



SANDY SPRINGS

GEORGIA CITY COUNCIL

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

Tuesday, November 17, 2020

Regular Meeting

Following Work Session

The November 17, 2020 City Council Meetings will be held in-person at Sandy Springs City Hall and virtually.

In- Person:	City Hall · Studio Theatre 1 Galambos Way, Sandy Springs, Georgia 30328
Live-stream:	Sandy Springs Facebook: https://www.facebook.com/SandySpringsGA/ Zoom Webinar: http://spr.gs/mcc11172020
Teleconference:	Dial Options (for higher quality, dial a number based on your current location): • 1 312 626 6799 • 1 646 558 8656 • 1 301 715 8592 • 1 346 248 7799 • 1 669 900 9128 • 1 253 215 8782 Webinar ID: 839 9967 7506
Public Comment:	Public Comment Cards may be submitted online: http://spr.gs/pm

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. **2020-289** Meeting Minutes
November 3, 2020 Work Session
November 3, 2020 City Council Meeting
November 10, 2020 City Council Special Called Meeting
- B. **2020-290** Request for Mayor and City Council Consideration of Acceptance of a Right of Way Deed and Temporary Construction Easement on Property Located in Land Lot 205 of the 17th District, City of Sandy Springs, Fulton County, Georgia
(Presented by William H. Martin Jr., AIA, Public Works Director)

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



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- C. **2020-291** Request for Mayor and City Council Consideration of Acceptance of a Real Estate Agreement for a Permanent Drainage Easement and Temporary Construction Easement Located on Land Lot 15 of the 17th District, City of Sandy Springs, Fulton County, Georgia
(Presented by William H. Martin, Jr., AIA, Public Works Director)

VII. Presentations

VIII. Public Hearing

- A. **2020-292** Request for Adoption of the Amendment to the 2020 CDBG Annual Action Plan
(Presented by Madalyn Smith, Planner)

IX. New Business

- A. **2020-293** Request for Mayor and City Council Consideration of a Resolution to Award Grant Funds as part of the CDBG-CV3 Grant Received by the City of Sandy Springs from the U.S. Department of Housing and Urban Development for COVID-19 Pandemic Response; to Authorize the Preparation of Contracts Setting the Terms and Conditions for the Granting of Such Funds; and to Authorize the City Manager to Execute Aforementioned Contracts
(Presented by Madalyn Smith, Planner)
- B. **2020-294** Request for Mayor and City Council Consideration of a Budget Amendment to Allocate Funds for Additional COVID-19 Pandemic Relief
(Presented by Andrea Surratt, City Manager)
- C. **2020-295** Request for Mayor and City Council Consideration of a Resolution to Amend the 2017 Revised Service Agreement with Keep North Fulton Beautiful
(Presented by Catherine Mercier-Baggett, Sustainability Manager)
- D. **2020-296** Request for Mayor and City Council Consideration of a Resolution to Execute an Agreement with the Georgia Environmental Protection Division for the Local Government Scrap Tire Abatement Reimbursement Program
(Presented by Catherine Mercier-Baggett, Sustainability Manager)
- E. **2020-297** Request for Mayor and City Council Consideration of a Resolution to Enter into a Service Agreement with Keep North Fulton Beautiful for the Local Scrap Tire Abatement Reimbursement Program
(Presented by Catherine Mercier-Baggett, Sustainability Manager)
- F. **2020-298** Request for Mayor and City Council Consideration of Acceptance of a Real Estate Agreement for a Temporary Easement on Property Located in Land Lot 93 of the 17th District, City of Sandy Springs
(Presented by William H. Martin Jr., AIA, Public Works Director)
- G. **2020-299** Request for Mayor and City Council Consideration of Acceptance of an

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Agreement to Donate Right of Way and Temporary Construction Easement on Property Located in Land Lot 383 of the 6th District, City of Sandy Springs, Fulton County, Georgia

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

- H. **2020-300** Request for Mayor and City Council Consideration of a Acceptance of a Real Estate Agreement of a Permanent Drainage Easement on Property Located in Land Lot 66 of the 17th District, City of Sandy Springs
(Presented by William H. Martin Jr., AIA, Public Works Director)
- I. **2020-301** Request for Mayor and City Council Consideration of a Resolution to Approve Project Specific Agreements with the PATH Foundation for Design and Engineering Services for Trail Master Plan Segment 2A
(Presented by Michael Perry, Director of Recreation and Parks)
- J. **2020-302** Request for Mayor and City Council Consideration of a Resolution Appointing a Member to the City of Sandy Springs Development Authority
(Presented by Rusty Paul, Mayor)
- K. **2020-303** Request for Mayor and City Council Consideration of an Ordinance to Amend Chapter 6 of the Sandy Springs Code of Ordinances So As to Permit Home Delivery of Alcohol by an Authorized Package Retailer Which Also Sell Alcohol for Consumption on the Premises
(Presented by Dan Lee, City Attorney)
- L. **2020-304** Request for Mayor and City Council Consideration of an Ordinance to Amend the City's Code of Ordinances to Extend the Hours for Sunday Package Sales of Malt Beverages, Wine and Distilled Spirits
(Presented by Dan Lee, City Attorney)

X. Reports

- A. **2020-305** Mayor and Council Report
- B. **2020-306** Staff Reports

- 1. September 2020 Unaudited Financials

XI. Executive Session

- A. **2020-308** Litigation & Real Estate

XII. Adjournment

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: October 23, 2020 Submission for the November 17, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Right of Way Deed and Temporary Construction Easement on Property Located in Land Lot 205 of the 17th District, City of Sandy Springs, Fulton County, Georgia

Recommendation:

Staff recommends that the Mayor and City Council accept a Right of Way Deed and Temporary Construction Easement on that tract or parcel of land lying and located in Land Lot 205 of the 17th District, Fulton County, Georgia. The property is owned by Riveredge Summit Owner LLC as shown on the attached exhibits, and is located at 1500 Riveredge Parkway.

Background:

The acquisition of Fee Simple Right of Way and Temporary Construction Easement on the subject property is necessary in order to construct the TS-170 Interstate North Parkway Project.

Discussion:

The owner has agreed to donate both Fee Simple Right of Way and Temporary Construction Easement Rights to the City. The appraised fair market value of the right of way and temporary easement to be donated is \$2,100.00.

Financial Impact:

Property rights are being donated.

Alternatives:

N/A

Attachments:

1. Aerial Map
2. GIS Map
3. P#2 Riveredge Summit Owner LLC Executed ROW Deed (2)
4. P#2 Riveredge Summit Owner LLC Executed TCE
5. Resolution



TS-170 P#2 Riveredge Summit Owner LLC ROW/TCE Donation

Date: 10/25/2020
Map Size: 8.5x11 (LETTER)



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





Date: 10/25/2020
Map Size: 8.5x11 (LETTER)

TS-170 P#2 Riveredge Summit Owner LLC ROW/TCE Donation

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RIGHT OF WAY DEED

STATE OF GEORGIA
FULTON COUNTY

THIS INDENTURE, made this 15 day of OCTOBER, 2020, between Riveredge Summit Owner, LLC, a Delaware limited liability company, as party of the first part, and The City Of Sandy Springs, a Municipal Corporation of the State of Georgia, as party of the second part.

WITNESSETH: That for and in consideration of the sum of ONE DOLLAR (\$1.00) AND other good and valuable consideration in hand paid and the project hereinafter described, party of the first part do grant and convey unto party of the second part, its successors and assigns, the following property to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART OF

Said right of way is hereby conveyed, consisting of 82.70 square feet, more or less, as shown colored in yellow on the attached plat of the property prepared for the City of Sandy Springs, said plat attached hereto and made part of this deed as Exhibit "B".

It is the intent of both parties that the City of Sandy Springs, GA, shall acquire a total of 82.70 square feet of fee simple right of way for the purpose of construction of the above referenced project.

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

IN WITNESS WHEREOF, parties of the first part has (have) hereunto set its/his/her/their hand (s) and seal (s) the day and year above written.

Signed, sealed and delivered in the presence of:

**Riveredge Summit Owner, LLC, a Delaware
limited liability company**

Richy Hunt
Witness

By: Howard Huang (SEAL)

Name: HOWARD HUANG
Title: VICE PRESIDENT

Alex Renee Zook
Notary Public

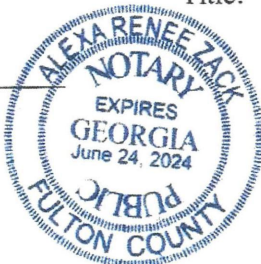


EXHIBIT A

LEGAL DESCRIPTION RIGHT OF WAY ACQUISITION PARCEL 2A

All that tract or parcel of land and being in Land Lot 205 of the 17th District of Fulton County, in the City of Sandy Springs, Georgia and being more particularly described as follows:

COMMENCING at an iron pin located at the intersection of the existing Northerly right-of-way line of Interstate North Parkway (having a variable right-of-way) and the existing Easterly right-of-way line of RiverEdge Parkway (having an apparent 60-foot right-of-way);

THENCE run along said existing Northerly right-of-way line the following courses and distances:

THENCE North 65 degrees 44 minutes 59 seconds East for a distance of 70.60 feet to a right-of-way monument found;

THENCE North 78 degrees 14 minutes 00 seconds East for a distance of 209.33 feet to an iron pin found;

THENCE North 78 degrees 34 minutes 47 seconds East for a distance of 311.00 feet to an iron pin found;

THENCE along a curve to the left having a radius of 912.79 feet and an arc length of 936.39 feet being subtended by a chord of North 44 degrees 52 minutes 41 seconds East for a distance of 895.87 feet to a point;

THENCE North 15 degrees 48 minutes 24 seconds East for a distance of 259.65 feet to a point, said point being the POINT OF BEGINNING;

THENCE leaving said existing right-of-way line, run South 73 degrees 32 minutes 45 seconds West for a distance of 12.60 feet to a point on the future Northerly right-of-way line of Interstate North Parkway;

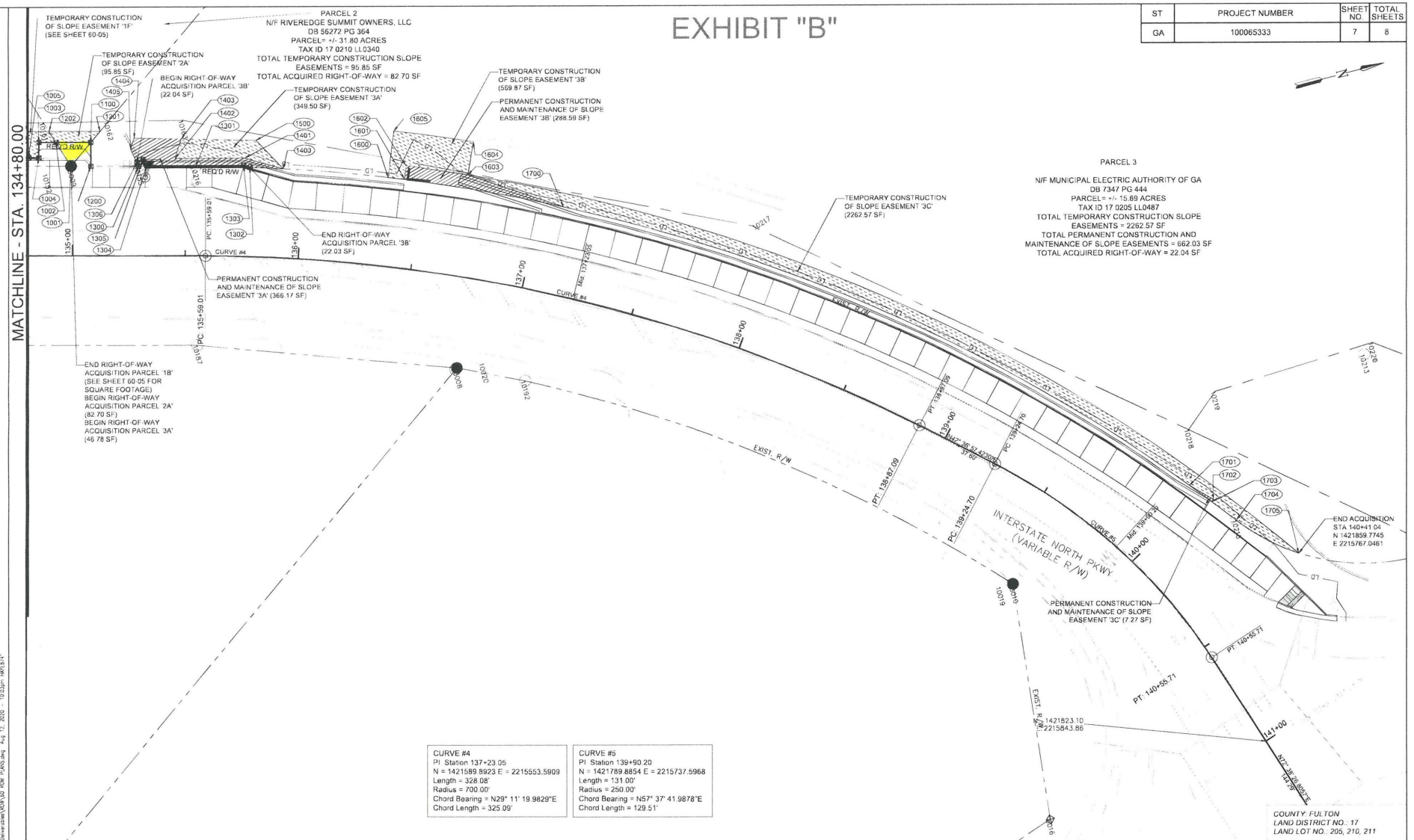
THENCE along said future right-of-way line, run North 15 degrees 47 minutes 04 seconds East for a distance of 15.51 feet to a point;

THENCE leaving said future right-of-way line, run South 34 degrees 41 minutes 36 seconds East a distance of 13.82 feet to the POINT OF BEGINNING.

Said tract or parcel contains 82.66 square feet or 0.002 acres more or less.

EXHIBIT "B"

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100065333	7	8



PROPERTY 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
END LIMIT OF ACCESS
EXIST. LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE

BLA
ELA

1 inch = 20 ft (IN FEET)

ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280

REVISION DATES

06-25-2020	
08-12-2020	

CITY OF SANDY SPRINGS PUBLIC WORKS
**INTERSTATE NORTH PARKWAY
RIGHT OF WAY PLANS**

CHECKED:	DATE:	DRAWING NO.
BACK-CHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFIED:	DATE:	

60-06

EXHIBIT "B"

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100065333	8	8

PARCEL 1 N/F PLN RIVEREDGE, L.P. EASMT FOR CONSTR. OF SLOPES			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
100	55.63' LT.	119+85.07	INTERSTATE NORTH PKWY
101	50.14' LT.	120+64.59	INTERSTATE NORTH PKWY
102	55.13' LT.	120+64.93	INTERSTATE NORTH PKWY
103	60.62' LT.	119+85.42	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 398.52 SQ. FT. = 0.009 ACRES			
201	43.33' LT.	121+63.20	INTERSTATE NORTH PKWY
409	43.44' LT.	121+80.14	INTERSTATE NORTH PKWY
408	44.60' LT.	121+85.95	INTERSTATE NORTH PKWY
407	44.34' LT.	122+54.57	INTERSTATE NORTH PKWY
406	43.01' LT.	122+64.75	INTERSTATE NORTH PKWY
405	42.32' LT.	122+68.23	INTERSTATE NORTH PKWY
404	5' .83' LT.	122+67.61	INTERSTATE NORTH PKWY
202	54.00' LT.	121+63.33	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 915.84 SQ. FT. = 0.021 ACRES			
402	39.68' LT.	122+89.28	INTERSTATE NORTH PKWY
401	39.33' LT.	123+40.28	INTERSTATE NORTH PKWY
400	35.86' LT.	123+60.79	INTERSTATE NORTH PKWY
500	35.78' LT.	123+93.32	INTERSTATE NORTH PKWY
504	38.94' LT.	124+13.22	INTERSTATE NORTH PKWY
503	38.22' LT.	126+71.68	INTERSTATE NORTH PKWY
502	41' .20' LT.	126+83.85	INTERSTATE NORTH PKWY
501	35.90' LT.	126+86.04	INTERSTATE NORTH PKWY
601	36.31' LT.	127+89.28	INTERSTATE NORTH PKWY
601	49.34' LT.	127+89.26	INTERSTATE NORTH PKWY
405	42.32' LT.	122+68.23	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 544.62 SQ. FT. = 0.125 ACRES			
700	37.95' LT.	130+27.68	INTERSTATE NORTH PKWY
701	38.85' LT.	131+22.37	INTERSTATE NORTH PKWY
702	50.71' LT.	131+24.70	INTERSTATE NORTH PKWY
703	48.00' LT.	130+27.58	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 927.58 SQ. FT. = 0.021 ACRES			
801	40.07' LT.	133+61.36	INTERSTATE NORTH PKWY
900	40.05' LT.	133+75.96	INTERSTATE NORTH PKWY
901	48.84' LT.	133+78.05	INTERSTATE NORTH PKWY
802	50.81' LT.	133+61.60	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 152.63 SQ. FT. = 0.003 ACRES			
1007	44.32' LT.	134+68.60	INTERSTATE NORTH PKWY
1006	44.19' LT.	134+72.51	INTERSTATE NORTH PKWY
1005	43.60' LT.	134+80.49	INTERSTATE NORTH PKWY
1004	43.62' LT.	134+84.97	INTERSTATE NORTH PKWY
1003	50.63' LT.	134+85.05	INTERSTATE NORTH PKWY
1002	50.62' LT.	134+92.52	INTERSTATE NORTH PKWY
1203	55.53' LT.	134+79.94	INTERSTATE NORTH PKWY
1204	50.71' LT.	134+79.98	INTERSTATE NORTH PKWY
1205	50.99' LT.	134+63.82	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 182.12 SQ. FT. = 0.004 ACRES			
TOTAL REQ'D EASEMENT AREA = 8024.31 SQ. FT. = 0.184 ACRES			

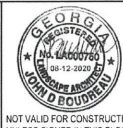
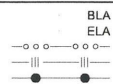
PARCEL 1 N/F PLN RIVEREDGE, L.P. PERMANENT EASMT FOR CONSTR. & MAINT. OF SLOPES			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
200	45.09' LT.	121+37.63	INTERSTATE NORTH PKWY
201	43.33' LT.	121+53.20	INTERSTATE NORTH PKWY
202	54.00' LT.	121+63.33	INTERSTATE NORTH PKWY
203	54.33' LT.	121+57.75	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 254.73 SQ. FT. = 0.005 ACRES			
201	43.33' LT.	121+53.19	INTERSTATE NORTH PKWY
301	41.10' LT.	121+95.46	INTERSTATE NORTH PKWY
304	40.99' LT.	122+54.26	INTERSTATE NORTH PKWY
303	36.11' LT.	122+88.61	INTERSTATE NORTH PKWY
400	35.86' LT.	123+60.79	INTERSTATE NORTH PKWY
401	39.33' LT.	123+40.28	INTERSTATE NORTH PKWY
402	39.68' LT.	122+89.28	INTERSTATE NORTH PKWY
403	51.83' LT.	122+57.21	INTERSTATE NORTH PKWY
404	42.32' LT.	122+68.23	INTERSTATE NORTH PKWY
405	43.01' LT.	122+64.75	INTERSTATE NORTH PKWY
406	43.44' LT.	122+54.57	INTERSTATE NORTH PKWY
407	44.34' LT.	122+54.57	INTERSTATE NORTH PKWY
408	44.60' LT.	121+85.95	INTERSTATE NORTH PKWY
409	43.44' LT.	121+80.14	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 741.18 SQ. FT. = 0.017 ACRES			
500	35.78' LT.	123+93.32	INTERSTATE NORTH PKWY
501	35.90' LT.	126+86.04	INTERSTATE NORTH PKWY
502	41.20' LT.	126+83.85	INTERSTATE NORTH PKWY
503	38.22' LT.	126+71.68	INTERSTATE NORTH PKWY
504	38.94' LT.	124+13.22	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 769.52 SQ. FT. = 0.017 ACRES			
701	38.85' LT.	131+22.37	INTERSTATE NORTH PKWY
800	40.14' LT.	132+38.96	INTERSTATE NORTH PKWY
801	40.07' LT.	133+61.36	INTERSTATE NORTH PKWY
802	50.81' LT.	133+61.60	INTERSTATE NORTH PKWY
702	50.71' LT.	131+24.70	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 3099.97 SQ. FT. = 0.071 ACRES			
TOTAL REQ'D EASEMENT AREA = 4865.40 SQ. FT. = 0.111 ACRES			
TOTAL LOT SIZE = +/- 9.07 ACRES			
TWO DRIVEWAY EASMT REQ'D			
PARCEL 1 N/F PLN RIVEREDGE, L.P. REQUIRED R/W			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
301	41.10' LT.	121+95.46	INTERSTATE NORTH PKWY
302	36.21' LT.	122+65.80	INTERSTATE NORTH PKWY
304	40.99' LT.	122+54.26	INTERSTATE NORTH PKWY
303	36.11' LT.	122+88.61	INTERSTATE NORTH PKWY
REQ'D R/W AREA = 193.61 SQ. FT. = 0.004 ACRES			
TOTAL LOT SIZE = +/- 9.07 ACRES			

PARCEL 1 N/F PLN RIVEREDGE, L.P. REQUIRED R/W			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1000	40.00' LT.	134+49.48	INTERSTATE NORTH PKWY
1001	39.97' LT.	134+99.28	INTERSTATE NORTH PKWY
1002	50.62' LT.	134+92.52	INTERSTATE NORTH PKWY
1003	50.63' LT.	134+85.05	INTERSTATE NORTH PKWY
1004	43.62' LT.	134+84.97	INTERSTATE NORTH PKWY
1005	43.60' LT.	134+80.49	INTERSTATE NORTH PKWY
1006	44.19' LT.	134+72.51	INTERSTATE NORTH PKWY
1007	44.32' LT.	134+68.60	INTERSTATE NORTH PKWY
1008	44.81' LT.	134+49.45	INTERSTATE NORTH PKWY
REQ'D R/W AREA = 267.64 SQ. FT. = 0.006 ACRES			
TOTAL REQ'D R/W AREA = 461.25 SQ. FT. = 0.010 ACRES			
TOTAL LOT SIZE = +/- 9.07 ACRES			
PARCEL 2 N/F RIVEREDGE SUMMIT OWNERS, LLC EASMT FOR CONSTR. OF SLOPES			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1002	50.62' LT.	134+92.52	INTERSTATE NORTH PKWY
1100	50.61' LT.	135+08.10	INTERSTATE NORTH PKWY
1201	55.64' LT.	135+12.20	INTERSTATE NORTH PKWY
1202	55.53' LT.	134+89.48	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 95.85 SQ. FT. = 0.002 ACRES			
PARCEL 2 N/F RIVEREDGE SUMMIT OWNERS, LLC REQUIRED R/W			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1001	39.97' LT.	134+99.28	INTERSTATE NORTH PKWY
1100	50.61' LT.	135+08.10	INTERSTATE NORTH PKWY
1002	50.62' LT.	134+92.52	INTERSTATE NORTH PKWY
REQ'D R/W AREA = 82.70 SQ. FT. = 0.001 ACRES			
TOTAL LOT SIZE = +/- 31.80 ACRES			
PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA EASMT FOR CONSTR. OF SLOPES			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1402	43.45' LT.	135+45.39	INTERSTATE NORTH PKWY
1401	43.84' LT.	135+75.20	INTERSTATE NORTH PKWY
1400	39.72' LT.	135+91.44	INTERSTATE NORTH PKWY
1500	52.01' LT.	135+79.65	INTERSTATE NORTH PKWY
1403	52.25' LT.	135+48.07	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 349.50 SQ. FT. = 0.008 ACRES			
1600	39.51' LT.	136+35.53	INTERSTATE NORTH PKWY
1601	39.47' LT.	136+42.40	INTERSTATE NORTH PKWY
1602	45.73' LT.	136+42.29	INTERSTATE NORTH PKWY
1603	45.39' LT.	136+68.27	INTERSTATE NORTH PKWY
1604	60.39' LT.	136+68.31	INTERSTATE NORTH PKWY
1605	60.51' LT.	136+35.61	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 569.87 SQ. FT. = 0.013 ACRES			

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA EASMT FOR CONSTR. OF SLOPES			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1603	45.39' LT.	136+68.27	INTERSTATE NORTH PKWY
1700	39.29' LT.	137+09.90	INTERSTATE NORTH PKWY
1701	42.13' LT.	139+95.12	INTERSTATE NORTH PKWY
1702	45.04' LT.	140+05.29	INTERSTATE NORTH PKWY
1703	43.87' LT.	140+05.55	INTERSTATE NORTH PKWY
1704	46.14' LT.	140+16.97	INTERSTATE NORTH PKWY
1705	58.45' LT.	140+41.02	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 2262.57 SQ. FT. = 0.051 ACRES			
TOTAL REQ'D EASEMENT AREA = 3181.94 SQ. FT. = 0.073 ACRES			
PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA PERMANENT EASMT FOR CONSTR. & MAINT. OF SLOPES			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1306	41.63' LT.	135+28.47	INTERSTATE NORTH PKWY
1305	42.94' LT.	135+31.22	INTERSTATE NORTH PKWY
1304	40.09' LT.	135+32.77	INTERSTATE NORTH PKWY
1303	40.51' LT.	135+74.85	INTERSTATE NORTH PKWY
1302	39.82' LT.	135+77.45	INTERSTATE NORTH PKWY
1400	39.72' LT.	135+91.44	INTERSTATE NORTH PKWY
1401	43.84' LT.	135+75.20	INTERSTATE NORTH PKWY
1402	43.45' LT.	135+45.39	INTERSTATE NORTH PKWY
1403	52.25' LT.	135+48.07	INTERSTATE NORTH PKWY
1404	52.60' LT.	135+77.28	INTERSTATE NORTH PKWY
1405	47.55' LT.	135+25.70	INTERSTATE NORTH PKWY
REQ'D PERMANENT EASMT AREA = 366.17 SQ. FT. = 0.008 ACRES			
1601	39.47' LT.	136+42.40	INTERSTATE NORTH PKWY
1700	39.29' LT.	137+09.90	INTERSTATE NORTH PKWY
1603	45.39' LT.	136+68.27	INTERSTATE NORTH PKWY
1602	45.73' LT.	136+42.29	INTERSTATE NORTH PKWY
REQ'D PERMANENT EASMT AREA = 288.59 SQ. FT. = 0.006 ACRES			
1701	42.13' LT.	139+95.12	INTERSTATE NORTH PKWY
1703	43.87' LT.	140+05.55	INTERSTATE NORTH PKWY
1702	45.04' LT.	140+05.29	INTERSTATE NORTH PKWY
REQ'D PERMANENT EASMT AREA = 7.27 SQ. FT. = 0.0001 ACRES			
TOTAL REQ'D EASEMENT AREA = 662.03 SQ. FT. = 0.015 ACRES			
TOTAL LOT SIZE = +/- 15.69 ACRES			
PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA REQUIRED R/W			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1001	39.97' LT.	134+99.28	INTERSTATE NORTH PKWY
1200	39.95' LT.	135+08.07	INTERSTATE NORTH PKWY
1100	50.61' LT.	135+08.10	INTERSTATE NORTH PKWY
REQ'D R/W AREA = 46.78 SQ. FT. = 0.001 ACRES			
1300	39.93' LT.	135+29.29	INTERSTATE NORTH PKWY
1301	39.96' LT.	135+54.56	INTERSTATE NORTH PKWY
1302	39.82' LT.	135+77.45	INTERSTATE NORTH PKWY
1303	40.51' LT.	135+74.85	INTERSTATE NORTH PKWY
1304	40.09' LT.	135+32.77	INTERSTATE NORTH PKWY
1305	42.94' LT.	135+31.22	INTERSTATE NORTH PKWY
1306	41.63' LT.	135+28.47	INTERSTATE NORTH PKWY
REQ'D R/W AREA = 22.04 SQ. FT. = 0.0005 ACRES			
TOTAL LOT SIZE = +/- 15.69 ACRES			

PROPERTY 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
END LIMIT OF ACCESS
EXIST. LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE



REVISION DATES	
06-25-2020	
08-12-2020	

CITY OF SANDY SPRINGS PUBLIC WORKS			
INTERSTATE NORTH PARKWAY RIGHT OF WAY PLANS			
CHECKED:	DATE:	DRAWING NO.	
BACKCHECKED:	DATE:		
CORRECTED:	DATE:		
VERIFIED:	DATE:		
			60-07

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS CONVEYANCE made and executed the 15 day of OCTOBER, 2020.

WHEREAS, the City of Sandy Springs, a municipal corporation of the State of Georgia, ("City") desires to construct a transportation enhancement project known as the TS-170/Interstate North Parkway Multi-Use Trail Project.

NOW, THEREFORE, for value received, the undersigned Grantor(s) does(do) hereby grant to the City, the right to execute certain construction over and upon my(our) land abutting on and adjacent to the City's right of way as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, in such a manner as said City may deem it proper to support or accommodate the improvement of said road project, including the right to construct any required slopes within the easement area shown colored in green on the attached Exhibit "A", attached hereto and incorporated herein by reference. The Grantor shall retain all other rights, title and interest in such property not conveyed hereby.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon the sooner of two (2) years from the date of conveyance or completion of and final acceptance of said project by the City of Sandy Springs Public Works Department.

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

In Witnesseth whereof, I have hereunto set my hand and seal the day above written.

Signed, Sealed and Delivered this 15 day of OCTOBER, 2020, in the presence of:

Riveredge Summit Owner, LLC, a Delaware
limited liability company

Ricky Hunt
Witness

By: [Signature] (SEAL)

Name:

Title:

HOWARD HUNT
Vice President

Alex Renee Zick
Notary Public

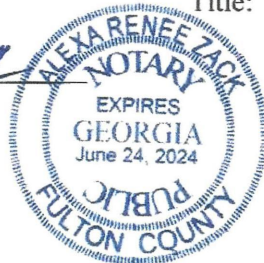


EXHIBIT A

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION OF SLOPE EASEMENT 2A

All that tract or parcel of land and being in Land Lot 205 of the 17th District of Fulton County, in the City of Sandy Springs, Georgia and being more particularly described as follows:

COMMENCING at an iron pin located at the intersection of the existing Northerly right-of-way line of Interstate North Parkway (having a variable right-of-way) and the existing Easterly right-of-way line of RiverEdge Parkway (having an apparent 60-foot right-of-way);

THENCE run along said Northerly right-of-way line the following courses and distances:

THENCE North 65 degrees 44 minutes 59 seconds East for a distance of 70.60 feet to a right-of-way monument found;

THENCE North 78 degrees 14 minutes 00 seconds East for a distance of 209.33 feet to an iron pin found;

THENCE North 78 degrees 34 minutes 47 seconds East for a distance of 311.00 feet to an iron pin found;

THENCE along a curve to the left having a radius of 912.79 feet and an arc length of 936.39 feet being subtended by a chord of North 44 degrees 52 minutes 41 seconds East for a distance of 895.87 feet to a point;

THENCE North 15 degrees 48 minutes 24 seconds East for a distance of 259.65 feet to a point;

THENCE North 15 degrees 49 minutes 50 seconds East for a distance of 8.78 feet to a point on the required Northerly right-of-way line of Interstate North Parkway;

THENCE leaving said existing right-of-way line, run along said required right-of-way line North 74 degrees 10 minutes 10 seconds West for a distance of 10.66 feet to a point, said point being the POINT OF BEGINNING;

THENCE continuing along said required right-of-way line, run South 15 degrees 47 minutes 04 seconds West for a distance of 15.51 feet to a point;

THENCE leaving said future right-of-way line, run South 73 degrees 32 minutes 45 seconds West for a distance of 5.80 feet to a point;

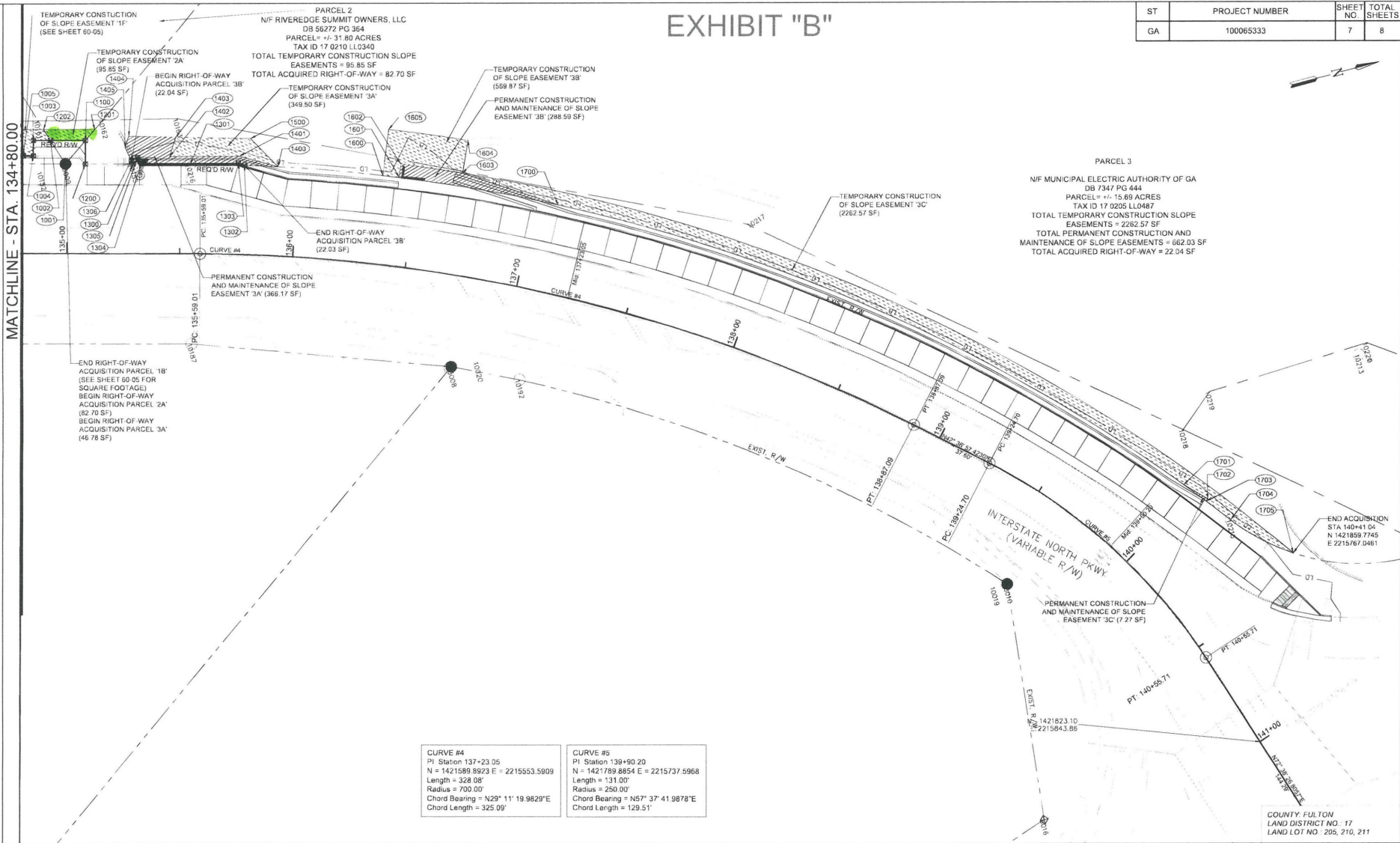
THENCE North 15 degrees 32 minutes 52 seconds East a distance of 22.73 feet to a point;

THENCE South 34 degrees 41 minutes 36 seconds East for a distance of 6.48 feet to the POINT OF BEGINNING.

Said tract or parcel contains 94.69 square feet or 0.002 acres more or less.

