Owner willfully executed the easement document.

Financial Impact:

No compensation is warranted for the easement rights being acquired.

Alternatives:

The acquisition reflects the minimum amount of property rights required to deliver the desired project. The City can decline to accept and approve the Agreement and not execute the project as designed.

Review:

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

Created/Initiated - 7/24/2025
Approved - 7/24/2025
Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. Aerial Map
2. GIS Map
3. Executed DWE. 490 Hilderbrand
4. Resolution



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





490 Hilderbrand Drive/ Lefko Properties LLC

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FULTON
COUNTY
Geographic Information System

Tax Parcel No.:
17-0071-0002-058-4

AFTER RECORDING, PLEASE RETURN TO:
City of Sandy Springs City Clerk.
1 Galambos Way
Sandy Springs, Georgia 30328

Project No. S2-193
City of Sandy Springs, GA

TEMPORARY EASEMENT FOR CONSTRUCTION OF DRIVEWAY

STATE OF GEORGIA FULTON COUNTY

THIS EASEMENT is made and executed the 16th day of June, 2025.

WHEREAS, the City of Sandy Springs in the County of Fulton, Georgia desires to construct the Hammond Drive Widening from Boylston Drive to Glenridge Drive, Project No. S2-193, hereinafter known as the “Project”;

NOW, THEREFORE, for value received, Lefko Properties, LLC, hereinafter referred to as the “Grantor”, hereby grants a Temporary Easement for the Construction of Driveway to the **CITY OF SANDY SPRINGS, GEORGIA**, hereinafter referred to as the “City”, for the right to construct/reconstruct a driveway over and upon City’s land abutting on and adjacent to the City’s right of way in such manner as the City may reasonably deem proper to support or accommodate the improvements of said project. The easement area is described and shown on Exhibit “A”, which is attached hereto and incorporated herein by reference. Any slopes will remain in place and the City will cease to maintain the slopes upon completion and final acceptance of the project by the City of Sandy Springs Public Works Department.

The Temporary Driveway Easement granted herein shall commence upon use of this Easement for construction of the Project, and it shall terminate three (3) years from commencement of the City’s use of the easement or upon the completion and final acceptance of the Project, whichever date shall first occur. Upon the completion and final acceptance of the Project, Grantor may file a notice to terminate the easement.

The Temporary Driveway Easement granted herein shall bind the successors and assigns of the undersigned party and shall inure to the benefit of the successors in title of the City.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described easement unto the said City against the claims of all persons whomsoever claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this easement as of the day and year first above written.

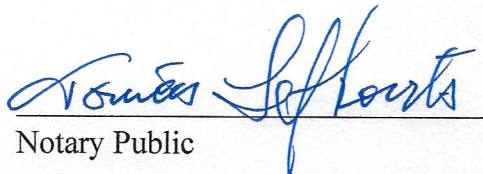
Signed, sealed and delivered this 16th day of June, 2025, in the presence of:

Lefko Properties, LLC


Unofficial Witness

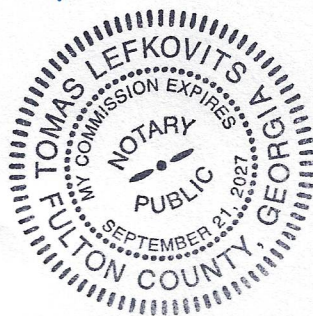
By: Marc Lefkovits (L.S.)
Name: MARC LEFKOVITS

Title: Managing Member


Notary Public

By: _____ (L.S.)
Name: _____

Title: _____





PRELIMINARY

PR	PROPERTY AND EXISTING R/W LINE	-----E-----	BEGIN LIMIT OF ACCESS.....BLA	DATE	REVISIONS	DATE	REVISIONS	CITY OF SANDY SPRINGS	
	REQUIRED R/W LINE	—————	END LIMIT OF ACCESS.....ELA					DEPARTMENT OF TRANSPORTATION	
	CONSTRUCTION LIMITS	—C—F—	EXISTING LIMIT OF ACCESS					RIGHT OF WAY MAP	
	EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES		REQ'D LIMIT OF ACCESS					PROJECT NO: S2193	
	EASEMENT FOR CONSTR OF SLOPES		EXISTING LIMIT OF ACCESS & R/W					COUNTY: FULTON	
	EASEMENT FOR CONSTR OF DRIVES		REQ'D LIMIT OF ACCESS & R/W					LAND LOT NO: 71, 70	
			ORANGE BARRIER FENCE					LAND DISTRICT: 06	
			ESA - ENV. SENSITIVE AREA					GMD	
								DATE	
								SH 13 OF 41	
								DRAWING No.	
								60-0013	

66

ID: 17 007100020345
LEFKO PROPERTIES, LLC
491 HILDERBRAND DR

PARCEL 66
DE426
TEMP EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DRW35	24.95 L	1203+23.00	HILDERBRAND DR-N
	37.45	S29°19'01.0"W	
3174	24.31 L	1202+85.55	HILDERBRAND DR-N
	12.13	N87°49'03.9"W	
DE4020	35.00 L	1202+79.84	HILDERBRAND DR-N
	43.18	N31°37'30.6"E	
DE4021	34.00 L	1203+23.00	HILDERBRAND DR-N
	9.05	S59°42'07.2"E	
DRW35	24.95 L	1203+23.00	HILDERBRAND DR-N
REQD EASMT	= 397.49	SF	
REQD EASMT	= 0.009	ACRES	

66

ID: 17 007100020345
LEFKO PROPERTIES, LLC
491 HILDERBRAND DR

PARCEL 66
DRWY 23
DRWY EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3178	25.87 L	1203+83.16	HILDERBRAND DR-N
	59.63	S29°19'01.4"W	
DRW35	24.95 L	1203+23.00	HILDERBRAND DR-N
	9.05	N59°42'07.2"W	
DE4021	34.00 L	1203+23.00	HILDERBRAND DR-N
	8.00	N59°42'07.2"W	
DRW36	42.00 L	1203+23.00	HILDERBRAND DR-N
	51.52	N29°11'02.1"E	
DRW37	43.00 L	1203+74.63	HILDERBRAND DR-N
	18.05	S84°57'08.3"E	
3177	26.59 L	1203+82.74	HILDERBRAND DR-N
	0.82	N90°00'00.0"E	
3178	25.87 L	1203+83.16	HILDERBRAND DR-N
REQD EASMT	= 950.50	SF	
REQD EASMT	= 0.022	ACRES	

68

ID: 17 007100030328
ERNEST BARNES, IV AND K. HARTLEY C. WASSER
6046 KAYRON DR

PARCEL 68
DE218
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3497	23.40 L	1001+40.82	KAYRON DR - N
	45.65	S07°00'21.3"W	
3491	23.82 L	1000+95.17	KAYRON DR - N
	26.68	N82°50'16.8"W	
DE2038	50.00 L	1000+95.20	KAYRON DR - N
	23.00	N14°36'04.1"E	
DE2039	47.00 L	1001+18.00	KAYRON DR - N
	32.83	N53°03'35.2"E	
3497	23.40 L	1001+40.82	KAYRON DR - N
REQD R/W	= 843.63	SF	
REQD R/W	= 0.019	ACRES	
REMAINDER	= +/- 0.45	ACRES	

67

ID: 17 007100020584
TOMAS LEFKOVITS
490 HILDERBRAND DR

PARCEL 67
DRWY 24
DRWY EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3048	25.26 R	1203+11.08	HILDERBRAND DR-N
	50.93	N29°19'00.6"E	
DRW32	24.39 R	1203+62.00	HILDERBRAND DR-N
	22.61	S59°42'07.2"E	
DRW33	47.00 R	1203+62.00	HILDERBRAND DR-N
	35.14	S02°12'02.0"W	
DRW34	63.55 R	1203+31.00	HILDERBRAND DR-N
	43.16	N87°11'30.0"W	
3048	25.26 R	1203+11.08	HILDERBRAND DR-N
REQD EASMT	= 1333.88	SF	
REQD EASMT	= 0.031	ACRES	

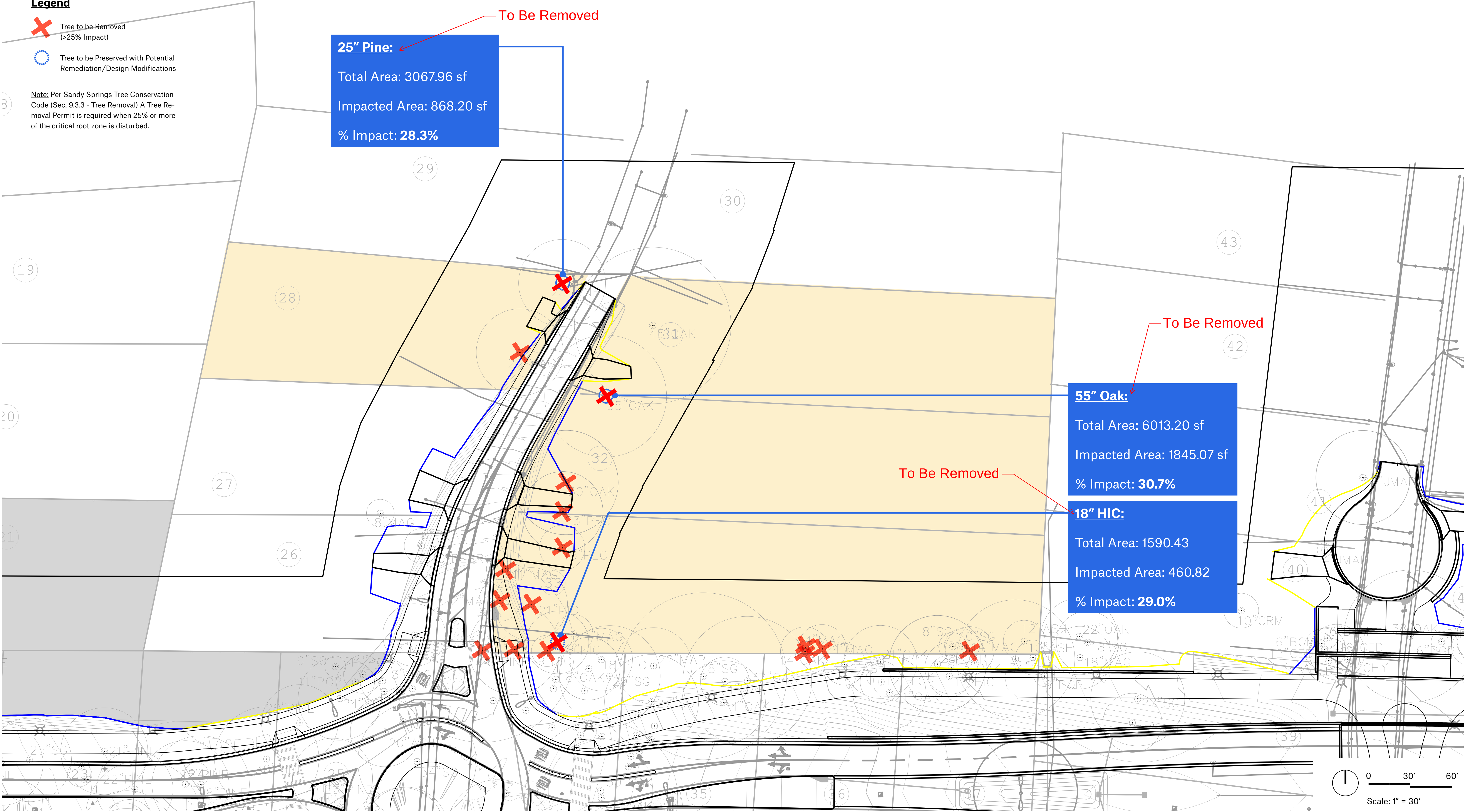
PRELIMINARY

EXHIBIT C

Legend

- Tree to be Removed (>25% Impact)
- Tree to be Preserved with Potential Remediation/Design Modifications

Note: Per Sandy Springs Tree Conservation Code (Sec. 9.3.3 - Tree Removal) A Tree Removal Permit is required when 25% or more of the critical root zone is disturbed.



Hammond Dr. - Tree Impacts Exhibit

City of Sandy Springs
Sandy Springs, Ga
November 18,2024
Updated 6/13/25



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A TEMPORARY EASEMENT FOR CONSTRUCTION OF DRIVEWAY
ON THAT CERTAIN TRACT OF LAND LOCATED AT 490 HILDERBRAND DRIVE, (TAX ID# 17-
0071-0002-058-4), LAND LOT 71 OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON
COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the S2193 Hammond Drive Widening Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 1,333.88 square feet of Temporary Easement for Construction of Driveway (“Property”), located at 490 Hilderbrand Drive (Tax Id# 17-0071-0002-058-4), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Lefko Properties LLC (“Owners”); and

WHEREAS, City staff has obtained a willfully executed agreement; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Temporary Easement for Construction of Driveway (“Agreement”) for the acquisition of the Property; and

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

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

1. That the attached Agreement is hereby approved;
2. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
3. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 5th day of August, 2025.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: June 17, 2025 Submission for the August 5, 2025 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of an Acceptance of an Agreement to Purchase Temporary Construction Easement Related to Property Located at 491 Hilderbrand Drive in Land Lot 71 of the 17th District, City of Sandy Springs, Fulton County, Georgia (Tax ID #17-0071-0002-034-5) in relation to the S2193 Hammond Drive Widening Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Temporary Construction Easement ("Agreement") related to property located at 491 Hilderbrand Drive in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID #17-0071-0002-034-5) owned by Lefko Properties, LLC. This agreement is related to the S2193 Hammond Drive Widening Project.

Background:

The acquisition of 397.49 square feet of Temporary Construction Easement and 950.50 square feet of Temporary Driveway Easement on the subject property is necessary to construct the S2193 Hammond Drive Widening Project.

Discussion:

After lengthy negotiations, the City and the Property Owners have come to an amicable agreement in the amount of \$11,000.00. A recent update of the City's appraisal performed in March of 2025 with a value of \$8,000.00 supports this agreed upon number, as the settlement falls within the adjusted range of values of the updated appraisal. Therefore, Staff believes that the Agreement is in the best interest of the City and thereby recommends Council's approval of the Agreement.

Financial Impact:

Sufficient funds are available to cover this acquisition in S2193 Project's budget.

Alternatives:

The acquisition reflects the minimum amount of property rights required to deliver the desired project. The City can decline to accept and approve the Agreement and not execute the project as designed.

Review:

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

Created/Initiated - 7/24/2025
Approved - 7/24/2025
Approved - 8/1/2025
Approved - 8/1/2025

Eden Freeman, City Manager

Final Approval - 8/1/2025

Attachments:

1. Aerial Map
2. GIS Map
3. Executed TCE Agreement. 491 Hild.Dr
4. Resolution



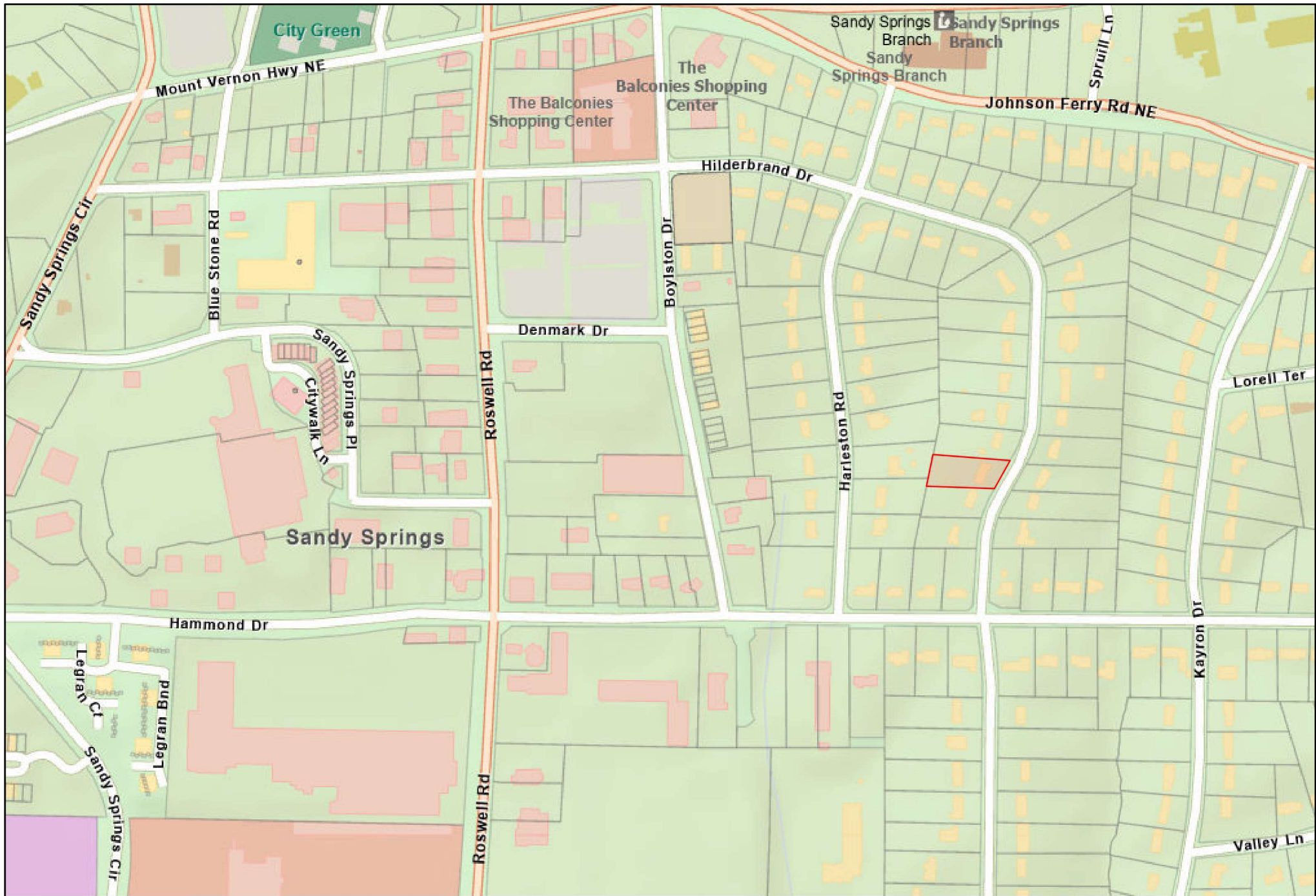
0 0 0 0 mi

Date: 6/30/2025
Map Size: 8.5x11 (LETTER)



491 Hilderbrand Drive/ Lefko Properties LLC

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491 Hilderbrand Drive/ Lefko Properties LLC

Date: 6/30/2025
Map Size: 8.5x11 (LETTER)



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FULTON
COUNTY

AGREEMENT TO PURCHASE TEMPORARY CONSTRUCTION EASEMENT

March 17, 2025

Lefko Properties, LLC
491 Hilderbrand Drive
Sandy Springs, GA 30328

RE: Project No.: S2-193
Project Name: Hammond Drive Widening (from Boylston Dr. to Glenridge Dr.)
Parcel No.: 66
Tax ID#: 17-0071-0002-034-5

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, Georgia, an option to acquire the following described real estate:

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

For the sum of ~~\$8,000.00~~ ^{111,000.00 me 6/16/2025}, the undersigned agrees to execute and deliver to the City of Sandy Springs, Georgia, fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "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.

N/A
397.49
1

Square Feet of Fee Simple Right of Way
Square Feet of Temporary Construction Easement
Temporary Driveway Easement(s)

- 3) All Temporary Easements shall terminate after Three (3) years from the commencement of the use of the Easement Area for construction of the S2-193 Project or upon the completion and final acceptance of the Project, whichever date shall first occur.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "C", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 16th day of June, 2025.

Signed, Sealed and Delivered in
the presence of:

Lefko Properties LLC

By: Marc Lefkovits (L.S.)
Name: MARC LEFKOVITS

Title: Managing Member

Attest: NA
Name: _____

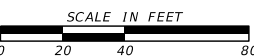
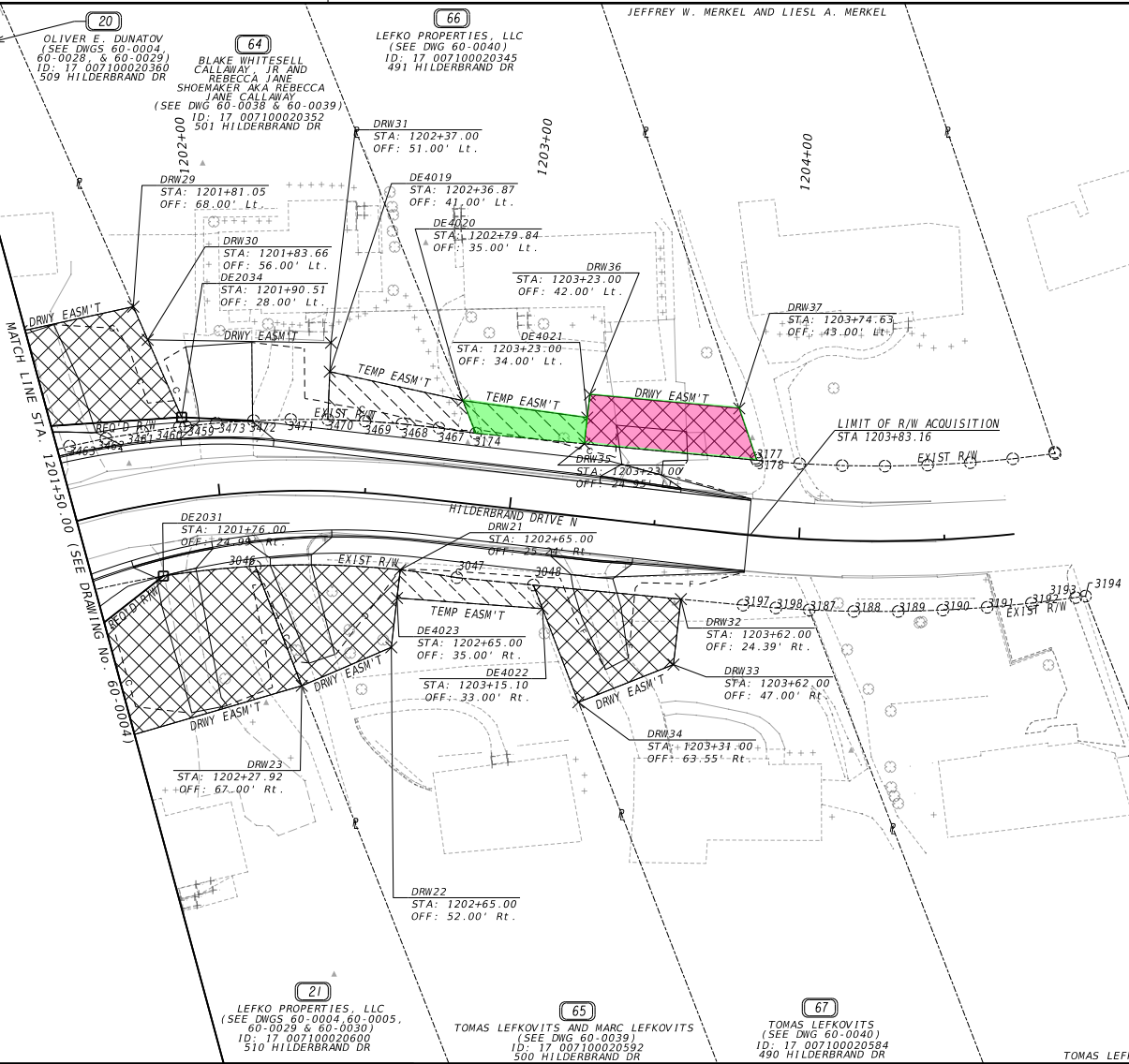
Title: _____

Witness

Notary Public



PRELIMINARY



PROPERTY AND EXISTING R/W LINE	-----E-----
REQUIRED R/W LINE	-----C-----
CONSTRUCTION LIMITS	-----F-----
EASEMENT FOR CONSTR	XXXXXX
& MAINTENANCE OF SLOPES	XXXXXX
EASEMENT FOR CONSTR OF SLOPES	XXXXXX
EASEMENT FOR CONSTR OF DRIVES	XXXXXX

BEGIN LIMIT OF ACCESS	-----BLA
END LIMIT OF ACCESS	-----ELA
EXISTING LIMIT OF ACCESS	-----
REQ'D LIMIT OF ACCESS	-----
EXISTING LIMIT OF ACCESS & R/W	-----
REQ'D LIMIT OF ACCESS & R/W	-----
ORANGE BARRIER FENCE	-----
ESA - ENV. SENSITIVE AREA	-----

DATE	REVISIONS

DATE	REVISIONS

CITY OF SANDY SPRINGS
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: S2193
COUNTY: FULTON
LAND LOT NO: 71, 70
LAND DISTRICT: 06
GMD
DATE
SH

PRELIMINARY

66

ID: 17 007100020345
LEFKO PROPERTIES, LLC
491 HILDERBRAND DR

PARCEL 66
DE426
TEMP EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DRW35	24.95 L	1203+23.00	HILDERBRAND DR-N
	37.45	S29°19'01.0"W	
3174	24.31 L	1202+85.55	HILDERBRAND DR-N
	12.13	N87°49'03.9"W	
DE4020	35.00 L	1202+79.84	HILDERBRAND DR-N
	43.18	N31°37'30.6"E	
DE4021	34.00 L	1203+23.00	HILDERBRAND DR-N
	9.05	S59°42'07.2"E	
DRW35	24.95 L	1203+23.00	HILDERBRAND DR-N
REQD EASMT	= 397.49	SF	
REQD EASMT	= 0.009	ACRES	

66

ID: 17 007100020345
LEFKO PROPERTIES, LLC
491 HILDERBRAND DR

PARCEL 66
DRWY 23
DRWY EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3178	25.87 L	1203+83.16	HILDERBRAND DR-N
	59.63	S29°19'01.4"W	
DRW35	24.95 L	1203+23.00	HILDERBRAND DR-N
	9.05	N59°42'07.2"W	
DE4021	34.00 L	1203+23.00	HILDERBRAND DR-N
	8.00	N59°42'07.2"W	
DRW36	42.00 L	1203+23.00	HILDERBRAND DR-N
	51.52	N29°11'02.1"E	
DRW37	43.00 L	1203+74.63	HILDERBRAND DR-N
	18.05	S84°57'08.3"E	
3177	26.59 L	1203+82.74	HILDERBRAND DR-N
	0.82	N90°00'00.0"E	
3178	25.87 L	1203+83.16	HILDERBRAND DR-N
REQD EASMT	= 950.50	SF	
REQD EASMT	= 0.022	ACRES	

67

ID: 17 007100020584
TOMAS LEFKOVITS
490 HILDERBRAND DR

PARCEL 67
DRWY 24
DRWY EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3048	25.26 R	1203+11.08	HILDERBRAND DR-N
	50.93	N29°19'00.6"E	
DRW32	24.39 R	1203+62.00	HILDERBRAND DR-N
	22.61	S59°42'07.2"E	
DRW33	47.00 R	1203+62.00	HILDERBRAND DR-N
	35.14	S02°12'02.0"W	
DRW34	63.55 R	1203+31.00	HILDERBRAND DR-N
	43.16	N87°11'30.0"W	
3048	25.26 R	1203+11.08	HILDERBRAND DR-N
REQD EASMT	= 1333.88	SF	
REQD EASMT	= 0.031	ACRES	

68

ID: 17 007100030328
ERNEST BARNES, IV AND K. HARTLEY C. WASSER
6046 KAYRON DR

PARCEL 68
DE218
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3497	23.40 L	1001+40.82	KAYRON DR - N
	45.65	S07°00'21.3"W	
3491	23.82 L	1000+95.17	KAYRON DR - N
	26.68	N82°50'16.8"W	
DE2038	50.00 L	1000+95.20	KAYRON DR - N
	23.00	N14°36'04.1"E	
DE2039	47.00 L	1001+18.00	KAYRON DR - N
	32.83	N53°03'35.2"E	
3497	23.40 L	1001+40.82	KAYRON DR - N
REQD R/W	= 843.63	SF	
REQD R/W	= 0.019	ACRES	
REMAINDER	= +/- 0.45	ACRES	

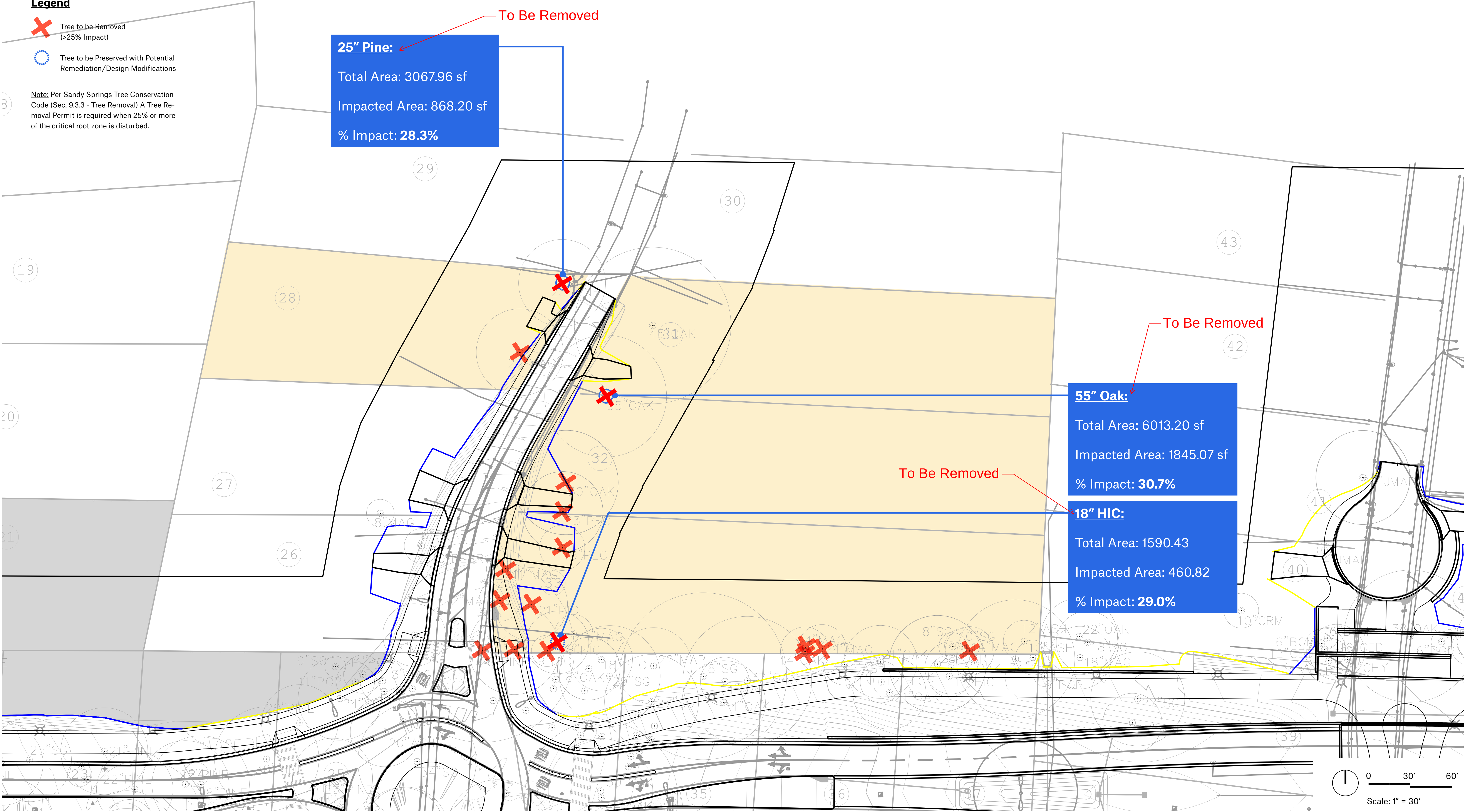
PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E----- -C--F-- 	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQ'D LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA	 	DATE	REVISIONS	DATE	REVISIONS	CITY OF SANDY SPRINGS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO: S2193 COUNTY: FULTON LAND LOT NO: LAND DISTRICT: 06 GMD DATE	DRAWING No. 60-0040 Page 22 of 312

EXHIBIT C

Legend

- Tree to be Removed (>25% Impact)
- Tree to be Preserved with Potential Remediation/Design Modifications

Note: Per Sandy Springs Tree Conservation Code (Sec. 9.3.3 - Tree Removal) A Tree Removal Permit is required when 25% or more of the critical root zone is disturbed.



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE TEMPORARY CONSTRUCTION
EASEMENT ON THAT CERTAIN TRACT OF LAND LOCATED AT 491 HILDERBRAND DRIVE,
(TAX ID# 17-0071-0002-034-5), LAND LOT 71 OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS,
FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the S2193 Hammond Drive Widening Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 397.49 square feet of Temporary Construction Easement and 950.50 square feet of Temporary Driveway Easement (“Property”), located at 491 Hilderbrand Drive (Tax Id# 17-0071-0002-034-5), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Lefko Properties LLC (“Owners”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$11,000.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$11,000.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$11,000.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 5th day of August, 2025.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: June 17, 2025 Submission for the August 5, 2025 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Temporary Construction Easement related to property located at 500 Hilderbrand Drive in Land Lot 71 of the 17th District, City of Sandy Springs, Fulton County, Georgia (Tax ID #17-0071-0002-059-2) in relation to the S2193 Hammond Drive Widening Project.

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Temporary Construction Easement ("Agreement") related to property located at 500 Hilderbrand Drive in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID #17-0071-0002-059-2) owned by Lefko Properties, LLC. This agreement is related to the S2193 Hammond Drive Widening Project.

Background:

The acquisition of 630.85 square feet of Temporary Construction Easement and 1,436.58 square feet of Temporary Driveway Easement on the subject property is necessary to construct the S2193 Hammond Drive Widening Project.

Discussion:

After lengthy negotiations, the City and the Property Owners have come to an amicable agreement in the amount of \$11,000.00. A recent update of the City's appraisal performed in March of 2025 with a value of \$7,950.00 supports this agreed upon number, as the settlement falls within the adjusted range of values of the updated appraisal. Therefore, Staff believes that the Agreement is in the best interest of the City and thereby recommends Council's approval of the Agreement.

Financial Impact:

Sufficient funds are available to cover this acquisition in S2193 Project's budget.

Alternatives:

The acquisition reflects the minimum amount of property rights required to deliver the desired project. The City can decline to accept and approve the Agreement and not execute the project as designed.

Review:

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

Created/Initiated - 7/24/2025
Approved - 7/24/2025
Approved - 8/1/2025
Approved - 8/1/2025

Eden Freeman, City Manager

Final Approval - 8/1/2025

Attachments:

1. Aerial Map
2. GIS Map
3. Parcel 65 Signed Option
4. Resolution



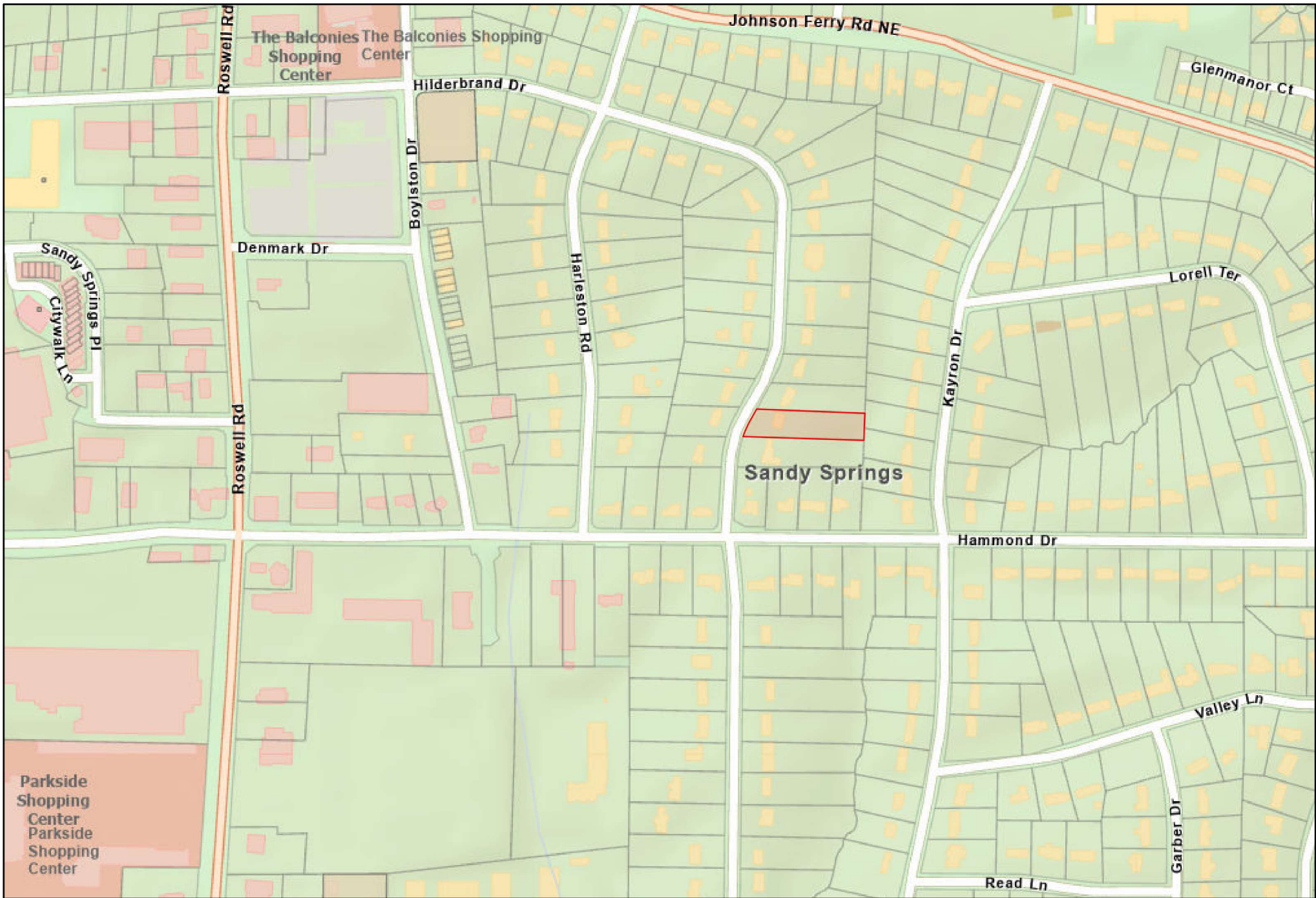
0 0 0 0 mi

Date: 6/30/2025
Map Size: 8.5x11 (LETTER)



500 Hilderbrand Drive/ Lefko Properties LLC

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



0 0 0 0 mi

Date: 6/30/2025
Map Size: 8.5x11 (LETTER)

N

500 Hilderbrand Drive/ Lefko Properties LLC

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

AGREEMENT TO PURCHASE TEMPORARY CONSTRUCTION EASEMENT

June 13, 2025

Lefko Properties, LLC
500 Hilderbrand Drive
Sandy Springs, GA 30328

RE: Project No.: S2-193
Project Name: Hammond Drive Widening (from Boylston Dr. to Glenridge Dr.)
Parcel No.: 65
Tax ID#: 17-0071-0002-059-2

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, Georgia, an option to acquire the following described real estate:

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

For the sum of ~~\$7,950.00~~ ^{\$1,000.00 ml 6/16/2025}, the undersigned agrees to execute and deliver to the City of Sandy Springs, Georgia, fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "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.

<u>N/A</u>	Square Feet of Fee Simple Right of Way
<u>630.85</u>	Square Feet of Temporary Construction Easement
<u>1</u>	Temporary Driveway Easement(s)

- 3) All Temporary Easements shall terminate after Three (3) years from the commencement of the use of the Easement Area for construction of the S2-193 Project or upon the completion and final acceptance of the Project, whichever date shall first occur.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "C", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 16th day of June, 2025.

Signed, Sealed and Delivered in
the presence of:

Lefko Properties LLC

By: Marc Lefkovits (L.S.)
Name: Marc LEFKOVITS

Title: Managing Member

Attest: NA
Name: _____

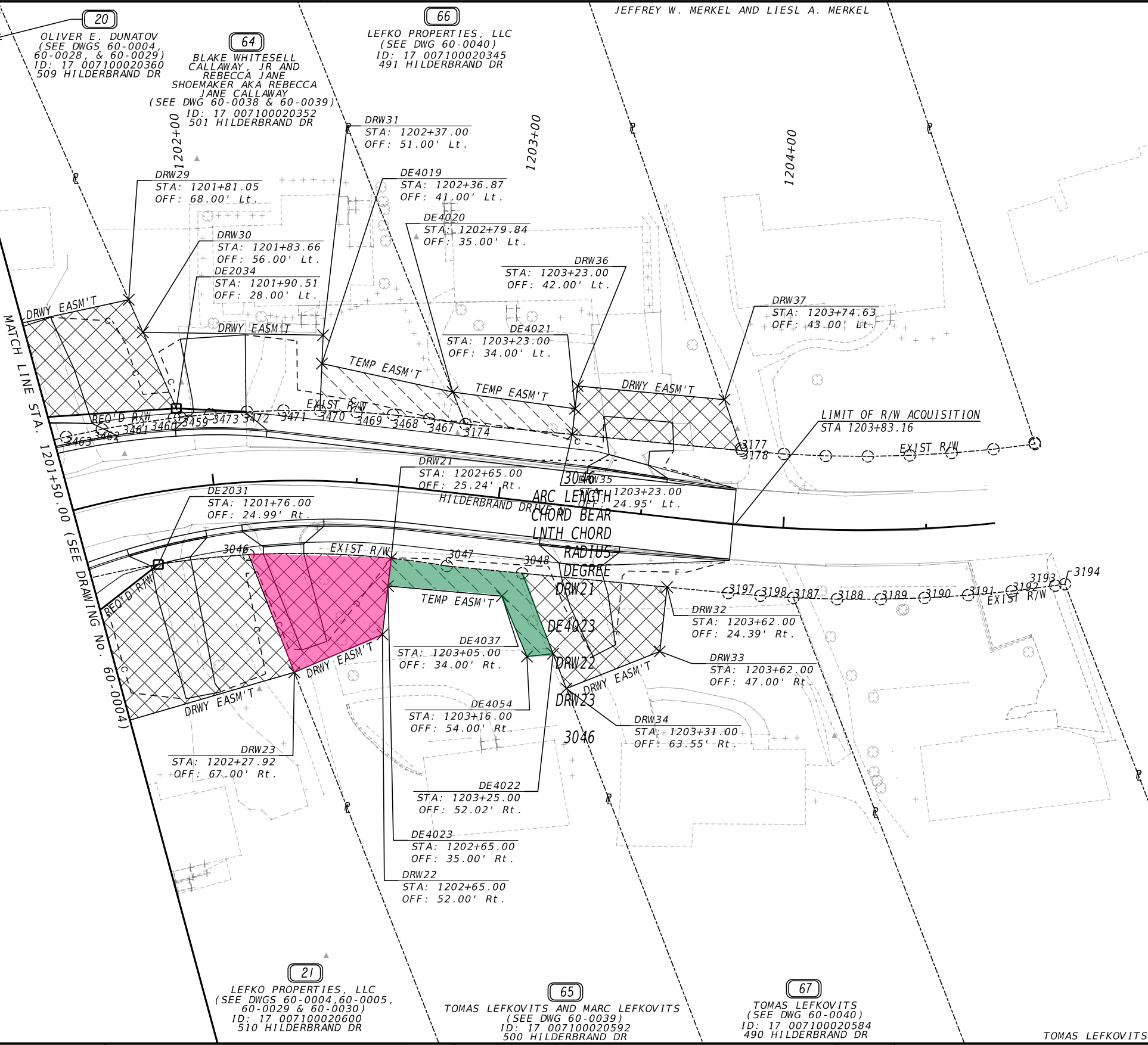
Title: _____

Witness

Notary Public

PRELIMINARY

EXHIBIT "A"



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

BEGIN LIMIT OF ACCESS.....BLA	-----ooo-----
END LIMIT OF ACCESS.....ELA	-----ooo-----
EXISTING LIMIT OF ACCESS	-----ooo-----
REQ'D LIMIT OF ACCESS	-----ooo-----
EXISTING LIMIT OF ACCESS & R/W	-----ooo-----
REQ'D LIMIT OF ACCESS & R/W	-----ooo-----
ORANGE BARRIER FENCE	-----ooo-----
ESA - ENV. SENSITIVE AREA	-----ooo-----

DATE	REVISIONS	DATE	REVISIONS
06-12-25	UPDATED PARCEL 65 TEMP EASM'T FOR TREE REMOVAL		

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP	
PROJECT NO: S2193 COUNTY: FULTON LAND LOT NO: 71, 70 LAND DISTRICT: 06 GMD DATE	
SH 13 OF 41	
DRAWING No. 60-0013	

64

ID: 17 007100020352
BLAKE WHITESELL CALLAWAY, JR AND REBECCA
JANE SHOEMAKER AKA REBECCA JANE CALLAWAY
501 HILDERBRAND DR

PARCEL 64
DRWY 21
DRWY EASM'T

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
3470	24.55 L		1202+36.63	HILDERBRAND DR-N
	12.78		S24°02'58.0"W	
3471	24.54 L		1202+24.82	HILDERBRAND DR-N
	12.78		S22°00'58.5"W	
3472	24.58 L		1202+13.00	HILDERBRAND DR-N
	24.70		S26°30'50.8"W	
DE2034	28.00 L		1201+90.51	HILDERBRAND DR-N
	29.07		N89°49'18.5"W	
DRW30	56.00 L		1201+83.66	HILDERBRAND DR-N
	62.97		N24°44'07.8"E	
DRW31	51.00 L		1202+37.00	HILDERBRAND DR-N
	10.00		S63°50'00.8"E	
DE4019	41.00 L		1202+36.87	HILDERBRAND DR-N
	16.45		S63°50'00.8"E	
3470	24.55 L		1202+36.63	HILDERBRAND DR-N
REQD EASMT	= 1512.79	SF		
REQD EASMT	= 0.035	ACRES		

65

ID: 17 007100020592
TOMAS LEFKOVITS AND MARC LEFKOVITS
500 HILDERBRAND DR

PARCEL 65
DE425
TEMP EASM'T

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DRW21	25.24 R		1202+65.00	HILDERBRAND DR-N
ARC LENGTH = 19.65				
CHORD BEAR = N31°42'15.0"E				
LNTH CHORD = 19.65				
RADIUS = 309.37				
DEGREE = 18°31'12.3"				
3047	25.72 R		1202+84.64	HILDERBRAND DR-N
	26.44		N29°18'58.3"E	
3048	25.26 R		1203+11.08	HILDERBRAND DR-N
	30.16		S87°11'30.73"E	
DE4022	52.02 R		1203+25.00	HILDERBRAND DR-N
	9.22		S17°53'14.38"W	
DE4054	54.00 R		1203+16.00	HILDERBRAND DR-N
	22.83		N88°30'46.04"W	
DE4037	34.00 R		1203+05.00	HILDERBRAND DR-N
	40.01		S28°51'57.27"W	
DE4023	35.00 R		1202+65.00	HILDERBRAND DR-N
	9.76		N59°42'07.19"W	
DRW21	25.24 R		1202+65.00	HILDERBRAND DR-N

REQD EASMT = 630.85 SF
REQD EASMT = 0.01 ACRES

65

ID: 17 007100020592
TOMAS LEFKOVITS AND MARC LEFKOVITS
500 HILDERBRAND DR

PARCEL 65
DRWY 22
DRWY EASM'T

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
3046	25.41 R		1202+10.64	HILDERBRAND DR-N
ARC LENGTH = 49.90				
CHORD BEAR = N25°15'48.7"E				
LNTH CHORD = 49.85				
RADIUS = 309.39				
DEGREE = 18°31'07.2"				
DRW21	25.24 R		1202+65.00	HILDERBRAND DR-N
	9.76		S59°42'07.2"E	
DE4023	35.00 R		1202+65.00	HILDERBRAND DR-N
	17.00		S59°42'07.2"E	
DRW22	52.00 R		1202+65.00	HILDERBRAND DR-N
	33.54		S00°36'48.5"W	
DRW23	67.00 R		1202+27.92	HILDERBRAND DR-N
	44.07		N87°27'11.6"W	
3046	25.41 R		1202+10.64	HILDERBRAND DR-N

REQD EASMT = 1436.58 SF
REQD EASMT = 0.033 ACRES

PRELIMINARY

EXHIBIT "B"

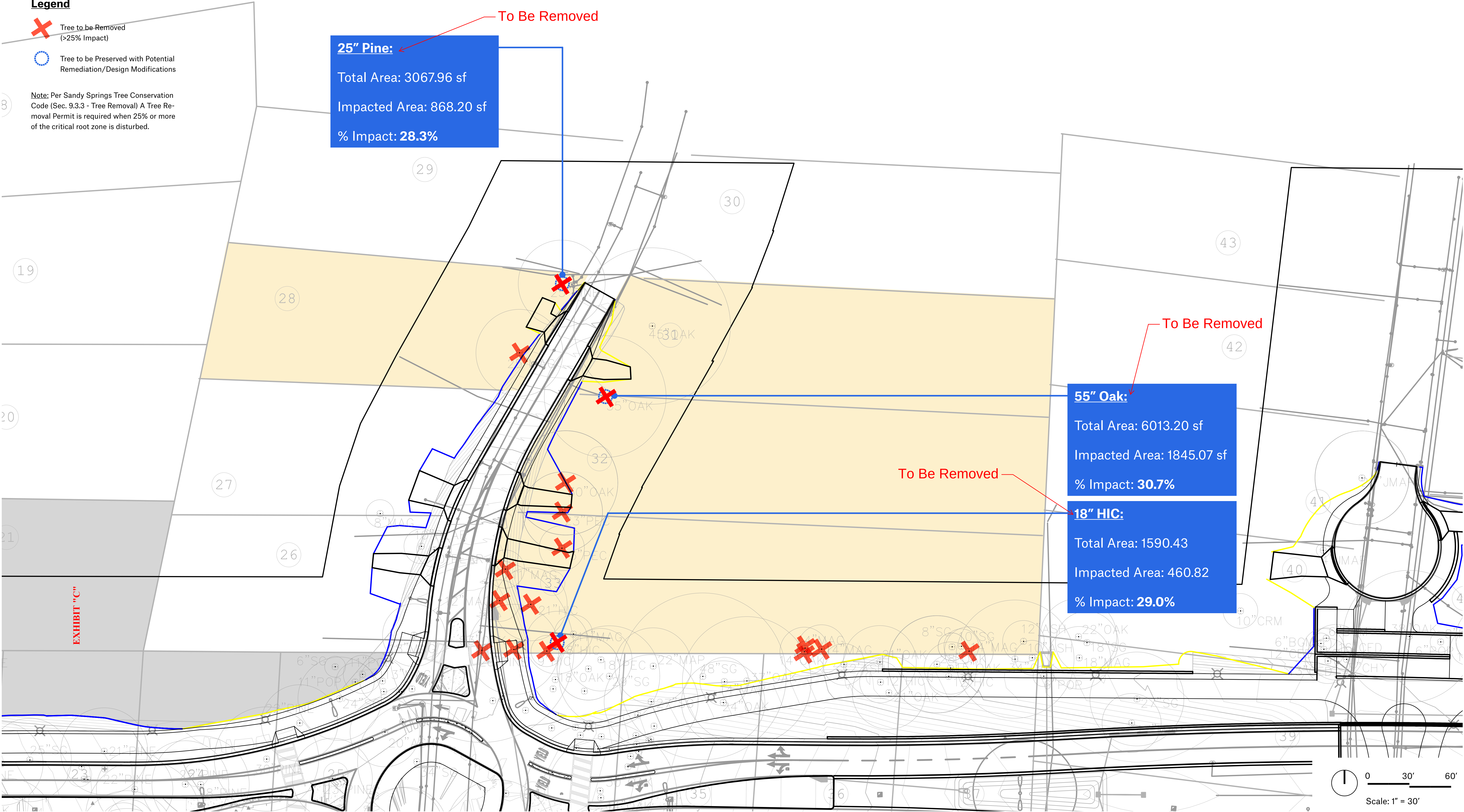
PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E----- ---C---F--- 	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQ'D LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA		DATE	REVISIONS	DATE	REVISIONS	CITY OF SANDY SPRINGS DEPARTMENT OF TRANSPORTATION	
				06-12-25	PARCEL 65 - REVISED TEMP EASM'T			RIGHT OF WAY MAP	
								PROJECT NO: S2193 COUNTY: FULTON LAND LOT NO: LAND DISTRICT: 06	
								DRAWING No. 60-0039	
								GMD DATE SH 39 OF 41	

EXHIBIT C

Legend

- Tree to be Removed (>25% Impact)
- Tree to be Preserved with Potential Remediation/Design Modifications

Note: Per Sandy Springs Tree Conservation Code (Sec. 9.3.3 - Tree Removal) A Tree Removal Permit is required when 25% or more of the critical root zone is disturbed.