EXHIBIT "B"

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100065333	7	8



CURVE #4 PI Station 137+23.05 N = 1421589.8923 E = 2215553.5809 Length = 328.08' Radius = 700.00' Chord Bearing = N29° 11' 19.9829"E Chord Length = 325.09'	CURVE #5 PI Station 139+90.20 N = 1421789.8854 E = 2215737.5968 Length = 131.00' Radius = 250.00' Chord Bearing = N57° 37' 41.9878"E Chord Length = 129.51'
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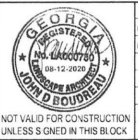
PROPERTY LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS		BLA
END LIMIT OF ACCESS		ELA
EXIST. LIMIT OF ACCESS		
REQ'D R/W & LIMIT OF ACCESS		
ORANGE BARRIER FENCE		

20 10 0 20 40
1 inch = 20 ft (IN FEET)



ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280



REVISION DATES	
06-25-2020	
08-12-2020	

CITY OF SANDY SPRINGS PUBLIC WORKS			
INTERSTATE NORTH PARKWAY RIGHT OF WAY PLANS			
CHECKED:	DATE:	DRAWING NO.	
BACK-CHECKED:	DATE:		
CORRECTED:	DATE:		
VERIFIED:	DATE:		
		60-06	

W:\100065333 - Interstate North Parkway\Drawings\Right of Way Plans\60-06 - 10-23-20 - 10-23-20 - 10-23-20

EXHIBIT "B"

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100065333	8	8

PARCEL 1 N/F PLN RIVEREDGE, L.P.
EASW/T FOR CONSTR. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
100	55.63' LT.	119+85.07	INTERSTATE NORTH PKWY
101	50.14' LT.	120+64.59	INTERSTATE NORTH PKWY
102	55.13' LT.	120+64.93	INTERSTATE NORTH PKWY
103	60.62' LT.	119+85.42	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 398.52 SQ. FT. = 0.009 ACRES			
201	43.33' LT.	121+63.20	INTERSTATE NORTH PKWY
409	43.44' LT.	121+80.14	INTERSTATE NORTH PKWY
408	44.60' LT.	121+85.95	INTERSTATE NORTH PKWY
407	44.34' LT.	122+54.57	INTERSTATE NORTH PKWY
406	43.01' LT.	122+64.75	INTERSTATE NORTH PKWY
405	42.32' LT.	122+68.23	INTERSTATE NORTH PKWY
404	51.83' LT.	122+67.21	INTERSTATE NORTH PKWY
202	54.00' LT.	121+63.33	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 915.84 SQ. FT. = 0.021 ACRES			
402	39.68' LT.	122+89.28	INTERSTATE NORTH PKWY
401	39.33' LT.	123+40.28	INTERSTATE NORTH PKWY
400	35.86' LT.	123+60.79	INTERSTATE NORTH PKWY
500	35.78' LT.	123+93.32	INTERSTATE NORTH PKWY
504	38.94' LT.	124+13.22	INTERSTATE NORTH PKWY
503	38.22' LT.	126+71.68	INTERSTATE NORTH PKWY
502	41.20' LT.	126+83.85	INTERSTATE NORTH PKWY
501	35.90' LT.	126+86.04	INTERSTATE NORTH PKWY
600	36.31' LT.	127+89.28	INTERSTATE NORTH PKWY
601	49.34' LT.	127+89.26	INTERSTATE NORTH PKWY
405	42.32' LT.	122+68.23	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 544.62 SQ. FT. = 0.125 ACRES			
700	37.95' LT.	130+27.68	INTERSTATE NORTH PKWY
701	38.85' LT.	131+22.37	INTERSTATE NORTH PKWY
702	50.71' LT.	131+24.70	INTERSTATE NORTH PKWY
703	48.00' LT.	130+27.58	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 927.58 SQ. FT. = 0.021 ACRES			
801	40.07' LT.	133+61.36	INTERSTATE NORTH PKWY
900	40.06' LT.	133+75.96	INTERSTATE NORTH PKWY
901	48.84' LT.	133+78.05	INTERSTATE NORTH PKWY
802	50.81' LT.	133+61.60	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 152.63 SQ. FT. = 0.003 ACRES			
1007	44.32' LT.	134+68.60	INTERSTATE NORTH PKWY
1006	44.19' LT.	134+72.51	INTERSTATE NORTH PKWY
1005	43.60' LT.	134+80.49	INTERSTATE NORTH PKWY
1004	43.62' LT.	134+84.97	INTERSTATE NORTH PKWY
1003	50.63' LT.	134+85.05	INTERSTATE NORTH PKWY
1002	50.62' LT.	134+92.57	INTERSTATE NORTH PKWY
1202	55.53' LT.	134+89.48	INTERSTATE NORTH PKWY
1203	55.50' LT.	134+79.94	INTERSTATE NORTH PKWY
1204	50.71' LT.	134+79.98	INTERSTATE NORTH PKWY
1205	50.99' LT.	134+63.82	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 182.12 SQ. FT. = 0.004 ACRES			
TOTAL REQ'D EASEMENT AREA = 8024.31 SQ. FT. = 0.184 ACRES			

PARCEL 1 N/F PLN RIVEREDGE, L.P.
PERMANENT EASW/T FOR CONSTR. & MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
200	45.09' LT.	121+37.63	INTERSTATE NORTH PKWY
201	43.33' LT.	121+53.20	INTERSTATE NORTH PKWY
202	54.00' LT.	121+53.33	INTERSTATE NORTH PKWY
203	54.33' LT.	121+57.75	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 254.73 SQ. FT. = 0.005 ACRES			
201	43.33' LT.	121+63.19	INTERSTATE NORTH PKWY
301	41.10' LT.	121+95.46	INTERSTATE NORTH PKWY
304	40.99' LT.	122+54.26	INTERSTATE NORTH PKWY
303	36.11' LT.	122+88.61	INTERSTATE NORTH PKWY
400	35.86' LT.	123+50.79	INTERSTATE NORTH PKWY
401	39.33' LT.	123+40.28	INTERSTATE NORTH PKWY
402	39.58' LT.	122+89.28	INTERSTATE NORTH PKWY
403	47.14' LT.	122+88.97	INTERSTATE NORTH PKWY
404	51.83' LT.	122+67.21	INTERSTATE NORTH PKWY
405	42.32' LT.	122+68.23	INTERSTATE NORTH PKWY
406	43.01' LT.	122+64.75	INTERSTATE NORTH PKWY
407	44.34' LT.	122+54.57	INTERSTATE NORTH PKWY
408	44.60' LT.	121+85.95	INTERSTATE NORTH PKWY
409	43.44' LT.	121+80.14	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 741.18 SQ. FT. = 0.017 ACRES			
500	35.78' LT.	123+93.32	INTERSTATE NORTH PKWY
501	35.90' LT.	126+86.04	INTERSTATE NORTH PKWY
502	41.20' LT.	126+83.85	INTERSTATE NORTH PKWY
503	38.22' LT.	126+71.68	INTERSTATE NORTH PKWY
504	38.94' LT.	124+13.22	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 769.52 SQ. FT. = 0.017 ACRES			
701	38.85' LT.	131+22.37	INTERSTATE NORTH PKWY
800	40.14' LT.	132+38.96	INTERSTATE NORTH PKWY
801	40.07' LT.	133+61.36	INTERSTATE NORTH PKWY
802	50.81' LT.	133+61.60	INTERSTATE NORTH PKWY
702	50.71' LT.	131+24.70	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 3099.97 SQ. FT. = 0.071 ACRES			
TOTAL REQ'D EASEMENT AREA = 4865.40 SQ. FT. = 0.111 ACRES			
TOTAL LOT SIZE = +/- 9.07 ACRES			
TWO DRIVEWAY EASW/T REQ'D			

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
301	41.10' LT.	121+95.46	INTERSTATE NORTH PKWY
302	36.21' LT.	122+65.80	INTERSTATE NORTH PKWY
304	40.99' LT.	122+54.26	INTERSTATE NORTH PKWY
303	36.11' LT.	122+88.61	INTERSTATE NORTH PKWY
REQ'D R/W AREA = 193.61 SQ. FT. = 0.004 ACRES			
TOTAL LOT SIZE = +/- 9.07 ACRES			

PARCEL 1 N/F PLN RIVEREDGE, L.P.
REQUIRED R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
301	41.10' LT.	121+95.46	INTERSTATE NORTH PKWY
302	36.21' LT.	122+65.80	INTERSTATE NORTH PKWY
304	40.99' LT.	122+54.26	INTERSTATE NORTH PKWY
303	36.11' LT.	122+88.61	INTERSTATE NORTH PKWY
REQ'D R/W AREA = 193.61 SQ. FT. = 0.004 ACRES			
TOTAL LOT SIZE = +/- 9.07 ACRES			

PARCEL 1 N/F PLN RIVEREDGE, L.P.
REQUIRED R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1000	40.00' LT.	134+49.48	INTERSTATE NORTH PKWY
1001	39.97' LT.	134+99.28	INTERSTATE NORTH PKWY
1002	50.62' LT.	134+92.57	INTERSTATE NORTH PKWY
1003	50.63' LT.	134+85.05	INTERSTATE NORTH PKWY
1004	43.62' LT.	134+84.97	INTERSTATE NORTH PKWY
1005	43.60' LT.	134+80.49	INTERSTATE NORTH PKWY
1006	44.19' LT.	134+72.51	INTERSTATE NORTH PKWY
1007	44.32' LT.	134+68.60	INTERSTATE NORTH PKWY
1008	44.81' LT.	134+49.45	INTERSTATE NORTH PKWY
REQ'D R/W AREA = 267.64 SQ. FT. = 0.006 ACRES			
TOTAL REQ'D R/W AREA = 461.25 SQ. FT. = 0.010 ACRES			
TOTAL LOT SIZE = +/- 9.07 ACRES			

PARCEL 2 N/F RIVEREDGE SUMMIT OWNERS, LLC
EASW/T FOR CONSTR. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1002	50.62' LT.	134+92.57	INTERSTATE NORTH PKWY
1100	50.61' LT.	135+08.10	INTERSTATE NORTH PKWY
1201	55.64' LT.	135+12.20	INTERSTATE NORTH PKWY
1202	55.53' LT.	134+89.48	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 95.85 SQ. FT. = 0.002 ACRES			

PARCEL 2 N/F RIVEREDGE SUMMIT OWNERS, LLC
REQUIRED R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1001	39.97' LT.	134+99.28	INTERSTATE NORTH PKWY
1100	50.61' LT.	135+08.10	INTERSTATE NORTH PKWY
1002	50.62' LT.	134+92.57	INTERSTATE NORTH PKWY
REQ'D R/W AREA = 82.70 SQ. FT. = 0.001 ACRES			
TOTAL LOT SIZE = +/- 31.80 ACRES			

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
EASW/T FOR CONSTR. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1402	43.45' LT.	135+45.39	INTERSTATE NORTH PKWY
1401	43.84' LT.	135+75.20	INTERSTATE NORTH PKWY
1400	39.72' LT.	135+91.44	INTERSTATE NORTH PKWY
1500	52.01' LT.	135+79.55	INTERSTATE NORTH PKWY
1403	52.25' LT.	135+48.07	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 349.50 SQ. FT. = 0.008 ACRES			

1600	39.51' LT.	136+35.53	INTERSTATE NORTH PKWY
1601	39.47' LT.	136+42.40	INTERSTATE NORTH PKWY
1602	45.73' LT.	136+42.29	INTERSTATE NORTH PKWY
1603	45.39' LT.	136+68.27	INTERSTATE NORTH PKWY
1604	60.39' LT.	136+68.31	INTERSTATE NORTH PKWY
1605	60.51' LT.	136+35.61	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 569.87 SQ. FT. = 0.013 ACRES			

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
EASW/T FOR CONSTR. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1603	45.39' LT.	136+68.27	INTERSTATE NORTH PKWY
1700	39.29' LT.	137+09.90	INTERSTATE NORTH PKWY
1701	42.13' LT.	139+95.12	INTERSTATE NORTH PKWY
1702	45.04' LT.	140+05.29	INTERSTATE NORTH PKWY
1703	43.87' LT.	140+05.55	INTERSTATE NORTH PKWY
1704	46.14' LT.	140+16.97	INTERSTATE NORTH PKWY
1705	58.45' LT.	140+41.02	INTERSTATE NORTH PKWY
REQ'D EASEMENT AREA = 2262.57 SQ. FT. = 0.051 ACRES			
TOTAL REQ'D EASEMENT AREA = 3181.94 SQ. FT. = 0.073 ACRES			

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
PERMANENT EASW/T FOR CONSTR. & MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1306	41.63' LT.	135+28.47	INTERSTATE NORTH PKWY
1305	42.94' LT.	135+31.22	INTERSTATE NORTH PKWY
1304	40.09' LT.	135+32.77	INTERSTATE NORTH PKWY
1303	40.51' LT.	135+74.85	INTERSTATE NORTH PKWY
1302	39.82' LT.	135+77.45	INTERSTATE NORTH PKWY
1400	39.72' LT.	135+91.44	INTERSTATE NORTH PKWY
1401	43.84' LT.	135+75.20	INTERSTATE NORTH PKWY
1402	43.45' LT.	135+45.39	INTERSTATE NORTH PKWY
1403	52.25' LT.	135+48.07	INTERSTATE NORTH PKWY
1404	52.01' LT.	135+79.55	INTERSTATE NORTH PKWY
1405	47.55' LT.	135+25.70	INTERSTATE NORTH PKWY
REQ'D PERMANENT EASW/T AREA = 366.17 SQ. FT. = 0.008 ACRES			

1601	39.47' LT.	136+42.40	INTERSTATE NORTH PKWY
1700	39.29' LT.	137+09.90	INTERSTATE NORTH PKWY
1603	45.39' LT.	136+68.27	INTERSTATE NORTH PKWY
1602	45.73' LT.	136+42.29	INTERSTATE NORTH PKWY
REQ'D PERMANENT EASW/T AREA = 288.59 SQ. FT. = 0.006 ACRES			

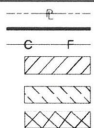
1701	42.13' LT.	139+95.12	INTERSTATE NORTH PKWY
1703	43.87' LT.	140+05.55	INTERSTATE NORTH PKWY
1702	45.04' LT.	140+05.29	INTERSTATE NORTH PKWY
REQ'D PERMANENT EASW/T AREA = 7.27 SQ. FT. = 0.0001 ACRES			
TOTAL REQ'D EASEMENT AREA = 662.03 SQ. FT. = 0.015 ACRES			
TOTAL LOT SIZE = +/- 15.69 ACRES			

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
REQUIRED R/W

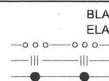
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1001	39.97' LT.	134+99.28	INTERSTATE NORTH PKWY
1200	59.95' LT.	135+08.07	INTERSTATE NORTH PKWY
1100	50.61' LT.	135+08.10	INTERSTATE NORTH PKWY
REQ'D R/W AREA = 46.78 SQ. FT. = 0.001 ACRES			

1300	39.93' LT.	135+29.29	INTERSTATE NORTH PKWY
1301	39.96' LT.	135+54.56	INTERSTATE NORTH PKWY
1302	39.82' LT.	135+77.45	INTERSTATE NORTH PKWY
1303	40.51' LT.	135+74.85	INTERSTATE NORTH PKWY
1304	40.09' LT.	135+32.77	INTERSTATE NORTH PKWY
1305	42.94' LT.	135+31.22	INTERSTATE NORTH PKWY
1306	41.63' LT.	135+28.47	INTERSTATE NORTH PKWY
REQ'D R/W AREA = 22.04 SQ. FT. = 0.0005 ACRES			
TOTAL LOT SIZE = +/- 15.69 ACRES			

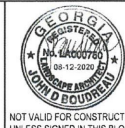
PROPERTY LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS
END LIMIT OF ACCESS
EXIST. LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE



ATKINS
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GEORGIA 30328
770-933-0280



REVISION DATES
06-25-2020
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CITY OF SANDY SPRINGS PUBLIC WORKS			
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60-07			

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO ACCEPT A REAL ESTATE AGREEMENT FOR A RIGHT OF WAY DEED
AND A TEMPORARY CONSTRUCTION EASEMENT ON PROPERTY LOCATED IN LAND LOT
205 OF THE 17th DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of a Right of Way Deed and a Temporary Construction Easement by the City of Sandy Springs for property located at 1500 Riveredge Parkway, from Riveredge Summit Owner, in Land Lot 205 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

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

To facilitate the construction of the TS-170 Interstate North Parkway Project on the subject property, the City approves the acceptance of a Right of Way Deed and a Temporary Construction Easement on property located in Land Lot 205 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 17th day of November, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: October 28, 2020 Submission for the November 17, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Real Estate Agreement for a Permanent Drainage Easement and Temporary Construction Easement Located on Land Lot 15 of the 17th District, City of Sandy Springs, Fulton County, Georgia

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate of a Permanent Drainage Easement and Temporary Construction Easement on that tract of land lying and located in Land Lot 15 of the 17th District, Fulton County, Georgia. The property owner is Donald J. Muscolino, a widower, located at 620 Telford Place, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 68.57 square feet of Permanent Drainage Easement (PDE) and 2,087.03 square feet of Temporary Construction Easement (TCE) on this property is necessary in order to construct the Peachtree Dunwoody at Telford Road Improvement Project. The property owner has accepted the City's offer for the necessary land interests required to construct the proposed project.

Discussion:

Staff was able to negotiate a reasonable compensation amount for the required land rights with the property owners. The City's contracted appraiser, Craig Hammond, MAI, determined fair market value for the permanent and temporary easement area in the amount of \$9,050.

Financial Impact:

The property owner agreed to sell his land interests to the City in the sum of \$9,050. The permanent drainage easement (PDE) is a 68.57 square foot area and values at $(68.57 \text{ sf} \times \$20.01 / \text{sf} \times 50\%)$, equaling \$686.04. The temporary construction easement (TCE) is a 2,087.03 square foot area and values at $(2,087.03 \text{ sf} \times \$20.01 / \text{sf} \times 10\% \times 2)$ equaling \$8,352.29. To summarize, the total land value for the permanent and temporary easements are $(\text{PDE: } \$686.04 + \text{TCE: } \$8,352.29 = \$9,050.00 \text{ (rounded)})$. Staff concurs the compensation amount is reasonable and recommends payment to the owner for these land interests.

Alternatives:

N/A

Attachments:

1. Aerial Map and Property Profile
2. Executed Real Estate Agreement with Exhibit
3. Resolution

[Profile](#)

[Sales](#)

[Residential](#)

[Commercial](#)

[Permits](#)

[OBY](#)

[Values](#)

[Values History](#)

[Land](#)

[Agricultural](#)

[Sketch](#)

[Pictometry Imagery](#)

[Map](#)

[Appeals](#)

[Appeals History](#)

[Personal Property](#)

[PP Value History](#)

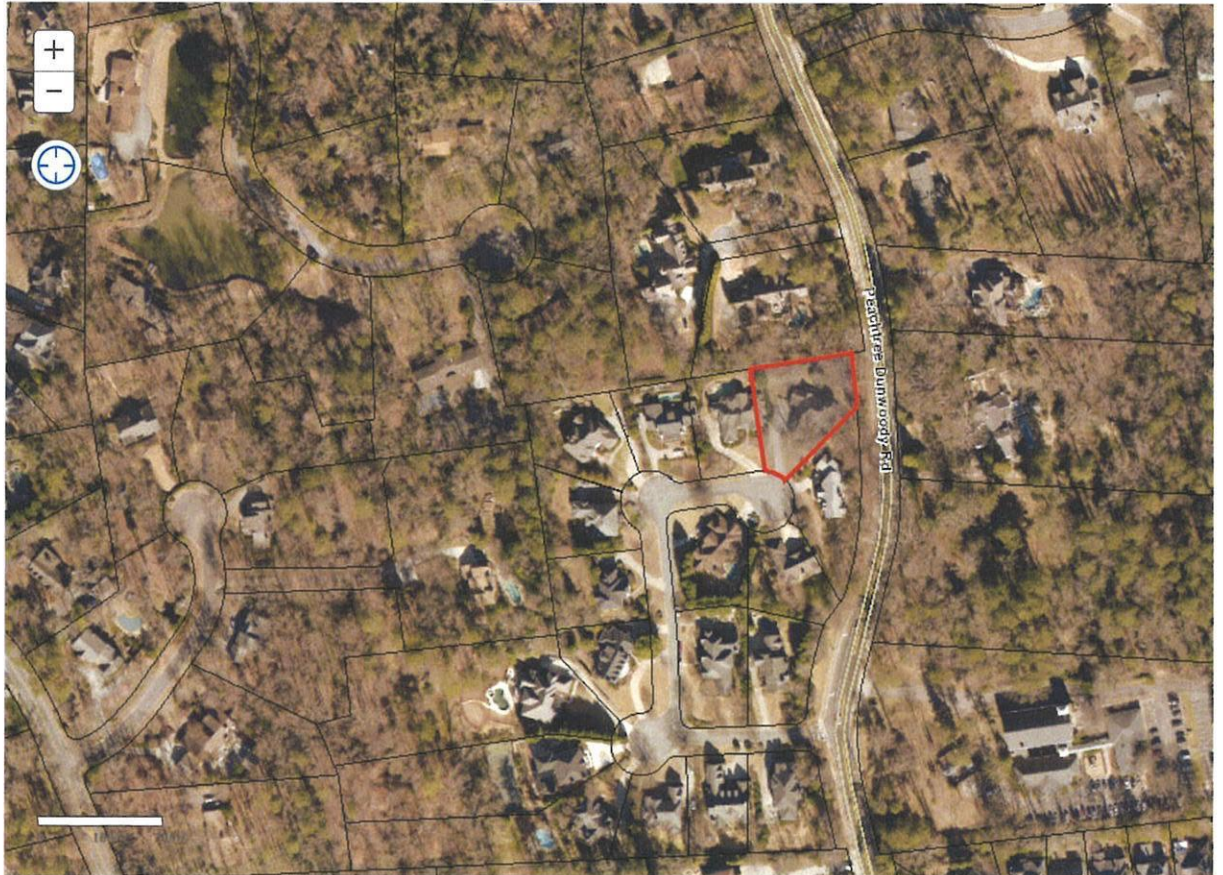
[Tax Information](#)

PARID: 17 001500070133

MUSCOLINO DONALD J & FARI C



- enter a parcel id -



Parcel

Parcel ID:	17 001500070133
Property Location:	620 TELFORD PL
Unit:	
City:	SANDY SPRINGS
Neighborhood:	17741
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	.5678
Zoning:	R2-
Location	6
Fronting:	9 - 9
Parking Type:	3-ON AND OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/8-ALL UNDERGROUND/-

Legal

Tax District	59
--------------	----

Owners

Owners:	MUSCOLINO DONALD J & FARI C
---------	-----------------------------

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
MUSCOLINO DONALD J & FARI C	HF01S	
620 TELFORD PL		
SANDY SPRINGS GA 30342		

Sales

Sale Date:	Sale Price:
17-DEC-01	\$0
17-DEC-01	\$0
26-APR-95	\$158,400

Sale Details

1 of 3

Grantor:	MUSCOLINO DONALD J
Grantee:	MUSCOLINO DONALD J & FARI C
Sales Date:	17-DEC-01
Sale Price Sale Validity:	4 : Related Individuals or Corporation
Sale Source:	D : DATA ENTRY VERIFIED FROM DEED
Sales Type:	3 : BUILDING
Sale Flag:	
Deed Book:	31756
Deed Page:	00490

Deed Type:

Residential

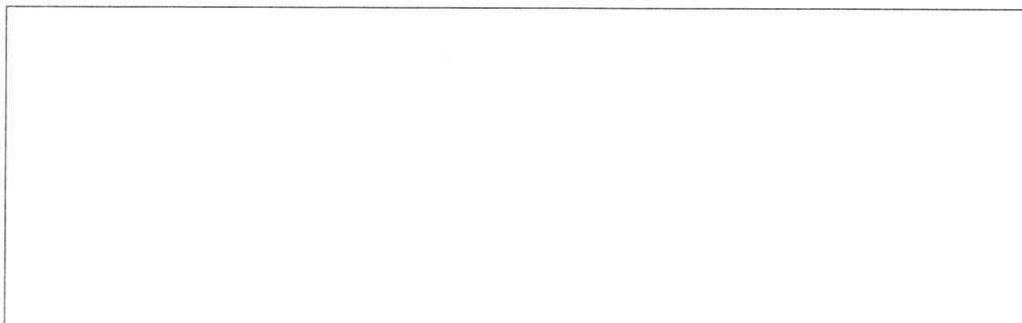
Card:	1
Stories:	1
Year Built:	1995
Effective Year Built:	
Remodeled Year:	
Living Area:	2,612
Total Living Area:	2,612
Total Rooms:	9
Bedrooms:	4
Family Rooms:	1
Attic:	1-NONE
Basement LA:	1500
Basement Rec Area:	
Full Baths:	4
Half Baths:	1
Additional Fixtures:	5
Total Fixtures:	19
Pre Fab Fireplace:	2
Masonry Fireplaces:	
Grade:	A+
CDU:	EX
% Complete	

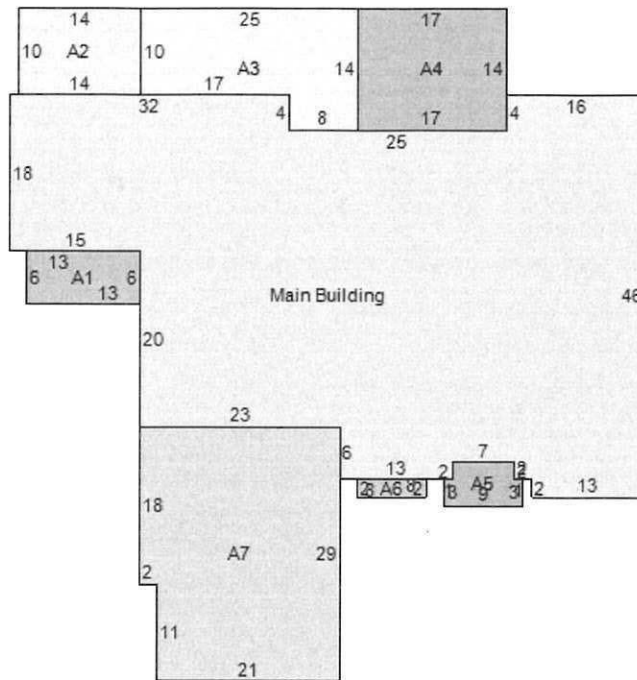
Additions

Addition Number:	Description:	Area
0	---	2,596
1	-OFF OPEN FRAME PORCH--	78
2	MA_PT CONC/MAS PATIO---	140
3	MA_PT CONC/MAS PATIO-WDDCK WOOD DECKS--	282
4	MA_PT CONC/MAS PATIO---	238
5	-STOOP STOOP--	41
6	-IS FR ONE STORY FRAME--	16
7	-MG/BG MASONRY/BRICK GARAGE--	645

Land

Line Number:	1
Land Type:	S - SQUARE FOOT
Land Code:	1
Square Feet:	24,735
Acres:	.5678





Item	Area
Main Building	2596
A1 - 11:OFP OPEN FRAME PORCH	78
A2 - 33:MA_PT CONC/MAS PATIO	140
A3 - 33/31:MA_PT CONC/MAS PATIO/WDDCK WOOD DECKS	282
A4 - 33:MA_PT CONC/MAS PATIO	238
A5 - 35:STOOP STOOP	41
A6 - 10:1S FR ONE STORY FRAME	16
A7 - 23:MG/BG MASONRY/BRICK GARAGE	645

AGREEMENT TO PURCHASE REAL ESTATE

PROJECT: Peachtree Dunwoody Road @ Telford Place
OWNER: Donald J. & Fari C. Muscolino
TAX ID#: 17-0015-0007-013-3

PROJECT #: T-0064
PARCEL #: 9

STATE OF GEORGIA, FULTON COUNTY

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

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 15 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 \$ 9,050.00, the undersigned agrees to execute and deliver to the City of Sandy Springs, 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>68.57</u>	Square Feet of Permanent Drainage Easement
<u>2,087.03</u>	Square Feet of Temporary Construction Easement

- 3) All Temporary Easements will terminate upon (2) years from the date of the conveyance of these easements or by the completion and acceptance of said project by the City of Sandy Springs Department of Public Works; whichever shall occur first.
- 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 26 day of October, 2020.

Signed, Sealed and Delivered in
the Presence of:

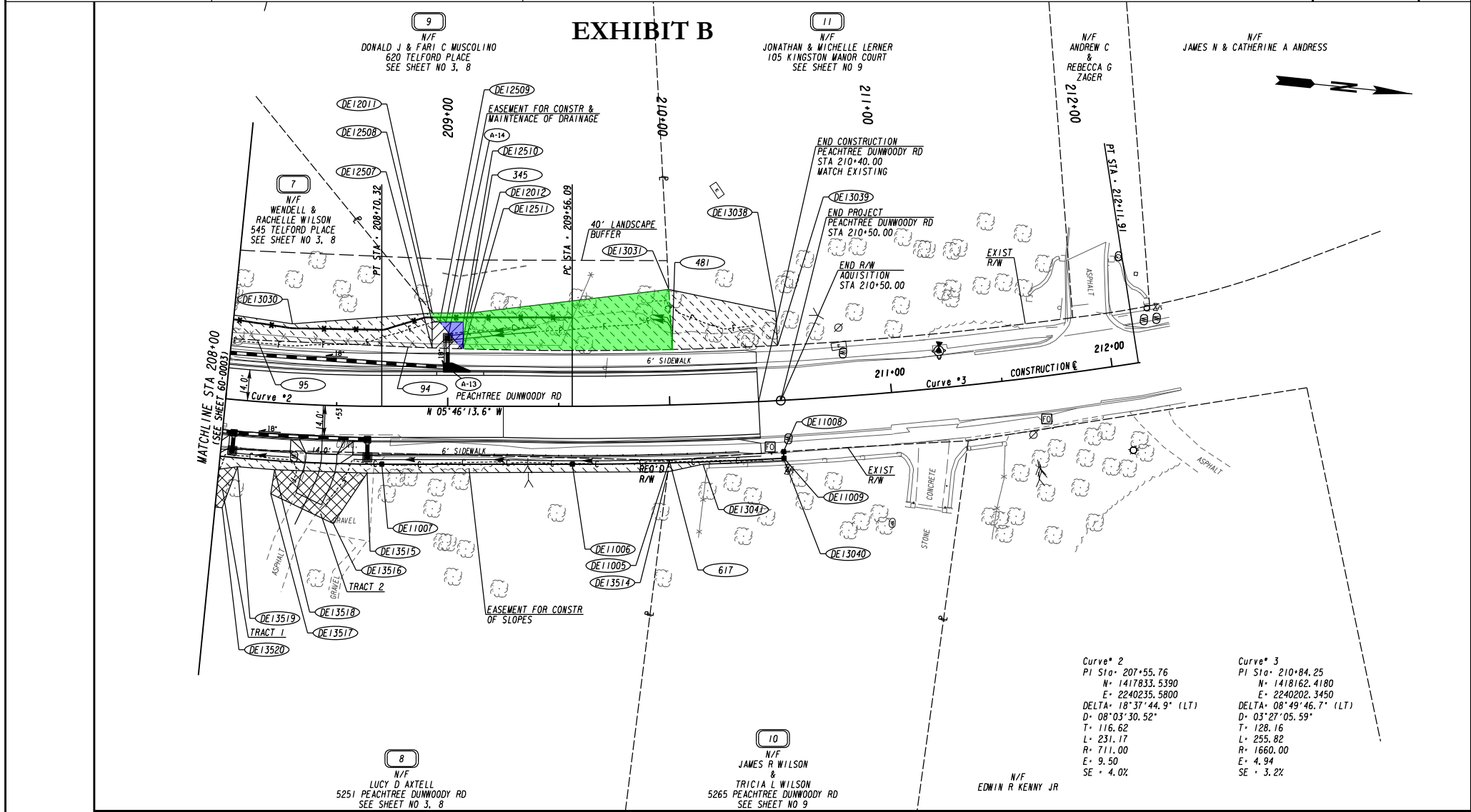
Ashia Jackson
Witness

FARI C. MUSCOLINO

Ashia Jackson
Notary Public



Donald J. Muscolino
DONALD J. MUSCOLINO



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES		BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REQ'D R/W & LIMIT OF ACCESS SCALE IN FEET 0 20 40 80	DATE	REVISIONS	DATE	REVISIONS	CITY OF SANDY SPRINGS RIGHT OF WAY MAP PROJECT NO: T0064 COUNTY: FULTON LAND LOT NO: 15 LAND DISTRICT: 17 GMD: 1100 DATE 06-26-20 SH 4 OF 9

DRAWING No.
60-0008

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A REAL ESTATE AGREEMENT
FOR A PERMANENT DRAINAGE AND TEMPORARY CONSTRUCTION
EASEMENT ON PROPERTY LOCATED IN LAND LOT 15 OF THE 17th DISTRICT,
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of a Real Estate Agreement for the acquisition of a Permanent Drainage Easement and Temporary Construction Easement by the City of Sandy Springs for property located at 620 Telford Place owned by Donald J. Muscolino in Land Lot 15 of the 17th District, Fulton County, City of Sandy Springs, Georgia

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

To facilitate the construction of the Peachtree Dunwoody at Telford Project, the City approves the acceptance of the Real Estate Agreement acquiring a Permanent Drainage Easement and Temporary Construction Easement on property located in Land Lot 15 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 17th day of November, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager
FROM: Ginger Sottile, Director of Community Development
DATE: September 29, 2020 Submission for the November 17, 2020 Meeting
ITEM: Request for Adoption of the Amendment to the 2020 CDBG Annual Action Plan

Recommendation:

Staff recommends approval of the Amendment to the 2020 Annual Action Plan.

Background:

The 2020 Annual Action Plan was adopted in May 2020. An amendment must be made to the Action Plan to account for the special allocation of Community Development Block Grant funds (CDBG-CV3) awarded to the City in September 2020.

Discussion:

The City was awarded an additional \$630,769 for COVID-19 Pandemic Response. The additional funding is proposed to be distributed to local non-profits to assist Sandy Springs citizens who are low to moderate income

The amendment reflects the additional funding and stipulates how the funds will be spent. Staff is not proposing that the funding be used any differently than the previous CDBG-CV1 grant. The amendment simply reflects the additional funding received.

Financial Impact:

The grant (CDBG-CV3) cannot be utilized until an Amendment to the 2020 Annual Action Plan is approved.

Alternatives:

N/A

Attachments:

1. 2020 Amendment to the Annual Action Plan
2. Nov 17 MCC Public Hearing Powerpoint
3. Amendment to the 2020 Annual Action Plan Resolution

2020 Annual Action Plan

Sandy Springs, GA



Amended November 17, 2020

**U.S. Department of Housing and Urban Development
Atlanta Regional Office
Five Points Plaza Building
40 Marietta Street
Atlanta, GA 30303**



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan provides a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. The Consolidated Plan is a 5-year plan which describes the City's community development priorities and multiyear goals based on an assessment of housing and community development needs, an analysis of housing and economic market conditions, and available resources.

In March 2020, Georgia was affected by the COVID-19 pandemic. In order to lessen the impact of the virus, the City of Sandy Springs along with many other local municipalities, issued a shelter-in-place order. This was done in the interest of public health, however it has led to negative economic impacts. In April 2020, it was announced that in addition to the City's normal grant allocation, an additional grant would be awarded to the City as part of the CARES Act. It was determined that for the 2020 program year, that the COVID-19 pandemic response could be a possible use of the available funding, should the need arise.

In September 2020, the City was given another special allocation of Community Development Block Grant Coronavirus (CDBG-CV3) funds, as part of the CARES Act. This additional funding will be used to prepare and respond to the COVID-19 pandemic.

2. Summarize the objectives and outcomes identified in the Plan

The Needs Assessment identified Public Improvements and Infrastructure and Public Service as the priority needs for the City. The City has determined that completion of the Roswell Road Multiyear Sidewalk Project, begun under the previous Consolidated Plan, will be the initial project for the 2018-2022 Consolidated Plan and the 2020 program year. The CDBG Program for this project will fulfill the Suitable Living Environment objective and Availability/Accessibility outcome of the CPD Performance Measurement Framework. Any future Public Service projects will also be required to fulfill one of the three objectives [(1) Decent, Affordable Housing, (2) Suitable Living Environment, and (3) Economic Opportunities] and the three outcomes [(1) Availability/Accessibility, (2) Affordability, and (3) Sustainability].

Section 108 Loan Guarantee Program

CDBG regulations 24 CFR Part 570.700 describe a process whereby Sandy Springs can leverage up to 5 times its most recent CDBG allocation from HUD to increase the impact of its CDBG funds and benefit to LMI residents.

In the summer of 2017, the City applied for an advance on its future CDBG allocations permitted under the Section 108 Loan Program in order to, more efficiently, complete Phase III of the South Roswell Road Multiyear Project. Phase III includes the design, construction, right-of-way appraisals and acquisition, utility relocations, and installation of street lighting, handicapped ramps and brick pavers on the west side of Roswell Rd from Long Island Drive to Stewart Drive (Sub-Phase I) and from Stewart Drive to Northwood Drive (Sub-phase II), which are identified LMI (low/moderate income) target areas.

In January 2018, HUD awarded the City of Sandy Springs the loan guarantee assistance under Section 108 in the principal amount of \$2.8 million. The Section 108 Loan Guarantee Program funds represent the infusion of a considerable amount of funding at once that will have a direct benefit on the LMI residents of the City.

For the 2020 Program Year, Staff anticipates using the totality of Section 108 funds to finalize the construction of Phase III within of the South Roswell Road Multiyear Sidewalk Project within the LMI target areas.

Staff previously anticipated using the 2020 grant allocation to defease the Section 108 loan debt. However, the City is now preparing for the possible use of the 2020 grant allocation to ameliorate negative economic impacts resulting from the COVID-19 pandemic. And, if needed, the City may target up to 15% of the CDBG funds currently on hand and what may be awarded to the City in 2021 to further assist in economic recovery, should the need arise.

The Community Development Block Grant Coronavirus funds will be used to prepare and respond to the COVID-19 pandemic. Specifically, the CDBG-CV3 funds will be distributed to local non-profits that serve those who are of low or moderate income.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Sandy Springs began its participation in HUD's CDBG Program in 2008 and the City's 2008-12, 2013-2017, and 2018-2022 plan identified a single priority throughout the program: infrastructure improvements. Consequently, a multiyear sidewalk program was developed for the Northern Portion of Roswell Road corridor between Dalrymple Road and the Chattahoochee River. The Roswell Road Multiyear Sidewalk Project (North), Phase I, was completed in 2013.

Under the Phase I of the Roswell Road Multiyear Sidewalk project (North), the City was able to construct 1.5 miles of sidewalks from Dalrymple Road to Northridge Road, and another 2 miles under Phase II from Northridge Road to the Chattahoochee River. Both phases included the installation of street lights, ADA ramps, brick pavers, and landscaping. Additionally, under Phase II the City completed sidewalk improvements on the north side of Hightower Trail to the Community Assistance Center, the City's largest non-profit public service provider. Phase II was completed in 2016.

In 2019, design, right-of-way and the bid process were completed for Sub-phase I. The streetscape improvements and the right-of-way acquisition is still in progress for Sub-phase II. Staff anticipates starting construction for Sub-phase I and get the design and right-of-way acquisition completed for Sub-phase II.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Sandy Springs adopted its Citizen Participation Plan in 2006. The plan serves as the City's official policy for involving the community in the development of all planning documents related to the CDBG program, and the evaluation of the program's annual performance.

In conformance with the Citizen Participation Plan, the City held the required public hearings and meetings to solicit comments on community needs as part of the development of the Annual Action Plan. Those meetings were as follows:

1. Public Hearing and Program Update on Tuesday, February 18, 2020, at 6:00 p.m. (Sandy Springs City Hall)
2. Public Hearing, Draft Review, and Public Comment Period Announcement on Thursday, May 7, 2020, at 4:00 p.m. (Sandy Springs Virtual Meeting)
3. Public Hearing and Annual Action Plan Adoption on Tuesday, May 19, 2020 at 6:00 p.m. (Sandy Springs Virtual Meeting)

In conformance with the Citizen Participation Plan, the City held the required public hearings and meetings to solicit comments on community needs as part of the development of the 2020 Amendment to the Annual Action Plan:

1. Public Hearing and Program Update on Tuesday, November 3, 2020, at 6:00 p.m. (Sandy Springs City Hall)

2. Public Hearing and Annual Action Plan Adoption on Tuesday, November 17, 2020 at 6:00 p.m. (Sandy Springs City Hall)

In addition to receiving public comments and consulting with these agencies, the City of Sandy Springs has maintained a webpage <http://spr.gs/cdbg1> dedicated to the CDBG Program and the planning and reporting documents in an effort to broaden public participation in the City's process. The City also has a dedicated email address (cdbgprogram@sandyspringsga.gov) to allow for questions or comments to be sent to the City on any aspect of the CDBG program to give the community easy access to CDBG Program information.

5. Summary of public comments

A comment was received from the non-profit Los Ninos Primeros expressing interest in being considered for a grant from the City to use for an educational program that is experiencing increased demand due to the COVID-19 pandemic. Staff responded that City Staff is proposing a Request for Proposal process for the distribution of a portion of the funding received through the CARES Act.

A comment was received at the May 7, 2020 public hearing expressing a desire for a longer public comment period and a citizen panel for the distribution of CDBG funds. The Mayor and City Council addressed the comments at the meeting.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views were accepted by the City during the Citizen Participation process.

7. Summary

Based on the current situation, the City has determined that, should the need arise, it may use its CDBG allocation for and will utilize its CARES Act allocation for the 2020 program year for the COVID-19 response. And, if needed, the City desires the ability to target up to 15% of the CDBG funds currently on hand and what may be awarded to the City in 2021 to further assist in economic recovery. The City wants to position itself to fund activities that ameliorate the negative economic impacts of the virus on Sandy Springs residents and businesses, with an emphasis on assisting low income citizens, should the need arise. To accomplish this, the City plans to distribute funds to local non-profits that serve those who are of low or moderate income as well as provide economic development loans to small businesses that serve or employ those who are of low or moderate income. The City will also explore other ways that comply with HUD guidelines to assist in the pandemic response, should they arise.

Specifically, the CDBG-CV3 funds will be distributed to local non-profits that serve those who are of low or moderate income.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SANDY SPRINGS	
CDBG Administrator	SANDY SPRINGS	Department of Community Development
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Sandy Springs Community Development Department is the lead agency responsible for planning, implementation and performance reporting for the Community Development Block Grant (CDBG) Program that is covered by this Consolidated Plan. The City will be the administrator of all projects, programs and other activities funded with annual CDBG entitlement funds.

City of Sandy Springs
Department of Community Development
1 Galambos Way
Sandy Springs, GA 30350
770-730-5600
www.sandyspringsga.gov
Ginger Sottile, Director of Community Development

Consolidated Plan Public Contact Information

For additional information, email cdbgprogram@sandyspringsga.gov or call 770-730-5600.

Website: <http://spr.gs/cdbg1>

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's Citizen Participation Plan, adopted in 2006, served as the first step in the qualification process for the CDBG program. The plan serves as the City's official policy for involving the community in the development of all planning documents related to the CDBG program and the evaluation of the program's annual performance. As required by the Citizen Participation Plan, the City consulted with a broad spectrum of service providers, nonprofit agencies and residents in the identification of community needs that may be eligible for consideration as five-year goals for the Consolidated Plan and the CDBG program. For the Annual Action Plan, the City contacted local public service agencies & advertised the required public hearing as outlined in the Citizen Participation Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Metro Atlanta Tri-Jurisdictional Collaborative Continuum of Care was dissolved in 2013, this led to the creation of Fulton County Homeless Continuum of Care (CoC) in 2014. Since the CoC was formed, a board has been created and members appointed in 2015. The City of Sandy Springs will continue to support the efforts of Fulton County CoC.