Hammond Dr. - Tree Impacts Exhibit

City of Sandy Springs
Sandy Springs, Ga
November 18,2024
Updated 6/13/25



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE TEMPORARY CONSTRUCTION
EASEMENT ON THAT CERTAIN TRACT OF LAND LOCATED AT 500 HILDERBRAND DRIVE,
(TAX ID# 17-0071-0002-059-2), LAND LOT 71 OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS,
FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the S2193 Hammond Drive Widening Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 630.85 square feet of Temporary Construction Easement and 1,436.58 square feet of Temporary Driveway Easement (“Property”), located at 500 Hilderbrand Drive (Tax Id# 17-0071-0002-059-2), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Lefko Properties LLC (“Owners”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$11,000.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$11,000.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$11,000.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 5th day of August, 2025.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: July 9, 2025 Submission for the August 5, 2025 City Council Meeting

ITEM: Request for Mayor and Council to Approve Acceptance of a Temporary Construction Easement and Easement for the Construction of Driveway related to property located at 3245 Spalding Drive in Land Lot 342 of the 6th District, City of Sandy Springs, Fulton County, Georgia (Tax ID #06-0342-0002-012-7) in relation to the S2184 Jett Ferry Road at Spalding Drive Sidewalk Project.

Recommendation:

Staff recommends that the Mayor and City Council accept a Temporary Construction Easement and Easement for the Construction of Driveway ("Agreements") related to property located 3245 Spalding Drive in Land Lot 342 of the 6th District, City of Sandy Springs, Fulton County, Georgia (Tax ID #06-0342-0002-012-7) in relation to the S2184 Jett Ferry Road at Spalding Drive Sidewalk Project. The subject property is owned by Ruth A. Kruzick; A/K/A Ruth Ann Kruzick.

Background:

The acquisition of 1,624.28 square feet of Temporary Construction Easement and 1,091.50 square feet of Easement for Construction of Driveway on the subject property is necessary to construct the S2184 Jett Ferry Road at Spalding Drive Sidewalk Project.

Discussion:

The City and the Property Owner have come to an amicable agreement in which the Property Owner has agreed to willingly donate the required easement rights to the City. Therefore, Staff believes that the Agreements are in the best interest of the City and thereby recommends Council's approval of the Agreements.

Financial Impact:

Property Owner has agreed to donate the required easement rights at no cost to the City.

Alternatives:

The acquisition reflects the minimum amount of property rights required to deliver the desired project. The City can decline to accept and approve the Agreement and not execute the project as designed.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works

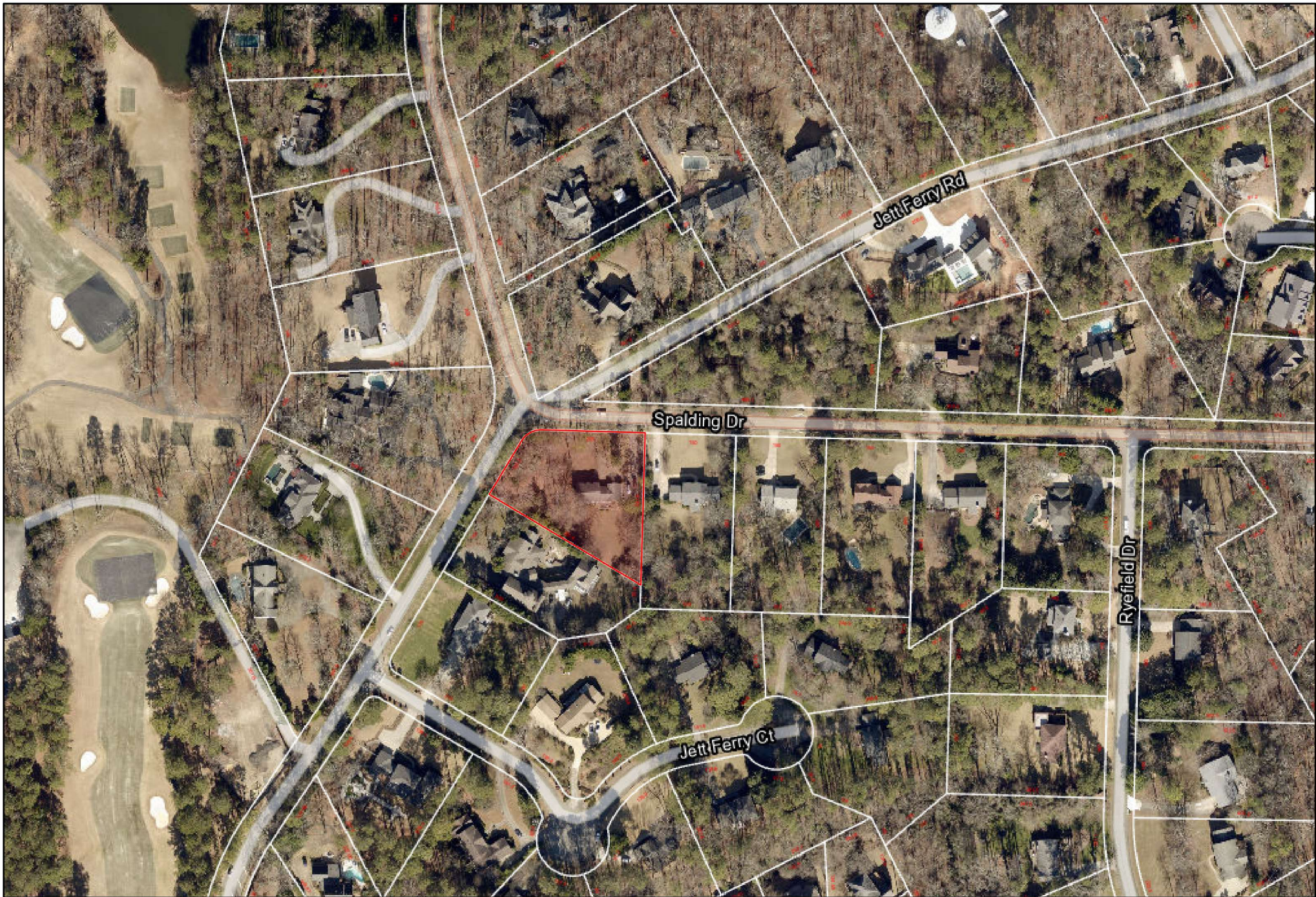
Created/Initiated - 7/24/2025
Approved - 7/24/2025

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

Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. Aerial Map
2. GIS Map
3. P#6 Kruzick Executed DWE
4. P#6 Kruzick Executed TCE
5. Resolution



0 0 0 0 mi

Date: 6/30/2025
Map Size: 8.5x11 (LETTER)



3245 Spalding Drive/Kruzick

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



FULTON
COUNTY



0 0 0 0 mi

Date: 6/30/2025
Map Size: 8.5x11 (LETTER)



3245 Spalding Drive/Kruzick

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.



EASEMENT FOR THE CONSTRUCTION OF DRIVEWAY

STATE OF GEORGIA
FULTON COUNTY

THIS CONVEYANCE made and executed the 27th day of June, 2025.

WHEREAS, the City of Sandy Springs in the County of Fulton, Georgia desires to construct the S2184 Jett Ferry Road/Spalding Drive Sidewalk Project Improvements Project.

NOW, THEREFORE, for value received, the Undersigned RUTH A. KRUZICK A/K/A RUTH ANN KRUZICK, does hereby grant an Easement for the Construction of Driveway ("Easement") to the CITY OF SANDY SPRINGS, GA, (the "City") the right to execute certain construction over and upon our land abutting on and adjacent to the City right of way in such manner as the City may deem proper to support or accommodate the improvements of said project. The easement area is shown and highlighted in Pink on the attached plat labeled Exhibit "A". Any slopes (if any) will remain in place and the City will cease to maintain the slopes upon completion and final acceptance of the project by the City of Sandy Springs Public Works Department.

Said Easement for the Construction of Driveway granted herein shall commence upon the City's use of the Easement for construction of the S2184 Project and shall terminate Two (2) years from the commencement of the City's use of this Easement; or upon the completion and City's final acceptance of the S2184 Project, whichever date shall first occur.

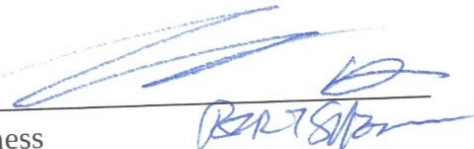
We hereby warrant that we have the right to sell and/or convey said land and bind, ourselves, our heirs, executors and administrators forever and defend by virtue of these presents.

[Signatures on the following page]

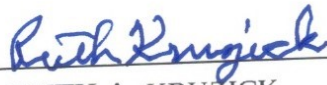
In Witnesseth whereof, we have hereunto set our hands and seal the day above written.

Signed, Sealed and Delivered this 27th day of June, 2025 in the presence of:

Witness


BERT STON

By:

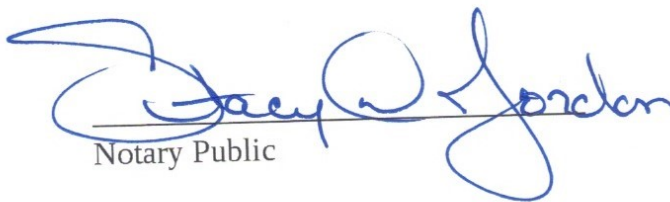


(L.S.)

RUTH A. KRUZICK

A/K/A RUTH ANN KRUZICK

Notary Public


Stacy Jordan



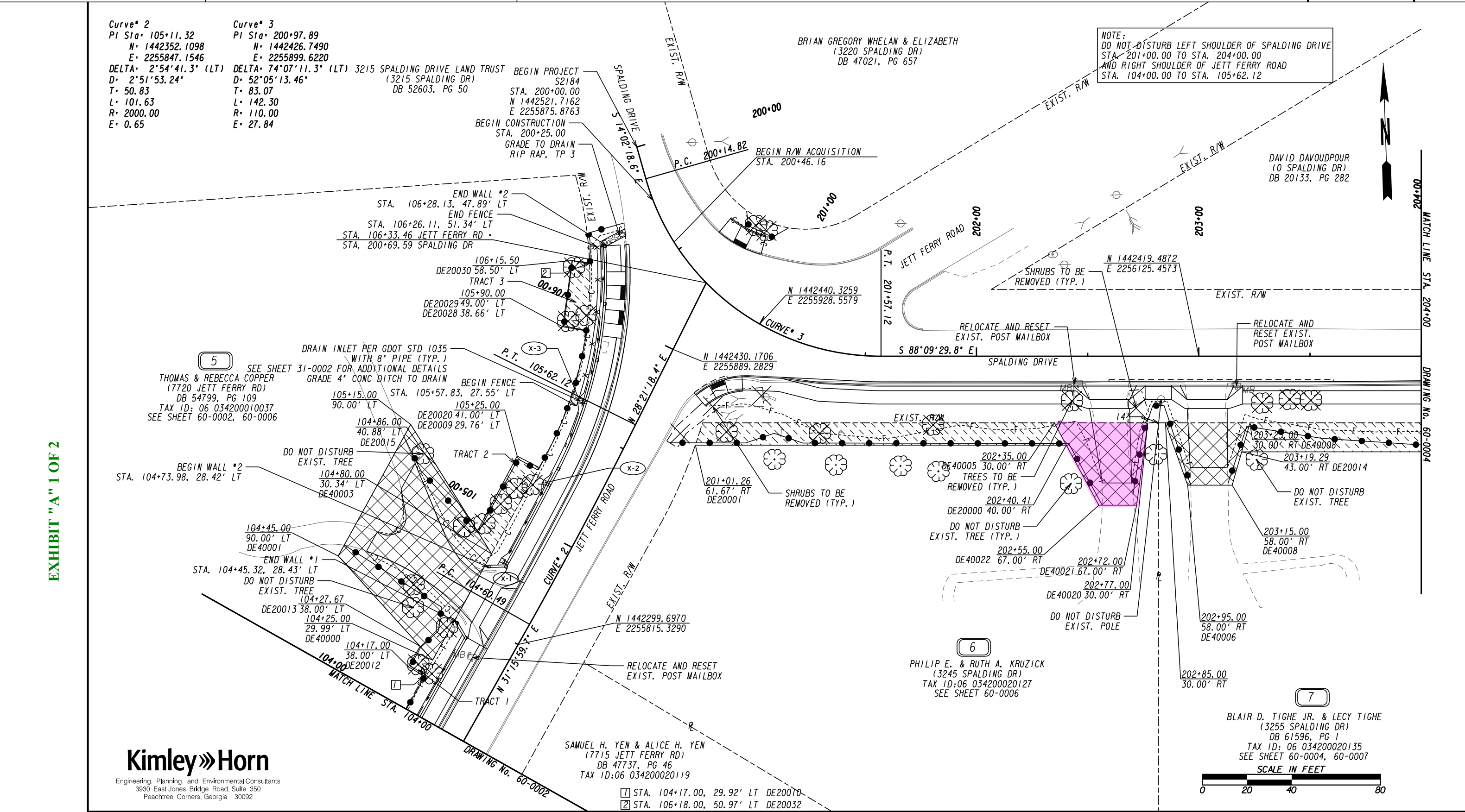
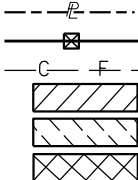


EXHIBIT "A" 1 OF 2

Kimley»Horn
Engineering, Planning, and Environmental Consultants
3930 East Jones Bridge Road, Suite 350
Peachtree Corners, Georgia 30092

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



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
TREE PROTECTION FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
11/25/24	REV PAR 6 DWESMT		
04/28/25	REV PAR 5 TESMT		
06/04/25	REV PAR 6 DWESMT; ADD PAR 6 TESMT		

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS	
RIGHT OF WAY MAP	
PROJECT NO: S2184	7705-7720 Jett Ferry Road
COUNTY: FULTON	3220-3395 Spalding Drive
LAND LOT NO: 342	7715-7720 Ryefield Drive
LAND DISTRICT: 6	7650-7655 Dunvegan Close
GMD: N/A	DRAWING No.
DATE	60-0003
SH 3 OF 7	Page 40 of 312

PARCEL 2 REQ'D TEMP. EASM'T DE20002			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20002	30.26 R	101+35.00	JETT FERRY ROAD
	176.64	N 30°48'04.9" E	
6	30.68 R	103+11.75	JETT FERRY ROAD
	14.97	S 7°41'27.7" E	
DE20004	40.00 R	103+00.00	JETT FERRY ROAD
	119.90	S 30°39'30.7" W	
DE20005	40.00 R	101+80.00	JETT FERRY ROAD
	46.04	S 42°51'12.6" W	
DE20002	30.26 R	101+35.00	JETT FERRY ROAD
REQD EASMT	= 1405.70	SF	
REQD EASMT	= 0.032	ACRES	

PARCEL 5 REQ'D TEMP. EASM'T TRACT 1 DE20004			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20010	29.92 L	104+17.00	JETT FERRY ROAD
	8.08	N 58°44'00.3" W	
DE20012	38.00 L	104+17.00	JETT FERRY ROAD
	10.67	N 31°15'59.7" E	
DE20013	38.00 L	104+27.67	JETT FERRY ROAD
	8.45	S 40°18'09.7" E	
DE40000	29.99 L	104+25.00	JETT FERRY ROAD
	8.00	S 30°48'04.9" W	
DE20010	29.92 L	104+17.00	JETT FERRY ROAD
REQD EASMT	= 75.08	SF	
REQD EASMT	= 0.002	ACRES	

PARCEL 5 REQ'D TEMP. EASM'T TRACT 2 DE20009			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40003	30.34 L	104+80.00	JETT FERRY ROAD
	12.08	N 30°09'16.1" W	
DE20015	40.88 L	104+86.00	JETT FERRY ROAD
	38.20	N 29°47'26.3" E	
DE20020	41.00 L	105+25.00	JETT FERRY ROAD
	11.24	S 60°34'53.1" E	
DE20009	29.76 L	105+25.00	JETT FERRY ROAD
	44.33	S 30°48'04.9" W	
DE40003	30.34 L	104+80.00	JETT FERRY ROAD
REQD EASMT	= 448.59	SF	
REQD EASMT	= 0.010	ACRES	

PARCEL 5 REQ'D TEMP. EASM'T TRACT 3 DE20009			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20028	38.66 L	105+90.00	JETT FERRY ROAD
	10.77	N 77°49'32.7" W	
DE20029	49.00 L	105+87.00	JETT FERRY ROAD
	30.04	N 9°55'12.5" E	
DE20030	58.50 L	106+15.50	JETT FERRY ROAD
	7.94	S 80°00'03.7" E	
DE20032	50.97 L	106+18.00	JETT FERRY ROAD
ARC LENGTH	= 30.63		
CHORD BEAR	= S 4°37'56.3" W		
LNTH CHORD	= 30.58		
RADIUS	= 170.00		
DEGREE	= 33°42'12.2"		
DE20028	38.66 L	105+90.00	JETT FERRY ROAD
REQD EASMT	= 296.50	SF	
REQD EASMT	= 0.007	ACRES	

PARCEL 5 REQ'D DRWY. EASM'T DE40001			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40000	29.99 L	104+25.00	JETT FERRY ROAD
	63.26	N 40°18'09.7" W	
DE40001	90.00 L	104+45.00	JETT FERRY ROAD
	67.54	N 30°39'53.6" E	
DE40002	90.00 L	105+15.00	JETT FERRY ROAD
	68.64	S 30°09'16.1" E	
DE40003	30.34 L	104+80.00	JETT FERRY ROAD
	54.71	S 30°48'04.9" W	
DE40000	29.99 L	104+25.00	JETT FERRY ROAD
REQD EASMT	= 3661.10	SF	
REQD EASMT	= 0.084	ACRES	

PARCEL 6 REQ'D TEMP. EASM'T DE20011			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
13	51.39 R	200+99.84	SPALDING DRIVE
	158.17	S 88°09'29.8" E	
DE40005	30.00 R	202+35.00	SPALDING DRIVE
	11.37	S 26°33'04.7" E	
DE20000	40.00 R	202+40.41	SPALDING DRIVE
	166.77	N 88°09'29.8" W	
DE20001	61.67 R	201+01.26	SPALDING DRIVE
ARC LENGTH	= 10.50		
CHORD BEAR	= N 19°32'35.3" E		
LNTH CHORD	= 10.50		
RADIUS	= 230.00		
DEGREE	= 24°54'40.4"		
13	51.39 R	200+99.84	SPALDING DRIVE
REQD EASMT	= 1624.28	SF	
REQD EASMT	= 0.037	ACRES	

PARCEL 6 REQ'D DRWY. EASM'T DE40007			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40005	30.00 R	202+35.00	SPALDING DRIVE
	42.00	S 88°09'29.8" E	
DE40020	30.00 R	202+77.00	SPALDING DRIVE
	37.34	S 9°32'16.0" W	
DE40021	67.00 R	202+72.00	SPALDING DRIVE
	17.00	N 88°09'29.8" W	
DE40022	67.00 R	202+55.00	SPALDING DRIVE
	42.06	N 26°33'04.7" W	
DE40005	30.00 R	202+35.00	SPALDING DRIVE
REQD EASMT	= 1091.50	SF	
REQD EASMT	= 0.025	ACRES	

EXHIBIT "A" 2 OF 2

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

Cross Reference:
Deed Book: 5868; Page: 24
TAX ID# 06-0342-0002-012-7
Address: 3245 Spalding Dr.

TEMPORARY CONSTRUCTION EASEMENT

**STATE OF GEORGIA
FULTON COUNTY**

THIS CONVEYANCE made and executed the 27th day of June, 2025.

WHEREAS, the City of Sandy Springs in the County of Fulton, Georgia desires to construct a sidewalk project along Jett Ferry Road and Spalding Drive, known as Project No. S2184

NOW, THEREFORE, for value received, the Undersigned RUTH A. KRUZICK A/K/A RUTH ANN KRUZICK do hereby grant a Temporary Construction Easement to the CITY OF SANDY SPRINGS, GA, (the "City") the right to execute certain construction over and upon my(our) land abutting on and adjacent to the City right of way in such manner as the City may deem proper to support or accommodate the improvements of said project. The easement areas are shown on the attached plat labeled Exhibits "A" and "B". Any slopes will remain in place and the City will cease to maintain the slopes upon completion and final acceptance of the project by the City of Sandy Springs Public Works Department.

The Temporary Construction Easement granted herein shall commence upon the City's use of this Easement for construction of the Project, and it shall terminate two years from commencement of the City's use of the easement or upon the completion and final acceptance of the Project by the City of Sandy Springs Public Works Department, whichever date shall first occur. Upon the completion and final acceptance of the Project, Grantor may file a notice to terminate the easement.

I(we) hereby warrant that I(we) have the right to sell and/or convey said land and bind, myself (ourselves), my(our) heirs, executors and administrators forever and defend by virtue of these presents.

[Signatures on the following page]

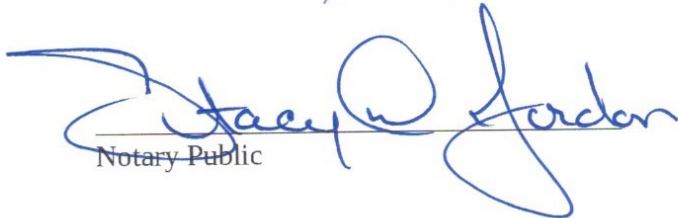
In Witnesseth whereof, I(we) have hereunto set our hands and seal the day above written.

Signed, Sealed and Delivered this 27th day of June, 2025 in the presence of:



Witness Brian Simon

Ruth Kruzick (L.S.)
Name: RUTH A. KRUZICK,
A/K/A RUTH ANN KRUZICK



Notary Public



Curve* 2

PI Sta* 105+11.32

N* 1442352.1098

E* 2255847.1546

DELTA* 2°54'41.3" (LT)

D* 2°51'53.24"

T* 50.83

L* 101.63

R* 2000.00

E* 0.65

Curve* 3

PI Sta* 200+97.89

N* 1442426.7490

E* 2255899.6220

DELTA* 74°07'11.3" (LT)

D* 52°05'13.46"

T* 83.07

L* 142.30

R* 110.00

E* 27.84

3215 SPALDING DRIVE LAND TRUST
(3215 SPALDING DR)
DB 52603, PG 50

BEGIN PROJECT
S2184
STA. 200+00.00
N 1442521.7162
E 2255875.8763
BEGIN CONSTRUCTION
STA. 200+25.00
GRADE TO DRAIN
RIP RAP, TP 3

BRIAN GREGORY WHELAN & ELIZABETH
(3220 SPALDING DR)
DB 47021, PG 657

NOTE:
DO NOT DISTURB LEFT SHOULDER OF SPALDING DRIVE
STA. 201+00.00 TO STA. 204+00.00
AND RIGHT SHOULDER OF JETT FERRY ROAD
STA. 104+00.00 TO STA. 105+62.12

DAVID DAVOUDPOUR
(0 SPALDING DR)
DB 20133, PG 282

5
SEE SHEET 31-0002 FOR ADDITIONAL DETAILS
THOMAS & REBECCA COPPER
(7720 JETT FERRY RD)
DB 54799, PG 109
TAX ID: 06 034200010037
SEE SHEET 60-0002, 60-0006

BEGIN WALL *2
STA. 104+73.98, 28.42' LT

END WALL *1
STA. 104+45.32, 28.43' LT
DO NOT DISTURB
EXIST. TREE

DO NOT DISTURB
EXIST. TREE

RELOCATE AND RESET
EXIST. POST MAILBOX

SAMUEL H. YEN & ALICE H. YEN
(7715 JETT FERRY RD)
DB 47737, PG 46
TAX ID: 06 034200020119

6
PHILIP E. & RUTH A. KRIZICK
(3245 SPALDING DR)
TAX ID: 06 034200020127
SEE SHEET 60-0006

7
BLAIR D. TIGHE JR. & LECY TIGHE
(3255 SPALDING DR)
DB 61596, PG 1
TAX ID: 06 034200020135
SEE SHEET 60-0004, 60-0007

Kimley»Horn

Engineering, Planning, and Environmental Consultants
3930 East Jones Bridge Road, Suite 350
Peachtree Corners, Georgia 30092

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
TREE PROTECTION FENCE
ESA - ENV. SENSITIVE AREA

1 STA. 104+17.00, 29.92' LT DE20010
2 STA. 106+18.00, 50.97' LT DE20032

DATE	REVISIONS	DATE	REVISIONS
11/25/24	REV PAR 6 DWESMT		
04/28/25	REV PAR 5 TESMT		
06/04/25	REV PAR 6 DWESMT; ADD PAR 6 TESMT		

CITY OF SANDY SPRINGS

RIGHT OF WAY MAP

PROJECT NO: S2184
COUNTY: FULTON
LAND LOT NO: 342
LAND DISTRICT: 6
GMD: N/A
DATE

SH 3 OF 7

7705-7720 Jett Ferry Road
3220-3395 Spalding Drive
7715-7720 Wyfield Drive
7650-7655 Dunvegan Close

DRAWING No.

60-0003

Page 44 of 312

PARCEL 2 REQ'D TEMP. EASM'T DE20002			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20002	30.26 R	101+35.00	JETT FERRY ROAD
	176.64	N 30°48'04.9" E	
6	30.68 R	103+11.75	JETT FERRY ROAD
	14.97	S 7°41'27.7" E	
DE20004	40.00 R	103+00.00	JETT FERRY ROAD
	119.90	S 30°39'30.7" W	
DE20005	40.00 R	101+80.00	JETT FERRY ROAD
	46.04	S 42°51'12.6" W	
DE20002	30.26 R	101+35.00	JETT FERRY ROAD
REQD EASMT	= 1405.70	SF	
REQD EASMT	= 0.032	ACRES	

PARCEL 5 REQ'D TEMP. EASM'T TRACT 1 DE20004			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20010	29.92 L	104+17.00	JETT FERRY ROAD
	8.08	N 58°44'00.3" W	
DE20012	38.00 L	104+17.00	JETT FERRY ROAD
	10.67	N 31°15'59.7" E	
DE20013	38.00 L	104+27.67	JETT FERRY ROAD
	8.45	S 40°18'09.7" E	
DE40000	29.99 L	104+25.00	JETT FERRY ROAD
	8.00	S 30°48'04.9" W	
DE20010	29.92 L	104+17.00	JETT FERRY ROAD
REQD EASMT	= 75.08	SF	
REQD EASMT	= 0.002	ACRES	

PARCEL 5 REQ'D TEMP. EASM'T TRACT 2 DE20009			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40003	30.34 L	104+80.00	JETT FERRY ROAD
	12.08	N 30°09'16.1" W	
DE20015	40.88 L	104+86.00	JETT FERRY ROAD
	38.20	N 29°47'26.3" E	
DE20020	41.00 L	105+25.00	JETT FERRY ROAD
	11.24	S 60°34'53.1" E	
DE20009	29.76 L	105+25.00	JETT FERRY ROAD
	44.33	S 30°48'04.9" W	
DE40003	30.34 L	104+80.00	JETT FERRY ROAD
REQD EASMT	= 448.59	SF	
REQD EASMT	= 0.010	ACRES	

PARCEL 5 REQ'D TEMP. EASM'T TRACT 3 DE20009			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20028	38.66 L	105+90.00	JETT FERRY ROAD
	10.77	N 77°49'32.7" W	
DE20029	49.00 L	105+87.00	JETT FERRY ROAD
	30.04	N 9°55'12.5" E	
DE20030	58.50 L	106+15.50	JETT FERRY ROAD
	7.94	S 80°00'03.7" E	
DE20032	50.97 L	106+18.00	JETT FERRY ROAD
ARC LENGTH	= 30.63		
CHORD BEAR	= S 4°37'56.3" W		
LNTH CHORD	= 30.58		
	RADIUS = 170.00		
	DEGREE = 33°42'12.2"		
DE20028	38.66 L	105+90.00	JETT FERRY ROAD
REQD EASMT	= 296.50	SF	
REQD EASMT	= 0.007	ACRES	

PARCEL 5 REQ'D DRWY. EASM'T DE40001			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40000	29.99 L	104+25.00	JETT FERRY ROAD
	63.26	N 40°18'09.7" W	
DE40001	90.00 L	104+45.00	JETT FERRY ROAD
	67.54	N 30°39'53.6" E	
DE40002	90.00 L	105+15.00	JETT FERRY ROAD
	68.64	S 30°09'16.1" E	
DE40003	30.34 L	104+80.00	JETT FERRY ROAD
	54.71	S 30°48'04.9" W	
DE40000	29.99 L	104+25.00	JETT FERRY ROAD
REQD EASMT	= 3661.10	SF	
REQD EASMT	= 0.084	ACRES	

PARCEL 6 REQ'D TEMP. EASM'T DE20011			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
13	51.39 R	200+99.84	SPALDING DRIVE
	158.17	S 88°09'29.8" E	
DE40005	30.00 R	202+35.00	SPALDING DRIVE
	11.37	S 26°33'04.7" E	
DE20000	40.00 R	202+40.41	SPALDING DRIVE
	166.77	N 88°09'29.8" W	
DE20001	61.67 R	201+01.26	SPALDING DRIVE
ARC LENGTH	= 10.50		
CHORD BEAR	= N 19°32'35.3" E		
LNTH CHORD	= 10.50		
	RADIUS = 230.00		
	DEGREE = 24°54'40.4"		
13	51.39 R	200+99.84	SPALDING DRIVE
REQD EASMT	= 1624.28	SF	
REQD EASMT	= 0.037	ACRES	

PARCEL 6 REQ'D DRWY. EASM'T DE40007			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40005	30.00 R	202+35.00	SPALDING DRIVE
	42.00	S 88°09'29.8" E	
DE40020	30.00 R	202+77.00	SPALDING DRIVE
	37.34	S 9°32'16.0" W	
DE40021	67.00 R	202+72.00	SPALDING DRIVE
	17.00	N 88°09'29.8" W	
DE40022	67.00 R	202+55.00	SPALDING DRIVE
	42.06	N 26°33'04.7" W	
DE40005	30.00 R	202+35.00	SPALDING DRIVE
REQD EASMT	= 1091.50	SF	
REQD EASMT	= 0.025	ACRES	

EXHIBIT "B" 1 OF 2

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE ACCEPTANCE OF A TEMPORARY CONSTRUCTION EASEMENT
AND EASEMENT FOR THE CONSTRUCTION OF DRIVEWAY ON THAT CERTAIN TRACT OF
LAND LOCATED AT 3245 SPALDING DRIVE, (TAX ID# 06-0342-0002-012-7), LAND LOT 342 OF
THE 6TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the S2184 Jett Ferry Road at Spalding Drive Sidewalk Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 1,624.28 square feet of Temporary Construction Easement and 1,091.50 square feet of Easement for the Construction of Driveway (“Agreement”), located at 3245 Spalding Drive (Tax Id# 06-0342-0002-012-7), in Land Lot 342 of the 6th District, Fulton County, City of Sandy Springs, Georgia (“Property”), and owned by Ruth A. Kruzick; A/K/A Ruth Ann Kruzick (“Owner”); and

WHEREAS, City staff has reached an agreement in which the Owner is willingly donating the required Property; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreements; and

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

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

1. That the attached Agreements are hereby approved;
2. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
3. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 5th day of August, 2025.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: July 9, 2025 Submission for the August 5, 2025 City Council Meeting
ITEM: Request for Mayor and City Council to Approve Acceptance of an Easement for the Construction of Driveway related to property located at 3285 Spalding Drive in Land Lot 342 of the 6th District, City of Sandy Springs, Fulton County, Georgia (Tax ID #06-0342-0002-016-8) in relation to the S2184 Jett Ferry Road at Spalding Drive Sidewalk Project.

Recommendation:

Staff recommends that the Mayor and City Council accept an Easement for the Construction of Driveway ("Agreement") related to property located 3285 Spalding Drive in Land Lot 342 of the 6th District, City of Sandy Springs, Fulton County, Georgia (Tax ID #06-0342-0002-016-8) in relation to the S2184 Jett Ferry Road at Spalding Drive Sidewalk Project. The subject property is owned by Caleb Fisher and Lexi Fisher.

Background:

The acquisition of 600.00 square feet of Easement for Construction of Driveway on the subject property is necessary to construct the S2184 Jett Ferry Road at Spalding Drive Sidewalk Project.

Discussion:

There is no compensation offered for such easements. Property Owner willfully executed the easement document. Therefore, Staff hereby recommends Council's approval of the Agreement.

Financial Impact:

Property Owners have agreed to donate the required easement rights at no cost to the City.

Alternatives:

The acquisition reflects the minimum amount of property rights required to deliver the desired project. The City can decline to accept and approve the Agreement and not execute the project as designed.

Review:

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

Created/Initiated - 7/24/2025
Approved - 7/24/2025
Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. Aerial Map
2. GIS Map
3. Executed DWE. 3285 SD.Fisher
4. Resolution



0 0 0 0 mi

Date: 6/30/2025
Map Size: 8.5x11 (LETTER)



3285 Spalding Drive/Fisher

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.

0 0 0 0 mi



Date: 6/30/2025
Map Size: 8.5x11 (LETTER)

3285 Spalding Drive/Fisher

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



FULTON
COUNTY
50 of 312

EASEMENT FOR THE CONSTRUCTION OF DRIVEWAY

**STATE OF GEORGIA
FULTON COUNTY**

THIS CONVEYANCE made and executed the 26 day of JUNE, 2025.

WHEREAS, the City of Sandy Springs in the County of Fulton, Georgia desires to construct the S2184 Jett Ferry Road/Spalding Drive Sidewalk Project Improvements Project.

NOW, THEREFORE, for value received, the Undersigned CALEB FISHER AND LEXI FISHER, do hereby grant an Easement for the Construction of Driveway ("Easement") to the CITY OF SANDY SPRINGS, GA, (the "City") the right to execute certain construction over and upon our land abutting on and adjacent to the City right of way in such manner as the City may deem proper to support or accommodate the improvements of said project. The easement area is shown and highlighted in Pink on the attached plat labeled Exhibit "A". Any slopes (if any) will remain in place and the City will cease to maintain the slopes upon completion and final acceptance of the project by the City of Sandy Springs Public Works Department.

Said Easement for the Construction of Driveway granted herein shall commence upon the City's use of the Easement for construction of the S2184 Project and shall terminate Two (2) years from the commencement of the City's use of this Easement; or upon the completion and City's final acceptance of the S2184 Project, whichever date shall first occur.

We hereby warrant that we have the right to sell and/or convey said land and bind, ourselves, our heirs, executors and administrators forever and defend by virtue of these presents.

[Signatures on the following page]

In Witnesseth whereof, we have hereunto set our hands and seal the day above written.

Signed, Sealed and Delivered this 26 day of JUNE, 2025 in the presence of:

Geneva Barnhill
Witness

Conrad Maxwell-Girod
Notary Public

By: [Signature] (L.S.)
Name: CALEB FISHER

{Notary Seal}



Geneva Barnhill
Witness

Conrad Maxwell-Girod
Notary Public

By: [Signature] (L.S.)
Name: LEXI FISHER

{Notary Seal}



PARCEL 8	REQ'D TEMP.	EASM'T	DE20006

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

17	30.00 R	204+31.83	SPALDING DRIVE
	38.17	S 88°09'29.8" E	
DE20018	30.00 R	204+70.00	SPALDING DRIVE
	13.00	S 1°50'30.2" W	
DE20019	43.00 R	204+70.00	SPALDING DRIVE
	38.17	N 88°09'29.8" W	
DE20016	43.00 R	204+31.83	SPALDING DRIVE
	13.00	N 1°50'30.2" E	
17	30.00 R	204+31.83	SPALDING DRIVE
REQD EASMT	= 496.23	SF	
REQD EASMT	= 0.011	ACRES	

PARCEL 8	REQ'D DRWY.	EASM'T	DE40004

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

DE20018	30.00 R	204+70.00	SPALDING DRIVE
	55.00	S 88°09'29.8" E	
DE40009	30.00 R	205+25.00	SPALDING DRIVE
	37.00	S 1°50'30.2" W	
DE40010	67.00 R	205+25.00	SPALDING DRIVE
	55.00	N 88°09'29.8" W	
DE40011	67.00 R	204+70.00	SPALDING DRIVE
	37.00	N 1°50'30.2" E	
DE20018	30.00 R	204+70.00	SPALDING DRIVE
REQD EASMT	= 2035.00	SF	
REQD EASMT	= 0.047	ACRES	

PARCEL 9	REQ'D TEMP.	EASM'T	TRACT 1 DE20007

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

19	30.00 R	205+81.83	SPALDING DRIVE
	13.17	S 88°09'29.8" E	
DE20021	30.00 R	205+95.00	SPALDING DRIVE
	5.00	S 1°50'30.2" W	
DE20022	35.00 R	205+95.00	SPALDING DRIVE
	13.17	N 88°09'29.8" W	
DE20023	35.00 R	205+81.83	SPALDING DRIVE
	5.00	N 1°50'30.2" E	
19	30.00 R	205+81.83	SPALDING DRIVE
REQD EASMT (TRACT 1)	= 65.86	SF	
REQD EASMT (TRACT 1)	= 0.002	ACRES	

PARCEL 9	REQ'D TEMP.	EASM'T	TRACT 2 DE20008

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

DE20024	30.00 R	206+53.00	SPALDING DRIVE
	30.00	S 88°09'29.8" E	
DE20025	30.00 R	206+83.00	SPALDING DRIVE
	10.00	S 1°50'30.2" W	
DE20026	40.00 R	206+83.00	SPALDING DRIVE
	30.00	N 88°09'29.8" W	
DE20027	40.00 R	206+53.00	SPALDING DRIVE
	10.00	N 1°50'30.2" E	
DE20024	30.00 R	206+53.00	SPALDING DRIVE
REQD EASMT (TRACT 2)	= 300.00	SF	
REQD EASMT (TRACT 2)	= 0.007	ACRES	

REQD EASMT (TRACT 1-2) = 365.86 SF
REQD EASMT (TRACT 1-2) = 0.008 ACRES

PARCEL 9	REQ'D DRWY.	EASM'T	DE40005

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

DE40012	30.00 R	207+10.00	SPALDING DRIVE
	28.91	S 88°09'29.8" E	
21	30.00 R	207+38.91	SPALDING DRIVE
	30.00	S 1°50'30.2" W	
DE40013	60.00 R	207+38.91	SPALDING DRIVE
	28.91	N 88°09'29.8" W	
DE40014	60.00 R	207+10.00	SPALDING DRIVE
	30.00	N 1°50'30.2" E	
DE40012	30.00 R	207+10.00	SPALDING DRIVE
REQD EASMT	= 867.23	SF	
REQD EASMT	= 0.020	ACRES	

PARCEL 10	REQ'D DRWY.	EASM'T	DE40006

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

DE40016	30.00 R	207+50.00	SPALDING DRIVE
	30.00	S 88°09'29.8" E	
DE40017	30.00 R	207+80.00	SPALDING DRIVE
	20.00	S 1°50'30.2" W	
DE40018	50.00 R	207+80.00	SPALDING DRIVE
	30.00	N 88°09'29.8" W	
DE40019	50.00 R	207+50.00	SPALDING DRIVE
	20.00	N 1°50'30.2" E	
DE40016	30.00 R	207+50.00	SPALDING DRIVE
REQD EASMT	= 600.00	SF	
REQD EASMT	= 0.014	ACRES	

EXHIBIT "A" 2 OF 2

Kimley»Horn

Engineering, Planning, and Environmental Consultants
3930 East Jones Bridge Road, Suite 350
Peachtree Corners, Georgia 30092

DATE	REVISIONS	DATE	REVISIONS
10/02/24	REV PAR 9 TESMT TRACT 2		
01/17/25	ADD PAR 10 DWESMT		

CITY OF SANDY SPRINGS

RIGHT OF WAY MAP

PROJECT NO: S2184
COUNTY: FULTON
LAND LOT NO: 338, 342
LAND DISTRICT: 6
GMD: N/A
DATE

SH 7 OF 7

DRAWING No.

60-0007

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE ACCEPTANCE OF AN EASEMENT FOR THE CONSTRUCTION OF DRIVEWAY ON THAT CERTAIN TRACT OF LAND LOCATED AT 3285 SPALDING DRIVE, (TAX ID# 06-0342-0002-016-8), LAND LOT 342 OF THE 6TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the S2184 Jett Ferry Road at Spalding Drive Sidewalk Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 600.00 square feet of an Easement for the Construction of Driveway (“Agreement”), located at 3285 Spalding Drive (Tax Id# 06-0342-0002-016-8), in Land Lot 342 of the 6th District, Fulton County, City of Sandy Springs, Georgia (“Property”), and owned by Caleb Fisher and Lexi Fisher (“Owners”); and

WHEREAS, City staff has obtained a willfully executed agreement; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement; and

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

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

1. That the attached Agreement is hereby approved;
2. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
3. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 5th day of August, 2025.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members

FROM: Dan Lee, City Attorney

DATE: July 22, 2025 Submission for the August 5, 2025 Meeting

ITEM: Request for Mayor and City Councils Consideration to Accept a Purchase and Sale Agreement for Fee Simple Right-Of-Way and a Temporary Construction Easement Located in Land Lot 94 in the 5th District of Fulton County, Georgia and More Commonly Known as 4520 Roswell Road and 4540 Roswell Road and for the Acceptance of All Deeds Associated with the Transaction as to Relates to Project No. T0019

Recommendation:

The City Attorney recommends that City Council accept the attached Purchase and Sale Agreement to acquire property rights and interests located in Land Lot 94 of the 5th District of Fulton County, Georgia, and more commonly known as 4520 Roswell Road (Tax ID: 17-0094-0001-093-5)(Project Parcel No. 2) and 4540 Roswell Road (Tax ID: 17-0094-0001-094-3)(Project Parcel No. 3) (the “Properties”), and further recommends for the acceptance of all deeds associated with the transaction.

Background:

These properties are a part of the Roswell Road Transit and Streetscape Project (Project No. T0019)(the “Project”). In order to construct the Project, fee simple rights are required over, under, and through the Properties, within the city limits of the City of Sandy Springs (the “City”).

Discussion:

The two (2) adjacent parcels are located on the west side of Roswell Road (SR9) across from the intersection of Windsor Parkway NE, in a primarily commercial and multi-family residential area. The Property commonly known as 4520 Roswell Road (Tax ID: 17-0094-0001-093-5) is currently home to a Starbucks Coffee franchise, and the property commonly known as 4540 Roswell Road (Tax ID: 17-0094-0001-094-3) is currently a bicycle shop, Peachtree Bikes.

The adjacent parcels are both owned by Abbbco Ventures, LLC, a Georgia limited liability company, whose managing member is Mrs. Charlotte Marks (the “Property Owner”). The City is seeking 104.96 sq. ft. in Fee Simple Right-of-Way and 529.43 sq. ft. of Temporary Construction Easement within Project Parcel No. 2, and 569.56 sq. ft. of Fee Simple Right-of-Way within Project Parcel No. 3.

Financial Impact:

City Staff and the Property Owner have successfully negotiated a purchase price for the property rights sought by the City in order to begin execution of the Project, in an amount of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00).

Alternatives:

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

Review:

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

Created/Initiated - 7/29/2025
Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. RESOLUTION- Abbbco Ventures, LLC
2. PSA- ABBBCO VENTURES LLC
3. P2 ABBBCO Ventures LLC Colored Plat and Table
4. P3 ABBBCO Ventures Colored Plats and Table

**STATE OF GEORGIA
COUNTY OF FULTON**

A RESOLUTION TO ACCEPT A PURCHASE AND SALE AGREEMENT FOR FEE SIMPLE RIGHT-OF-WAY AND A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN LAND LOT 94 IN THE 5TH DISTRICT OF FULTON COUNTY, GEORGIA AND MORE COMMONLY KNOWN AS 4520 ROSWELL ROAD AND 4540 ROSWELL ROAD; AND FOR THE ACCEPTANCE OF ALL DEEDS ASSOCIATED WITH THE TRANSACTION AS IT RELATES TO PROJECT NO. T0019

WHEREAS, the City of Sandy Springs (the "City") has determined it is necessary to improve pedestrian mobility and safety along Roswell Road, as it relates to the Roswell Road Transit and Streetscape Improvements Project (Project No: T0019) (the "Project"); and

WHEREAS, in order to construct the Project, fee simple rights are required over, under, and through the two (2) adjacent properties, both located in Land Lot 94 in the 5th District of Fulton County, Georgia and more commonly known as 4520 Roswell Road (Tax Parcel No.: 17-0094-0001-093-5)(Project Parcel No. 2) and 4540 Roswell Road (Tax ID: 17-0094-0001-094-3)(Project Parcel No. 3) (hereafter, the "Property") those rights being more particularly described in Exhibit "A": Acquisition Plans, attached hereto; and

WHEREAS, the adjacent properties, both owned by Abbbco Ventures, LLC, a Georgia limited liability company, whose managing member is Mrs. Charloette Marks (the "Property Owner"), consists of 104.96 sq. ft. of Fee Simple Right-of-Way and 529.43 sq. ft. of Temporary Construction Easement within Project Parcel No. 2 and 569.56 sq. ft. of Fee Simple Right-of-Way within Project Parcel No. 3; and

WHEREAS, City Staff and the Property Owner have negotiated a sale price, in good faith, in an amount of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) for the property rights and interests sought by the City in order to construct the Project; and

WHEREAS, the City desires to purchase the property rights and interests located at 4520 Roswell Road and 4540 Roswell Road, by way of the attached Purchase and Sale Agreement, in an amount of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00).

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

1. The Mayor and City Council approve the acceptance of the Purchase Sale Agreement in an amount of \$75,000.00, as well as the acceptance of all land transfer deed associated with the transaction; and
2. The City Attorney's office is hereby authorized to prepare and finalize a Purchase and Sale Agreement in an amount of \$75,000.00 for the property rights and interests as described herein; and
3. The City Manager and City Attorney are hereby authorized to take such actions as may be necessary to effectuate the intent of this Resolution.

SO RESOLVED this, the 5th day of August, 2025.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel González, City Clerk
{SEAL}



SANDY SPRINGS

GEORGIA

PURCHASE AND SALE AGREEMENT

OWNER: ABBBCO VENTURES, LLC

PROJECT NO. T-0019

PARCEL NO. 2 & 3

ADDRESS: 4520 Roswell Road, Sandy Springs (Fulton County), GA

TAX ID: 17 0094-0001-093-5

ADDRESS: 4540 Roswell Road, Sandy Springs (Fulton County), GA

TAX ID: 17 0094-0001-094-3

STATE OF GEORGIA

FULTON COUNTY

FOR AND IN CONSIDERATION of the sum of SEVENTY-FIVE THOUSAND and 00/100 DOLLARS (\$75,000.00), good and valuable consideration, upon closing ABBBCO VENTURES, LLC, a Georgia limited liability company, (hereinafter “Seller” or “Owner”) agrees to deliver to the CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation (the “City”) the following:

Fee Simple Right-of-Way and Temporary Construction Easement rights through that tract or parcel of land located in Land Lot 94, 5th District of Fulton County, Georgia, and being more particularly described in Exhibit “A”- Acquisition Plans attached hereto and made a part hereof by reference (the “Property”);

- 4520 Roswell Road, Sandy Springs (Fulton County), GA (Tax ID: 17 0094-0001-093-5)
Fee Simple Right-of-Way: 104.96 sq. ft.
Temporary Construction Easement: 529.43 sq. ft.
- 4540 Roswell Road, Sandy Springs (Fulton County), GA (Tax ID: 17 0094-0001-094-3)
Fee Simple Right-of-Way: 569.56 sq. ft.

Closing shall occur within thirty (30) days from the date of acceptance of this Purchase and Sale Agreement by the City of Sandy Springs, Georgia, Mayor and City Council. Time shall be of the essence with respect to this closing date.

Owner shall obtain all Quit Claim Deeds and/or Releases from any tenant and/or other parties now in possession and having any claim or interest in the property described above.



SANDY SPRINGS

GEORGIA

This Agreement shall not be binding until approved by the City of Sandy Springs, Georgia, Mayor and City Council.

IN WITNESS WHEREOF my hand and seal this ____ day of _____, 2025.

SELLER:
ABBBCO VENTURES, LLC

By: _____

Name: CHARLOTTE MARKS

Title: Managing Member

Sworn to and Subscribed before me
on this ____ day of _____
202__.