The 2017 Fulton County CoC Homeless Census Report captures inventory of homeless housing options covering the cities within South and North Fulton County, excluding the City of Atlanta. Data specific to Sandy Springs is not available. An inventory of units available for homeless citizens is outlined in the report, which is included in the Appendix to this Action Plan. Sandy Springs will continue to rely on and support Fulton County to continue addressing homeless needs.

The following facilities have been identified in the Sandy Springs area as providing some form of homeless or housing assistance. Several of these organizations were consulted as a part of the Needs Assessment process for this Action Plan.

1. Community Assistance Center, Inc.
1130 Hightower Trail, Sandy Springs, GA 30350
<http://www.ourcac.org/>, 770-552-4889

Offers emergency assistance to families in need, including financial, food, clothing and referrals. To aid in serving the community, CAC was the recipient of DCA ESG funds in 2007 to assist the homeless. The CAC received \$20,000 for prevention of homelessness and short-term homeless care to provide support

for those threatened with homelessness and those leaving incarceration. CAC data indicates that many of those served were once Sandy Springs residents prior to becoming homeless. Additionally, the City of Sandy Springs has provided the CAC an annual grant in the amount of \$100,000 since 2010 to support its programs.

2. The Drake House

10500 Clara Drive, Roswell, GA 30075

<http://www.thedrakehouse.org/> 770-587-4712

Provides 15 transitional housing units for up to 90 days to homeless single mothers with one or more children and provides life skills classes such as job readiness, personal finances, parenting skills, computer skills, and health and wellness.

3. HomeStretch

89 Grove Way, Roswell, GA 30075

<http://www.homestretch.org/> 770-642-9185

Provides 27 transitional housing units for nine to twelve months to a homeless family or a family immediately threatened with being homeless with children and also provides life skills classes

4. Mary Hall Freedom House

8995 Roswell Road, Sandy Springs, GA 30350

<http://www.maryhallfreedomhouse.org/> 770-642-5500

Provides transitional housing units along with substance abuse treatment for women and women with children.

5. Sandy Springs Mission

850 Mount Vernon Highway NW, Sandy Springs, GA 30327

<http://sandyspringsmission.org/> 404-943-1540

Provides after-school programs and food/clothing assistance.

6. Sandy Springs United Methodist Church

86 Mount Vernon Hwy, Sandy Springs, GA 30328

<http://www.ssumc.org/> 404-255-1181

This church provides clothing to persons in need and community meals bimonthly.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Child Development Association
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
2	Agency/Group/Organization	THE DRAKE HOUSE, INC.
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
3	Agency/Group/Organization	FAMILIES FIRST
	Agency/Group/Organization Type	Services-Children Services-Health

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
4	Agency/Group/Organization	Community Assistance Center
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Anti-poverty Strategy General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
5	Agency/Group/Organization	U-Hope CDC, Inc.
	Agency/Group/Organization Type	Housing Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homelessness Needs - Veterans Anti-poverty Strategy General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
6	Agency/Group/Organization	MARY HALL FREEDOM HOUSE
	Agency/Group/Organization Type	Housing Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
7	Agency/Group/Organization	Atlanta Regional Commission
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.

8	Agency/Group/Organization	Georgia Department of Community Affairs
	Agency/Group/Organization Type	Other government - State
	What section of the Plan was addressed by Consultation?	General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
9	Agency/Group/Organization	Homestretch
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
10	Agency/Group/Organization	Friends of the Sandy Springs Library
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs General Needs Assessment

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
11	Agency/Group/Organization	Heritage Sandy Springs
	Agency/Group/Organization Type	Community non-profit organization
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
12	Agency/Group/Organization	Sandy Springs Mission
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children Anti-poverty Strategy General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
13	Agency/Group/Organization	JEWSH FAMILY & CAREER SERVICES, INC.
	Agency/Group/Organization Type	Services-Children Services-Education Services-Employment

	What section of the Plan was addressed by Consultation?	Housing Need Assessment General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
14	Agency/Group/Organization	CENTER FOR PAN ASIAN COMMUNITY SERVICES, INC.
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
15	Agency/Group/Organization	Los Ninos Primero
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.

16	Agency/Group/Organization	Sharon Community Church
	Agency/Group/Organization Type	Church
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
17	Agency/Group/Organization	Sandy Springs Christian Church
	Agency/Group/Organization Type	Church
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
18	Agency/Group/Organization	CITY OF ATLANTA
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
19	Agency/Group/Organization	CITY OF ROSWELL
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
20	Agency/Group/Organization	COBB COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
21	Agency/Group/Organization	City of Dunwoody
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
22	Agency/Group/Organization	City of Brookhaven
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.
23	Agency/Group/Organization	FULTON COUNTY
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	General Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was contacted by electronic mailing regarding the Public Comment Period (May 7 – May 12), and Adoption of the 2020 Action Plan on May 19, 2020.

Identify any Agency Types not consulted and provide rationale for not consulting

The Housing Authority of Fulton County (HAFC) was the public housing agency for the unincorporated areas of Fulton County prior to the City's incorporation on December 1, 2005. The HAFC converted its public housing property, the Allen Road Mid-Rise (now called Sterling Place), located at 144 Allen Road, to the Project Based Vouchers and the Rental Assistance Demonstration (RAD) Program in 2013, rehabilitation construction was completed in February 2016. The HAFC administers 34 Housing Choice Vouchers (formerly Section 8) within the City of Sandy Springs. The City maintains an ongoing relationship with the HAFC.

For the period of this Consolidated Plan the City will not be undertaking housing activities funded through CDBG, however the City will continue to cooperate with the HAFC. HAFC has proposed and received support from the City on the rehabilitation and addition of units at the Allen Road Midrise and the disposition of the Belle Isle Apartments, which are functionally obsolete.

Business and civic leaders were not consulted because the main priority need for the City has been identified as infrastructure improvements.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Fulton County Homeless Continuum of Care	The common goal is to find more specific homeless data for Sandy Springs. The 2017 Fulton County CoC Homeless Census Report provides data for the entire county and is not specific to the city. The data found in this report is so broad that the City is unable to base a specific homelessness strategy on the data provided.

Narrative (optional)

The Housing Authority of Fulton County (HAFC) was the public housing agency for the unincorporated areas of Fulton County prior to the City's incorporation on December 1, 2005. The HAFC also operates the Allen Road Mid-rise property, a 100 unit senior and disabled housing development at 144 Allen Road, which was converted from Public Housing to the Project Based Vouchers under the Rental Assistance Demonstration (RAD) in 2013. The City maintains an ongoing relationship with the HAFC.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Sandy Springs adopted its Citizen Participation Plan in 2006. The plan serves as the City's official policy for involving the community in the development of all planning documents related to the CDBG program, and the evaluation of the program's annual performance.

In conformance with the Citizen Participation Plan, the City held the required public hearings and meetings to solicit comments on community needs as part of the development of the Annual Action Plan. Those meetings were as follows:

1. Public Hearing and Program Update on Tuesday, February 18, 2020, at 6:00 p.m. (Sandy Springs City Hall)
2. Public Hearing, Draft Review, and Public Comment Period Announcement on Thursday, May 7, 2020, at 4:00 p.m. (Sandy Springs Virtual Meeting)
3. Public Hearing and Annual Action Plan Adoption on Tuesday, May 19, 2020 at 6:00 p.m. (Sandy Springs Virtual Meeting)

In conformance with the Citizen Participation Plan, the City held the required public hearings and meetings to solicit comments on community needs as part of the development of the 2020 Amendment to the Annual Action Plan:

1. Public Hearing and Program Update on Tuesday, November 3, 2020, at 6:00 p.m. (Sandy Springs City Hall)

2. Public Hearing and Annual Action Plan Adoption on Tuesday, November 17, 2020 at 6:00 p.m. (Sandy Springs City Hall)

The City of Sandy Springs has maintained a webpage <http://spr.gs/cdbg1> dedicated to the CDBG Program and the planning and reporting documents in an effort to broaden public participation in the City's process. The City also has a dedicated email address

(cdbgprogram@sandyspringsga.gov) to allow for questions or comments to be sent to the City on any aspect of the CDBG program to give the community easy access to CDBG Program information.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community		Ads were run in the City's legal organ for the Public Hearing February 18, 2020, the Public Comment Period May 7, 2020 - May 12, 2020, and Adoption Public Hearing May 19, 2020 Another ad was run for the 2020 Amendment to the Annual Action Plan	.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish	n/a	Ads were run in the paper Mundo Hispanico for the Public Hearing February 18, 2020, the Public Comment Period May 7, 2020 - May 12, 2020, and Adoption Public Hearing May 19, 2020 Another ad was run for the 2020 Amendment to the Annual Action Plan	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3.	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	n/a	Website provided information for public hearing February 18, 2020, the Public Comment Period May 7, 2020 - May 12, 2020, and Adoption Public Hearing May 19, 2020. Website was updated with information on the Amendment to the Annual Action Plan	n/a	http://spr.gs/cdbg1

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Electronic Mailings	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	n/a	Request for comments for the Public Comment Period May 7, 2020 - May 12, 2020, and information provided on the adoption of the Action Plan on May 19, 2020. Another request for comments was sent out for the Amendment to the 2020 Annual Action Plan	n/a	

Table 3 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City anticipated receiving \$550,000 (this amount is an estimation) of CDBG funds to be available in 2020 for the selected Capital Improvement Project (CIP).

In April 2020, the City received an additional \$384,260 of funding specifically for COVID-19 pandemic relief as part of the CARES Act. The City also received its normal CDBG allocation, totaling \$653,208 for the 2020 program year.

In September 2020, the City received a special allocation of Community Development Block Grant Coronavirus (CDBG-CV3) funds in the amount of \$630,769.

In Summer 2017, the City applied the Section 108 loan to obtain alternative financing in order to complete in a single effort the Phase III of the South Roswell Road Multi Year Project.

In January 2018, HUD awarded the City of Sandy Springs the loan guarantee assistance under Section 108 in the principal amount of \$2.8 million.

The Section 108 funds will be used to finalize the design and construction of streetscape improvements as part of the South Roswell Road Multiyear Sidewalk Project (Phase III) in the City's CDBG target areas that are designated Low and Moderate Income (LMI) Census Tracts as shown on the attached map (Exhibit C).

However, the 2020 grant allocation is still anticipated to be used to defease the Section 108 loan debt, but wants to be able to utilize some or all of the 2020 grant allocation and all of the CARES Act allocation for the COVID-19 pandemic response. The City plans to distribute funds to local non-profits that serve those who are of low or moderate income as well as provide economic development loans to small businesses that serve

or employ those who are of low or moderate income.

The City plans to distribute the CDBG-CV3 funds to local non-profits who assist and serve those of low or moderate income.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	653,208	0	627,731		TBD	Funds to be used to defease the Section 108 loan debt, but may also be used to provide grants for local non-profits and economic development loans for local businesses
Section 108	public - federal	Acquisition Public Improvements Public Services	2,872,000	0	0	2,872,000	2,872,000	Priority to be given to infrastructure projects in LMI target areas.
CARES Act	public-federal	COVID-19 pandemic response	384,260	0	0	384,260	384,260	Priority to be given to providing grants for local non-profits and economic development loans for local businesses

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CARES Act	Public-federal	COVID-19 pandemic response	630,769	0	0	630,769	630,769	Priority to be given to providing grants for local non-profits to serve and assist those who are low-moderate income

Table 4 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

For 2020, CDBG funds will not be leveraged with other private, state, or local funds. There are no matching requirements for the CDBG Program.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

For Phase III, the proposed sidewalk improvements would potentially require land acquisition on both sub-phases (sub-phase I and sub-phase II). However, there is no anticipated use of publically owned land as part of the COVID-19 response.

Discussion

No additional discussion at this time.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1.	Public Improvements & Infrastructure	2019	2022	Non-housing community development	52.5 % LMI Census Tracts	Public Improvement & Infrastructure	\$TBD	Public facility or infrastructure activities other than low/moderate income housing. Benefit: 4830 Persons Assisted
2.	COVID-19 Pandemic Response	2020	TBD		n/a	Public Service and Economic Development	\$653,208 & an additional CARES Act allocation of \$384,260 & another additional CARES Act allocation of \$630,769	Public service and economic development activities that aid in COVID-19 relief. Benefit: Clients at local non-profits and local businesses (low to moderate income employees and/or clients)

Table 5 – Goals Summary

Goal Descriptions

1	Goal Name	Public Improvements and Infrastructure
	Goal Description	The project will improve connectivity in CDBG target areas along the Roswell Road transportation corridor. Ultimately, the City desires to construct 1.2 miles of sidewalk to improve the network in the identified target areas, install required ADA improvements and make other improvements to the existing sidewalk network where none currently exists. Streetscape (Phase III) improvements will take place along Roswell Road . The sub-phase 1 segment will include sidewalks on the west side of Roswell Road/SR 9 between Long Island Drive to Stewart Drive Sub-phase 2 segment will include sidewalks on the west side of Roswell Road/SR 9 between Stewart Drive and Northwood Drive.
2	Goal Name	COVID-19 Pandemic Response
	Goal Description	The City will allow local non-profits to apply for grants to aid them in their response to the COVID-19 pandemic. For a non-profit, this may include providing funding assistance to families affected by COVID-19 job loss with rent or utility payments or making improvements to their facilities that allow them to better and more efficiently serve the community. The City will also consider economic development loans to small businesses that serve or employ those who are of low to moderate income. The City will also explore other ways that comply with HUD guidelines to assist in the pandemic response, should they arise.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Sandy Springs began its participation in HUD’s CDBG Program in 2008 and the City’s 2008-12, continued under the 2013-2017 plan, identified a single priority for the first five years of its program: infrastructure improvements. Phase I and Phase II of the multi-year sidewalk project in the north-end of Roswell Road was completed. Now design and construction work have commenced for Phase III of the south-end portion of Roswell Road. In light of the recent pandemic, the City has determined that for the 2020 program year, the priority project still be used to fund the Roswell Road sidewalk project, but may be utilized for the COVID-19 response. The Strategic Plan adopted in the 2018-2022 Consolidated Plan

will be concurrently amended to reflect this possible shift in funding.

In summer 2017, the City applied for the Section 108 loan to obtain alternative financing in order to complete in a single effort the Phase III of the South Roswell Road Multi Year Project.

In January 2018, HUD awarded the City of Sandy Springs the loan guarantee assistance under Section 108 in the principal amount of \$2.8 million.

The Section 108 funds will be used in the 2020 Program Year to finalize the design and construction of streetscape improvements as part of the South Roswell Road Multiyear Sidewalk Project (Phase III) in the City's CDBG target areas that are designated Low and Moderate Income (LMI) Census Tracts. The 2020 grant allocation was originally anticipated to be used to defease the Section 108 loan debt. However, as stated above, the 2020 grant allocation may shift towards funding the COVID-19 response, and the additional CARES Act allocation will be used for the COVID-19 response.

The additional CDBG-CV3 allocation will be used for COVID-19 Pandemic Response.

Projects

#	Project Name
	Section 108 S Roswell Road Multiyear Sidewalks
	COVID-19 Pandemic Response

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In light of the recent pandemic, the City has determined that for the 2020 program year, the priority plan emphasis will be the COVID-19 response. The Strategic Plan adopted in the 2018-2022 Consolidated Plan will be concurrently amended to reflect this new project, as well as the possibility of diverting funds from the City's 2020 grant allocation to help support in the COVID-19 pandemic response.

AP-38 Project Summary

Project Summary Information

1	Project Name	Section 108 S Roswell Road Multiyear Sidewalks
	Target Area	52.5 % LMI Census Tracts
	Goals Supported	Public Improvements and Infrastructure
	Needs Addressed	Public Improvement & Infrastructure
	Funding	CDBG: \$TBD
	Description	Phase III of the South Roswell Road Multiyear Project will include the design, inclusive of environmental work, and right-of-way acquisition for street scape improvements along Roswell Rd.. See attached map of the selected areas for the pedestrian sidewalk improvements. Construction will include newly acquired right-of-way, some demolition of existing sidewalks, modification to utility vaults, and other minor alterations. Phase III will include two sub-phases: Sub-phase 1 and Sub-phase 2. The Sub-phase 1 segment will include sidewalks on the west side of Roswell Road/SR 9 between Long Island Drive and Stewart Drive. Sub-phase 2 segment will include sidewalks on the west side of Roswell Road/SR 9 between Stewart Drive and Northwood Drive.
	Target Date	5/1/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 4,830 families will benefit from the proposed activities.
	Location Description	Roswell Road Corridor in Sandy Springs from Roswell Road to GA-400 on Northridge Road & Roswell Road South of I-285, from Long Island Drive to Stewart Drive and from Stewart Drive to Northwood Drive.

	Planned Activities	The goal of South Roswell Road Sidewalk Project is to complete the sidewalk network in the qualified target areas along the Roswell Road corridor to improve pedestrian access to commercial and retail services, City parks, public transit, the North Fulton County Service Center and other services. To complete this project, damaged walkways will be replaced and areas lacking sidewalks will have new sidewalks installed. All sidewalk improvements will meet the ADA design standards, along with the City's Suburban Overlay District Standards. The overlay district standards require paving accents, street lighting, landscaping and other improvements to complete the sidewalk network.
2	Project Name	COVID-19 Response
	Target Area	n/a
	Goals Supported	COVID-19 Response
	Needs Addressed	Public Service and Economic Development
	Funding	CDBG: \$653,208 CARES Act: \$384,260 CARES Act (CDBG-CV3): \$630,769
	Description	The City will allow local non-profits to apply for grants to aid them in their response to the COVID-19 pandemic. For a non-profit, this may include providing funding assistance to families affected by COVID job loss with rent or utility payments or making improvements to their facilities that allow them to better and more efficiently serve the community. The City will also consider economic development loans to small businesses that serve or employ those who are of low to moderate income. The City will also explore other ways to assist in the pandemic response that comply with HUD guidelines, should they arise.
	Target Date	n/a
	Estimate the number and type of families that will benefit from the proposed activities	Families that are served by local non-profits and low to moderate income employees and clients of local businesses.
	Location Description	City of Sandy Springs

	Planned Activities	The City will allow local non-profits to apply for grants to aid them in their response to the COVID-19 pandemic. For a non-profit, this may include providing funding assistance to families affected by COVID-19 job loss with rent or utility payments or making improvements to their facilities that allow them to better and more efficiently serve the community. The City will also consider economic development loans to small businesses that serve or employ those who are of low to moderate income. The City will also explore other ways to assist in the pandemic response that comply with HUD guidelines, should they arise.
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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Phase III of the Roswell Road Multiyear Sidewalk Project will be completed in qualified target areas along the Roswell Road corridor. Phase III will be completed in two sub-phases: Sub-phase I along Roswell Road from Long Island Drive to Stewart Drive, and Sub-Phase II from Stewart Drive to Northwood Drive, specifically within Census Tracts 010212-1, 010212-3, 010113-2, 010113-1, 010114-1, and 010114-3. 2020 CDBG funds will most likely be used to defease the Section 108 loan that funds the above described projects in the stated locations. However, the City may be targeting low to moderate income individuals through public service grants and economic development loans, should the need arise.

Geographic Distribution

The geographic allocation of the City's CDBG funds is guided by the determination that these funds can have the greatest impact when targeted to specific areas and leveraged with other local, state and federal investments. The CDBG LMI target area map is attached. As provide for at 24 CFR Part 570.208(a)(1)(ii), the City may elect to use these target areas to meet National Objective requirements for selected projects that specifically meet the Area Benefit category of activities. For the 2020 program year, specific census tracts will still be targeted – as the funds will most likely be utilized for projects in these target areas. As well, the City will be targeting low to moderate income individuals through public service grants and economic development loans.

Target Area	Percentage of Funds
52.5 % LMI Census Tracts	100

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The geographic allocation of the City's CDBG funds is be guided by the determination that these funds can have the greatest impact when targeted to specific areas and leveraged with other local, state and federal investments. The CDBG LMI target area map is attached. As provide for at 24 CFR Part 570.208(a)(1)(ii), the City may elect to use these target areas to meet National Objective requirements for selected projects that specifically meet the Area Benefit category of activities.

For the 2020 program year, for the project COVID-19 Pandemic Response, the City is not specifically allocating investments geographically as it is not the best strategy for distributing relief funds though the funds will most likely be utilized for projects in these target areas. As well, the City will be targeting low

to moderate income individuals through public service grants and economic development loans.

Exception Status

It is important to also note that since 2008 HUD granted the City of Sandy Springs exception status based on the upper quartile calculation that permits the City to apply an LMI (low/moderate income) Area Benefit threshold of 42.75% to these project activities in the designated target areas. In 2019, the City lost the exception status, as its upper quartile threshold became 52.5%. The map attached illustrates the U.S. Bureau of the Census Tracts where at least 52.5 % of the resident population in Sandy Springs is LMI.

Discussion

The sidewalk project will improve pedestrian access to jobs, commercial and retail services, City parks, public transit, and other services for the Target Area. The project, COVID-19 Response, will help ameliorate the negative economic impacts of the current pandemic.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

According to the 2012-2016 American Community Survey 5-year Estimates, approximately 53.4% of the units of the City are renter-occupied. The market conditions do not indicate a need for new unit production. However, the Needs Assessment section of the Consolidated Plan indicates the availability of affordable units and cost burden are the issues. A study of existing housing data from the Census and other sources indicates the highest priorities for unmet needs are associated with small related and elderly households.

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	N/A
Non-Homeless	N/A
Special-Needs	N/A
Total	N/A

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	N/A
The Production of New Units	N/A
Rehab of Existing Units	N/A
Acquisition of Existing Units	N/A
Total	N/A

Table 9 - One Year Goals for Affordable Housing by Support Type

Discussion

The City's affordable housing strategy highlighted steps taken by the City to limit barriers to affordable housing, such as adopting Zoning Ordinances that allow for mixed-use, mixed-housing developments.

The Next 10 Comprehensive Plan identifies that current housing market tends toward either expensive, large-lot single-family homes, or aging rental apartments, resulting in the "missing middle," meaning little housing supply for middle-class earners. As demand for rental apartments and for-sale housing continues to increase, the City will need to expand its housing options to accommodate different housing preferences or residents such as the elderly, disabled, and millennials. The Next 10 has set priority actions such as exploring workforce-housing policies and zoning ordinances to incentivize the

development of workforce housing. As part of the implementation of the priority actions stated in the Next 10.

The Next 10 Comprehensive Plan adopted in February 2017 has addressed housing needs and opportunities. The following are the priority actions stated in the in the Housing chapter of the Next 10 Plan:

- 1. Preserve existing single-family neighborhoods.*
- 2. Increase supply of housing and range of housing choices.*
- 3. Promote workforce and mixed-income housing.*
- 4. Provide housing options to complement local employment growth and improve the city's jobs-housing balance.*
- 5. Provide housing for seniors and other special-needs populations.*
- 6. Focus new housing supply in mixed-use areas.*

The Next Ten Comprehensive Plan also adopted housing activities that seek to increase housing choices and supply as well as promote workforce and mixed-income housing options, in particular the following actions address affordability:

H-B1.1. Adopt a workforce housing definition and policy. Analyze options and prepare a white paper, including financial feasibility.

H-B1.2. As part of the Sandy Springs Development Code, establish zoning to encourage both more housing and a greater range of housing choices including workforce housing.

H-B3.5. Provide resources and assistance to encourage the redevelopment of older apartment complexes to include greenspace, small-lot, cottage style single family homes, and other owner occupied housing where feasible.

A new development code was adopted in August 2017, which provides incentives such as height bonuses in exchange for affordable workforce housing units.

The City established the North End Revitalization Task Force in February 2018 responsible for conducting detailed research and analysis on available resources and tools to be used to incentivize and promote the construction of new affordable workforce housing.

In January 2019, the Task Force submitted a plan for the north-end revitalization, which included among other recommendations “a variety of housing types and prices that maintains the diversity the North End already has and invites others to move there.”

AP-60 Public Housing – 91.220(h)

Introduction

The City does not plan to undertake capital improvements that directly affect public housing.

Actions planned during the next year to address the needs to public housing

The Housing Authority of Fulton County (HAFC) was the public housing agency for the unincorporated areas of Fulton County prior to the City's incorporation on December 1, 2005. The HAFC converted its Allen Road Mid-Rise its public housing property located at 144 Allen Road, to the Project Based Vouchers and the Rental Assistance Demonstration (RAD) Program in 2013, rehabilitation construction was completed in February 2016. The HAFC administers 34 Housing Choice Vouchers (formerly Section 8) within the City of Sandy Springs. The City maintains an ongoing relationship with the HAFC.

As stated in the Next 10 Comprehensive Plan the City will "maintain strong relationships with the Housing Authority of Fulton County (HAFC) and other local organizations that specialize in providing programs such as housing vouchers, home repair, or retrofit assistance, and other services for senior residents, the disabled, and other special-needs populations." (Page 167)

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City does not plan to take any actions to encourage resident participation in public housing management and/or homeownership programs at the facilities managed by the Housing Authority of Fulton County (HAFC).

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

n/a

Discussion

Though the City will not undertake any direct public housing activities during 2020, the sidewalk programs which will result from CDBG funding will improve mobility and accessibility in the area.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

With respect to homelessness, the Annual Action Plan must include the jurisdiction's strategy for reducing and ending homelessness through:

- (1) Helping low-income families avoid becoming homeless;
- (2) Reaching out to homeless persons and assessing their individual needs;
- (3) Addressing the emergency shelter and transitional housing needs of homeless persons; and
- (4) Helping homeless persons (especially any persons that are chronically homeless) make the transition to permanent housing and independent living.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will continue to support agencies in the area that provide homeless and other services to low and moderate-income individuals. While the City has not adopted any specific strategies to address homelessness and the priority needs of homeless persons, the City has provided a \$100,000 grant from its general fund to the Community Assistance Center annually since 2010. These grant funds have been used by the CAC to further its programs for low and moderate-income individuals. Additionally, the proposed sidewalk project will provide improved access to these types of agencies and supportive services. In the 2020 program year, the City proposes to provide additional grant funds to the CAC to assist the non-profit in responding to the negative impacts of the pandemic.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City's strategy is to continue to support Public Service agencies located within the City such as the Community Assistance Center. In late 2006, the CAC, at the encouragement of the Northwood Neighborhood Association, submitted an application for Emergency Shelter Grant funds to expand services to the community. A \$20,000 DCA ESG grant was received by the CAC in 2007. In the 2020 program year, the City proposes to provide additional grant funds to the CAC to assist the non-profit in responding to the negative impacts of the pandemic.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

While there are agencies that provide homeless services and housing options in Sandy Springs and North Fulton County, the need “gaps” identified in the 2013 Metro Atlanta Tri-Jurisdictional Continuum of Care Homeless Census Report cover the metro area – not just Sandy Springs. Therefore, without data that clearly documents homeless needs specific to Sandy Springs it is difficult to discuss such needs. It is also important to note that according to the 2013 Metro Atlanta Tri-Jurisdictional Collaborative for the Homeless point-in-time homeless census, 87% of the homeless individuals identified were in the city of Atlanta, 8% in DeKalb county and 5% in Fulton County (outside the city of Atlanta). This would lead to an assumption that in comparison to surrounding jurisdictions, Sandy Springs could be expected to have very few homeless.

Additionally, the 2017 Fulton County CoC Homeless Census Report captures inventory of homeless housing options, however data specific to Sandy Springs is not available. An inventory of the homeless units available is outlined in the report, which is included in the Appendix. There is a total of 119 emergency shelter beds and 145 transitional housing beds as of 1/26/17 (page 15) in South and North Fulton County, excluding the City of Atlanta. In 2017, the total of all sheltered people in households reached to 203 people (page 4). The report provides, these numbers at the county level, but does not break it down by local jurisdiction, therefore it is difficult to assess the specific homeless needs in the city. As such, the City has not proposed a strategy for rapid-rehousing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City has not adopted any specific strategies to address homelessness and the priority needs of homeless persons. This is due largely to the lack of existing data on homeless people in the City. Furthermore, the City does not have a strategy at the present time to help families and individuals at risk of becoming homeless.

Additionally, the 2012-2016 American Community Estimates, among the civilian noninstitutionalized population, the City has close to 6,493 residents with a disability. Of the City’s disabled population, the largest groups were related to physical disabilities. Although the City is not proposing to add any special needs housing, the plan to improve pedestrian mobility in the target areas will benefit disabled residents as well. The Next 10 Plan sets as one of its actions to “*avoid regulations and practices that*

would discourage the provision of housing for persons with disabilities” (167)

Discussion

For the period of this Consolidated Plan, the City’s strategy for addressing the homeless needs identified is to better document the specific needs of the homeless in Sandy Springs, separate from those reported for the Tri-Jurisdictional area that includes the city of Atlanta, Fulton and DeKalb Counties combined. This is a necessary strategy to develop a measured and thoughtful approach to addressing these needs.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City's Analysis of Impediments to Fair Housing (AI) outlines as a key issue impacting the development of affordable housing and residential investment.

3. Lack of Available Land for Development.

The 2007-20 Comprehensive Plan was recently updated in February 2017 through the adoption of the Next Ten Comprehensive Plan, unlike the 2007-2027 Comprehensive Plan, the Next Ten Plan projects that the City's population will grow by 43% or 45,213 people between 2016 and 2040. The city still is impacted by the lack of available land for new development, as available vacant land is undevelopable due to topography limitations and the location and preservation of existing natural resources. Despite this, the city continues to experience significant pressure for residential and commercial development, which will most likely lead new redevelopment to occur by replacing old land uses for new ones in underutilized areas of the city where aging buildings, shopping centers, and parking lots are located.

As population grows in the city, additional housing supply will need to be available. This is illustrated by the following quote from the Next Ten Comprehensive Plan:

“While there is demand for much more growth, the scarcity of available land and high land costs—combined with the need to protect neighborhoods, green space and natural assets—imposes a ceiling on this potential and places a premium on each opportunity for change. This requires utilizing land more efficiently, thoughtfully and strategically through a more compact community form and a greater mixing of land uses. Meanwhile, new housing options will be required to meet the needs of growing demographics, such as millennials, empty-nesters and seniors, many of whom prefer to live in more urban, compact and walkable environments with a mix of uses. At the same time, there is a need to accommodate members of the Sandy Springs workforce and potential residents who cannot afford to live in the city with smaller-lot single-family housing options and townhomes.” (Page 43)

The Next Ten Comprehensive Plan notes that the housing stock in Sandy Springs is predominantly multifamily and aging. While the age of some of the developments in the City makes them inherently affordable, it also makes these units obsolete. The Sandy Springs City Council has adopted policies and regulations such as the Apartment Inspection Ordinance to ensure that property owners are maintaining their properties in a safe and sanitary state consistent with the International Property Maintenance Code and other regulations.

The City has taken steps towards limiting barriers to affordable housing, such as adopting Zoning Ordinances that allow for mixed-use, mixed-housing developments, the City in its AI highlighted the following recommendation for future policy development:

Annual Action Plan

50

7. Future Comprehensive Plan updates should analyze opportunities to directly incentivize the inclusion of mixed-income housing in future redevelopment projects consistent with Sandy Springs' policies.

This recommendation has been addressed through the adoption of the Next Ten Comprehensive Plan adopted in February 2017. It states the following priority actions for housing needs:

A. Preserve established single-family neighborhoods

H-A1.1. Implement measures to preserve established single-family neighborhoods.

B. Provide more quality housing and offer a greater range of housing choices

H-B1.1. Adopt a workforce housing definition and policy. Analyze options and prepare a white paper, including financial feasibility.

H-B1.2. As part of the Sandy Springs Development Code, establish zoning to encourage both more housing and a greater range of housing choices including workforce housing.

H-B1.3. Adopt a workforce housing ordinance specifying the number/percentage of units to be set aside as workforce housing and the size of projects to which this requirement applies.

H-B1.4. Prepare update to the City's Consolidated Plan per HUD requirements. Include housing resources program as part of update.

H-B3.5. Provide resources and assistance to encourage the redevelopment of older apartment complexes to include greenspace, small-lot, cottage style single family homes, and other owner occupied housing where feasible.

C. Incorporate residential uses in mixed-use areas

H-C1.1. As part of the Sandy Springs Development Code, establish zoning to encourage inclusion of residential uses as part of mixed-use redevelopment in applicable character areas. (Page 220)

The City adopted the new development code in August 2017, the code provides incentives such as height bonuses in exchange for affordable workforce housing units.

The City established the North End Revitalization Task Force in February 2018 responsible for conducting detailed research and analysis on available resources and tools to be used to incentivize and promote the construction of new affordable workforce housing.

In January 2019, the Task Force submitted a plan for the north-end revitalization, which included among other recommendations "a variety of housing types and prices that maintains the diversity the North End already has and invites others to move there."

Actions it planned to remove or ameliorate the negative effects of public policies that serve

as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Please see discussion below.

Discussion:

For the period of the Consolidated Plan, the City will analyze and implement the housing priority actions and activities adopted in the 2017 Next Ten Comprehensive Plan discussed above, which include: creating a Task Force for recommendations on how to promote more affordable workforce housing, adopt a workforce housing ordinance, and continue to provide incentives for the development of affordable workforce housing in the Development Code.

The city adopted the Economic Development Incentive Policy for Business and Employment Growth in 2011 and updated it in July 2017 to include incentives for Affordable Workforce Housing. Available incentives include permit fee and/or impact fee waivers for projects with 150+ new/replacement housing units that have at least 20 percent of the units available for families with annual incomes of no more than 120 percent of the area median income.

AP-85 Other Actions – 91.220(k)

Introduction:

The Annual Action Plan must describe the jurisdiction's planned actions to carry out the following strategies outlined in the Consolidated Plan:

- Foster and maintain affordable housing;
- Evaluate and reduce lead-based paint hazards;
- Reduce the number of poverty-level families;
- Develop institutional structure; and
- Enhance coordination.

Actions planned to address obstacles to meeting underserved needs

As noted in the Housing Authority of Fulton County (HAFC) 5-year Plan and Annual Plan public housing units are typically fully occupied. The primary need for tenants and applicants on waiting lists who are predominantly elderly and disabled is the availability of affordable units.

The priority for the Housing Authority of Fulton County (HAFC) outlined in the agency's 5-year Plan is to maximize the number of affordable units available to the agency and increasing the number of affordable units overall.

The HAFC plans to meet its 5-year goals by:

- (1) Leveraging affordable housing resources in the community through the creation of mixed - finance housing
- (2) Applying for additional Housing Choice Vouchers should they become available
- (3) Pursuing housing resources other than public housing or HCV tenant-based assistance.

For 2020, the City does not plan to undertake any actions to address affordable housing needs.

Actions planned to foster and maintain affordable housing

As part of the implementation of the priority actions stated in the Next 10, the City established the North End Revitalization Task Force in February 2018 responsible for conducting detailed research and

analysis on available resources and tools to be used to incentivize and promote the construction of new affordable workforce housing.

In January 2019, the Task Force submitted a plan for the north-end revitalization, which included among other recommendations “a variety of housing types and prices that maintains the diversity the North End already has and invites others to move there.”

The city will continue implementing the Economic Development Incentive Policy for Affordable Housing. Available incentives include permit fee and/or impact fee waivers for projects with 150+ new/replacement housing units that have at least 20 percent of the units available for families with annual incomes of no more than 120 percent of the area median income. Also, the City will implement the housing activities stated in the Next Ten Comprehensive Plan such as establishing zoning to encourage greater range of housing choices, adopt a workforce housing ordinance, provide resources and assistance to encourage the redevelopment of priority redevelopment areas.

Actions planned to reduce lead-based paint hazards

The 2010 Census indicates that approximately 30% of the renter-occupied units within the City have the potential to contain lead-based paint. These units would mostly be located in the LMI income areas of the City. However, more detailed information would be required prior to developing a strategy for addressing lead-based paint. At the present time, the City is not planning to undertake any housing activities and will not disturb lead-based paint. The City will coordinate with the Fulton County Health Department to reduce lead-based paint hazards for children. In addition, the City's code enforcement department will be alert for lead-based paint hazards.

Actions planned to reduce the number of poverty-level families

The core premise of the anti-poverty strategy is that employment is the vehicle through which those who are impoverished can best achieve the goal of self-sufficiency. The most efficient method for reaching this goal is for the City to strive for an economic climate that leads to the availability of a wide range of possible jobs available for these individuals. In 2012, the City adopted an Economic Development Plan with a city-wide focus and a City Center Master Plan to guide the redevelopment of the City's core area. Both of these plans focus on priorities adopted by the City Council to attract, retain, and strengthen business activities throughout the City and across all employment sectors. In addition to these plans, in 2010 the state of Georgia announced that Sandy Springs had been chosen for the Opportunity Zone Job Tax Credit Program which will help encourage new businesses to locate in the City - or existing businesses to expand. The program is administered by the Georgia Department of Community Affairs and offers the highest tax advantages for companies and is the most user-friendly job tax credit in the state. It allows businesses to apply a tax credit of \$3,500 per net new job created

against the company's state income tax liability.

Actions planned to develop institutional structure

For the period of the 2018-22 Consolidated Plan, the City's strategy for addressing the special needs populations is to ensure continued review and evaluation of permit applications for compliance with ADA requirements.

Actions planned to enhance coordination between public and private housing and social service agencies

While the City has not adopted any specific strategies to address homelessness and the priority needs of homeless persons, the City has provided a \$100,000 grant from its general fund to the Community Assistance Center annually since 2010. These grant funds have been used by the CAC to further its programs for low and moderate-income individuals. In addition to continuing its support of the CAC, the City's objectives for enhancing coordination will be as follows:

1. Coordinate with the Fulton County Office of Workforce Development to determine if programs or partnerships with service agencies could help the City achieve a reasonable antipoverty strategy

Discussion:

The actions outlined above will facilitate the City's ability to overcome obstacles in meeting the underserved needs of the identified populations.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|---|-------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | \$TBD |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan | |
| 3. The amount of surplus funds from urban renewal settlements | |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan. | |
| 5. The amount of income from float-funded activities | |
| Total Program Income | \$TBD |

Other CDBG Requirements

1. The amount of urgent need activities

Discussion

The City determined that it will use its CDBG allocation for the Roswell Road sidewalk project, with the possibility of diverting some or all of the funds for the COVID-19 response, as well as the CARES Act allocation for the 2020 program year for the COVID-19 response. And, if needed, the City desires the ability to target up to 15% of the CDBG funds currently on hand and what may be awarded to the City in 2021 to further assist in economic recovery. The City proposes to fund activities that ameliorate the negative economic impacts of the virus on Sandy Springs residents and businesses, with an emphasis on assisting low income citizens. To accomplish this, the City plans to distribute funds to local non-profits that serve those who are of low or moderate income as well as provide economic development loans to small businesses that serve or employ those who are of low or moderate income. The City will also explore other ways that comply with HUD guidelines to assist in the pandemic response, should they arise.