Notary Public
My Comm. Expires: _____

{S.E.A.L.}

CITY OF SANDY SPRINGS, GEORGIA

By: _____

Name: EDEN FREEMAN

Title: City Manager

Attest:

By: _____
Raquel D. González, City Clerk

{S.E.A.L.}



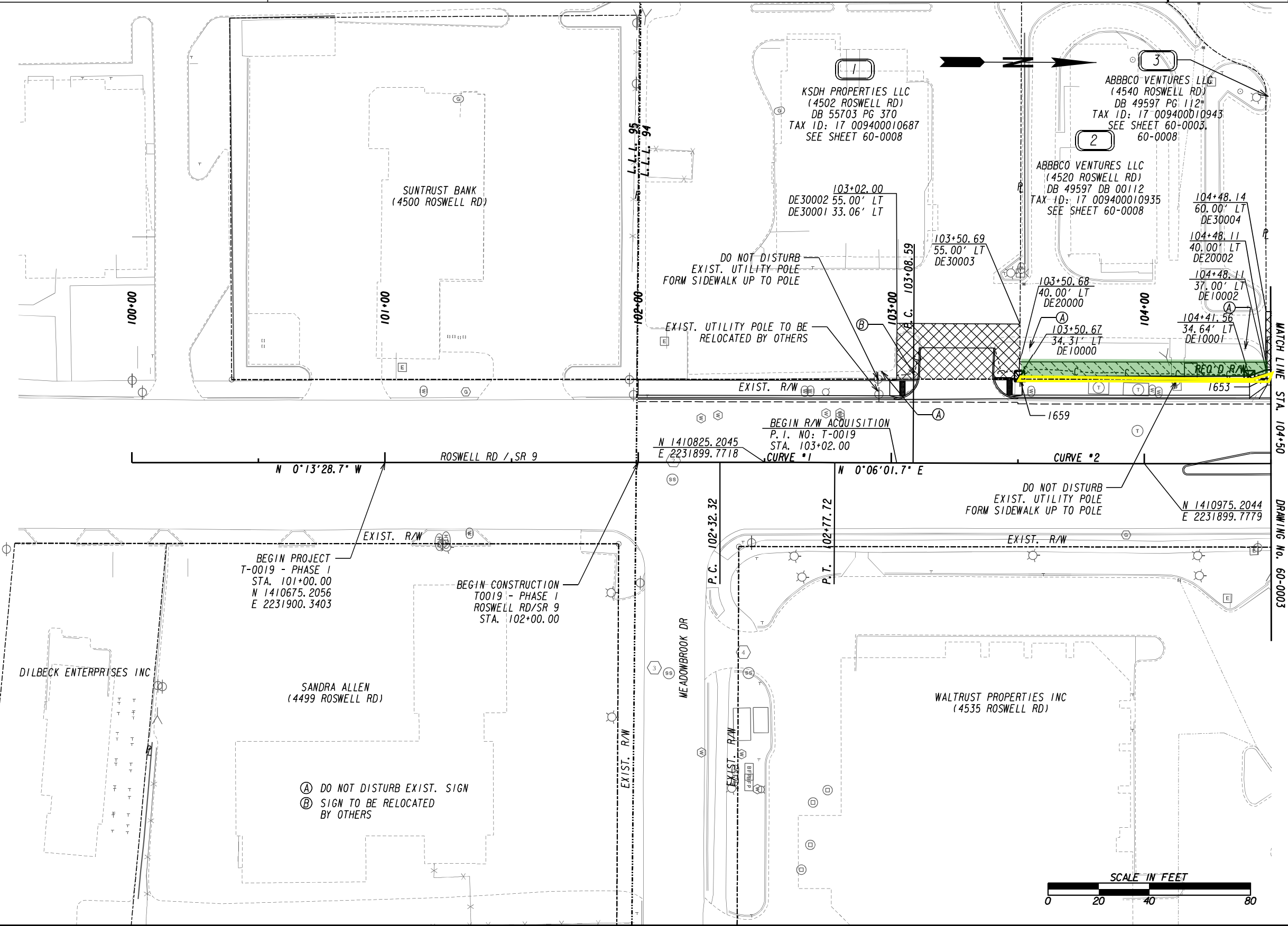
SANDY SPRINGS

GEORGIA

EXHIBIT "A"

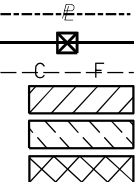
ACQUISITION PLANS

Curve # 1
PI Sta. 102+55.02
N= 1410830.2218
E= 2231899.7325
DELTA= 0°19'30.4" (RT)
D= 0°42'58.31"
T= 22.70
L= 45.40
R= 8000.00
E= 0.03
D.S.= 0

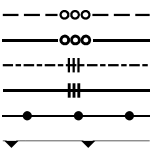


Kimley»Horn
Engineering, Planning, and Environmental Consultants
3930 East Jones Bridge Road, Suite 350
Peachtree Corners, Georgia 30092

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



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA



DATE	REVISIONS

DATE	REVISIONS

CITY OF SANDY SPRINGS
RIGHT OF WAY MAP
PROJECT NO: T0019 COUNTY: FULTON LAND LOT NO: 94 LAND DISTRICT: 17 GMD: N/A DATE: 08/20/24SH 2 OF 43
DRAWING No. 60-0002

PARCEL 1	REQ'D DRWY.	EASM'T.	DE30001

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

DE30001	33.06 L	103+02.00	SR 9/Roswell Rd
	21.94	N 89°53'58.3" W	
DE30002	55.00 L	103+02.00	SR 9/Roswell Rd
	48.57	N 0°03'01.5" E	
DE30003	55.00 L	103+50.69	SR 9/Roswell Rd
	21.69	S 89°58'04.8" E	
1659	33.31 L	103+50.67	SR 9/Roswell Rd
	48.60	S 0°14'43.5" E	
DE30001	33.06 L	103+02.00	SR 9/Roswell Rd
REQD EASMT	= 1060.05	SF	
REQD EASMT	= 0.024	ACRES	

PARCEL 2	REQ'D R/W	DE10002	

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

1659	33.31 L	103+50.67	SR 9/Roswell Rd
	1.00	S 89°48'25.4" W	
DE10000	34.31 L	103+50.67	SR 9/Roswell Rd
	90.74	N 0°21'31.4" W	
DE10001	34.64 L	104+41.56	SR 9/Roswell Rd
	6.95	N 20°09'25.1" W	
DE10002	37.00 L	104+48.11	SR 9/Roswell Rd
	3.35	N 89°44'42.0" E	
1653	33.65 L	104+48.10	SR 9/Roswell Rd
	97.27	S 0°21'31.4" E	
1659	33.31 L	103+50.67	SR 9/Roswell Rd
REQD R/W	= 104.96	SF	
REQD R/W	= 0.002	ACRES	
REMAINDER	= +/- 0.32	ACRES	

PARCEL 2	REQ'D TEMP.	EASM'T	DE20002

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

DE10000	34.31 L	103+50.67	SR 9/Roswell Rd
	5.69	N 89°53'24.0" W	
DE20000	40.00 L	103+50.68	SR 9/Roswell Rd
	97.24	N 0°09'34.8" W	
DE20002	40.00 L	104+48.11	SR 9/Roswell Rd
	3.00	N 89°49'42.6" E	
DE10002	37.00 L	104+48.11	SR 9/Roswell Rd
	6.95	S 20°09'25.1" E	
DE10001	34.64 L	104+41.56	SR 9/Roswell Rd
	90.74	S 0°21'31.4" E	
DE10000	34.31 L	103+50.67	SR 9/Roswell Rd
REQD EASMT	= 529.43	SF	
REQD EASMT	= 0.012	ACRES	

PARCEL 3	REQ'D R/W	DE10003	

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

1653	33.65 L	104+48.10	SR 9/Roswell Rd
	3.35	S 89°44'42.0" W	
DE10002	37.00 L	104+48.11	SR 9/Roswell Rd
	27.33	N 0°20'52.1" W	
DE10003	37.01 L	104+75.47	SR 9/Roswell Rd
	5.51	N 21°01'00.8" E	
DE10004	35.00 L	104+80.60	SR 9/Roswell Rd
	108.14	N 0°21'04.1" W	
DE10005	35.00 L	105+88.74	SR 9/Roswell Rd
	6.62	N 17°38'06.2" W	
DE10006	36.97 L	105+95.06	SR 9/Roswell Rd
	26.26	N 0°12'08.8" W	
DE10007	36.90 L	106+21.33	SR 9/Roswell Rd
	15.42	N 20°34'51.4" E	
1652	31.39 L	106+35.73	SR 9/Roswell Rd
	187.61	S 0°20'25.7" W	
1653	33.65 L	104+48.10	SR 9/Roswell Rd
REQD R/W	= 569.56	SF	
REQD R/W	= 0.013	ACRES	
REMAINDER	= +/- 2.8	ACRES	

PARCEL 3	REQ'D DRWY.	EASM'T.	TRACT 1 DE30003

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

DE10002	37.00 L	104+48.11	SR 9/Roswell Rd
	23.00	S 89°47'24.6" W	
DE30004	60.00 L	104+48.14	SR 9/Roswell Rd
	41.80	N 0°20'47.8" W	
DE30005	60.00 L	104+90.00	SR 9/Roswell Rd
	24.99	N 89°38'55.9" E	
DE30006	35.01 L	104+90.00	SR 9/Roswell Rd
	9.40	S 0°23'10.6" E	
DE10004	35.00 L	104+80.60	SR 9/Roswell Rd
	5.51	S 21°01'00.8" W	
DE10003	37.01 L	104+75.47	SR 9/Roswell Rd
	27.33	S 0°20'52.1" E	
DE10002	37.00 L	104+48.11	SR 9/Roswell Rd
REQD EASMT (TRACT 1)	= 985.86	SF	
REQD EASMT (TRACT 1)	= 0.023	ACRES	

PARCEL 3	REQ'D DRWY.	EASM'T.	TRACT 2 DE30004

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

DE30007	35.00 L	105+81.00	SR 9/Roswell Rd
	21.00	S 89°38'55.9" W	
DE30008	56.00 L	105+81.00	SR 9/Roswell Rd
	47.94	N 0°21'04.1" W	
DE30009	56.00 L	106+28.94	SR 9/Roswell Rd
	23.24	N 82°48'02.2" E	
DE30010	32.93 L	106+31.71	SR 9/Roswell Rd
	11.12	S 20°34'51.4" W	
DE10007	36.90 L	106+21.33	SR 9/Roswell Rd
	26.26	S 0°12'08.8" E	
DE10006	36.97 L	105+95.06	SR 9/Roswell Rd
	6.62	S 17°38'06.2" E	
DE10005	35.00 L	105+88.74	SR 9/Roswell Rd
	7.74	S 0°20'52.1" E	
DE30007	35.00 L	105+81.00	SR 9/Roswell Rd
REQD EASMT (TRACT 2)	= 976.81	SF	
REQD EASMT (TRACT 2)	= 0.022	ACRES	

REQD EASMT (TRACT 1-2) = 1962.67 SF
REQD EASMT (TRACT 1-2) = 0.045 ACRES

PARCEL 7	REQ'D R/W	DE10007	

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

1037	32.53 R	110+77.62	SR 9/Roswell Rd
	121.51	N 0°19'14.3" W	
1040	32.11 R	111+99.13	SR 9/Roswell Rd
	13.27	S 84°53'15.3" E	
DE10009	45.32 R	111+97.92	SR 9/Roswell Rd
	17.97	S 28°15'04.3" W	
DE10011	36.78 R	111+82.11	SR 9/Roswell Rd
	104.80	S 0°10'20.2" E	
DE10008	36.87 R	110+77.30	SR 9/Roswell Rd
	4.35	N 85°58'30.6" W	
1037	32.53 R	110+77.62	SR 9/Roswell Rd
REQD EASMT	= 617.46	SF	
REQD EASMT	= 0.014	ACRES	
REMAINDER	= +/- 0.54	ACRES	

PARCEL 7	REQ'D TEMP.	EASM'T	DE20007

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

DE30012	36.83 R	111+27.00	SR 9/Roswell Rd
	55.11	N 0°10'20.2" W	
DE10011	36.78 R	111+82.11	SR 9/Roswell Rd
	17.97	N 28°15'04.3" E	
DE10009	45.32 R	111+97.92	SR 9/Roswell Rd
	10.23	S 84°53'15.3" E	
DE20004	55.50 R	111+96.98	SR 9/Roswell Rd
	19.51	S 39°42'53.5" W	
DE20005	43.00 R	111+82.00	SR 9/Roswell Rd
	55.00	S 0°07'15.3" E	
DE20006	43.00 R	111+27.00	SR 9/Roswell Rd
	6.17	S 89°52'44.7" W	
DE30012	36.83 R	111+27.00	SR 9/Roswell Rd
REQD EASMT	= 472.94	SF	
REQD EASMT	= 0.011	ACRES	

PARCEL 7	REQ'D DRWY.	EASM'T.	DE30007

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

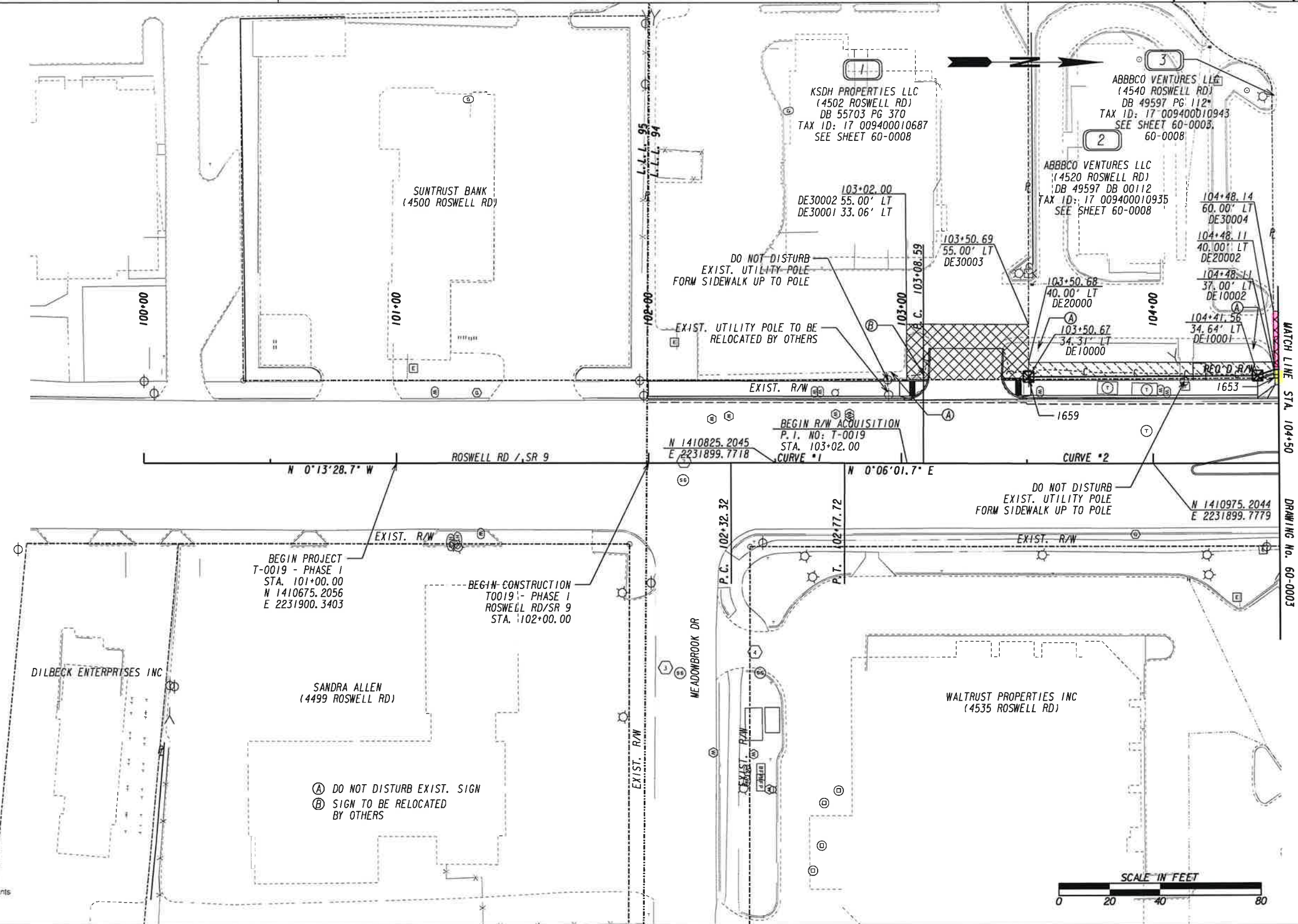
DE30011	36.86 R	110+87.87	SR 9/Roswell Rd
	39.13	N 0°10'18.0" W	
DE30012	36.83 R	111+27.00	SR 9/Roswell Rd
	14.17	N 89°52'44.7" E	
DE30013	51.00 R	111+27.00	SR 9/Roswell Rd
	39.00	S 0°07'15.3" E	
DE30014	51.00 R	110+88.00	SR 9/Roswell Rd
	14.14	S 89°20'01.1" W	
DE30011	36.86 R	110+87.87	SR 9/Roswell Rd
REQD EASMT	= 553.01	SF	
REQD EASMT	= 0.013	ACRES	

Kimley»Horn

Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

DATE	REVISIONS	DATE	REVISIONS	CITY OF SANDY SPRINGS	
				RIGHT OF WAY MAP	
				PROJECT NO: T0019	
				COUNTY: FULTON	
				LAND LOT NO: 94	
				LAND DISTRICT: 17	
				GMD: N/A	
				DATE: 08/20/24SH 8 OF 43	
				DRAWING No.	60-0008

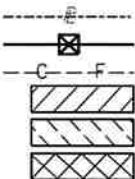
Curve # 1
PI Sta. 102+55.02
N= 1410830.2218
E= 2231899.7325
DELTA= 0°19'30.4" (RT)
D= 0°42'58.31"
T= 22.70
L= 45.40
R= 8000.00
E= 0.03
D.S.= 0



Kimley»Horn
Engineering, Planning, and Environmental Consultants
3930 East Jones Bridge Road, Suite 350
Peachtree Corners, Georgia 30092



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



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS

DATE	REVISIONS

CITY OF SANDY SPRINGS
RIGHT OF WAY MAP
PROJECT NO: T0019
COUNTY: FULTON
LAND LOT NO: 94
LAND DISTRICT: 17
GMD: N/A
DATE: 08/20/24SH 2 OF 43
DRAWING No.
60-0002

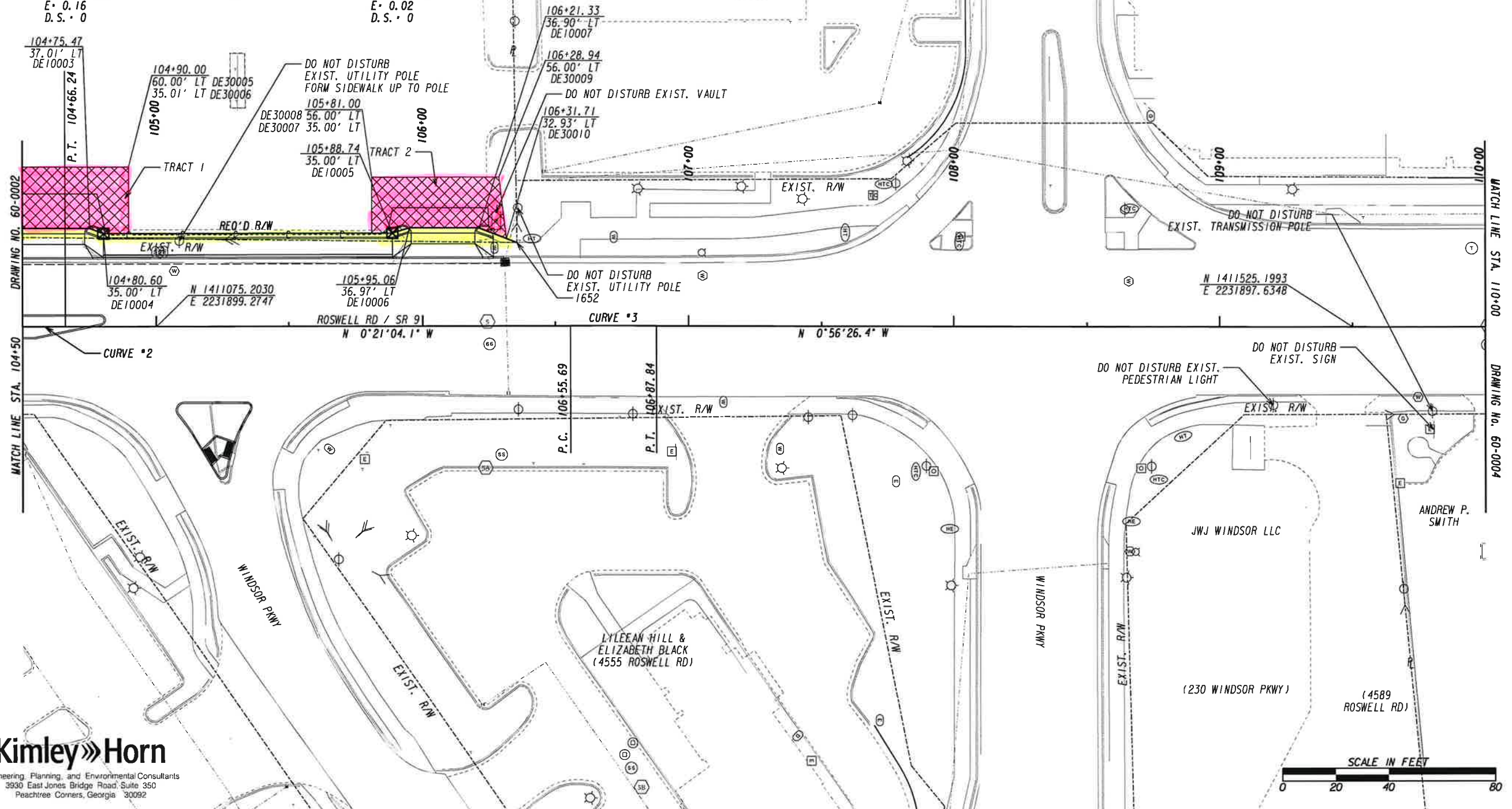
NOTE: BOTH INGRESS AND EGRESS POINTS
OF PARCEL 3 (DRIVEWAYS) WILL NOT BE
CLOSED AT THE SAME TIME

Curve* 2
PI Sta* 103+87.42
N* 1410962.6196
E* 2231899.9647
DELTA* 0°27'05.8" (LT)
D* 0°17'11.32"
T* 78.82
L* 157.65
R* 20000.00
E* 0.16
D.S.* 0

3
ABBCO VENTURES LLC
(4540 ROSWELL RD)
DB 49597 PG 112
TAX ID: 17 009400010943
SEE SHEET 60-0002,
60-0008

Curve* 3
PI Sta* 106+71.76
N* 1411246.9631
E* 2231898.2221
DELTA* 0°13'48.8" (RT)
D* 0°42'58.31"
T* 16.07
L* 32.14
R* 8000.00
E* 0.02
D.S.* 0

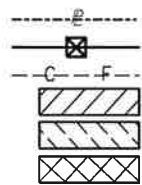
CITY OF SANDY SPRINGS
DEVELOPMENT
(4600 ROSWELL RD)



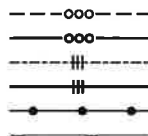
Kimley»Horn

Engineering, Planning, and Environmental Consultants
3930 East Jones Bridge Road, Suite 350
Peachtree Corners, Georgia 30092

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



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA



DATE REVISIONS

DATE REVISIONS

CITY OF SANDY SPRINGS

RIGHT OF WAY MAP

PROJECT NO: T0019
COUNTY: FULTON
LAND LOT NO: 94
LAND DISTRICT: 17
GMD: N/A
DATE: 08/20/24SH 3 OF 43

DRAWING No.

60-0003

PARCEL 1 REQ'D DRWY. EASM'T. DE30001			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE30001	33.06 L	103+02.00	SR 9/Roswell Rd
	21.94	N 89°53'58.3" W	
DE30002	55.00 L	103+02.00	SR 9/Roswell Rd
	48.57	N 0°03'01.5" E	
DE30003	55.00 L	103+50.69	SR 9/Roswell Rd
	21.69	S 89°58'04.8" E	
1659	33.31 L	103+50.67	SR 9/Roswell Rd
	48.60	S 0°14'43.5" E	
DE30001	33.06 L	103+02.00	SR 9/Roswell Rd
REQD EASMT	* 1060.05	SF	
REQD EASMT	* 0.024	ACRES	

PARCEL 2 REQ'D R/W DE10002			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1659	33.31 L	103+50.67	SR 9/Roswell Rd
	1.00	S 89°48'25.4" W	
DE10000	34.31 L	103+50.67	SR 9/Roswell Rd
	90.74	N 0°21'31.4" W	
DE10001	34.64 L	104+41.56	SR 9/Roswell Rd
	6.95	N 20°09'25.1" W	
DE10002	37.00 L	104+48.11	SR 9/Roswell Rd
	3.35	N 89°44'42.0" E	
1653	33.65 L	104+48.10	SR 9/Roswell Rd
	97.27	S 0°21'31.4" E	
1659	33.31 L	103+50.67	SR 9/Roswell Rd
REQD R/W	* 104.96	SF	
REQD R/W	* 0.002	ACRES	
REMAINDER	* +/- 0.32	ACRES	

PARCEL 2 REQ'D TEMP. EASM'T DE20002			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10000	34.31 L	103+50.67	SR 9/Roswell Rd
	5.69	N 89°53'24.0" W	
DE20000	40.00 L	103+50.68	SR 9/Roswell Rd
	97.24	N 0°09'34.8" W	
DE20002	40.00 L	104+48.11	SR 9/Roswell Rd
	3.00	N 89°49'42.6" E	
DE10002	37.00 L	104+48.11	SR 9/Roswell Rd
	6.95	S 20°09'25.1" E	
DE10001	34.64 L	104+41.56	SR 9/Roswell Rd
	90.74	S 0°21'31.4" E	
DE10000	34.31 L	103+50.67	SR 9/Roswell Rd
REQD EASMT	* 529.43	SF	
REQD EASMT	* 0.012	ACRES	

PARCEL 3 REQ'D R/W DE10003			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1653	33.65 L	104+48.10	SR 9/Roswell Rd
	3.35	S 89°44'42.0" W	
DE10002	37.00 L	104+48.11	SR 9/Roswell Rd
	27.33	N 0°20'52.1" W	
DE10003	37.01 L	104+75.47	SR 9/Roswell Rd
	5.51	N 21°01'00.8" E	
DE10004	35.00 L	104+80.60	SR 9/Roswell Rd
	108.14	N 0°21'04.1" W	
DE10005	35.00 L	105+88.74	SR 9/Roswell Rd
	6.62	N 17°38'06.2" W	
DE10006	36.97 L	105+95.06	SR 9/Roswell Rd
	26.26	N 0°12'08.8" W	
DE10007	36.90 L	106+21.33	SR 9/Roswell Rd
	15.42	N 20°34'51.4" E	
1652	31.39 L	106+35.73	SR 9/Roswell Rd
	187.61	S 0°20'25.7" W	
1653	33.65 L	104+48.10	SR 9/Roswell Rd
REQD R/W	* 569.56	SF	
REQD R/W	* 0.013	ACRES	
REMAINDER	* +/- 2.8	ACRES	

PARCEL 3 REQ'D DRWY. EASM'T. TRACT 1 DE30003			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10002	37.00 L	104+48.11	SR 9/Roswell Rd
	23.00	S 89°47'24.6" W	
DE30004	60.00 L	104+48.14	SR 9/Roswell Rd
	41.80	N 0°20'47.8" W	
DE30005	60.00 L	104+90.00	SR 9/Roswell Rd
	24.99	N 89°38'55.9" E	
DE30006	35.01 L	104+90.00	SR 9/Roswell Rd
	9.40	S 0°23'10.6" E	
DE10004	35.00 L	104+80.60	SR 9/Roswell Rd
	5.51	S 21°01'00.8" W	
DE10003	37.01 L	104+75.47	SR 9/Roswell Rd
	27.33	S 0°20'52.1" E	
DE10002	37.00 L	104+48.11	SR 9/Roswell Rd
REQD EASMT (TRACT 1)	* 985.86	SF	
REQD EASMT (TRACT 1)	* 0.023	ACRES	

PARCEL 3 REQ'D DRWY. EASM'T. TRACT 2 DE30004			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE30007	35.00 L	105+81.00	SR 9/Roswell Rd
	21.00	S 89°38'55.9" W	
DE30008	56.00 L	105+81.00	SR 9/Roswell Rd
	47.94	N 0°21'04.1" W	
DE30009	56.00 L	106+28.94	SR 9/Roswell Rd
	23.24	N 82°48'02.2" E	
DE30010	32.93 L	106+31.71	SR 9/Roswell Rd
	11.12	S 20°34'51.4" W	
DE10007	36.90 L	106+21.33	SR 9/Roswell Rd
	26.26	S 0°12'08.8" E	
DE10006	36.97 L	105+95.06	SR 9/Roswell Rd
	6.62	S 17°38'06.2" E	
DE10005	35.00 L	105+88.74	SR 9/Roswell Rd
	7.74	S 0°20'52.1" E	
DE30007	35.00 L	105+81.00	SR 9/Roswell Rd
REQD EASMT (TRACT 2)	* 976.81	SF	
REQD EASMT (TRACT 2)	* 0.022	ACRES	
REQD EASMT (TRACT 1-2)	* 1962.67	SF	
REQD EASMT (TRACT 1-2)	* 0.045	ACRES	

PARCEL 7 REQ'D R/W DE10007			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1037	32.53 R	110+77.62	SR 9/Roswell Rd
	121.51	N 0°19'14.3" W	
1040	32.11 R	111+99.13	SR 9/Roswell Rd
	13.27	S 84°53'15.3" E	
DE10009	45.32 R	111+97.92	SR 9/Roswell Rd
	17.97	S 28°15'04.3" W	
DE10011	36.78 R	111+82.11	SR 9/Roswell Rd
	104.80	S 0°10'20.2" E	
DE10008	36.87 R	110+77.30	SR 9/Roswell Rd
	4.35	N 85°58'30.6" W	
1037	32.53 R	110+77.62	SR 9/Roswell Rd
REQD EASMT	* 617.46	SF	
REQD EASMT	* 0.014	ACRES	
REMAINDER	* +/- 0.54	ACRES	

PARCEL 7 REQ'D TEMP. EASM'T DE20007			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE30012	36.83 R	111+27.00	SR 9/Roswell Rd
	55.11	N 0°10'20.2" W	
DE10011	36.78 R	111+82.11	SR 9/Roswell Rd
	17.97	N 28°15'04.3" E	
DE10009	45.32 R	111+97.92	SR 9/Roswell Rd
	10.23	S 84°53'15.3" E	
DE20004	55.50 R	111+96.98	SR 9/Roswell Rd
	19.51	S 39°42'53.5" W	
DE20005	43.00 R	111+82.00	SR 9/Roswell Rd
	55.00	S 0°07'15.3" E	
DE20006	43.00 R	111+27.00	SR 9/Roswell Rd
	6.17	S 89°52'44.7" W	
DE30012	36.83 R	111+27.00	SR 9/Roswell Rd
REQD EASMT	* 472.94	SF	
REQD EASMT	* 0.011	ACRES	

PARCEL 7 REQ'D DRWY. EASM'T. DE30007			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE30011	36.86 R	110+87.87	SR 9/Roswell Rd
	39.13	N 0°10'18.0" W	
DE30012	36.83 R	111+27.00	SR 9/Roswell Rd
	14.17	N 89°52'44.7" E	
DE30013	51.00 R	111+27.00	SR 9/Roswell Rd
	39.00	S 0°07'15.3" E	
DE30014	51.00 R	110+88.00	SR 9/Roswell Rd
	14.14	S 89°20'01.1" W	
DE30011	36.86 R	110+87.87	SR 9/Roswell Rd
REQD EASMT	* 553.01	SF	
REQD EASMT	* 0.013	ACRES	

Kimley»Horn

Engineering Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS

RIGHT OF WAY MAP

PROJECT NO: T0019

COUNTY: FULTON

LAND LOT NO: 94

LAND DISTRICT: 17

GMD: N/A

DATE: 08/20/24SH 8 OF 43

DRAWING No.

60-0008



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: July 23, 2025 Submission for the August 5, 2025 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Request for Mayor and City Council to Approve Acceptance of the Deed for Dedication of Right of Way on Property Located at 4575 Roswell Road in Land Lot 94 of the 17th District, Fulton County, City of Sandy Springs, Georgia (Tax ID# 17-0094-0001-072-9).

Recommendation:

Staff recommends that the Mayor and City Council accept the Deed for Dedication of Right of Way, dedicating all that tract or parcel of land lying and located in Land Lot 94 of the 17th District, Fulton County, City of Sandy Springs, Georgia. The property, as shown in the attached exhibits, is being dedicated by the property owner JWJ Windsor, LLC, and is more specifically known as 4575 Roswell Road (Tax ID# 17-0094-0001-072-9). The total amount of the Right-of-Way being dedicated is 586 square feet, more or less, respectfully being dedicated as required by the Development Regulations Ordinance in Connection with Community Development File # LDP NO:23-00056.

Background:

Section 103-75 of the Development Regulations specifies a minimum-required right of way width based on street classifications. Such width must be dedicated prior to the approval of an Exemption Plat, Final Plat or a Land Disturbance Permit submittal.

Discussion:

Right of Way Dedication is being dedicated along Roswell Road per the requirements/conditions of the Development Regulations Ordinance. The property owner has paid the recording fees and met the requirements of the Community Development Department, the Public Works Department, and the Right of Way Coordinator for the dedication of the right of way and permanent easement.

Financial Impact:

None. This is a dedication at no cost to the City.

Alternatives:

None. The processing of this dedication is a requirement of the code.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works

Created/Initiated - 7/24/2025
Approved - 7/24/2025

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

Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

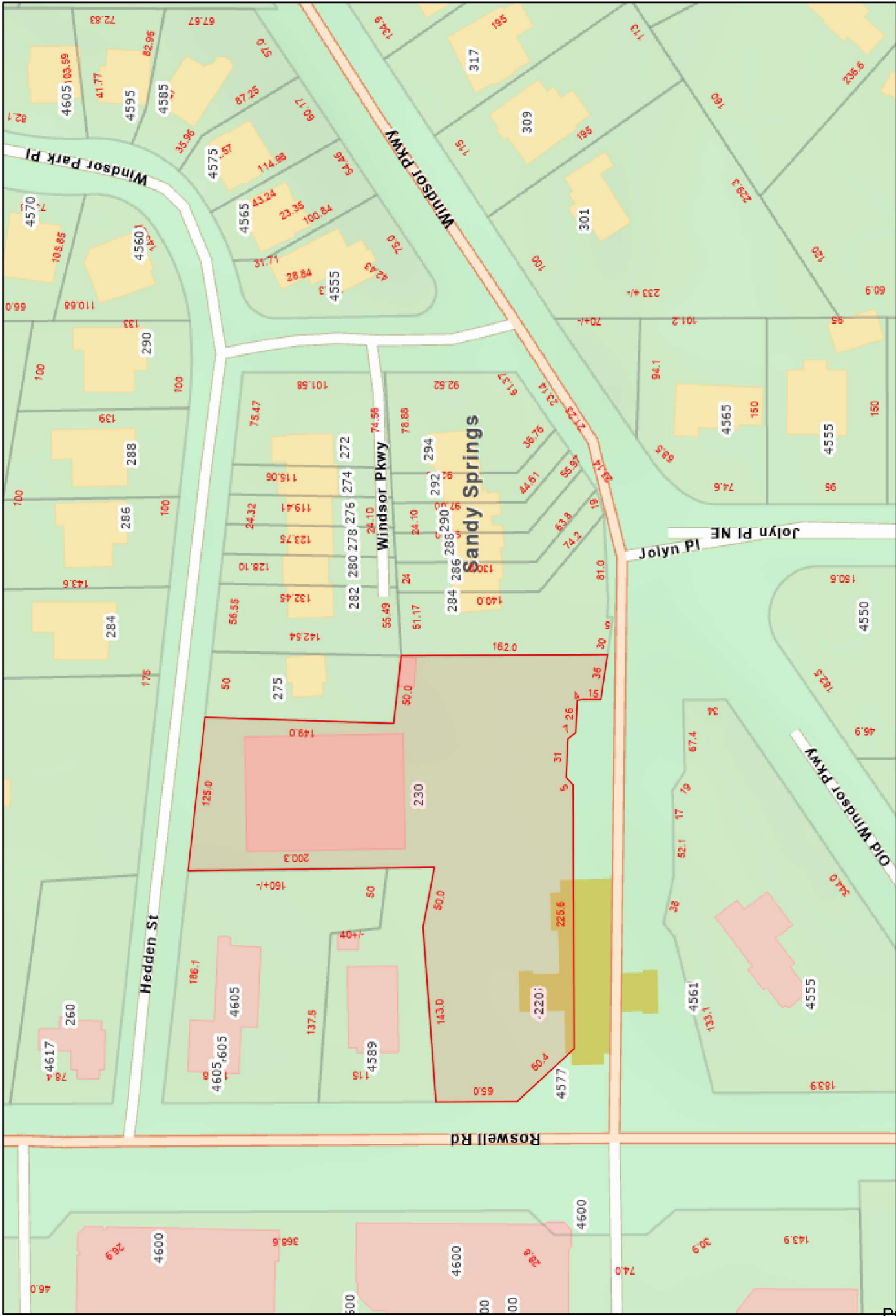
Attachments:

1. AERIAL MAP - 4575 ROSWELL RD
2. GIS MAP
3. EXECUTED ROW DEED
4. Resolution



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





GIS MAP | 4575 ROSWELL RD

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, complete, or current. The data are for informational purposes only and are not to be used for any other purpose. Fulton County assumes no responsibility for losses resulting from the use of these data, even if Fulton County is advised of the possibility of such losses.



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

Cross reference:
Deed Book: 61930 Page: 521
Tax Parcel No: 17-0094-0001-072-9

DEED FOR DEDICATION OF RIGHT OF WAY

STATE OF GEORGIA
FULTON COUNTY

THIS INDENTURE made this 24 day of June, 2025, between JWJ WINDSOR LLC, as Grantor(s), and the CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation of the State of Georgia, as Grantee.

WITNESSETH: That for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, Grantor does grant and convey unto Grantee, its successors and assigns, the following property, to wit:

That tract of land lying and being in Land Lot 94 of the 17TH District of Fulton County, Georgia and being more particularly described in Exhibit "A" and shown on Exhibit "B" both hereby made part of by reference.

It is the intent of both parties that the Grantee shall receive fee simple Right of Way along ROSWELL ROAD, equaling 586 square feet for the purpose of road improvements. This dedication is in conjunction with the City of Sandy Springs Community Development Department File No.: LDP NO: 23-00056.

To have and to hold the bargained premises unto Grantee, its successors and assigns forever in fee simple.

Grantor(s) will forever warrant and defend the title to the bargained premises unto Grantee, its successors and assigns against the claims of all persons whomsoever.

[Signatures on the following page]

IN WITNESS WHEREOF Grantor has here unto caused this deed to be executed and its seal affixed hereto the day and year above written.

Signed, sealed, and delivered in the presence of:

GRANTOR(s):



Unofficial Witness
Name:

By: 

Name: Michael Derner
Title: Manager



Notary Public
My Commission Expires: March 12, 2029

By: _____
Name:
Title:

{Notary Seal}

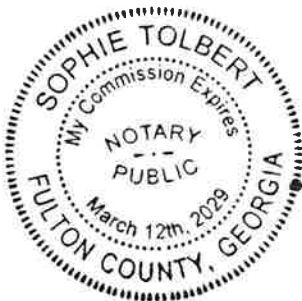


EXHIBIT "A"
Legal Description
4575 ROSWELL ROAD
PARCEL ID#: 17-0094-0001-072-9

All that tract or parcel of land lying and being in Land Lot 94, 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a right-of-way monument found at the mitered intersection of the northerly right-of-way of Windsor Parkway (50' right-of-way) and the existing easterly right-of-way of Roswell Road (65' right-of-way);

THENCE, N 42°53'10" W a distance of 45.71' to a ½" rebar set, said ½" rebar being the POINT OF BEGINNING.

THENCE, N 42°53'10"W a distance of 14.43' to a point at the easterly right-of-way of Roswell Road;

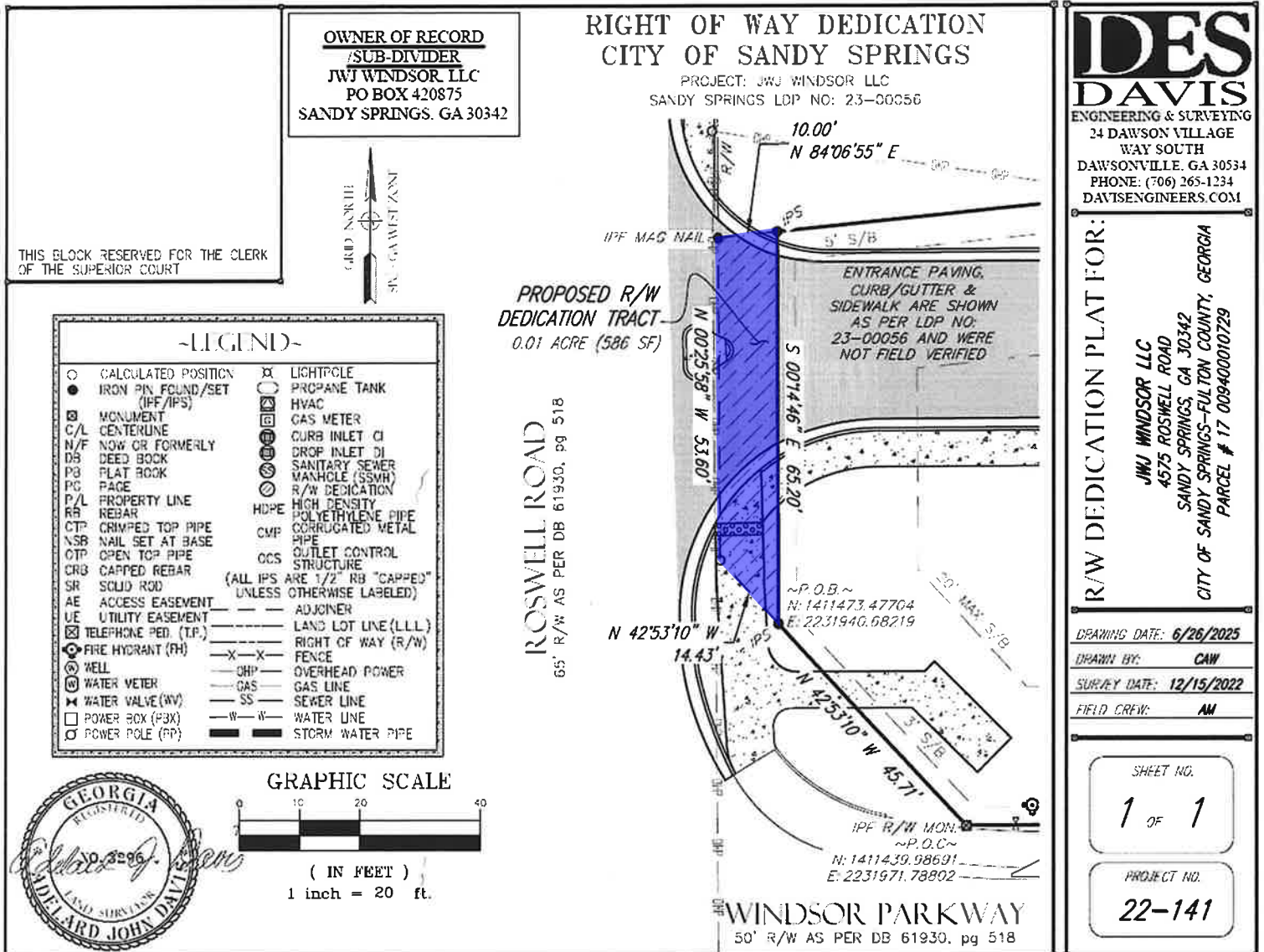
THENCE, along said right-of-way, N 00°25'58" W a distance of 53.60' to a magnetic nail set;

THENCE, leaving said right-of-way, N 84°06'55" E a distance of 10.00' to a magnetic nail set;

THENCE, S 00°14'46" E a distance of 65.20' to a ½" rebar, said ½" rebar being the POINT OF BEGINNING.

Said property containing 586 square feet as shown on a Right of Way dedication plat prepared by Davis Engineering and Surveying dated 06-10-2025.

Exhibit "B" Plat



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE ACCEPTANCE OF THE DEED FOR DEDICATION
OF RIGHT OF WAY ON PROPERTY LOCATED AT 4575 ROSWELL ROAD
(TAX ID #17-0094-0001-072-9), LYING IN LAND LOT 94 OF THE 17th DISTRICT,
FULTON COUNTY, CITY OF SANDY SPRINGS, 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

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

That they accept the Deed for Dedication of Right of Way from JWJ Windsor, LLC on property more particularly described as 4575 Roswell Road, in Sandy Springs, Georgia. This dedication is associated with Community Development File # LDP NO: 23-00056.

As required per conditions of the Development Regulations Ordinance, the City authorizes the acceptance of the required 586 square feet more or less of Right-of-Way along Roswell Road in Land Lot 94 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this the 5th day of August 2025.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)

The Sandy Springs 4 Minute Community

In Partnership with Northside Hospital
Foundation and Avive Solutions



SANDY SPRINGS
GEORGIA

The OHCA response chain is broken.

Dismal survival rates



Patient collapses,
experiencing Sudden
Cardiac Arrest



Every minute therapy from
an AED is delayed, **survival
chances decrease by ~10%**



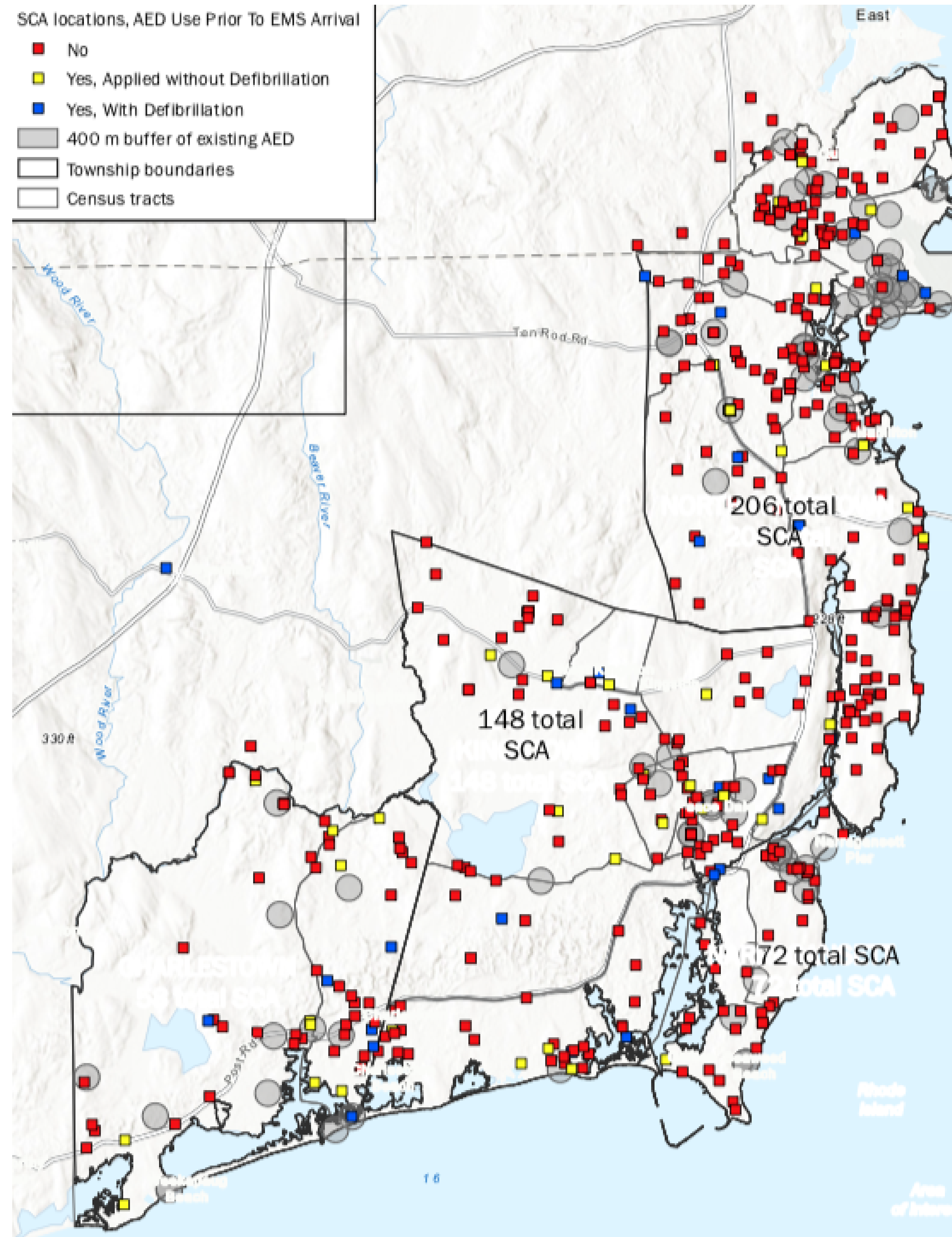
Bystanders call 911 and
rely on EMS to use an AED



Average EMS response
times in the U.S. is 7 minutes
— **survival is unlikely**

Survival rates have remained
unchanged for decades.

70–80% of SCA occur in the
residential setting.



We Need a New Approach.

Even when AEDs are nearby, they rarely get used.

- Data from a community on the East Coast shows AEDs are not getting where they are needed, when they are needed – despite being nearby.
- Lack of connected hardware and software solutions lead to fatal gaps in the chain of survival.
- Even when AEDs are near and accessible, 911 caller and 911 dispatcher rarely know where the nearest AED is located.
- Nearby bystanders to AEDs don't know that the device is needed to save a life just minutes away.

Introducing the 4 Minute Community.

A holistic approach to out of hospital cardiac arrest management



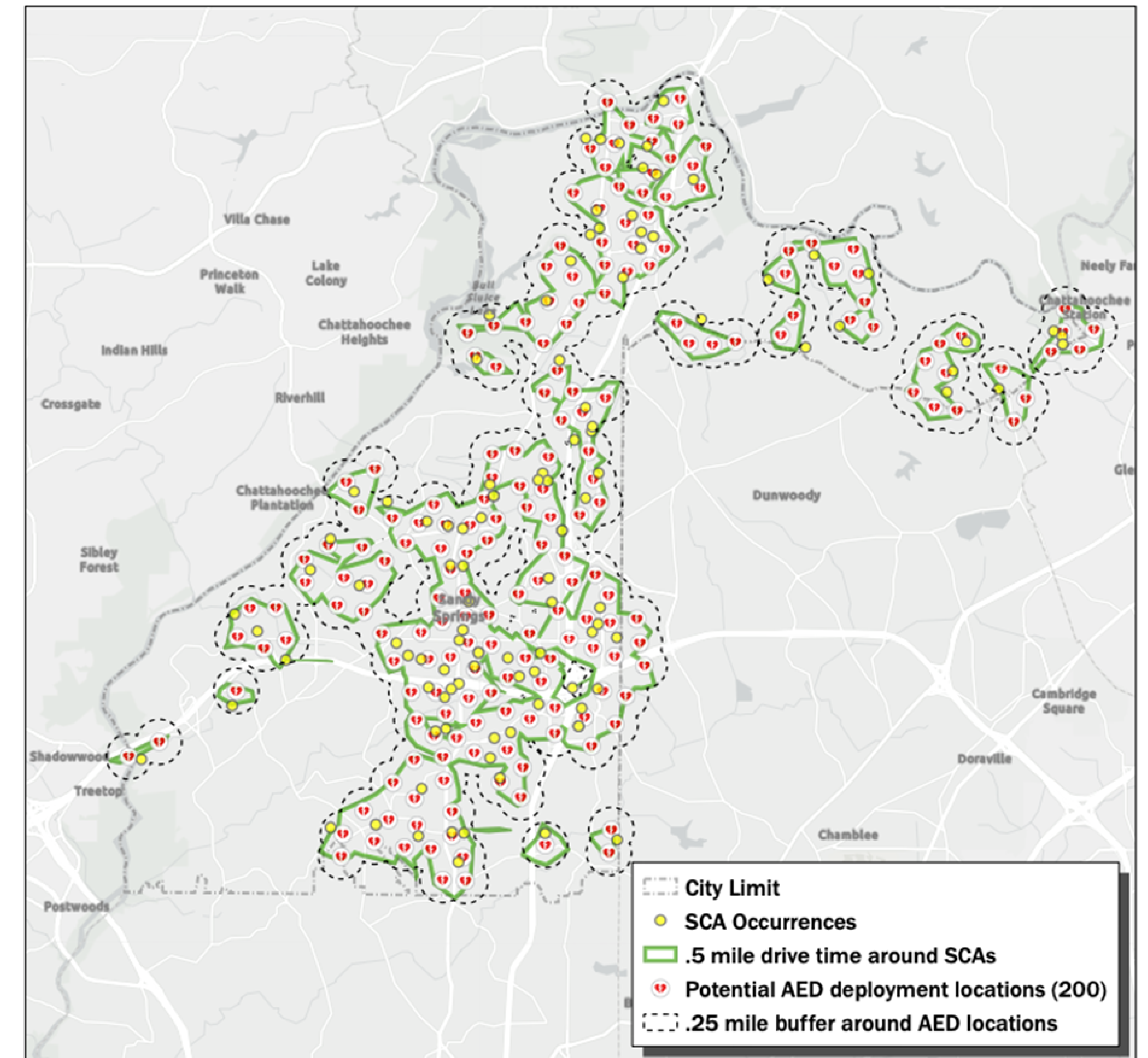
The 4 Minute Community program is a true partnership, and includes robust program management and oversight from Avive's Community Program Manager, who is on faculty with the RA.