Mayor and City Council Public Hearing

November 17, 2020

Amendment to the 2020 Annual Action Plan



SANDY SPRINGS™
GEORGIA

Amendment to the 2020 Annual Action Plan

Amendment to the 2020 Annual Action Plan

- The City received an additional grant, CDBG-CV3, in the amount of \$630,769 for COVID-19 Pandemic Response
- The Action Plan must be amended to reflect this additional funding
 - The City proposes to use the CDBG-CV3 grant funds to continue aiding local non-profits in their COVID-19 Pandemic Response
 - With the previous CDBG-CV grant funds, the City has been able to provide funding to local non-profits who provide rental assistance and supplementary education/child care

Amendment to the 2020 Annual Action Plan

- The draft amendment to the 2020 Annual Action Plan was posted online at spr.gs/cdbg1
- Public comment period for the 2020 Annual Action Plan was from November 3, 2020 and will close on November 9, 2020
- Staff recommends approval of the Annual Action Plan

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION AUTHORIZING THE SUBMISSION OF THE CITY OF SANDY SPRINGS AMENDMENT TO THE 2020 ANNUAL ACTION PLAN FOR THE CDBG PROGRAM TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, since 1974 the Community Development Block Grant Program (CDBG) has been an important federal resource for cities to assist their low- and moderate-income communities, eliminate slums and blight, and address urgent needs; and

WHEREAS, the City has prepared and previously adopted its 2020 Annual Action Plan as per 24 CFR Part 91.220 for the purposes of continuing its participation in the CDBG Program; and

WHEREAS, the City received an additional grant allocation, CDBG-CV3, for COVID-19 Pandemic Response; and

WHEREAS, the 2020 Annual Action Plan must be amended to reflect this additional grant; and

WHEREAS, the City held a public hearing on November 3, 2020, & November 17, 2020 to provide an opportunity for Sandy Springs' residents to comment on the City's proposed uses of the 2020 CDBG allocation; and

WHEREAS, the City advertised the draft Amendment to the 2020 Annual Action Plan for a 5-day public comment period from November 3, 2020, through November 9, 2020; and

WHEREAS, the final Amendment to the 2020 Annual Action Plan was adopted and approved for submission to the U.S. Department of Housing and Urban Development at the regular City Council meeting on November 17, 2020, prior to the submission deadline.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, AND IT IS RESOLVED BY THE AUTHORITY OF SAID CITY COUNCIL.

By passage of this resolution, the City of Sandy Springs Mayor and City Council authorizes submission of the 2020 Annual Action Plan, the execution of the 2020 CDBG grant agreement or other necessary program documents, and the provision of an original copy of this resolution to the U.S. Department of Housing and Urban Development for the purposes described in this resolution.

RESOLVED this 17th day of November 2020.

Approved:

Russell Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
Seal:



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Ginger Sottile, Director of Community Development

DATE: September 29, 2020 Submission for the November 17, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Award Grant Funds as part of the CDBG-CV3 Grant Received by the City of Sandy Springs from the U.S. Department of Housing and Urban Development for COVID-19 Pandemic Response; to Authorize the Preparation of Contracts Setting the Terms and Conditions for the Granting of Such Funds; and to Authorize the City Manager to Execute Aforementioned Contracts

Recommendation:

Staff recommends that City Council approve the attached resolution awarding \$630,769 to local non-profits to provide services to individuals and families impacted by COVID-19.

Background:

As part of the City's participation in the Community Development Block Grant (CDBG) program, through the U.S. Department of Housing and Urban Development (HUD), the City was awarded a \$630,769 CDBG-CV3 grant for COVID-19 Pandemic Response. This funding is in addition to the CDBG-CV1 grant awarded to the City in the Spring.

In June 2020 the City underwent a procurement process and identified 3 local non-profits as grant recipients. The additional funding, CDBG-CV3, is proposed to be distributed among the previously identified local nonprofits: Community Assistance Center, Los Niños Primero, and Sandy Springs Mission.

Discussion:

Over the past few months, the CAC, Los Ninos Primero, and Sandy Springs Mission have provided valuable pandemic relief. Distribution of the additional grant funding will allow these nonprofits to continue the necessary work of providing rental assistance and educational opportunities to Sandy Springs citizens.

Financial Impact:

These programs are funded by the CDBG-CV3 allocation.

Alternatives:

The City could identify new targets for the COVID-19 Pandemic Response funding.

Attachments:

1. CDBG-CV3 Contract CAC
2. CDBG-CV3 Contract Los Ninos Primero
3. CDBG-CV3 Contract Sandy Springs Mission
4. Resolution for CDBG-CV3 Allocations

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA, AND
THE COMMUNITY ASSISTANCE CENTER, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2020, by and between the **CITY OF SANDY SPRINGS, GEORGIA** (“City”), and **THE COMMUNITY ASSISTANCE CENTER, INC.** (“Sub-recipient”).

WITNESSETH:

WHEREAS, the City has received an allocation from the United States Department of Housing and Urban Development (“HUD”) as part of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), Public Law 116-136, for response to the COVID 19 virus pandemic (“Pandemic”); and

WHEREAS, this grant is a special allocation of the Community Development Block Grant program (“CDBG Program”) whereby allocated funds must be used to prevent, prepare for and respond to the Pandemic (“COVID-19 Program”); and

WHEREAS, the primary objective of the CDBG Program generally is the development of viable urban communities, including decent housing and a suitable living environment, and the expansion of economic opportunities principally for persons of low and moderate income; and

WHEREAS, the primary objectives of the COVID-19 Program is to assist in meeting the emergency needs within the City related to the Pandemic in order to prevent, prepare for and respond to the virus; and

WHEREAS, the provision of public services which are directed toward improving the community's public services and facilities, including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, housing and food, energy conservation, welfare, or recreation is an eligible CDBG activity; and

WHEREAS, the Sub-recipient is a public or private nonprofit agency, authority or organization which has submitted a proposal which complies with the objectives of the CDBG Program and the COVID-19 Program and qualifies as an activity eligible for funding in that it is an expanded service related to the impacts of the Pandemic on employment;

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the City and the Sub-recipient agree as follows:

I. AGREEMENT DOCUMENTS

The Agreement Documents shall consist of the proposal submitted by the Sub-recipient (“Project”), this Agreement and the following four (4) attachments, all of which are incorporated by reference into this Agreement:

Attachment I: The Sub-recipient's goals and objectives for the Project, or the services or other programs to be provided. ("Work Program") for the time period(s) covered by this Agreement;

Attachment II: A line item budget ("Budget") detailing the use of CDBG funds;

Attachment III: Guidelines for financial management of CDBG-funded activities;

Attachment IV: Applicable Federal regulations.

Where there are any conflicts between this Agreement and any of the documents attached or incorporated herein by reference, then the following order of precedence shall be binding upon the parties: (1) this Agreement; (2) Sub-recipient's proposal; (3) the four (4) attachments referenced above in order.

II. SCOPE OF WORK

The Sub-recipient agrees to provide the Work Program described in Attachment I. In serving the clients of the Work Program, the Sub-recipient will coordinate its efforts with other appropriate agencies. The Sub-recipient shall make no changes, alterations or amendments to the Work Program or to the Budget without the prior written approval of the City, and of HUD, if required.

III. FUNDING

A. Funding to Sub-recipient. The City agrees to make available the sum of \$535,769 for use by the Sub-recipient in providing services pursuant to this Agreement during the Agreement year. The payment of funds to the Sub-recipient will be conditioned on the City's receipt of funds from HUD and appropriation of such funds by City Council.

B. Duplication of Benefits. Sub-recipient acknowledges that Federal law prohibits any person, business concern, or other entity from receiving Federal funds for any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source. A duplication of benefits (DOB) occurs when: (i) a beneficiary receives assistance; and (ii) the assistance is from multiple sources; and (iii) the assistance amount exceeds the need for a particular recovery purpose. The duplication of benefits prohibition applies to Federally funded programs providing financial assistance "as a result of a major disaster or emergency"

C. Use of Funding Deadlines. Invoices shall be submitted for at least fifty percent (50%) of the amount described in subparagraph a) above no later than February 1, 2020, which totals \$267,884.50. All funds allocated under this Agreement which are not expended by Sub-recipient by April 30, 2020 shall be reprogrammed by the City.

The method of payment to the Sub-recipient shall be reimbursement of all allowable expenses upon written request accompanied by all documentation of said expenses.

IV. REPORTS AND MONITORING

A. Monthly Reports. The Sub-recipient shall submit monthly Work Program progress reports to the City's Director of Community Development. The Sub-recipient shall also submit on the **30th of April, 2021** a comprehensive report detailing how the Sub-recipient has met the requirements, goals, and objectives of the Work Program during the Agreement year. The comprehensive report shall include performance data, including data on client comments, and identification of actual expenditures.

B. Monitoring. The City will schedule one (1) monitoring visit with the Sub-recipient to evaluate the Work Program's progress and performance. During, or in connection with, any monitoring visits, the City shall be provided access to all Work Program-related books, records and other materials (including, without limitation, computer files).

V. SUBCONTRACTS

The Sub-recipient shall not assign or subcontract this Agreement, or any part herein, without the prior written approval of the City. If approval is granted, any subcontract and all subcontracting procedures shall be in accordance with Federal procurement standards contained in 24 CFR Part 85.36 and OMB Circular 110.

VI. REGULATIONS AND REQUIREMENTS

A. Conformity to HUD Regulations. The Sub-recipient agrees to abide by guidelines set forth by HUD for the administration and implementation of the CDBG Program, including:

1. applicable Uniform Administrative Requirements set forth in 24 CFR 570.502; and
2. applicable Federal laws and regulations in 24 CFR 570.600, et seq.;
3. requirements and standards of OMB Circular No. A-122, and the Attachments to OMB Circular No. A-110 specified in 24 CFR 570.502 (b); and
4. applicable requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), including specifically Section 312 relating to duplication of benefits.

In this regard, the Sub-recipient agrees that duly authorized representatives of HUD shall have access to any books, documents, papers and records of the Sub-recipient which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

B. Conformity to City Regulations. The Sub-recipient covenants and agrees to observe and abide by all reasonable rules, regulations, ordinances and resolutions that may be promulgated from time to time by the City concerning the use of CDBG funds received from the City and used by the Sub-recipient.

VII. PROGRAM CLIENTS

The Sub-recipient agrees that CDBG funds shall only be used to provide services to residents of the City of Sandy Springs.

VIII. EQUAL EMPLOYMENT OPPORTUNITIES

The Sub-recipient shall comply with Equal Employment Opportunities as stated in Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations.

IX. TERM

Unless terminated earlier in accordance with the provisions contained herein, the term of this Agreement shall be approximately **six (6) months, beginning November 17, 2020, and ending May 31, 2021**, or for such longer period that the City and Sub-recipient agree to and for which CDBG funds are available and have been appropriated, including program income, as defined by CDBG regulations.

X. INSURANCE TO BE PROVIDED BY THE SUB-RECIPIENT

The Sub-recipient shall, prior to the date of execution of this Agreement, file with the City certificates or policies of workers' compensation, public liability, automobile liability (including non-ownership and hired vehicles) and property damage insurance satisfactory to the City and in compliance with the law, and in form and amount sufficient to protect the City ("Required Insurance"). Each certificate or policy shall carry the provision that the insurance shall not be canceled or reduced, terminate, lapse or otherwise expire prior to thirty (30) days' written notice to that effect given by the insurance carrier to the City. All insurance required by this paragraph shall remain in full force and effect for the entire Agreement year, and THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED PARTY BY ENDORSEMENT UNDER SUCH INSURANCE CONTRACTS. The certificate or policy shall also contain a stipulation that the insurance carrier will not invoke the defense of performance of a governmental function by the Sub-recipient in performing this Agreement.

Sub-recipient may not, and shall not, perform any work or services under this Agreement during any period of time in which the Required Insurance is not in effect. Sub-recipient's failure to comply with the requirements of this section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Sub-recipient and without penalty to the City.

This Agreement shall not be binding on the City until a satisfactory certificate of insurance has been filed with the City and approved by the City Attorney as to form and sufficiency.

The Minimum Limits of Liability Coverage shall be as follows:

A. Comprehensive General Liability, including premises and Operations, Elevator Liability; Protective Liability, Products Liability including completed Operations Coverage; and Contractual Liability, for this Agreement.

Limits: \$1,000,000/\$2,000,000
(per occurrence/annual aggregate)

B. Comprehensive Automobile Liability, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage (if applicable).

Limits: \$500,000/\$1,000,000
(per occurrence/annual aggregate)

C. Workers' Compensation, including Employer's Liability.

Limits: Statutory
Employers Liability: \$100,000

XI. INDEMNIFICATION

To the extent allowed by law, Sub-recipient hereby assumes, and shall defend, indemnify and save the City harmless from and against any and all liability loss, claim, suit, damage, charge or expense which the City may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property' whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Sub-recipient in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Sub-recipient and any of Sub-recipient's subcontractors, agents or employees in the performance of Sub-recipient's obligations under this Agreement.

XII. PROGRAM INCOME AND REVERSION OF ASSETS

Any "program income", as defined by CDBG regulations, gained from any CDBG funded activity of the Sub-recipient shall be returned to the City.

Within thirty (30) days of the expiration or earlier termination of this Agreement, the Sub-recipient shall transfer to the City any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the Sub-recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used or disposed of in accordance with 24 CFR 570.503 (b)(7).

XIII. RELIGIOUS ORGANIZATIONS OR OWNED PROPERTY

The City of Sandy Springs does not discriminate against faith-based organizations in accordance with Georgia law.

CDBG funds may be used by religious organizations or on property owned by religious organizations provided that Sub-recipient seeks prior written approval from the City and only in accordance with requirements set in 24 CFR 570.200(j).

XIV. RECORD KEEPING

A. Compliance with Guidelines. Sub-recipient shall comply, at all times, with the Guidelines for Financial Management set forth in Attachment III of this Agreement. Sub-recipient shall keep, and upon request Sub-recipient shall make available to the City, books, documents, financial statements, invoices,

bills, purchase orders, purchase vouchers, payrolls and other records (including, without limitation, computer files) recording all net costs, all direct and indirect costs of labor, materials, equipment, supplies and services, and all other costs and expenses, of any nature whatsoever, for which reimbursement is or may be claimed under the provisions of this Agreement.

B. Duplication of Benefits. Sub-recipient shall have policies and procedures in place to prevent duplication of benefits (available methods described by Federal Register Notice 71060), and to: (i) ensure that this grant is necessary and reasonable; (ii) monitor compliance; and (iii) recapture funds if a duplication of benefits occurs.

C. Inspection of Documents. Sub-recipient shall keep, and upon request Sub-recipient shall make available to the City, books, documents and other records (including, without limitation, computer files), recordings, any and all contracts, transactions, activities, claims, disputes, lawsuits, and correspondence pertaining or relating in any way to this Agreement.

D. Audit Rights. HUD and the City, and the authorized representatives of each, shall have the right of access, upon request, to any and all books, documents and other records of the Sub-recipient pertaining to or relating in any way to this Agreement. At any time during the Agreement year, HUD and the City, and the authorized representatives of each, shall have the right to conduct any audit(s) or other examination(s) (including, without limitation, examinations conducted during any monitoring visits) of Sub-recipient's activities and records as those agencies, or either of them, deem appropriate. HUD and the City, and the authorized representatives of each, shall have the right to copy, transcribe and to reproduce for their own use any books, documents and other records of the Sub-recipient.

E. Preservation of Records. The Sub-recipient shall preserve and make available to HUD and the City, its books, documents and other records (including without limitation, computer files) pertaining to or relating in any way to this Agreement, for a period of four (4) years after final payment under this Agreement or for such longer period, if any, as is required by applicable statute, by any clause of this Agreement, or by (1) or (2) below.

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available until expiration of four (4) years from the date of the resulting final settlement.
2. Records which relate to (i) appeals under the "Disputes" clause of this Agreement, (ii) litigation or the settlement of claims arising out of the performance of this Agreement, (iii) cost and expenses of this Agreement as to which exception has been taken by the Auditor of HUD or any of its authorized representatives, or by the City or its authorized representatives, shall be retained by the Sub-recipient until such appeals, litigation, claims, or exceptions have been disposed of.

F. Subcontracts. The Sub-recipient shall include in each of its subcontracts hereunder, a provision to the effect that the subcontractor agrees that the Auditor of the Department of Housing and Urban Development or any of its authorized representatives, and the City of Sandy Springs or any of its authorized representatives, shall, until the expiration of four (4) years after final payment under the Agreement, have the right to examine any books, documents, and records of such subcontractor that

pertain or relate to, the subcontract. The term "subcontractor", as used in this paragraph only excludes (i) purchase orders not exceeding \$2,500, and (ii) subcontracts or purchase of public utility services with rates established for uniform applicability to the general public.

XV. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by agreement shall be decided by the Director of Community Development, who shall reduce the decision to writing and furnish a copy thereof to the City Manager and the Sub-recipient. The decision of the Director of Community Development shall be final and conclusive unless, within ten (10) days from the date of receipt of such copy, the Sub-recipient furnishes to the City Manager a written appeal. The decision of the City Manager or her duly authorized representative for the determination of such appeals shall promptly be hand-delivered or sent by certified mail to the Sub-recipient, and such decision shall be final and conclusive unless appealed to a court of competent jurisdiction within thirty (30) days of receipt of the City Manager's decision, and determined by that court to have been fraudulent or arbitrary.

In connection with any appeal proceeding under this clause, the Sub-recipient shall be afforded an opportunity to be heard, to be represented by counsel at its own expense, if it so desires, and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Sub-recipient shall proceed diligently with the performance of the Agreement and in accordance with the decision of the Director of Community Development.

XVI. TERMINATION FOR CAUSE OR CONVENIENCE

A. Termination for Cause by City. If the Sub-recipient shall fail to fulfill its obligations and promises under this Agreement, or if it shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective day of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or obtained by the Sub-recipient shall become the property of the City.

Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Sub-recipient, or for money received but not earned and may withhold any payments to the Sub-recipient, and retain them for the purpose of setoff to the extent of the amount due to the City from the Sub-recipient.

B. Termination for Convenience.

1. By Sub-recipient. The Sub-recipient may terminate this Agreement at any time, with or without cause, for any or for no reason, by giving written notice to the City of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall become the property of the City.

2. By City. The City may terminate this Agreement at any time, for any reason and without cause, by giving sixty (60) days advance written notice to the Sub-recipient of such termination. If the Agreement is terminated by the City, as provided herein, the Sub-recipient will be paid an amount representative of the time the Sub-recipient has actually performed under this Agreement and properly invoiced in compliance with this Agreement. In addition, in the event that funds are not available, or are not appropriated, to support the City's obligations under this Agreement, then the City may terminate this Agreement by providing written notice to the Sub-recipient within a reasonable time after the unavailable or non-appropriation of funds is effected.

XVII. SPECIAL PROVISIONS

A. Non-Discrimination. During the performance of this Agreement, the Sub-recipient agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Sub-recipient. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Also, the Sub-recipient, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, will state that it is an equal opportunity employer.

B. Drug-Free Workplace. During the performance of this Agreement the Sub-recipient agrees as follows: (1) to provide a drug-free workplace for the Sub-recipient's employees; (2) to post in conspicuous places available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (3) state in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient that the Sub-recipient maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with this Agreement awarded to a Sub-recipient, where the Sub-recipient's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

C. Notices, Advertisements, Solicitations. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. Subcontractor Provisions. The Sub-recipient will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor.

XVIII. WORKERS' COMPENSATION

Sub-recipient shall not allow any subcontractor to perform any work on a construction project, in connection with this Agreement, unless the subcontractor has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of O.C.G.A. Title 34, Chapter 9, as amended. Sub-recipient shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

XIX. PUBLIC DISCLOSURE OF AGREEMENT DOCUMENTS

Sub-recipient acknowledges and understands that this Agreement, and all related public proceedings and records, shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., to the extent such law applies.

XX. CONTACT PERSONS

The City's designated representative to receive all communications, claims and correspondence regarding this Agreement is Andrea Surratt, City Manager, and all such communications, claims and correspondence shall be sent to such representative at the following address: 1 Galambos Way, Sandy Springs, Georgia 30328.

Sub-recipient's designated representative to receive all communications, claims and correspondence regarding this Agreement is Tamara Carrera, Executive Director, Community Assistance Center, Inc., and all such communications, claims and correspondence shall be sent to such representative at the following address: P.O. Box 501298, Atlanta, Georgia 31150-1298.

XXI. SEVERABILITY

In the event that any term, provision or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

XXII. INTERPRETATION OF PROVISIONS

In the event of any conflict, discrepancy or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' agreement.

XXIII. HEADINGS

Section, article and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Agreement.

XXIV. NO WAIVER OF RIGHTS

No failure on the part of the City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by Sub-recipient shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the City, and/or the performance of all or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by the Sub-recipient, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Agreement.

XXV. INDEPENDENT CONTRACTOR

Neither the Sub-recipient, nor its agents, employees, assignees or subcontractors shall be deemed employees or agents of the City by virtue of any services performed pursuant to this Agreement or the contractual relationship established hereby. The Sub-recipient shall have sole responsibility for its staff, including their work, personal conduct, directions and compensation.

XXVI. MODIFICATION

This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Agreement.

XXVII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All litigation arising out of this Agreement shall be commenced and prosecuted in the Federal, state or local court(s) having jurisdiction with the City of Sandy Springs, Georgia.

XXVIII. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS THEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed an original on the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SANDY SPRINGS

	<i>Signature</i>	Date
By:		
	Andrea Surratt	
Title :	City Manager	

Community Assistance Center

	<i>Signature</i>	Date
By:	Tamera Carrera	
Title :	Executive Director	

Funds Available: \$535,769

Approved as to Form

		Date
City Attorney		

ATTACHMENTS

1. Work Program (Provided by Sub-recipient)
2. Budget (Provided by Sub-recipient)
3. Guidelines for Financial Management of CDBG-Funded Activities
4. Federal Regulations

ATTACHMENT I

Work Program (Attached)

community*assistance*center

Community Assistance Center 2020

City of Sandy Springs CDBG Application 10/8/2020 for:

COMMUNITY ASSISTANCE CENTER

Mailing Address:

P.O. Box 501298 Atlanta, GA 31150-1298

Addresses:

1130 Hightower Trail Sandy Springs, GA 30350

8607 Roswell Rd.

Sandy Springs, GA 30350

CEO and person applying for grant: Tamara Carrera

Office: 770-552-4889 x 250

Cellular: 770-363-5970

ceo@ourcac.org

Tax ID Number: 58-1825565

DUNS #: 84496276



Community Assistance Center is requesting additional CDBG funding to provide financial assistance to low, and moderate- income Sandy Springs residents experiencing documented loss of income related to the COVID-19 crisis. This request meets all three CARES Act national objectives:

- it benefits low-and moderate-income persons
- by preventing evictions, it aids in the prevention or elimination of slums or blight
- meets an urgent need and will be used for three of the specific responses to COVID-19 as listed by HUD to provide:
 - Financial relief for housing, utility, food and childcare assistance
 - Emergency rent assistance for COVID-19 related job loss
 - Emergency sheltering (hotel/motel)
 -

We appreciate your thoughtful consideration of our request for funding. There is a significant number of citizens in our community that can be served by this funding and CAC has the capacity to efficiently invest this funding to prevent homelessness and despair.

This grant can be used for one or more of the following as approved by the City of Sandy Springs:

- \$20,000 to fund a full time Assistance Team member to process additional requests for assistance for six months or \$40,000 for 12 months with a resulting 20 to 30% increase in cases processed.
- \$20,000 to purchase additional food for 2020 year-end distribution
- Up to \$100,000 per month to provide Financial Assistance to qualified Sandy Springs residents until the grant is fully utilized

Maximum grant allocation \$630,769.00

REQUIREMENTS

Community Assistance Center meets all the requirements of this RFP:

- it is a 501(c)(3) organization (Exhibit A))
- it has an active DUNS number
- It is up to date on all City of Sandy Springs reports for previous grants
- It is in good standing with the City with all projects progressing as scheduled
- Received CDBG funding from Fulton County in the nineties. The last year it successfully negotiated a grant to build a sidewalk on Hightower Trail between Roswell Rd and the Center was 2004. This grant was changed in 2005 to be managed by the City of Sandy Springs as it became a city.
- In 2020 received and distributed a CDBG grant totaling \$319,260 to 252 households totaling 689 individuals- **All families retained housing thanks to this assistance.**
- CAC also receives an Emergency Food and Shelter EFSP grant through United Way and has had to adhere to similar requirements and standards.

Exhibits:

501 (C)(3) Certificate Exhibit A

Proposal Signature and Certification- Exhibit B

The project we are applying for this grant to fund is described below and is led by Doris Pereira, Program Director (Exhibit C- CAC Leadership Profiles)

Financial Reports: Exhibits D -2018 Audit; Exhibit E -2019 audit; Exhibit F- Matching funds received as of 9/30/2020.

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For 33 years, Community Assistance Center, CAC has been the first source of support for Sandy Springs neighbors as they weather the storms of daily living and economic downturns. However, we have never faced a crisis like the COVID-19 pandemic. Our experience has prepared us and made us the ideal organization in Sandy Springs to respond to the growing and urgent needs of low- and moderate-income households affected by the crisis. As we moved to sheltering in place many of our most vulnerable households faced the loss of one or more jobs and were faced with the possible loss of housing and essential services unless they received assistance to help them fund the essential basic needs of food and shelter. CAC acted swiftly to respond to the increased need for rent assistance and food for our most vulnerable families and individuals. CAC is bringing the community together to provide assistance to stop the crisis and ensure that households remain stable.

IMPACT YEAR TO DATE

On March 13th, CAC started to implement its emergency response to the COVID crisis as we experienced a 400% increase in calls for financial assistance (in 2019 we served 6,500 individuals from 3,080 households, 700 received financial assistance).

From March 13 to September 30 CAC has provided:

- Financial assistance to **895 households, 2,576 individuals at a cost of \$1,320,000**, averaging around \$200,000 a month, as **compared** to an average of \$25,000 per month in 2019.
- **441,000 lbs. of food to 1,833** households and we currently deliver food weekly to over 100 seniors and medically fragile individuals. CAC has spent \$46,000 to procure food and supplies to maintain an adequate inventory to distribute to the clients needing food, to supplement donated food.

The households assisted in these six-and-a-half months fall into the following HUD income categories:

74% Extremely low-income (\$25,750 or less/year for family of 4)

12% Very low-income (\$39,850 or less/year for family of 4)

7% Low-income (\$63,750 or less/year for family of 4)

7% Moderate income (above 63,000 for a family of 4)

We are processing most financial assistance requests remotely via phone interviews and online management of documentation with a well-trained team of six staff and 11 volunteer team members. Managing proper documentation is complex and the challenge is mostly technology availability and ability on the client's end to handle the process.

We suspended our Food Pantry mini-market temporarily and moved to a "prepacked food drive- thru" three days a week where families, volunteers and staff could be safe "social distancing".

We now have an "Al Fresco" outdoor market, where clients can safely choose their food and maintain COVID safety precautions for staff and clients.

On-site operations is managed by CAC staff and delivered by volunteers. When the pandemic started, most of our older volunteers stopped working at least temporarily. Some continue to work from home. CAC has successfully engaged a new core of younger volunteers to process pack and distribute food. The National Guard has been a key partner in our success.

Adult Education classes are being offered online via Zoom with our volunteer teacher corps; and as the virus subsides and the economy recovers we will work with clients as they pursue employment to regain financial stability.

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Our Thrift Shop closed temporarily but has now re-opened as this is a much-needed service specially for families who need to obtain clothes for growing children with a much-reduced budget.

We are currently averaging 30 calls per weekday to request mostly financial assistance. Given the slow economic recovery we expect this volume will continue for the rest of the year and into 2021. After the 2008-09 recession it took a full two years for the families affected to regain full stability we expect that recovery this time will take at least that long. We have seen a progression with initial calls coming from families with the lowest income who had no nest egg, no savings to help them face the loss of income. As the months have passed we are receiving calls from families at moderate income levels who have used all their resources to cover expenses for 7 months with little or no income and now need help to stay housed.

We have found in evaluating the circumstances of the clients processed thus far that, the majority are dealing with lack of funds to cover rent, a significant number of applicants have been denied unemployment with mixed results on appeal. Only about half of the applicants received stimulus money and used it to pay for part of their rent, utilities and other essential expenses; all are accruing debt as utility bills have been deferred; for essential economy workers in retail, restaurants, hotels, etc. there is a slow return to mostly part time work as restaurants and other small businesses are only partially open and those employed with large venues hosting entertainment and sporting events have been notified of plans to reopen in 2021.

When the COVID crisis hit, CAC's 2020 budget was adjusted upwards in the amount of \$900,000 to accommodate three months of significantly increased demand for April, May and June. CAC has already distributed \$1,380,000 in financial assistance to prevent households from losing their home. We now expect to distribute over \$2,000,000 in financial assistance to families in 2020 plus we will need funding to continue assisting in 2021 and additional funds for operating the organization.

This year, as of September 30, CAC has received commitments totaling \$3,052,000 in support to operate Community Assistance Center. Sources and amounts are presented in Exhibit F.

CAC 12 Month Budget Amended to serve COVID demand	
Income	
Congregations Income	\$ 130,000.00
Other Donors- Business, Civic, Individual	\$ 1,050,000.00
Earned Income	\$ 60,000.00
Grants and Foundations	\$ 2,600,000.00
Fundraising	\$ 250,000.00
PPP Loan Forgiveness	\$ 140,000.00
Capital Campaign	\$ 60,000.00
Total Income Cash	\$ 4,290,000.00
Donated Goods Received	\$ 1,200,000.00
Total Revenues Cash and in-kind	\$ 5,490,000.00

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Expenses	
Financial Assistance Clients	\$ 2,075,000.00
Food Pantry	\$ 175,000.00
Youth Programs	\$ 95,000.00
Assistance to clients- cash	\$ 2,345,000.00
Assistance to clients- in-kind	\$ 1,200,000.00
Assistance to clients cash and in-kind	\$ 3,545,000.00
VITA	\$ 5,000.00
Adult Education	\$ 10,000.00
Operating Expenses	\$ 360,000.00
Payroll Expenses	\$ 950,000.00
Operating Expenses Cash	\$ 1,325,000.00
Building Expenses	
Building- 1130 Hightower	\$ 56,000.00
Building-8607 Roswell Rd	\$ 95,000.00
Sandy Springs Branch Office	\$ 1,000.00
Dunwoody Branch Office	\$ 32,000.00
Total Buildings	\$ 184,000.00
TOTAL CASH EXPENSES before capital	\$ 3,854,000.00
CAPITAL	
Total Capital Expenses	\$ 125,000.00
TOTAL EXPENSES CASH 2020	\$ 3,979,000.00
Total In-kind	\$ 1,200,000.00
Total Expenses cash and in-kind	\$ 5,179,000.00
COVID-19 EMERGENCY FUND	March 16 to December 31, 2020
Financial Assistance to clients	\$ 2,000,000.00
Food and pantry supplies	\$ 175,000.00
Staff	\$ 40,000.00
Technology	\$ 7,000.00
Equipment	\$ 8,000.00
Total	\$ 2,230,000.00

COMMUNITY ASSISTANCE CENTER INFORMATION

History

Community Assistance Center (CAC) is the primary human services agency in Sandy Springs and Dunwoody and is the first responder for individuals who face a financial crisis. CAC has filled a vital role in our community for 32 years, and is committed to strengthening lives and stabilizing families by preventing homelessness, alleviating hunger and working toward greater self-sufficiency. We provide basic needs assistance for food, clothing and shelter when low income households face a financial challenge and struggle to pay all of their expenses; we help clients find and navigate other programs available to them; we offer support for the essential needs of youth, and we progressively engage adults in work towards greater self-sufficiency. CAC was founded in 1987 as a cooperative effort among religious congregations trying to resolve a common challenge, as poverty became evident in the community. Faith-based partners have increased in number and commitment and have served as the seed of leadership for CAC. Today, CAC is a model of effective collaboration, partnerships, and community engagement as our support includes civic organizations, schools, businesses, the city governments of Sandy Springs and Dunwoody, Fulton County, private foundations, United Way, community leaders, and many dedicated individuals as well as key strategic partners. The Board of Directors is composed of professionals dedicated to making the organization relevant, efficient and progressive.

CAC utilizes the Asset Based Community Development (ABCD) model engaging the CAC leadership as well as clients and volunteers as active participants in the conversation about programs, outreach and policies. Our collective impact in the community works because 1) we assess the specific needs of families and individuals to develop holistic solutions with them; 2) we offer a range of comprehensive solutions and programs; 3) we deliver essential services to the clients; and 4) we engage community partners and donors who provide significant financial and in-kind resources, all of which is leveraged through our volunteer workforce and capable, experienced staff. Our model of "community serving community" enables CAC to address the acute and future needs of families in distress, leading them to greater self-sufficiency.

Vision

CAC Vision: A caring community united to help everyone meet their basic needs and become self-reliant.

CAC Mission: to bring together the Sandy Springs and Dunwoody communities to provide compassionate assistance for neighbors in need by providing financial support, helping to meet basic needs and promoting self-reliance.

Values

Compassion- Understand, empathize and help to heal

Dignity- Honor, value and respect each person's worth

Respect- The golden rule, treat everyone like you would like to be treated

Honesty- Be truthful and transparent in all actions and words **Diversity-** Embrace differences, strive for equality

Ownership- Own the challenge, own the solution

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Statement of Need

Over the last three decades the population of metro Atlanta more than doubled with most of the growth occurring in suburban communities. According to the Brookings Institute, in the Atlanta suburbs in 2014, there were roughly 480,000 more people living below the poverty line than there were in 2000, a 158% increase in the number of suburban-poor. According to the USA Census Fact Finder, Sandy Springs is currently home to an estimated 10,521 low income families with 66,780 individuals living at or under 200% of the poverty rate living with yearly family incomes below \$51,500 for a family of four.

The poverty rate in Sandy Springs is currently 9.5%, and the child poverty rate is 20%

Free or reduced lunch for school-age children in Sandy Springs public schools is 55%

One of every five children suffer from food insecurity.

Sandy Springs is experiencing new challenges related to suburban poverty. Economic growth coupled with a shortage of affordable housing are driving apartment rents up. While the economy is growing, one of the largest sectors of local employment is the essential economy with salaries around the minimum income wage. All CAC clients are housing cost-burdened paying over 30% of their monthly income for housing. They also live on salaries below the area's sustainable income of at least \$20/hr. and are therefore having to make trade off decisions when it comes to paying for basic necessities. CAC's support is the reason many of these families can stay in their homes, keep the lights on and put food on the table. We make a difference in the quality of life for seniors living on small fixed incomes, single parents struggling to make ends meet, low-income families facing unexpected expenses and for those who face a medical crisis or job loss. We bring comfort and hope for brighter days ahead, as they know they do not have to face these trials alone.

CAC Programs

Community Assistance Center works to improve conditions caused by poverty, whether that poverty is permanent or temporary. CAC is a proactive agent of change in the community and in the lives of those we serve.

For anyone facing a crisis, knowing where to find help is often the biggest hurdle. CAC understands the unique challenges faced by lower-income families and is the first point of contact for Sandy Springs residents in need. CAC provides accurate information about resources available to solve their problems and helps to stabilize the family while charting a course towards greater financial independence for their future.

CAC helps anyone who is struggling with temporary financial setbacks, as well as those affected by chronic poverty such as low wage earners, the elderly and the disabled living on fixed incomes.

CAC focuses on hunger and homeless prevention by providing basic necessities. -food, clothing and shelter- to families who are experiencing a financial crisis. Once those basic needs are provided for, CAC helps individuals and families on their journey to improve their economic status.

When a client contacts CAC the first step is to complete an assessment to establish need and eligibility. Next is an interview to review the client's assets and their critical needs, document need and help the client to develop an Individual Service Plan.

The Emergency Assistance Program provides for basic needs and includes:

Financial Assistance Program: *(This is the project that would be funded by the CDBG Grant)*

Prevents clients from losing their home by providing financial assistance for rent and/or

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utilities to individuals facing a temporary financial setback

Provides referral services, connections and resources to all individuals seeking assistance.

Works on a plan for clients to maximize available resources that lead to stability and financial independence.

Opens doors for clients to become active participants in the community.

Financial assistance is in the form of partial or full payments for rent, utilities, prescriptions, etc. and is paid directly to the vendor. In situations where the needs are beyond available resources, alternative solutions are sought, such as transitional housing.

In normal times CAC provides short-term emergency financial assistance to 60 to 80 households per month, in this pandemic this number averages of 155 households helped to pay for rent or utility bills in order to prevent eviction or utility service disruptions. The nature of the emergencies considered for financial assistance include changes in personal circumstances such as job loss, illness, and unpaid maternity leave, disasters such as a fire and flood, unusual expenses such as high medical bills and family changes such as death, divorce or separation. Under COVID- 19 100% of the cases considered are because of job loss. Every request is taken at face value, but documentation is required to establish residence, income level and income loss.

CAC uses a holistic approach for those seeking assistance by completing a comprehensive evaluation of needs, assessing client resources and then guiding the client to develop an Individual Service Plan (ISP). The ISP helps to best target assistance needed and provide comprehensive and result oriented services to clients. The Individual Service Plan begins by engaging the client in planning. Assistance will be provided after a need has been substantiated and documented. An essential step is to complete Benefits Screening to evaluate if the household qualifies for benefits such as food stamps, Medicaid, TANF and others and includes referrals to appropriate resources. An essential part of an ISP is a commitment from the client to a plan that works to resolve the issues that contributed to their seeking help. One component of the Individual Service Plan is an assessment of employment potential based on current skills to determine what additional skills may be needed to sustain career and personal success with the goal of achieving greater economic security.

Food Program:

Helps clients overcome issues of food insecurity by providing free groceries which include fresh and prepared nutritious meals all year round in a welcoming and dignified environment.

Improves the nutritional status of clients by providing easy access to healthy food as:

CAC continues to improve the nutritious quality of the food distributed to clients through its partnership with the Atlanta Community Food Bank in its "Food First Project" and with Second Helpings, Atlanta to recover fresh food that otherwise would be discarded.

CAC promotes food choices that lead to healthy eating

CAC recognizes diversity and cultures as it relates to food preference

Has policies to minimize food waste and maximize food utilization

CAC's goal is to create a community where its members are not burdened by the stress of food insecurity,

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where everyone is able to have enough food to eat and whose health status improves.

CAC Upscale Thrift:

Provides a dignified shopping experience for clients who shop for gently used clothing and household basics for free.

Provide clients access to additional items such as furniture, toys and household items at low costs.

Provides additional program funding by generating revenue from public sales.

Promotes community engagement through volunteering and donations program.

Adult Education and Employment:

Identifies additional skills and training that clients need to sustain career and personal success

Offers classes directed to the needs of the clients which prepare them for work and daily living.

Engages partners to offer educational programs for clients.

Refers clients to other educational resources not provided by CAC.

Looks for opportunities to offer certificate trainings to CAC clients which allow them to find jobs and make a living.

Seasonal Programs:

Volunteer Income Tax Assistance Program (VITA) Program (January through April):

Offers free tax return preparation for low-to-moderate-income people (generally, \$55,000 and below) who need help with their tax returns.

Improves the annual income of CAC clients through refunds and the use of tax credits

Contributes to the local economy as clients spend their refunds on much needed goods and services

Youth Programs:

School Supply Program (July through May):

Provides backpacks and grade specific supplies at the beginning of each academic year to low income students

Distributes supplies to low income children throughout the year at the request of teachers through the Teacher's Closet (academic year).

Summer Lunch program for kids (June to August)

Provides meals to children who do not have access to supplemental food through the Free and Reduced Meals Program during the summer. This year we are partnering with MealsPro to distribute USDA meals to children.

Increases food security, giving children the confidence to know with certainty where their next meal is coming from.

Coats for Kids Program

Distributes new coats to school age children in the fall.

Holiday Program (October through December):

Provides additional food for families during the holidays. This year we will also be distributing food gift cards.

CAC's Adopt a Family Program provides holiday presents to school age children of low-income households by engaging donors to purchase gifts for children based on specific "wish lists".

Brings cheer to the CAC families during the holidays

ATTACHMENT II

**Budget
(Attached)**

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Our Thrift Shop closed temporarily but has now re-opened as this is a much-needed service specially for families who need to obtain clothes for growing children with a much-reduced budget.