The Sandy Springs 4 Minute Community Program.

Making an AED available to the people who need them, faster:

- Strategically placing 200 Avive Connect AEDs in Sandy Springs in the hands of CARE Team members.
- (Deployment locations based on historical Sudden Cardiac Arrest data.)
- Dispatching CARE Team responders with AEDs to the scene of cardiac arrest emergencies.
- Creating a unified prehospital response system by connecting the actions of bystanders, 911 dispatchers, Fire/EMS, and healthcare providers.
- The AED's software will be integrated within dispatchers' monitors. As soon as ChatComm Telecommunicator recognizes sudden cardiac arrest as the reason for the 911 call, they will activate the Avive Connect AEDs™ in the City, and the devices will alert their owners that a cardiac arrest has occurred and provide them turn-by-turn directions to the location.

Potential AED Deployment Locations



Intelligent Response™

Getting AEDs where they are needed, when they are needed.

Does your AED have the
technology to ensure it arrives
on scene?

Avive's Intelligent Response
Platform is when 911 gets a call
for a cardiac arrest & then alerts
all Avive Connect AEDs nearby.





SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Raquel Gonzalez, City Clerk

DATE: July 21, 2025 Submission for the August 5, 2025 City Council Meeting

ITEM: Request For Mayor And City Council Consideration of an Ordinance Appointing the Fulton County Department of Registration and Elections to Conduct the City of Sandy Springs General Municipal Election on November 4, 2025 and Runoff Election on December 2, 2025; Authorizing an Intergovernmental Agreement Between the City and the County Relating Thereto; and Authorizing the Mayor to Execute the Intergovernmental Agreement

Recommendation:

City Staff recommends approval of an ordinance appointing the Fulton County Department of Registration and Elections to conduct the City of Sandy Springs General Municipal Election on November 4, 2025 and Runoff Election on December 2, 2025, as defined in the attached intergovernmental agreement.

Background:

The City's Charter requires that a general election be held every four (4) years.

Discussion:

The City of Sandy Springs partners with the Fulton County Department of Registration and Elections to conduct the City's general and runoff elections. Fulton County provides the necessary staff, equipment, and supplies to host advance voting and election day voting for the City's elections. City Staff is required to qualify its municipal candidates and publish all legal ads related to the call for elections and qualifying fees.

Financial Impact:

On November 4, 2025, the County will host the Public Service Commission District 3 and District 4 elections. As these are county-wide elections, the City will not incur costs for its municipal elections. Following the general elections, should a runoff election be required, unless the County hosts a countywide Public Service Commission Runoff Election, the City will incur a cost of \$220,630.31.

Alternatives:

Should the City Council choose not to execute the agreement as recommended, City Staff requests that the City Council provide further guidance.

Review:

Raquel Gonzalez, City Clerk
Raquel Gonzalez, City Clerk

Created/Initiated - 7/21/2025
Approved - 7/22/2025

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

Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. Ordinance
2. SANDY SPRINGS IGA 2025

**STATE OF GEORGIA
COUNTY OF FULTON**

**AN ORDINANCE OF THE CITY OF SANDY SPRINGS, GEORGIA,
APPOINTING THE FULTON COUNTY DEPARTMENT OF REGISTRATION
AND ELECTIONS TO CONDUCT THE CITY OF SANDY SPRINGS GENERAL
MUNICIPAL ELECTION ON NOVEMBER 4, 2025 AND RUNOFF ELECTION
ON DECEMBER 2, 2025; AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY AND THE COUNTY RELATING
THERE TO; AND AUTHORIZING THE MAYOR TO EXECUTE THE
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the City of Sandy Springs (“City”) will hold its general municipal election on November 4, 2025 and runoff election on December 2, 2025 (together, “Election”); and

WHEREAS, the City desires to contract with Fulton County (“County”) to conduct this Election for the citizens of the City pursuant to applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s); and

WHEREAS, the Fulton County Board of Registration and Elections has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the City desires to enter into an intergovernmental agreement (“IGA”) with the County to conduct the Election and to authorize the Mayor to sign the IGA.

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Sandy Springs, Georgia, while in regular session on August 5, 2025, at 6:00 p.m., as follows:

1. The County is hereby authorized to conduct the Election pursuant to applicable provisions of Georgia law; and
2. The City is hereby authorized to enter into an IGA with the County to conduct the Election in the form attached hereto as Exhibit A; and
3. The Mayor is hereby authorized to execute the IGA attached hereto as Exhibit A; and

4. The Mayor and the City Attorney are hereby authorized to make such minor revisions to the attached IGA as may be agreed to by the parties, and to take such actions as may be necessary to effectuate the intent of this Ordinance.

APPROVED AND ADOPTED this the 5th day of August, 2025.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(Seal)

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF SANDY SPRINGS, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Sandy Springs, Georgia (“City”), a municipal corporation lying wholly or partially within the County (each a “Party” and collectively the “Parties”).

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City’s 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City’s request (“City Elections”) shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;
- f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

- g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;
- h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

- a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;
- b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;
- d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;
- e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;
- f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.
- h) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

- j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **\$5,571,776.00** to conduct general municipal elections and **\$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **\$0.00** to conduct general municipal elections and **\$220,630.31** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia (“Chief Judge”) shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to: Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City: City Clerk

With a copy to: City Attorney

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration
and Elections

[Signatures Continued on Following Page]

CITY OF SANDY SPRINGS, GEORGIA

_____ (SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of Sandy Springs, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This _____ day of _____, 2025.

City Clerk

Fulton County, Georgia agrees to conduct the City of Sandy Springs's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025%20Elections%20Municipal%20IGA/02.24.23%202025%20IGA%20-%20ELECTIONS%20TEMPLATE%20for%20Cities.docx)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: June 18, 2025 Submission for the August 5, 2025 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve a Project Framework Agreement with the Georgia Department of Transportation for Design of the Roberts Drive Sidepath Phase I Project and to Authorize the Mayor to Execute the Agreement

Recommendation:

City Staff recommends that the Mayor and City Council approve a Project Framework Agreement (“Agreement”) between the City of Sandy Springs (the “City”) and the Georgia Department of Transportation (“GDOT”) to design sidepath and streetscape improvements along the south side of Roberts Drive from Dunwoody Place to Island Ford Parkway (Project No. S2123-1)– GDOT Project Number PI0021209, as it relates to the Roberts Drive Sidepath Phase I Project (the “Project”) and to authorize the Mayor to execute the Agreement.

Background:

The City adopted the Transportation Master Plan in 2021, which incorporates public input and connectivity data to guide improvements to roadways, trails, sidewalks, intersections, and transit facilities. As part of this plan, Roberts Drive was identified as a priority corridor for bicycle, pedestrian, and trail connections. Additionally, the Sandy Springs Trail Master Plan, adopted in 2019, identifies multi-use trails as a top priority (ranked second overall) and includes the Roberts Drive sidepath as a key component of the bicycle and pedestrian network. The City further completed a Scoping Study in April 2024 to better define project costs and design requirements.

Mayor and Council approved pursuing grant funding for this project on April 16, 2024 with the City submitting a grant application to the Atlanta Regional Commission (“ARC”) requesting funding for the Project’s design. The application sought approximately \$270,000.00 to support the engineering services necessary for Project delivery. On February 14, 2025, the ARC awarded the City a \$216,000.00 design grant, which requires a 20% local match.

Discussion:

The Project scope includes constructing a sidepath with a landscape buffer along the south side of Roberts Drive, extending from Dunwoody Place to Island Ford Parkway, and incorporating two (2) mid-block crossings within the Project limits. To proceed with Project development, the City, as the local sponsor, must execute the attached Agreement.

Financial Impact:

The City will be responsible for 20% of the cost for the Engineering activities, and the GDOT will fund a maximum of 80% of the engineering activities. There are sufficient funds available in the Project to fund the 20% match.

Alternatives:

The City may elect to forego these grant funds at this time.

Review:

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

Created/Initiated - 7/24/2025
Approved - 7/24/2025
Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. Project Framework Agreement
2. S2123-1 Roberts Drive Sidepath Phase I Vicinity Map_rev
3. Resolution



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

6/13/2025

PI No. 0021209, Fulton County, City of Sandy Springs
Roberts Drive fm Dunwoody Place to Summer Crossing – Phase I

Honorable Mayor Russell K. Paul
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Attention: William H. Martin, Public Works Director
Ko Seo, Capital Improvement Program Project Manager

Dear Mayor Paul:

Attached is the Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above-referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. An electronic copy of the fully executed agreement will be sent for your project file. As referenced in the PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Shuhui Yang, at (770) 263-5945.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

KWN: CCV:MSL:SY
Attachment(s)

cc: Joseph Stein, State Transportation Board Member, Congressional District 7
Albert V. Shelby III, Director of Program Delivery
Paul D. Denard, District 7 Engineer
Landon Perry, District 7 Preconstruction Engineer
Joshua Higgins, District 7 Planning & Programming Liaison

**PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF SANDY SPRINGS
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this Agreement (Check only one):

- ☒ **CFDA # 20.205 - Highway Planning and Construction**
- ☐ **CFDA # 20.219 - Recreational Trails Program**
- ☐ **Not Applicable – 100% State Programmed Funds**

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this _____ (the “Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the “DEPARTMENT”, and the City of Sandy Springs, Georgia, hereinafter called “SPONSOR” (the “Agreement”). The DEPARTMENT and the SPONSOR may sometimes be referred to individually as the “PARTY” and collectively as the “PARTIES”.

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit A, attached and incorporated herein by reference, identified as PI # **0021209** and hereinafter referred to as the “PROJECT”; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the SPONSOR hereby agree each with the other as follows:

1. The SPONSOR has applied for and received “Qualification Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the SPONSOR (current expiration date: 6/30/2026) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT’S current versions of Local Administered Project Manual, the DEPARTMENT’S Plan Development Process (hereinafter referred to as “PDP”), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as “PE”, as specified in Exhibit A. SPONSOR shall contribute to the PROJECT by funding those PROJECT costs as set out in Exhibit A.

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3. The funding portion as identified in Exhibit A of this Agreement only applies to the PE. [Further, the SPONSOR may be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the SPONSOR without concurrence by the Federal Highway Administration (FHWA).

4. The SPONSOR shall accomplish the PE activities in accordance with and pursuant to the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as “AASHTO”, the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost-effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

5. The primary consultant firm or subconsultants hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the SPONSOR with a list of prequalified consultant firms in the appropriate area-classes. If there is federal-aid highway program funding participation, the SPONSOR shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172 and the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there is no federal-aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT let and/or State Route (On-System) projects; the SPONSOR shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT. If the SPONSOR will let the PROJECT to construction on off-system routes, the SPONSOR shall be responsible for all railroad coordination and shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT.

7. The DEPARTMENT reserves the right to review and approve all aspects of the PROJECT provided, however, this review and approval authority does not relieve the SPONSOR of its responsibilities under the terms of this Agreement.

8. The SPONSOR agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, notes, and any other data, materials, and deliverables (for purposes of this Section 8, the “Documents and Data”) prepared by or for SPONSOR under the terms of this Agreement shall become the exclusive property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. The SPONSOR shall deliver a printed hardcopy with an electronic copy of the Documents and Data to the DEPARTMENT upon request, but no later than the advertisement of the PROJECT for letting. The hardcopy of the Documents and Data shall be organized, indexed, and bound, and the electronic copy shall be delivered in a compatible format as instructed by the DEPARTMENT. In the event the PROJECT is not being let by the DEPARTMENT, the DEPARTMENT shall have the right to use the Documents and Data without restriction or limitation and without compensation to the SPONSOR.

9. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors, omissions or deficiencies within 30 days of notification shall cause the SPONSOR to assume all responsibility for construction delays and supplemental agreements caused by the errors and

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deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement.

10. INSURANCE. The SPONSOR shall provide insurance under this Agreement as follows:

a. It is understood that the SPONSOR (*select the applicable statement*):

☒ shall obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 10 of the Agreement.

b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

- a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

iii. Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.

c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

d. The insurance certificate must provide the following:

- i. Name, address, signature and telephone number of authorized agents.
- ii. Name and address of insured.
- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of DEPARTMENT as certificate holder.
- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

- e. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.
- f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

11. Compensation; Invoicing and Payment

- a. It is understood and agreed that the total estimated PE cost for the PROJECT is two hundred seventy thousand dollars and zero cents (\$270,000.00).
- b. It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is two hundred sixteen thousand dollars and zero cents (\$216,000.00). The DEPARTMENT will reimburse eighty percent (80%) up to the total maximum reimbursable amount which is the DEPARTMENT'S maximum obligation.
- c. The SPONSOR shall be responsible for all amounts in excess of the total maximum reimbursable amount.
- d. The SPONSOR should submit invoices to the DEPARTMENT on a monthly basis to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Upon approval of each submitted invoice, the DEPARTMENT shall make payment to the SPONSOR as the work progresses, but not more often than once a month, until the work is completed, or the DEPARTMENT has met its total maximum obligation set forth in this Section 11.

12. EXHIBITS, ATTACHMENTS & APPENDICES. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – TIP/STIP Insert

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Sexual Harassment Prevention Policy Compliance

APPENDIX C – Certification of City of Sandy Springs Drug Free Workplace

APPENDIX D – Certification of Compliance

APPENDIX E – Title VI Certification and Acknowledgement Form

APPENDIX F – Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

APPENDIX G – Reserved

13. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of SPONSOR, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix C of this Agreement.

c. SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement (“Certification of Compliances”) and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-1 *et seq.*) as stated in Appendix D and is not debarred from receiving financial assistance from the State of Georgia.

e. By execution of this Agreement, the undersigned certifies on behalf of SPONSOR under penalty of law that SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 *et seq.*) and is not debarred from receiving financial assistance from the State of Georgia.

f. SPONSOR hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

g. Pursuant to O.C.G.A. § 13-10-91, SPONSOR and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (“IRCA”), as stated in Appendix A of this Agreement (“Georgia Security and Immigration Compliance Act Affidavit”).

h. SPONSOR hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 *et seq.*); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 *et seq.*); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 *et seq.*). SPONSOR further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

i. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia’s Sexual Harassment Prevention Policy, as stated in Appendix B of this Agreement.

j. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating to “Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation” as stated in Appendix F of this Agreement.

k. SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT’s and the SPONSOR’s representatives may be changed during the term of this Agreement by written notification to the other PARTY. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT
Name: Kimberly W. Nesbitt
Title: State Program Delivery Administrator
600 West Peachtree Street, NW,

SPONSOR
Name: William H. Martin
Title: Public Works Director
1 Galambos Way

25th Floor
 Atlanta, Georgia 30308
 Telephone#:(404) 631-1575
 E-mail: knesbitt@dot.ga.gov

Sandy Springs, Georgia 30328
 Telephone#:(770)-730-5600
 Email: Mmartin@SandySpringsga.gov

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the PARTY, as identified by the PARTY.

15. COST ESTIMATE. SPONSOR shall provide to GDOT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on GDOT's prequalified consultant for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must comply with and meet the documentation and experience requirements as set forth more fully in . <https://www.dot.ga.gov/GDOT/pages/rightofway.aspx>. SPONSOR is advised that the C-9 discipline and all other applicable prequalifications must be current prior to the commencement of this work and throughout the term of the Agreement.

16. MISCELLANEOUS.

a. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

a. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

b. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.

c. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

d. No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.

e. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY 's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.

f. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

g. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

i. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this

Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.

j. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.

g. Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ARE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, said PARTIES have hereunto set their hands and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Commissioner

By _____ (Seal)
Name: Mayor Russell K. Paul

Attest:

Signed, sealed and delivered this _____,
in the presence of:

Treasurer

Notary Public (Notary Seal)
Name: _____
Title: _____

This Agreement, approved by
The CITY OF SANDY SPRINGS, on _____ (date)

Attest:

Name and Title

20-3767748
Federal Employer Identification Number:

EXHIBIT A

Transportation Improvement Program (TIP) Sheet

FN-359	ROBERTS DRIVE SIDEPATH - PHASE 1	Jurisdiction	Fulton County (North)	Existing	Planned	Length (mi.)	Network Year
0021209	FROM DUNWOODY PLACE TO SOUTH OF SUMMER CROSSING	Sponsor	City of Sandy Springs	N/A	N/A	1	TBD
Programmed		Service Type	Last Mile Connectivity / Sidepaths and Trails		Analysis Exempt from Air Quality Analysis (40 CFR 93)		LCI ☐ Flex ☐

Status	Year	Fund Type	Federal	State	Local	Bonds	Total
PE	2026	Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000	\$216,000	\$0,000	\$54,000	\$0,000	\$270,000
			\$216,000	\$0,000	\$54,000	\$0,000	\$270,000



APPENDIX A GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	PI 0021209 and Roberts Drive fm Dunwoody Place to Summer Crossing – Phase I
Sponsor Name:	City of Sandy Springs
Sponsor Address:	1 Galambos Way Sandy Springs, Georgia 30328

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

103304
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

2/27/2008
Date of Authorization

Name of Sponsor/

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

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

APPENDIX B

SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
- b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
- c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>;
- b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

**CERTIFICATION OF CITY OF SANDY SPRINGS
DRUG-FREE WORKPLACE**

I hereby certify that I am a duly authorized representative of the City of Sandy Springs, whose address is 1 Galambos Way, Sandy Springs, Georgia 30328, and it is also certified that:

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

Date

Signature

Name: _____

Title: _____

**APPENDIX D
CERTIFICATION OF COMPLIANCES**

I hereby certify that I am a duly authorized representative of the City of Sandy Springs, whose address is 1 Galambos Way, Sandy Springs, Georgia 30328, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of SPONSOR having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of SPONSOR for each fiscal year of SPONSOR.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of SPONSOR. Those units of SPONSOR not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Signature

Name: _____

Title: _____

APPENDIX E
TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non-discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by the SPONSOR official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The City of Sandy Springs assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The City of Sandy Springs assures that every effort will be made to ensure non-discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Official Name and Title

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing
Regulations (49 CFR 21 & 23 CFR 200) Executive Order 12898 on
Environmental Justice (EJ) Executive Order 13166 on Limited
English Proficiency (LEP)

**NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR, the City of Sandy Springs, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations

The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
- and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX F

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

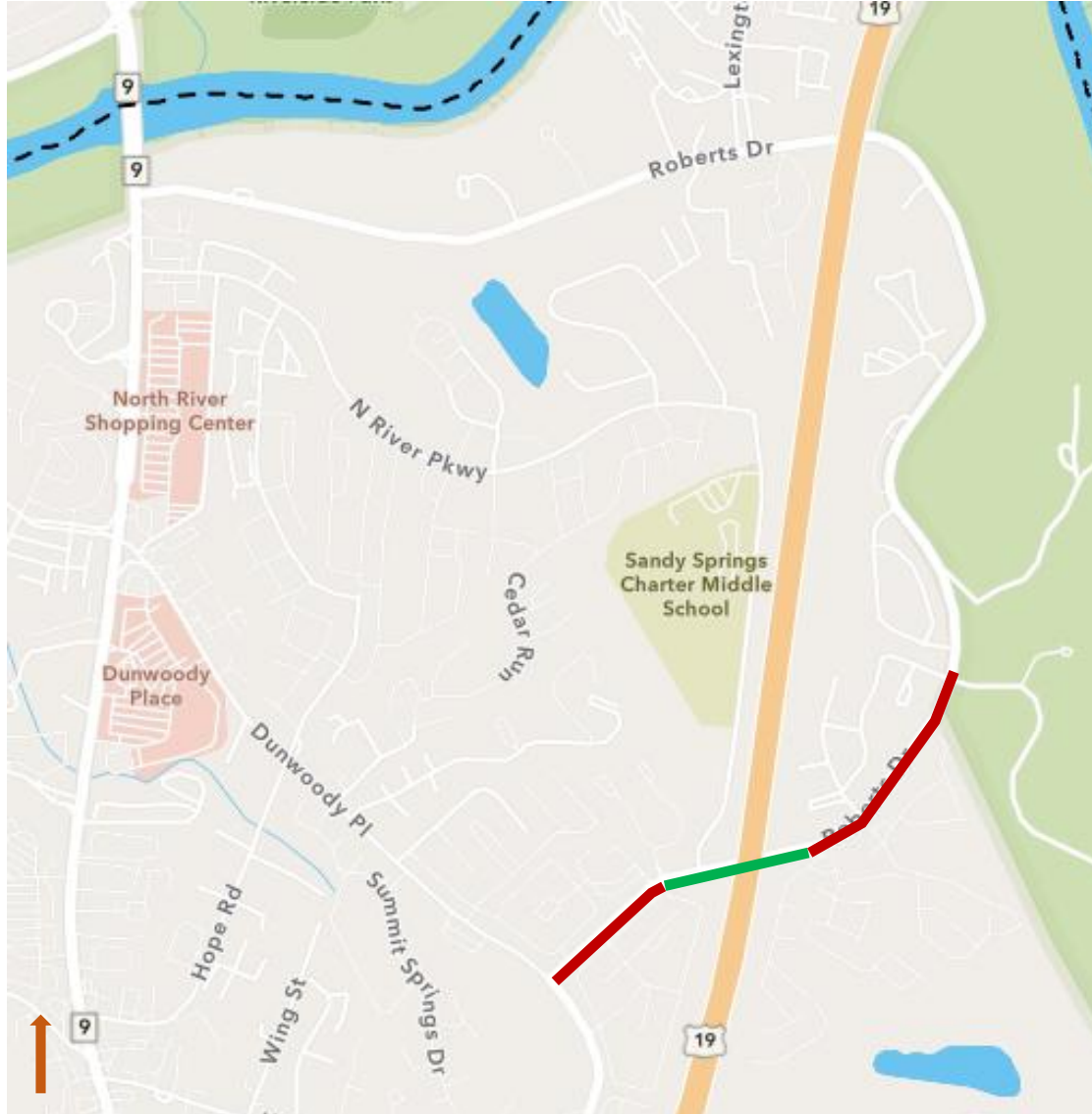
Title of Authorized Officer or Agent

Date

APPENDIX G

Reserved

S2123-1 Roberts Drive Sidepath Phase I Project (Dunwoody Place to Island Ford Pkwy)



Roberts Drive at Dunwoody Place

Legend:

- Proposed Sidepath on the south side of Roberts Drive
- Sidepath by GDOT

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE A PROJECT FRAMEWORK AGREEMENT
WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR DESIGN
OF THE ROBERTS DRIVE SIDEPATH PHASE I PROJECT AND TO
AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Sandy Springs (the “City”) adopted the Transportation Master Plan in 2021, which identified Roberts Drive as a priority corridor for bicycle, pedestrian, and trail connections; and

WHEREAS, in April 2024 the City completed a scoping study to better define costs and design requirements for the Roberts Drive Sidepath Phase I Project (Project No. S2123-1)(PI No. 0021209) which will encompass the south side of Roberts Drive from Dunwoody Place to Island Ford Parkway; and

WHEREAS, City Staff submitted a grant application to the Atlanta Regional Commission with an estimate of \$270,000.00 for the engineering services and the City was awarded a grant which requires a local match of 20%; and

WHEREAS, the local match for the Project will be provided by the 2021 Tier 1 Transportation Special Local Sales Tax (“TSPLOST”) funds; and

WHEREAS, it is the desire of the City to enter into the attached Project Framework Agreement with the Georgia Department of Transportation for the Project, as further described herein.

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

1. The attached Project Framework Agreement with the Georgia Department of Transportation for the Roberts Drive Sidepath Phase I Project is hereby approved; and
2. The Mayor is hereby authorized to execute the attached Agreement on behalf of the City, pending the approval of the City Attorney and Chief Financial Officer; and
3. The Mayor and City Attorney are hereby authorized to make such minor changes to the Agreement and to take such other actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 5th day of August, 2025.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: June 25, 2025 Submission for the August 5, 2025 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve of a Contract Award to Tri Scapes, LLC to the Construct the 395 West Spalding Drive Stormwater Repair Project and Authorization for the City Manager to Execute the Contract

Recommendation:

City Staff recommends contract award be made to Tri Scapes, LLC for construction of the 395 West Spalding Drive Stormwater Repair Project (the "Project") and requests authorization for the City Manager to execute the contract in the amount of \$1,106,985.77.

Background:

In March 2025, the City of Sandy Springs (the "City") engaged a consultant to promptly develop plans to correct major deficiencies identified in the stormwater system under a section of West Spalding Drive near the properties located at 355 West Spalding Drive, 360 West Spalding Drive, and 395 West Spalding Drive, as well as 7045 Duncourtney Drive. The Project scope includes:

- Replace 66 linear feet of failing 84" corrugated metal pipe culvert with 84" diameter reinforced concrete pipes
- Remove two stone headwalls at inlet and outlet ends of the culvert and replace with cast-in-place reinforced concrete headwalls
- Remove 48 linear feet of 21" diameter corrugated metal pipes and associated stormwater structures
- Install 57 linear feet of 24" diameter reinforced concrete pipes, two precast concrete junction boxes and a headwall
- Install outlet protection at the downstream headwalls
- Reconstruct curb and gutter, handrail, guardrail and roadway restoring all disturbed areas

Discussion:

To advance the Project, the City issued an Invitation to Bid ("ITB") 25-060 on June 25, 2025, seeking bids from qualified contractors to construct the Project. Bids from three (3) contractors were received prior to the July 21, 2025, due date. Bid results were as follows:

Bidder	Bid
Tri Scapes, LLC	\$1,106,985.77

Blount Construction Company, Inc.	\$1,285,272.47
Site Engineering, Inc.	\$1,412,734.40

The engineer's cost estimate for the work was \$705,294.48.

Upon review of the bids, City Staff recommend that contract award be made to the lowest most responsible and responsive bidder, Tri Scapes, LLC in the amount of \$1,106,985.77.

Financial Impact:

There are adequate funds available in the Stormwater Capital Maintenance and Improvements Account budget to award this contract.

Alternatives:

Construct the Project as currently bid; or the City may choose to re-advertise the bid for construction.

Review:

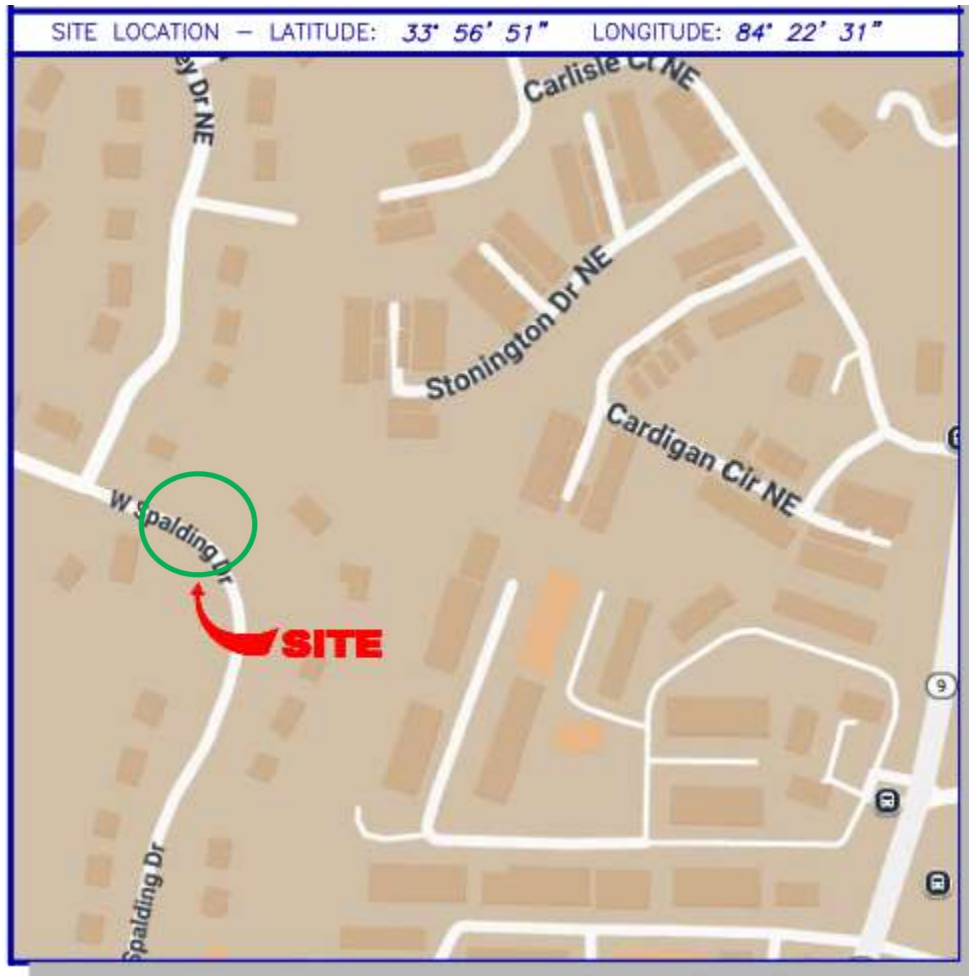
Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/24/2025
Approved - 7/24/2025
Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. Vicinity Map
2. Resolution_07232025

395 West Spalding Drive



VICINITY MAP

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE CONTRACT AWARD TO TRI SCAPES, LLC TO
CONSTRUCT THE 395 WEST SPALDING DRIVE STORMWATER REPAIR PROJECT
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, the City of Sandy Springs (the “City”) has determined the necessity for the construction of a stormwater repair project at 395 West Spalding Drive, Sandy Springs (Fulton County), Georgia known as the 395 West Spalding Drive Stormwater Improvement Project (the “Project”); and

WHEREAS, the Project will correct certain deficiencies in the infrastructure found during a 2025 study and will replace the deficient drainage system; and

WHEREAS, to advance the Project, the City issued an Invitation to Bid No. 25-060 (“ITB”) on June 25, 2025, soliciting bids from qualified firms to construct the Project; and

WHEREAS, On July 21, 2025, the City received bids from three (3) contractors, including a bid from Tri Scapes, LLC, in the amount of \$1,106,985.77 and the City determined it to be the most responsive and responsible bid to perform the Project; and

WHEREAS, the City desires to make contract award to Tri Scapes, LLC. in the amount of \$1,106,985.77 to perform the 395 West Spalding Drive Stormwater Repair Project.

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

1. Contract award for the Project to Tri Scapes, LLC. in the amount of \$1,106,985.77 is approved; and
2. The City Manager is authorized to execute the contract in the amount of \$1,106,985.77 with Tri Scapes, LLC, pending the approval of the City Attorney and the Chief Financial Officer; and
3. The City Manager and appropriate City Staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this the 5th day of August 2025.

Approved:

Attest:

Russell K. Paul, Mayor

Raquel D. González, City Clerk

{SEAL}



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: June 17, 2025 Submission for the August 5, 2025 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve a Contract Award to Kimley-Horn and Associates, Inc. for the Riverside Drive Traffic Engineering Corridor Study and Authorization for the City Manager to Execute the Contract

Recommendation:

City Staff recommends contract award for the Riverside Drive Traffic Engineering Corridor Study (Project No. T-7260) (the "Project") in the amount of \$213,500.00 to Kimley-Horn and Associates, Inc. and requests authorization for the City Manager to execute the contract in the amount of \$213,500.00.

Background:

The Riverside Drive corridor is among the most congested areas in the City of Sandy Springs (the "City"), with the intersection at Heard's Ferry Road presenting significant operational challenges. The City seeks a comprehensive traffic engineering evaluation of three (3) critical locations; the intersection of Heard's Ferry Road at Riverside Drive; the intersection of River Valley Road at Riverside Drive; and the existing roundabouts on Riverside Drive at I-285. The objective is to assess whether signal timing adjustments, geometric improvements, or alternative intersection designs, such as new or modified roundabouts, would improve traffic flow and safety. Notably, roundabouts can offer up to fifteen percent (15%) greater vehicle-handling capacity compared to traditional signalized intersections, making them a potentially efficient solution.

The Consultant will simulate traffic conditions in the corridor to test the effects of roundabouts or traffic signals on traffic flow. Concept sketches of each alternative will be provided along with a concept-level construction cost estimate, including right-of-way/property costs and order of magnitude utility relocation costs.

Discussion:

The City issued a Request for Proposals ("RFP") 25-051, "T-7260 Riverside Drive Traffic Engineering Corridor Study," on May 20, 2025. A non-mandatory pre-proposal meeting was held on June 2, 2025. One (1) addendum was issued on July 13, 2025. The City received four (4) proposals prior to the July 20, 2025 due date. Proposals were reviewed by the City's Purchasing Office for administrative and qualifications compliance, as well as by an evaluation committee consisting of the following five (5) members ("Evaluation Committee"):

- Allen Johnson, TSPLOST Program Manager
- David Low, Senior Traffic Engineer
- Christine Schultz, TSPLOST Project Manager

- Alyssa Thompson-Bean, Traffic Signal Engineer
- Kristen Wescott, Traffic/Transportation Unit Manager

City Staff evaluated the Proposals with the following criteria weighted in evaluation:

- Project Understanding and Approach – 35%
- Project Team – 30%
- Relevant Experience – 30%
- Cost Proposal – 5%

Total - 100%

The Evaluation Committee recommends that the City award the contract to the highest scoring firm.

Firm	Total Score (out of 100)	Proposed Cost
Kimley-Horn and Associates, Inc.	86	\$213,500.00
Keck & Wood, Inc.	76	\$407,303.95
Atlas Technical Consultants, LLC	75	\$236,624.00
Lowe Engineers, LLC	74	\$238,781.57

Financial Impact:

The Intersection and Operational Improvement Program (T7000) has budgeted funds to support this Project for the contracted services.

Alternatives:

The City could award the contract to a different firm or could readvertise the procurement opportunity for the Services.

Review:

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

Created/Initiated - 7/24/2025
Approved - 7/24/2025
Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. Resolution_07232025

**STATE OF GEORGIA
COUNTY OF FULTON**

A RESOLUTION TO APPROVE A CONTRACT AWARD TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE RIVERSIDE DRIVE TRAFFIC ENGINEERING CORRIDOR STUDY AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, The City of Sandy Springs (the "City") has determined a need for a comprehensive traffic engineering study of the Riverside Drive corridor, including the intersections at Heards Ferry Road, River Valley Road, and the roundabouts at I-285, due to current and projected congestion and the need for operational and safety improvements, as it relates to the Riverside Drive Traffic Engineering Corridor Study (Project No. T-7260) (the "Project"); and

WHEREAS, to procure qualified professional engineering services for the Project, the City issued Request for Proposals ("RFP") No. 25-051, titled "T-7260 Riverside Drive Traffic Engineering Corridor Study," on May 20, 2025; and

WHEREAS, the City conducted a non-mandatory pre-proposal meeting on June 2, 2025, provided a question period through June 9, 2025, and received four (4) proposals by the June 20, 2025 submission deadline; and

WHEREAS, the Evaluation Committee determined that Kimley-Horn and Associates, Inc. submitted the highest-scoring proposal based on the established evaluation criteria; and

WHEREAS, City Staff recommend awarding the contract for the Riverside Drive Traffic Engineering Corridor Study to Kimley-Horn and Associates, Inc. in the amount of \$213,500.00 to perform a comprehensive evaluation of traffic operations along the Riverside Drive corridor.

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

1. Contract Award to Kimley-Horn and Associates, Inc. in an amount of \$213,500.00 for the Riverside Drive Traffic Engineering Corridor Study is approved; and
2. That the City Manager is hereby authorized to execute the contract in the amount of \$213,500.00 with Kimley-Horn and Associates, Inc pending approval from the City Attorney and Chief Financial Officer; and
3. The City Manager and appropriate City Staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 5th day of August, 2025.

Approved:

Attest:

Russell K. Paul, Mayor

Raquel D. González, City Clerk
(SEAL)



TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: June 17, 2025 Submission for the August 5, 2025 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve a Contract Award to NGT Group LLC for the Construction of the Roswell Road Traffic Signal Upgrades Project and to Authorize the City Manager to Execute the Contract

Recommendation:

Staff recommends awarding the construction of the Roswell Road Traffic Signal Upgrades Project (the "Project") (Project No. T-9500-23-2A) to NGT Group, LLC in the amount of \$298,034.75, and requests authorization for the City Manager to execute the contract.

Background:

The City of Sandy Spring (the "City") procured traffic engineering services to perform a traffic signal phasing analysis for the intersections of Roswell Road at Trowbridge Road and Roswell Road at Northridge Road. Angle and head-on crashes were reviewed. The City has received citizen complaints related to accessibility and the need for Americans with Disabilities Act ("ADA") compliant infrastructure. As a result of the analysis, the City undertook design of signal upgrades at both intersections to address identified safety concerns to enhance overall safety and operational efficiency.

The analysis concluded that Roswell Road at Trowbridge Road will maintain the existing protected permissive left-turn phasing, as transitioning to permissive-only would offer minimal operational benefits. At Roswell Road at Northridge Road, the northbound left-turn movement will remain protected-only due to sight distance limitations. Additional improvements will be made at both locations in accordance with Georgia Department of Transportation ("GDOT") and Manual on Uniform Traffic Control Device ("MUTCD") standards and will include necessary upgrades to meet current ADA compliance requirements.

Discussion:

On May 16, 2025, the City issued an Invitation to Bid ("ITB") No. 25-046 seeking bids from GDOT qualified contractors to perform construction services for the Project. The City received four (4) construction bids prior to the June 16, 2025, deadline; however, one (1) bid was deemed non-responsive due to the bidder not being GDOT prequalified in the required Class 935: Fiber Optic System. The three (3) responsive bids were as follows:

Contractor	Bid
GTG Traffic Signals LLC	\$371,228.00

Lumin8 Transportation Technologies LLC	\$320,329.90
NGT Group LLC	\$298,034.75
Riverside Traffic Solutions LLC	Non-responsive

The engineer's estimate for the project was \$250,000.00. While the recommended contract exceeds the estimate by approximately 19%, staff determined that current market conditions and the scope of work reasonably account for the variance. After evaluating references and qualifications, staff recommend awarding the contract to NGT Group, LLC as the lowest responsive and responsible bidder in the amount of \$298,034.75.

Financial Impact:

The City has allocated sufficient funding through T9500 Traffic Management Program to support the execution of this project, which aligns with its commitment to eliminating roadway fatalities and serious injury crashes as part of its comprehensive safety initiatives.

Alternatives:

Construct the Project as currently bid; or the City may choose to re-advertise the bid for construction.

Review:

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

Created/Initiated - 7/24/2025
Approved - 7/24/2025
Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. RoswellRd Map
2. T-9500-23-2A Resolution_07212025



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE CONTRACT AWARD TO NGT GROUP LLC TO
CONSTRUCT THE ROSWELL ROAD TRAFFIC SIGNAL UPGRADES PROJECT AND
TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, the City of Sandy Springs (the “City”) has determined the necessity for the construction of an intersection improvement project known as the Roswell Road Traffic Signal Upgrades Project (Project No.: T-9500-23-2A) (the “Project”); and

WHEREAS, the Project will construct improvements for two (2) intersections on Roswell Road to include Roswell Road at Trowbridge Road and Roswell Road at Northridge Road. Work will include restriping, installing or replacing sidewalks, curb, gutter, signal heads, pedestrian heads, detection, signage; and

WHEREAS, to advance the Project, the City issued an Invitation to Bid No. 25-046 (“ITB”) on May 16, 2025, soliciting bids from qualified firms to construct the Project; and

WHEREAS, On June 16, 2025, the City received qualified bids from three (3) contractors, including a bid from NGT Group LLC, in the amount of \$298,034.75, and the City determined it to be the most responsive and responsible bid to perform the Project; and

WHEREAS, the City desires to make a contract award to NGT Group LLC in the amount of \$298,034.75, to perform the Roswell Road Traffic Signal Upgrades Project.

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

1. Contract award to NGT Group LLC for the Roswell Road Traffic Signal Upgrades Project in the amount of \$298,034.75 is approved; and
2. The City Manager is authorized to execute the contract in the amount of \$298,034.75 with NGT Group LLC pending the approval of the City Attorney and the Chief Financial Officer; and
3. The City Manager and appropriate City Staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this, the 5th day of August 2025.

Approved:

Attest:

Russell K. Paul, Mayor

Raquel D. González, City Clerk

{SEAL}



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: July 15, 2025 Submission for the August 5, 2025 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve a Contract Award to Modern Mobility Partners, LLC, for Consulting Services in Support of the Development of the Transportation Master Plan Update and to Authorize the City Manager to Execute the Contract

Recommendation:

Staff recommends contract award be made to Modern Mobility Partners, LLC, for Consulting Services in support of the development of the City of Sandy Springs' (the "City") Transportation Master Plan Update (Project No. T2503) (the "Project") and requests authorization for the City Manager to execute the contract with Modern Mobility Partners, LLC in the amount of \$222,370.47.

Background:

Transportation master plans guide transportation policy and network development in cities and prioritize transportation investments. The City developed its first Transportation Master Plan in 2008 and updated the plan in 2020. The City has since completed many of the projects identified in these plans. This plan will assess, and update transportation needs and identify policies and projects to prepare the City for the future. The plan will provide recommendations to continue to improve mobility and safety in the City. The analysis from the plan, in conjunction with extensive public input and feedback, will result in a list of prioritized project recommendations. This project list would serve as the foundation for any future funding initiatives.

Discussion:

The Request for Proposals (RFP) No. 25-054 was released to the public on May 29, 2025. The RFP was advertised on the City's website and the Georgia Procurement Registry. The deadline for Proposals was June 30, 2025. The City received one (1) bid from Modern Mobility Partners, LLC.

The proposal was evaluated by a committee of five (5) staff members, the "Evaluation Committee". The Evaluation Committee consisted of the following members:

- Dan Coffey, Assistant Director of Communications
- David Low, Senior Traffic / Transportation Engineer
- Ezekiel Guza, Senior Transportation Planner
- Chia-Loong "Connor" Mok, CIP Project Manager
- Kristen Wescott, Traffic & Transportation Unit Manager

The evaluation criteria and weighting are as follows.

CRITERIA	DESCRIPTION	POINTS
Project Understanding/ Methodology	Description of the Offeror's understanding of the proposed Project as outlined in the RFP and the Offeror's demonstration of understanding of the magnitude of the Scope of Work and the desired outcomes for the Project.	30
Schedule and Work Plan	A schedule for timely completion of the Scope of Work and Work Plan on how the work shall be accomplished.	20
Project Personnel	Qualifications of personnel to be assigned to the Project.	25
Similar Experience	Experience and expertise with the subject matter and demonstrated performance of work that is similar in type and scope to the Project.	20
Cost Proposal	Pricing sheet that incorporates all direct and indirect cost associated with the project.	5

The consensus scoring is provided below:

OFFEROR	CONSENSUS TECHNICAL PROPOSAL SCORE	COST PROPOSAL
Modern Mobility Partners, LLC	88	\$222,370.47

Financial Impact:

The recommended contract award is \$222,370.47. There are sufficient funds under capital project T2503 for the award.

Alternatives:

The City may choose not to award the contract and readvertise. This may incur additional time delay with no assurance of lower pricing.

Review:

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

Created/Initiated - 7/24/2025
Approved - 7/24/2025
Approved - 8/1/2025
Approved - 8/1/2025

Eden Freeman, City Manager

Final Approval - 8/1/2025

Attachments:

1. T2503_Resolution

STATE OF GEORGIA
FULTON COUNTY

**A RESOLUTION TO APPROVE CONTRACT AWARD TO MODERN
MOBILITY PARTNERS, LLC FOR CONSULTING SERVICES ON THE
TRANSPORTATION MASTER PLAN UPDATE AND TO AUTHORIZE
THE CITY MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, on May 29, 2025, the City of Sandy Springs (the “City”) advertised its Request for Proposals (“RFP”) seeking proposals from qualified consultants to perform consulting services (the “Services”) for the Transportation Master Plan Update (Project No. T2503 (the “Project”); and

WHEREAS, City Staff received one (1) response to the RFP on June 30, 2025, including a proposal from Modern Mobility Partners, LLC (“Modern Mobility Partners”) in the amount of \$222,370.47; and

WHEREAS, the proposal was evaluated by the evaluation committee, and the proposal was found to be a qualified and responsible bid; and

WHEREAS, it is the desire of the City to award a contract to Modern Mobility Partners, LLC in the amount of \$222,370.47 for Consulting Services on the Transportation Master Plan Update.

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

1. Modern Mobility Partners, LLC is hereby awarded a contract in an amount of \$222,370.47 to perform consulting services for the Project; and
2. The City Manager is authorized to execute the contract with Modern Mobility Partners, LLC, subject to the approval of the City Attorney and Chief Financial Officer; and
3. The City Manager and appropriate City Staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this 5th day of August, 2025.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Brent Walker, Director of Recreation and Parks

DATE: July 7, 2025 Submission for the August 5, 2025 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve Seven Contract Awards for On-Call Landscape and Architectural Design Services for the City of Sandy Springs Recreation and Parks Department and to Authorize the City Manager to Enter Into the Contracts

Recommendation:

Staff recommends that the Mayor and City Council approve the seven (7) pre-qualified vendors selected by the Evaluation Committee for on-call landscape and architectural design services pursuant to Invitation to Bid ("ITB") No. 25-049 and seeks authorization for the City Manager to execute the seven (7) contracts.

Background:

The City of Sandy Springs' (the "City") Recreation and Parks Department initiated a two-phase competitive procurement process to establish on-call contracts for landscape and architectural design services. These services encompass, but are not limited to, the design and engineering of pavilions, park concessions, sports fields, stormwater and utility improvements, and the development of plans, specifications, and cost estimates for enhancements to gateways, medians, streetscapes, greenways, trails, waterways, roadways, sidewalks, street lighting, street trees, and other corridor amenities within City-owned open spaces.

The City's previous on-call landscape and architectural design services contracts expired on June 30, 2025.

Discussion:

The City received fifteen (15) responses to ITB 25-049 On-Call Landscaping and Architectural Design Services. Each vendor submission was vetted through an RFQC ("Request for Qualified Contractors") process to determine if they met the general requirements for the services needed. The qualifications were based on:

- Quality of Team Proposed to Manage City Projects
- Suitability-Capability/Resources
- Experience with a Similar Entity
- Methodology and Approach.

A committee of three (3) staff members ("Evaluation Committee") performed an independent review of all responses using the above-described criteria. Following individual evaluations, the committee met to

discuss the responses and determined that all submittals were qualified. Members of the Evaluation Committee were:

- Brent Walker, Recreation and Parks Director
- Steve Ciaccio, Recreation and Parks Assistant Director
- Erika Rose, Recreation and Parks Executive Administrative Assistant

All fifteen (15) firms were deemed qualified to proceed to the next phase and were invited to submit fee schedules. The City received fifteen (15) bids, summarized as follows:

Vendor	Total Bid Amount
The Collaborative Inc.	\$54,960.00
Kaizen Collaborative Design Inc.	\$57,400.00
Vanasse Hangen Brustlin, Inc.	\$58,080.00
AtkinsRéalis USA Inc.	\$61,220.00
Root Design Studio, LLC	\$61,600.00
Starr Whitehouse Landscape Architects and Planners LLC	\$64,004.00
Foresite Group, LLC	\$64,200.00
Gresham, Smith And Partners (L.P.)	\$66,600.00
Goodwyn Mills Cawood	\$71,000.00
Breedlove Land Planning, Inc.	\$72,600.00
Kimley-Horn And Associates, Inc.	\$73,200.00
Pond & Company	\$75,040.00
Lose & Associates, Inc.	\$77,360.00
Tunnell, Spangler & Associates, Inc. (d/b/a TSW Design)	\$77,600.00
CPL Architects, Engineers and Landscape Architects, D.P.C. (P.C.)	Non-Responsive

The Evaluation Committee identified the seven (7) responses based on the bids provided that best meet the needs of the City. The seven (7) firms were selected based upon the City's need to have several consultants under contract to ensure competitive pricing for future projects. The recommended firms are:

- The Collaborative Inc.
- Kaizen Collaborative Design Inc.
- Vanasse Hangen Brustlin, Inc.
- AtkinsRéalis USA Inc.
- Root Design Studio, LLC
- Starr Whitehouse Landscape Architects and Planners LLC
- Foresite Group, LLC

The City will establish contracts with the seven (7) firms listed above for on-call landscape and architectural design services. Each firm provided a rate schedule as part of its submittal that will provide the basis for project pricing. The Purchasing Department will obtain at least three (3) quotes as well as proposed project schedules for each project based on a scope of work and deliverables provided by the Recreation and Parks Department. These items will be used to prioritize consultant selection for task orders. The Recreation and Parks project manager will then recommend a task order approval be made with concurrence from the Director of Recreation and Parks. Upon recommendation of award, the Purchasing Department staff will provide a task order for the proposed project to the recommended consultant.

The current on-call design and engineering contracts will provide the framework for the City's standard terms and conditions for the new on-call contracts. Projects over \$200,000 will be brought before Council for approval per the adopted purchasing policy.

Financial Impact:

Sufficient funds were included within the FY 2026 Budget. Funds are allocated in Account #1006110 523900.

Alternatives:

As an alternative to on-call services, Staff could conduct an individual design services procurement for each proposed future project.