We are currently averaging 30 calls per weekday to request mostly financial assistance. Given the slow economic recovery we expect this volume will continue for the rest of the year and into 2021. After the 2008-09 recession it took a full two years for the families affected to regain full stability we expect that recovery this time will take at least that long. We have seen a progression with initial calls coming from families with the lowest income who had no nest egg, no savings to help them face the loss of income. As the months have passed we are receiving calls from families at moderate income levels who have used all their resources to cover expenses for 7 months with little or no income and now need help to stay housed.

We have found in evaluating the circumstances of the clients processed thus far that, the majority are dealing with lack of funds to cover rent, a significant number of applicants have been denied unemployment with mixed results on appeal. Only about half of the applicants received stimulus money and used it to pay for part of their rent, utilities and other essential expenses; all are accruing debt as utility bills have been deferred; for essential economy workers in retail, restaurants, hotels, etc. there is a slow return to mostly part time work as restaurants and other small businesses are only partially open and those employed with large venues hosting entertainment and sporting events have been notified of plans to reopen in 2021.

When the COVID crisis hit, CAC's 2020 budget was adjusted upwards in the amount of \$900,000 to accommodate three months of significantly increased demand for April, May and June. CAC has already distributed \$1,380,000 in financial assistance to prevent households from losing their home. We now expect to distribute over \$2,000,000 in financial assistance to families in 2020 plus we will need funding to continue assisting in 2021 and additional funds for operating the organization.

This year, as of September 30, CAC has received commitments totaling \$3,052,000 in support to operate Community Assistance Center. Sources and amounts are presented in Exhibit F.

CAC 12 Month Budget Amended to serve COVID demand	
Income	
Congregations Income	\$ 130,000.00
Other Donors- Business, Civic, Individual	\$ 1,050,000.00
Earned Income	\$ 60,000.00
Grants and Foundations	\$ 2,600,000.00
Fundraising	\$ 250,000.00
PPP Loan Forgiveness	\$ 140,000.00
Capital Campaign	\$ 60,000.00
Total Income Cash	\$ 4,290,000.00
Donated Goods Received	\$ 1,200,000.00
Total Revenues Cash and in-kind	\$ 5,490,000.00

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Expenses	
Financial Assistance Clients	\$ 2,075,000.00
Food Pantry	\$ 175,000.00
Youth Programs	\$ 95,000.00
Assistance to clients- cash	\$ 2,345,000.00
Assistance to clients- in-kind	\$ 1,200,000.00
Assistance to clients cash and In-kind	\$ 3,545,000.00
VITA	\$ 5,000.00
Adult Education	\$ 10,000.00
Operating Expenses	\$ 360,000.00
Payroll Expenses	\$ 950,000.00
Operating Expenses Cash	\$ 1,325,000.00
Building Expenses	
Building- 1130 Hightower	\$ 56,000.00
Building-8607 Roswell Rd	\$ 95,000.00
Sandy Springs Branch Office	\$ 1,000.00
Dunwoody Branch Office	\$ 32,000.00
Total Buildings	\$ 184,000.00
TOTAL CASH EXPENSES before capital	\$ 3,854,000.00
CAPITAL	
Total Capital Expenses	\$ 125,000.00
TOTAL EXPENSES CASH 2020	\$ 3,979,000.00
Total In-kind	\$ 1,200,000.00
Total Expenses cash and in-kind	\$ 5,179,000.00
COVID-19 EMERGENCY FUND	March 16 to December 31, 2020
Financial Assistance to clients	\$ 2,000,000.00
Food and pantry supplies	\$ 175,000.00
Staff	\$ 40,000.00
Technology	\$ 7,000.00
Equipment	\$ 8,000.00
Total	\$ 2,230,000.00

ATTACHMENT III

Guidelines for Financial Management of CDBG-Funded Activities

To comply with Federal regulations, each program must have a financial management system that provides accurate, current and complete disclosure of the financial status of the activity. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for each activity (including any budget revisions), the amount obligated (i.e., for which the Agreement exists), and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City must be able to isolate and to trace every CDBG dollar received and prove where it went and for what it was used.

Accounting records must be supported by source documentation. Invoices, bills of lading, purchase vouchers, payrolls and the like must be secured and retained for four (4) years in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers/invoices should be on vendors' letterhead.

All employees paid in whole or in part from CDBG funds should prepare a time sheet indicating the hours worked on CDBG Work Programs for each pay period. Based on these time sheets and the hourly payroll costs for each employee, a voucher statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files.

The City is responsible for reviewing and certifying the financial management system of any operating agency which is not a City department or bureau, in order to determine whether or not it meets all of the above requirements. If the agency's system does not meet these requirements and modifications are not possible, the City must administer the CDBG funds for the operating agency.

Financial records are to be retained for a period of four (4) years, with access guaranteed to HUD or Treasury officials or their representatives.

One copy of the vendors' audited financial statement shall be submitted to the City immediately following the end of the vendors' fiscal year(s) during which CDBG funds are received.

Payment to Sub-recipients will be on a reimbursement basis to be submitted to:

Department of Community Development
1 Galambos Way
Sandy Springs, GA 30328

Requests are to be submitted on Sub-recipient's letterhead in a format consistent with the budget attachment, including an analysis of expenses to budget. A cash advance may be available upon special request.

ATTACHMENT IV

Federal Regulations

I. Compliance with Section 109 of the Housing and Community Development Act of 1974

The work to be performed under this Agreement is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974 ("Section 109"), which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

II. Compliance with the Equal Opportunity Provisions of Executive Order No. 11246

In carrying out the Agreement, the Sub-recipient or Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The Sub-recipient or Provider shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient or Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Sub-recipient or Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

III. Compliance with Housing and Urban Development Act of 1968, Section 3 (24 CFR 135.38)

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Sub-recipient or Provider agrees to send to each labor organization or representative of workers with which the Sub-recipient or Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient or Provider's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Sub-recipient or Provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable

provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Sub-recipient or Provider will not subcontract with any subcontractor where the Sub-recipient or Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Sub-recipient or Provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-recipient or Provider is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient or Provider's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) ("Section 7(b)") also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

IV. Conflict of Interest

No member of the governing body, or employee of the City of Sandy Springs, Georgia, or its designees or agents, and no other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Block Grant Program, during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement, or any subcontract, or the proceeds thereof.

V. Compliance with Lead-Based Paint Regulations

All construction, rehabilitation, or modernization of residential structures provided under this Agreement shall comply with the provisions of the Lead-Based Paint Poisoning Prevention Act (84 Stat. 2080; 42 USC 4841(3)) and the regulations thereunder (24 CFR Part 35). The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 482-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part cover activities under this Agreement, as applicable.

VI. Compliance with Section 504 of the Rehabilitation Act of 1973 (amended 1978, 1986)

The work to be performed under this Agreement is subject to the requirement of Section 504 of the Rehabilitation Act of 1973, as amended, which states that: "No other qualified handicapped individual in the United States . . . shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency."

VII. Certification Regarding Government-wide Restriction on Lobbying (Title 31 U.C.S., Section 1352)

The Sub-recipient or Provider certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

C. The Sub-recipient or Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VIII. Other

Compliance with all applicable Federal law is required, including, without limitation:

- 24 CFR 85.36
- 24 CFR 570.200 (j)
- 24 CFR 570.530 (a)(8)
- 24 CFR 570.603 (Labor standards)
- 24 CFR 570.604 (Environmental standards)
- 24 CFR 570.605 (National Flood Insurance Program)
- 24 CFR 570.606 (Displacement, relocation, acquisition and replacement of housing)
- 24 CFR 570.607 (Employment and contracting opportunities)
- 24 CFR 570.609 (Use of debarred, suspended or ineligible contractors or subrecipients)
- 24 CFR 570.610 (Uniform administrative requirements and cost principles)
- 24 CFR 570.613 (Eligibility restrictions for certain resident aliens)
- 24 CFR 570.614 (Architectural Barriers Act and the Americans with Disabilities Act)
- OMB Circulars A-87, A-110, and A-128 n2 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part.
- Public Law 88-352 (Title VI of the Civil Rights Act of 1964 and 24 CFR part 1.
- Public Law 90-284 (Fair Housing Act)
- Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107.
- Executive Order 12372 (Intergovernmental Review of Federal Programs), and implementing regulations at 24 CFR part 52.

NOTICE: This Attachment identifies some applicable Federal laws and regulations; however, this is not a representation or agreement of the City that no other Federal laws or regulations apply to this Agreement. Sub-recipient shall be responsible for compliance with all applicable Federal laws and regulations, whether or not such laws or regulations have been referenced in this Agreement or its attachments.

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA, AND
LOS NINOS PRIMERO**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2020, by and between the **CITY OF SANDY SPRINGS, GEORGIA** (“City”), and **LOS NINOS PRIMERO** (“Sub-recipient”).

WITNESSETH:

WHEREAS, the City has received an allocation from the United States Department of Housing and Urban Development (“HUD”) as part of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), Public Law 116-136, for response to the COVID 19 virus pandemic (“Pandemic”); and

WHEREAS, this grant is a special allocation of the Community Development Block Grant program (“CDBG Program”) whereby allocated funds must be used to prevent, prepare for and respond to the Pandemic (“COVID-19 Program”); and

WHEREAS, the primary objective of the CDBG Program generally is the development of viable urban communities, including decent housing and a suitable living environment, and the expansion of economic opportunities principally for persons of low and moderate income; and

WHEREAS, the primary objectives of the COVID-19 Program is to assist in meeting the emergency needs within the City related to the Pandemic in order to prevent, prepare for and respond to the virus; and

WHEREAS, the provision of public services which are directed toward improving the community's public services and facilities, including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, housing and food, energy conservation, welfare, or recreation is an eligible CDBG activity; and

WHEREAS, the Sub-recipient is a public or private nonprofit agency, authority or organization which has submitted a proposal which complies with the objectives of the CDBG Program and the COVID-19 Program and qualifies as an activity eligible for funding in that it is an expanded service related to the impacts of the Pandemic on employment;

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the City and the Sub-recipient agree as follows:

I. AGREEMENT DOCUMENTS

The Agreement Documents shall consist of the proposal submitted by the Sub-recipient (“Project”), this Agreement and the following four (4) attachments, all of which are incorporated by reference into this Agreement:

Attachment I: The Sub-recipient's goals and objectives for the Project, or the services or other programs to be provided. ("Work Program") for the time period(s) covered by this Agreement;

Attachment II: A line item budget ("Budget") detailing the use of CDBG funds;

Attachment III: Guidelines for financial management of CDBG-funded activities;

Attachment IV: Applicable Federal regulations.

Where there are any conflicts between this Agreement and any of the documents attached or incorporated herein by reference, then the following order of precedence shall be binding upon the parties: (1) this Agreement; (2) Sub-recipient's proposal; (3) the four (4) attachments referenced above in order.

II. SCOPE OF WORK

The Sub-recipient agrees to provide the Work Program described in Attachment I. In serving the clients of the Work Program, the Sub-recipient will coordinate its efforts with other appropriate agencies. The Sub-recipient shall make no changes, alterations or amendments to the Work Program or to the Budget without the prior written approval of the City, and of HUD, if required.

III. FUNDING

A. Funding to Sub-recipient. The City agrees to make available the sum of \$60,000 for use by the Sub-recipient in providing services pursuant to this Agreement during the Agreement year. The payment of funds to the Sub-recipient will be conditioned on the City's receipt of funds from HUD and appropriation of such funds by City Council.

B. Duplication of Benefits. Sub-recipient acknowledges that Federal law prohibits any person, business concern, or other entity from receiving Federal funds for any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source. A duplication of benefits (DOB) occurs when: (i) a beneficiary receives assistance; and (ii) the assistance is from multiple sources; and (iii) the assistance amount exceeds the need for a particular recovery purpose. The duplication of benefits prohibition applies to Federally funded programs providing financial assistance "as a result of a major disaster or emergency"

C. Use of Funding Deadlines. Invoices shall be submitted for at least fifty percent (50%) of the amount described in subparagraph a) above no later than February 1, 2020, which totals \$30,000. All funds allocated under this Agreement which are not expended by Sub-recipient by April 30, 2020 shall be reprogrammed by the City.

The method of payment to the Sub-recipient shall be reimbursement of all allowable expenses upon written request accompanied by all documentation of said expenses.

IV. REPORTS AND MONITORING

A. Monthly Reports. The Sub-recipient shall submit monthly Work Program progress reports to the City's Director of Community Development. The Sub-recipient shall also submit on the 30th of April, 2021 a comprehensive report detailing how the Sub-recipient has met the requirements, goals, and objectives of the Work Program during the Agreement year. The comprehensive report shall include performance data, including data on client comments, and identification of actual expenditures.

B. Monitoring. The City will schedule one (1) monitoring visit with the Sub-recipient to evaluate the Work Program's progress and performance. During, or in connection with, any monitoring visits, the City shall be provided access to all Work Program-related books, records and other materials (including, without limitation, computer files).

V. SUBCONTRACTS

The Sub-recipient shall not assign or subcontract this Agreement, or any part herein, without the prior written approval of the City. If approval is granted, any subcontract and all subcontracting procedures shall be in accordance with Federal procurement standards contained in 24 CFR Part 85.36 and OMB Circular 110.

VI. REGULATIONS AND REQUIREMENTS

A. Conformity to HUD Regulations. The Sub-recipient agrees to abide by guidelines set forth by HUD for the administration and implementation of the CDBG Program, including:

1. applicable Uniform Administrative Requirements set forth in 24 CFR 570.502; and
2. applicable Federal laws and regulations in 24 CFR 570.600, et seq.;
3. requirements and standards of OMB Circular No. A-122, and the Attachments to OMB Circular No. A-110 specified in 24 CFR 570.502 (b); and
4. applicable requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), including specifically Section 312 relating to duplication of benefits.

In this regard, the Sub-recipient agrees that duly authorized representatives of HUD shall have access to any books, documents, papers and records of the Sub-recipient which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

B. Conformity to City Regulations. The Sub-recipient covenants and agrees to observe and abide by all reasonable rules, regulations, ordinances and resolutions that may be promulgated from time to time by the City concerning the use of CDBG funds received from the City and used by the Sub-recipient.

VII. PROGRAM CLIENTS

The Sub-recipient agrees that CDBG funds shall only be used to provide services to residents of the City of Sandy Springs.

VIII. EQUAL EMPLOYMENT OPPORTUNITIES

The Sub-recipient shall comply with Equal Employment Opportunities as stated in Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations.

IX. TERM

Unless terminated earlier in accordance with the provisions contained herein, the term of this Agreement shall be approximately **six (6) months, beginning November 17, 2020, and ending May 31, 2021**, or for such longer period that the City and Sub-recipient agree to and for which CDBG funds are available and have been appropriated, including program income, as defined by CDBG regulations.

X. INSURANCE TO BE PROVIDED BY THE SUB-RECIPIENT

The Sub-recipient shall, prior to the date of execution of this Agreement, file with the City certificates or policies of workers' compensation, public liability, automobile liability (including non-ownership and hired vehicles) and property damage insurance satisfactory to the City and in compliance with the law, and in form and amount sufficient to protect the City ("Required Insurance"). Each certificate or policy shall carry the provision that the insurance shall not be canceled or reduced, terminate, lapse or otherwise expire prior to thirty (30) days' written notice to that effect given by the insurance carrier to the City. All insurance required by this paragraph shall remain in full force and effect for the entire Agreement year, and THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED PARTY BY ENDORSEMENT UNDER SUCH INSURANCE CONTRACTS. The certificate or policy shall also contain a stipulation that the insurance carrier will not invoke the defense of performance of a governmental function by the Sub-recipient in performing this Agreement.

Sub-recipient may not, and shall not, perform any work or services under this Agreement during any period of time in which the Required Insurance is not in effect. Sub-recipient's failure to comply with the requirements of this section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Sub-recipient and without penalty to the City.

This Agreement shall not be binding on the City until a satisfactory certificate of insurance has been filed with the City and approved by the City Attorney as to form and sufficiency.

The Minimum Limits of Liability Coverage shall be as follows:

A. Comprehensive General Liability, including premises and Operations, Elevator Liability; Protective Liability, Products Liability including completed Operations Coverage; and Contractual Liability, for this Agreement.

Limits: \$1,000,000/\$2,000,000
(per occurrence/annual aggregate)

B. Comprehensive Automobile Liability, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage (if applicable).

Limits: \$500,000/\$1,000,000
(per occurrence/annual aggregate)

C. Workers' Compensation, including Employer's Liability.

Limits: Statutory
Employers Liability: \$100,000

XI. INDEMNIFICATION

To the extent allowed by law, Sub-recipient hereby assumes, and shall defend, indemnify and save the City harmless from and against any and all liability loss, claim, suit, damage, charge or expense which the City may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property' whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Sub-recipient in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Sub-recipient and any of Sub-recipient's subcontractors, agents or employees in the performance of Sub-recipient's obligations under this Agreement.

XII. PROGRAM INCOME AND REVERSION OF ASSETS

Any "program income", as defined by CDBG regulations, gained from any CDBG funded activity of the Sub-recipient shall be returned to the City.

Within thirty (30) days of the expiration or earlier termination of this Agreement, the Sub-recipient shall transfer to the City any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the Sub-recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used or disposed of in accordance with 24 CFR 570.503 (b)(7).

XIII. RELIGIOUS ORGANIZATIONS OR OWNED PROPERTY

The City of Sandy Springs does not discriminate against faith-based organizations in accordance with Georgia law.

CDBG funds may be used by religious organizations or on property owned by religious organizations provided that Sub-recipient seeks prior written approval from the City and only in accordance with requirements set in 24 CFR 570.200(j).

XIV. RECORD KEEPING

A. Compliance with Guidelines. Sub-recipient shall comply, at all times, with the Guidelines for Financial Management set forth in Attachment III of this Agreement. Sub-recipient shall keep, and upon request Sub-recipient shall make available to the City, books, documents, financial statements, invoices,

bills, purchase orders, purchase vouchers, payrolls and other records (including, without limitation, computer files) recording all net costs, all direct and indirect costs of labor, materials, equipment, supplies and services, and all other costs and expenses, of any nature whatsoever, for which reimbursement is or may be claimed under the provisions of this Agreement.

B. Duplication of Benefits. Sub-recipient shall have policies and procedures in place to prevent duplication of benefits (available methods described by Federal Register Notice 71060), and to: (i) ensure that this grant is necessary and reasonable; (ii) monitor compliance; and (iii) recapture funds if a duplication of benefits occurs.

C. Inspection of Documents. Sub-recipient shall keep, and upon request Sub-recipient shall make available to the City, books, documents and other records (including, without limitation, computer files), recordings, any and all contracts, transactions, activities, claims, disputes, lawsuits, and correspondence pertaining or relating in any way to this Agreement.

D. Audit Rights. HUD and the City, and the authorized representatives of each, shall have the right of access, upon request, to any and all books, documents and other records of the Sub-recipient pertaining to or relating in any way to this Agreement. At any time during the Agreement year, HUD and the City, and the authorized representatives of each, shall have the right to conduct any audit(s) or other examination(s) (including, without limitation, examinations conducted during any monitoring visits) of Sub-recipient's activities and records as those agencies, or either of them, deem appropriate. HUD and the City, and the authorized representatives of each, shall have the right to copy, transcribe and to reproduce for their own use any books, documents and other records of the Sub-recipient.

E. Preservation of Records. The Sub-recipient shall preserve and make available to HUD and the City, its books, documents and other records (including without limitation, computer files) pertaining to or relating in any way to this Agreement, for a period of four (4) years after final payment under this Agreement or for such longer period, if any, as is required by applicable statute, by any clause of this Agreement, or by (1) or (2) below.

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available until expiration of four (4) years from the date of the resulting final settlement.
2. Records which relate to (i) appeals under the "Disputes" clause of this Agreement, (ii) litigation or the settlement of claims arising out of the performance of this Agreement, (iii) cost and expenses of this Agreement as to which exception has been taken by the Auditor of HUD or any of its authorized representatives, or by the City or its authorized representatives, shall be retained by the Sub-recipient until such appeals, litigation, claims, or exceptions have been disposed of.

F. Subcontracts. The Sub-recipient shall include in each of its subcontracts hereunder, a provision to the effect that the subcontractor agrees that the Auditor of the Department of Housing and Urban Development or any of its authorized representatives, and the City of Sandy Springs or any of its authorized representatives, shall, until the expiration of four (4) years after final payment under the Agreement, have the right to examine any books, documents, and records of such subcontractor that

pertain or relate to, the subcontract. The term "subcontractor", as used in this paragraph only excludes (i) purchase orders not exceeding \$2,500, and (ii) subcontracts or purchase of public utility services with rates established for uniform applicability to the general public.

XV. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by agreement shall be decided by the Director of Community Development, who shall reduce the decision to writing and furnish a copy thereof to the City Manager and the Sub-recipient. The decision of the Director of Community Development shall be final and conclusive unless, within ten (10) days from the date of receipt of such copy, the Sub-recipient furnishes to the City Manager a written appeal. The decision of the City Manager or her duly authorized representative for the determination of such appeals shall promptly be hand-delivered or sent by certified mail to the Sub-recipient, and such decision shall be final and conclusive unless appealed to a court of competent jurisdiction within thirty (30) days of receipt of the City Manager's decision, and determined by that court to have been fraudulent or arbitrary.

In connection with any appeal proceeding under this clause, the Sub-recipient shall be afforded an opportunity to be heard, to be represented by counsel at its own expense, if it so desires, and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Sub-recipient shall proceed diligently with the performance of the Agreement and in accordance with the decision of the Director of Community Development.

XVI. TERMINATION FOR CAUSE OR CONVENIENCE

A. Termination for Cause by City. If the Sub-recipient shall fail to fulfill its obligations and promises under this Agreement, or if it shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective day of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or obtained by the Sub-recipient shall become the property of the City.

Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Sub-recipient, or for money received but not earned and may withhold any payments to the Sub-recipient, and retain them for the purpose of setoff to the extent of the amount due to the City from the Sub-recipient.

B. Termination for Convenience.

1. By Sub-recipient. The Sub-recipient may terminate this Agreement at any time, with or without cause, for any or for no reason, by giving written notice to the City of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall become the property of the City.

2. By City. The City may terminate this Agreement at any time, for any reason and without cause, by giving sixty (60) days advance written notice to the Sub-recipient of such termination. If the Agreement is terminated by the City, as provided herein, the Sub-recipient will be paid an amount representative of the time the Sub-recipient has actually performed under this Agreement and properly invoiced in compliance with this Agreement. In addition, in the event that funds are not available, or are not appropriated, to support the City's obligations under this Agreement, then the City may terminate this Agreement by providing written notice to the Sub-recipient within a reasonable time after the unavailable or non-appropriation of funds is effected.

XVII. SPECIAL PROVISIONS

A. Non-Discrimination. During the performance of this Agreement, the Sub-recipient agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Sub-recipient. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Also, the Sub-recipient, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, will state that it is an equal opportunity employer.

B. Drug-Free Workplace. During the performance of this Agreement the Sub-recipient agrees as follows: (1) to provide a drug-free workplace for the Sub-recipient's employees; (2) to post in conspicuous places available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (3) state in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient that the Sub-recipient maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with this Agreement awarded to a Sub-recipient, where the Sub-recipient's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

C. Notices, Advertisements, Solicitations. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. Subcontractor Provisions. The Sub-recipient will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor.

XVIII. WORKERS' COMPENSATION

Sub-recipient shall not allow any subcontractor to perform any work on a construction project, in connection with this Agreement, unless the subcontractor has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of O.C.G.A. Title 34, Chapter 9, as amended. Sub-recipient shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

XIX. PUBLIC DISCLOSURE OF AGREEMENT DOCUMENTS

Sub-recipient acknowledges and understands that this Agreement, and all related public proceedings and records, shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., to the extent such law applies.

XX. CONTACT PERSONS

The City's designated representative to receive all communications, claims and correspondence regarding this Agreement is Andrea Surratt, City Manager, and all such communications, claims and correspondence shall be sent to such representative at the following address: 1 Galambos Way, Sandy Springs, Georgia 30328.

Sub-recipient's designated representative to receive all communications, claims and correspondence regarding this Agreement is Maritza Morelli, Executive Director, Los Ninos Primeros, and all such communications, claims and correspondence shall be sent to such representative at the following address: 471 Mount Vernon Highway NE, Sandy Springs, Georgia 30328.

XXI. SEVERABILITY

In the event that any term, provision or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

XXII. INTERPRETATION OF PROVISIONS

In the event of any conflict, discrepancy or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' agreement.

XXIII. HEADINGS

Section, article and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Agreement.

XXIV. NO WAIVER OF RIGHTS

No failure on the part of the City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by Sub-recipient shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the City, and/or the performance of all or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by the Sub-recipient, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Agreement.

XXV. INDEPENDENT CONTRACTOR

Neither the Sub-recipient, nor its agents, employees, assignees or subcontractors shall be deemed employees or agents of the City by virtue of any services performed pursuant to this Agreement or the contractual relationship established hereby. The Sub-recipient shall have sole responsibility for its staff, including their work, personal conduct, directions and compensation.

XXVI. MODIFICATION

This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Agreement.

XXVII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All litigation arising out of this Agreement shall be commenced and prosecuted in the Federal, state or local court(s) having jurisdiction with the City of Sandy Springs, Georgia.

XXVIII. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS THEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed an original on the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SANDY SPRINGS

	<i>Signature</i>	Date
By:		
	Andrea Surratt	
Title :	City Manager	

Los Niños Primero

	<i>Signature</i>	Date
By:		
Title :		

Funds Available: \$60,000

Approved as to Form

City Attorney	Date
---------------	------

ATTACHMENTS

1. Work Program (Provided by Sub-recipient)
2. Budget (Provided by Sub-recipient)
3. Guidelines for Financial Management of CDBG-Funded Activities
4. Federal Regulations

ATTACHMENT I

**Work Program
(Attached)**



**Summary Letter for Los Niños Primero
CDBG-CV Funding Proposal
October 9, 2020**

Since Summer 2001, Los Niños Primero has served underprivileged Latino children, youth and families living in the Sandy Springs community. Los Niños Primero is the only **Latina-led nonprofit** in Atlanta that provides academic, leadership, arts and cultural enrichment to this constituency. Executive Director, Maritza Morelli, emigrated to Atlanta 30 years ago from Venezuela. She is keenly aware of the challenges immigrant families face. Maritza understands the delicate balance the families strike to ensure their children thrive in public schools while preserving a meaningful connection to their heritage, culture and language. In her 20-year leadership at Los Niños Primero, Maritza has succeeded in building a harmonious, cohesive and respectful community in which the families can learn, lead and excel. She has led the organization from one site with 17 children in 2001 to six service sites, serving 800 children, youth and families in 2019.

In 2020 we will provide students and their families with 6 distinct programs: academic pre-K, arts and cultural enrichment, early literacy, youth and family leadership, and sports. All educational and leadership programs are provided at no cost to the families.

Proposal Request: to expand our public services by doubling the number of Saturday School sessions offered to low-income Latino children and youth. Forty (40) sessions to be offered from 2020 to 2021 and **to add a new program to support Latino youth** who have experienced a significant set-back in preparing college applications and scholarships due to the closure of schools during the COVID-19 pandemic, (30) sessions.

Our Mission: To prepare underserved Latino pre-school children for educational success by providing opportunities to develop their language, cognitive, social, and motor skills. Together with certified teachers, engaged parents, and trained teen volunteers, we inspire a passion for learning.

Our Vision: to inspire Latino children to be lifelong learners and exemplary members of the community.

Organization:

Los Niños Primero, INC
471 Mount Vernon Highway NE
Sandy Springs, Georgia 30328
Phone: 404.285.6653

Executive Director:

Maritza Morelli
404.285.6653

CONTACT INFORMATION:

Ashley Lewman
404.483.6065
ashley.lewman@losninosprimeroga.org

Federal Tax ID Number: 31228

DUNS #: 026440497



Accomplishments to Date, July 1 to October 1, 2020

Partially Funded by CDBG-CV Grant

- Latino Family training, July 3, led by **Northwestern Mutual Financial Advisor, Juan Diego Ramirez**. His presentation focused on family budgeting, financial planning and literacy. The session wrapped up with a review of the importance of participating in the 2020 Census.
- Family training, July 9, led by **Georgia Department of Behavioral Health, Rosa Rodriguez**, topic: **Adapting to Change**
- **July 29, 2020, Executive Director, Maritza Morelli**, joined the **Sandy Springs Latino Civic Table**, to discuss diversity and inclusion within our community.
- **Latino Family support, Among Friends**, a discussion forum launched on **August 16th**, facilitated by Executive Director, Maritza Morelli. Latino adults choose the weekly conversation topic to explore and consider in depth.
- Latino Family training, **August 27th**, How to Use ClassDojo, an educational app to successfully communicate directly with teachers and additional **Zoom training**.
- Technology training for Family Engagement Coordinators and parents, **August 29th** with bilingual instructor, Rolando Godoy.
- **August 2020**, Curriculum written for **virtual Saturday School Sessions** expansion, including teacher training. We have ***doubled the number of sessions*** for Sandy Springs children, youth and adults.
- **August 2020, Saturday School classroom supplies** were distributed to 47 Sandy Springs preschool students
- **Saturday School Sessions began September 12th**, enrolled 47 Sandy Springs Latino children, 25 active Sandy Springs youth volunteers, and 50 Sandy Springs Latino adult participants. Enrollment remains open.
- **September 23, 2020 - Virtual Music, Health and Wellness** program launched for Sandy Springs children and youth. Led by bilingual Music therapist, Ricardo Hurtado.



Project Proposal
2020-2021 Expansion of Saturday School Sessions
for Low-Income Latino Children and a New Program for Latino Youth

3. Provide a description of the proposed project

Our proposal is to expand our public services by *doubling* the number of Saturday School sessions offered to low-income Latino children in 2020-2021 and to offer a new program for Latino youth

Los Niños Primero has been a stalwart in the Sandy Springs Latino community providing opportunities and meaningful access to learning through early childhood and family programs. Our year-round, early educational programs are designed to prepare students to enter kindergarten ready to learn. As a result of the COVID-19 pandemic, school closures, and the shift to online learning, our students are at risk of falling behind academically. In order to combat this learning loss, we plan to expand our Saturday School sessions for underserved, low-income Latino children. Sandy Springs public school educators with whom we partner have expressed an immediate need for greater educational support of Latino children. The 2020-2021 schedule will add an additional **20 Saturday School sessions**. It will be offered in the heart of Sandy Springs at Mount Vernon Preschool and will serve three and four-year-old Latino students. **95% of the children enrolled in our Pre-K programs are first-generation, American citizens.** The children represent our future and their dreams are achievable with the continued support of our Sandy Springs community.

Early childhood care and education (ECCE) is more than preparation for elementary school. Its purpose is to advance the **holistic development** of a child's social, emotional, cognitive and physical needs in order to build a solid and broad foundation for **lifelong learning** and wellbeing.

Los Niños Primero Saturday School Sessions: three- and four-year-old students receive bilingual speech and language screening from a certified speech and language pathologist. The early screening allows for the children to receive services tailored to their specific needs before they enter Sandy Springs public elementary schools. Saturday School sessions are the children's first introduction to the structure of a school classroom. The program allows the children to acclimate to a school setting before entering our public elementary schools. Sessions will be offered throughout the school year. In this half-day program, language skills are advanced through various themes, science, math, music and art projects. Priority placement is given to children who do not have access to a public-school Pre-K program and do not have the financial means to afford a private Pre-K program.

Latino youth participation in Saturday School Sessions:

To make their personal contribution and to give back to the Sandy Springs community, Latino youth participants volunteer throughout the school year. Our 80 youth volunteers are diligent students who take the first step toward our program with their application. Each youth must have a teacher or community leader's recommendation, statement of strong school attendance and must write a persuasive, well organized essay for their application. The selected teens are trained to assist the teachers in the classroom and to understand the importance of being exemplary role models for the younger children. The success Los Niños Primero has achieved by including teens in the **decision-making and leadership** of our Saturday School Sessions serves Sandy Springs well. Our youth participation is a unique attribute that has proven to be essential to the well-being of our preschoolers. The teen component allows our preschool age students to connect with powerfully inspiring role models. The volunteers demonstrate daily their capacity for kindness while actively promoting leadership, intellectual curiosity and pride in their culture. In 2019 this group of youth leaders accumulated over 11,800 volunteer hours. A noteworthy figure which underscores our sustainability is that in 2019, 28% of our youth volunteers were formerly enrolled in our preschool program. They stay connected through our extracurricular activities and return to us (when they reach the 8th grade) to give their service and to inspire the younger students. From 2016 to 2019, we saw an increase of 86% in the number of teen volunteers enrolled in our program.

Latino adult participation during Saturday School Sessions:

Los Niños Primero requires parents to actively participate in our year-round program. Parents are expected to attend 10 of our 14 parenting classes offered throughout the year. These classes instruct parents that school attendance and parental participation are paramount to academic success and graduation. Specific instruction is given on how to communicate with their children's teachers and includes role playing to learn positive, productive communication skills. The parent program teaches basic computer skills enabling them to assist their children and improve their professional skills. Empowering the parents builds confidence and the courage to be an advocate for their children. Topics discussed in the 2019 parent courses included:

- Helping Your Child Manage Anxiety, Hector Pereles, LPC
- Cognitive Based Compassion Training, Andrea Garcia
- Raising Your Children to be Compassionate People, Montse Mota
- How to Foster Resilience in Your Child, Montse Mota
- Best Practices for Helping Your Child at Home with School Work, Megan Feldvebel and Joan Silvestrini, Los Niños Primero Educators

Investing in our city's Latino children, youth and families during this Covid-19 crisis, is critical to their access to greater economic stability. Consistent academic and socio-emotional support during this time of certainty will mitigate the hardships the children and families experience.

In 2019, Los Niños Primero served over 650 Latino children, youth and adults living in Sandy Springs, Georgia.

**Los Niños Primero Saturday School Sessions
And Youth Program Outcome Measures
Serving Sandy Springs, Georgia
2020 - 2021**

AREA	PERFORMANCE & OUTCOME MEASURES	GOAL 2020-2021
Prof. Dev.	# of adults/teachers trained in Early Childhood	85
	# of adults/teachers receiving additional certifications in Early Childhood education or development	20
	# of trained educators receiving first time or new positions	10
Quality	# of families receiving training on Early Childhood development	70
	# of parent educators trained in Early Childhood development	40
	# of development screenings completed	70
	# of Sandy Springs children in year-round educational support opportunities - Saturday School Sessions	70
	# of parents who report feeling more prepared for the transition to kindergarten	70
	# of parents demonstrating increased understanding of Early Childhood development	70
	# of children developmentally on track after an academic year of training, as demonstrated by a standard assessment	70
Literacy	# of books provided to children 0 to 5	210
	# of adults trained to support Early Childhood literacy (e.g. volunteers, parents, staff)	50
	# of children making language and literacy gains on standard assessment following investment	55
Access	# of new early learning slots for children created	20
	# of children enrolled in Georgia Pre-K following proposed funding	70
	# of new classrooms opened	3
Youth	# of youth engaged in year-round volunteer activities	80
	# of youth trained for community leadership	80
	# of youth applying for Los Niños Primero- Martha Barrios Mead college scholarship	15
Admin	# of youth applying for LNP internship roles	5
	# of dollars leveraged for the current year or future year	\$180,000

Specific objectives and data measures for Sandy Springs Saturday School Sessions

Each child enrolled in our program is tested at the start of the program and a second time upon completion. The test varies by age and consists of 15 to 30 questions which cover social skills, language, reading readiness and math. Pre and post testing is conducted one-on-one with a state certified teacher and adult volunteer. Georgia-certified teachers conduct the assessments and testing. At the end of the year, the teachers will be assigned to assess a teammate's class to ensure the greatest accuracy and integrity of the testing process. Scores are recorded and progress tracked at the end of the session. Our methods also include early intervention screening (at the age of 3- and 4-years-old) for speech/language and motor skills. The early screening allows us to tailor our instruction to the needs of these preschool-age students and to guide the parents to the appropriate resources if assistance is needed. Our ability to intervene early allows the students to be school-ready when they enroll into our public schools. Very few of our 3-year old students speak English. One of our primary purposes is to ensure that when they enter our Sandy Springs public schools, they have mastered English and are capable of learning at a level commensurate with their native English-speaking peers.

SPECIFIC GOALS FOR SATURDAY SCHOOL SESSIONS ARE AS FOLLOWS:

- Our goals are for at least 70% of the three-year old children to be able to listen and follow the teacher's directions, verbalize their name, age and gender, identify parts of the body, know how to hold a book for reading and recognize important symbols.
- 75% of four-year-old children will listen and follow the teacher's directions, retell a picture story, recognize first name and identify letters in name, identify seven numbers, five colors and four shapes.
- 80% of five year old children will answer questions about a story read to them, identify prepositions, recognize their name and orally identify letters in name, identify upper and lowercase letters and the sounds of the letters, identify 20 sight words, count to 20 by ones, count 10 objects with one to one correspondence, identify solid shapes and write first and last names independently.



**Expansion of Saturday School Sessions
And New Program to Prepare Latino Youth For
College and Scholarship Applications
Meets Two of the CDBG-CV National Objectives**

4. Describe how the project meets one of the three (3) national objectives

The expansion of Saturday School sessions will meet two national objectives. It will serve very low-income Latino children, youth and families living in Sandy Springs. Additionally, the expansion will address the immediate, urgent need for vital educational support. A need that has been exacerbated by the early closure of public schools and the inadequacies presented by distance learning.

- 1. The first objective, serving low-income residents:** The Sandy Springs Latino community has been grievously harmed by the spread of the coronavirus. The elimination of jobs and reduction of work hours have disproportionately hit this community. The pandemic, compounded by the current racial crisis, has created a significant demand for additional public services. Our focus is on the educational, financial, social and emotional well-being of Latino children, youth and families. The stability of Los Niños Primero services brings a modicum of relief and hope to a vulnerable populace.

An investment in the educational support of our children and youth will create a stronger foundation for the community and nourish the seeds of civic engagement. Looking forward, the Latino population will continue to represent a major force in social, political and economic arenas. Los Niños Primero will use the funding to educate and to encourage new Sandy Springs leaders. Ultimately improving and illuminating the path to more engaged citizens. Now more than ever, stability and consistent, Latino leadership is needed in all communities.

- 2. The second objective, meeting an urgent need:** Our proposal responds to the urgent need for educational support. Los Niños Primero partners with Sandy Springs public elementary schools. Educators from multiple schools have requested additional support for Latino children. Once our public schools have reopened, our programs will follow Fulton County and the CDC's Covid-19 safety guidelines for our classrooms. Modifications to our programs will be made to ensure the safety of all students and staff. For the 2020 summer months, we will launch a *virtual* educational program. By the start of the 2020 school year, we will have data documenting the results from our virtual learning. We will complete a program review and will collect feedback from our stakeholders regarding the challenges and successes of this new method.



A New Program for Sandy Springs Latino Youth
Sandy Springs Mission and Los Niños Primero Collaborative Program
To Support Latino Youth with the College and Scholarship Application Process
During the COVID-19 Pandemic
November 1, 2020 to May 31, 2021

Sandy Springs Mission and **Los Niños Primero** have partnered for over a decade to conserve resources while serving economically disadvantaged Latino families. Together we will partner to provide Sandy Springs Latino youth with weekly support to navigate the college application process. Our nonprofits serve over *100 Sandy Springs Latino teens*. Most will be the first in their families to attend college. Sandy Springs Latino youth have unique hurdles to surmount when applying for college admission and scholarships. Their parents are unfamiliar with the process, struggle with cultural and language barriers and lack the skills to guide their children through the necessary steps. COVID-19 has exacerbated these circumstances. There is a heightened sense of anxiety and fear as Latino families have struggled to adjust to virtual learning. Surveys distributed by Los Niños Primero reveal that economically disadvantaged Latino families have stumbled due to lack of internet connectivity, insufficient technology skills and a shortage of tablets to connect remotely.

Latino teens at Riverwood High School and North Springs Charter High School are falling behind due to school closures and the trials they face with remote learning. Many report that they do not have adequate access to their schools' counseling offices. Latino youth and their families have asked for a program that would support these challenges. Sandy Springs Mission and Los Niños Primero will partner with a Sandy Springs contractor who specializes in the application process. **Ms. Kathy Shapiro**, a former attorney and founder of **Effective Essays College Consultants**, will tailor a weekly program beginning November 1 through May 31, 2021. Ms. Shapiro has served the city of Sandy Springs as a volunteer and board chairman of **Sandy Springs Education Force**. The schedule will include **30 sessions**, fee-free, to help Springs Latino youth overcome the setbacks brought on by the COVID-19 pandemic.

Los Niños Primero and Sandy Springs Mission will manage the program collaboratively. Los Niños Primero will manage and invoice for the first 15 sessions and Sandy Springs Mission will manage and invoice the second set of 15 sessions.



A New Program for Sandy Springs Latino Youth
Sandy Springs Mission and Los Niños Primero Collaborative Program
To Support Latino Youth with the College and Scholarship Application Process
During the COVID-19 Pandemic



Ms. Kathy Shapiro

Kathy Shapiro, Sandy Springs resident, founder, and education contractor.

Effective Essays College Consultants will partner with Los Niños Primero and Sandy Springs Mission. They will coach Sandy Springs Latino students through the college and scholarship application process. The students will learn the necessary steps to begin taking their freshman year and a college application plan from which to build on throughout their high school years. The program will include instruction to successfully write compelling, creative essays for their college applications and scholarship submissions. Students will complete the program knowing that they have managed their time well, grown as writers, and submitted well-written, appropriately responsive works that vividly express their unique authors' voices and life experiences.



5. Experience and Qualifications of the Expansion Leadership Team



Maritza Morelli, Executive Director

will oversee the expansion and lead the expansion team. Her leadership has cultivated meaningful public and private partnerships throughout Sandy Springs, metro Atlanta and the state. She holds a master's degree in child psychology and is bilingual. In 2020, Maritza was chosen for **the Inspiration Award** by the Latin American Association.

Maritza has invested 20 years at Los Niños Primero



Kimberly Price, Ed.S, Academic Coordinator

will be the project manager and the academic coordinator. Kimberly brings two decades of teaching experience. She is a Response to Intervention/504 Support Specialist in Fulton County. As the Academic Coordinator, Kimberly is responsible for the instructional program. In addition, she provides guidance to teachers to ensure that the learning environment and instruction are effective and that each child is receiving the academic support they need to learn. Kimberly holds a BA in childhood development, a master's degree in reading and literacy and an educational specialist degree.

Kimberly has invested 12 years at Los Niños Primero



Lyn Alpauti, Database and Support Coordinator

will manage registration and data collection for Saturday School expansion. Her experience in the college admission field has translated well to her current role at Los Niños Primero. Lyn is bilingual and holds a bachelor's degree in government and international studies from the University of South Carolina.

Lyn has invested 5 years at Los Niños Primero



Jordan Keppler, Youth Volunteer Coordinator

will manage the recruitment, training and development of our Latino youth volunteers. She completed her master's degree in Early Childhood Education at Florida State University in 2018. She is a pre-K teacher at Lake Forest Elementary. In 2016, Jordan graduated from Florida State University as a Service Scholar with a bachelor's degree in Interdisciplinary Social Science and a minor in Leadership Studies.

Jordan has invested 12 years at Los Niños Primero.



Dr. Sara Botto, Data Analyst

is a cognitive development researcher. Dr. Botto will observe in the classrooms and will provide the statistical analysis of the children's progress. Sara is bilingual and holds a PhD from Emory University in Developmental Psychology and Cognitive Psychology. In 2019, Dr. Botto presented at **TEDxAtlanta**. Sara is the author of **AdulthoodWithKids.com** which provides parents with credible, science-based child developmental research presented in an easy-to-understand and engaging way

Sara has invested 5 years at Los Niños Primero.



Natalie Generally, Music Teacher

earned a master's in music education, is a GA-certified music therapist and teacher, manages the music program. Natalie works with children throughout the Fulton County school system.

Natalie has invested 3 years at Los Niños Primero.



Wendy Seeman, Art Teacher

is an immensely creative art teacher and has taught in Fulton County for 24 years. Wendy has a bachelor's degree in art education and a master's degree in special education.

Wendy has invested 2 years at Los Niños Primero.



Isaac Poling, Yoga Teacher

is our mindfulness and yoga teacher. Isaac is a certified K-5 teacher with an ESOL endorsement. He graduated from Atlanta Christian College and has been teaching for ten years.

Isaac has invested 2 years at Los Niños Primero.



Gloria Narea, Family Engagement Coordinator

is responsible for developing and maintaining relationships with Los Niños Primero families, as well as assisting in the implementation of all family programs including parent workshops, support groups, and volunteer opportunities. Gloria earned a bachelor's degree in education and is a teacher at Holy Spirit Preparatory School. She is also bilingual.

Gloria has invested 5 years at Los Niños Primero.

Project Budget Line Item For Saturday School Sessions/Youth Program Period covers: July 1, 2020 to May 31, 2021	Projected Cost as Submitted in Grant Application	Description of Purpose
Income		
		\$40,000 awarded on June 23, 2020, current request is for \$60,000 additional funding.
Proposed CDBG-CV Funds	\$100,000	
Gala Fundraiser - virtual	\$15,000	Gala has been rescheduled to 2021
Gas South Funds	\$10,000	
Fulton County	\$16,000	
Goizueta Foundation	\$24,000	
Sandy Springs Society	\$5,000	
Donors	\$5,000	
Total Income for Expansion	\$175,000	
Expenses		
Teachers - Ten (10) GA-certified	\$35,000	Fees paid to contractual teachers, 40 Saturday sessions
Executive Director	\$15,500	25% of salary allocated toward two programs
Administrative Assistant	\$8,000	
Youth Volunteer Coordinator	\$15,000	
Youth College Application Prep Program	\$20,000	
Bilingual Family Engagement	\$10,000	
Academic/Project Manager	\$10,000	
Music, art and dance instructors	\$5,000	
Quarterly field trips	\$2,000	
Data/Testing Coordinators	\$8,000	
Bus Transportation, driver, fuel	\$10,000	Year-round transportation for children, youth enrolled in Saturday School Programs
Classroom Supplies	\$2,000	Classroom materials for Saturday School sessions and parent courses
Amazon Fire Tablets - 120	\$20,000	
Food	\$3,000	Snack year-round for 60 students, 80 youth volunteers and 9 teachers.
T-shirts	\$2,000	T-shirts for children, youth and teachers in the program
Backpacks/school supplies	\$2,500	Backpacks and school supplies
Misc Operating Expenses - insurance, software	\$7,000	liability insurance, software license
Total Expenses	\$175,000	
Net Income	\$0	



Timeline for Saturday School Sessions:

1. Create Budget for Saturday School Sessions 2020 – 2021 **Status: complete**
2. Register 60 Latino children, 3 and 4 years old, in progress, to be completed by July 15, 2020.
3. Speech therapist to screen each enrolled child, to be completed by July 24, 2020.
4. Prepare and organize classroom materials, to be completed by July 25, 2020.
5. Complete bus transportation route planning, by July 25, 2020.
6. Train teen volunteers, July 15th and July 29, 2020.
7. Mandatory Parent Meeting - schedule of parent civic engagement and leadership classes provided at registration. July 25, 2020.
8. Classes begin Saturday, August 1, 2020 and finish Saturday July 31, 2021 – forty (40) sessions.

7. Leveraging CBVG-CV Funding

Throughout our 20-year history, Los Niños Primero has successfully leveraged our funding and has no debt, nor have we taken loans. We are confident we will have a private foundation match **100% of the proposed funding from CDBG-CV**. Los Niños Primero has received funding from two **Fortune 1000**, Sandy Springs based corporations, UPS and Global Payments. In 2020, we will leverage our award to apply for additional funding from The Imlay Foundation and The Community Foundation for Greater Atlanta. Leveraging will include increasing our individual and corporate donors to match CDBG-CV funds.

In 2020, we have received our third multi-year grant from The Goizueta Foundation. The proposed CDBG-CV funding will complement Sandy Springs' determination to provide opportunities for all its residents. Roberto Goizueta's words say it best:

"My story boils down to the uniquely American idea that a young immigrant could come to this country with nothing but a good education and a job as a chemist, and 30 years later have the opportunity to lead one of the world's best-known enterprises." - Roberto C. Goizueta, Chairman and CEO of The Coca-Cola Company from 1981 to 1997.

Additionally, we will continue to reach out to local businesses. Our 20th anniversary gala fundraiser has been rescheduled to 2021. It is a considerable set-back, but we will host several small fundraisers for the remainder of the year. In 2019, we received over 150 small donations from local businesses for our silent auction. Los Niños Primero received donations from these corporations as well: Georgia Power, Coca-Cola Company, Southwest Airlines, Barteca Restaurant Group, and Haven Campus Communities.



8. Estimate of enrolled student and youth volunteer participation:

Students (3 to 5 years old) = 60 students

Youth Volunteers and participants (13 to 19 years old) = 80 volunteers

Adult Volunteers and participants (20 to 60 years old) = 50

Total= 190 Latino children,youth and adults - approximately 140 households

9. Describe process to document eligible population requirements:

Los Niños Primero has 15 years' experience of maintaining a detailed database which is essential for our grant reporting to foundations, student and family communication and for all reports submitted to Fulton County. Our children/families' files are stored for review in our Sandy Springs office and maintained in an online database. Every enrolled family submits:

- Child's birth certificate
- Proof of immunization
- Proof of Sandy Springs residency, such as apartment lease, utility or water bill
- Parent name, address and phone number
- Families self-report income. Los Niños Primero families live below the poverty line and 100% of our students attend Title I schools. All our elementary school and the majority of our middle and high school participants are eligible for free or reduced lunches.

10. How will service area requirements be documented to prove participants are Sandy Springs citizens?

With a 20-year presence in Sandy Springs, our enrolled families are well-known to our organization. Most of our families come to us through a familiar network of friends and family that are currently enrolled in our programs. Nevertheless, we require residency documentation to be renewed each year. The following documentation is collected to demonstrate the children, youth and families are residents of Sandy Springs. The data is stored in **Microsoft's Access Database Engine** and managed by Data Coordinator, Lyn Alpauti. Our children/families' files are stored for review in our Sandy Springs office.

- Proof of Sandy Springs residency, such as apartment lease, utility or water bill
- Parent name, address and phone number

Saturday School sessions are held in Sandy Springs and the proposed funds will be disbursed to serve Sandy Springs residents.



11. Financial reports are attached, including Los Niños Primero 2020 Organizational Budget and our 2018 audited financial report. Certified Public Accountants, **Brooks, McGinnis & Company, LLC** have conducted our annual audits for the last 5 years. They are currently conducting our 2019 audit.

Matched funds for CDBG-VG will include:

The Goizueta Foundation: \$24,000

Gas South: \$10,000

Sandy Springs Society (for transportation): \$10,000

Fulton County (to partially fund educators contractor fees): \$5,000

Total Funds received to match CDBG-CV proposed funding: \$49,000

ATTACHMENT II

**Budget
(Attached)**

Project Budget Line Item For Saturday School Sessions/Youth Program Period covers: July 1, 2020 to May 31, 2021	Projected Cost as Submitted in Grant Application	Description of Purpose
Income		
Proposed CDBG-CV Funds	\$100,000	\$40,000 awarded on June 23, 2020, current request is for \$60,000 additional funding.
Gala Fundraiser - virtual	\$15,000	Gala has been rescheduled to 2021
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Backpacks/school supplies	\$2,500	Backpacks and school supplies
Misc Operating Expenses - insurance, software	\$7,000	liability insurance, software license
Total Expenses	\$175,000	
Net Income	\$0	

ATTACHMENT III

Guidelines for Financial Management of CDBG-Funded Activities

To comply with Federal regulations, each program must have a financial management system that provides accurate, current and complete disclosure of the financial status of the activity. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for each activity (including any budget revisions), the amount obligated (i.e., for which the Agreement exists), and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City must be able to isolate and to trace every CDBG dollar received and prove where it went and for what it was used.

Accounting records must be supported by source documentation. Invoices, bills of lading, purchase vouchers, payrolls and the like must be secured and retained for four (4) years in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers/invoices should be on vendors' letterhead.

All employees paid in whole or in part from CDBG funds should prepare a time sheet indicating the hours worked on CDBG Work Programs for each pay period. Based on these time sheets and the hourly payroll costs for each employee, a voucher statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files.

The City is responsible for reviewing and certifying the financial management system of any operating agency which is not a City department or bureau, in order to determine whether or not it meets all of the above requirements. If the agency's system does not meet these requirements and modifications are not possible, the City must administer the CDBG funds for the operating agency.

Financial records are to be retained for a period of four (4) years, with access guaranteed to HUD or Treasury officials or their representatives.

One copy of the vendors' audited financial statement shall be submitted to the City immediately following the end of the vendors' fiscal year(s) during which CDBG funds are received.

Payment to Sub-recipients will be on a reimbursement basis to be submitted to:

Department of Community Development
1 Galambos Way
Sandy Springs, GA 30328

Requests are to be submitted on Sub-recipient's letterhead in a format consistent with the budget attachment, including an analysis of expenses to budget. A cash advance may be available upon special request.

ATTACHMENT IV

Federal Regulations

I. Compliance with Section 109 of the Housing and Community Development Act of 1974

The work to be performed under this Agreement is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974 ("Section 109"), which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

II. Compliance with the Equal Opportunity Provisions of Executive Order No. 11246

In carrying out the Agreement, the Sub-recipient or Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The Sub-recipient or Provider shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient or Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Sub-recipient or Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

III. Compliance with Housing and Urban Development Act of 1968, Section 3 (24 CFR 135.38)

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Sub-recipient or Provider agrees to send to each labor organization or representative of workers with which the Sub-recipient or Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient or Provider's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Sub-recipient or Provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable

provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Sub-recipient or Provider will not subcontract with any subcontractor where the Sub-recipient or Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Sub-recipient or Provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-recipient or Provider is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient or Provider's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) ("Section 7(b)") also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

IV. Conflict of Interest

No member of the governing body, or employee of the City of Sandy Springs, Georgia, or its designees or agents, and no other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Block Grant Program, during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement, or any subcontract, or the proceeds thereof.

V. Compliance with Lead-Based Paint Regulations

All construction, rehabilitation, or modernization of residential structures provided under this Agreement shall comply with the provisions of the Lead-Based Paint Poisoning Prevention Act (84 Stat. 2080; 42 USC 4841(3)) and the regulations thereunder (24 CFR Part 35). The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 482-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part cover activities under this Agreement, as applicable.

VI. Compliance with Section 504 of the Rehabilitation Act of 1973 (amended 1978, 1986)

The work to be performed under this Agreement is subject to the requirement of Section 504 of the Rehabilitation Act of 1973, as amended, which states that: "No other qualified handicapped individual in the United States . . . shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency."

VII. Certification Regarding Government-wide Restriction on Lobbying (Title 31 U.C.S., Section 1352)

The Sub-recipient or Provider certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

C. The Sub-recipient or Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VIII. Other

Compliance with all applicable Federal law is required, including, without limitation:

- 24 CFR 85.36
- 24 CFR 570.200 (j)
- 24 CFR 570.530 (a)(8)
- 24 CFR 570.603 (Labor standards)
- 24 CFR 570.604 (Environmental standards)
- 24 CFR 570.605 (National Flood Insurance Program)
- 24 CFR 570.606 (Displacement, relocation, acquisition and replacement of housing)
- 24 CFR 570.607 (Employment and contracting opportunities)
- 24 CFR 570.609 (Use of debarred, suspended or ineligible contractors or subrecipients)
- 24 CFR 570.610 (Uniform administrative requirements and cost principles)
- 24 CFR 570.613 (Eligibility restrictions for certain resident aliens)
- 24 CFR 570.614 (Architectural Barriers Act and the Americans with Disabilities Act)
- OMB Circulars A-87, A-110, and A-128 n2 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part.
- Public Law 88-352 (Title VI of the Civil Rights Act of 1964 and 24 CFR part 1.
- Public Law 90-284 (Fair Housing Act)
- Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107.
- Executive Order 12372 (Intergovernmental Review of Federal Programs), and implementing regulations at 24 CFR part 52.

NOTICE: This Attachment identifies some applicable Federal laws and regulations; however, this is not a representation or agreement of the City that no other Federal laws or regulations apply to this Agreement. Sub-recipient shall be responsible for compliance with all applicable Federal laws and regulations, whether or not such laws or regulations have been referenced in this Agreement or its attachments.

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA, AND
SANDY SPRINGS MISSION**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2020, by and between the **CITY OF SANDY SPRINGS, GEORGIA** (“City”), and **SANDY SPRINGS MISSION** ("Sub-recipient").

WITNESSETH:

WHEREAS, the City has received an allocation from the United States Department of Housing and Urban Development ("HUD") as part of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), Public Law 116-136, for response to the COVID 19 virus pandemic (“Pandemic”); and

WHEREAS, this grant is a special allocation of the Community Development Block Grant program (“CDBG Program”) whereby allocated funds must be used to prevent, prepare for and respond to the Pandemic (“COVID-19 Program”); and

WHEREAS, the primary objective of the CDBG Program generally is the development of viable urban communities, including decent housing and a suitable living environment, and the expansion of economic opportunities principally for persons of low and moderate income; and

WHEREAS, the primary objectives of the COVID-19 Program is to assist in meeting the emergency needs within the City related to the Pandemic in order to prevent, prepare for and respond to the virus; and

WHEREAS, the provision of public services which are directed toward improving the community's public services and facilities, including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, housing and food, energy conservation, welfare, or recreation is an eligible CDBG activity; and

WHEREAS, the Sub-recipient is a public or private nonprofit agency, authority or organization which has submitted a proposal which complies with the objectives of the CDBG Program and the COVID-19 Program and qualifies as an activity eligible for funding in that it is an expanded service related to the impacts of the Pandemic on employment;

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the City and the Sub-recipient agree as follows:

I. AGREEMENT DOCUMENTS

The Agreement Documents shall consist of the proposal submitted by the Sub-recipient (“Project”), this Agreement and the following four (4) attachments, all of which are incorporated by reference into this Agreement:

Attachment I: The Sub-recipient's goals and objectives for the Project, or the services or other programs to be provided. ("Work Program") for the time period(s) covered by this Agreement;

Attachment II: A line item budget ("Budget") detailing the use of CDBG funds;

Attachment III: Guidelines for financial management of CDBG-funded activities;

Attachment IV: Applicable Federal regulations.

Where there are any conflicts between this Agreement and any of the documents attached or incorporated herein by reference, then the following order of precedence shall be binding upon the parties: (1) this Agreement; (2) Sub-recipient's proposal; (3) the four (4) attachments referenced above in order.

II. SCOPE OF WORK

The Sub-recipient agrees to provide the Work Program described in Attachment I. In serving the clients of the Work Program, the Sub-recipient will coordinate its efforts with other appropriate agencies. The Sub-recipient shall make no changes, alterations or amendments to the Work Program or to the Budget without the prior written approval of the City, and of HUD, if required.

III. FUNDING

A. Funding to Sub-recipient. The City agrees to make available the sum of \$35,000 for use by the Sub-recipient in providing services pursuant to this Agreement during the Agreement year. The payment of funds to the Sub-recipient will be conditioned on the City's receipt of funds from HUD and appropriation of such funds by City Council.

B. Duplication of Benefits. Sub-recipient acknowledges that Federal law prohibits any person, business concern, or other entity from receiving Federal funds for any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source. A duplication of benefits (DOB) occurs when: (i) a beneficiary receives assistance; and (ii) the assistance is from multiple sources; and (iii) the assistance amount exceeds the need for a particular recovery purpose. The duplication of benefits prohibition applies to Federally funded programs providing financial assistance "as a result of a major disaster or emergency"

C. Use of Funding Deadlines. Invoices shall be submitted for at least fifty percent (50%) of the amount described in subparagraph a) above no later than February 1, 2020, which totals \$17,500. All funds allocated under this Agreement which are not expended by Sub-recipient by April 30, 2020 shall be reprogrammed by the City.

The method of payment to the Sub-recipient shall be reimbursement of all allowable expenses upon written request accompanied by all documentation of said expenses.

IV. REPORTS AND MONITORING

A. Monthly Reports. The Sub-recipient shall submit monthly Work Program progress reports to the City's Director of Community Development. The Sub-recipient shall also submit on the 30th of April, 2021 a comprehensive report detailing how the Sub-recipient has met the requirements, goals, and objectives of the Work Program during the Agreement year. The comprehensive report shall include performance data, including data on client comments, and identification of actual expenditures.

B. Monitoring. The City will schedule one (1) monitoring visit with the Sub-recipient to evaluate the Work Program's progress and performance. During, or in connection with, any monitoring visits, the City shall be provided access to all Work Program-related books, records and other materials (including, without limitation, computer files).

V. SUBCONTRACTS

The Sub-recipient shall not assign or subcontract this Agreement, or any part herein, without the prior written approval of the City. If approval is granted, any subcontract and all subcontracting procedures shall be in accordance with Federal procurement standards contained in 24 CFR Part 85.36 and OMB Circular 110.

VI. REGULATIONS AND REQUIREMENTS

A. Conformity to HUD Regulations. The Sub-recipient agrees to abide by guidelines set forth by HUD for the administration and implementation of the CDBG Program, including:

1. applicable Uniform Administrative Requirements set forth in 24 CFR 570.502; and
2. applicable Federal laws and regulations in 24 CFR 570.600, et seq.;
3. requirements and standards of OMB Circular No. A-122, and the Attachments to OMB Circular No. A-110 specified in 24 CFR 570.502 (b); and
4. applicable requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), including specifically Section 312 relating to duplication of benefits.

In this regard, the Sub-recipient agrees that duly authorized representatives of HUD shall have access to any books, documents, papers and records of the Sub-recipient which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

B. Conformity to City Regulations. The Sub-recipient covenants and agrees to observe and abide by all reasonable rules, regulations, ordinances and resolutions that may be promulgated from time to time by the City concerning the use of CDBG funds received from the City and used by the Sub-recipient.

VII. PROGRAM CLIENTS

The Sub-recipient agrees that CDBG funds shall only be used to provide services to residents of the City of Sandy Springs.

VIII. EQUAL EMPLOYMENT OPPORTUNITIES

The Sub-recipient shall comply with Equal Employment Opportunities as stated in Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations.

IX. TERM

Unless terminated earlier in accordance with the provisions contained herein, the term of this Agreement shall be approximately **six (6) months, beginning November 17, 2020, and ending May 31, 2021**, or for such longer period that the City and Sub-recipient agree to and for which CDBG funds are available and have been appropriated, including program income, as defined by CDBG regulations.

X. INSURANCE TO BE PROVIDED BY THE SUB-RECIPIENT

The Sub-recipient shall, prior to the date of execution of this Agreement, file with the City certificates or policies of workers' compensation, public liability, automobile liability (including non-ownership and hired vehicles) and property damage insurance satisfactory to the City and in compliance with the law, and in form and amount sufficient to protect the City ("Required Insurance"). Each certificate or policy shall carry the provision that the insurance shall not be canceled or reduced, terminate, lapse or otherwise expire prior to thirty (30) days' written notice to that effect given by the insurance carrier to the City. All insurance required by this paragraph shall remain in full force and effect for the entire Agreement year, and **THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED PARTY BY ENDORSEMENT UNDER SUCH INSURANCE CONTRACTS**. The certificate or policy shall also contain a stipulation that the insurance carrier will not invoke the defense of performance of a governmental function by the Sub-recipient in performing this Agreement.

Sub-recipient may not, and shall not, perform any work or services under this Agreement during any period of time in which the Required Insurance is not in effect. Sub-recipient's failure to comply with the requirements of this section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Sub-recipient and without penalty to the City.

This Agreement shall not be binding on the City until a satisfactory certificate of insurance has been filed with the City and approved by the City Attorney as to form and sufficiency.

The Minimum Limits of Liability Coverage shall be as follows:

A. Comprehensive General Liability, including premises and Operations, Elevator Liability; Protective Liability, Products Liability including completed Operations Coverage; and Contractual Liability, for this Agreement.

Limits: \$1,000,000/\$2,000,000
(per occurrence/annual aggregate)

B. Comprehensive Automobile Liability, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage (if applicable).

Limits: \$500,000/\$1,000,000

(per occurrence/annual aggregate)

C. Workers' Compensation, including Employer's Liability.

Limits: Statutory

Employers Liability: \$100,000

XI. INDEMNIFICATION

To the extent allowed by law, Sub-recipient hereby assumes, and shall defend, indemnify and save the City harmless from and against any and all liability loss, claim, suit, damage, charge or expense which the City may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property' whatsoever, which arises out of; results from, or is in any way connected with actions taken by the Sub-recipient in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Sub-recipient and any of Sub-recipient's subcontractors, agents or employees in the performance of Sub-recipient's obligations under this Agreement.

XII. PROGRAM INCOME AND REVERSION OF ASSETS

Any "program income", as defined by CDBG regulations, gained from any CDBG funded activity of the Sub-recipient shall be returned to the City.

Within thirty (30) days of the expiration or earlier termination of this Agreement, the Sub-recipient shall transfer to the City any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the Sub-recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used or disposed of in accordance with 24 CFR 570.503 (b)(7).

XIII. RELIGIOUS ORGANIZATIONS OR OWNED PROPERTY

The City of Sandy Springs does not discriminate against faith-based organizations in accordance with Georgia law.

CDBG funds may be used by religious organizations or on property owned by religious organizations provided that Sub-recipient seeks prior written approval from the City and only in accordance with requirements set in 24 CFR 570.200(j).

XIV. RECORD KEEPING

A. Compliance with Guidelines. Sub-recipient shall comply, at all times, with the Guidelines for Financial Management set forth in Attachment III of this Agreement. Sub-recipient shall keep, and upon request Sub-recipient shall make available to the City, books, documents, financial statements, invoices, bills, purchase orders, purchase vouchers, payrolls and other records (including, without limitation, computer files) recording all net costs, all direct and indirect costs of labor, materials, equipment, supplies and services, and all other costs and expenses, of any nature whatsoever, for which reimbursement is or may be claimed under the provisions of this Agreement.

B. Duplication of Benefits. Sub-recipient shall have policies and procedures in place to prevent duplication of benefits (available methods described by Federal Register Notice 71060), and to: (i) ensure that this grant is necessary and reasonable; (ii) monitor compliance; and (iii) recapture funds if a duplication of benefits occurs.

C. Inspection of Documents. Sub-recipient shall keep, and upon request Sub-recipient shall make available to the City, books, documents and other records (including, without limitation, computer files), recordings, any and all contracts, transactions, activities, claims, disputes, lawsuits, and correspondence pertaining or relating in any way to this Agreement.

D. Audit Rights. HUD and the City, and the authorized representatives of each, shall have the right of access, upon request, to any and all books, documents and other records of the Sub-recipient pertaining to or relating in any way to this Agreement. At any time during the Agreement year, HUD and the City, and the authorized representatives of each, shall have the right to conduct any audit(s) or other examination(s) (including, without limitation, examinations conducted during any monitoring visits) of Sub-recipient's activities and records as those agencies, or either of them, deem appropriate. HUD and the City, and the authorized representatives of each, shall have the right to copy, transcribe and to reproduce for their own use any books, documents and other records of the Sub-recipient.

E. Preservation of Records. The Sub-recipient shall preserve and make available to HUD and the City, its books, documents and other records (including without limitation, computer files) pertaining to or relating in any way to this Agreement, for a period of four (4) years after final payment under this Agreement or for such longer period, if any, as is required by applicable statute, by any clause of this Agreement, or by (1) or (2) below.

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available until expiration of four (4) years from the date of the resulting final settlement.

2. Records which relate to (i) appeals under the "Disputes" clause of this Agreement, (ii) litigation or the settlement of claims arising out of the performance of this Agreement, (iii) cost and expenses of this Agreement as to which exception has been taken by the Auditor of HUD or any of its authorized representatives, or by the City or its authorized representatives, shall be retained by the Sub-recipient until such appeals, litigation, claims, or exceptions have been disposed of.

F. Subcontracts. The Sub-recipient shall include in each of its subcontracts hereunder, a provision to the effect that the subcontractor agrees that the Auditor of the Department of Housing and Urban Development or any of its authorized representatives, and the City of Sandy Springs or any of its authorized representatives, shall, until the expiration of four (4) years after final payment under the Agreement, have the right to examine any books, documents, and records of such subcontractor that pertain or relate to, the subcontract. The term "subcontractor", as used in this paragraph only excludes (i) purchase orders not exceeding \$2,500, and (ii) subcontracts or purchase of public utility services with rates established for uniform applicability to the general public.

XV. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by agreement shall be decided by the Director of Community Development, who shall reduce the decision to writing and furnish a copy thereof to the City Manager and the Sub-recipient. The decision of the Director of Community Development shall be final and conclusive unless, within ten (10) days from the date of receipt of such copy, the Sub-recipient furnishes to the City Manager a written appeal. The decision of the City Manager or her duly authorized representative for the determination of such appeals shall promptly be hand-delivered or sent by certified mail to the Sub-recipient, and such decision shall be final and conclusive unless appealed to a court of competent jurisdiction within thirty (30) days of receipt of the City Manager's decision, and determined by that court to have been fraudulent or arbitrary.

In connection with any appeal proceeding under this clause, the Sub-recipient shall be afforded an opportunity to be heard, to be represented by counsel at its own expense, if it so desires, and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Sub-recipient shall proceed diligently with the performance of the Agreement and in accordance with the decision of the Director of Community Development.

XVI. TERMINATION FOR CAUSE OR CONVENIENCE

A. Termination for Cause by City. If the Sub-recipient shall fail to fulfill its obligations and promises under this Agreement, or if it shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective day of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or obtained by the Sub-recipient shall become the property of the City.

Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Sub-recipient, or for money received but not earned and may withhold any payments to the Sub-recipient, and retain them for the purpose of setoff to the extent of the amount due to the City from the Sub-recipient.

B. Termination for Convenience.

1. By Sub-recipient. The Sub-recipient may terminate this Agreement at any time, with or without cause, for any or for no reason, by giving written notice to the City of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall become the property of the City.

2. By City. The City may terminate this Agreement at any time, for any reason and without cause, by giving sixty (60) days advance written notice to the Sub-recipient of such termination. If the Agreement is terminated by the City, as provided herein, the Sub-recipient will be paid an amount representative of the time the Sub-recipient has actually performed under this Agreement and properly invoiced in compliance with this Agreement. In addition, in the event that funds are not available, or are not appropriated, to support the City's obligations under this Agreement, then the City may terminate this Agreement by providing written notice to the Sub-recipient within a reasonable time after the unavailable or non-appropriation of funds is effected.

XVII. SPECIAL PROVISIONS

A. Non-Discrimination. During the performance of this Agreement, the Sub-recipient agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Sub-recipient. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Also, the Sub-recipient, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, will state that it is an equal opportunity employer.

B. Drug-Free Workplace. During the performance of this Agreement the Sub-recipient agrees as follows: (1) to provide a drug-free workplace for the Sub-recipient's employees; (2) to post in conspicuous places available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (3) state in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient that the Sub-recipient maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with this Agreement awarded to a Sub-recipient, where the Sub-recipient's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

C. Notices, Advertisements, Solicitations. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. Subcontractor Provisions. The Sub-recipient will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor.

XVIII. WORKERS' COMPENSATION

Sub-recipient shall not allow any subcontractor to perform any work on a construction project, in connection with this Agreement, unless the subcontractor has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of O.C.G.A. Title 34, Chapter 9, as amended. Sub-recipient shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

XIX. PUBLIC DISCLOSURE OF AGREEMENT DOCUMENTS

Sub-recipient acknowledges and understands that this Agreement, and all related public proceedings and records, shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., to the extent such law applies.

XX. CONTACT PERSONS

The City's designated representative to receive all communications, claims and correspondence regarding this Agreement is Andrea Surratt, City Manager, and all such communications, claims and correspondence shall be sent to such representative at the following address: 1 Galambos Way, Sandy Springs, Georgia 30328.

Sub-recipient's designated representative to receive all communications, claims and correspondence regarding this Agreement is Felix Lora, Executive Director, Sandy Springs Mission, and all such communications, claims and correspondence shall be sent to such representative at the following address: 850 Mount Vernon Highway, Sandy Springs, Georgia 30327.

XXI. SEVERABILITY

In the event that any term, provision or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

XXII. INTERPRETATION OF PROVISIONS

In the event of any conflict, discrepancy or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' agreement.

XXIII. HEADINGS

Section, article and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Agreement.

XXIV. NO WAIVER OF RIGHTS

No failure on the part of the City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by Sub-recipient shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the City, and/or the performance of all or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by the Sub-recipient, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Agreement.

XXV. INDEPENDENT CONTRACTOR

Neither the Sub-recipient, nor its agents, employees, assignees or subcontractors shall be deemed employees or agents of the City by virtue of any services performed pursuant to this Agreement or the contractual relationship established hereby. The Sub-recipient shall have sole responsibility for its staff, including their work, personal conduct, directions and compensation.

XXVI. MODIFICATION

This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Agreement.

XXVII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All litigation arising out of this Agreement shall be commenced and prosecuted in the Federal, state or local court(s) having jurisdiction with the City of Sandy Springs, Georgia.

XXVIII. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS THEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed an original on the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SANDY SPRINGS

	<i>Signature</i>	Date
By:	Andrea Surratt	
Title :	City Manager	

Sandy Springs Mission

	<i>Signature</i>	Date
By:	Felix Lora	
Title :	Executive Director	

Funds Available: \$35,000

Approved as to Form

City Attorney	Date
---------------	------

ATTACHMENTS

1. Work Program (Provided by Sub-recipient)
2. Budget (Provided by Sub-recipient)
3. Guidelines for Financial Management of CDBG-Funded Activities
4. Federal Regulations

ATTACHMENT I

**Work Program
(Attached)**

Grant Submitted by Sandy Springs Mission, Inc.

850 Mount Vernon Highway

Sandy Springs, GA 30327

770-598-1729

Executive Director:

Felix Lora

770-707-6600

EIN: 58-2452710

DUNS: 054890269

Individual Completing this proposal:

Felix Lora 770-707-6600

flora@sandyspringsmission.org

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 17 2004

SANDY SPRINGS MISSION
4577 ROSWELL RD
ATLANTA, GA 30342

Employer Identification Number:
58-2452710
DLN:
17053087892034
Contact Person:
DAN W BERRY ID# 31122
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated OCTOBER 1999, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

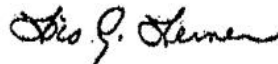
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

3. Provide a clear and concise description of the proposed project/activity (only one project Proposal is allowed per applicant) and how the project/activity prevents, prepares for and/or responds to issues created by the COVID-19 Pandemic.

Project: Assisting High School Students

Problem:

Once Fulton County Schools decided to go remote at the start of this school year, low-income Latino students and their parents began to face an uphill battle in trying to get support academically. We all have been hearing about the problem of learning loss as a result of COVID, but we need to add the widening learning gap and the economic hardship to the equation. Those two factors will result in the largest high school drop-out number in our generation, in particular for Latino students, if we do not provide the necessary assistance to high school students now.

The Solution:

Sandy Springs Mission and Los Niños Primero have partnered for over a decade to conserve resources while serving economically disadvantaged Latino families. Together we will partner to provide Sandy Springs Latino youth with weekly support to navigate the college application process. Our nonprofits serve over *100 Sandy Springs Latino teens*. Most will be the first in their families to attend college. Sandy Springs Latino youth have unique hurdles to surmount when applying for college admission and scholarships. Their parents are unfamiliar with the process, struggle with cultural and language barriers and lack the skills to guide their children through the necessary steps. COVID-19 has exacerbated these circumstances. There is a heightened sense of anxiety and fear as Latino families have struggled to adjust to virtual learning. Surveys distributed by Los Niños Primero reveal that economically disadvantaged Latino families have stumbled due to lack of internet connectivity, insufficient technology skills and a shortage of tablets to connect remotely.

Latino teens at Riverwood High School and North Springs Charter High School are falling behind due to school closures and the trials they face with remote learning. Many report that they do not

have adequate access to their schools' counseling offices. Latino youth and their families have asked for a program that would support these challenges. Sandy Springs Mission and Los Niños Primero will partner with a Sandy Springs contractor who specializes in the application process. **Ms. Kathy Shapiro**, a former attorney and founder of **Effective Essays College Consultants**, will tailor a weekly program beginning November 1 through May 31, 2021. Ms. Shapiro has served the city of Sandy Springs as a volunteer and board chairman of **Sandy Springs Education Force**. The schedule will include **30 sessions**, fee-free, to help Springs Latino youth overcome the setbacks brought on by the COVID-19 pandemic.

Los Niños Primero and Sandy Springs Mission will manage the program collaboratively. Los Niños Primero will manage and invoice for the first 15 sessions and Sandy Springs Mission will manage and invoice the second set of 15 sessions.



Ms. Kathy Shapiro

Kathy Shapiro, Sandy Springs resident, founder, and education contractor.

Effective Essays College Consultants will partner with Los Niños Primero and Sandy Springs Mission. They will coach Sandy Springs Latino students through the college and scholarship application process. The students will learn the necessary steps to begin taking their freshman year and a college application plan from which to build on throughout their high school years. The program will include instruction to successfully write compelling, creative essays for their college applications and scholarship submissions. Students will complete the program knowing that they have managed their time well, grown as writers, and submitted well-written, appropriately responsive works that vividly express their unique authors' voices and life experiences.

4. Describe, in detail, how the project/activity meets one of the three (3) national objectives referenced on the first page of this RFP.

This project meets the low-and moderate income persons objectives because 100% of the families/children who will benefit from this project are participants of the free and reduced lunch program at their public schools. This is a criterion utilized by public schools to measure the level of income/poverty.

We will be serving families who attend Riverwood International Charter School and North Springs High School. Those the families who will benefit will be participant of the free and reduced lunch program at their schools.

5. Include a resume of experience and other qualifications of the individuals responsible for the proposed project/activity. Please specify their proposed roles in the proposed project/activity and identify a project manager

Felix Lora

Experience:

Felix Lora, Executive Director, joined the Sandy Springs Mission as the assistant director in 2001 and was quickly promoted to his current leadership position of executive director in 2003. Nicknamed "*the pied piper*" by the Reporter Newspapers, Felix has provided a brighter future to countless children in Sandy Springs. Under his leadership, the Mission has helped more than 170 students earn high school diplomas - most the first in their families to do so. Currently, the Mission serves more than 320 students in grades 1-12 through its incredibly effective programs.

As a result of his dedication, Felix was named the 2013 City of Sandy Springs' Humanitarian, the highest award given by the city to someone who exemplifies the legacy of Dr. Martin Luther King Jr. The Sandy Springs Mission was also named "*La Organización Mas Destacada de/ Ano 2013*" [The Year's Most Outstanding Organization] in the area of education for Latino students by Mundo Hispanico, the leading Hispanic newspaper in Georgia.

Education:

He received a Bachelor Degree in Marketing & Management from the Michael J. Coles College of Business at Kennesaw State University and a Masters in Divinity from the New Orleans Baptist Theological Seminary.

Involvement:

He serves at High Point Elementary & Riverwood High School School Governance Board as well as the Riverwood Foundation board of directors. He also serves at the board of the Good Samaritan Clinic at West Cobb.

6. Provide an estimate for the number for individuals or households that will benefit from the proposed project/activity

Our goal is to serve 150 Latino youth in Sandy Springs.