Review:

Erika Rose, Executive Administrative Assistant
 Brent Walker, Director of Recreation and Parks
 Kristin Byars Smith, Assistant City Manager
 Toni Carlisle, Chief Financial Officer
 Dan Lee, City Attorney
 Eden Freeman, City Manager

Created/Initiated - 7/15/2025
 Approved - 7/15/2025
 Approved - 7/16/2025
 Approved - 8/1/2025
 Approved - 8/1/2025
 Final Approval - 8/1/2025

Attachments:

1. On Call Landscape Design_Resolution

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE SEVEN (7) CONTRACT AWARDS FOR ON-CALL
LANDSCAPE AND ARCHITECTURAL DESIGN SERVICES FOR THE CITY OF SANDY
SPRINGS' RECREATION AND PARKS DEPARTMENT AND TO AUTHORIZE THE CITY
MANAGER TO ENTER INTO THE CONTRACTS**

WHEREAS, the City of Sandy Springs (the "City") had in place certain contracts for on-call landscape and architectural design services that expired on June 30, 2025; and

WHEREAS, to facilitate faster turn-around on landscape and architectural design projects, City staff desires to continue to have qualified firms available to perform such services; and

WHEREAS, to advance that goal and in response to guidance from City management, City staff issued an Invitation to Bid 25-049 ("Solicitation") on May 13, 2025, to identify one (1) or more qualified firms to expedite future projects in the City that may include landscape, architectural, structural, mechanical, and electrical or renovation design and/or any combination thereof, on an as needed basis; and

WHEREAS, on June 13, 2025, the City received fifteen (15) responses to the Solicitation; and

WHEREAS, an evaluation committee evaluated responses received and determined that seven (7) firms were qualified and met the criteria stated in the Solicitation to perform on-call landscape and architectural design services for the City, as described in the attached memorandum; and

WHEREAS, the pre-qualified firms selected by the evaluation committee are: (1) The Collaborative Inc.; (2) Kaizen Collaborative Design Inc.; (3) Vanasse Hangen Brustlin, Inc.; (4) AtkinsRéalis USA Inc.; (5) Root Design Studio, LLC; (6) Starr Whitehouse Landscape Architects and Planners LLC; and (7) Foresite Group, LLC; and

WHEREAS, it is the desire of the City to approve the seven (7) firms selected by the evaluation committee as qualified to perform on-call landscape and architectural design services, as further described herein and to enter into contracts with same.

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

1. The contract awards to the Collaborative Inc.; Kaizen Collaborative Design Inc.; Vanasse Hangen Brustlin, Inc.; AtkinsRéalis USA Inc.; Root Design Studio, LLC; Starr Whitehouse Landscape Architects and Planners; and Foresite Group, LLC are hereby approved as pre-qualified to perform on-call design services for the City; and
2. The City Manager is authorized to execute contracts with the seven (7) pre-qualified firms, subject to approval of the City Attorney and the Chief Financial Officer; and
3. The City Manager and appropriate City staff shall take such actions as may be deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this 5th day of August, 2025.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Keith Sanders, Fire Chief

DATE: June 13, 2025 Submission for the August 5, 2025 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve an Intergovernmental Agreement with the City of Johns Creek for the Shared Use of the WestNet Radio Interface Controller and to Authorize the City Manager to Execute the Agreement

Recommendation:

The Fire Chief for the City of Sandy Springs (the “City”) recommends that the Mayor and Council approve an Intergovernmental Agreement (“IGA”) with the City of Johns Creek (“Johns Creek”) for the Shared Use of the WestNet Radio Interface Controller and requests authorization for the City Manager to execute the IGA

Background:

The purpose of this IGA is to establish a mutual agreement regarding the shared use of the WestNet Radio Interface Controller (“RIC”), currently installed at Chattahoochee River 911 Authority (“ChattComm”), which serves as the Public Safety Answering Point (“PSAP”) and dispatch center for both the Sandy Springs Fire Department and the Johns Creek Fire Department.

Discussion:

The Sandy Springs Fire Department previously purchased and installed a WestNet RIC at ChattComm to support the deployment of the WestNet Fire Station Alerting System across all Sandy Springs fire stations. The City of Johns Creek is currently in the process of implementing the same WestNet system for use in its fire stations. WestNet Inc., the system manufacturer, has confirmed that the existing RIC at ChattComm has the capacity and technical capability to support the Johns Creek system without the need for separate, redundant RICs. Additionally, WestNet Inc. has confirmed that it will perform the necessary technical work to connect and integrate the Johns Creek WestNet system with the existing RIC at ChattComm

Financial Impact:

Johns Creek will reimburse the City \$50,000.00 for access and use of the existing WestNet Radio Interface Controller installed at ChattComm. The City of Johns Creek unanimously approved the attached IGA during their July 28, 2025 meeting.

Alternatives:

Mayor and Council may choose not to approve the proposed IGA and provide further guidance to Staff.

Review:

Roopal Patel, Executive Asst.
Keith Sanders, Fire Chief
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/31/2025
Approved - 8/1/2025
Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. IGA - Westnet RIC Johns Creek

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
CITY OF SANDY SPRINGS, GEORGIA
AND
CITY OF JOHNS CREEK, GEORGIA
FOR THE SHARED USE OF THE WESTNET RADIO INTERFACE CONTROLLER**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), entered into and made effective as of the date it shall have been executed by both parties hereto (“Effective Date”), by and between the City of Sandy Springs (“Sandy Springs”), and the City of Johns Creek (“Johns Creek”), (collectively, Sandy Springs and Johns Creek may be referred to as "Parties" or individually as "Party").

WITNESSETH:

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding fifty (50) years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Sandy Springs and Johns Creek are parties to that certain Intergovernmental Agreement for the Joint Public Safety and Judicial Facilities Authority for the provision of 911 communication services in the cities of Sandy Springs and Johns Creek executed in October 2008 and most recently renewed in June 2024 (“Chatcomm”); and

WHEREAS, In September 2021, Sandy Springs, after public bidding, awarded a contract to WestNet, Inc. (“WestNet”) for the purchase and installation of a WestNet Radio Interface Controller (“RIC”) at Chattcom for deployment of the WestNet Fire Station Alerting System across all Sandy Springs fire stations; and

WHEREAS, Johns Creek is currently in the process of implementing an identical WestNet Radio Station Alerting System for use in their city fire stations; and

WHEREAS, WestNet has agreed to perform the necessary technical work to connect and integrate the WestNet system for Johns Creek with the existing RIC purchased by Sandy Springs for Chattcom; and

WHEREAS, Sandy Springs and Johns Creek desire to enter into this IGA to provide for payment by Johns Creek to Sandy Springs for partial reimbursement of expenses incurred by Sandy Springs for the initial procurement and installation of the RIC; and

WHEREAS, the Parties desire to enter into this IGA to set forth the terms and conditions as further described below.

NOW THEREFORE, for and in consideration of other good and valuable consideration mutually benefitting the Parties, the sufficiency of which is acknowledged by the Parties, the Parties agree to the following:

I. COOPERATION:

Each Party hereby agrees to cooperate with the other Party in a reasonable manner and as reasonably requested by the other Party, to accomplish the purpose of this Agreement.

II. RESPONSIBILITIES OF THE PARTIES.

A. ACCESS AND USE. The City of Sandy Springs agrees to allow the City of Johns Creek to access and use the existing WestNet Radio Interface Controller installed at Chattcom for the purpose of dispatching fire department units through the WestNet Fire Station Alerting System.

B. COMPENSATION. In consideration of this shared use, the City of Johns Creek agrees to reimburse the City of Sandy Springs in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00), with said amount to be paid to the City of Sandy Springs not later than ten (10) days following the City of Johns Creek's execution of this IGA. This payment represents partial reimbursement for the initial cost incurred by Sandy Springs for the procurement and installation of the RIC and eliminates the need for Johns Creek to purchase a new RIC, which has been estimated by WestNet at One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00).

C. INSTALLATION AND TECHNICAL CONFIGURATION. All work required to connect the Johns Creek WestNet system to the existing RIC shall be performed by WestNet Inc. at the sole expense of the City of Johns Creek. Sandy Springs shall have no financial obligation for any work or changes related to Johns Creek's connection.

D. OWNERSHIP AND MAINTENANCE. The WestNet Radio Interface Controller shall remain the property of the City of Sandy Springs. Maintenance, upgrades, or replacement of the RIC shall be the responsibility of the City of Sandy Springs. However, both parties agree to cooperate in good faith regarding any future changes that may impact the use of the system by either jurisdiction.

III. TERM & TERMINATION.

A. TERM. This Agreement shall commence upon the date of execution by both Parties and will remain in effect for one (1) year from the date thereof ("Initial Term"). This Agreement shall renew

annually for additional one (1) year terms (“Renewal Term”) unless either Party provides written notice of termination to the other Party at least thirty (30) days prior to the end of the current term.

B. TERMINATION. This Agreement may be terminated by either Party at any time by providing at least sixty (60) days written notice of termination.

IV. NOTICES.

Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to Sandy Springs and Johns Creek respectively, at the addresses shown below or at such other addresses as may be furnished by Sandy Springs and Johns Creek writing from time to time.

If to Sandy Springs:

City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
Attn: Eden Freeman, City Manager

With a copy to:

City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
Attn; Dan Lee, City Attorney

If to Johns Creek:

City of Johns Creek
11360 Lakefield Drive
Johns Creek, Georgia 30097
Attn: Kimberly Greer, City Manager

With a copy to:

City of Johns Creek
11360 Lakefield Drive
Johns Creek, Georgia 30097
Attn: Richard A. Carothers, City Attorney

V. GENERAL PROVISIONS.

A. GOVERNING LAW. This IGA and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

B. ENTIRE UNDERSTANDING. This IGA expresses the entire understanding and all agreements between the Parties hereto with respect to the subject matter set forth herein.

C. COUNTERPARTS. This IGA may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

D. AMENDMENTS. This Agreement may be amended, supplemented, or otherwise modified solely by a document in writing duly executed and delivered by the Parties. No waiver, release, or similar modification of this IGA shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the Parties.

E. NON-ASSIGNMENT. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this IGA.

{Signature Page to Follow}

IN WITNESS WHEREOF, Sandy Springs and Johns Creek have executed this Agreement and caused their seals to be affixed and attested as of the day and year below written.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

Date of Execution

Attest:

Approved as to Form:

By: _____
Raquel D. González, City Clerk

By: _____
Dan Lee, City Attorney

{S.E.A.L.}

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

Date of Execution

Attest:

Approved as to Form:

By: _____
Allison Tarpley, City Clerk

By: _____
Richard A. Carothers, City Attorney

{S.E.A.L.}



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Eden Freeman, City Manager

DATE: July 31, 2025 Submission for the August 5, 2025 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution of the Mayor and Council of the City of Sandy Springs, Georgia (the "City"), to Approve the Bond Resolution of the City of Sandy Springs Public Facilities Authority Authorizing the Issuance of the City of Sandy Springs Public Facilities Authority Revenue Bonds (City of Sandy Springs Fire and Safety Projects), Series 2025, in the Aggregate Principal Amount of Not to Exceed \$50,500,000; to Authorize the Execution of a Lease Agreement between the Authority, as Lessor, and the City, as Lessee; to Authorize the Mayor and Other Officers and Officials of the City to Take Such Further Actions As are Necessary to Provide for the Issuance and Delivery of the Revenue Bonds Described Herein; and for Other Purposes

Recommendation:

Staff recommend that the City Council approve the Resolution.

Background:

The proposed bond issuance includes a new Fire Station #4 within the City limits, a replacement Fire Station #1, and an addition to Fire Station #3. Fire Station #4, located at 4697 Wieuca Road, Atlanta, GA 30342, is currently located outside the City of Sandy Springs' (City) city limits, presenting jurisdictional, operational, and financial challenges. On July 15, 2025, the Public Facilities Authority approved two purchase and sale agreements for property located at 5275 Roswell Road and 0 Roswell Road to provide a location for a new Fire Station #4. A relocation of the fire station to the south end of the City (within City limits) will significantly enhance response capacity in that area, ultimately improving safety for both residents and visitors.

Fire Station #1, located at 1425 Spalding Drive, was constructed in 1968 and the building is now obsolete and in need of replacement. Fire Station #3, located at 6025 Raider Drive, was constructed in 2002. Modifications to the facility include an addition to the existing apparatus bay, a three-story training stairway, gear locker rooms and decontamination room, an exercise room with lockers and showers, and a natural gas generator to provide back-up power to the facility.

Discussion:

These projects were discussed and prioritized within the Fiscal Year 2026 Budget process. The City has requested that the Public Facilities Authority issue its Revenue Bonds (City of Sandy Springs Fire and Safety Projects), Series 2025, in the aggregate principal amount of not to exceed \$50,500,000. The City and the Authority would enter into a Lease Agreement (the "Lease"), pursuant to which the Projects would be leased by the Authority, as lessor, to the City, as lessee, and the City would agree to make lease

payments in stated amounts which are sufficient to pay the principal of and interest on the Series 2025 Bonds.

Financial Impact:

The aggregate principal amount of the proposed Series 2025 Bonds shall not exceed \$50,500,000. Staff estimate the annual debt payment for Fiscal Year 2026 to be approximately \$3,078,478. However, this amount will be reduced to \$1,678,478 due to anticipated savings from restructuring securities held in escrow that were realized from the refunding of the City's 2015 and 2020 debt issuances. A separate resolution will be brought to Council in September to initiate that process.

Alternatives:

Council may choose not to approve the Resolution as proposed and provide further direction to Staff.

Review:

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

Created/Initiated - 8/1/2025
Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. City Resolution (City of Sandy Springs) (Fire Station Project) Series 2025

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA (THE “CITY”), TO APPROVE THE BOND RESOLUTION OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY AUTHORIZING THE ISSUANCE OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF SANDY SPRINGS FIRE AND SAFETY PROJECTS), SERIES 2025, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$50,500,000; TO AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE AUTHORITY, AS LESSOR, AND THE CITY, AS LESSEE; TO AUTHORIZE THE MAYOR AND OTHER OFFICERS AND OFFICIALS OF THE CITY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE REVENUE BONDS DESCRIBED HEREIN; AND FOR OTHER PURPOSES.

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

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

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

WHEREAS, the City has requested that the Authority issue its Revenue Bonds (City of Sandy Springs Fire and Safety Projects), Series 2025, in the aggregate principal amount of not to exceed \$50,500,000 (the “Series 2025 Bonds”) to provide funds to (i) finance, in whole or in part, the cost of acquiring, constructing and installing certain fire and safety facilities for the City, including the acquisition of land and the acquisition, construction of new fire and safety facilities and renovation of existing fire and safety facilities (the “Projects”), as more fully described in the Project Report attached as Exhibit C to the Bond Resolution (as defined below), and (ii) pay expenses necessary to accomplish the foregoing; and

WHEREAS, the Series 2025 Bonds shall be issued pursuant to a resolution of the Authority, adopted on August 5, 2025 (the “Bond Resolution”), a form of which is attached hereto as Exhibit A; and

WHEREAS, the exact aggregate principal amount of the Series 2025 Bonds and interest rates thereon will be determined by the Authority in a resolution supplementing the Bond Resolution (the “Supplemental Bond Resolution”); and

WHEREAS, the Authority and the City propose to enter into a Lease Agreement (the “Lease”), pursuant to which the Projects will be leased by the Authority, as lessor, to the City, as lessee, and the City will agree to make lease payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2025 Bonds (the “Lease Payments”); and

WHEREAS, the Series 2025 Bonds will be secured by a first lien on the Lease and the Lease Payments; and

WHEREAS, the City proposes to authorize the use and distribution of a Preliminary Official Statement relating to the Series 2025 Bonds (the “Preliminary Official Statement”), authorize the execution, delivery and use of an Official Statement relating to the Series 2025 Bonds (the “Official Statement”) and “deem final” the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission; and

WHEREAS, the City proposes to authorize the execution, delivery and performance of a Continuing Disclosure Certificate (the “Disclosure Certificate”) to assist the initial purchaser of the Series 2025 Bonds in complying with its obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended; and

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

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

The City has made a finding of fact that:

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

BE IF FURTHER RESOLVED, as follows:

1. The Mayor and Council of the City hereby approve the form of the Bond Resolution, adopted by the Authority on August 5, 2025, in substantially the form attached hereto as Exhibit A, together with such supplements and amendments which may be made

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

2. The Mayor is authorized and directed to cause to be prepared an answer to be filed in validation proceedings requesting that the Series 2025 Bonds and the security therefor be declared valid in all respects.

3. Subject to Section 10 below, the execution, delivery and performance by the City of the Lease, in substantially the form attached hereto as Exhibit B, between the City and the Authority be and the same are hereby authorized. The Mayor is authorized to agree to any amendments to the Lease as may be necessary prior to the issuance of each series of the Series 2025 Bonds, and the execution and delivery of any such amendments shall be conclusive evidence of such approval. The Clerk of the City is authorized to attest the execution by the Mayor of the Lease and to affix the seal of the City to such documents.

4. The City hereby certifies that the City’s pledge of its taxing power, subject to the 4.731 mill per dollar limitation (or such greater amount as may hereafter be recommended by the Mayor and Council of the City and approved by a majority of the eligible voters in the City by referendum), produces an amount that is at least 1.00 times the maximum annual debt service coming due on the Series 2025 Bonds and any other debt or obligations of the City in any Sinking Fund Year (as defined in the Lease Agreement).

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

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

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

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

9. The Mayor, Clerk of the City, and such other officials as may be required are directed to take such actions and to complete such transfers as are necessary to provide security for payment of the Series 2025 Bonds in accordance with the Bond Resolution and any

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

10. The Lease, and any amendment thereto, the Disclosure Certificate and the Official Statement shall not be executed until the Mayor and Council of the City have been provided a certified copy of the respective Supplemental Bond Resolution and have adopted the respective Supplemental Resolution, approving such Supplemental Bond Resolution and the final terms for each respective series of the Series 2025 Bonds.

11. The Mayor is hereby authorized to execute and deliver a certification, based upon facts, estimates and circumstances, as to reasonable expectations regarding the amount, expenditure and use of the proceeds of the Series 2025 Bonds, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Series 2025 Bonds.

12. No stipulation, obligation or agreement herein contained or contained in the Lease shall be deemed to be a stipulation, obligation or agreement of the Mayor or Clerk of the City in their individual capacity, and neither the Mayor nor the Clerk of the City shall be personally liable under the Lease or on the Series 2025 Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

13. From and after the execution and delivery of the Lease, and any amendments thereto and the Disclosure Certificate, the Mayor is hereby authorized, empowered, and directed to perform all actions and things, relating to the Lease and the issuance of the Series 2025 Bonds, and to execute all such documents as may be necessary to carry out and comply with the provisions of said Lease, and any amendments thereto, as executed, and is further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2025 Bonds and the execution and delivery of the Lease. The Clerk of City is authorized, empowered, and directed to attest the signatures of the Mayor, as and if necessary, with the signatures of such persons to be conclusive evidence of their authority to do and perform such actions and things.

14. All acts and doings of the Mayor which are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Series 2025 Bonds and the execution, delivery and performance of the Lease, and any amendments thereto, and the Disclosure Certificate shall be, and the same hereby are, in all respects approved and confirmed.

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

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

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

SO RESOLVED, this 5th day of August, 2025.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor

(S E A L)

Attest: _____
Clerk

Exhibit A

Bond Resolution

BOND RESOLUTION

RESOLUTION OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY (GEORGIA) TO PROVIDE FOR THE ISSUANCE OF ITS REVENUE BONDS (CITY OF SANDY SPRINGS FIRE AND SAFETY PROJECTS), SERIES 2025, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$50,500,000, TO PROVIDE FUNDS TO (I) FINANCE THE COST OF ACQUIRING, CONSTRUCTING AND INSTALLING FIRE AND SAFETY PROJECTS FOR LEASE TO THE CITY OF SANDY SPRINGS, GEORGIA, AND (II) PAY EXPENSES NECESSARY TO ACCOMPLISH THE FOREGOING; TO PROVIDE FOR THE ISSUANCE UNDER CERTAIN TERMS AND CONDITIONS OF ADDITIONAL BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE HOLDERS OF THE BONDS ISSUED HEREUNDER; TO AUTHORIZE AND APPROVE THE EXECUTION OF A LEASE AGREEMENT WITH THE CITY OF SANDY SPRINGS, GEORGIA; AND FOR OTHER RELATED PURPOSES.

Adopted on

August 5, 2025

This document was prepared by

Gray, Pannell & Woodward LLP
336 Hill Street
Athens, Georgia 30601

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BOND RESOLUTION

RESOLUTION OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY (GEORGIA) TO PROVIDE FOR THE ISSUANCE OF ITS REVENUE BONDS (CITY OF SANDY SPRINGS FIRE AND SAFETY PROJECTS), SERIES 2025, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$50,500,000, TO PROVIDE FUNDS TO (I) TO FINANCE THE COST OF ACQUIRING, CONSTRUCTING AND INSTALLING FIRE AND SAFETY PROJECTS FOR LEASE TO THE CITY OF SANDY SPRINGS, GEORGIA, AND (II) PAY EXPENSES NECESSARY TO ACCOMPLISH THE FOREGOING; TO PROVIDE FOR THE ISSUANCE UNDER CERTAIN TERMS AND CONDITIONS OF ADDITIONAL BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE HOLDERS OF THE BONDS ISSUED HEREUNDER; TO AUTHORIZE AND APPROVE THE EXECUTION OF A LEASE AGREEMENT WITH THE CITY OF SANDY SPRINGS, GEORGIA; AND FOR OTHER RELATED PURPOSES.

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

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

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

WHEREAS, the Authority proposes to acquire, construct and install certain fire and safety facilities for the City, including the acquisition of land and the acquisition, construction of new fire and safety facilities and renovation of existing fire and safety facilities (the “Projects”), as more fully described in the Project Report attached hereto as Exhibit C; and

WHEREAS, after careful study and investigation, the Authority proposes to issue its Revenue Bonds (City of Sandy Springs Fire and Safety Projects), Series 2025, in the aggregate principal amount of not to exceed \$50,500,000 (the "Series 2025 Bonds"), for the purpose of providing funds to (a) finance the acquisition, construction and installation of the Projects and (b) pay the costs incident thereto; and

WHEREAS, the Authority and the City propose entering into a Lease Agreement (the "Lease Agreement"), pursuant to which the Projects will be leased by the Authority, as lessor, to the City, as lessee, and the City will agree to make lease payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2025 Bonds (the "Lease Payments"); and

WHEREAS, the Series 2025 Bonds will be secured by a first lien on the Lease Agreement and the Lease Payments; and

WHEREAS, the Authority proposes to authorize the use and distribution of a Preliminary Official Statement relating to the Series 2025 Bonds (the "Preliminary Official Statement"), authorize the execution, delivery and use of an Official Statement relating to the Series 2025 Bonds (the "Official Statement") and "deem final" the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission; and

WHEREAS, the Authority has retained the services of First Tryon Advisors, LLC, to act as financial advisor for the Series 2025 Bonds (the "Financial Advisor"); and

WHEREAS, the Financial Advisor has advised that it is in the best interest of the Authority to prepare a notice of sale to be submitted to prospective underwriters and purchasers of the Series 2025 Bonds and to receive competitive bids; and

WHEREAS, the Authority and the City desire to authorize and direct (i) the Financial Advisor to prepare and publish the appropriate notices of sale for the Series 2025 Bonds and to have the City Manager of the City review all bids received in accordance with such notices; and (ii) the City Manager of the City to award the sale of the Series 2025 Bonds to the bidder(s) submitting the best bid(s) with the lowest true interest cost to the Authority and the City.

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

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

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

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

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

(c) the specified payments to be received by the Authority under the Lease Agreement will be fully sufficient to pay the principal of and interest on the Series 2025 Bonds as the same become due and payable; and

BE IF FURTHER RESOLVED, as follows:

ARTICLE I.

DEFINITIONS

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

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

“Additional Bonds” means any revenue bonds of the Authority ranking on a parity with the Series 2025 Bonds which may hereafter be issued pursuant to Section 2.10 hereof.

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

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

“Beneficial Owners” shall mean the owners of a beneficial interest in the Series 2025 Bonds registered in Book-Entry Form.

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

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

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

“Bonds” means the Series 2025 Bonds and any Additional Bonds authorized by and issued pursuant to this Bond Resolution.

“Book-Entry Form” or “Book-Entry System” shall mean, with respect to the Series 2025 Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Series 2025 Bonds and bond service charges may be transferred only through book entry and (ii) physical Series 2025 Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Series 2025 Bonds in the custody of a Securities Depository.

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

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

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

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

“Cost of Issuance Fund” means the City of Sandy Springs Public Facilities Authority Cost of Issuance Fund – City of Sandy Springs Fire and Safety Projects, Series 2025 created pursuant to Section 4.04 of this Bond Resolution.

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

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

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

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

“Interest Payment Date” means the 1st day of each May and November of each year.

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

“Lease Payments” means the payments which are to be received by the Authority pursuant to Section 5.2 of the Lease Agreement, which are equal to the amounts sufficient to enable the Authority to pay the principal of and interest on the Bonds as the same become due, whether at maturity or by proceedings for mandatory redemption; provided, however, the City shall receive a credit against any required Lease Payment to the extent moneys are on deposit in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Projects” mean the fire and safety projects for the City financed with the proceeds of the Series 2025 Bonds described more fully in the Project Report.

“Project Fund” means the City of Sandy Springs Public Facilities Authority Project Fund – City of Sandy Springs Fire and Safety Projects, Series 2025 created in Section 4.02 of this Bond Resolution.

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

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

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

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

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

“Series 2015 Bonds” mean the City of Sandy Springs Public Facilities Authority Revenue Bonds (City of Sandy Springs City Center Project), Series 2015, issued in the original aggregate principal amount of \$159,475,000 and currently outstanding in the principal amount of \$3,580,000.

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

“Series 2020 Bonds” mean the City of Sandy Springs Public Facilities Authority Taxable Refunding Revenue Bonds (City of Sandy Springs City Center Project), Series 2020, issued in the original aggregate principal amount of \$161,770,000 and currently outstanding in the principal amount of \$152,480,000.

“Series 2020B Bond Resolution” means the Bond Resolution of the Authority duly adopted on September 15, 2020, as supplemented on October 20, 2020, in connection with the issuance of the Series 2020B Bonds.

“Series 2020B Bonds” mean the City of Sandy Springs Public Facilities Authority Revenue Bonds (Public Facilities Project), Series 2020B, issued in the original aggregate principal amount of \$53,170,000, and currently outstanding in the principal amount of \$43,605,000.

“Series 2025 Bonds” mean the not to exceed \$50,500,000 in aggregate principal amount of City of Sandy Springs Public Facilities Authority Revenue Bonds (City of Sandy Springs Fire and Safety Projects), Series 2025 authorized to be issued pursuant to Article II of this Bond Resolution.

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

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

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

“Sinking Fund Year” shall mean the period commencing on the 2nd day of May in each year and extending through the 1st day of May in the next year or such other dates as may be specified in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of the Series 2025 Bonds.

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

[END OF ARTICLE I]

ARTICLE II.

AUTHORIZATION AND TERMS OF SERIES 2025 BONDS; AND FORM AND REGISTRATION OF SERIES 2025 BONDS

Section 2.01 Authorization of Series 2025 Bonds.

There are hereby authorized to be issued a series of bonds of the Issuer which shall be designated as the “City of Sandy Springs Public Facilities Authority Revenue Bonds (City of Sandy Springs Fire and Safety Projects), Series 2025”. The Series 2025 Bonds are authorized to be issued for the purpose of providing funds to finance, in whole or in part, the cost of (i) acquiring, constructing and installing the Projects and (ii) issuing the Series 2025 Bonds.

The Series 2025 Bonds shall be payable solely from the Lease Payments. All of the covenants, agreements and provisions of this Bond Resolution shall be for the equal and proportionate benefit and security of all owners of the Bonds issued hereunder.

Section 2.02 Terms of Series 2025 Bonds.

The Series 2025 Bonds shall be dated as of their date of issuance, shall be in the form of fully registered bonds without coupons, shall be in the denomination of \$5,000 or any integral multiple thereof, shall be transferable to subsequent owners as hereinafter provided, shall be numbered R-1 upward, shall bear interest (based on a 360-day year comprised of twelve thirty-day months) from the Interest Payment Date (hereinafter defined) next preceding their date of authentication to which interest has been paid (unless their date of authentication is an Interest Payment Date, in which case from such Interest Payment Date, unless their date of authentication is after a Record Date but before an Interest Payment date, in which case from the next Interest Payment Date, or unless their date of authentication is before the first Interest Payment Date, in which case from the date of issuance and delivery). The interest shall be payable on the Interest Payment Dates, and the principal shall mature on the 1st day of May.

The Series 2025 Bonds may be issued in the aggregate principal amount of not to exceed \$50,500,000; shall bear interest at interest rates not to exceed 6.0% per annum; and shall have a maximum annual debt service in any sinking fund year not to exceed \$3,350,000. The Series 2025 Bonds shall have a final maturity not later than December 31, 2055. The principal amount in each year (through the operation of a sinking fund or otherwise) and the interest rate on each such maturity shall be specified by the Authority in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of the Series 2025 Bonds.

Unless the Series 2025 Bonds are held in Book-Entry Form, the principal amount of the Series 2025 Bonds shall be payable at maturity, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Unless the Series 2025 Bonds are held in Book-Entry Form, interest on the Series 2025 Bonds shall be paid on each Interest Payment Date by check or draft mailed by first class mail as provided in Section 2.05 hereof, except that in the case of any owner of Series 2025 Bonds in an aggregate principal amount of at least \$1,000,000 who, on or prior to any Record

Date, shall supply wire transfer instructions to the Paying Agent, interest due on the Interest Payment Date next succeeding such Record Date shall be payable by wire transfer in accordance with such instructions. While the Series 2025 Bonds are held in Book-Entry Form, the principal and interest on the Series 2025 Bonds shall be payable as provided in Section 2.11 hereof.

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

Section 2.03 Execution of Series 2025 Bonds.

The Series 2025 Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chairman of the Authority and the official seal of the Authority shall be printed or impressed thereon and attested by the manual or facsimile signature of the Secretary of the Authority. In case any officer who shall have signed or sealed any of the Series 2025 Bonds shall cease to be such officer before the Series 2025 Bonds so signed and sealed have been actually authenticated and delivered, such Series 2025 Bonds shall nevertheless be authenticated and delivered as herein provided and may be issued as though the person who signed or sealed such Series 2025 Bonds had not ceased to be such officer. Any Series 2025 Bonds may be signed and sealed on behalf of the Authority by such persons as shall be the proper officers of the Authority at the actual time of the execution of such Series 2025 Bonds, even if such persons may not have been officers of the Authority at the date of issuance of such Series 2025 Bonds.

Section 2.04 Authentication of Series 2025 Bonds.

Only such Series 2025 Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth executed by an officer or employee of the Authenticating Agent shall be entitled to any right or benefit hereunder. No Series 2025 Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been so executed by the Authenticating Agent, and such executed certificate of the Authenticating Agent upon any such Series 2025 Bond shall be conclusive evidence that such Series 2025 Bond has been authenticated and delivered hereunder. Said certificate of authentication on any Series 2025 Bond shall be deemed to have been executed by the Authenticating Agent if signed by an authorized officer or employee of the Authenticating Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Series 2025 Bonds issued hereunder.

Section 2.05 Medium and Places of Payment.

The principal of and interest on the Series 2025 Bonds shall be payable in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. The principal of the Series 2025 Bonds shall be payable upon the presentation and surrender of the Series 2025 Bonds at the principal corporate trust office of the Paying Agent for the Series 2025 Bonds. Interest on the Series 2025 Bonds shall be paid by check or draft mailed by first class mail on the date on which due by the Paying Agent to

the respective owners of the Series 2025 Bonds at their addresses as they appear on the Record Date relating to such Interest Payment Date on the bond register kept by the Bond Registrar, except as provided in Section 2.02 hereof with respect to the Series 2025 Bonds. The Authority may, by supplemental resolution, provide for other methods or places of payment, including wire transfer, as it may deem appropriate in connection with the issuance of any Additional Bonds.

Notwithstanding the foregoing, the Series 2025 Bonds shall be issued in Book-Entry Form and registered in the name of the Securities Depository or its nominee as provided in Section 2.11 hereof. All Series 2025 Bonds may have endorsed thereon such legends, text or identification numbers as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Series 2025 Bonds may be listed or any usage or requirement of law with respect thereto.

Section 2.06 Registration of Transfer and Exchange of Series 2025 Bonds.

The Bond Registrar of the Authority shall maintain a register for registration of transfer of the Series 2025 Bonds. The Bond Registrar is hereby also designated as Authenticating Agent for purposes of authenticating any Series 2025 Bonds issued hereunder or issued in exchange or in replacement for Series 2025 Bonds previously issued. The Series 2025 Bonds may be registered as transferred only on the bond register of the Bond Registrar with respect to the Series 2025 Bonds. No transfer of any Series 2025 Bond shall be effective for any purpose hereunder except upon presentation and surrender of such Series 2025 Bond at the office of the Bond Registrar with a written assignment signed by the registered owner of such Series 2025 Bond in person or by a duly authorized attorney in form and with guaranty of signature satisfactory to the Bond Registrar. The Authority, its agents, the Paying Agent and the Bond Registrar may deem and treat the registered owner of any Series 2025 Bond as the absolute owner of such Series 2025 Bond for the purpose of receiving payment of the principal thereof and the interest thereon and for all purposes hereunder, notwithstanding any notice, actual or constructive, to the contrary.

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

Upon surrender for registration of transfer of any Series 2025 Bond at the principal corporate trust office of the Bond Registrar, the Authority shall execute and the Authenticating Agent shall authenticate and deliver to the transferee or transferees a new Series 2025 Bond or Series 2025 Bonds of a like aggregate principal amount of authorized denominations and of like interest rate and maturity. Every Series 2025 Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Authority and the Bond Registrar duly executed by the Bondholder thereof or his attorney duly authorized in writing. The execution by the Authority of any Series 2025 Bond in denomination of \$5,000 or any integral multiple thereof shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Series 2025 Bond. No charge shall be made to any Bondholder for the privilege of registration of transfer or exchange, but any Bondholder

requesting any such registration of transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto.

The inclusion of the foregoing provisions shall constitute a continuing request from the Authority to the Clerk of the Superior Court of Fulton County, Georgia, unless the signature of such Clerk shall appear by facsimile, to execute the certificate of validation on any replacement Series 2025 Bond issued.

Notwithstanding the foregoing in this Section, while the Series 2025 Bonds are held in Book-Entry Form, registration of transfers and exchanges shall be made in accordance with the Book-Entry System.

Section 2.07 Mutilated, Destroyed or Lost Series 2025 Bonds.

In case any Series 2025 Bond shall become mutilated or be stolen, destroyed or lost, the Authority may cause to be executed and delivered a new Series 2025 Bond of like type, date and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2025 Bond, or in lieu of and in substitution for such Series 2025 Bond stolen, destroyed or lost, upon the Bondholder paying the reasonable expenses and charges of the Authority in connection therewith and, in the case of a Series 2025 Bond stolen, destroyed or lost, the filing with the Authority of evidence satisfactory to the Authority that such Series 2025 Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Authority with indemnity satisfactory to the Authority. If any such Series 2025 Bond shall have matured, instead of issuing a new Series 2025 Bond therefor, the Authority may pay the same.

Section 2.08 Blank Bonds; Cancellation After Exchange.

The Authority shall make all necessary and proper provisions for the transfer and exchange of the Series 2025 Bonds by the Bond Registrar and the Authority shall deliver or cause to be delivered to the Bond Registrar a sufficient quantity of blank Series 2025 Bonds duly executed on behalf of the Authority, together with the certificate of validation pertaining thereto duly executed by the Clerk of the Superior Court of Fulton County, as herein provided, in order that the Bond Registrar shall at all times be able to register and authenticate the Series 2025 Bonds at the earliest practicable time in accordance with the provisions of this Bond Resolution. All Series 2025 Bonds surrendered in any exchange or registration of transfer or Series 2025 Bonds that have been paid shall be forthwith cancelled by the Bond Registrar and a record thereof duly entered in the permanent records pertaining to the Series 2025 Bonds maintained by the Bond Registrar.

Section 2.09 No Preference or Priority.

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

Section 2.10 Additional Bonds.

(a) The Series 2025 Bonds are being issued on parity with the Series 2015 Bonds, the Series 2020 Bonds and the Series 2020B Bonds, and shall be issued as Additional Bonds as defined in the Series 2015 Bond Resolution, the Series 2020 Bond Resolution and the Series 2020B Bond Resolution. The Authority hereby certifies that following requirements to issue Additional Bonds as provided in Section 2.10 of the Series 2015 Bond Resolution, Section 2.10 of the Series 2020 Bond Resolution and Section 2.10 of the Series 2020B Bond Resolution:

(1) There has been no default in the payment of principal of or interest on any Series 2015 Bond, Series 2020 Bond or Series 2020B Bond currently outstanding.

(2) The Lease Agreement will be entered into between the Authority and the City to ensure payment by the City of amounts sufficient to pay the principal of and interest on the Series 2025 Bonds as the same become due and payable; and

(3) The City's pledge of its taxing power, subject to the 4.731 mill per dollar limitation (or such greater amount as may hereafter be recommended by the Mayor and Council of the City and approved by a majority of the eligible voters in the City by referendum), produces an amount that is at least 1.00 times the maximum annual debt service coming due on the Series 2015 Bonds, the Series 2020 Bonds, the Series 2020B Bonds and the Series 2025 Bonds in any Sinking Fund Year.

The Authority covenants that no other bonds or obligations of any kind or nature will hereafter be issued which are payable from or enjoy a lien on the Lease Payments prior to the lien created hereunder for the payment of the Series 2025 Bonds or a lien of the Lease Payments (as defined in the Series 2015 Bond Resolution) prior to the lien created pursuant to the Series 2015 Bond Resolution for the payment of the Series 2015 Bonds, or a lien of the Lease Payments (as defined in the Series 2020 Bond Resolution) prior to the lien created pursuant to the Series 2020 Bond Resolution for the payment of the Series 2020 Bonds, or a lien of the Lease Payments (as defined in the Series 2020B Bond Resolution) prior to the lien created pursuant to the Series 2020B Bond Resolution for the payment of the Series 2020B Bonds.

It is expressly provided, however, that Additional Bonds or obligations may be issued ranking as to lien on the Lease Payments on a parity with the Series 2025 Bonds herein authorized to be issued, provided the following conditions are met:

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

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

(c) the City's pledge of its taxing power, subject to the 4.731 mill per dollar limitation (or such greater amount as may hereafter be recommended by the Mayor and Council of the City and approved by a majority of the eligible voters in the City by

referendum), produces an amount that is at least 1.00 times the maximum annual debt service coming due on the Bonds (including the proposed Additional Bonds or obligations) in any Sinking Fund Year.

(c) The Authority shall pass proper proceedings reciting that all of the above requirements have been met, shall authorize the issuance of the Additional Bonds and shall provide in such proceedings, among other things, the date such Additional Bonds shall bear, the rate or rates of interest and maturity dates, as well as the registration and redemption provisions, if any. The interest on the Additional Bonds of any such issue shall fall due on May 1 and November 1 of each year, and the Additional Bonds shall mature in installments on May 1, or such other dates as may be specified in a supplemental resolution prior to the issuance and delivery of the Series 2025 Bonds, but, as to principal, not necessarily in each year or in equal installments. Any such proceeding or proceedings shall restate and reaffirm, by reference, all of the applicable terms, conditions and provisions of this Bond Resolution.

Section 2.11 Book-Entry Only System.

Upon the initial issuance and delivery of the Series 2025 Bonds, the Series 2025 Bonds shall be issued in the name of DTC or its nominee, Cede & Co., as registered owner of the Series 2025 Bonds, and held in the custody of DTC or its designee. A single certificate (or such number of certificates required by the procedures of DTC) will be issued and delivered to DTC (or its designee) for the Series 2025 Bonds, and the Beneficial Owners will not receive physical delivery of certificates except as provided herein. For so long as DTC shall continue to serve as securities depository for the Series 2025 Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Series 2025 Bonds is to receive, hold or deliver any certificate. The Authority, the Bond Registrar and the Paying Agent will recognize DTC or its nominee as the Bondholder for all purposes, including notices.

The Authority, the Bond Registrar and the Paying Agent may rely conclusively upon (i) a certificate of DTC as to the identity of DTC's participants (the "Participants") in the Book-Entry System with respect to the Series 2025 Bonds and (ii) a certificate of any such Participant as to the identity of, and the respective principal amount of Series 2025 Bonds beneficially owned by, the Beneficial Owners.

Whenever, during the term of the Series 2025 Bonds, the beneficial ownership thereof is determined by a Book-Entry System at DTC, the requirements in this Bond Resolution of holding, delivering or transferring Series 2025 Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book-entry Series 2025 Bonds to produce the same effect. Any provision hereof permitting or requiring delivery of Series 2025 Bonds shall, while the Series 2025 Bonds are in the Book-Entry System, be satisfied by the notation on the books of DTC in accordance with applicable state law.

Except as otherwise specifically provided in this Bond Resolution and the Series 2025 Bonds with respect to the rights of Participants and Beneficial Owners, when a Book-Entry

System is in effect, the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2025 Bonds registered in its name for the purposes of (i) payment of the principal of and interest on the Series 2025 Bonds or portion thereof to be redeemed or purchased, (ii) giving any notice permitted or required to be given to Bondholders under this Bond Resolution, and (iii) the giving of any direction or consent or the making of any request by the Bondholders hereunder, and the Authority shall be affected by any notice to the contrary. The Authority, the Bond Registrar and the Paying Agent will not have any responsibility or obligations to DTC, any Participant, any Beneficial Owner or any other person which is not shown on the Register, with respect to (i) the accuracy of any records maintained by DTC or any Participant; (ii) the payment by DTC or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption or Purchase Price of, or interest on, any Series 2025 Bonds; (iii) the delivery of any notice by DTC or any Participant; (iv) the selection of the Participants or the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2025 Bonds; or (v) any consent given or any other action taken by DTC or any Participant. The Paying Agent shall pay all principal of and interest on the Series 2025 Bonds registered in the name of a nominee of DTC only to or “upon the order of” DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority’s obligations with respect to the principal of and interest on such Series 2025 Bonds to the extent of the sum or sums so paid.

The Book-Entry System may be discontinued by the Authority, and the Authority will cause the delivery of certificates to such Beneficial Owners of the Series 2025 Bonds and the registration in the names of such Beneficial Owners as shall be specified to the Bond Registrar by DTC in writing, if DTC determines to discontinue providing its service with respect to the Series 2025 Bonds and no successor securities depository is appointed. Such a determination may be made at any time by giving 30 days’ notice to the Authority and discharging its responsibilities with respect thereto under applicable law.

In the event the Book-Entry System is discontinued, the Authority, the Paying Agent or the Bond Registrar shall mail a notice to DTC for distribution to the Beneficial Owners stating (1) that DTC will no longer serve as securities depository, (2) the procedures for obtaining Series 2025 Bonds and (3) the provisions of this Bond Resolution which govern the Series 2025 Bonds, including, but not limited to, provisions regarding authorized denominations, registration of transfer and exchange, principal and interest payment and other related matters.

When the Book-Entry System is not in effect, all references herein to DTC shall be of no further force or effect and the Authority shall issue Series 2025 Bonds directly to the Beneficial Owners.

If Series 2025 Bonds are issued as book-entry bonds, the form of said Series 2025 Bonds shall contain the following text:

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City of Sandy Springs Public Facilities Authority (the “Authority”) or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of

Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

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

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

Section 2.12 Form of Series 2025 Bonds.

The Series 2025 Bonds, the form of assignment, the form of authentication certificate and the certificate of validation shall be in substantially the forms in Exhibit A attached hereto, with such appropriate variations, omissions, substitutions and insertions as are permitted or required hereby and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon, as may be required to comply with any applicable laws or rules or regulations, or as may, consistently herewith, be determined by the officers executing such Series 2025 Bonds, as evidenced by their execution.

[END OF ARTICLE II]

ARTICLE III.

REDEMPTION OF SERIES 2025 BONDS BEFORE MATURITY

Section 3.01 Optional and Mandatory Sinking Fund Redemption.

The optional and mandatory redemption provisions shall be specified by the Authority in the supplemental resolution to be adopted prior to the issuance and delivery of the Series 2025 Bonds.

Section 3.02 Method of Redemption.

In the event of a partial redemption of the Series 2025 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 2025 Bonds of a maturity are to be called for redemption, the particular certificates of such maturity or portions thereof in the case of bonds in principal amounts greater than \$5,000 to be redeemed shall be selected by lot in such manner as may be designated by DTC, when in book-entry form and by the Paying Agent, when not in book-entry form.

Section 3.03 Revised Schedule of Lease Payments.

Upon the issuance of the Series 2025 Bonds or upon partial redemption of any of the Series 2025 Bonds, the Paying Agent shall provide the Authority and the City with an updated schedule of Lease Payments for the coming Fiscal Year which schedule shall take into account such redemption and shall be and become for all purposes thereafter Schedule 1 to the Lease Agreement setting forth the Lease Payments.

Section 3.04 Redemption Account.

Moneys to be used for redemption of Series 2025 Bonds shall be deposited in a sub-account in the Sinking Fund, which shall be a special account to be held in trust by the Sinking Fund Custodian, separate and apart from all other accounts. At such time as any moneys are deposited with the Sinking Fund Custodian for the purpose of redeeming in whole or in part the portion of the principal on the Series 2025 Bonds, the Sinking Fund Custodian shall establish and maintain a separate account in the Sinking Fund for the Authority to be held in its name and designated as the "Redemption Account." Said moneys shall be set aside in the Redemption Account solely for the purpose of redeeming the principal on such Series 2025 Bonds in advance of their maturity dates and shall be applied on the date designated for redemption to the payment of the principal and interest components on the Series 2025 Bonds with respect to the Series 2025 Bonds to be redeemed upon presentation and surrender of such Series 2025 Bonds.

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

(a) Notice of the call for any redemption, identifying the Series 2025 Bonds (or the portions thereof) to be redeemed and specifying the terms of such redemption, shall be given by the Paying Agent (upon being satisfactorily indemnified as to expenses) by mailing a copy of the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days

prior to the date fixed for redemption to the registered owner of the Series 2025 Bond to be redeemed in whole or in part at the address shown on the books of the Bond Registrar maintained pursuant to Section 2.06 hereof; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Series 2025 Bond or portion thereof with respect to which no such failure has occurred. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

(b) If at the time of mailing of notice of redemption there shall not have been deposited with the Paying Agent moneys sufficient to redeem all the Series 2025 Bonds called for redemption, which moneys are or will be available for redemption of Series 2025 Bonds, such notice shall state that it is conditional upon the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

(c) On or prior to the date fixed for any redemption of Series 2025 Bonds, the moneys required for such redemption shall be deposited with the Paying Agent by the City in accordance with the Lease Agreement. All Series 2025 Bonds called for redemption shall cease to bear interest after the specified redemption date, provided that sufficient funds for redemption are on deposit with the Paying Agent.

Section 3.06 Redemption of All Outstanding Series 2025 Bonds.

In the event that all outstanding Series 2025 Bonds are to be redeemed, the Paying Agent shall, without further authorization, deposit into the Redemption Account all amounts then remaining in the Sinking Fund with advice to the Authority and the City of such action, such deposit to be made on the date fixed for redemption.

Section 3.07 Effect of Additional Bonds.

In the event Additional Bonds are hereafter issued by the Authority, the Authority covenants and agrees that it will not optionally redeem the Series 2025 Bonds, or any such Additional Bonds, from moneys in the Sinking Fund unless and until the Sinking Fund is at its proper balance. It is expressly understood and agreed that should the Authority hereafter elect to issue Additional Bonds, as herein authorized, it shall have the right to redeem the Bonds of any such future issue or issues before it redeems the Series 2025 Bonds, or it may redeem the Series 2025 Bonds before it redeems the Bonds of any such future issue or issues, or it may redeem some of the Series 2025 Bonds and some of the Bonds of any such future issue or issues at the same time.

[END OF ARTICLE III]

ARTICLE IV.

CUSTODY AND APPLICATION OF PROCEEDS; COST OF ISSUANCE FUND

Section 4.01 Application of Bond Proceeds.

Upon the issuance of the Series 2025 Bonds, the net proceeds of the sale thereof (i.e., par plus net original issue premium/less net original issue discount, less underwriter's discount) shall be applied as specified in the supplemental resolution to be adopted by the Authority prior to the issuance and delivery of the Series 2025 Bonds.

Notwithstanding the foregoing, if the Chairman of the Authority shall determine that a different application of proceeds is required to carry out the purposes of this Bond Resolution, the different application of funds, may be provided for in a supplemental resolution of the Authority or the Chairman may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2025 Bonds.

Section 4.02 Project Fund.

(a) A special trust fund is hereby created for the benefit of the Bondholders and designated the "City of Sandy Springs Public Facilities Authority Project Fund – City of Sandy Springs Fire and Safety Projects, Series 2025." There shall be deposited with the Project Fund Custodian the amounts to be specified in the supplemental resolution to be adopted prior to the issuance and delivery of the Series 2025 Bonds, and any other funds acquired for this purpose by gift, donation, grant or otherwise. All moneys deposited into the Project Fund shall be held in trust by the Project Fund Custodian separate from other deposits of the Authority and the City.

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

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

(d) Withdrawals from the Project Fund may be made for the purpose of paying the cost of the undertaking herein contemplated or contemplated by a supplemental resolution, including the purchase of such property and equipment as may be useful in connection therewith, including, but not limited to: (i) the cost of indemnity and fidelity bonds either to secure deposits in the Project Fund or to insure the faithful completion of any contract pertaining to said improvements; (ii) any taxes or any charges lawfully levied or assessed against the undertaking; (iii) fees and expenses of consulting engineers for engineering studies, surveys and estimates, and the preparation of plans and supervising the construction; (iv) legal expenses and fees and all other items of expense not elsewhere in this Section specified incident to said undertaking; (v) payments made for labor, contractors, builders and materialmen in connection with the improvements contemplated by the undertaking and payment for machinery and equipment and for the restoration of property damaged or destroyed in connection therewith and the repayment of advances or loans made for the purpose of paying any of the aforementioned costs; (vi) the cost of acquiring by purchase, and the amount of any award or final judgment in any proceeding to acquire by condemnation, lands and rights of way necessary for the improvements and appurtenances in connection therewith, and options and payments thereon, and any easements or rights or any damages incident to or resulting from the making of such improvements; and (vii) to reimburse the Authority or the City for the advance payment of costs pertaining to the undertaking prior to the receipt of the proceeds derived from the sale of the Series 2025 Bonds.

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

Section 4.03 Completion of Project.

If upon the completion of the Projects any moneys remain in the Project Fund, such remaining moneys shall be transferred to the Sinking Fund and shall be used to pay the next occurring principal amount due on the Series 2025 Bonds.

Section 4.04 Cost of Issuance Fund.

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

Issuance Depository a special trust fund to be designated “City of Sandy Springs Public Facilities Authority Cost of Issuance Fund – City of Sandy Springs Fire and Safety Projects, Series 2025.” There shall be deposited with the Cost of Issuance Fund Depository, the amounts to be specified in a supplemental resolution to be adopted prior to the issuance and delivery of the Series 2025 Bonds, and any other funds acquired for this purpose by gift, donation, grant or otherwise. All moneys deposited into the Cost of Issuance Fund shall be held in trust by the Cost of Issuance Fund Depository separate from other deposits of the Authority and the City.

Section 4.05 Cost of Issuance Fund Requisition Procedure.

All payments from the Cost of Issuance Fund shall be made upon checks signed or bank wires authorized by authorized signatories of the Cost of Issuance Fund Depository, on behalf of the City, or by officers of the City properly authorized to sign on its behalf, but before they shall sign any such checks or authorize any such bank wire there shall be filed with the Cost of Issuance Fund Depository: (a) a requisition for such payment (the above-mentioned checks and bank wires may be deemed a requisition for the purpose of this Section), stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due; (b) a certificate attached to the requisition and certifying that an obligation in the stated amount has been incurred, and that the same is a proper charge against the Cost of Issuance Fund and has not been paid (or is a reimbursement to the City for previously paying such obligation), specifying the purpose and circumstances of such obligation in reasonable detail and to whom such obligation is owed, accompanied by the bill or statement of account for such obligation, or a copy thereof. If upon payment of all of the costs of issuance of the Series 2025 Bonds any moneys remain in the Cost of Issuance Fund, such remaining moneys shall be transferred to the Sinking Fund and shall be used to pay the next occurring principal amount due on the Series 2025 Bonds.