7. Describe how applicants will document eligible population requirements.

1. We will request applicants their Free and Reduced Lunch number and any document/copy of that document.
2. School idea will be used to make sure student attend a Sandy Springs school.

8. Demonstrate how service area requirements will be documented (must benefit Sandy Springs citizens).

Records of those documents will be filed in our office for each one of the applicants. Only those who can demonstrate that they live in Sandy Springs will be eligible to participate in our program.

BUDGET FOR THE PROJECT

INCOME (Period: July 1,2020 to May 31, 2021)	APPLIED	COMMITTED	REQUEST FOR ADDITIONAL FUNDING
City of Sandy Springs	Applied on June 8, 2020	\$25,0000 given on June 23, 2020	\$35,000
TOTAL INCOME/REVENUE		\$ 25,000	

EXPENSES	TOTAL EXPENSES
Personnel & Education Contractor	\$25,000
Supplies	\$3,000
Food	\$2,000
Technology	\$4,000
Miscellaneous	\$1,000
TOTAL EXPENSES	\$35,000

Sandy Springs Mission, Inc.
Board of Directors

Chris Frederick, Chairman
Director—Dispute Resolution & Forensics at Bennett Thrasher

Robert Daniel, Treasurer
Managing Director at Regions Bank

David Clapp
Managing Partner at CarterBaldwin

Larry Baugh
Founder of Baugh & Associates, LLC

Reed Haggard
Co-Founder & CEO at Progressive Voices Institute

Alex Diaz
Diaz Foods

Noel Barnes
Community Volunteer

Andrew Winkelman Diaz
Purchasing Supervisor at Diaz Foods

George Abney
Tax Litigation, Partner at Alston & Bird LLP

Felix Lora, Executive Director



Jones and Kolb
Certified Public Accountants

To the Board of Directors and Management
Sandy Springs Mission, Inc.
Atlanta, Georgia

We have audited the financial statements of Sandy Springs Mission, Inc. (the "Organization") for the year ended December 31, 2018, and have issued our report thereon dated DATE. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 8, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2018. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the valuation of donated rent is based on rental rates for comparable program and office space. Management's estimate of depreciation expense is based on the remaining useful lives of the fixed assets. We evaluated the key factors and assumptions used to develop the estimates for donated rent and depreciation expense in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

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Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of the audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated DATE.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Directors and management of the Organization and is not intended to be, and should not be, used by anyone other than these specified parties.

DATE

SANDY SPRINGS MISSION, INC.
STATEMENTS OF ASSETS, LIABILITIES AND NET ASSETS –
MODIFIED CASH BASIS
DECEMBER 31, 2018 AND 2017

	<u>ASSETS</u>	
	<u>2018</u>	<u>2017</u>
CURRENT ASSETS		
Cash	<u>\$ 269,360</u>	<u>\$ 329,904</u>
Total current assets	<u>269,360</u>	<u>329,904</u>
PROPERTY AND EQUIPMENT		
Computers and equipment	34,598	34,598
Website	9,895	9,895
Vehicles	76,602	76,602
Less accumulated depreciation	<u>(78,786)</u>	<u>(65,713)</u>
Total property and equipment	<u>42,309</u>	<u>55,382</u>
OTHER ASSETS		
Security deposits	<u>500</u>	<u>500</u>
Total assets	<u><u>\$ 312,169</u></u>	<u><u>\$ 385,786</u></u>
<u>LIABILITIES AND NET ASSETS</u>		
LIABILITIES	<u>\$ -</u>	<u>\$ -</u>
Total liabilities	<u>-</u>	<u>-</u>
NET ASSETS		
Without donor restrictions	<u>312,169</u>	<u>385,786</u>
Total net assets	<u>312,169</u>	<u>385,786</u>
Total liabilities and net assets	<u><u>\$ 312,169</u></u>	<u><u>\$ 385,786</u></u>

The accompanying notes to financial statements
are an integral part of these statements.

SANDY SPRINGS MISSION, INC.
STATEMENT OF SUPPORT AND REVENUE, EXPENSES AND NET ASSETS –
MODIFIED CASH BASIS
FOR THE YEAR ENDED DECEMBER 31, 2018

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
SUPPORT AND REVENUE			
Contributions	\$ 188,817	\$ 19,359	\$ 208,176
In-kind contributions	21,754	-	21,754
Special events, net of direct expenses of \$8,105	<u>75,711</u>	<u>-</u>	<u>75,711</u>
Total support and revenue	<u>286,282</u>	<u>19,359</u>	<u>305,641</u>
NET ASSETS RELEASED FROM DONOR RESTRICTIONS	<u>19,359</u>	<u>(19,359)</u>	<u>-</u>
EXPENSES			
Program services	319,556	-	319,556
Management and general	33,587	-	33,587
Fundraising	<u>26,115</u>	<u>-</u>	<u>26,115</u>
Total expenses	<u>379,258</u>	<u>-</u>	<u>379,258</u>
CHANGE IN NET ASSETS	<u>(73,617)</u>	<u>-</u>	<u>(73,617)</u>
NET ASSETS			
Beginning of year	<u>385,786</u>	<u>-</u>	<u>385,786</u>
End of year	<u>\$ 312,169</u>	<u>\$ -</u>	<u>\$ 312,169</u>

The accompanying notes to financial statements
are an integral part of this statement.

Sandy Springs Mission, Inc
2020 Budget

Revenue and Support

Golf Challenge	\$ 50,000
Celebration of Hope	\$ 65,000
Programs Sponsor Campaigns	\$ 96,000
Churches and Congregations	\$ 67,000
General Donation	\$ 163,500
Jennifer Ewing Memorial Scholarship Fund	\$ 5,000
	<u>\$ 446,500</u>

Expenses

Programs Expenses	\$ 384,500
Management & Administration	\$ 18,000
Fundraising	\$ 8,000
Rent & Occupancy	\$ 31,000
Jennifer Ewing Memorial Scholarship Fund	\$ 5,000
	<u>\$ 446,500</u>

Work Progress Review

Types of Child Care Activities:

1. Summer Hybrid Camp: July 13-August 6, 2020

This service was provided behind Solidarity Mission Village (120 Northwood Dr, Atlanta, GA 30342). We conducted a Hybrid program to limit the number of children in the location. We had half of the children working on line for two days, while the other half came to the site. We had 50 children from the community who participating in the camp. Registration was open to any low-income, Hispanic children as long as he or she qualified for the free and reduced lunch established by school. An expense report will be sent in a separate document.

Accomplishment:

- We brought 50 students to a safe place and participate in a quality summer camp;
- Provided academic enriching activities to children, who otherwise would not get.

2. After School Enrichment Service: August 20-Oct 22, 2020

This service has been provided since August 20, right after the beginning of school. We are currently helping 20 families and thirty more will be added on October 22. Registration has been opened to any low-income, Hispanic children as long as he or she qualifies for the free and reduced lunch established by school. An expense report will be sent in a separate document.

ATTACHMENT II

Budget

EXPENSES	TOTAL EXPENSES
Personnel and Education Contractor	\$25,000
Supplies	\$ 3,000
Food	\$ 2,000
Technology	\$ 4,000
Miscellaneous	\$ 1,000
TOTAL EXPENSES	\$35,000

ATTACHMENT III

Guidelines for Financial Management of CDBG-Funded Activities

To comply with Federal regulations, each program must have a financial management system that provides accurate, current and complete disclosure of the financial status of the activity. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for each activity (including any budget revisions), the amount obligated (i.e., for which the Agreement exists), and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City must be able to isolate and to trace every CDBG dollar received and prove where it went and for what it was used.

Accounting records must be supported by source documentation. Invoices, bills of lading, purchase vouchers, payrolls and the like must be secured and retained for four (4) years in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers/invoices should be on vendors' letterhead.

All employees paid in whole or in part from CDBG funds should prepare a time sheet indicating the hours worked on CDBG Work Programs for each pay period. Based on these time sheets and the hourly payroll costs for each employee, a voucher statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files.

The City is responsible for reviewing and certifying the financial management system of any operating agency which is not a City department or bureau, in order to determine whether or not it meets all of the above requirements. If the agency's system does not meet these requirements and modifications are not possible, the City must administer the CDBG funds for the operating agency.

Financial records are to be retained for a period of four (4) years, with access guaranteed to HUD or Treasury officials or their representatives.

One copy of the vendors' audited financial statement shall be submitted to the City immediately following the end of the vendors' fiscal year(s) during which CDBG funds are received.

Payment to Sub-recipients will be on a reimbursement basis to be submitted to:

Department of Community Development
1 Galambos Way
Sandy Springs, GA 30328

Requests are to be submitted on Sub-recipient's letterhead in a format consistent with the budget attachment, including an analysis of expenses to budget. A cash advance may be available upon special request.

ATTACHMENT IV

Federal Regulations

I. Compliance with Section 109 of the Housing and Community Development Act of 1974

The work to be performed under this Agreement is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974 ("Section 109"), which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

II. Compliance with the Equal Opportunity Provisions of Executive Order No. 11246

In carrying out the Agreement, the Sub-recipient or Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The Sub-recipient or Provider shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient or Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Sub-recipient or Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

III. Compliance with Housing and Urban Development Act of 1968, Section 3 (24 CFR 135.38)

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Sub-recipient or Provider agrees to send to each labor organization or representative of workers with which the Sub-recipient or Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient or Provider's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Sub-recipient or Provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable

provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Sub-recipient or Provider will not subcontract with any subcontractor where the Sub-recipient or Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Sub-recipient or Provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-recipient or Provider is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient or Provider's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) ("Section 7(b)") also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

IV. Conflict of Interest

No member of the governing body, or employee of the City of Sandy Springs, Georgia, or its designees or agents, and no other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Block Grant Program, during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement, or any subcontract, or the proceeds thereof.

V. Compliance with Lead-Based Paint Regulations

All construction, rehabilitation, or modernization of residential structures provided under this Agreement shall comply with the provisions of the Lead-Based Paint Poisoning Prevention Act (84 Stat. 2080; 42 USC 4841(3)) and the regulations thereunder (24 CFR Part 35). The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 482-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part cover activities under this Agreement, as applicable.

VI. Compliance with Section 504 of the Rehabilitation Act of 1973 (amended 1978, 1986)

The work to be performed under this Agreement is subject to the requirement of Section 504 of the Rehabilitation Act of 1973, as amended, which states that: "No other qualified handicapped individual in the United States . . . shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency."

VII. Certification Regarding Government-wide Restriction on Lobbying (Title 31 U.C.S., Section 1352)

The Sub-recipient or Provider certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

C. The Sub-recipient or Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VIII. Other

Compliance with all applicable Federal law is required, including, without limitation:

- 24 CFR 85.36
- 24 CFR 570.200 (j)
- 24 CFR 570.530 (a)(8)
- 24 CFR 570.603 (Labor standards)
- 24 CFR 570.604 (Environmental standards)
- 24 CFR 570.605 (National Flood Insurance Program)
- 24 CFR 570.606 (Displacement, relocation, acquisition and replacement of housing)
- 24 CFR 570.607 (Employment and contracting opportunities)
- 24 CFR 570.609 (Use of debarred, suspended or ineligible contractors or subrecipients)
- 24 CFR 570.610 (Uniform administrative requirements and cost principles)
- 24 CFR 570.613 (Eligibility restrictions for certain resident aliens)
- 24 CFR 570.614 (Architectural Barriers Act and the Americans with Disabilities Act)
- OMB Circulars A-87, A-110, and A-128 n2 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part.
- Public Law 88-352 (Title VI of the Civil Rights Act of 1964 and 24 CFR part 1.
- Public Law 90-284 (Fair Housing Act)
- Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107.
- Executive Order 12372 (Intergovernmental Review of Federal Programs), and implementing regulations at 24 CFR part 52.

NOTICE: This Attachment identifies some applicable Federal laws and regulations; however, this is not a representation or agreement of the City that no other Federal laws or regulations apply to this Agreement. Sub-recipient shall be responsible for compliance with all applicable Federal laws and regulations, whether or not such laws or regulations have been referenced in this Agreement or its attachments.

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO AWARD GRANT FUNDS AS PART OF THE CDBG-CV3 GRANT RECEIVED BY THE CITY OF SANDY SPRINGS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR COVID-19 PANDEMIC RESPONSE; TO AUTHORIZE THE PREPARATION OF CONTRACTS SETTING THE TERMS AND CONDITIONS FOR THE GRANTING OF SUCH FUNDS; AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE AFOREMENTIONED CONTRACTS

WHEREAS, the City has received an allocation in the amount of \$630,769 from the United States Department of Housing and Urban Development ("HUD") as part of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136, for response to the COVID 19 virus pandemic ("Pandemic"); and

WHEREAS, this grant is a special allocation of the Community Development Block Grant program ("CDBG Program") whereby allocated funds must be used to prevent, prepare for and respond to the Pandemic ("COVID-19 Program"); and

WHEREAS, the primary objective of the CDBG Program generally is the development of viable urban communities, including decent housing and a suitable living environment, and the expansion of economic opportunities principally for persons of low and moderate income; and

WHEREAS, the primary objectives of the COVID-19 Program is to assist in meeting the emergency needs within the City related to the Pandemic in order to prevent, prepare for and respond to the virus; and

WHEREAS, it is deemed appropriate by HUD for CDBG grantees to distribute funds to nonprofit organizations that serve low to moderate income populations; and

WHEREAS, following a procurement process, at the June 16th City Council meeting, CDBG-CV grants funds were distributed to three (3) local non-profits; and

WHEREAS, the three (3) local non-profits were notified of the CDBG-CV3 grant funding received and were given an opportunity to submit a request for additional grant funding; and

WHEREAS, the City received three (3) proposals in response, which were evaluated; and

WHEREAS, following evaluation, staff recommends that contracts for grant funds be offered to three (3) local non-profits submitting proposals: Los Ninos Primeros, Sandy Springs Mission, and Community Assistance Center (CAC), as described herein; and

WHEREAS, CAC, Los Ninos Primeros, and Sandy Springs Mission all serve low to moderate income populations, and are currently assisting citizens of Sandy Springs in response to the Pandemic; and

WHEREAS, the City desires to award the following amounts to the non-profits listed above: to CAC, the amount of \$535,769; to Los Ninos Primeros, the amount of \$60,000; and to Sandy Springs Mission, the amount of \$35,000; and

WHEREAS, the terms and conditions of each grant will be pursuant to a contract that will require the non-profit, among other things, to conform to HUD requirements and all requirements of the COVID-19 Program allocation,

to submit regular progress reports related to the allocation, and to use the allocated funds only for the benefit of citizens of Sandy Springs.

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

1. A grant to CAC in the amount of \$535,769 for the purposes stated in this Resolution is hereby approved, subject to CAC meeting all CDBG Program and COVID-19 Program requirements.
2. A grant to Los Ninos Primeros in the amount of \$60,000 for the purposes stated in this Resolution is hereby approved, subject to Los Ninos Primeros meeting all CDBG Program and COVID-19 Program requirements.
3. A grant to Sandy Springs Mission in the amount of \$35,000 for the purposes stated in this Resolution is hereby approved, subject to Sandy Springs Mission meeting all CDBG Program and COVID-19 Program requirements.
4. The City Attorney is hereby authorized to prepare contracts for each local non-profit receiving grant funds and to take such actions as may be deemed necessary or prudent to effectuate the intent of this Resolution prior to execution of the contracts by the Mayor.
5. The City Manager is hereby authorized to execute such contracts with the local non-profits as prepared by the City Attorney.

RESOLVED this 17th day of November, 2020.

Approved:

Russell Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
Seal:



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager
FROM: Andrea Surratt, City Manager
DATE: November 5, 2020 Submission for the November 17, 2020 Meeting
ITEM: Request for Mayor and City Council Consideration of a Budget Amendment to Allocate Funds for Additional COVID-19 Pandemic Relief

Recommendation:

Staff recommends approval of the proposed Budget Amendment to allocate \$1,500,000 for COVID-19 Pandemic Relief.

Background:

Fulton County allotted \$25,000,000 of its CARES Funding allocation to the cities in its jurisdiction, apportioned by population. The City of Sandy Springs is eligible to receive \$4,566,429.

First Responder Payroll is an eligible expense for reimbursement. Between May 15 and July 31, the City of Sandy Springs eligible payroll exceeded its potential reimbursement, reaching \$5,095,215. Because this funding was already available through the City's normal budgeting process, a portion of the funding could be re-allocated from the Police and Fire Department budgets to other areas in need of additional funds to provide COVID-19 relief.

Three programs are proposed for additional funding, including the Visit Sandy Springs COVID-19 marketing campaign, additional non-profit assistance, and a small business relief grant program. These programs would require \$1,500,000 in funding allocations from the City's General Fund, once the CARES Funding allocation has been received.

However, since the City had already funded the covered First Responder Payroll with ordinary general revenues, the CARES funding may be viewed as similar to the excess of revenues received over expected and budgeted amounts. Historically, any such additional revenues (which accumulate in Fund Balance) have been allocated to the capital projects of the City instead of expended on additional operating expenses. Since the CARES grant receipts are connected with the expenses already budgeted and made, budgeting any of the amount of these unbudgeted receipts for expenditure, instead of allowing them to accumulate in fund balance, would be a change of the usual policy. Due to extenuating circumstances of COVID-19 which have disrupted the local economy and put strain on businesses, individuals and families, the value of helping non-profits, small business and Visit Sandy Springs seems to justify the departure from current policy.

Discussion:

Visit Sandy Springs COVID-19 Marketing Campaign

Visit Sandy Springs, the destination marketing organization for the City of Sandy Springs has experienced a severe deficit in its budget due to the significant reduction in hotel/motel tax caused by the COVID-19 pandemic. This program would require an allocation of \$80,000.

PURPOSE: In direct alignment with the requirements of the CARES Act, the aim of the campaign is to remarket the tourism industry and expand marketing efforts to attract visitors, promote safety and safe travel to Sandy Springs, and in turn, contribute to the economic recovery of small businesses that depend and benefit from travel and tourism.

GOALS & OBJECTIVES: To construct a comprehensive marketing campaign designed to reach potential Sandy Springs visitors from the surrounding region, inform them that Sandy Springs is a safe destination, encourage those audiences to plan a trip to the city, and provide resources to do so responsibly. The campaign will stress that visitor health and safety is paramount and CDC guidelines are being followed and adhered to in Sandy Springs.

TARGET AUDIENCES: Potential Sandy Springs visitors who are interested in exploring travel opportunities within 200-300 miles of home. The key cities to be targeted are within the states of Georgia, South Carolina, North Carolina, Tennessee and Alabama.

Channel/Tactic	Rationale/Purpose	Budget
Online Display Ads	Create awareness & frequency of safe travel message(s)	\$30,000
Mobile Display Ads	Reach target audience on phones	\$6,000
Social Media Display	Engage target audiences, increase frequency	\$15,000
Sponsored Article	Inform audiences with details	\$5,725
Search Engine Marketing	Reach travelers that are actively planning a trip	\$12,000
Retargeting Online Display Ads	Increase frequency with users that have already engaged with VisitSandySprings.org	\$4,500
Photography	Photo assets showing attention to safety measures	\$6,775
	TOTAL	\$80,000

FUNDING DISCUSSION: The City's General Fund has never made a transfer to the Hospitality Board / Visit Sandy Springs; the organization has always operated using Hotel-Motel Tax revenues exclusively. Subsidizing this particular campaign, which is a typical activity for Visit Sandy Springs even under these

atypical conditions, would suggest other operating activities could also be subsidized, which is not our typical practice. Again, COVID-19 has an immediate effect on the budget of VSS, and funds have been significantly reduced.

ALTERNATIVE: Visit Sandy Springs experienced an excess of expenses over revenues of \$400,000 last fiscal year, and is budgeted to repeat that this fiscal year. However, the organization carried forward an accumulated fund balance of approximately \$1 million, and is budgeted to have about \$600,000 remaining at the end of this fiscal year. As Visit Sandy Springs has historically targeted an ending fund balance of \$200,000 to \$300,000. Visit Sandy Springs has resources, although stretched, that could be utilized to absorb the cost of this program.

Non-Profit Funding

CDBG-CV allocations of \$1,015,029 have been made available to eligible non-profits providing COVID-19 related services to the Sandy Springs community. Non-profit partners were selected through a competitive process. Those allocations require a significantly higher level of reporting and oversight. As such, funding was only made available to entities meeting defined criteria.

Other non-profit entities have approached the City to request funding. The proposed program would provide an additional \$220,000 to non-profits serving the Sandy Springs community. These funds would be allocated through a competitive process, based upon the number of people served, programs provided, and other requirements as determined within the Request for Proposals.

It is important to note that although the purposes of this program for additional non-profit allocations is similar to what was accomplished under the CDBG-CV program, this is funded exclusively through the City and is not related to the Federal assistance.

Small Business Relief Grant Program

Although funding has been available through other entities to Sandy Springs businesses, the City has not yet been able to allocate grant funding to its small business community. A Small Business Relief Grant Program would assist Sandy Springs businesses with 99 or fewer employees with operational and overhead expenses to provide COVID-19 relief. The proposed program would make \$1,200,000 in grant funding available to eligible Sandy Springs small businesses. An application process, a review panel, and relatively small amounts of funding ensure that this program is not intended to offset regular operating revenues but would be used for specific additional costs related to COVID-19 response.

Financial Impact:

The budget amendment would recognize the \$4,566,429 to be received for the CARES grant and authorize total additional spending on the proposed programs totaling \$1,500,000 (\$1,420,000 to the “professional services—non-profits” account and \$80,000 to a new “transfer-out to Hospitality” account), leaving over \$3 million to accumulate in General Fund fund balance as a rainy day fund for continued COVID related unforeseen expenditures later this fiscal year and beyond.

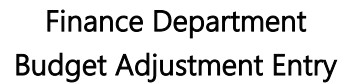
Alternatives:

Council could choose:

1. Not to allocate any of the CARES funding, allowing the full amount of the CARES receipts to accumulate in General Fund fund balance to be allocated for future capital projects;
2. To allocate more of the CARES funding (up to the amount to be received) to these or other programs; or
3. To allocate the proposed funding differently.

Attachments:

1. Budget Amendment
2. Budget Amendment Ordinance



Fiscal Year: Fiscal Year: 2021

Description		Org	Object	Project	Debit	Credit
Federal Matching Grants	GenFund	10040	331100			4,566,429
ProfSvcs-Non-Profits	GenAdmin	1001595	521240		1,200,000	
ProfSvcs-Non-Profits	GenAdmin	1001595	521240		220,000	
Transfer-out to Hosp [new]	GenAdmin	1009000	611850		80,000	
Transfer-in from GenFund [new]	Hosp	85090	391100			80,000
Advertising	Hosp	8507540	523300		80,000	
This portion of the amendment to be approved by Hospitality Board / Visit Sandy Springs.						
NOTE: Each of the three expense allocations is subject to approval or modification independent of the others.						
					unbalanced ok --->	
					1,580,000	4,646,429
Prepared By: Michael Val Hietter Department Head Approved: _____ Finance Director Approved: _____ City Manager Approved: _____						

STATE OF GEORGIA
COUNTY OF FULTON

**ORDINANCE TO AUTHORIZE AMENDING THE CITY OF SANDY SPRINGS FY 2021
BUDGET AUTHORIZE NEW PROGRAMS UPON RECEIPT OF FEDERAL "CARES"
FUNDING UNDER FULTON CO. ARRANGEMENT**

WHEREAS, the City of Sandy Springs ("City") received \$4,566,429 from the Fulton County CARES Funding Allocation; and

WHEREAS, the City would like to create new programs to provide COVID-19 pandemic related relief; and

WHEREAS, the proposed new programs include a transfer of \$80,000 to Visit Sandy Springs to create a COVID-19 Marketing Campaign, Non-Profit Funding of \$220,000, and a Small Business Relief Grant Program of \$1,200,000; and

WHEREAS, Visit Sandy Springs will need to approve their portion of the amendment to accept a transfer from the City of \$80,000 and allocate it to increased Advertising expense;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, that the FY 2021 budget is hereby amended to reallocate budget funding from the General Fund in the amount of \$1,500,000 to the three programs noted above, as detailed on the attached Budget Amendment schedule.

APPROVED AND ADOPTED this the 17th day of November, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

GEORGIA

To: Kristin Smith, Assistant City Manager
From: Andrea Worthy, Economic Development Director
Date: November 17, 2020
Subject: Proposal for Small Business Relief Grants

Background

- Assist businesses with 99 employees or fewer with operational and overhead expenses to give relief to the impacts of the COVID-19 pandemic.
- Allocation: \$1.2M City allocation

Application process

- Open online portal for 3 week period to accept applications. Completed applications will be time stamped when submitted.
- Each application will be certified as complete by an independent volunteer oversight committee to certify that an applicant has met the criteria established by the City of Sandy Springs before funding is released.

Grant tiers

Grant funding will be available in three different tiers based upon the number of the total number of employees reported on the business' W3 Summary or IRS Form 941 prior to Feb. 15, 2020. Eligibility will be verified via the submitted W-9 and/ or W-3 tax summary.

The tiers are as follows:

- 1 employee – up to \$5,000
- 2 to 10 employees – up to \$10,000
- 11 to 99 employees – up to \$15,000

Eligibility uses

Grant funds can be used to reimburse the cost of business interruption due to COVID-19 as a result of required closures, voluntary closures to promote social distancing, or decreased customer demand.

- Working capital
- Machinery and equipment

- Payroll expenses
- Health care benefits
- Contract labor
- Supplier payments
- Rent, lease, or mortgage payment for real property used for business purposes
- Rent, lease or purchase payment for business property
- Utility payments for business properties
- Cost of critical business operations
- Personal Protective Equipment (PPE), sanitation supplies and equipment

Eligible businesses

Small businesses that have suffered significant, temporary loss of revenue or job losses directly related to the COVID-19 pandemic, particularly businesses that have been directly affected by state business closure orders, are eligible.

- Businesses with their principle location inside the City of Sandy Springs
- In business and operating a minimum of 1 year prior to March 1, 2020.
- Can demonstrate a reduction in sales/revenue due to COVID-19.
- Includes sole proprietors and independent contractors.

Eligibility requirements

The following are the basic eligibility requirements for applicants to be considered for grant funding through the Small Business Relief Grant. City & Chamber staff will review each application to ensure that all eligibility requirements are met. All eligible applications will be reviewed by an independent selection committee. Incomplete applications will not be considered..

The eligibility requirements are as follows:

1. Must have current City of Sandy Springs business license as of March 1, 2019.
2. Can demonstrate business interruption as a result of the COVID-19 pandemic.
3. Must certify on the application that use the grant funds will only be used for authorized business expenses.
4. Plan to resume normal operations after emergency guidelines are lifted.
5. Shall cooperate with appropriate officials for grant auditing purposes.
6. Business can demonstrate ongoing business operations a minimum of 1 year prior to March 1, 2020.
7. No owner, officer, partner, or principal actor of the business has a felony conviction for financial mismanagement within the last three years for which he or she is still serving a sentence (including prison, parole, and probation).

8. Ineligible businesses include: gambling institutions, multi-level marketing organizations, real estate investment trusts, and adult entertainment, per CARES Act legislation;
9. Business is NOT publicly traded, partially owned by a hedge fund, or a corporate-owned franchise.
10. Business does not have any current city, county, state or federal tax liens.
11. Business does not have any current unpaid code enforcement liens and is not operating in violation of any state, federal or local laws.
12. Business does not have to be a member of the Sandy Springs Perimeter Chamber.
13. Commit to recommended COVID-19 Safety Guidelines.

Required documents

1. Completed W-9 form for business, DBA, Tax ID Number (or Social Security Number for sole proprietor), and Mailing Address for Grant Check must match entries in General Information section.
2. Valid state issued photo ID.
3. Receipts and/or invoices for expenses meeting eligible reimbursable COVID-19 expenses.
4. 2019 Profit and Loss Statement.
5. April 2020 Profit and Loss Statement.
6. Signed and executed Small Business Grant program application.
7. Copy of City of Sandy Springs business license.
8. For businesses with 2 to 499 employees, W3 Summary or IRS Form 941 prior to Feb. 15, 2020.
9. Itemized Summary of eligible reimbursable COVID-19 expenses.

Disqualified businesses

1. Companies that are publicly traded, partially owned by a hedge fund, or corporate-owned franchises are not eligible.
2. Individuals or organizations who hold real property for passive sale or investment with no active ties to a for-profit business activities at the location.
3. Businesses owned or operated by officials or employees of City of Sandy Springs government, or the Sandy Springs Chamber of Commerce are not eligible grant recipients.
4. Unpaid code enforcement liens or violation of any state, federal or local laws.
5. Companies with legal actions against or from the City of Sandy Springs, including code enforcement liens are not eligible.
6. Applicants will be deemed ineligible if any owner is presently involved in any bankruptcy or criminal action.
7. Owner, officer, partner or principal actor of the business involved with financial mismanagement. This includes: "Business Owner(s) with any conviction(s) for financial crimes within the last 3 years, with Business Owner(s) defined as: Managing Members and/or Officers."

Grant disbursement

The funds will be disbursed on a First come, First serve basis.

Each business owner will be required to complete an application based on the objective requirements approved by the City of Sandy Springs City Council. Completed applications will be time stamped when submitted. Each application will then be certified by an independent volunteer oversight committee. This independent volunteer oversight committee will consist of three representatives appointed by the City of Sandy Springs (at least one staff person) and four representatives appointed by the Sandy Springs Perimeter Chamber. The purpose of the committee is to provide a final review of grant applications to certify that an applicant has met the established criteria established before the grant money is released. No member of the committee will be eligible to apply for or receive a business support grant.

To provide additional expertise, it is suggested that the committee seats be filled by a representative from the following business professions/disciplines:

- Legal
- Certified Public Accountant
- Banking
- Small Business
- City Government

The committee will review applications as expeditiously as possible, with a goal of notifying grant recipients of award no later than 45 days post.

Memorandum of agreement and grant disbursement

Grant awardees will be required to sign a Memorandum of Agreement with the City of Sandy Springs to ensure accountability of grant funds. The Memorandum will include:

The total grant amount;

- How the funds will be disbursed;
- Requirements for how the funds are to be used;
- Agreement to the following accountability measures: quarterly reporting of how the funds are being used. This reporting will be to the City of Sandy Springs for a period of 12 months following the award.
- Funds will be disbursed following the signing of the Memorandum of Agreement and upon documentation of fund expenditure.



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager
FROM: Catherine Mercier-Baggett, Sustainability Manager
DATE: October 20, 2020 Submission for the November 17, 2020 Meeting
ITEM: Request for Mayor and City Council Consideration of a Resolution to Amend the 2017 Revised Service Agreement with Keep North Fulton Beautiful

Recommendation:

Staff recommends approval of the Amendment to the Revised Service Agreement.

Background:

Keep North Fulton Beautiful (KNFB) is the City's nonprofit partner that operates the Sandy Springs Recycling Center on Morgan Falls Road and provides other services and events such as Household Hazardous Waste, Christmas Tree Disposal, and stream clean-ups.

Discussion:

The current Service Agreement between the City and KNFB will come to term in 2021, however some modifications are necessary to reflect changes in the City's financial contribution and to update certain legal requirements of the contract. This Amendment will reflect the increase in budget approved by Council in the Fiscal Year 2020 Budget from \$65,000 to \$95,000.

Financial Impact:

Sufficient funds were allocated in the Fiscal Year 2021 Budget.

Alternatives:

Council could decide not to amend the contract.

Attachments:

1. First Amendment to KNFB Agreement
2. Resolution



**FIRST AMENDMENT TO SERVICE AGREEMENT – KEEP NORTH FULTON BEAUTIFUL, INC.,
D/B/A KEEP SANDY SPRINGS BEAUTIFUL**

THIS FIRST AMENDMENT (“Amendment”) to that certain Service Agreement – Keep North Fulton Beautiful, Inc., D/B/A Keep Sandy Springs Beautiful (“Agreement”) is made and entered into as of November 17, 2020, by and between the City of Sandy Springs (“City”), and Keep North Fulton Beautiful, Inc. (“KNFB”).

RECITALS

WHEREAS, the City and KNFB entered into the Agreement on **November 7, 2017**; and

WHEREAS, subsequent to entering into the Agreement, the parties have determined that it is desirable to revise certain provisions related to Compensation, Standard of Performance, Indemnification, and Notices; and

WHEREAS, the parties to the Agreement desire to amend such provisions of the Agreement to reflect the parties’ agreement with respect to such provisions;

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

I. AMENDMENTS

Amendment No. 1. Subparagraph a) of Paragraph 3 entitled “Compensation and Recordkeeping” shall be deleted in its entirety and the following shall be inserted in lieu thereof:

- “a) Compensation. In consideration of time expended by KNFB and operating expenses in establishing and operating the Recycling Center and performing Events, Programs, and Services, the City will budget up to ninety-five thousand dollars (\$95,000.00) to assist in facilitating Events, Programs, and Services pursuant to the terms of this Agreement, as detailed in Exhibit “A” Sections A through H. Upon receipt of an invoice from KNFB detailing the services provided, the City will process four (4) payments annually upon the approval of the City Manager or his designee.”

Amendment No. 2. Subparagraph a) of Paragraph 8 entitled “Standard of Performance” shall be deleted in its entirety and the following shall be inserted in lieu thereof:

- “a) Standard of Performance. KNFB warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Events, Programs and Services and the obligations imposed by this Agreement. KNFB agrees to perform in a

diligent, efficient, competent and skillful manner commensurate with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and to otherwise perform as is necessary to undertake the Events, Programs and Services required by this Agreement.”

Amendment No. 3. Paragraph 11 entitled “Indemnification” shall be deleted in its entirety and the following shall be inserted in lieu thereof:

“KNFB shall indemnify the City, its officers, agents, servants and employees from and against any and all liability for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of KNFB or other persons employed or utilized by KNFB in the performance of the Events, Programs and Services required by this Agreement.”

Amendment No. 4. Paragraph 14 entitled “Notices” shall be deleted in its entirety and the following shall be inserted in lieu thereof:

“All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

Andrea Surratt, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328
E-Mail: asurratt@sandyspringsga.gov

With copies to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328
E-Mail: cityattorney@sandyspringsga.gov

If to KNFB:

Kathy Reed, Executive Director
470 Morgan Falls Road
Sandy Springs, Georgia 30350

II. GOVERNING LAW

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

III. ENTIRE AGREEMENT

The Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter contained herein. Except for the terms and conditions of the Agreement as set forth above, all prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Neither party has relied on any representation, promise, nor inducement not contained herein.

IV. SEVERABILITY

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

V. MISCELLANEOUS

a. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

b. All other terms and conditions of Agreement not inconsistent with this Amendment shall remain in full force and effect.

c. In the event of any inconsistency or conflict between the terms of this Amendment and of the Agreement, the terms of this Amendment shall control.

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

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Andrea Surratt, City Manager

Date of Execution

ATTEST:

Approved as to form:

By: _____
City Clerk

Assistant City Attorney

(SEAL)

KEEP NORTH FULTON BEAUTIFUL, INC.

By: _____
Kathy Reed, Executive Director

Date of Execution

**STATE OF GEORGIA
COUNTY OF FULTON**

**RESOLUTION TO AMEND THE SERVICE AGREEMENT WITH KEEP NORTH FULTON
BEAUTIFUL, INC, D/B/A KEEP SANDY SPRINGS BEAUTIFUL**

WHEREAS the City and KNFB entered into the Agreement on November 7, 2017; and

WHEREAS subsequent to entering into the Agreement, the parties have determined that it is desirable to revise certain provisions related to Compensation, Standard of Performance, Indemnification, and Notices; and

WHEREAS the parties to the Agreement desire to amend such provisions of the Agreement to reflect the parties' agreement with respect to such provisions;

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

1. That the City Manager is authorized to execute the First Amendment to the Service Agreement.

RESOLVED this 17th day of November, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Catherine Mercier-Baggett, Sustainability Manager

DATE: October 20, 2020 Submission for the November 17, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Execute an Agreement with the Georgia Environmental Protection Division for the Local Government Scrap Tire Abatement Reimbursement Program

Recommendation:

Staff recommends execution of the proposed agreement.

Background:

Council authorized the application for the Local Government Scrap Tire Abatement Reimbursement (STAR) Program with the Georgia Environmental Protection Division (GA EPD) in August 2020.

STAR reimburses local jurisdictions for the transportation and processing of used tires collected during events, up to \$4.00 per tire, an amount sufficient to cover all the costs. There is no match required. Fees collected on the sale of new tires are held in the Georgia Solid Waste Trust Fund, which supports the STAR program.

Discussion:

GA EPD approved reimbursement for the event, planned to be held in late January 2021, up to \$1,575.04. Keep North Fulton Beautiful (KNFB) will handle all operations and upfront costs relative to the STAR event. The City will submit to GA EPD the invoices provided by KNFB and will reimburse KNFB.

Financial Impact:

There will be no net cost to the City or KNFB for this event.

Alternatives:

Council could decide not to execute the Agreement.

Attachments:

1. 21-ST-060-015 Amnesty Unexecuted Agreement
2. Resolution

Local Government Scrap Tire Abatement Reimbursement Program Agreement

SCRAP TIRE AMNESTY EVENT

Project: 21-ST-060-015

This Reimbursement Agreement (hereafter, "AGREEMENT") authorizes City of Sandy Springs (hereafter, "LOCAL GOVERNMENT") to proceed with the implementation of the scrap tire abatement project as described in the above referenced PROJECT application.

The Environmental Protection Division (hereafter, "EPD") agrees to reimburse the LOCAL GOVERNMENT up to \$1,575.04 for the scrap tire abatement project as described in the above referenced PROJECT application. Any changes in the scope and/or increases in the estimated cost of implementing the PROJECT must be approved by EPD in writing prior to implementing or incurring them. The parties agree that any electronic signatures on this Contract constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

The LOCAL GOVERNMENT agrees to remove all scrap tires collected during the amnesty event and transport them to a processing/recycling facility that has been approved or permitted by EPD within 30 days of the date of the event. The LOCAL GOVERNMENT further agrees to submit a request for reimbursement to EPD within 90 days of the event date. Requests for reimbursement must include:

- A completed final report form (available from epd.georgia.gov/star-program) signed by the authorized local government representative that includes the certification statement, "I certify that all abatement activities required in the agreed upon contract and any amendments thereto contracts for this project have been carried out in accordance with the documented application, as well as all applicable federal, state and local laws, rules and regulations. I am aware that there are significant penalties for knowingly violating these and/or submitting false information, including fines, loss of certification or licensure, and imprisonment."
- Three or more digital images taken during the event that are at least 300 dpi, no larger than 5 MB, and in one of the following formats: JPG, PNG, TIF
- Itemized list of expenses
- Description of any problems encountered and how they were handled
- Number of volunteers participating (if applicable)
- Names and permit/approval numbers of carriers and processors used, if different from those in the application
- Copies of all itemized contractor invoices showing number and/or tons of tires removed by type (passenger, truck, other)
- Copies of all checks showing amount paid to each contractor
- Copies of all transportation manifests and weight tickets

ENVIRONMENTAL PROTECTION DIVISION

BY:

Richard E. Dunn
Director

Date

City of Sandy Springs

BY:

ATTEST:

Signature

Signature

Print Name

Title

Date

**STATE OF GEORGIA
COUNTY OF FULTON**

**RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE GEORGIA
ENVIRONMENTAL PROTECTION DIVISION FOR A SCRAP TIRE AMNESTY EVENT**

WHEREAS Keep North Fulton Beautiful (KNFB) offered to hold a Scrap Tire Amnesty Event on behalf of the City; and

WHEREAS the Mayor and City Council authorized Staff to file an application with the Georgia Environmental Protection Division (EPD) at their work session on August 18, 2020; and

WHEREAS EPD approved the request;

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; and
2. That the City Manager is authorized to execute the Agreement for Project 21-ST-060-015 in the amount of \$1,575.04; and
3. That the City Attorney and the City Manager are hereby authorized to make such minor revisions to the Agreement as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this 17th day of November, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Catherine Mercier-Baggett, Sustainability Manager

DATE: November 6, 2020 Submission for the November 17, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Enter into a Service Agreement with Keep North Fulton Beautiful for the Local Scrap Tire Abatement Reimbursement Program

Recommendation:

Staff recommends approval of the Service Agreement.