[END OF ARTICLE IV]

ARTICLE V.

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

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

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

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

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

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

Section 5.03 Sinking Fund Disbursements.

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

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

Section 5.04 Cancellation and Destruction.

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

Section 5.05 Defeasance.

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

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

[END OF ARTICLE V]

ARTICLE VI.

DEPOSITORIES AND CUSTODIANS; SECURITIES FOR DEPOSITS

Section 6.01 Depository; Security for Deposits.

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

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

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

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

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

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

[END OF ARTICLE VI]

ARTICLE VII.

PARTICULAR COVENANTS

Section 7.01 Payment.

The Authority shall promptly pay the principal of and interest on every Bond issued hereunder and secured hereby at the place, on the dates and in the manner herein and in the Bonds, according to the true intent and meaning thereof. The principal, premium (if any) and interest on the Bonds are payable solely out of the Lease Payments.

Section 7.02 Liens.

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

Section 7.03 Non-Arbitrage and Tax Covenants.

The Authority covenants and agrees for the benefit of the Bondholders that so long as the Series 2025 Bonds remain outstanding, it will not intentionally cause any proceeds of the Series 2025 Bonds to be used to acquire higher yielding investments, except as may be otherwise permitted by Section 148 of the Code, and that it will comply with, and take such action and make such payments as may be permitted or required by Section 148(f) of the Code, to insure that the Series 2025 Bonds do not constitute “arbitrage bonds” within the meaning of Section 148(a) of the Code.

The Authority hereby covenants and agrees that it will expend the proceeds from the sale of the Series 2025 Bonds and will take such action as may be necessary so that the interest on the Series 2025 Bonds will be and will remain excluded from the gross income of the owner thereof for federal income tax purposes, including, without limitation, compliance with provisions of Sections 141- 149 of the Code, as applicable.

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

The Chairman of the Authority is hereby authorized to execute and file with the Internal Revenue Service an Information Return for Tax-Exempt Governmental Obligations, Form 8038-G. The Chairman of the Authority is hereby authorized to execute and deliver a certification, based upon facts, estimates and circumstances, as to reasonable expectations regarding the amount, expenditure and use of the proceeds of the Series 2025 Bonds, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Series 2025 Bond. The Chairman of the Authority is hereby authorized to execute and deliver on behalf of the Authority an arbitrage regulatory agreement or similar agreement with an arbitrage rebate consultant or any other entity which may be from time to time a custodian of any of the funds created hereunder or under this Bond Resolution in order to comply with the arbitrage

restrictions contained in Section 148 of the Internal Revenue Code of 1986 (the “Code”). Such agreement shall be in a form satisfactory to the Chairman of the Authority and the execution of such agreement by the Chairman of the Authority shall be conclusive evidence of such approval.

Section 7.05 Changes of Use of the Projects.

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

[END OF ARTICLE VII]

ARTICLE VIII.

EVENTS OF DEFAULT; REMEDIES

Section 8.01 Events of Default.

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

Section 8.02 Remedies.

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

Section 8.03 Restoration.

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

Section 8.04 Equal Benefit.

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

Section 8.05 Nonexclusivity of Remedies.

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

Section 8.06 No Waiver.

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

[END OF ARTICLE VIII]

ARTICLE IX.

SUPPLEMENTAL PROCEEDINGS

Section 9.01 Adoption of Supplemental Proceedings.

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

Nothing herein contained, however, shall be construed as making necessary the approval by the Bondholders of any resolution not inconsistent with the terms and provisions of this Bond Resolution, or any resolution adopted (a) in connection with the issuance of the Series 2025 Bonds in accordance with the terms of this Bond Resolution; (b) to cure any ambiguity or formal defect or omission in this Bond Resolution or in any supplemental proceedings; (c) to provide for the issuance of Additional Bonds in accordance with the terms of this Bond Resolution (including without limitation the addition of events of default and remedies relating to any Additional Bonds hereafter incurred by the Authority); (d) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders by the Authority; (e) to further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (f) to modify, amend or supplement this Bond Resolution or any proceedings supplemental hereto in such manner as to permit the qualification of this Bond Resolution under the Trust Indenture Act of 1939 or any federal statute hereinafter in effect; (g) to make any modifications or amendment of this Bond Resolution required in order to make the Bonds eligible for acceptance by The Depository Trust Company or any similar holding institution or to permit the issuance of the Bonds in book-entry form; (h) to modify any provisions of this Bond Resolution in any respect provided that such modification shall not be effective until after the Bonds outstanding immediately prior the effective date of such supplemental resolution shall cease to be outstanding or constitute a majority of all Bonds and further provided that any Bonds issued contemporaneously with or after the effective date of such supplemental proceedings shall contain a specific reference to the modifications contained in any such subsequent proceedings; or (i) to make any other changes that in the opinion of counsel are not materially adverse to the interests of the Bondholders.

Section 9.02 Notice.

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

Section 9.03 Required Approval.

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

Section 9.04 Legal Action.

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

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

Section 9.05 Incorporation.

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

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

Section 9.06 Proof of Ownership.

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

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

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

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

Section 9.07 Amendments to Lease Agreement.

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

[END OF ARTICLE IX]

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 10.01 Severability.

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

Section 10.02 General Authority.

Any officer of the Authority is hereby authorized to execute and deliver all other documents and certificates necessary to affect the transactions contemplated by this Bond Resolution and to make covenants on behalf of the Authority. All actions heretofore taken and all documents heretofore executed in connection with the transactions contemplated by this Bond Resolution are hereby ratified and approved. If the Chairman or Secretary is unable or unwilling to carry out the transactions contemplated by the terms of this Bond Resolution or to execute any documents authorized herein, including but not limited to the Series 2025 Bonds, the Vice-Chairman and Assistant Secretary are hereby authorized to act/sign on behalf of the Chairman and Secretary, respectively.

Section 10.03 Bond Resolution as Contract.

The provisions of this Bond Resolution shall constitute a contract by and among the Authority, the City and the owners of the Bonds authorized to be issued hereunder, and after the issuance of the initial series of Series 2025 Bonds, this Bond Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds, nor shall the Authority pass any proceedings in any way adversely affecting the rights of such owners or issuers, so long as any of the Bonds authorized by this Bond Resolution, or the interest thereon, shall remain unpaid; provided, however, that this covenant shall not be construed as prohibiting modifications hereof or amendments hereto to the extent and in the manner as provided in Article IX hereof.

The provisions of this Bond Resolution and every appropriate sentence hereof shall be construed as including and as being applicable to any Additional Bonds issued by the Authority, as well as to the Series 2025 Bonds, and any Additional Bonds issued by the Authority shall be treated for all intents and purposes, unless otherwise specifically stated, just as if they had been issued together with the Series 2025 Bonds and pursuant to the terms of this Bond Resolution.

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

Section 10.04 Authorization of Disclosure Documents.

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

Section 10.05 Payments Due on Saturday, Sunday or Holiday.

If a payment on the Series 2025 Bonds is due on a Saturday, Sunday or any day that the principal office of the Paying Agent is authorized or required by law to remain closed, such payment shall be made on the next succeeding Business Day with the same force and effect as if such payment had been made on the original due date.

Section 10.06 Validation.

The Series 2025 Bonds herein authorized shall be validated in the manner provided by law, and to that end notice of the adoption of this Bond Resolution and a copy thereof shall be served upon the District Attorney of the Atlanta Judicial Circuit, in order that proceedings for the above purpose be instituted in the Superior Court of the Fulton County.

Section 10.07 Repealer.

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

Section 10.08 Waiver of Performance Audit.

The Authority will not conduct any performance audit or performance review with respect to the Series 2025 Bonds as such terms are described in Section 36-82-100, Official Code of Georgia Annotated, and hereby ratifies and/or authorizes the publication of the requisite public notice of the Authority’s waiver of public accountability in the legal organ of Fulton County.

Section 10.09 Authorization of Lease Agreement.

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

Section 10.10 Notice of Sale of Series 2025 Bonds.

The Financial Advisor is requested to prepare and publish the appropriate notices of sale for the Series 2025 Bonds and to have the City Manager of the City review all bids received in accordance with such notices. The City Manager is authorized to award the sale of the Series 2025 Bonds to the bidder(s) submitting the best bid(s) with the lowest true interest costs to the Authority and the City.

Notwithstanding the foregoing, if the Financial Advisor determines advises that it is in the best interest of the Authority to issue the Series 2025 Bonds pursuant to a negotiated sale, the City Manager of the City is hereby authorized to select an underwriter or bank for the sale of the Series 2025 Bonds.

[END OF ARTICLE X]

This Bond Resolution adopted by the Authority on the 5th day of August, 2025.

CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY

By: _____
Chairman

(SEAL)

Attest:

Secretary

EXHIBIT A

[FORM OF BOND]

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

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

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

No. R-_____ \$_____

UNITED STATES OF AMERICA
STATE OF GEORGIA
CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY
REVENUE BONDS
(CITY OF SANDY SPRINGS FIRE AND SAFETY PROJECTS),
SERIES 2025

BOND DATE:	INTEREST RATE:	MATURITY DATE:	CUSIP:
_____, 2025	_____%	_____, 20__	_____

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

_____ DOLLARS

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

This bond is one of a duly authorized issue of City of Sandy Springs Public Facilities Authority Revenue Bonds (City of Sandy Springs Fire and Safety Projects), Series 2025 in the aggregate principal amount \$[_____] (the “Series 2025 Bonds”), of like tenor, except as to designation, numbers, denominations, dates of maturities, interest rates and redemption provisions, issued under authority of the Constitution of the State of Georgia, the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*, as amended) and the Act and was duly authorized by a resolution of the governing body of the Authority adopted on August 5, 2025, as supplemented on _____, 2025 (collectively, the “Bond Resolution”). The Authority may, under certain terms and conditions as provided in the Bond Resolution, issue additional obligations on a parity with the Series 2025 Bonds. The Series 2025 Bonds were issued for the purpose of providing funds to finance, in whole or in part, the cost of (i) acquiring, constructing and installing certain fire and safety facilities for the City, including the acquisition of land and the acquisition, construction of new fire and safety facilities and renovation of existing fire and safety facilities and (ii) paying expenses necessary to accomplish the foregoing. The Series 2025 Bonds are secured by a first lien on the Lease Agreement, dated as of _____ 1, 2025 (the “Lease Agreement”), between the Authority and the City of Sandy Springs, Georgia (the “City”),

and the City's payment obligations (the "Lease Payments") thereunder. In addition to the Series 2025 Bonds, the Authority may issue, under certain terms and conditions as provided in the Bond Resolution, additional revenue bonds, and if issued such additional revenue bonds will rank on a parity as to lien on the Lease Agreement and the Lease Payments with the lien securing payment of the Series 2025 Bonds. Reference to the Bond Resolution is hereby made for a complete description of the fund charged with, and pledged to, the payment of the principal of and the interest on the Series 2025 Bonds, the nature and extent of the security, a statement of rights, duties and obligations of the Authority, the rights of the owners of the Series 2025 Bonds, and the terms and provisions under which additional revenue bonds may be issued, to all the provisions of which the owner hereof, by the acceptance of this bond, assents.

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

The Series 2025 Bonds are being issued by means of a Book-Entry System, with actual Series 2025 Bonds immobilized at The Depository Trust Company, New York, New York, or its successor as securities depository (the "Securities Depository"). Actual Series 2025 Bonds are not available for distribution to bondholders (the "Beneficial Owners"), except under the limited circumstances set forth in the Bond Resolution. The principal, redemption premium (if any) and interest on the Series 2025 Bonds are payable by the Paying Agent to Cede & Co., as nominee of the Securities Depository. Transfer of principal, redemption premium (if any) and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal, redemption premium (if any) and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. The Authority and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. So long as any Series 2025 Bonds are registered in Book-Entry Form, the Authority, the City and the Paying Agent may treat the Securities Depository as, and deem the Securities Depositor to be, the absolute owner of such Series 2025 Bonds for all purposes whatsoever, including without limitation: (a) the payment of principal of and interest on such series of Series 2025 Bonds; (b) giving notices of redemption and other matters with respect to such Series 2025 Bonds; (c) registering transfers with respect to such Series 2025 Bonds; (d) the selection of [Series 2025 Bonds] for redemption; and (e) voting and obtaining consents under the Bond Resolution.

If the Series 2025 Bonds are no longer registered to the Securities Depository or its nominee, this bond may be registered as transferred only upon the registration books kept for that purpose at the principal corporate trust office of the Bond Registrar by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Bond Registrar of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond, in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor. In

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

The Authority and the City have entered into the Lease Agreement. Pursuant to the Lease Agreement, the Authority has agreed to issue the Series 2025 Bonds, and the City has agreed to make Lease Payments to the Authority in amounts sufficient to enable the Authority to pay the principal of and interest on the Series 2025 Bonds as the same becomes due and payable. The Lease Agreement provides that the obligation of the City to make the Lease Payments is absolute and unconditional. The City is required to levy an ad valorem property tax, at such rate or rates, not to exceed 4.731 mills per dollar (or such greater amount as may hereafter be recommended by the Mayor and Council of the City and approved by a majority of the eligible voters in the City by referendum), on all property in the City subject to such tax in order to make the Lease Payments in the full amount required on the dates such payments are due. Such Lease Payments are to be paid by the City directly to the Sinking Fund Custodian designated in the Bond Resolution for the account of the Authority and deposited into the special fund created in the Bond Resolution and designated the "City of Sandy Springs Public Facilities Authority Sinking Fund – City of Sandy Springs Fire and Safety Projects." The Lease Agreement and the Lease Payments have been pledged under the Bond Resolution to the payment of the principal of and interest on the Series 2025 Bonds.

This bond is a limited obligation of the Authority payable solely from the Lease Payments. This bond does not constitute a general obligation of the State of Georgia, the City, or any other political subdivision or municipal corporation of the State of Georgia within the meaning of any constitutional or statutory limitation upon indebtedness. Neither the State of Georgia, the City nor any other political subdivision or municipal corporation of the State of Georgia shall be subject to any pecuniary liability thereon. No owner of this bond shall ever have the right to compel the exercise of the taxing power of the State of Georgia, the City or any other political subdivision or municipal corporation of the State of Georgia to pay the same or the interest thereon, nor to enforce payment hereof against any property of the State of Georgia, the Authority or the City. The principal of and interest on the Series 2025 Bonds are payable solely from the Lease Payments.

[INSERT REDEMPTION PROVISIONS]

[In the event any of the Series 2025 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2025 Bonds (or portions thereof) to be redeemed and specifying the terms of such redemption will be given by mailing a copy of the redemption notice by first class mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of the Series 2025 Bond to be redeemed at the address shown on the books of

the Registrar maintained pursuant to Section 2.06 of the Bond Resolution; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of proceedings for the redemption of any Series 2025 Bond or portion thereof with respect to which no such failure has occurred. All Series 2025 Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at that time.

If at the time of mailing of notice of redemption there shall not have been deposited with the Paying Agent moneys sufficient to redeem all the Series 2025 Bonds called for redemption, which moneys are or will be available for redemption of Series 2025 Bonds, such notice shall state that it is conditional upon the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

If the Series 2025 Bonds are called for redemption in part, the Series 2025 Bonds within each maturity so called for redemption shall be selected by lot or in such manner as may be designated by the Securities Depository, when in book-entry form and by the Bond Registrar, when not in book-entry form.

To the extent and in the manner permitted by the Bond Resolution, modifications, alterations, amendments, additions and deletions of the provisions of the Bond Resolution, or of any resolution supplemental thereto, the Series 2025 Bonds or the Lease Agreement, may be made by the Authority without the consent of the owners of the Bonds in certain circumstances and with the consent of fifty-one percent (51%) of the principal amount of the Bonds outstanding in other circumstances.

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

It is hereby recited and certified that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been done, have happened and have been performed in due and legal form as required by law, and that provision has been made for the allocation from the Lease Payments of amounts sufficient to pay the principal of and the interest on the Series 2025 Bonds as the same mature, or are acquired by mandatory redemption, and that said Lease Payments are irrevocably allocated and pledged to the payment of the Series 2025 Bonds and the interest thereon.

IN WITNESS WHEREOF, the governing body of the City of Sandy Springs Public Facilities Authority has caused this Bond to be executed by the manual or facsimile signature of its Chairman and its official seal to be imprinted hereon and attested by the manual or facsimile signature of its Secretary as of _____, 2025.

CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY

(S E A L)

By: _____
Chairman

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Revenue Bonds described in the Bond Resolution of the City of Sandy Springs Public Facilities Authority adopted on _____, 2025.

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

By: _____
Authorized Signatory

Date of Authentication and Registration: _____, 2025

VALIDATION CERTIFICATE

STATE OF GEORGIA)

COUNTY OF FULTON)

The undersigned Clerk of the Superior Court of Fulton County, State of Georgia, HEREBY CERTIFIES that this Bond was validated and confirmed by judgment of the Superior Court of Fulton County, Georgia, on _____, 2025 in the case of the STATE OF GEORGIA, Plaintiff, v. CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY and THE CITY OF SANDY SPRINGS, GEORGIA, Defendants, being numbered Civil Action No. _____, and that no intervention or objection was filed in the proceedings validating same and that no appeal from said judgment of validation has been taken.

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

(S E A L)

Clerk, Superior Court,
Fulton County, Georgia

ASSIGNMENT

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

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

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

DATED _____

Signature Guaranteed:

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

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

DTC FAST RIDER

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

EXHIBIT B

FORM OF LEASE AGREEMENT

[Attached.]

EXHIBIT C

PROJECT REPORT

The acquisition, construction and installation of certain fire and safety facilities for the City, including the acquisition of land and the acquisition, construction of new fire and safety facilities and renovation of existing fire and safety facilities.

EXHIBIT D

FORM OF PROJECT FUND REQUISITION

Requisition No. _____

_____, 20____

[PROJECT FUND CUSTODIAN]

Re: Disbursement From Project Fund Relating to City of Sandy Springs Public Facilities Authority Revenue Bonds (City of Sandy Springs Fire and Safety Projects), Series 2025

To the Addressee:

The undersigned authorized representative of the City of Sandy Springs Public Facilities Authority (the "Authority") does hereby submit a requisition for a disbursement from the Project Fund established under the Resolution adopted by the Authority on _____, 2025, as supplemented on _____, 2025 (collectively, the "Resolution"), relating to the captioned bonds. The amount to be paid, the circumstances of such obligation and the name of the person, firm or corporation to whom payment is due is shown on Schedule 1 attached hereto. In connection with this requisition, the undersigned hereby certifies, as follows:

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

This ____ day of _____, 20____.

CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY

By: _____
Authorized Representative

Approved by

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Authorized Representative

SCHEDULE "1"

Payee

Amount

Purpose

SECRETARY'S CERTIFICATE

The undersigned Secretary of the City of Sandy Springs Public Facilities Authority, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Authority at an open public meeting duly called and lawfully assembled, on the 5th day of August, 2025, authorizing the issuance of not to exceed \$50,500,000 in aggregate principal amount of City of Sandy Springs Public Facilities Authority Revenue Bonds (City of Sandy Springs Fire and Safety Projects), Series 2025, the original of said resolution being duly recorded in the Minute Book of said Authority, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the City of Sandy Springs Public Facilities Authority, this the 5th day of August, 2025.

Secretary

Exhibit B

Lease Agreement

LEASE AGREEMENT

by and between

CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY

and

CITY OF SANDY SPRINGS, GEORGIA

Dated as of _____, 2025

Relating to the City of Sandy Springs Public Facilities Authority Revenue Bonds (City of Sandy Springs Fire and Safety Projects), Series 2025

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 August 5, 2025, as supplemented on _____, 2025.

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is entered into as of _____ 1, 2025, 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 (City of Sandy Springs Fire and Safety Projects), Series 2025, in the aggregate principal amount of \$[_____] (the “Series 2025 Bonds”) for the purpose of providing funds to (a) acquire, construct and install fire and safety projects for the City (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 2025 Bonds will be issued pursuant to the Act, the Revenue Bond Law, a resolution of the Authority adopted on August 5, 2025, as supplemented by the Authority’s Supplemental Bond Resolution, adopted on _____, 2025 (collectively, the “Bond Resolution”); and

WHEREAS, the Series 2025 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 2025 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 August 5, 2025, as supplemented by the Supplemental Resolution, authorizing the issuance of the Series 2025 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.

“Lease Payments” means the payments which are to be received by the Authority pursuant to Section 5.2 of this Lease, which are equal to the amounts sufficient to enable the Authority to pay the principal of and interest on the Series 2025 Bonds as the same become due, whether at maturity or by proceedings for mandatory redemption; provided, however, the City shall receive a credit against any required Lease Payment to the extent moneys are on deposit in the Sinking Fund (as defined in the Bond Resolution) and available to pay the principal of and interest on the Series 2025 Bonds coming due on the next succeeding Interest Payment Date (as defined in the Bond Resolution, as the case may be. In addition to the foregoing, each Lease Payment shall include the charges as billed specified in subparagraphs (e) and (f) of Section 5.03 of the Bond Resolution and any deficit in any preceding Lease Payment.

“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 _____, 2025.

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 2025 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 2025 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 2025 Bonds and (ii) the execution, delivery and performance of this Lease. The Bond Resolution, the Series 2025 Bonds and this Lease are valid, binding and enforceable obligations of the Authority.

(b) The Authority has determined that the Projects are a 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 2025 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 2025 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 2025 Bonds, pledging the Lease Payments and this Lease to the payment of the Series 2025 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 2025 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 2025 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 2025 BONDS; APPLICATION OF BONDS PROCEEDS; COMMENCEMENT AND COMPLETION OF PROJECTS

Section 3.1. Agreement to Issue the Series 2025 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 2025 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 2025 Bonds will be issued 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 Resolution. Interest on the Series 2025 Bonds will be paid to the person or persons and in the manner stated in the Series 2025 Bonds and in the Bond Resolution, until the obligation of the Authority with respect to the payment of the principal of the Series 2025 Bonds shall be discharged in accordance therewith.

Section 3.3. Obligations Relating to the Series 2025 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 2025 Bonds, the proceeds received therefrom shall be applied in the manner set forth in the Bond Resolution, as supplemented by the Supplemental Resolution.

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 2025 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 2025 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 2025 Bonds.

[END OF ARTICLE III]

ARTICLE 4.

DEMISING CLAUSE; RENTAL PROVISIONS

Section 4.1. Lease of Projects.

The Authority hereby leases to the City, and the City leases from the Authority, the Projects, subject only to Permitted Encumbrances, in accordance with the provisions of this Lease, to have and to hold for the Lease Term. The Authority warrants and covenants that it has good and marketable fee simple title to the Projects free from any encumbrances other than Permitted Encumbrances.

Section 4.2. Quiet Enjoyment.

The Authority will not take any action to prevent the City from having quiet and peaceable possession and enjoyment of the Projects during the term of this Lease and will, at the request of the Lessee, and at its cost, to the extent that it may lawfully do so, join in any legal action in which the Lessee asserts its right to such possession and enjoyment.

[END OF ARTICLE IV]

ARTICLE 5.

EFFECTIVE DATE OF THIS LEASE; DURATION OF TERM; LEASE PAYMENT PROVISIONS;

Section 5.1. Effective Date of this Lease; Duration of Term.

This Lease shall become effective as of _____ 1, 2025, 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, 2055, or if at said time and on said date the Series 2025 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 2025 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 [_____ 1, 20__], the City shall make the Lease Payments to the Authority as set forth on Schedule 1 attached hereto. 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 2025 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 2025 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 2025 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 2025 Bonds shall be subject to optional redemption, in whole or in part, as provided in the Bond Resolution, 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Bonds are being issued by the Authority in compliance with the conditions necessary for interest income on the Series 2025 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 2025 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 2025 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 2025 Bonds or take or omit to take any action in a way that would cause the Series 2025 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 2025 Bonds or any other funds of the Authority or the City or take or omit to take any action that would cause the Series 2025 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 2025 Bonds, intentionally use any portions of the proceeds of the Series 2025 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 2025 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 2025 Bonds and the Underwriter of the Series 2025 Bonds to comply with its obligations under a Continuing Disclosure Certificate, to be entered into in connection with the issuance of the Series 2025 Bonds, to assist the initial purchaser of the Series 2025 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.
1 Galambos Way
Sandy Springs, Georgia 30328
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.
1 Galambos Way
Sandy Springs, Georgia 30328
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 2025 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 2025 Bonds shall belong to and be paid to the City.

Section 11.6. Amendments, Changes and Modifications.

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

Section 11.7. Execution Counterparts.

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

Section 11.8. Captions.

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

Section 11.9. Law Governing Lease.

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

Section 11.10. Net Lease.

This Lease shall be deemed and construed to be a “net lease,” and the City shall pay absolutely net during the Lease Term the rent and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff, other than those herein expressly provided.

[END OF ARTICLE XI]

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

CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY

(SEAL)

By: _____
Chairman

Attest:

Secretary

CITY OF SANDY SPRINGS, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

SCHEDULE 1

LEASE PAYMENTS

[ATTACHED.]

EXHIBIT A

DESCRIPTION OF PROJECTS

The acquisition, construction and installation of certain fire and safety facilities for the City, including the acquisition of land and the acquisition, construction of new fire and safety facilities and renovation of existing fire and safety facilities.

CLERK'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the City of Sandy Springs, Georgia (the "City"), which resolution was duly adopted at a meeting of the Mayor and Council of the City duly called and assembled on August 5, 2025, and at which a quorum was present and acting throughout and that the original of said resolution appears of record in the minute book of the Mayor and Council of the City which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the City this 5th day of August, 2025.

(S E A L)

Clerk

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION OPPOSING THE PROPOSED INCREASE IN THE FULTON COUNTY
MILLAGE RATE FROM 8.87 TO 9.87 MILLS AND URGING THE FULTON COUNTY BOARD
OF COMMISSIONERS TO MAINTAIN THE CURRENT RATE**

WHEREAS on June 18, 2025, the Board of Commissioners (Commission) of Fulton County, Georgia (County) voted to adopt a resolution setting the proposed millage rate at 9.87, an increase from the current rate of 8.87, which will require an increase in property taxes by 12.49 percent; and

WHEREAS, Fulton County Staff presented to the Commission that the County is currently operating effectively and meeting its obligations under the existing millage rate of 8.87; and

WHEREAS, 1 mil generates countywide is \$78.9 million, which will negatively impact residents and businesses that are already contending with increased costs of living, including inflation, rising utility rates, and higher prices for essential goods and services; and

WHEREAS, the City of Sandy Springs has maintained the same millage rate of 4.731 mills since the incorporation of the City in 2005; and

WHEREAS, in 2022, Fulton County successfully negotiated a significant increase in the county percentage of Local Option Sales Tax, a tax designed to offset property taxes, from 4.98% to 12.5% over a 10-year period, an increase that doubles the amount the County will receive over the next 10 years; and

WHEREAS Fulton County justified its demand for the increased LOST revenue, in part, by citing the need to construct a new jail estimated to cost between \$1 billion and \$2 billion; and

WHEREAS the County has since abandoned plans to construct a new jail and has instead opted to renovate the existing facility at an estimated cost of approximately \$300 million—a significantly lower expense than originally projected; and

WHEREAS, on August 6, 2025, the Fulton County Commission is scheduled to vote on the final adoption of the millage rate for the upcoming year.

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

1. The City opposes the proposed increase in the Fulton County millage rate from 8.87 to 9.87 mills and urges the Fulton County Board of Commissioner to maintain the current rate.

SO RESOLVED this, the 28th day of July 2025.

Approved:

Attest:

Russell K. Paul, Mayor

Raquel D. González, City Clerk

{SEAL}



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members
FROM: Eden Freeman, City Manager
DATE: July 22, 2025 Submission for the August 5, 2025 Meeting
ITEM: Request for Mayor and City Council Consideration of an Ordinance to Set Millage Rate for Fiscal Year 2026
Ad Valorem Tax Rate Public Hearing 1

Recommendation:

Approve the ad valorem tax rate for the City of Sandy Springs, Georgia, for the 2025 calendar year, on property subject to ad valorem taxation by the City that is hereby fixed at 4.731 on forty percent (40%) of each \$1,000 of property subject to ad valorem tax by the City. Said rate of \$4.731 on forty percent (40%) of each \$1,000 of taxable property is hereby levied.

This is the second of three required public hearings. No action is required of the City Council at this time.

Background:

The Georgia Taxpayers Bill of Rights, in effect since 2000, requires the City to advertise a millage rate as a property tax increase if this rate is not fully rolled back.

Discussion:

The Sandy Springs millage rate combined with the homestead exemption results in a lower tax burden than most of its neighboring municipalities. By leaving the millage rate the same, we continue to ensure superior, responsive customer service and a high quality of services to the residents of Sandy Springs. Notice has been advertised that the City of Sandy Springs will hold public hearings on Tuesday, August 5th at 6:00 pm and Tuesday, August 19th at 8:30 a.m. The City of Sandy Springs will set the millage rate on August 19th at 6:00 p.m. following the final public hearing.

Financial Impact:

The impact of the reassessment and reevaluations this past year resulted in an overall property value increase, resulting in a tax increase of .71% following the "rollback" calculation that evaluates total revenue collected from property taxes year to year. This property value increase contributed to an increase in total net taxes levied of .36% from 2024 to 2025. The FY2026 Adopted Budget was developed using the adoption of a millage rate of 4.731 mills, which is the same millage rate set by the Sandy Springs Charter. The millage rate does not increase, and the increase is a function in the increase in the values of properties in the City.

Alternatives:

The Council could choose not to approve the millage rate as recommend and provide additional guidance to staff.

Review:

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

Created/Initiated - 7/22/2025
Approved - 8/1/2025
Approved - 8/1/2025
Final Approval - 8/1/2025

Attachments:

1. Ordinance - 2025 Millage Rate Adoption
2. Notice of Property Tax Increase
3. Five Year History

STATE OF GEORGIA
COUNTY OF FULTON

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS,
GEORGIA, TO SET THE AD VALOREM TAX RATE OF THE CITY OF SANDY SPRINGS,
FOR FISCAL YEAR 2026; AND FOR OTHER PURPOSES.**

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

SECTION I: The ad valorem tax rate for the City of Sandy Springs, Georgia, for the 2025 calendar year, on property subject to ad valorem taxation by the City is hereby fixed at \$4.731 on forty percent (40%) of each \$1,000 of property subject to ad valorem tax by the City.

SECTION II: Said rate of 4.731 mills on forty percent (40%) of each \$1,000 of taxable property is hereby levied as follows:

(a) For General Government purposes 4.731 mills on forty percent (40%) of each \$1,000 of taxable property.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED the ____th day of August 2025.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

Attest:

Raque D. González, City Clerk

(SEAL)

Approved as to Form and Content:

Dan Lee, City Attorney

NOTICE OF PROPERTY TAX INCREASE

The City of Sandy Springs, Mayor and City Council have tentatively adopted a millage rate which will require an increase in property taxes by .71 percent.

All concerned citizens are invited to the final public hearing on this tax increase to be held at the Sandy Springs City Hall, 1 Galambos Way, Sandy Springs, Georgia on August 19, 2025, at 6:00 PM.

Times and places of additional public hearings on this tax increase are at the City of Sandy Springs City Hall, 1 Galambos Way, Sandy Springs, Georgia on August 5, 2025, at 6:00 PM and August 19, 2025, at 8:30 AM.

This tentative increase will result in a millage rate of 4.731 mills, as set by City Charter, an increase of .1015 mills. Without this tentative tax increase, the millage rate will be no more than 4.697 mills. The proposed tax increase for a home with homestead exemption with a fair market value of \$684,712 is approximately \$90.80 and the proposed tax increase for non-homestead property with a fair market value of \$684,712 is approximately \$96.06.

NOTICE

The City of Sandy Springs, Mayor and City Council do hereby announce that the millage rate will be set at a meeting to be held at the Sandy Springs City Hall, 1 Galambos Way, Sandy Springs, Georgia 30328 on August 19, 2025, at 6:00 pm and pursuant to the requirements of O.C.G.A. § 48-5-32 do hereby publish the following presentation of the current year's estimated tax digest and levy, along with the history of the estimated tax digest and levy for the past five years.

CURRENT 2025 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

COUNTY WIDE		2020	2021	2022	2023	2024	2025
V A L U E	Real & Personal	9,896,793,022	10,515,930,880	10,988,725,300	12,013,457,202	12,624,306,955	12,876,468,767
	Motor Vehicles	30,398,740	22,570,250	18,835,730	17,251,270	14,897,730	11,714,450
	Mobile Homes	0	0	0	0	0	0
	Timber - 100%	0	0	0	0	0	0
	Heavy Duty Equipment	68,788	0	33,200	0	0	71,640
	Gross Digest	9,927,260,550	10,538,501,130	11,007,594,230	12,030,708,472	12,639,204,685	12,888,254,857
	Less Exemptions	947,687,936	1,199,328,249	1,231,693,468	1,440,093,460	1,607,086,344	1,816,887,990
	NET DIGEST VALUE	8,979,572,614	9,339,172,881	9,775,900,762	10,590,615,012	11,032,118,341	11,071,366,867
R A T E	Gross Maintenance & Operation Millage	7.5430	7.4370	7.4417	7.4693	7.4503	7.5760
	Less Rollback (Local Option Sales Tax)	2.8120	2.7060	2.7107	2.7383	2.7193	2.8450
	NET M&O MILLAGE RATE	4.7310	4.7310	4.7310	4.7310	4.7310	4.7310
TAX	TOTAL M&O TAXES LEVIED	\$42,482,358	\$44,183,627	\$46,249,787	\$50,104,200	\$52,192,591	\$52,378,637
	Net Tax \$ Increase	\$852,398	\$1,701,269	\$2,066,160	\$3,854,413	\$2,088,391	\$186,046
	Net Tax % Increase	2.05%	4.00%	4.68%	8.33%	4.17%	0.36%



FINANCIAL HIGHLIGHTS FY 2025
May 31, 2025

UNAUDITED

NOTES TO THE FINANCIAL STATEMENTS

May 31, 2025

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year are at 107.71% of the adopted budget. We are at 91.67% of the fiscal year.
- ▶ General Fund Expenditures for the fiscal year are at 87.38% of the adopted budget. We are at 91.67% of the fiscal year.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$49,175,134	\$44,500,000	110.51%	
Motor Vehicle Tax	\$52,258	\$20,000	261.29%	<--These two will be adjusted as the rate at which the <-- old MVT phases out and the new TAVT increases
Motor Vehicle TAVT	\$3,760,092	\$4,000,000	94.00%	
Local Option Sales Tax	\$30,630,477	\$30,000,000	102.10%	
Business Occupational Tax	\$10,740,900	\$10,000,000	107.41%	
Insurance Premium Tax	\$10,310,436	\$9,000,000	114.56%	Payment normally received October of each year
Building Permits	\$2,971,468	\$1,500,000	198.10%	
Expenditures - Fund 100				
<i>All Departments</i>				
Workers Comp Insurance	\$929,952	\$1,125,550	82.62%	Includes all departments and is semi-annual

CASH AND INVESTMENTS
THROUGH PERIOD 11, MAY FY 2025

UNAUDITED

TRUIST

OPERATING ACCOUNT	\$11,901,605
COMMUNITY DEVELOPMENT ESCROW	2,349,485
POLICE - CUSTODIAL ESCROW	6,962
POLICE - FEDERAL FORFEITURE	285,138
POLICE - STATE SEIZED RESTRICTED	340,405
POLICE - STATE SEIZED UNRESTRICTED	69,338
POLICE - FEDERAL SEIZED TREASURY FUND	68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	35,283
HOTEL / MOTEL TAX ACCOUNT	455,733
COURT SERVICES	599,114
IMPACT FEE ACCOUNT	6,154,825
TREE FUND ACCOUNT	1,464,469
TSPLOST FUND 2016 & 2021	79,325,677
CDBG CUSTODIAN	2,078,887
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	103,045
PAC OPERATING & EVENTS ACCOUNT	2,207,018
TOTAL TRUIST	<u>\$107,445,547</u>

GEORGIA FUND ONE	\$124,148,939
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	<u>\$124,149,181</u>

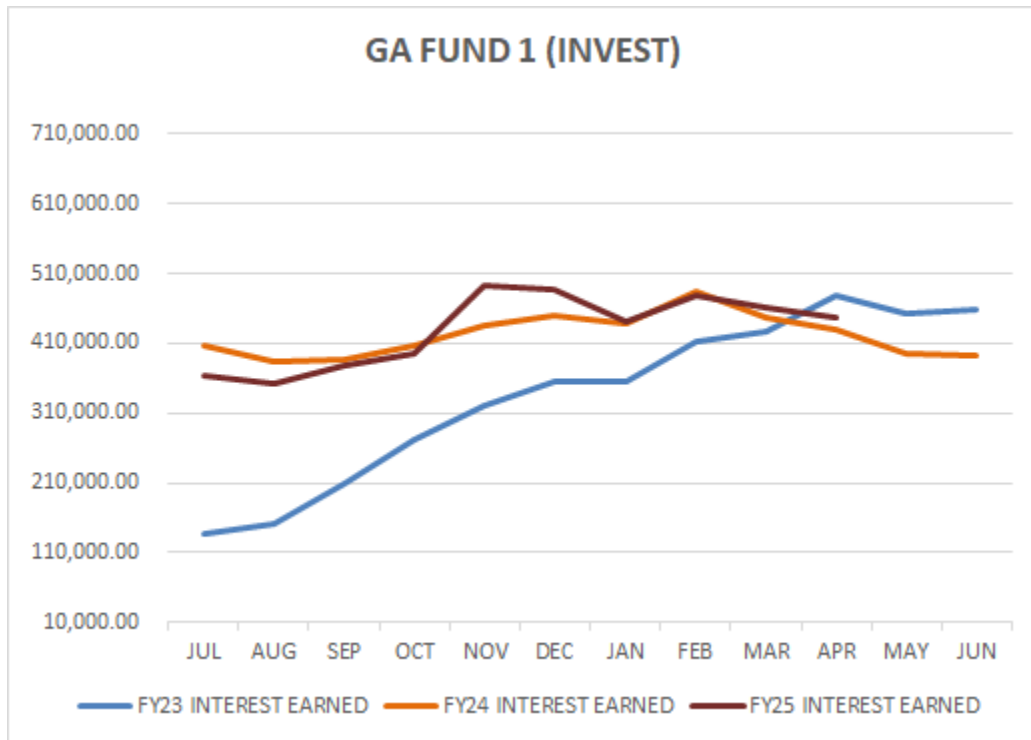
TOTAL CASH AND CASH EQUIVALENTS	<u><u>\$231,594,728</u></u>
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INTEREST INCOME DETAIL THROUGH PERIOD 11, MAY FY 2025

GA FUND 1 (INVEST)

PERIOD	FY23 INTEREST EARNED	FY23 INTEREST RATE	FY24 INTEREST EARNED	FY24 INTEREST RATE	FY25 INTEREST EARNED	FY25 INTEREST RATE
JUL	136,539.16	2.13404%	407,759.43	5.35630%	362,460.85	5.36411%
AUG	151,419.63	2.36949%	382,760.18	5.37012%	352,898.03	5.16843%
SEP	209,619.21	2.86951%	385,644.76	5.38301%	378,699.83	4.84352%
OCT	273,222.41	3.58367%	405,991.53	5.40013%	394,286.48	4.69388%
NOV	319,828.59	3.92142%	435,751.39	5.39059%	491,488.70	4.55664%
DEC	354,139.61	4.20045%	449,888.54	5.38486%	487,020.58	4.37250%
JAN	355,337.93	4.49404%	438,910.49	5.39439%	441,659.72	4.42666%
FEB	412,898.39	4.58274%	484,124.71	5.38396%	478,528.75	4.36869%
MAR	427,222.57	4.75372%	446,455.89	5.38816%	461,745.74	4.38709%
APR	477,342.24	4.99640%	430,723.99	5.38957%	446,812.65	4.36024%
MAY	453,947.14	5.12068%	394,121.86	5.40225%		
JUN	459,755.36	5.21110%	393,275.88	5.38211%		
TOTAL	4,031,272.24		5,055,408.65		4,295,601.33	



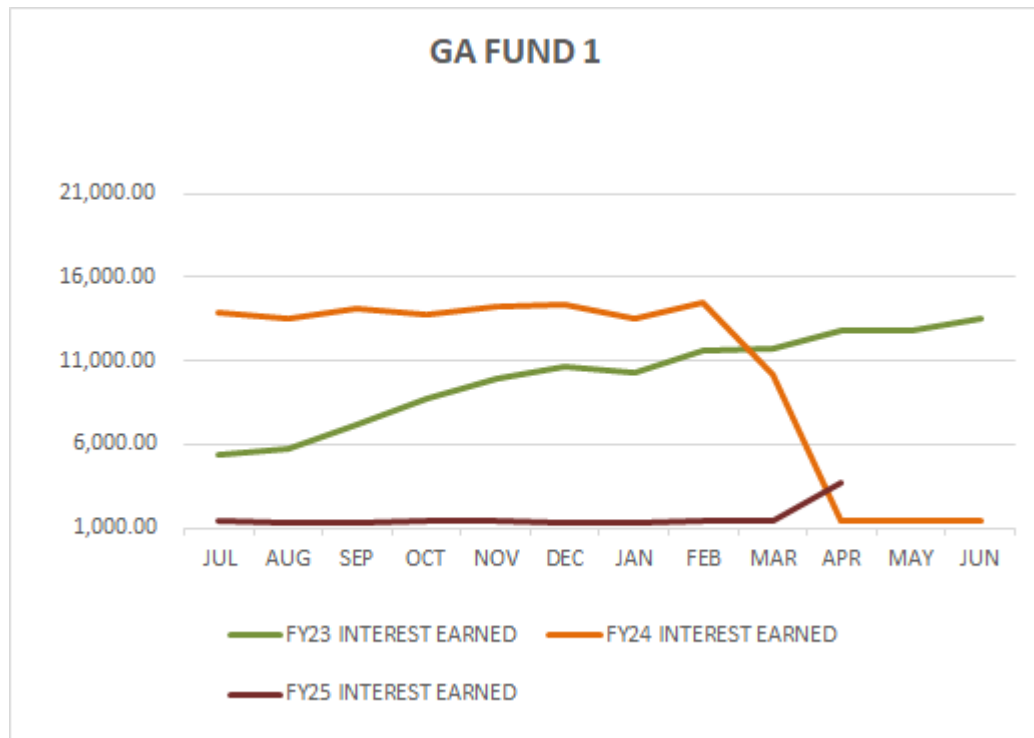


INTEREST INCOME DETAIL THROUGH PERIOD 11, MAY FY 2025

GA FUND 1 (INTEREST)

PERIOD	FY23 INTEREST EARNED	FY23 INTEREST RATE	FY24 INTEREST EARNED	FY24 INTEREST RATE	FY25 INTEREST EARNED	FY25 INTEREST RATE
JUL	5,330.39	2.13404%	13,926.28	5.35630%	1,438.09	5.36410%
AUG	5,737.98	2.36949%	13,573.28	5.37012%	1,347.04	5.16842%
SEP	7,194.42	2.86951%	14,121.45	5.38301%	1,345.09	4.84352%
OCT	8,716.32	3.58367%	13,772.06	5.40013%	1,379.56	4.69387%
NOV	9,884.76	3.92142%	14,269.04	5.39059%	1,389.21	4.55665%
DEC	10,623.40	4.20045%	14,319.12	5.38486%	1,338.23	4.37251%
JAN	10,302.61	4.49404%	13,480.39	5.39439%	1,271.70	4.42665%
FEB	11,671.68	4.58274%	14,443.86	5.38396%	1,435.40	4.36870%
MAR	11,762.19	4.75371%	10,237.09	5.38816%	1,400.12	4.38709%
APR	12,824.68	4.99640%	1,425.46	5.38957%	3,742.13	4.36025%
MAY	12,773.66	5.12068%	1,389.05	5.40224%		
JUN	13,489.04	5.21109%	1,436.35	5.38210%		
TOTAL	120,311.13		126,393.43		16,086.57	

*NOTE: CDBG funds deposited into a trust account per CDBG guidelines.



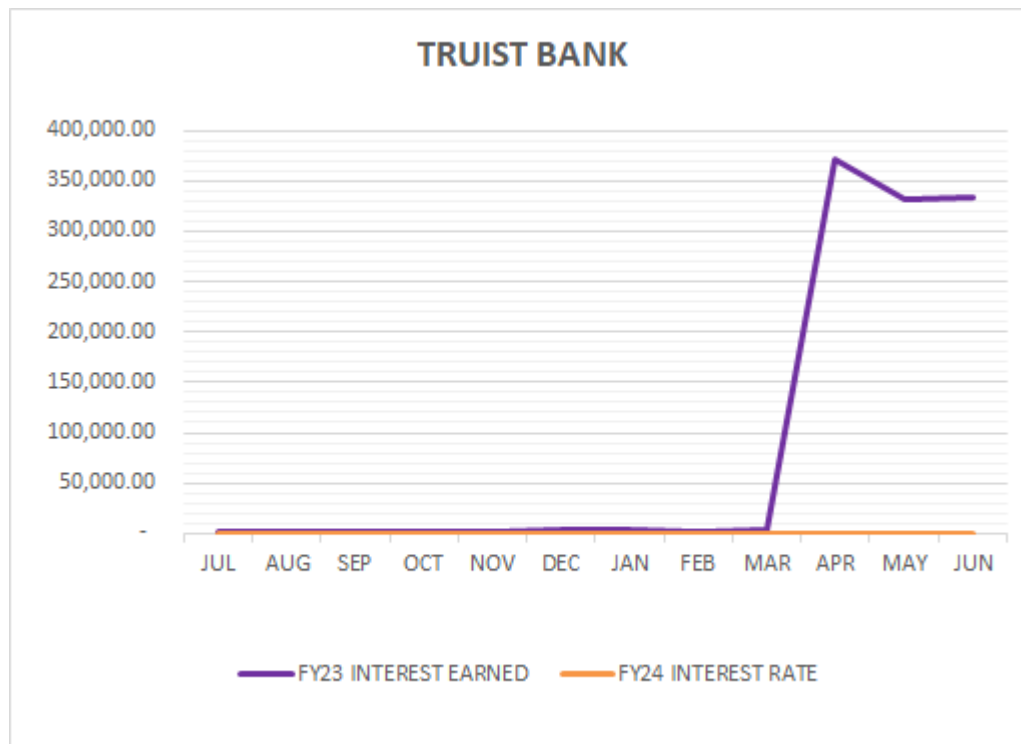


INTEREST INCOME DETAIL THROUGH PERIOD 11, MAY FY 2025

TRUIST BANK

PERIOD	FY23 INTEREST EARNED	FY23 INTEREST RATE	FY24 INTEREST EARNED	FY24 INTEREST RATE	FY25 INTEREST EARNED	FY25 INTEREST RATE
JUL	2,269.13	4.000%	340,351.25	4.200%	401,332.49	4.400%
AUG	2,642.29	4.000%	385,949.46	4.400%	426,370.18	4.400%
SEP	2,361.03	4.000%	374,191.92	4.400%	401,261.21	4.400%
OCT	2,189.94	4.000%	425,262.04	4.400%	364,150.34	4.000%
NOV	2,371.21	4.000%	479,275.55	4.400%	366,695.63	3.800%
DEC	2,825.65	4.000%	459,773.35	4.400%	355,853.61	3.800%
JAN	2,972.61	4.000%	423,113.71	4.400%	324,295.64	3.600%
FEB	2,537.22	4.000%	454,877.15	4.400%	296,826.47	3.600%
MAR	2,832.10	4.000%	428,924.12	4.400%	351,799.93	3.600%
APR	371,767.85	4.000%	417,268.74	4.400%	328,398.57	3.600%
MAY	331,366.09	4.000%	404,553.83	4.400%		
JUN	333,422.18	4.200%	401,332.49	4.400%		

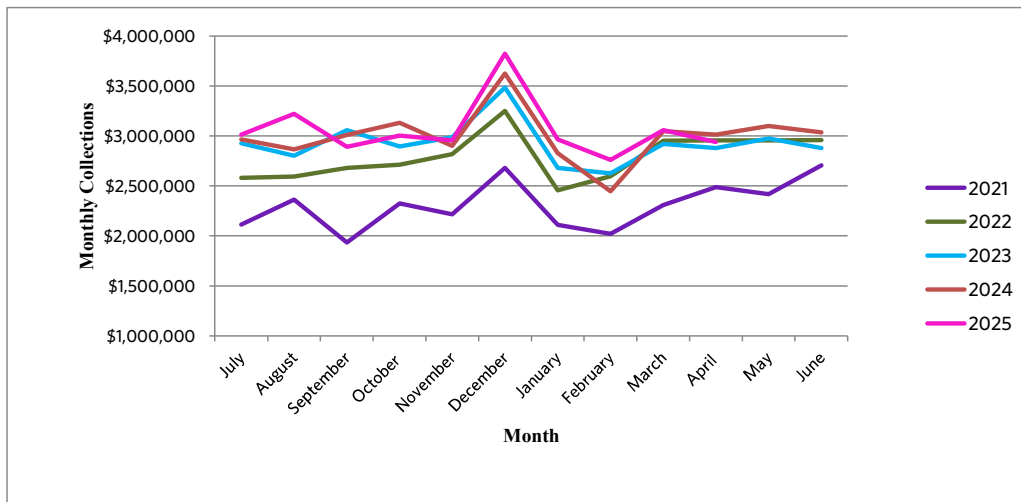
TOTAL 1,059,557.30 4,994,873.61 3,616,984.07



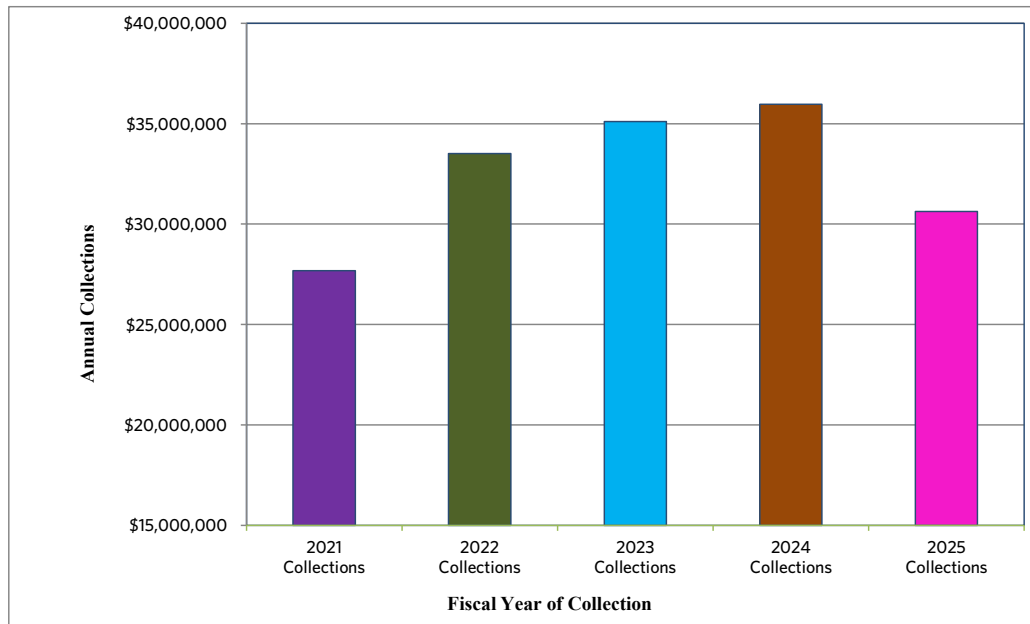
LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 11, MAY FY 2025

Month	2021 Collections	2022 Collections	2023 Collections	2024 Collections	2025 Collections	% Change from Prior Year
July	\$2,112,938	\$2,582,424	\$2,927,024	\$2,963,801	\$3,013,186	1.67%
August	2,364,510	2,595,359	2,802,887	2,867,203	3,221,223	12.35%
September	1,934,144	2,681,668	3,057,481	3,008,588	2,892,033	-3.87%
October	2,325,366	2,712,731	2,895,773	3,131,801	3,003,546	-4.10%
November	2,214,592	2,817,297	2,987,710	2,899,993	2,956,052	1.93%
December	2,681,846	3,248,894	3,482,808	3,625,870	3,821,458	5.39%
January	2,111,802	2,457,273	2,678,782	2,828,302	2,965,850	4.86%
February	2,020,770	2,595,963	2,626,721	2,445,174	2,759,587	12.86%
March	2,308,276	2,953,513	2,920,265	3,048,084	3,057,158	0.30%
April	2,489,800	2,954,959	2,879,512	3,013,417	2,940,384	-2.42%
May	2,417,257	2,956,023	2,976,133	3,098,338		
June	2,705,025	2,958,293	2,878,988	3,035,751		
	\$27,686,326	\$33,514,398	\$35,114,083	\$35,966,324	\$30,630,477	-14.84%

MONTHLY COLLECTIONS



ANNUAL COLLECTIONS



**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	-	49,175,134	44,500,000	110.51 %
100-0000-90-311310	MOTOR VEHICLE	3,599	52,258	20,000	261.29 %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	457,466	3,760,092	4,000,000	94.00 %
100-0000-90-311340	INTANGIBLES	61,840	509,064	450,000	113.13 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	30,583	306,722	250,000	122.69 %
100-0000-90-311710	ELECTRIC FRANCHISE TAX	-	7,904,293	6,500,000	121.60 %
100-0000-90-311730	GAS FRANCHISE TAX	-	796,252	900,000	88.47 %
100-0000-90-311750	CABLE TV FRANCHISE TAX	220,518	763,510	1,100,000	69.41 %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	654	93,148	100,000	93.15 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	15,838	483,568	575,000	84.10 %
100-0000-90-313100	LOCAL OPTION SALES TAX	2,940,384	30,630,477	30,000,000	102.10 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	84,147	817,491	900,000	90.83 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	60,364	563,034	600,000	93.84 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	525,223	10,740,900	10,000,000	107.41 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	26,440	26,440	25,000	105.76 %
100-0000-90-316200	INSURANCE PREMIUM TAX	-	10,310,436	9,000,000	114.56 %
	TOTAL TAXES	4,427,057	116,932,818	108,920,000	107.36 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	4,650	673,015	650,000	103.54 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	4,498	66,056	50,000	132.11 %
100-0000-60-322210	PLANNING/ZONING FEES	2,760	29,310	60,000	48.85 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	22,150	212,679	225,000	94.52 %
100-0000-60-323120	BUILDING PERMITS	137,993	2,971,468	1,500,000	198.10 %
100-0000-60-323130	PLUMBING PERMITS	2,205	27,190	2,500	1,087.60 %
100-0000-60-323140	ELECTRICAL PERMITS	4,475	33,553	4,000	838.83 %
100-0000-60-323160	HVAC PERMITS	9,615	83,580	10,000	835.80 %
100-0000-60-323190	UTILITY PERMITS	1,992	28,052	-	- %
100-0000-60-323920	BLDG REINSPECTION FEE	700	4,775	1,000	477.50 %
	TOTAL LICENSES & PERMITS	191,038	4,129,678	2,502,500	165.02 %
100-0000-60-341320	DEVELOPMENT IMPACT FEES	200	22,374	1,000	2,237.44 %
100-0000-30-342110	PHOTO ENFORCEMENT FINES	1,983	1,983	-	- %
100-0000-30-342900	FALSE ALARM FEES	1,132	4,845	20,000	24.22 %
100-0000-30-342910	OTHER PUBLIC SAFETY FEES	-	15,000	-	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	11,760	129,360	141,120	91.67 %
100-0000-10-346900	SPECIAL EVENT FEES	850	11,900	10,000	119.00 %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	5,000	55,000	60,000	91.67 %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	10,408	96,337	55,000	175.16 %
100-0000-50-347900	SSTC CONTRACT	12,500	137,500	150,000	91.67 %
100-0000-50-347910	FACILITY RENTALS	9,350	175,857	150,000	117.24 %
	TOTAL CHARGES & FEES	53,182	650,156	587,120	110.74 %
100-0000-20-351170	MUNICIPAL COURT	230,490	2,321,642	2,000,000	116.08 %
	TOTAL FINES & FORFEITURES	230,490	2,321,642	2,000,000	116.08 %
100-0000-90-361000	INTEREST REVENUE	775,211	7,912,585	8,000,000	98.91 %
	TOTAL INVESTMENT INCOME	775,211	7,912,585	8,000,000	98.91 %
100-0000-90-349900	OTHER CHGS FOR SERVICES	3,485	47,141	55,000	85.71 %
100-0000-40-381000	RENTAL REVENUE	5,283	213,503	300,000	71.17 %
100-0000-90-389000	MISCELLANEOUS REVENUE	11,472	226,760	300,000	75.59 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	5,723	61,024	40,000	152.56 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	5,243	88,706	60,000	147.84 %
	TOTAL MISCELLANEOUS	31,206	637,134	755,000	84.39 %
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	130,157	1,263,488	1,499,400	84.27 %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	9,350	97,604	100,000	97.60 %
100-0000-90-391360	TRANSFER IN PFA	-	397,286	397,286	100.00 %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	421,874	386,000	109.29 %
100-0000-90-392100	SALE OF ASSETS	-	34,615	-	- %
	TOTAL OTHER FINANCING SOURCES	139,507	2,214,868	2,382,686	92.96 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
	TOTAL REVENUES	\$5,847,691	\$134,798,881	\$125,147,306	107.71 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	16,500	165,000	198,000	83.33 %
100-1310-10-512104	LIFE INSURANCE	95	1,048	1,300	80.64 %
100-1310-10-512200	SOCIAL SECURITY	890	8,891	12,300	72.29 %
100-1310-10-512300	MEDICARE	208	2,079	2,900	71.70 %
100-1310-10-512600	UNEMPLOYMENT TAX	22	297	500	59.36 %
100-1310-10-512700	WORKERS' COMPENSATION	-	545	600	90.86 %
Salaries & Benefits		17,715	177,861	215,600	82.50 %
100-1310-10-523200	COMMUNICATIONS	229	2,764	4,800	57.58 %
100-1310-10-523500	TRAVEL	256	6,472	15,000	43.15 %
100-1310-10-523600	DUES & FEES	315	51,110	50,000	102.22 %
100-1310-10-523700	EDUCATION/TRAINING	195	14,059	13,000	108.15 %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	453	453	1,810	25.00 %
100-1310-10-531300	HOSPITALITY	-	6,036	9,050	66.69 %
Operations & Capital		1,448	80,893	93,660	86.37 %
TOTAL CITY COUNCIL		19,163	258,754	309,260	83.67 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	110,459	861,333	1,105,200	77.93 %
100-1320-10-511110	BONUSES	-	22,600	60,000	37.67 %
100-1320-10-512101	HEALTH INSURANCE	8,971	84,535	118,600	71.28 %
100-1320-10-512102	DISABILITY INSURANCE	385	3,716	5,800	64.07 %
100-1320-10-512103	DENTAL INSURANCE	519	4,501	6,000	75.01 %
100-1320-10-512104	LIFE INSURANCE	606	5,821	8,500	68.48 %
100-1320-10-512200	SOCIAL SECURITY	6,629	41,960	72,600	57.80 %
100-1320-10-512300	MEDICARE	1,550	12,394	17,000	72.91 %
100-1320-10-512401	RETIREMENT 401A	14,798	93,529	197,200	47.43 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	4,984	33,063	55,500	59.57 %
100-1320-10-512600	UNEMPLOYMENT TAX	-	346	500	69.16 %
100-1320-10-512700	WORKERS' COMPENSATION	-	2,504	3,500	71.54 %
Salaries & Benefits		148,901	1,166,300	1,650,400	70.67 %
100-1320-10-523200	COMMUNICATIONS	215	2,295	4,000	57.38 %
100-1320-10-523300	ADVERTISING	-	2,617	-	- %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	-	3,377	5,000	67.54 %
100-1320-10-523600	DUES & FEES	163	10,139	12,000	84.49 %
100-1320-10-523700	EDUCATION/TRAINING	-	4,940	6,500	76.00 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	(1)	3,441	5,360	64.20 %
100-1320-10-531300	HOSPITALITY	-	8,313	6,850	121.36 %
Operations & Capital		378	35,122	40,210	87.35 %
TOTAL CITY MANAGER		149,279	1,201,422	1,690,610	71.06 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	35,609	291,947	359,000	81.32 %
100-1330-10-511110	BONUSES	-	9,200	10,000	92.00 %
100-1330-10-512101	HEALTH INSURANCE	4,157	42,662	47,100	90.58 %
100-1330-10-512102	DISABILITY INSURANCE	116	1,332	2,200	60.56 %
100-1330-10-512103	DENTAL INSURANCE	130	1,700	2,300	73.93 %
100-1330-10-512104	LIFE INSURANCE	190	2,179	3,000	72.63 %
100-1330-10-512200	SOCIAL SECURITY	2,106	16,787	23,100	72.67 %
100-1330-10-512300	MEDICARE	493	3,926	5,400	72.70 %
100-1330-10-512401	RETIREMENT 401A	4,273	30,223	43,100	70.12 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	1,780	12,593	18,000	69.96 %
100-1330-10-512600	UNEMPLOYMENT TAX	-	190	500	38.09 %
100-1330-10-512700	WORKERS' COMPENSATION	-	1,273	1,500	84.84 %
Salaries & Benefits		48,855	414,013	515,200	80.36 %
100-1330-10-521300	TECHNICAL SERVICES	(410)	86,332	114,100	75.66 %
100-1330-10-523200	COMMUNICATIONS	106	1,247	2,500	49.88 %
100-1330-10-523300	ADVERTISING	-	450	2,200	20.45 %
100-1330-10-523500	TRAVEL	1,307	3,746	8,800	42.57 %
100-1330-10-523600	DUES & FEES	176	3,516	4,000	87.89 %
100-1330-10-523700	EDUCATION/TRAINING	-	2,388	4,000	59.70 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	-	67	2,500	2.67 %
100-1330-10-531300	HOSPITALITY	-	272	1,300	20.92 %
Operations & Capital		1,180	98,017	139,400	70.31 %
TOTAL CITY CLERK		50,035	512,030	654,600	78.22 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	218,231	1,715,208	2,190,400	78.31 %
100-1500-10-511110	BONUSES	-	31,900	35,000	91.14 %
100-1500-10-512101	HEALTH INSURANCE	22,404	204,822	225,300	90.91 %
100-1500-10-512102	DISABILITY INSURANCE	796	8,514	13,000	65.49 %
100-1500-10-512103	DENTAL INSURANCE	817	8,139	10,300	79.02 %
100-1500-10-512104	LIFE INSURANCE	1,282	13,720	17,600	77.95 %
100-1500-10-512200	SOCIAL SECURITY	13,212	102,078	138,800	73.54 %
100-1500-10-512300	MEDICARE	3,090	24,742	32,500	76.13 %
100-1500-10-512401	RETIREMENT 401A	25,928	189,408	262,900	72.05 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	9,251	68,743	109,600	62.72 %
100-1500-10-512600	UNEMPLOYMENT TAX	-	1,218	2,000	60.91 %
100-1500-10-512700	WORKERS' COMPENSATION	-	6,895	6,500	106.07 %
Salaries & Benefits		295,011	2,375,387	3,043,900	78.04 %
100-1500-10-521200	PROFESSIONAL SERVICES	37,793	182,295	285,000	63.96 %
100-1500-10-521210	PROF SVCS-AUDIT	-	64,500	80,000	80.63 %
100-1500-10-521300	TECHNICAL SERVICES	8,776	396,790	395,700	100.28 %
100-1500-10-522210	REP & MAINT-EQUIPMENT	-	947	1,000	94.67 %
100-1500-10-523200	COMMUNICATIONS	253	2,863	4,600	62.24 %
100-1500-10-523300	ADVERTISING	810	6,690	9,600	69.69 %
100-1500-10-523400	PRINTING & BINDING	-	4,341	4,750	91.38 %
100-1500-10-523500	TRAVEL	94	671	5,000	13.43 %
100-1500-10-523600	DUES & FEES	232	7,589	11,200	67.75 %
100-1500-10-523700	EDUCATION/TRAINING	279	7,912	10,000	79.12 %
100-1500-10-523900	CONTRACTUAL SERVICES	2,133	19,212	28,000	68.62 %
100-1500-10-523950	MERCHANT SVCS CHARGES	-	15	400	3.75 %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	693	4,611	7,500	61.48 %
100-1500-10-531300	HOSPITALITY	130	2,087	2,000	104.35 %
100-1500-10-531750	UNIFORMS	-	1,457	2,730	53.38 %
100-1500-10-542100	MACHINERY & EQUIPMENT	-	450	2,500	17.99 %
100-1500-10-542400	COMPUTER EQUIPMENT	-	-	5,000	- %
Operations & Capital		51,193	702,430	854,980	82.16 %
TOTAL FINANCE		346,204	3,077,816	3,898,880	78.94 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-511100	SALARIES	22,110	172,187	189,100	91.06 %
100-1530-10-511110	BONUSES	-	4,600	10,000	46.00 %
100-1530-10-512101	HEALTH INSURANCE	3,242	30,495	30,500	99.99 %
100-1530-10-512102	DISABILITY INSURANCE	76	836	1,200	69.68 %
100-1530-10-512103	DENTAL INSURANCE	19	204	300	68.07 %
100-1530-10-512104	LIFE INSURANCE	125	1,370	1,600	85.62 %
100-1530-10-512200	SOCIAL SECURITY	1,338	10,650	12,500	85.20 %
100-1530-10-512300	MEDICARE	313	2,491	3,000	83.02 %
100-1530-10-512401	401A RETIREMENT	2,607	20,367	22,700	89.72 %
100-1530-10-512402	401A RETIREMENT-457 MATCH	1,086	8,486	9,500	89.33 %
100-1530-10-512600	UNEMPLOYMENT TAX	-	99	300	32.93 %
100-1530-10-512700	WORKERS' COMPENSATION	-	716	1,000	71.59 %
Salaries & Benefits		30,916	252,501	281,700	89.63 %
100-1530-10-521250	PROF SVCS-LEGAL	54,928	460,035	700,000	65.72 %
100-1530-10-521255	PROF SVCS-LITIGATION	61,136	567,815	500,000	113.56 %
100-1530-10-523200	COMMUNICATIONS	71	826	4,100	20.15 %
100-1530-10-523500	TRAVEL	-	1,001	5,000	20.03 %
100-1530-10-523600	DUES & FEES	26	1,242	1,400	88.73 %
100-1530-10-523700	EDUCATION/TRAINING	-	789	2,500	31.56 %
100-1530-10-531100	GENERAL SUPPLIES & MATLS	-	1,594	1,500	106.27 %
100-1530-10-531300	HOSPITALITY	-	-	500	- %
100-1530-10-531750	UNIFORMS	-	437	1,000	43.70 %
Operations & Capital		116,160	1,033,740	1,216,000	85.01 %
TOTAL LEGAL SERVICES		147,076	1,286,241	1,497,700	85.88 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	244,210	1,781,794	2,087,800	85.34 %
100-1535-10-511110	BONUSES	-	33,000	30,000	110.00 %
100-1535-10-512101	HEALTH INSURANCE	28,231	253,875	311,300	81.55 %
100-1535-10-512102	DISABILITY INSURANCE	846	8,609	13,100	65.72 %
100-1535-10-512103	DENTAL INSURANCE	995	9,464	12,500	75.71 %
100-1535-10-512104	LIFE INSURANCE	1,384	14,083	18,900	74.51 %
100-1535-10-512200	SOCIAL SECURITY	14,491	107,781	132,200	81.53 %
100-1535-10-512300	MEDICARE	3,389	25,207	30,900	81.58 %
100-1535-10-512401	401A RETIREMENT	28,363	197,248	250,600	78.71 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	11,383	78,881	104,400	75.56 %
100-1535-10-512600	UNEMPLOYMENT TAX	-	1,223	1,500	81.52 %
100-1535-10-512700	WORKERS' COMPENSATION	-	5,275	7,000	75.35 %
Salaries & Benefits		333,292	2,516,440	3,000,200	83.88 %
100-1535-10-521300	TECHNICAL SERVICES	639	766,486	877,400	87.36 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	-	254,132	281,500	90.28 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	5,488	54,410	75,000	72.55 %
100-1535-10-523200	COMMUNICATIONS	733	8,961	10,900	82.21 %
100-1535-10-523500	TRAVEL	1,659	5,330	10,200	52.25 %
100-1535-10-523600	DUES & FEES	154	3,481	5,000	69.61 %
100-1535-10-523700	EDUCATION/TRAINING	1,449	18,248	28,000	65.17 %
100-1535-10-523900	CONTRACTUAL SERVICES	2,490	6,485	38,000	17.07 %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	-	2,025	4,000	50.63 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	924	5,650	10,000	56.50 %
100-1535-10-531750	UNIFORMS	-	1,502	2,000	75.10 %
100-1535-10-542400	COMPUTER EQUIPMENT	630	3,984	10,000	39.84 %
Operations & Capital		14,166	1,130,693	1,352,000	83.63 %
TOTAL INFORMATION SERVICES		347,459	3,647,133	4,352,200	83.80 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	49,686	332,718	445,200	74.73 %
100-1540-10-511110	BONUSES	-	5,000	13,000	38.46 %
100-1540-10-512101	HEALTH INSURANCE	8,028	72,614	90,300	80.41 %
100-1540-10-512102	DISABILITY INSURANCE	173	1,676	2,500	67.02 %
100-1540-10-512103	DENTAL INSURANCE	277	2,846	4,000	71.15 %
100-1540-10-512104	LIFE INSURANCE	283	2,740	3,500	78.29 %
100-1540-10-512200	SOCIAL SECURITY	2,964	20,109	28,600	70.31 %
100-1540-10-512300	MEDICARE	693	4,703	6,700	70.19 %
100-1540-10-512401	401A RETIREMENT	5,030	32,505	53,500	60.76 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	1,400	6,850	22,300	30.72 %
100-1540-10-512600	UNEMPLOYMENT TAX	6	268	500	53.59 %
100-1540-10-512700	WORKERS' COMPENSATION	-	837	1,000	83.73 %
Salaries & Benefits		68,539	482,866	671,100	71.95 %
100-1540-10-521200	PROFESSIONAL SERVICES	16,873	243,167	278,100	87.44 %
100-1540-10-523200	COMMUNICATIONS	152	1,685	1,700	99.13 %
100-1540-10-523300	ADVERTISING	-	199	2,000	9.95 %
100-1540-10-523500	TRAVEL	-	1,083	5,000	21.66 %
100-1540-10-523600	DUES & FEES	-	1,174	3,000	39.12 %
100-1540-10-523700	EDUCATION/TRAINING	78	46,564	56,000	83.15 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	558	1,528	3,000	50.94 %
100-1540-10-531300	HOSPITALITY	5,717	9,801	12,000	81.68 %
Operations & Capital		23,378	305,200	360,800	84.59 %
TOTAL HUMAN RESOURCES		91,917	788,066	1,031,900	76.37 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	158,631	1,133,525	1,486,100	76.28 %
100-1565-10-511110	BONUSES	-	29,200	35,000	83.43 %
100-1565-10-512101	HEALTH INSURANCE	18,047	164,765	265,300	62.11 %
100-1565-10-512102	DISABILITY INSURANCE	546	5,499	9,700	56.69 %
100-1565-10-512103	DENTAL INSURANCE	589	6,233	11,900	52.38 %
100-1565-10-512104	LIFE INSURANCE	894	9,005	14,200	63.42 %
100-1565-10-512200	SOCIAL SECURITY	9,730	70,365	95,000	74.07 %
100-1565-10-512300	MEDICARE	2,276	16,629	22,200	74.90 %
100-1565-10-512401	401A RETIREMENT	17,499	128,040	178,400	71.77 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	7,023	51,125	74,400	68.72 %
100-1565-10-512600	UNEMPLOYMENT TAX	19	889	1,500	59.28 %
100-1565-10-512700	WORKERS' COMPENSATION	-	18,824	20,000	94.12 %
Salaries & Benefits		215,252	1,634,099	2,213,700	73.82 %
100-1565-10-521200	PROFESSIONAL SERVICES	2,938	53,724	214,700	25.02 %
100-1565-10-521300	TECHNICAL SERVICES	-	134,977	156,800	86.08 %
100-1565-10-522100	CLEANING SERVICES	43,164	317,351	445,300	71.27 %
100-1565-10-522110	GARBAGE DISPOSAL	9,152	93,694	96,400	97.19 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	27,746	427,217	553,000	77.25 %
100-1565-10-522220	REP & MAINT-BUILDINGS	66,274	993,548	1,477,300	67.25 %
100-1565-10-522230	REP & MAINT-VEHICLES	232	5,797	5,000	115.95 %
100-1565-10-522310	BUILDING OPERATING LEASE	32,307	361,261	391,700	92.23 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	-	215,197	260,500	82.61 %
100-1565-10-523200	COMMUNICATIONS	1,075	11,670	9,990	116.81 %
100-1565-10-523250	POSTAGE	1,712	23,423	29,000	80.77 %
100-1565-10-523700	EDUCATION/TRAINING	-	10,140	15,500	65.42 %
100-1565-10-523900	CONTRACTUAL SERVICES	46,857	335,221	334,900	100.10 %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	13,032	141,993	143,000	99.30 %
100-1565-10-531210	WATER	20,369	217,130	390,000	55.67 %
100-1565-10-531220	NATURAL GAS	9,434	104,934	181,600	57.78 %
100-1565-10-531230	ELECTRICITY	99,070	934,174	956,700	97.65 %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	647	3,410	10,000	34.10 %
100-1565-10-531750	UNIFORMS	2,554	7,756	12,000	64.63 %
100-1565-10-541200	SITE IMPROVEMENTS	-	15,226	228,000	6.68 %
100-1565-10-542400	COMPUTER EQUIPMENT	135	355	5,000	7.10 %
100-1565-10-579000	CONTINGENCIES	-	-	20,000	- %
Operations & Capital		376,697	4,408,196	5,936,390	74.26 %
TOTAL FACILITIES MANAGEMENT		591,949	6,042,295	8,150,090	74.14 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	97,543	762,976	971,000	78.58 %
100-1570-10-511110	BONUSES	-	9,300	20,000	46.50 %
100-1570-10-512101	HEALTH INSURANCE	9,212	97,348	141,300	68.89 %
100-1570-10-512102	DISABILITY INSURANCE	350	3,779	5,600	67.48 %
100-1570-10-512103	DENTAL INSURANCE	402	4,502	7,300	61.68 %
100-1570-10-512104	LIFE INSURANCE	549	5,916	8,600	68.79 %
100-1570-10-512200	SOCIAL SECURITY	5,916	46,719	61,500	75.97 %
100-1570-10-512300	MEDICARE	1,383	10,926	14,400	75.88 %
100-1570-10-512401	401A RETIREMENT	10,912	82,714	115,800	71.43 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	4,547	34,423	48,300	71.27 %
100-1570-10-512600	UNEMPLOYMENT TAX	30	481	800	60.14 %
100-1570-10-512700	WORKERS' COMPENSATION	-	2,770	3,500	79.14 %
Salaries & Benefits		130,842	1,061,854	1,398,100	75.95 %
100-1570-10-521200	PROF SERV - PUBLIC RELATIONS	9,500	77,398	121,000	63.97 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	53,085	583,935	640,000	91.24 %
100-1570-10-523200	COMMUNICATIONS	465	4,866	6,500	74.87 %
100-1570-10-523300	ADVERTISING	7,160	15,770	30,000	52.57 %
100-1570-10-523400	PRINTING & BINDING	3,640	8,452	8,000	105.65 %
100-1570-10-523500	TRAVEL	64	531	2,250	23.61 %
100-1570-10-523600	DUES & FEES	132	2,315	2,500	92.60 %
100-1570-10-523700	EDUCATION/TRAINING	-	2,274	8,000	28.42 %
100-1570-10-523900	CONTRACTUAL SERVICES	757	43,354	68,860	62.96 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	17,000	188,067	211,500	88.92 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	106	5,117	15,000	34.11 %
100-1570-10-531300	HOSPITALITY	176	1,650	5,000	33.00 %
100-1570-10-542400	COMPUTER EQUIPMENT	-	6,045	11,000	54.95 %
100-1570-10-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		92,085	939,775	1,179,610	79.67 %
TOTAL COMMUNICATIONS		222,927	2,001,629	2,577,710	77.65 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
GENERAL ADMINISTRATION EXPENDITURES					
100-1595-10-511200	PART-TIME/TEMP EMPLOYEES	450	450	50,000	0.90 %
100-1595-10-512200	SOCIAL SECURITY	28	28	3,100	0.90 %
100-1595-10-512300	MEDICARE	7	7	800	0.82 %
100-1595-10-512500	TUITION REIMBURSEMENT	3,613	23,629	50,000	47.26 %
100-1595-10-512600	UNEMPLOYMENT TAX	2	2	200	1.17 %
100-1595-10-512700	WORKERS' COMPENSATION	-	33	100	33.40 %
Salaries & Benefits		4,100	24,149	104,200	23.18 %
100-1595-10-521200	PROFESSIONAL SERVICES	8,598	152,582	148,800	102.54 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	92,444	480,491	765,000	62.81 %
100-1595-10-523100	PROPERTY & LIABILITY INS	-	1,813,799	1,957,600	92.65 %
100-1595-10-523200	COMMUNICATIONS	9,244	126,978	132,000	96.20 %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	-	-	11,958	- %
100-1595-10-572000	PAYMENTS TO OTHER AGENCIES	-	296,906	400,000	74.23 %
100-1595-10-579000	GENERAL CONTINGENCY	-	-	87,111	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	-	-	150,000	- %
Operations & Capital		110,286	2,870,755	3,652,469	78.60 %
TOTAL GENERAL ADMINISTRATION		114,386	2,894,905	3,756,669	77.06 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	93,874	687,460	838,000	82.04 %
100-2650-20-511110	BONUSES	-	16,100	20,000	80.50 %
100-2650-20-512101	HEALTH INSURANCE	8,782	75,064	88,200	85.11 %
100-2650-20-512102	DISABILITY INSURANCE	306	3,401	4,900	69.40 %
100-2650-20-512103	DENTAL INSURANCE	331	3,002	4,300	69.82 %
100-2650-20-512104	LIFE INSURANCE	501	5,564	7,200	77.27 %
100-2650-20-512200	SOCIAL SECURITY	5,644	42,430	53,500	79.31 %
100-2650-20-512300	MEDICARE	1,320	9,923	12,600	78.76 %
100-2650-20-512401	RETIREMENT 401A	10,872	78,486	91,200	86.06 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	4,240	31,042	38,000	81.69 %
100-2650-20-512600	UNEMPLOYMENT TAX	-	538	1,000	53.83 %
100-2650-20-512700	WORKERS' COMPENSATION	-	7,324	8,000	91.55 %
Salaries & Benefits		125,871	960,334	1,166,900	82.30 %
100-2650-20-521260	PROF SVCS-COURT	29,011	268,219	514,200	52.16 %
100-2650-20-521300	TECHNICAL SERVICES	-	42,014	56,000	75.02 %
100-2650-20-523200	COMMUNICATIONS	153	1,399	3,000	46.63 %
100-2650-20-523300	ADVERTISING	-	-	1,800	- %
100-2650-20-523400	PRINTING & BINDING	570	1,182	2,000	59.12 %
100-2650-20-523500	TRAVEL	3,369	7,474	7,000	106.77 %
100-2650-20-523600	DUES & FEES	-	100	1,000	10.00 %
100-2650-20-523700	EDUCATION/TRAINING	389	3,040	8,000	38.00 %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	1,913	3,028	3,200	94.61 %
100-2650-20-531300	HOSPITALITY	-	594	1,500	39.61 %
100-2650-20-531600	SMALL TOOLS & EQUIPMENT	1,081	2,063	3,000	68.78 %
Operations & Capital		36,485	329,113	600,700	54.79 %
TOTAL MUNICIPAL COURT		162,356	1,289,447	1,767,600	72.95 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	1,871,032	14,400,143	15,996,200	90.02 %
100-3210-30-511110	BONUSES	13,000	597,700	565,000	105.79 %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	62,831	460,327	593,000	77.63 %
100-3210-30-511300	OVERTIME	130,273	962,524	900,000	106.95 %
100-3210-30-512101	HEALTH INSURANCE	229,075	2,173,245	2,328,600	93.33 %
100-3210-30-512102	DISABILITY INSURANCE	6,251	71,017	97,600	72.76 %
100-3210-30-512103	DENTAL INSURANCE	9,095	93,293	109,900	84.89 %
100-3210-30-512104	LIFE INSURANCE	10,081	111,827	135,200	82.71 %
100-3210-30-512200	SOCIAL SECURITY	125,774	981,648	1,125,500	87.22 %
100-3210-30-512300	MEDICARE	29,415	230,782	263,200	87.68 %
100-3210-30-512401	RETIREMENT 401A	217,820	1,651,229	2,027,600	81.44 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	88,532	681,859	844,900	80.70 %
100-3210-30-512600	UNEMPLOYMENT TAX	118	10,155	20,000	50.78 %
100-3210-30-512700	WORKERS' COMPENSATION	-	500,585	600,000	83.43 %
Salaries & Benefits		2,793,298	22,926,333	25,606,700	89.53 %
100-3210-30-521200	PROFESSIONAL SERVICES	1,549	94,589	152,700	61.94 %
100-3210-30-521270	JAIL SERVICES	46,895	558,495	695,000	80.36 %
100-3210-30-521275	INMATE MEDICAL SERVICES	1,099	12,313	33,000	37.31 %
100-3210-30-521300	TECHNICAL SERVICES	41,198	2,043,326	2,152,300	94.94 %
100-3210-30-522100	CLEANING SERVICES	400	70,480	84,100	83.80 %
100-3210-30-522110	GARBAGE DISPOSAL	190	2,315	2,700	85.74 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	2,304	2,407	35,000	6.88 %
100-3210-30-522220	REP & MAINT-BUILDINGS	-	4,158	15,000	27.72 %
100-3210-30-522230	REP & MAINT-VEHICLES	49,282	584,900	650,000	89.98 %
100-3210-30-522310	BUILDING OPERATING LEASE	69,619	783,585	827,300	94.72 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	236	942	1,000	94.22 %
100-3210-30-523200	COMMUNICATIONS	16,339	190,928	224,200	85.16 %
100-3210-30-523250	POSTAGE	-	1,796	2,000	89.80 %
100-3210-30-523300	ADVERTISING	2,368	10,678	31,000	34.44 %
100-3210-30-523400	PRINTING & BINDING	3,037	10,163	10,000	101.63 %
100-3210-30-523500	TRAVEL	5,140	49,922	70,300	71.01 %
100-3210-30-523600	DUES & FEES	1,932	13,370	19,000	70.37 %
100-3210-30-523700	EDUCATION/TRAINING	6,773	51,591	88,000	58.63 %
100-3210-30-523900	CONTRACTUAL SERVICES	-	-	7,500	- %
100-3210-30-523950	MERCHANT SVCS CHARGES	71	948	3,000	31.60 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	9,209	43,525	72,800	59.79 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	391	4,140	4,300	96.29 %
100-3210-30-531220	NATURAL GAS	1,225	16,625	17,000	97.80 %
100-3210-30-531230	ELECTRICITY	4,123	58,622	67,000	87.50 %
100-3210-30-531300	HOSPITALITY	1,082	35,937	37,000	97.13 %
100-3210-30-531600	POLICE EQUIPMENT	36,055	171,225	274,900	62.29 %
100-3210-30-531750	UNIFORMS	19,564	141,405	170,300	83.03 %
100-3210-30-579000	CONTINGENCIES	-	-	15,000	- %
100-3210-30-581200	CAPITAL LEASE PRINCIPAL	358,889	358,889	360,000	99.69 %
Operations & Capital		678,970	5,317,274	6,126,400	86.79 %
TOTAL POLICE		3,472,268	28,243,607	31,733,100	89.00 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	1,174,592	9,164,196	10,191,200	89.92 %
100-3510-30-511110	BONUSES	-	315,056	300,000	105.02 %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	7,516	61,178	159,200	38.43 %
100-3510-30-511300	OVERTIME	74,787	546,943	540,000	101.29 %
100-3510-30-512101	HEALTH INSURANCE	203,287	1,997,612	2,270,300	87.99 %
100-3510-30-512102	DISABILITY INSURANCE	3,832	121,175	135,900	89.16 %
100-3510-30-512103	DENTAL INSURANCE	7,797	81,376	97,800	83.21 %
100-3510-30-512104	LIFE INSURANCE	6,224	69,630	86,600	80.40 %
100-3510-30-512200	SOCIAL SECURITY	74,200	588,403	697,700	84.33 %
100-3510-30-512300	MEDICARE	17,353	138,351	163,200	84.77 %
100-3510-30-512401	RETIREMENT 401A	138,326	1,071,366	1,287,800	83.19 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	54,564	423,078	536,600	78.84 %
100-3510-30-512600	UNEMPLOYMENT TAX	94	6,461	10,000	64.61 %
100-3510-30-512700	WORKERS' COMPENSATION	5,827	242,650	300,000	80.88 %
Salaries & Benefits		1,768,399	14,827,475	16,776,300	88.38 %
100-3510-30-521200	PROFESSIONAL SERVICES	575	6,056	14,200	42.65 %
100-3510-30-521300	TECHNICAL SERVICES	19	162,365	213,400	76.09 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	3,728	64,483	85,600	75.33 %
100-3510-30-522220	REP & MAINT-BUILDINGS	6,866	103,135	122,600	84.12 %
100-3510-30-522230	REP & MAINT-VEHICLES	34,005	371,181	315,000	117.84 %
100-3510-30-523200	COMMUNICATIONS	4,259	49,358	64,800	76.17 %
100-3510-30-523300	ADVERTISING	-	-	1,000	- %
100-3510-30-523400	PRINTING & BINDING	212	2,329	4,000	58.22 %
100-3510-30-523500	TRAVEL	2,609	46,123	50,000	92.25 %
100-3510-30-523600	DUES & FEES	2,047	8,055	13,000	61.96 %
100-3510-30-523700	EDUCATION/TRAINING	9,710	64,863	79,300	81.79 %
100-3510-30-523900	CONTRACTUAL SERVICES	7,659	178,468	204,700	87.19 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	2,269	114,528	114,400	100.11 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	9,096	141,860	162,500	87.30 %
100-3510-30-531210	WATER	1,284	11,212	21,600	51.91 %
100-3510-30-531220	NATURAL GAS	1,043	14,376	25,000	57.50 %
100-3510-30-531230	ELECTRICITY	2,820	36,127	52,100	69.34 %
100-3510-30-531300	HOSPITALITY	2,600	14,798	23,300	63.51 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	13,886	104,761	109,400	95.76 %
100-3510-30-531750	UNIFORMS	6,046	117,376	141,500	82.95 %
100-3510-30-541200	SITE IMPROVEMENTS	-	81,228	88,000	92.30 %
100-3510-30-579000	CONTINGENCIES	-	-	50,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	362,510	1,585,906	1,653,500	95.91 %
100-3510-30-582200	CAPITAL LEASE INTEREST	30,836	74,866	44,100	169.77 %
Operations & Capital		504,078	3,353,454	3,653,000	91.80 %
TOTAL FIRE		2,272,478	18,180,929	20,429,300	88.99 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	12,268	96,206	121,100	79.44 %
100-3810-30-511110	BONUSES	-	-	5,000	- %
100-3810-30-512101	HEALTH INSURANCE	821	5,670	8,400	67.50 %
100-3810-30-512102	DISABILITY INSURANCE	40	453	500	90.52 %
100-3810-30-512103	DENTAL INSURANCE	30	120	300	39.89 %
100-3810-30-512104	LIFE INSURANCE	66	741	700	105.88 %
100-3810-30-512200	SOCIAL SECURITY	745	5,898	7,900	74.66 %
100-3810-30-512300	MEDICARE	174	1,379	1,900	72.60 %
100-3810-30-512401	401A RETIREMENT	1,472	11,106	14,600	76.07 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	613	4,628	6,100	75.86 %
100-3810-30-512600	UNEMPLOYMENT TAX	-	49	100	49.41 %
100-3810-30-512700	WORKERS' COMPENSATION	-	316	400	79.12 %
Salaries & Benefits		16,229	126,567	167,000	75.79 %
100-3810-30-521200	PROFESSIONAL SERVICES	1,563	632,798	696,000	90.92 %
100-3810-30-521300	TECHNICAL SERVICES	-	10,869	13,800	78.76 %
100-3810-30-522210	REP & MAINT-EQUIPMENT	-	6,006	5,000	120.13 %
100-3810-30-523200	COMMUNICATIONS	354	3,254	5,300	61.41 %
100-3810-30-523500	TRAVEL	-	-	5,500	- %
100-3810-30-523700	EDUCATION/TRAINING	-	199	1,450	13.72 %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	-	5,706	15,000	38.04 %
100-3810-30-531102	EMERGENCY EVENT RESPONSE	-	7,068	98,500	7.18 %
100-3810-30-531102 CORA	PROGRAM SUPPLIES	-	181,515	-	- %
100-3810-30-531102 HELEN	PROGRAM SUPPLIES	-	222,746	-	- %
100-3810-30-531600	SMALL TOOLS & EQUIPMENT	-	6,173	10,000	61.73 %
100-3810-30-572000	PAYMENTS TO OTHER AGENCIES	-	929,704	929,800	99.99 %
100-3810-30-579000	CONTINGENCY	-	-	50,000	- %
Operations & Capital		1,917	2,006,037	1,830,350	109.60 %
TOTAL EMERGENCY MANAGEMENT		18,146	2,132,604	1,997,350	106.77 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	406,567	3,066,552	3,601,800	85.14 %
100-4100-40-511110	BONUSES	-	53,700	60,000	89.50 %
100-4100-40-511300	OVERTIME	3,170	35,739	40,000	89.35 %
100-4100-40-512101	HEALTH INSURANCE	51,286	456,130	657,500	69.37 %
100-4100-40-512102	DISABILITY INSURANCE	1,444	14,894	28,100	53.00 %
100-4100-40-512103	DENTAL INSURANCE	1,810	17,763	27,000	65.79 %
100-4100-40-512104	LIFE INSURANCE	2,195	22,598	37,600	60.10 %
100-4100-40-512200	SOCIAL SECURITY	24,602	188,300	230,900	81.55 %
100-4100-40-512300	MEDICARE	5,754	44,459	54,000	82.33 %
100-4100-40-512401	401A RETIREMENT	46,052	349,758	437,100	80.02 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	18,991	143,019	182,100	78.54 %
100-4100-40-512600	UNEMPLOYMENT TAX	-	1,944	4,000	48.59 %
100-4100-40-512700	WORKERS' COMPENSATION	-	69,000	95,000	72.63 %
Salaries & Benefits		561,872	4,463,855	5,455,100	81.83 %
100-4100-40-521200	PROFESSIONAL SERVICES	9,780	58,959	85,000	69.36 %
100-4100-40-521300	TECHNICAL SERVICES	18,232	439,871	478,500	91.93 %
100-4100-40-522230	REP & MAINT-VEHICLES	8,206	17,751	18,000	98.62 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	5,760	47,415	125,000	37.93 %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	15,400	16,000	96.25 %
100-4100-40-522270	SIDEWALK MAINTENANCE	53,920	67,920	75,000	90.56 %
100-4100-40-522280	FIBER MAINTENANCE	1,550	36,561	100,000	36.56 %
100-4100-40-522290	TRAFFIC POLE MAINTENANCE	-	11,730	50,000	23.46 %
100-4100-40-523200	COMMUNICATIONS	2,398	28,331	32,444	87.32 %
100-4100-40-523500	TRAVEL	-	4,940	7,500	65.86 %
100-4100-40-523600	DUES & FEES	40	6,420	10,000	64.20 %
100-4100-40-523700	EDUCATION/TRAINING	3,434	22,057	30,000	73.52 %
100-4100-40-523900	CONTRACTUAL SERVICES	424,514	4,679,552	5,363,185	87.25 %
100-4100-40-523900 REMVL	CONTRACTUAL SERVICES	12,150	278,988	350,000	79.71 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	5,151	40,791	52,000	78.44 %
100-4100-40-531235	STREET LIGHTS	177,789	1,978,595	2,178,000	90.84 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	72	46,850	47,000	99.68 %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	-	5,000	- %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	4,372	194,062	200,000	97.03 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	1,693	33,699	33,000	102.12 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	22,403	186,554	235,000	79.38 %
100-4100-40-531700 TCALM	OTHER SUPPLIES	-	12,916	15,000	86.11 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	14,403	128,269	135,000	95.01 %
100-4100-40-531750	UNIFORMS	48	9,782	10,400	94.05 %
100-4100-40-542100	MACHINERY & EQUIPMENT	-	59,289	85,000	69.75 %
100-4100-40-579000	CONTINGENCIES	-	-	40,000	- %
Operations & Capital		765,915	8,406,704	9,776,029	85.99 %
TOTAL PUBLIC WORKS		1,327,787	12,870,558	15,231,129	84.50 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	18,000	142,611	159,900	89.19 %
100-4900-10-511110	BONUSES	-	2,900	4,000	72.50 %
100-4900-10-512101	HEALTH INSURANCE	1,642	11,903	8,400	141.70 %
100-4900-10-512102	DISABILITY INSURANCE	62	706	1,000	70.57 %
100-4900-10-512103	DENTAL INSURANCE	60	466	400	116.41 %
100-4900-10-512104	LIFE INSURANCE	102	1,156	900	128.43 %
100-4900-10-512200	SOCIAL SECURITY	1,049	8,595	10,300	83.44 %
100-4900-10-512300	MEDICARE	245	2,010	2,400	83.75 %
100-4900-10-512401	401A RETIREMENT	2,138	15,628	19,200	81.39 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	891	6,512	8,000	81.39 %
100-4900-10-512600	UNEMPLOYMENT TAX	-	119	300	39.55 %
100-4900-10-512700	WORKERS' COMPENSATION	-	381	500	76.26 %
Salaries & Benefits		24,190	192,985	215,300	89.64 %
100-4900-10-521200	PROFESSIONAL SERVICES	5,467	60,980	90,000	67.76 %
100-4900-10-521300	TECHNICAL SERVICES	-	24,192	25,000	96.77 %
100-4900-10-523200	COMMUNICATIONS	106	1,254	1,000	125.42 %
100-4900-10-523700	EDUCATION/TRAINING	-	1,908	3,000	63.60 %
100-4900-10-531100	GENERAL SUPPLIES & MATLS	-	6,596	15,000	43.97 %
100-4900-10-531270	GASOLINE	54,588	747,050	900,000	83.01 %
100-4900-10-531750	UNIFORMS	-	1,289	2,500	51.58 %
100-4900-10-542100	MACHINERY & EQUIPMENT	1,943	7,111	10,000	71.11 %
Operations & Capital		62,105	850,380	1,046,500	81.26 %
TOTAL FLEET MANAGEMENT		86,295	1,043,364	1,261,800	82.69 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	115,838	900,278	1,079,700	83.38 %
100-6110-50-511110	BONUSES	-	28,200	30,000	94.00 %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	42,669	305,158	237,000	128.76 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	14,822	120,214	140,000	85.87 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	4,952	48,235	60,000	80.39 %
100-6110-50-512101	HEALTH INSURANCE	16,828	156,778	192,200	81.57 %
100-6110-50-512102	DISABILITY INSURANCE	395	4,332	6,800	63.71 %
100-6110-50-512103	DENTAL INSURANCE	515	5,212	7,400	70.44 %
100-6110-50-512104	LIFE INSURANCE	618	6,781	10,200	66.48 %
100-6110-50-512200	SOCIAL SECURITY	10,794	84,765	96,400	87.93 %
100-6110-50-512300	MEDICARE	2,524	19,824	22,600	87.72 %
100-6110-50-512401	401A RETIREMENT	13,855	106,601	129,600	82.25 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	5,578	43,121	54,000	79.85 %
100-6110-50-512600	UNEMPLOYMENT TAX	280	2,088	3,000	69.62 %
100-6110-50-512700	WORKERS' COMPENSATION	861	32,381	35,000	92.52 %
Salaries & Benefits		230,529	1,863,969	2,103,900	88.60 %
100-6110-50-521300	TECHNICAL SERVICES	-	18,382	40,600	45.28 %
100-6110-50-522100	CLEANING SERVICES	12,535	137,559	155,000	88.75 %
100-6110-50-522220	REP & MAINT-BUILDINGS	2,166	36,727	50,000	73.45 %
100-6110-50-522230	REP & MAINT-VEHICLES	1,937	19,577	10,000	195.77 %
100-6110-50-522240	REP & MAINT-PARKS	47,406	555,250	600,000	92.54 %
100-6110-50-523200	COMMUNICATIONS	1,125	12,824	17,000	75.43 %
100-6110-50-523300	ADVERTISING	3,643	12,082	25,000	48.33 %
100-6110-50-523500	TRAVEL	178	2,934	6,000	48.90 %
100-6110-50-523600	DUES & FEES	-	2,569	4,000	64.23 %
100-6110-50-523700	EDUCATION/TRAINING	220	4,225	8,000	52.81 %
100-6110-50-523900	CONTRACTUAL SERVICES	93,476	677,110	1,099,500	61.58 %
100-6110-50-523950	MERCHANT SVCS CHARGES	2,187	20,620	16,000	128.88 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	431	4,536	6,000	75.60 %
100-6110-50-531102	PROGRAM SUPPLIES	66,742	198,470	249,700	79.48 %
100-6110-50-531210	WATER	2,667	15,497	50,000	30.99 %
100-6110-50-531220	NATURAL GAS	1,064	14,766	13,500	109.38 %
100-6110-50-531230	ELECTRICITY	14,599	168,419	162,245	103.81 %
100-6110-50-531300	HOSPITALITY	-	905	2,500	36.18 %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	98	54,127	50,000	108.25 %
100-6110-50-531700	OTHER SUPPLIES	959	9,903	14,000	70.74 %
100-6110-50-531750	UNIFORMS	1,891	3,838	5,000	76.75 %
100-6110-50-541200	SITE IMPROVEMENTS	-	13,641	30,000	45.47 %
100-6110-50-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		253,323	1,983,962	2,664,045	74.47 %
TOTAL PARKS & RECREATION		483,852	3,847,931	4,767,945	80.70 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	446,821	3,444,834	3,930,100	87.65 %
100-7450-60-511110	BONUSES	-	83,500	70,000	119.29 %
100-7450-60-511200	PT/TEMP EMPLOYEES	3,160	27,950	48,500	57.63 %
100-7450-60-512101	HEALTH INSURANCE	59,516	588,718	633,500	92.93 %
100-7450-60-512102	DISABILITY INSURANCE	1,531	16,747	23,800	70.37 %
100-7450-60-512103	DENTAL INSURANCE	1,978	20,510	23,100	88.79 %
100-7450-60-512104	LIFE INSURANCE	2,388	26,068	32,100	81.21 %
100-7450-60-512200	SOCIAL SECURITY	27,090	213,607	252,500	84.60 %
100-7450-60-512300	MEDICARE	6,335	50,125	59,100	84.81 %
100-7450-60-512401	401A RETIREMENT	52,995	408,447	471,700	86.59 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	20,453	157,471	196,600	80.10 %
100-7450-60-512600	UNEMPLOYMENT TAX	14	2,349	3,000	78.29 %
100-7450-60-512700	WORKERS' COMPENSATION	-	29,639	35,000	84.68 %
Salaries & Benefits		622,281	5,069,965	5,779,000	87.73 %
100-7450-60-521300	TECHNICAL SERVICES	906	180,410	211,100	85.46 %
100-7450-60-522230	REP & MAINT-VEHICLES	65	32,558	15,000	217.06 %
100-7450-60-523200	COMMUNICATIONS	1,882	21,799	30,250	72.06 %
100-7450-60-523300	ADVERTISING	1,920	11,445	20,000	57.23 %
100-7450-60-523500	TRAVEL	1,638	21,204	27,100	78.24 %
100-7450-60-523600	DUES & FEES	339	8,698	9,000	96.64 %
100-7450-60-523700	EDUCATION/TRAINING	282	24,246	39,000	62.17 %
100-7450-60-523900	CONTRACTUAL SERVICES	10,140	134,842	150,000	89.89 %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	781	9,494	16,000	59.34 %
100-7450-60-531300	HOSPITALITY	437	6,952	14,500	47.94 %
100-7450-60-531600	SMALL TOOLS & EQUIPMENT	-	320	4,000	8.00 %
100-7450-60-531750	UNIFORMS	1,194	6,626	12,000	55.22 %
100-7450-60-542300	FURNITURE & FIXTURES	-	-	39,000	- %
100-7450-60-579000	CONTINGENCIES	-	-	25,000	- %
Operations & Capital		19,585	458,594	611,950	74.94 %
TOTAL COMMUNITY DEVELOPMENT		641,866	5,528,558	6,390,950	86.51 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ECONOMIC DEVELOPMENT EXPENDITURES					
100-7520-60-511100	SALARIES	7,367	24,042	126,700	18.98 %
100-7520-60-511110	BONUSES	-	-	5,000	- %
100-7520-60-512101	HEALTH INSURANCE	-	-	57,800	- %
100-7520-60-512102	DISABILITY INSURANCE	26	103	2,000	5.13 %
100-7520-60-512103	DENTAL INSURANCE	-	-	2,700	- %
100-7520-60-512104	LIFE INSURANCE	42	168	3,500	4.81 %
100-7520-60-512200	SOCIAL SECURITY	458	1,494	18,900	7.90 %
100-7520-60-512300	MEDICARE	107	349	4,500	7.76 %
100-7520-60-512401	401A RETIREMENT	589	589	35,800	1.65 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	246	246	14,900	1.65 %
100-7520-60-512600	UNEMPLOYMENT TAX	-	49	100	49.40 %
100-7520-60-512700	WORKERS' COMPENSATION	-	1,132	1,500	75.43 %
Salaries & Benefits		8,835	28,172	273,400	10.30 %
100-7520-60-521200	PROFESSIONAL SERVICES	14,250	135,375	171,000	79.17 %
100-7520-60-521205	PROF SVCS-OTHER	-	-	60,000	- %
100-7520-60-521300	TECHNICAL SERVICES	-	20,129	69,300	29.05 %
100-7520-60-523200	COMMUNICATIONS	128	623	1,200	51.89 %
100-7520-60-523300	ADVERTISING	4,050	9,050	36,300	24.93 %
100-7520-60-523500	TRAVEL	-	18	3,000	0.60 %
100-7520-60-523600	DUES & FEES	-	1,933	3,500	55.23 %
100-7520-60-523700	EDUCATION/TRAINING	-	500	6,700	7.46 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	-	195	1,000	19.48 %
100-7520-60-531300	HOSPITALITY	11	6,169	27,000	22.85 %
Operations & Capital		18,440	173,992	379,000	45.91 %
TOTAL ECONOMIC DEVELOPMENT		27,274	202,163	652,400	30.99 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	18,251	199,375	217,651	91.60 %
100-9000-90-582300	NOTE INTEREST EXPENSE	1,360	16,343	17,678	92.45 %
100-9000-90-611220	TRANSFER OUT TO TREE FUND	-	-	60,000	- %
100-9000-90-611240	TRANSFER TO GRANT FUND	139	3,028	2,889	104.80 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	1,924,700	21,546,700	23,471,400	91.80 %
100-9000-90-611352	TRANSFER OUT TO FLEET	147,500	1,622,500	1,770,000	91.67 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	13,376,133	13,376,133	100.00 %
100-9000-90-611561	XFER OUT TO STORMWATER	354,167	3,895,833	4,250,000	91.67 %
Operations & Capital		2,446,116	40,659,912	43,165,750	94.19 %
TOTAL TRANSFERS		2,446,116	40,659,912	43,165,750	94.19 %
TOTAL EXPENDITURES		\$13,018,832	\$135,709,366	\$155,316,944	87.38 %
GENERAL FUND - 100		(\$7,171,141)	(\$910,484)	(\$30,169,637)	3.02 %

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	-	(3,083)	5,000	(61.66%)
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	6,542	222,594	100,000	222.59 %
	TOTAL FINES & FORFEITURES	6,542	219,511	105,000	209.06 %
	TOTAL REVENUES	\$6,542	\$219,511	\$105,000	209.06 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	-	25,040	5,000	500.81 %
210-3210-30-523700	EDUCATION/TRAINING	-	12,000	15,000	80.00 %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	-	6,000	10,000	60.00 %
210-3210-30-531750	UNIFORMS	-	-	5,000	- %
210-3210-30-541200	SITE IMPROVEMENTS	4,250	4,250	-	- %
210-3210-30-542100	MACHINERY & EQUIPMENT	66,169	144,040	-	- %
	TOTAL POLICE	70,419	191,331	35,000	546.66 %
	TOTAL EXPENDITURES	\$70,419	\$191,331	\$35,000	546.66 %
CONFISCATED ASSET FUND - 210		(\$63,878)	\$28,180	\$70,000	40.26 %

**OPIOID SETTLEMENT PAYMENT FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
213-0000-30-351920	OPIOID SETTLEMENT PAYMENTS	4,751	20,899	150,000	13.93 %
	TOTAL FINES & FORFEITURES	4,751	20,899	150,000	13.93 %
	TOTAL REVENUES	\$4,751	\$20,899	\$150,000	13.93 %
OPIOID SETTLEMENT OPER EXPENSES EXPENDITURES					
213-3100-30-523400	PRINTING & BINDING	-	12	-	- %
213-3100-30-531160	EMS MEDICAL SUPPLIES	-	2,445	-	- %
213-3100-30-531300	HOSPITALITY	-	-	150,000	- %
	TOTAL OPIOID SETTLEMENT OPER EXPENS	-	2,457	150,000	1.64 %
	TOTAL EXPENDITURES	\$-	\$2,457	\$150,000	1.64 %
OPIOID SETTLEMENT PAYMENT FUND - 213		\$4,751	\$18,442	\$-	- %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
215-0000-30-342500	ALL REVENUE	291,904	2,777,121	3,500,000	79.35 %
	TOTAL CHARGES & FEES	291,904	2,777,121	3,500,000	79.35 %
	TOTAL REVENUES	\$291,904	\$2,777,121	\$3,500,000	79.35 %
EMERGENCY MANAGEMENT EXPENDITURES					
215-3810-30-572000	PAYMENTS TO OTHER AGENCIES	291,904	2,777,121	3,500,000	79.35 %
	TOTAL EMERGENCY MANAGEMENT	291,904	2,777,121	3,500,000	79.35 %
	TOTAL EXPENDITURES	\$291,904	\$2,777,121	\$3,500,000	79.35 %
E911 FUND - 215		\$-	\$-	\$-	- %

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	46,576	771,138	150,000	514.09 %
	TOTAL CHARGES & FEES	46,576	771,138	150,000	514.09 %
220-0000-90-391100	TRANSFER IN FROM GENERAL FUND	-	-	60,000	- %
	TOTAL OTHER FINANCING SOURCES	-	-	60,000	- %
	TOTAL REVENUES	\$46,576	\$771,138	\$210,000	367.21 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-511100	SALARIES	9,867	77,244	85,500	90.34 %
220-6240-00-511110	BONUSES	-	-	4,000	- %
220-6240-00-512101	HEALTH INSURANCE	686	6,603	6,803	97.05 %
220-6240-00-512102	DISABILITY INSURANCE	34	376	470	80.03 %
220-6240-00-512103	DENTAL INSURANCE	19	204	230	88.79 %
220-6240-00-512104	LIFE INSURANCE	56	616	650	94.79 %
220-6240-00-512200	SOCIAL SECURITY	598	4,678	5,301	88.24 %
220-6240-00-512300	MEDICARE	140	1,094	1,240	88.23 %
220-6240-00-512401	401A RETIREMENT	1,184	9,269	10,260	90.34 %
220-6240-00-512402	401A RETIREMENT-457 MATCH	493	3,186	4,275	74.52 %
220-6240-00-512600	UNEMPLOYMENT TAX	-	49	60	82.33 %
220-6240-00-512700	WORKERS' COMPENSATION	-	827	400	206.67 %
	TOTAL TREE FUND EXPENSE	13,078	104,146	119,189	87.38 %
TRANSFERS OUT EXPENDITURES					
220-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	-	817,244	- %
	TOTAL TRANSFERS OUT	-	-	817,244	- %
	TOTAL EXPENDITURES	\$13,078	\$104,146	\$936,433	11.12 %
TREE FUND - 220		\$33,497	\$666,992	(\$726,433)	(91.82%)

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	4,544	615,699	20,481	3,006.20 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	445	48,323	2,004	2,411.32 %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	1,667	81,787	7,515	1,088.31 %
	TOTAL CHARGES & FEES	6,655	745,809	30,000	2,486.03 %
	TOTAL REVENUES	\$6,655	\$745,809	\$30,000	2,486.03 %
IMPFFEE/COMMDEV ADMIN COSTS EXPENDITURES					
225-7450-60-521200	PROFESSIONAL SERVICES	-	4,800	10,000	48.00 %
	TOTAL IMPFFEE/COMMDEV ADMIN COSTS	-	4,800	10,000	48.00 %
TRANSFERS EXPENDITURES					
225-0000-90-611351 PARKS	TRANSFER TO CAPITAL PROJECTS	-	-	3,846,677	- %
225-0000-90-611351 TRANS	TRANSFER TO CAPITAL PROJECTS	-	-	1,222,769	- %
225-0000-90-611352 PUBSA	TRANSFER OUT TO FLEET	-	-	177,500	- %
	TOTAL TRANSFERS	-	-	5,246,946	- %
	TOTAL EXPENDITURES	\$-	\$4,800	\$5,256,946	0.09 %
IMPACT FEE FUND - 225		\$6,655	\$741,009	(\$5,226,946)	(14.18%)

**MULTIPLE GRANT FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
240-0000-90-391100 BVPG	TRANSFER IN FROM GENERAL FUND	-	2,889	2,889	100.00 %
240-0000-30-391100 BYR23	TRANSFER IN FROM GENERAL FUND	139	139	-	- %
	TOTAL OTHER FINANCING SOURCES	139	3,028	2,889	104.80 %
240-0000-40-331100 BVPG	FEDERAL MATCHING GRANTS	-	2,350	2,350	100.00 %
240-0000-30-331100 BYR23	FEDERAL MATCHING GRANTS	17,029	17,029	17,029	100.00 %
240-0000-30-331100 CVRGE	FEDERAL MATCHING GRANTS	-	(4,700)	151,581	(3.10%)
240-0000-30-331100 CVRGS	FEDERAL MATCHING GRANTS	-	158,434	290,799	54.48 %
	TOTAL OTHER REVENUES	17,029	173,113	461,759	37.49 %
	TOTAL REVENUES	\$17,168	\$176,140	\$464,647	37.91 %
POLICE EXPENDITURES					
240-3210-30-511100 CVRGS	SALARIES	13,326	120,540	201,234	59.90 %
240-3210-30-511300 CVRGS	OVERTIME	-	-	14,554	- %
240-3210-30-512101 CVRGS	HEALTH INSURANCE	2,280	25,711	21,689	118.54 %
240-3210-30-512104 CVRGS	LIFE INSURANCE	100	299	-	- %
240-3210-30-512200 CVRGS	SOCIAL SECURITY	790	7,145	13,379	53.40 %
240-3210-30-512300 CVRGS	MEDICARE	185	1,671	3,129	53.40 %
240-3210-30-512401 CVRGS	401A RETIREMENT	952	11,005	10,789	102.00 %
240-3210-30-512402 CVRGS	401A RETIREMENT-457 MATCH	397	3,385	25,895	13.07 %
240-3210-30-512600 CVRGS	UNEMPLOYMENT TAX	28	124	80	154.69 %
240-3210-30-512700 CVRGS	WORKERS' COMPENSATION	-	17	50	33.40 %
240-3210-30-521200 CVRGE	PROFESSIONAL SERVICES	-	-	2,500	- %
240-3210-30-521200 CVRGS	PROFESSIONAL SERVICES	-	532	-	- %
240-3210-30-521300 CVRGE	TECHNICAL SERVICES	-	42,967	136,501	31.48 %
240-3210-30-523200 CVRGE	COMMUNICATIONS	-	234	1,080	21.65 %
240-3210-30-531100 CVRGE	GENERAL SUPPLIES & MATLS	-	-	1,500	- %
240-3210-30-531600 BYR23	SMALL TOOLS & EQUIPMENT	-	4,497	4,358	103.18 %
240-3210-30-531700 BVPG	OTHER SUPPLIES	-	5,238	5,238	100.00 %
240-3210-30-531750 CVRGE	UNIFORMS	-	-	5,000	- %
240-3210-30-542100 BYR23	MACHINERY & EQUIPMENT	-	12,671	12,671	100.00 %
240-3210-30-579000 CVRGE	CONTINGENCIES	-	-	5,000	- %
	TOTAL POLICE	18,056	236,034	464,647	50.80 %
	TOTAL EXPENDITURES	\$18,056	\$236,034	\$464,647	50.80 %
MULTIPLE GRANT FUND - 240		(\$889)	(\$59,894)	\$-	- %

**CDBG FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	5,875	95,395	-	- %
	TOTAL INVESTMENT INCOME	5,875	95,395	-	- %
245-0000-60-331100 CDB23	FEDERAL MATCHING GRANTS	-	171,449	171,449	100.00 %
245-0000-60-331100 CDB24	FEDERAL MATCHING GRANTS	-	187,096	481,619	38.85 %
	TOTAL OTHER REVENUES	-	358,545	653,068	54.90 %
	TOTAL REVENUES	\$5,875	\$453,940	\$653,068	69.51 %
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400 AC182	INFRASTRUCTURE	90,516	798,721	1,774,679	45.01 %
245-7450-60-541400 AC183	INFRASTRUCTURE	-	16,459	310,000	5.31 %
245-7450-60-541400 AC184	INFRASTRUCTURE	7,922	90,811	665,000	13.66 %
245-7450-60-541400 ACT24	INFRASTRUCTURE	5,470	170,498	433,200	39.36 %
	TOTAL CDBG	103,908	1,076,489	3,182,879	33.82 %
CDBG FUND DEBT SERVICE EXPENDITURES					
245-8000-00-581300 ACT19	NOTE PRINCIPAL	-	287,000	287,000	100.00 %
245-8000-00-582300 ACT19	NOTE INTEREST EXPENSE	-	55,189	55,189	100.00 %
	TOTAL CDBG FUND DEBT SERVICE	-	342,189	342,189	100.00 %
	TOTAL EXPENDITURES	\$103,908	\$1,418,677	\$3,525,068	40.25 %
CDBG FUND - 245		(\$98,033)	(\$964,738)	(\$2,872,000)	33.59 %

**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	455,733	4,423,978	5,250,000	84.27 %
	TOTAL TAXES	455,733	4,423,978	5,250,000	84.27 %
	TOTAL REVENUES	\$455,733	\$4,423,978	\$5,250,000	84.27 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	130,157	1,263,488	1,499,400	84.27 %
275-9000-90-611555	TRANSFER OUT TO ARTS CENTER	179,103	1,738,623	2,063,250	84.27 %
275-9000-90-611850	TRANSFER TO HOSPITALITY	146,473	1,421,867	1,687,350	84.27 %
	TOTAL TRANSFERS	455,733	4,423,978	5,250,000	84.27 %
	TOTAL EXPENDITURES	\$455,733	\$4,423,978	\$5,250,000	84.27 %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	9,350	97,604	100,000	97.60 %
	TOTAL TAXES	9,350	97,604	100,000	97.60 %
	TOTAL REVENUES	\$9,350	\$97,604	\$100,000	97.60 %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	9,350	97,604	100,000	97.60 %
	TOTAL RMVET EXPENDITURES	9,350	97,604	100,000	97.60 %
	TOTAL EXPENDITURES	\$9,350	\$97,604	\$100,000	97.60 %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	MAY MTD ACTUAL	2025 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		-	-	95,343,840	95,343,840	-
PCID PASSTHROUGH GRANT	TS192	-	285,257	990,136	6,580,553	5,590,417
INTEREST REVENUE		-	-	247,459	247,459	-
		\$-	\$285,257	\$96,581,434	\$102,171,851	\$5,590,417
TRANSPORTATION						
TIER 1 - UNCOMMITTED	TS100	-	-	-	5,303	5,303
TEI-Spalding@Dalrymple/Trowbridge	TS103	-	-	2,422,873	2,422,873	-
TEI-Roswell@GrogansFerry	TS105	-	-	4,717,004	4,717,004	-
TEI-Riverview@Northside	TS106	-	(268,406)	3,975,131	4,402,748	427,617
TEI-SCOOT Upgrade	TS107	-	-	1,484,961	1,484,961	-
TEI-Roswell@Dalrymple	TS108	-	986,926	2,400,529	2,840,000	439,471
TEI-Spalding@Pitts	TS111	-	1,475,464	4,306,596	4,468,179	161,583
TEI-MountVernon@LongIsland	TS115	-	-	91,937	91,937	-
LMC-PeachtreeDun Bike/Ped Trail	TS131	12,179	144,358	463,028	6,100,000	5,636,972
LMC-Central Parkway Sidewalk	TS136	-	-	15,899	15,899	-
LMC-JohnsonFerry:Glenridge/WellsFar	TS137	-	-	472,581	472,581	-
SWP-JohnsonFerry:Harleston/Glenridg	TS161	-	-	415,275	415,275	-
SWP-Windsor:PeachtreeDun/CityLimit	TS164	-	-	1,204,969	1,204,969	-
SWP-Northwood:Kingsport/Roswell	TS165	-	-	268,968	268,968	-
SWP-Spalding:SpaldingLake/Publix	TS166	-	-	1,882,608	1,882,608	-
SWP-BrandonMill:MarshCr/LostForest	TS167	-	-	1,375,419	1,375,419	-
SWP-Dalrymple:Princeton/Duncourtney	TS168	-	-	630,324	630,324	-
SWP-DunwoodyClub:Spalding/Fenimore	TS169	-	-	1,036,283	1,036,283	-
SWP-InterstateN:CityLimit/Northside	TS170	-	-	2,585,982	2,585,982	-
SWP-Roberts:Northridge/DavisAcademy	TS171	-	-	446,377	446,377	-
SWP-BrandonMill:LostForest/BrandonR	TS172	-	-	474,840	474,840	-
JohnsonFerry/MountVernon Efficiency	TS191	597,702	5,557,194	26,116,668	27,300,000	1,183,332
MountVernon Multiuse Path	TS192	329,620	3,116,785	17,610,559	18,075,160	464,601
Hammond Phase 1 (ROW/Design)	TS193	-	-	12,504,162	12,504,162	-
T-SPLOST Admin Costs	TS999	-	-	6,925,480	6,950,000	24,520
		\$939,502	\$11,012,321	\$93,828,453	\$102,171,851	\$8,343,398
TSPLOST-2016 FUND - 335		(\$939,502)	(\$10,727,064)	\$2,752,981	\$-	(\$2,752,981)

PROJECT DESCRIPTION	PROJ #	MAY MTD ACTUAL	2025 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		2,054,441	20,127,594	74,134,243	114,680,913	40,546,670
FEDERAL MATCHING GRANTS	S2121	-	243,701	243,701	18,554,757	18,311,056
PCID PASSTHROUGH GRANT	S2222	-	49,287	101,187	4,675,000	4,573,813
CITY OF ATLANTA	S2121	-	-	-	393,030	393,030
		\$2,054,441	\$20,420,582	\$74,479,130	\$138,303,700	\$63,824,569
INFRASTRUCTURE						
TIER 1 - UNCOMMITTED	S2100	-	-	-	2,711,153	2,711,153
OSI-Fiber:RingA	S2101	-	68,075	719,150	1,500,000	780,850
OSI-Fiber:FireStation#3	S2102	-	25,427	145,805	650,000	504,195
OSI-JohnsonFerry@PtreeDunwoody	S2103	-	8,948	59,555	4,650,000	4,590,445
OSI-Roswell Road North Boulevard	S2105	170,671	720,096	1,151,943	9,760,000	8,608,057
PMP-SR 400 Multi-Use Trail	S2121	558,480	2,954,297	21,925,304	21,987,787	62,482
PMP-Glenridge:Hammond/Wellington	S2122	-	109,525	489,166	3,875,000	3,385,834
PMP-Design for Tier 2 Sidepaths	S2123	-	38,237	244,262	930,000	685,738
BRI-Mt Vernon Bridge Enhancement	S2131	-	-	3,203,000	3,203,000	-
BRI-Riverside over Chatt Trib	S2132	35,368	44,506	704,569	2,400,000	1,695,431
PSW-Windsor Gaps	S2161	-	69,615	252,834	925,000	672,166
PSW-Northland:Landmark/Northland	S2163	-	134,416	176,156	195,000	18,844
PSW-Evergreen:Greenwood/PtreeDunwoo	S2164	-	14,100	65,560	355,000	289,440
PSW-Riverside:I285/MtVernon	S2165	825	50,098	193,985	885,000	691,015
PSW-MtVernon:GlenErrol/500	S2167	-	-	169,046	169,046	-
PSW-Hilderbrand:Gym/Roswell	S2168	14,011	176,111	468,062	520,000	51,938
PSW-MtVernon:DeClaire/LongIsland	S2170	-	240	139,602	215,000	75,399
PSW-Glenridge:Canopy/GlenridgeClose	S2172	-	-	80,320	225,000	144,680
PSW-Trowbridge:SpaldingTrail/Trowbr	S2175	-	-	50,985	50,985	-
PSW-PowersFerry:NewNorthside/6201	S2177	-	200,948	278,960	385,000	106,040
PSW-Spalding:NesbittFerry/SpaldingL	S2179	-	277,629	324,949	550,000	225,051
PSW-JettFerry:JettFerryCt/Spalding	S2184	1,629	36,875	133,693	700,000	566,307
PSW-LakeForest Sidewalk	S2185	59,955	122,299	511,931	2,140,000	1,628,069
PSW-MtParan&PowersFerry:Rebel/Carol	S2186	-	59,628	277,495	2,400,000	2,122,505
PSW-BrandonMill:LostForest/BrandonR	S2187	95,871	577,273	1,584,852	1,890,000	305,148
PSW-Gap Fill Sidewalks	S2188	-	(1,988)	279,897	500,000	220,103
PSW-UNASSIGNED	S2189	-	-	-	244,969	244,969
CRL-Hammond Drive Widening	S2193	7,080	1,618,974	6,904,412	35,000,000	28,095,588
TIER 1 - TSPLOST STAFF	S2199	168,610	1,281,478	1,281,478	7,720,000	6,438,522
PXX-Roberts Sidepath	S2221	-	-	-	9,855,000	9,855,000
PXX-JohnsonFerry Sidepath	S2222	-	-	-	5,257,380	5,257,380
TIER 2 - TSPLOST STAFF	S2299	-	-	-	1,496,000	1,496,000
PXX-PowersFerry Sidepath	S2321	-	-	-	4,462,542	4,462,542
MSE-Roadway Maintenance/Paving	S2341	-	-	-	9,000,000	9,000,000
TIER 3 - TSPLOST STAFF	S2399	-	-	-	1,495,838	1,495,838
		\$1,112,499	\$8,586,805	\$41,816,972	\$138,303,700	\$96,486,728
TSPLOST-2021 FUND - 336		\$941,941	\$11,833,776	\$32,662,159	\$-	(\$32,662,159)

PROJECT DESCRIPTION	PROJ #	MAY MTD ACTUAL	2025 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
CAPITAL CONTINGENCY	C9999	-	-	-	3,355,507	3,355,507
		\$-	\$-	\$-	\$3,355,507	\$3,355,507
FACILITIES						
BACK-UP E911 CALL CENTER	F0007	-	-	234,927	350,000	115,073
HERITAGE/GA COMM ON THE HOLOCAUST	F0008	-	48,058	145,510	145,510	-
WAYFINDING SIGNAGE	F2101	-	74,880	903,512	1,500,000	596,488
CISTERN IMPROVEMENTS	F2102	1,500	28,402	723,060	2,055,000	1,331,940
VETERANS PARK	F2104	-	127,816	6,892,641	6,892,641	-
FACILITIES MAINTENANCE	F2205	33,384	420,142	1,668,719	2,878,576	1,209,858
ABERNATHY SITE IMP	F2206	-	194,534	464,334	1,250,000	785,666
CITY SPRINGS - ARTIFICIAL TURF	F2302	-	102,032	632,013	632,013	-
HERITAGE LAWN STREAM BUFFER	F2401	-	-	-	250,000	250,000
POLICE SHOOTING RANGE/SIM HOUSE	F2501	39,308	88,443	98,270	100,000	1,730
FIRE STATION #1 SCOPING	F2502	-	56,050	56,050	56,050	-
OLD POLICE HQ CLOSE	F2503	459	1,871	11,671	114,334	102,662
WILLIAMS PAYNE HOUSE	F2505	-	-	-	175,000	175,000
FIREFIGHTER TURN OUT GEAR	FD100	7,259	173,216	216,649	227,083	10,434
FIRE EQUIPMENT REPLACEMENT	FD200	4,799	108,686	108,686	112,526	3,840
		\$86,709	\$1,424,131	\$12,156,043	\$16,738,733	\$4,582,690
CITY CENTER						
CITY SPRGS DIST IMPR (DEMO & INFRA)	CC001	4,650	(5,055)	35,835,729	39,055,213	3,219,484
UTILITIES RELOCATION	CC006	-	-	6,819,122	7,174,555	355,433
		\$4,650	(\$5,055)	\$42,654,851	\$46,229,768	\$3,574,917
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	-	31,700	382,535	412,513	29,978
VETERANS PARK ARTWORK	A0003	-	378,394	585,894	585,894	-
		\$-	\$410,094	\$968,429	\$998,407	\$29,978

PROJECT DESCRIPTION	PROJ #	MAY MTD ACTUAL	2025 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	27,709	501,316	2,309,268	8,698,326	6,389,057
CHATTAHOOCHEE RIVER BRIDGE	T0035	-	-	143,566	860,000	716,434
CITY CENTER TRANSPORTATION NETWORK	T0058	17,016	410,611	4,957,030	7,225,000	2,267,970
PATH-400 PRE-CONSTR AND UNASSIGNED	T0060	33,700	109,172	3,389,939	3,529,877	139,938
PEACHTREE-DUNWOODY@WINDSOR	T0069	75,159	134,375	1,217,538	1,400,000	182,462
WATER RELIABILITY PROGRAM	T2000	225	42,577	873,779	1,000,000	126,221
PCID - PTD/LAKE HEARN MULTIMODAL	T2208	51,360	353,694	914,061	4,802,481	3,888,420
BRT JOINT FEASIBILITY STUDY	T2210	-	-	-	50,000	50,000
NEIGHBORHOOD LIGHTING PROGRAM	T2213	-	4,098	10,871	105,436	94,564
PCID - GLENRIDGE CONN@JOHNSON FERRY	T2302	-	-	-	80,000	80,000
PCID -HAMMOND @ GA400 TURN LANE	T2303	-	-	-	600,000	600,000
ATMS-5	T2304	-	-	-	300,000	300,000
HIGH POINT ROAD PED XING	T2305	-	171,844	250,083	330,000	79,917
ROSWELL@LAKE PLACID	T2308	27,545	28,295	428,443	575,000	146,557
PEACHTREE-DUNWOODY MULTIMODAL STUDY	T2401	-	177,341	251,994	251,994	-
INTERNALLY ILLUMINATED STREET SIGNS	T2402	-	-	119,348	425,000	305,652
LI@MTVERNON INTERSECTION IMPROVMENT	T2403	-	87,907	183,209	800,000	616,791
MORGAN FALLS PED LIGHTING	T2404	460	704,670	705,690	816,000	110,310
LF@ALLEN INTERSECTION IMPROVEMENT	T2405	-	115,419	276,491	1,200,000	923,509
SAFE STREETS FOR ALL (SS4A)	T2406	-	238,029	400,682	450,000	49,318
ROSWELL RD SAFETY PROJECT	T2501	-	-	-	198,400	198,400
SS FINAL INSPECT TRANSFORM 285/400	T2502	-	-	45,532	250,000	204,468
TRANSPORTATION MASTER PLAN UPDATE	T2503	-	-	-	200,000	200,000
TMC VIDEO WALL REPLACEMENT	T2504	49,084	297,412	297,412	300,000	2,588
LAKE FORREST EMERGENCY REPAIR	T2505	-	38,793	42,611	200,000	157,389
PATH-400 SEGMENT 2 CONSTRUCTION	T2506	-	-	-	23,750,000	23,750,000
PAVEMENT MANAGEMENT PROGRAM	T3000	-	1,391,257	74,346,820	82,906,448	8,559,627
CITY BEAUTIFICATION PROGRAM	T4000	20,221	49,010	617,242	1,237,572	620,330
SIDEWALK PROGRAM	T6000	-	3,950	10,381,569	11,380,500	998,931
INTERSECTIONS & OPERATIONAL	T7000	9,615	304,237	8,339,276	9,647,787	1,308,510
GUARDRAIL REPLACEMENT PROGRAM	T7500	-	14,438	826,188	1,684,150	857,962
LAKE FORREST DAM MAINTENANCE	T9000	206	17,316	1,806,256	3,554,882	1,748,626
BRIDGE & DAM MAINTENANCE	T9100	12,469	65,970	2,508,776	3,020,000	511,224
TRAFFIC MANAGEMENT PROGRAM	T9500	34,071	640,103	8,878,802	9,454,238	575,436
TMC FIBER PROGRAM	T9510	-	76,559	91,263	1,150,000	1,058,737
PUBLIC SAFETY BUILDING FIBER	T9520	-	91,975	384,191	500,000	115,809
TRAFFIC CALMING	T9600	-	-	362,211	592,201	229,990
		\$358,839	\$6,070,367	\$125,360,143	\$183,525,291	\$58,165,148

PROJECT DESCRIPTION	PROJ #	MAY MTD ACTUAL	2025 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
PARKS						
ABERNATHY GREENWAY	P0002	-	171,120	10,915,420	14,568,725	3,653,305
HAMMOND PARK IMPROVEMENTS	P0007	-	-	4,892,739	5,028,981	136,243
MORGAN FALLS ATHLETIC FIELDS	P0010	-	76,206	5,651,445	5,770,239	118,794
MORGAN FALLS DOG PARK	P0011	1,631	301,312	420,116	938,600	518,484
RIDGEVIEW	P0016	3,000	21,900	153,024	517,024	364,000
OLD RIVERSIDE DRIVE PARK	P0019	1,955	153,701	2,274,009	8,088,439	5,814,430
CROOKED CREEK PARK	P0020	-	107,458	571,301	571,301	-
CITY TRAIL DESIGN AND UNASSIGNED	P0028	500	24,860	528,306	3,750,000	3,221,694
TRAIL SEGMENT 2A CONST	P2201	539,387	1,991,811	8,622,766	9,030,000	407,234
TRAIL ROW ACQUISITION	P2202	-	-	28,720	500,000	471,280
NANCY CREEK STREAM RESTORATION	P2205	-	22,742	776,142	776,142	-
TREE FUND INVASIVE SPECIES REMOVAL	P2207	-	45,938	160,330	166,495	6,165
TREE FUND TREES ATLANTA PARTNERSHIP	P2208	-	17,100	217,800	282,450	64,650
TREE FUND CAPITAL PROJECTS	P2209	4,490	304,082	725,431	729,000	3,569
TREE FUND SURVEYS	P2210	-	11,500	45,500	69,000	23,500
TREE FUND MAINTENANCE	P2211	3,478	260,734	613,155	617,000	3,846
HAMMOND PARK FACILITY MASTER PLAN	P2214	-	-	60,000	100,000	40,000
MORGAN FALLS ATHLETIC IMP	P2216	3,155	222,872	2,167,489	3,430,000	1,262,511
TREE FUND EDUCATION	P2301	-	18,317	32,546	60,000	27,454
TREE FUND PILOT PROJECTS	P2302	-	30,390	89,517	89,517	-
FLOOD MITIGATION/RESILIENCE PLAN	P2401	-	55,658	55,658	55,658	-
RACQUET CENTER - LARGE UPGRADES	P2402	-	57,000	57,000	250,000	193,000
RACQUET CENTER - SMALL IMPROVEMENTS	P2403	-	18,505	18,505	48,000	29,495
Trail Segment 2E Construction	P2404	-	-	-	10,000	10,000
TRAIL SEGMENT 2C P&E AND CONSTRUCT	P2501	-	-	-	303,000	303,000
POLICE AMMUNITION	PD235	-	22,397	499,053	574,530	75,477
RTCC VIDEO WALL	PD241	-	776,771	776,771	776,771	-
		\$557,596	\$4,712,372	\$40,352,742	\$57,100,872	\$16,748,130
C CD231						
CITYWIDE DESIGN GUIDELINES	CD231	110	114,585	281,898	300,000	18,102
		\$110	\$114,585	\$281,898	\$300,000	\$18,102
C CD233						
Zoning Code Review	CD233	-	-	58,490	100,000	41,510
		\$-	\$-	\$58,490	\$100,000	\$41,510
C CD251						
PERIMETER SMALL AREA PLAN	CD251	5,520	33,299	200,000	200,000	-
		\$5,520	\$33,299	\$200,000	\$200,000	\$-
I IT100						
NETWORK HARDWARE REPLACEMENT PROG	IT100	(1,235)	355,272	513,889	711,012	197,123
		(\$1,235)	\$355,272	\$513,889	\$711,012	\$197,123
I IT200						
WORKSTATION REPLACE/UPGRADE PROG	IT200	4,952	689,834	874,934	1,030,000	155,066
		\$4,952	\$689,834	\$874,934	\$1,030,000	\$155,066
I IT241						
PARCEL CORRECTIONS	IT241	-	21,748	119,104	119,104	-
		\$-	\$21,748	\$119,104	\$119,104	\$-
CAPITAL PROJECTS FUND - 351		\$1,017,141	\$13,826,646	\$223,540,523	\$310,408,694	\$86,868,171

**FLEET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
352-0000-90-391100	TRANSFER IN FROM GENERAL FUND	147,500	11,014,223	11,161,723	98.68 %
352-0000-90-391225 FL233	TRANSFER IN FROM IMPACT FEE	-	82,500	260,000	31.73 %
352-0000-90-393500 FL205	PROCEEDS FROM CAPITAL LEASE	-	1,102,700	1,102,700	100.00 %
	TOTAL OTHER FINANCING SOURCES	147,500	12,199,423	12,524,423	97.41 %
	TOTAL REVENUES	\$147,500	\$12,199,423	\$12,524,423	97.41 %
POLICE CAPITAL EXPENDITURE EXPENDITURES					
352-3210-30-542200 FL100	MOTOR VEHICLES	11,839	1,059,282	1,250,000	84.74 %
352-3210-30-542200 FL234	MOTOR VEHICLES	-	61,405	61,405	100.00 %
352-3210-30-542200 FL235	MOTOR VEHICLES	-	3,016,351	3,016,351	100.00 %
	TOTAL POLICE CAPITAL EXPENDITURE	11,839	4,137,038	4,327,756	95.59 %
FIRE CAPITAL EXPENDITURE EXPENDITURES					
352-3510-30-542200 FL200	MOTOR VEHICLES	-	51,798	200,000	25.90 %
352-3510-30-542200 FL205	MOTOR VEHICLES	-	-	1,102,700	- %
352-3510-30-542200 FL232	MOTOR VEHICLES	-	338,307	338,307	100.00 %
352-3510-30-542200 FL233	MOTOR VEHICLES	-	2,161,488	2,859,680	75.58 %
	TOTAL FIRE CAPITAL EXPENDITURE	-	2,551,593	4,500,687	56.69 %
PUBWKS CAPITAL EXPENDITURE EXPENDITURES					
352-4100-40-542200 FL236	MOTOR VEHICLES	-	176,750	197,227	89.62 %
	TOTAL PUBWKS CAPITAL EXPENDITURE	-	176,750	197,227	89.62 %
FLEET CAPITAL EXPENDITURE EXPENDITURES					
352-4900-40-542200 FL242	MOTOR VEHICLES	-	-	100,000	- %
	TOTAL FLEET CAPITAL EXPENDITURE	-	-	100,000	- %
PARKS CAPITAL EXPENDITURE EXPENDITURES					
352-6110-50-542200 FL241	MOTOR VEHICLES	-	90,588	94,000	96.37 %
	TOTAL PARKS CAPITAL EXPENDITURE	-	90,588	94,000	96.37 %
COMM DEV CAPITAL EXPENDITURE EXPENDITURES					
352-7450-60-542200 FL231	MOTOR VEHICLES	-	137,953	197,043	70.01 %
	TOTAL COMM DEV CAPITAL EXPENDITUR	-	137,953	197,043	70.01 %
TRANSFERS OUT EXPENDITURES					
352-9000-90-579000 FL999	CONTINGENCIES	-	-	2,943,529	- %
352-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	164,180	164,180	100.00 %
	TOTAL TRANSFERS OUT	-	164,180	3,107,709	5.28 %
	TOTAL EXPENDITURES	\$11,839	\$7,258,103	\$12,524,423	57.95 %
FLEET FUND - 352		\$135,661	\$4,941,320	\$-	- %

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	-	750,463	750,463	100.00 %
360-0000-10-362000	REALIZED GAIN/LOSS	-	(24,684)	(24,684)	100.00 %
360-0000-10-371000	OTHER CONTRIBUTIONS	-	323,369	323,369	100.00 %
360-0000-10-391100	TRANSFER IN FROM GENERAL FUND	-	43,530,613	43,530,613	100.00 %
360-0000-10-391230	TRANSFER IN FROM STATE GRANTS	-	13,868,305	13,868,305	100.00 %
360-0000-10-391351	TRANSFER IN FROM CAPITAL PROJ	-	26,698,031	26,698,031	100.00 %
360-0000-10-391356	TRANSFER IN FROM IMPACT FEES	-	300,000	300,000	100.00 %
360-0000-10-392100	SALE OF ASSETS	-	9,283,250	9,283,250	100.00 %
360-0000-10-393100	REVENUE BOND PROCEEDS	-	386,340,000	386,340,000	100.00 %
360-0000-10-393400	PREMIUM ON BOND ISSUED	-	5,509,473	5,509,473	100.00 %
TOTAL PUBLIC FACILITIES AUTH REVENUE		-	486,578,819	486,578,819	100.00 %
360-9000-90-381100	CONTINGENT PAYMENT	-	1,519,120	1,519,120	100.00 %
360-9000-90-391100	TRANSFER IN FROM GENERAL FUND	-	95,936,473	95,936,473	100.00 %
360-9000-90-393100	REVENUE BOND PROCEEDS	-	8,299,542	8,299,542	100.00 %
TOTAL PFA OTHER FINANCING USES		-	105,755,135	105,755,135	100.00 %
TOTAL REVENUES		\$-	\$592,333,955	\$592,333,955	100.00 %
PUBLIC FACILITIES AUTHORITY EXPENDITURES					
360-1565-00-541300 PF008	BUILDINGS	-	-	4,400,000	- %
TOTAL PUBLIC FACILITIES AUTHORITY		-	-	4,400,000	- %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541100 PF002	SITES	-	11,150,892	11,150,892	100.00 %
360-3100-00-541300 PF002	BUILDINGS	50	42,986,514	44,051,470	97.58 %
360-3100-00-541300 PF006	BUILDINGS	-	4,248,753	4,248,753	100.00 %
360-3100-00-541300 PF007	BUILDINGS	-	-	750,000	- %
360-3100-00-541300 PF009	BUILDINGS	-	608,566	627,038	97.05 %
360-3100-00-542300 PF002	FURNITURE & FIXTURES	863,628	1,989,662	2,438,520	81.59 %
360-3100-00-542300 PF006	FURNITURE & FIXTURES	-	60,643	60,643	100.00 %
TOTAL PUBLIC FACILITIES - PUB SAF		863,678	61,045,031	63,327,316	96.40 %
PUBLIC FACILITIES - FIRE EXPENDITURES					
360-3510-00-541300 PF003	BUILDINGS	-	8,938,231	8,938,231	100.00 %
360-3510-00-541300 PF004	BUILDINGS	-	9,805,676	9,805,676	100.00 %
TOTAL PUBLIC FACILITIES - FIRE		-	18,743,906	18,743,906	100.00 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	-	19,296,211	19,296,211	100.00 %
360-6220-00-541400	INFRASTRUCTURE	-	195,517,829	195,517,829	100.00 %
360-6220-00-541405	INFRASTRUCTURE - OTHER	-	648,025	648,025	100.00 %
360-6220-00-541410	INFRASTRUCTURE - SPECIAL	-	10,696,253	10,696,253	100.00 %
TOTAL PUBLIC FACILITIES AUTH CONSTR		-	226,158,318	226,158,318	100.00 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	-	44,810,000	44,810,000	100.00 %
360-8000-00-582100	INTEREST EXPENSE	-	56,944,320	56,944,320	100.00 %
360-8000-00-584000	COSTS OF ISSUANCE	-	3,412,917	3,412,917	100.00 %
360-8000-00-584100	REFUNDING ESCROW	-	162,949,891	162,949,891	100.00 %
TOTAL PUBLIC FACILITIES AUTH DEBT		-	268,117,128	268,117,128	100.00 %
PFA OTHER FINANCING USES EXPENDITURES					
360-9000-90-611100	TRANSFER TO GENERAL FUND	-	11,587,286	11,587,286	100.00 %
TOTAL PFA OTHER FINANCING USES		-	11,587,286	11,587,286	100.00 %
TOTAL EXPENDITURES		\$863,678	\$585,651,669	\$592,333,955	98.87 %
PUBLIC FACILITIES AUTHORITY - 360		(\$863,678)	\$6,682,285	\$-	- %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
555-0000-55-347500	PRG FEES	-	50,000	50,000	100.00 %
555-0000-55-347600	MEMBERSHIPS	2,500	50,167	50,000	100.33 %
555-0000-57-347900	TIX REV - PROGRAMMING	111,068	1,815,694	2,545,000	71.34 %
555-0000-57-347905	TIX FEE - TICKET HANDLING FEES	11,214	218,071	175,000	124.61 %
555-0000-57-347906	TIX FEE - FACILITIES FEES	36	191,232	250,000	76.49 %
555-0000-56-347910	FACILITY RENTALS	27,852	208,835	225,000	92.82 %
555-0000-52-347910 BYERS	FACILITY RENTALS	-	172,679	200,000	86.34 %
555-0000-52-347910 PARTN	FACILITY RENTALS	40,275	342,385	315,000	108.69 %
555-0000-52-347910 STUDI	FACILITY RENTALS	12,970	164,870	75,000	219.83 %
555-6196-56-347920	F&B REVENUE	137,568	2,047,569	1,808,000	113.25 %
	TOTAL CHARGES & FEES	343,483	5,261,502	5,693,000	92.42 %
555-0000-56-371000	OTHER CONTRIBUTIONS	3,440	45,805	63,500	72.13 %
555-0000-90-389900	MISCELLANEOUS INCOME	1,041	26,067	9,500	274.39 %
	TOTAL MISCELLANEOUS	4,481	71,872	73,000	98.45 %
555-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	179,103	1,738,623	2,063,250	84.27 %
	TOTAL OTHER FINANCING SOURCES	179,103	1,738,623	2,063,250	84.27 %
555-0000-59-336000	SPONSORSHIPS	-	-	60,000	- %
	TOTAL OTHER REVENUES	-	-	60,000	- %
	TOTAL REVENUES	\$527,067	\$7,071,998	\$7,889,250	89.64 %
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	259,614	1,954,150	2,336,100	83.65 %
555-6191-51-511110	BONUSES	-	48,800	40,000	122.00 %
555-6191-51-511200	PT/TEMP EMPLOYEES	27,168	189,666	128,031	148.14 %
555-6191-51-512101	HEALTH INSURANCE	27,598	265,402	313,700	84.60 %
555-6191-51-512102	DISABILITY INSURANCE	840	9,353	13,900	67.29 %
555-6191-51-512103	DENTAL INSURANCE	1,154	12,532	15,900	78.82 %
555-6191-51-512104	LIFE INSURANCE	1,314	14,827	19,300	76.83 %
555-6191-51-512200	SOCIAL SECURITY	17,374	134,066	160,800	83.37 %
555-6191-51-512300	MEDICARE	4,063	31,406	37,600	83.53 %
555-6191-51-512401	401A RETIREMENT	29,252	208,974	280,400	74.53 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	11,001	74,476	116,900	63.71 %
555-6191-51-512600	UNEMPLOYMENT TAX	168	2,459	5,000	49.18 %
555-6191-51-512700	WORKERS' COMPENSATION	-	4,368	5,000	87.37 %
555-6191-51-521300	TECHNICAL SERVICES	6,580	117,175	139,652	83.91 %
555-6191-51-522100	CLEANING SERVICES	41	517	10,000	5.17 %
555-6191-51-523200	COMMUNICATIONS	2,115	23,459	29,100	80.62 %
555-6191-51-523300	ADVERTISING	2,674	42,611	50,000	85.22 %
555-6191-51-523350	PROMOTIONS	-	2,706	15,000	18.04 %
555-6191-51-523400	PRINTING & BINDING	-	-	5,500	- %
555-6191-51-523500	TRAVEL	-	3,994	4,750	84.08 %
555-6191-51-523600	DUES & FEES	1,258	7,904	4,110	192.32 %
555-6191-51-523700	EDUCATION/TRAINING	-	4,093	10,200	40.13 %
555-6191-51-523800	LICENSES	290	14,103	8,900	158.46 %
555-6191-51-523900	CONTRACTUAL SERVICES	-	219	6,000	3.64 %
555-6191-51-523905	WEBSITE ENHANCEMENTS	650	17,600	15,000	117.33 %
555-6191-51-523950	MERCHANT SVCS CHARGES	5,432	107,442	80,000	134.30 %
555-6191-51-531100	GENERAL SUPPLIES & MATLS	896	12,015	6,200	193.78 %
555-6191-51-531300	HOSPITALITY	-	2,340	5,000	46.80 %
555-6191-51-531750	UNIFORMS	2,885	33,582	46,000	73.00 %
555-6191-51-542100	MACHINERY & EQUIPMENT	-	206,901	218,000	94.91 %
555-6191-51-542300	FURNITURE & FIXTURES	-	13,906	15,000	92.71 %
555-6191-51-579000	CONTINGENCIES	-	-	40,000	- %
	TOTAL ARTS CENTER - ADMINISTRATION	402,367	3,561,047	4,181,043	85.17 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - THEATRE EXPENDITURES					
555-6192-52-521200	PROFESSIONAL SERVICES	7,292	95,866	107,500	89.18 %
555-6192-52-522100	CLEANING SERVICES THEATRE	9,750	83,260	110,000	75.69 %
555-6192-52-522220	REP & MAINT-BUILDINGS	631	30,594	103,000	29.70 %
555-6192-52-522330	OTHER RENTALS	-	5,083	24,194	21.01 %
555-6192-52-523300	ADVERTISING	7,327	117,702	175,375	67.11 %
555-6192-52-523850	ARTIST FEES - RENTALS	-	1,081,743	720,000	150.24 %
555-6192-52-523853	ARTIST FEES - CITY-PRODUCED	-	1,820	480,000	0.38 %
555-6192-52-523900	CONTRACTUAL SERVICES	46,861	499,720	275,000	181.72 %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	-	2,132	20,000	10.66 %
555-6192-52-531300	HOSPITALITY	41	6,920	30,000	23.07 %
555-6192-52-531500	COSTS OF GOODS SOLD	40,220	496,480	300,000	165.49 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	5,314	68,863	82,000	83.98 %
555-6192-52-531700	OTHER SUPPLIES	-	-	2,000	- %
TOTAL ARTS CENTER - THEATRE		117,436	2,490,184	2,429,069	102.52 %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - CONFERENCE CTR EXPENDITURES					
555-6193-53-521300	TECHNICAL SERVICES	-	6,732	30,000	22.44 %
555-6193-53-522100	CLEANING SERVICES	570	14,033	10,000	140.33 %
555-6193-53-522220	REP & MAINT-BUILDINGS	-	2,766	20,000	13.83 %
555-6193-53-523500	TRAVEL	-	-	2,000	- %
555-6193-53-523600	DUES & FEES	-	300	1,000	30.00 %
555-6193-53-523700	EDUCATION/TRAINING	-	31	800	3.88 %
555-6193-53-523900	CONTRACTUAL SERVICES	12,412	248,691	260,000	95.65 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	2,986	86,814	75,000	115.75 %
555-6193-53-531500	COSTS OF GOODS SOLD	16,282	169,053	150,000	112.70 %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	8,679	30,866	35,000	88.19 %
555-6193-53-531700	OTHER SUPPLIES	-	348	8,000	4.35 %
TOTAL ARTS CENTER - CONFERENCE CTR		40,929	559,633	591,800	94.56 %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025



GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - EDUCATION PROGRM EXPENDITURES					
555-6194-54-521200	PROFESSIONAL SERVICES	-	-	37,500	- %
555-6194-54-531300	HOSPITALITY	-	-	5,300	- %
555-6194-54-531700	OTHER SUPPLIES	-	-	600	- %
TOTAL ARTS CENTER - EDUCATION PROGR		-	-	43,400	- %

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
SIGNATURE EVENTS EXPENDITURES					
555-6195-55-521300	TECHNICAL SERVICES	-	1,498	1,000	149.76 %
555-6195-55-522100	CLEANING SERVICES	2,640	14,154	30,000	47.18 %
555-6195-55-523300	ADVERTISING	-	57,007	60,000	95.01 %
555-6195-55-523500	TRAVEL	-	-	800	- %
555-6195-55-523850	SIGNATURE EVENTS - ARTIST FEES	-	70,383	91,115	77.25 %
555-6195-55-523855	SIGNATURE EVNT - CITY PRODUCED	2,250	136,962	160,815	85.17 %
555-6195-55-523900	CONTRACTUAL SERVICES	3,151	38,035	32,500	117.03 %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	-	4,046	5,000	80.92 %
555-6195-55-531300	HOSPITALITY	1,243	1,339	1,000	133.86 %
555-6195-55-531350	SIGNATURE EVENTS	7,322	623,189	721,270	86.40 %
TOTAL SIGNATURE EVENTS		16,605	946,612	1,103,500	85.78 %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025



GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - ICE RINK EXPENDITURES					
555-6197-57-511200	PT/TEMP EMPLOYEES	-	29,255	75,000	39.01 %
555-6197-57-522100	CLEANING SERVICES	-	16,905	30,000	56.35 %
555-6197-57-523300	ADVERTISING	-	19,060	35,000	54.46 %
555-6197-57-523900	CONTRACTUAL SERVICES	-	22,789	210,000	10.85 %
555-6197-57-531100	GENERAL SUPPLIES & MATLS	-	2,000	10,000	20.00 %
TOTAL ARTS CENTER - ICE RINK		-	90,008	360,000	25.00 %
TOTAL EXPENDITURES		\$577,337	\$7,647,484	\$8,708,812	87.81 %
CREATE SANDY SPRINGS - 555		(\$50,270)	(\$575,486)	(\$819,562)	70.22 %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	354,167	22,955,833	23,310,000	98.48 %
	TOTAL OTHER FINANCING SOURCES	354,167	22,955,833	23,310,000	98.48 %
	TOTAL REVENUES	\$354,167	\$22,955,833	\$23,310,000	98.48 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	7,535	1,753,941	2,077,236	84.44 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	-	60,487	60,487	100.00 %
561-4250-40-541450	STORMWATER IMPROVEMENT	53,202	15,397,562	17,260,391	89.21 %
561-4250-40-541450 MABRY	STORMWATER IMPROVEMENT	-	1,556,996	1,556,996	100.00 %
	TOTAL STORMWATER CAPITAL MAINT & I	60,737	18,768,986	20,955,111	89.57 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	263	355,148	600,401	59.15 %
561-4320-40-522240	REP & MAINT-OTHER	909	1,323,584	1,384,457	95.60 %
561-4320-40-523900	CONTRACTUAL SERVICES	1,810	191,514	210,713	90.89 %
561-4320-40-542100	MACHINERY & EQUIPMENT	-	56,697	56,697	100.00 %
	TOTAL STORMWATER OPERATIONS	2,982	1,926,943	2,252,268	85.56 %
TRANSFERS EXPENDITURES					
561-9000-90-611351	TRANSFER TO CAPITAL PROJECTS	-	570,000	570,000	100.00 %
	TOTAL TRANSFERS	-	570,000	570,000	100.00 %
	TOTAL EXPENDITURES	\$63,720	\$21,265,929	\$23,777,379	89.44 %
STORMWATER FUND - 561		\$290,447	\$1,689,905	(\$467,379)	(361.57%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 11, MAY FY 2025**

07/17/2025

GL ACCOUNT	DESCRIPTION	MAY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
840-0000-10-389000	CONTRACT PAYMENTS	-	421,874	386,000	109.29 %
	TOTAL MISCELLANEOUS	-	421,874	386,000	109.29 %
	TOTAL REVENUES	\$-	\$421,874	\$386,000	109.29 %
DEVELOPMENT AUTHORITY EXPENDITURES					
840-1595-10-523100	PROPERTY & LIABILITY INS	-	2,654	2,500	106.16 %
840-1595-10-523600	DUES & FEES	-	350	1,000	35.00 %
840-1595-10-531100	GENERAL SUPPLIES & MATLS	-	-	500	- %
840-1595-10-531300	HOSPITALITY	-	-	500	- %
	TOTAL DEVELOPMENT AUTHORITY	-	3,004	4,500	66.76 %
TRANSFERS EXPENDITURES					
840-9000-90-611100	TRANSFER TO GENERAL FUND	-	421,874	386,000	109.29 %
	TOTAL TRANSFERS	-	421,874	386,000	109.29 %
	TOTAL EXPENDITURES	\$-	\$424,878	\$390,500	108.80 %
DEVELOPMENT AUTHORITY - 840		\$-	(\$3,004)	(\$4,500)	66.76 %