Background:

Council authorized the application for the Local Government Scrap Tire Abatement Reimbursement (STAR) Program with the Georgia Environmental Protection Division (GA EPD) in August 2020.

STAR reimburses local jurisdictions for the transportation and processing of used tires collected during events, up to \$4.00 per tire, an amount sufficient to cover all the costs. There is no match required. Fees collected on the sale of new tires are held in the Georgia Solid Waste Trust Fund, which supports the STAR program.

Discussion:

GA EPD approved reimbursement for the event, planned to be held in late January 2021, up to \$1,575.04.

Keep North Fulton Beautiful (KNFB) will handle all operations and upfront costs relative to the STAR event. The City will submit to GA EPD the invoices provided by KNFB and will reimburse KNFB.

Financial Impact:

There will be no net cost to the City or KNFB for this event.

Alternatives:

Council could decide not to enter the Agreement

Attachments:

1. STAR_KNFB_agreement

2. 21-ST-060-015 Amnesty Unexecuted Agreement
3. Resolution-KNFB_STAR



**SERVICE AGREEMENT
KEEP NORTH FULTON BEAUTIFUL, INC., D/B/A
KEEP SANDY SPRINGS BEAUTIFUL - SCRAP TIRE AMNESTY EVENT**

This Service Agreement (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between the CITY OF SANDY SPRINGS, GEORGIA (“City”), a municipal corporation existing under and pursuant to the laws of the State of Georgia, and KEEP NORTH FULTON BEAUTIFUL, INC. (“KNFB”), a nonprofit corporation created and existing pursuant to the laws of the State of Georgia,

WITNESSETH:

WHEREAS, KNFB is engaged in the business of performing, coordinating and managing a recycling center (“Recycling Center”); and

WHEREAS, KNFB currently performs certain events, programs, and services at the Recycling Center for the City pursuant to a certain Service Agreement dated November 7, 2017; and

WHEREAS, the City has agreed to enter in this Agreement to allow KNFB to conduct a Scrap Tire Amnesty Event (“Event”) pursuant to which KNFB will perform all services related to the Event (“Services”) as detailed in Exhibit A – Statement of Work, attached hereto and incorporated herein by this reference; and

WHEREAS, the parties agree that the Event will be conducted in accordance with Local Government Scrap Tire Abatement Reimbursement Program Agreement for Project 21-ST-060-015 (“Program Agreement”), attached hereto as Exhibit B and incorporated herein by this reference, and in accordance with all laws, ordinances, rules and regulations applicable to the Event; and

WHEREAS, KNFB is willing and able to render the Services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services

KNFB agrees to conduct the Event and to perform the Services, as set forth in the Statement of Work attached hereto as Exhibit A and in accordance with the requirements set forth in the Program Agreement attached hereto as Exhibit B.

2. License

KNFB is hereby granted a permit to conduct the Event and perform the Services described in this Agreement. KNFB shall be responsible for the coordination of any access or other issues related to the Event and the Services. This permit shall constitute a mere right of use and no property interest shall be conveyed to KNFB pursuant to this provision.

3. Compensation and Recordkeeping

a. Compensation. In consideration of time expended by KNFB and operating expenses in conducting the Event and performing the Services, the City will shall reimburse KNFB for the actual documented Event expenses up to \$1,575.04 pursuant to the Program Agreement attached hereto as Exhibit B.

b. Recordkeeping. KNFB agrees to institute and maintain for not less than three (3) years following the termination of this Agreement, such systems of bookkeeping and auditing as reasonably requested by the City Finance Department. KNFB shall further furnish to the City, at KNFB's sole expense and in form reasonably acceptable to the City, a report of the Event or Services covered by this Agreement no later than fifteen (15) days following the close of the Event or Services.

c. Audit. The records of the Event or Services performed under this Agreement shall be subject to audit by the City at any time during reasonable business hours upon five (5) days' notice.

4. Relationship of Parties

Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and KNFB, or between the City and any vendor who shall operate at the Event or Services. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and KNFB, or between the City, KNFB and any vendor who shall operate at the Event or Services. It is expressly agreed that KNFB is acting as an independent contractor and not as an employee in providing the Event and Services under this Agreement.

5. Term

This Agreement shall be effective as of _____ ("Effective Date") and shall continue until conclusion of the Event ("Term").

6. Termination

The City shall have the right to terminate this Agreement if KNFB is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of notice from the City specifying such default. "Default" shall mean:

a. If KNFB fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If KNFB shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

7. Termination of Services and Return of Property

Upon the expiration or earlier termination of this Agreement, KNFB shall immediately terminate the provision of Services hereunder and shall deliver promptly to the City all City property delivered or obtained in furtherance of this Agreement.

8. Standard of Performance; Event Plans; Compliance with Applicable Laws

a. Standard of Performance. KNFB warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Event and Services and the obligations imposed by this Agreement. KNFB agrees to perform in a diligent, efficient, competent and skillful manner commensurate with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and to otherwise perform as is necessary to undertake the Event and Services required by this Agreement.

b. Event Plans. KNFB shall establish a plan for the Event or Services provided hereunder ("Event Plan") which shall be provided by KNFB as a material provision of KNFB's agreement with the City. Prior to the opening of the Event or Service, KNFB shall finalize said Event Plan and submit the same for approval to the City Manager or designee. The Event or Service shall not go forward without the approval of the City Manager or designee.

c. Compliance with Applicable Laws. KNFB warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, and permit requirements relating to conducting the Event and Services to be provided by KNFB hereunder or which in any manner affect this Agreement including, but not limited to, the requirements set forth in the Georgia Security and Immigration Compliance Act, attached hereto as Exhibit C, the Certification of Sponsor Drug Free Workplace, attached hereto as Exhibit D, and any rules, regulations, requirements, or directions of the City as required in its Special Event Permit for all Waste Collection Events.

9. Conflicts of Interest

KNFB warrants and represents that:

a. The operation of the Event and Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. It is not presently subject to any agreement with a competitor or with any other party that will prevent KNFB from performing in full accord with this Agreement; and

c. It is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that KNFB shall be free to accept other work during the Term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

10. Proprietary Information

KNFB acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which KNFB has an obligation to maintain confidentiality (collectively referred to herein as “Proprietary Information”). KNFB agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of KNFB under this section shall survive the termination of this Agreement.

11. Indemnification

KNFB shall indemnify the City, its officers, agents, servants and employees from and against any and all liability for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of KNFB or other persons employed or utilized by KNFB in the performance of the Event and Services required by this Agreement.

12. Insurance

During the Term of this Agreement, KNFB agrees to satisfy the insurance requirements set forth in Exhibit E attached hereto.

13. Assignment.

KNFB shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by KNFB without the prior express written approval of the City shall remain without force or effect and, at City’s sole option, will serve to terminate this Agreement without any notice to KNFB of such termination.

14. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

Andrea Surratt, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copies to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

If to KNFB:

Kathy Reed, Executive Director
470 Morgan Falls Road
Sandy Springs, Georgia 30350

15. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

16. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

17. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

18. Entire Agreement.

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

19. Counterparts.

This Agreement may be executed in one (1) or more counterparts, all of which together shall be deemed to constitute one (1) and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Andrea Surratt, City Manager

Attest:

Raquel Gonzalez, City Clerk

Approved as to form:

Assistant City Attorney

**KEEP NORTH FULTON BEAUTIFUL, INC.
d/b/a KEEP SANDY SPRINGS BEAUTIFUL**

By: _____
Kathy Reed, Executive Director

Attest:

By: _____
Name: _____
Title: _____

EXHIBIT A

STATEMENT OF WORK

All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Service Agreement (“Agreement”) between the City of Sandy Springs (“City”) and Keep North Fulton Beautiful, Inc., d/b/a Keep Sandy Springs Beautiful (“KNFB”) – Scrap Tire Amnesty Event, of which this Exhibit is an integral part.

Event and Services: KNFB will perform a Scrap Tire Amnesty Event and associated Services as detailed below and in accordance with Local Government Scrap Tire Abatement Reimbursement Program Agreement for Project 21-ST-060-015 attached as Exhibit B.

The purpose of the Scrap Tire Amnesty Event shall be:

- To help abate the nuisances associated with improperly discarded tires
- To provide for the responsible handling of scrap tires

KNFB shall manage the planning and execution of the Event, including:

- Publicity and promotion
- Event coordination and logistics, necessary supplies
- Securing vendors to handle the scrap tires
- Securing, training, and supervising volunteers

KNFB shall incur all expenses related to the event and submit receipts to the City, for an amount not to exceed \$1,575.04. The City will reimburse the expenses after the Georgia Environmental Protection Division will have issued a reimbursement in the equivalent amount.

City Requirements: In addition to the other rules, regulations, requirements, and provisions as set forth in the Agreement, KNFB shall comply with the following:

1. Permits are required for temporary signs. No signs may be affixed to trees, buildings or street fixtures. Applications, including signage, must provide sign descriptions on the site plan to include the number of signs/banners, location, size and height of each sign or banner.
2. KNFB shall provide proof of compliance with all applicable rules, regulations and laws with respect to such products, including any required licenses. This may include licenses from the Georgia Department of Agriculture, U.S. Department of Agriculture, and local (city/county) or state health departments. Current licenses must be available for review at all times during Event or Program hours of operation.
3. Alcohol is prohibited on any City property.

4. Smoking is not permitted at the Event or during the performance of the Services.
5. KNFB shall provide a site plan for the Event and/or Services which addresses: (a) the location of the Event or Services on the property; (b) features and attractions; (c) circulation; (d) proposed parking; (e) any proposed road closures; (f) location of waste disposal facilities; (g) restrooms; (h) access for the disabled; (i) location, size and number of any tents; (j) location, size, and description of any signage or banners.
6. KNFB shall provide security and/or traffic control at the Event or associated Services, as applicable.
7. KNFB shall provide first-aid and medical services at the Event or associated Services, as applicable.
8. Trash must be disposed of in approved containers. Event cleanup is required. KNFB shall clean the right-of-way or public property of all rubbish and debris, returning it to its pre-Event or Services condition within 24 hours of the conclusion of the Event or Services. KNFB shall ensure that recycling of materials takes place for the Event or Services related to refuse to the extent reasonably practical which shall include, but not be limited to, the placement of recycling bins upon the site and the disposal of all recycled material.
9. KNFB shall be responsible for managing all facets of the Event and Services. KNFB will enforce all vendor rules and regulations to ensure all vendors are treated in a manner consistent with the rules.
10. KNFB shall abide by state and federal laws prohibiting discrimination based on factors such as race, color, national origin, sex, marital status, sexual orientation, religion, age, receipt of government benefits, or physical or mental handicap in some situations.
11. KNFB shall not be excused from its duty to perform in accordance with the Agreement except in the case of force majeure events and as otherwise provided for in the Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. These events are defined to be strikes, riots, civil commotions, act of God, breakdowns of machinery, shortages of power, or drought.
12. KNFB electrical equipment must be pre-approved by the City's Community Development department. KNFB shall be responsible for providing its own outdoor extension cords and mats to cover any and all portions of the cord that lie in any area utilized by KNFB customers.

13. KNFB shall ensure that no soliciting by political, religious, or other “special” cause groups or individuals is permitted at the Event or in performance of the Services.
14. No person shall deface or damage the buildings, pavement, or other physical equipment at the Event or during performance of the Services. Persons causing damage to such property shall be financially responsible for the cost of repairs or replacements. Such damage shall include, but not be limited to, buildings, grounds, vehicles, and any other property owned and/or operated by KNFB.
15. Invoices shall be received from KNFB when the Event and Services have been completed. The City will verify all invoices and pay verified invoices in full according to its financial policy.
16. KNFB shall provide reports regarding the Event and Services, as described below, as specified or requested by the City Manager or designee.

EXHIBIT B

**LOCAL GOVERNMENT SCRAP TIRE ABATEMENT REIMBURSEMENT PROGRAM
AGREEMENT FOR PROJECT 21-ST-060-015
(Attached)**

EXHIBIT C

CERTIFICATION OF CONTRACTOR GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____,

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

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

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

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

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

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

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

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

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

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

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

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

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

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT D

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

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

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

CONTRACTOR:

Date: _____ Signature: _____
Title: _____

EXHIBIT E

INSURANCE REQUIREMENTS

At all times that the Agreement is in force, KNFB shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-X or higher and acceptable to the City. The following is the minimum insurance coverage and limits that KNFB must maintain. If KNFB maintains broader coverage or higher limits than the minimums shown below, the City requires and shall be entitled to all coverage and for higher limits maintained by KNFB. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

1. Statutory Workers' Compensation Insurance

Employer's Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

- a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage
Owner's and Contractor's Protective
- b. Blanket Contractual Liability
- c. Blanket "X", "C", and "U"
- d. Products/Completed Operations Insurance
- e. Broad Form Property Damage
- f. Personal and Advertising Injury Coverage

3. Automobile Liability

- a. \$1,000,000 limit of liability
- b. Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

- a. \$1,000,000 limit of liability
- b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Sandy Springs, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Agreement in connection with liability of the City of Sandy Springs and their affiliated companies and their officers, directors and

employees arising out of KNFB's operations. Copies of the endorsements shall be furnished to the City prior to execution of the Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on forty five (45) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by KNFB's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Sandy Springs, 1 Galambos Way, Sandy Springs, Georgia 30328.

Local Government Scrap Tire Abatement Reimbursement Program Agreement

SCRAP TIRE AMNESTY EVENT

Project: 21-ST-060-015

This Reimbursement Agreement (hereafter, "AGREEMENT") authorizes City of Sandy Springs (hereafter, "LOCAL GOVERNMENT") to proceed with the implementation of the scrap tire abatement project as described in the above referenced PROJECT application.

The Environmental Protection Division (hereafter, "EPD") agrees to reimburse the LOCAL GOVERNMENT up to \$1,575.04 for the scrap tire abatement project as described in the above referenced PROJECT application. Any changes in the scope and/or increases in the estimated cost of implementing the PROJECT must be approved by EPD in writing prior to implementing or incurring them. The parties agree that any electronic signatures on this Contract constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

The LOCAL GOVERNMENT agrees to remove all scrap tires collected during the amnesty event and transport them to a processing/recycling facility that has been approved or permitted by EPD within 30 days of the date of the event. The LOCAL GOVERNMENT further agrees to submit a request for reimbursement to EPD within 90 days of the event date. Requests for reimbursement must include:

- A completed final report form (available from epd.georgia.gov/star-program) signed by the authorized local government representative that includes the certification statement, "I certify that all abatement activities required in the agreed upon contract and any amendments thereto contracts for this project have been carried out in accordance with the documented application, as well as all applicable federal, state and local laws, rules and regulations. I am aware that there are significant penalties for knowingly violating these and/or submitting false information, including fines, loss of certification or licensure, and imprisonment."
- Three or more digital images taken during the event that are at least 300 dpi, no larger than 5 MB, and in one of the following formats: JPG, PNG, TIF
- Itemized list of expenses
- Description of any problems encountered and how they were handled
- Number of volunteers participating (if applicable)
- Names and permit/approval numbers of carriers and processors used, if different from those in the application
- Copies of all itemized contractor invoices showing number and/or tons of tires removed by type (passenger, truck, other)
- Copies of all checks showing amount paid to each contractor
- Copies of all transportation manifests and weight tickets

ENVIRONMENTAL PROTECTION DIVISION

BY:

Richard E. Dunn
Director

Date

City of Sandy Springs

BY:

ATTEST:

Signature

Signature

Print Name

Title

Date

**STATE OF GEORGIA
COUNTY OF FULTON**

**RESOLUTION TO ENTER INTO A SERVICE AGREEMENT WITH KEEP NORTH FULTON
BEAUTIFUL, INC, D/B/A KEEP SANDY SPRINGS BEAUTIFUL FOR A SCRAP TIRE
AMNESTY EVENT**

WHEREAS Keep North Fulton Beautiful (KNFB) offered to hold a Scrap Tire Amnesty Event on behalf of the City; and

WHEREAS the Mayor and City Council authorized Staff to file an application with the Georgia Environmental Protection Division (EPD) at their work session on August 18, 2020; and

WHEREAS EPD approved the request;

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

1. That the City Manager is hereby authorized to execute the Service Agreement for a Scrap Tire Amnesty Event (EPD Project 21-ST-060-015) as prepared by the City Attorney.

RESOLVED this 17th day of November, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: September 8, 2020 Submission for the November 17, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Real Estate Agreement for a Temporary Easement on Property Located in Land Lot 93 of the 17th District, City of Sandy Springs

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate of a Temporary Easement on that tract of land lying and located in Land Lot 93 of the 17th District, Fulton County, Georgia. The property owners are Arthur and Mary Halperin, who own their property within "The Revocable Trust of Arthur J. Halperin and Mary J. Halperin" located at 4868 Long Island Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition includes a 1,586 square feet of Temporary Easement is necessary in order to construct the Long Island Drive Stormwater Project. The property owner accepted the City's appraised Fair Market Value for the necessary land interests required to construct the proposed project but did not agree with value of the impacted landscaping within the temporary easement area.

Discussion:

Staff was able to negotiate a reasonable compensation amount for the required land rights with the property owner. The City's contracted appraiser, Craig Hammond, MAI, determined fair market value for the land interests in the amount of \$2,800.

Financial Impact:

The staff negotiator was able to reach a settlement with the property owner in the sum of \$6,344 to the City. As stated, the owner agreed with the appraised value of the land interest valuing his property at \$17.46 per square foot, but he did not agree with not being compensated for the trees and vegetation that will be impacted during construction shown on Exhibit D. Mr. and Mrs. Halperin obtained a landscaping quote requesting \$3,544.00 to cure their vegetation that will be impacted by the project. To summarize, the temporary easement of 5,463 square feet ($1,586 \text{ sf} \times \$17.46 \times 10\% \times 1 \text{ Yr} = \$2,800$) plus 3,544 for the Cost to Cure their landscaping totals \$6,344 for the land interests required for the project. Staff concurs this compensation amount is reasonable and recommends payment to the owner for these land

interests.

Alternatives:

N/A

Attachments:

1. Fulton Aerial Map.Profile - Halperin
2. Executed Option - Halperin
3. Executed TE - Halperin
4. Exhibit D - Tree Impact Study.Halperin
5. RESOLUTION

- Profile
- Sales
- Residential
- Commercial
- Permits
- OBY
- Values
- Values History
- Land
- Agricultural
- Sketch
- Pictometry Imagery
- Map
- Appeals
- Appeals History
- Personal Property
- PP Value History
- Tax Information

PARID: 17 009300061269
HALPERIN MARY L & ARTHUR J

- enter a parcel id -



Parcel

Parcel ID:	17 009300061269
Property Location:	4868 LONG ISLAND DR
Unit:	
City:	SANDY SPRINGS
Neighborhood:	17142
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	1.039
Zoning:	R4-
Location	6
Fronting:	9 - 9
Parking Type:	1-OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

Tax District	59
--------------	----

Owners

Owners:	HALPERIN MARY L & ARTHUR J
---------	----------------------------

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
HALPERIN MARY L & ARTHUR J	HF01S	
4868 LONG ISLAND DR NE		
SANDY SPRINGS GA 30342		

Sales

Sale Date:	Sale Price:
21-NOV-12	\$0
21-AUG-01	\$0
16-JAN-90	\$0
10-DEC-85	\$202,000

Sale Details

Grantor:	BENOIT MARY L.
Grantee:	HALPERIN MARY L & ARTHUR J
Sales Date:	21-NOV-12
Sale Price Sale Validity:	T : Sale < = 1000
Sale Source:	6 : PT61
Sales Type:	2 : LAND & BUILDING
Sale Flag:	
Deed Book:	51923

Deed Page: 0267
Deed Type: WD

Residential

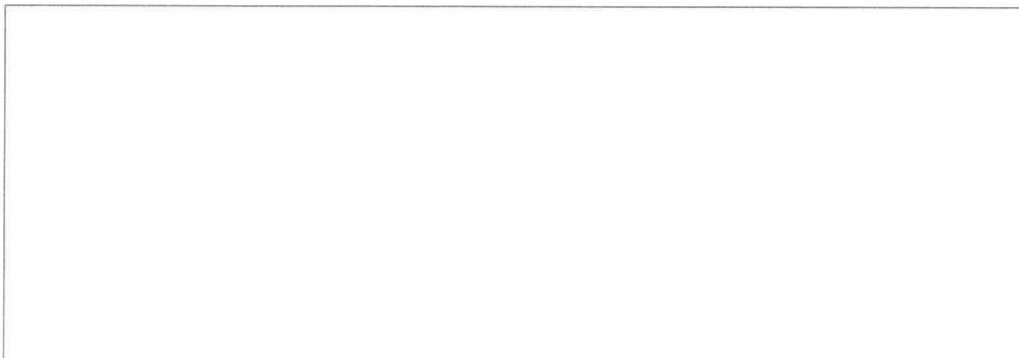
Card: 1
Stories: 1
Year Built: 1958
Effective Year Built: 1970
Remodeled Year:
Living Area: 3,622
Total Living Area: 3,622
Total Rooms: 7
Bedrooms: 4
Family Rooms: 0
Attic: 1-NONE
Basement LA:
Basement Rec Area:
Full Baths: 3
Half Baths: 1
Additional Fixtures: 2
Total Fixtures: 13
Pre Fab Fireplace: 1
Masonry Fireplaces: 1
Grade: C
CDU: GD
% Complete

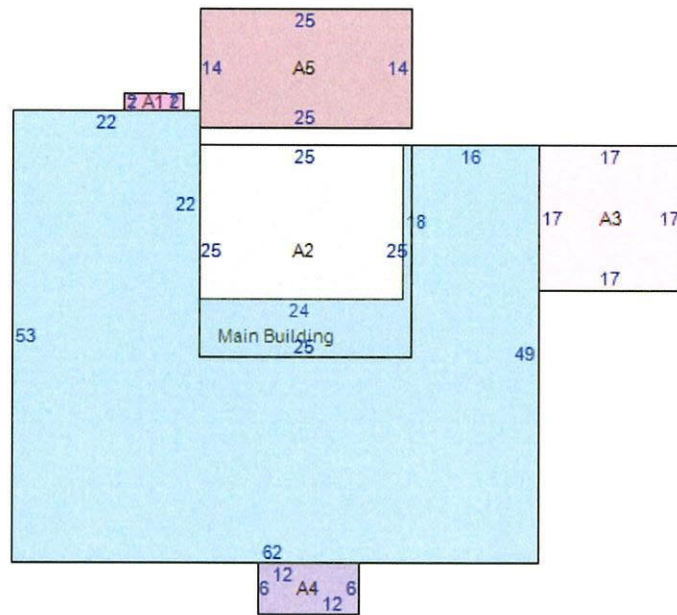
Additions

Addition Number:	Description:	Area
0	---	2,694
1	-FRBAY FRAME BAY--	14
2	-1S FR ONE STORY FRAME--	625
3	CARPT CARPORT-1SMAS MASONRY--	289
4	-OFP OPEN FRAME PORCH--	72
5	-WDDCK WOOD DECKS--	350

Land

Line Number: 1
Land Type: S - SQUARE FOOT
Land Code: 1
Square Feet: 45,259
Acres: 1.039





Item	Area
Main Building	2694
A1 - 15:FRBAY FRAME BAY	14
A2 - 10:1S FR ONE STORY FRAME	625
A3 - 30/20:CARPT CARPORT/1SMAS MASONRY	289
A4 - 11:OFF OPEN FRAME PORCH	72
A5 - 31:WDDCK WOOD DECKS	350



SANDY SPRINGS

GEORGIA

SALE AND PURCHASE AGREEMENT

PROJECT:	<u>Long Island Drive Stormwater/Roadway Maintenance</u>	PROJECT #:	<u>LONG ISLAND DR SW</u>
OWNER:	<u>The Arthur J. Halperin and Mary L. Halperin Revocable Trust aka The Revocable Trust of Arthur J. Halperin and Mary L. Halperin</u>	PARCEL #	<u>N/A</u>
ADDRESS:	<u>4868 Long Island Drive</u>	TAX ID:	<u>17-0093-0006-126-9</u>

STATE OF GEORGIA
COUNTY OF FULTON

For and in consideration of the sum of **SIX THOUSAND THREE HUNDRED FORTY FOUR 00/100 DOLLARS (\$6,344.00)**, the undersigned agrees to execute and deliver to the City of Sandy Springs, Georgia temporary and/or permanent easements to the following described real estate:

Easement rights upon and through that tract or parcel of land located in Land Lot 93 of the 17TH District, of Fulton County, Georgia, and being more particularly described on Exhibits "A" and "B" attached hereto and made a part hereof by reference.

The consideration recited is full payment for the rights conveyed as follows:

<u>\$N/A</u>		Square Feet of Fee Simple Right of Way
<u>\$N/A</u>		Square Feet of Permanent Construction and Maintenance Easement
<u>\$2,800.00</u>	<u>1,586</u>	Square Feet of Temporary Construction Easement
<u>\$3,544.00</u>		Cost to cure includes: Replacement Landscape and cost of the quote (see attached)
<u>\$N/A</u>		Consequential damages for impacts to:
<u>\$N/A</u>		Other:

The undersigned shall obtain all quit claim deeds or releases from any tenant and other parties now in possession and having a claim or interest in the property described above.

Any and all applicable Temporary Easements will terminate upon completion and acceptance of the Project by the City.

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

☒ If checked Special Provisions listed on Exhibit "C" attached hereto and incorporated herein by reference shall be additional conditions imposed upon the grant of this Agreement.

WITNESS my hand and seal this 22 day of October, 2020.

OWNER:

Mary L. Halperin
MARY L. HALPERIN

Arthur J. Halperin
ARTHUR J. HALPERIN

CITY OF SANDY SPRINGS, GEORGIA:

By:

Name:

Title:

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION
MARY L & ARTHUR J HALPERIN
PIN: 17 0093 00061269
EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 93, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

COMMENCING AT THE IRON PIN FOUND AT THE NORTH WEST CORNER OF PIN 17 0093 00061152, KNOWN AS THE **POINT OF COMMENCEMENT**, THENCE SOUTH 50°14'46" EAST ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, FOR A DISTANCE OF 157.00 FEET TO A POINT ALONG THE HEREIN DESCRIBED TEMPORARY CONSTRUCTION EASEMENT AND TEMPORARY EASEMENT **POINT OF BEGINNING**;

THENCE LEAVING SAID POINT OF BEGINNING, SOUTH 50°14'46" EAST FOR A DISTANCE OF 22.66 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE SOUTH 18°20'51" WEST FOR A DISTANCE OF 25.28 FEET TO A POINT ALONG DESCRIBED TEMPORARY CONSTRUCTION EASEMENT, THENCE SOUTH 79°58'44" WEST FOR A DISTANCE OF 39.05 FEET TO A POINT ALONG DESCRIBED TEMPORARY CONSTRUCTION EASEMENT, THENCE SOUTH 59°45'23" WEST FOR A DISTANCE OF 25.22 FEET TO A POINT ALONG DESCRIBED TEMPORARY CONSTRUCTION EASEMENT, THENCE NORTH 36°25'00" WEST FOR A DISTANCE OF 6.31 FEET TO A POINT ALONG DESCRIBED TEMPORARY CONSTRUCTION EASEMENT, THENCE NORTH 45°51'43" EAST FOR A DISTANCE OF 75.98 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT HAVING AN AREA OF 1586 SQUARE FEET.



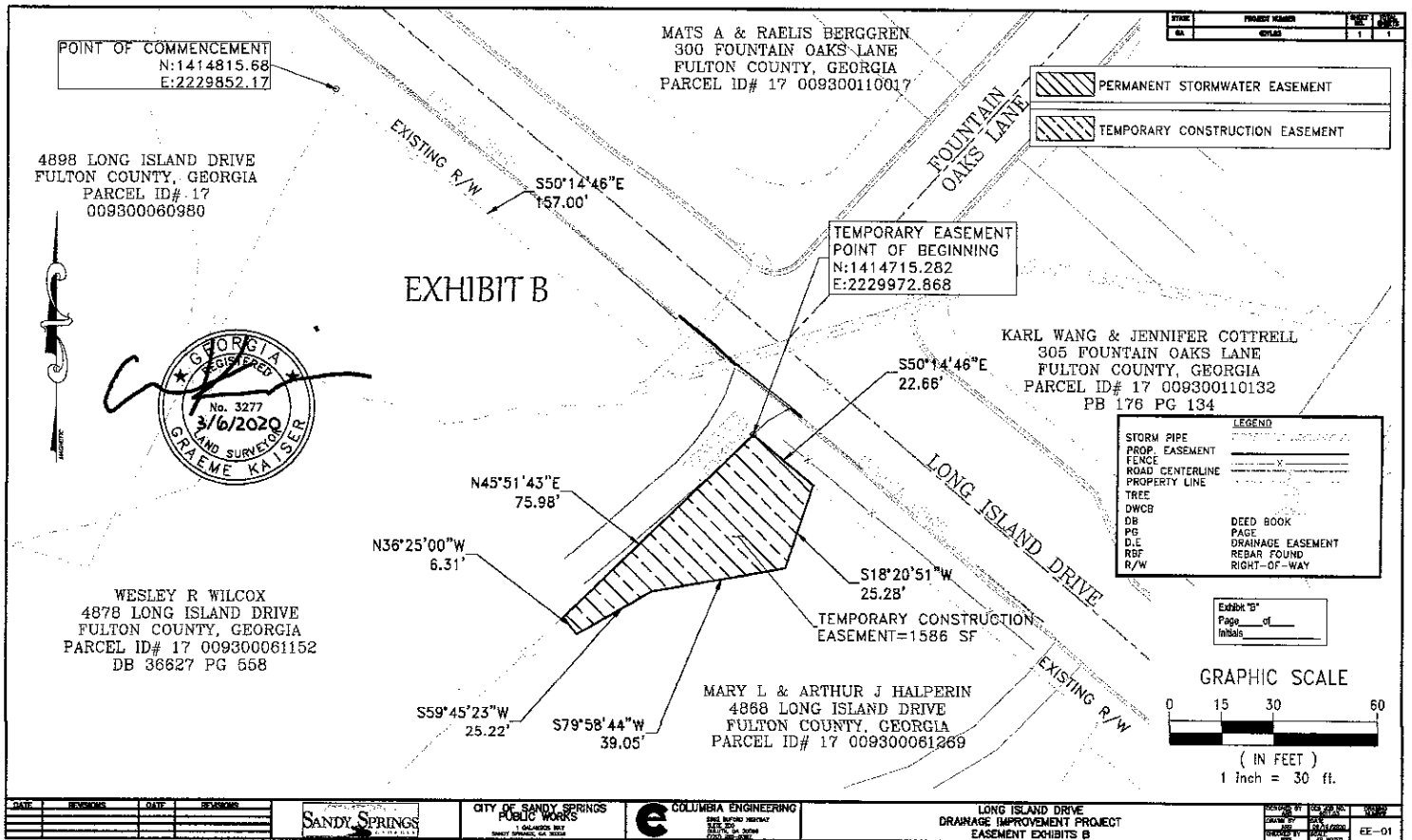


EXHIBIT "C"

- 1) The cost to cure includes replacement landscaping based on the quote provided by Davey Tree Expert Company on January 29, 2020 as well as the cost expended for the quote.
- 2) To the extent allowable by law, the City agrees to hold homeowner harmless against any and all third party liability resulting from the City's use of the temporary construction easement during the term thereof.
- 3) Project construction shall conclude 6 months from the start date.
- 4) Contemporaneously with this Agreement Owner shall execute a Temporary Easement Agreement ("TEA") in a form suitable for recording in the Real Estate Records of Fulton County, Georgia. The City of Sandy Springs shall not record said TEA until final approval has been declared by the Mayor and City Council of Sandy Springs,



Client	1/29/2020
ARTHUR HALPERIN 4858 Long Island Dr Ne Atlanta, GA 30342-2570	Proposal #: 750661-1579713909 Account #: Mobile: (404) 843-3613 Email: ARTHALPERIN@COMCAST.NET

Consulting	Service Period	Price	Tax	Total
☐ Svcs Perf.-Consul/Prof Serv./ Prof Serv	January	\$150.00		\$150.00
Tree valuation of 5 trees located at NW corner of property tagged with orange ribbon. Trunk formula method used to determine valuations.				

- 1) 5.5" Dbh Swwetgum (Liquidambar styraciflua) - \$285.00 value
- 2) 2" Dbh Sweetgum (Liquidambar styraciflua) - \$61.00 value
- 3) 6.5" Dbh Southern Magnolia (Magnolia grandiflora) - \$570.00 value
- 4) 16" Green Ash (Fraxinus pennsylvanica) - \$1821.00 value
- 5) 7" Dbh Southern Magnolia (Magnolia grandiflora) - \$657.00

Total value of \$3394.00

☐ Yes, please schedule the services marked above.

\$ _____ Deposit Required / \$ _____ Deposit Received Upon completion of work, please charge balance to credit card ____Yes ____No		Deposit payment options we accept are check or credit card To pay by check mail to The Davey Tree Expert Company 6925 Gilleland Lane Suite 102 Atlanta, GA 30360-2996		To pay by credit card call (770) 451-7911 	
---	--	---	--	---	--

ACCEPTANCE OF PROPOSAL: The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.



Chris Heim

Chris Heim
ISA Certified Arborist OH-0513A
Cert TreeCare Safety Prof 2589

Authorizing Signature

Date

Please return to:
Daniel W. Lee, City Attorney
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
770-730-5600

TEMPORARY EASEMENT
(4868 Long Island Drive)

STATE OF GEORGIA
COUNTY OF FULTON

THIS TEMPORARY EASEMENT AGREEMENT is made and entered into this 22 day of October, 2020, between THE REVOCABLE TRUST OF ARTHUR J. HALPERIN AND MARY L. HALPERIN as GRANTOR, and CITY OF SANDY SPRINGS, GEORGIA, a Georgia Municipal Corporation, as GRANTEE.

WITNESSETH:

WHEREAS, GRANTORS are the owners of that certain tract or parcel of land lying and being in Land Lot 93 of 17TH District of Fulton County, Georgia, having a street address of 4868 Long Island Drive, Parcel No: 17-0093-0006-126-9 in the City of Sandy Springs and being more particularly described on Exhibit "A" and as illustrated on the plat attached hereto as Exhibit "B" all of which are attached hereto and made part hereof by reference; and,

WHEREAS, The City of Sandy Springs is coordinating with the GRANTOR and the City of Sandy Springs, Georgia for the improvement of certain public stormwater and roadways improvements along Long Island Drive (the "Project"); and,

WHEREAS, the Project as proposed includes certain portions of GRANTOR'S Property and the GRANTEE desires that GRANTOR grant to the GRANTEE a temporary construction easement as more particularly described herein on and across GRANTOR'S Property in furtherance of the Project; and,

WHEREAS, GRANTOR is amenable to granting such easement only subject to the terms and provisions of this Agreement,

NOW, THEREFORE, for and in consideration of the sum of one dollar and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, GRANTOR and GRANTEE hereby agree as follows:

- 1) GRANTOR hereby grants and conveys to GRANTEE the right and privilege of a Temporary Easement (the "Temporary Easement") across that portion of GRANTOR'S Property more particularly described on Exhibit "A" for Stormwater Improvements as illustrated on the plat attached hereto as Exhibit "B" all of which are attached hereto and made part hereof by reference.
- 2) The purpose of the Temporary Easement is to allow GRANTEE and/or its contractors, construction vehicles, and equipment access to the Property for the purpose of use in the (i) construction and installment of improvements and other purposes reasonable related to the Project

- 3) The Temporary Easement granted herein shall terminate automatically on the completion and final acceptance of the Project, or one (1) year from the date this document is signed, whichever date shall first occur. Grantee shall notify Grantor in writing of the Project's official start and completion dates, no less than 10 days in advance of each occurrence.
- 4) If any alterations or additions to the storm water drainage system serving GRANTOR's remaining property are required as part of the road construction to be made by GRANTEE, then GRANTEE shall perform such alterations and improvements as part of such work by GRANTEE and pursuant to the Temporary Easement.
- 5) Grantee shall remove all construction materials and debris, trunks and branches from all felled trees, grind all residual tree stumps below grade and regrade the property to ensure proper drainage. Once the ground is restored the Grantee will install Emerald Zoyzia sod within the disturbed area.

GRANTOR reserves for itself, its successors, assigns and invitees the right at all times to access the remainder of GRANTOR's Property by way of ingress and egress on the designated driveway as shown on Exhibit "B" over and across the Temporary Easement. During the construction of the Project, GRANTOR and GRANTEE shall work cooperatively in good faith and with commercial reasonableness regarding the completion of such construction with the minimum necessary interference with or disruption of GRANTOR's continued use and enjoyment of the remainder of GRANTOR's Property.

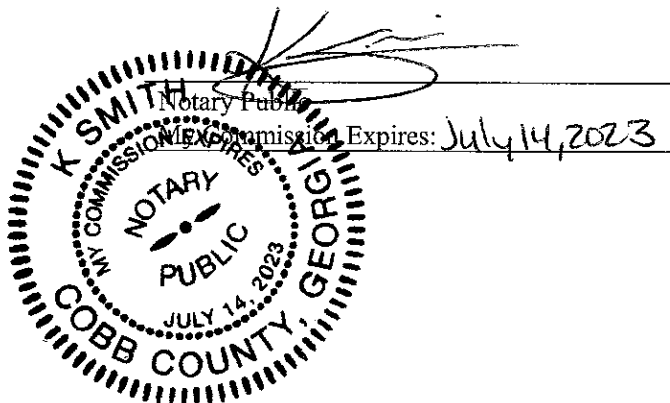
IN WITNESS WHEREOF GRANTOR and GRANTEE have hereunto set their hands and seals as of the day and year above written.

GRANTOR:

Mary L. Halperin
MARY L. HALPERIN

Arthur J. Halperin
ARTHUR J. HALPERIN

Signed, sealed and delivered in the presence
of:



Unofficial Witness

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION
MARY L & ARTHUR J HALPERIN
PIN: 17 0093 00061269
EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 93, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

COMMENCING AT THE IRON PIN FOUND AT THE NORTH WEST CORNER OF PIN 17 0093 00061152, KNOWN AS THE **POINT OF COMMENCEMENT**, THENCE SOUTH 50°14'46" EAST ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, FOR A DISTANCE OF 157.00 FEET TO A POINT ALONG THE HEREIN DESCRIBED TEMPORARY CONSTRUCTION EASEMENT AND TEMPORARY EASEMENT **POINT OF BEGINNING**;

THENCE LEAVING SAID POINT OF BEGINNING, SOUTH 50°14'46" EAST FOR A DISTANCE OF 22.66 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE SOUTH 18°20'51" WEST FOR A DISTANCE OF 25.28 FEET TO A POINT ALONG DESCRIBED TEMPORARY CONSTRUCTION EASEMENT, THENCE SOUTH 79°58'44" WEST FOR A DISTANCE OF 39.05 FEET TO A POINT ALONG DESCRIBED TEMPORARY CONSTRUCTION EASEMENT, THENCE SOUTH 59°45'23" WEST FOR A DISTANCE OF 25.22 FEET TO A POINT ALONG DESCRIBED TEMPORARY CONSTRUCTION EASEMENT, THENCE NORTH 36°25'00" WEST FOR A DISTANCE OF 6.31 FEET TO A POINT ALONG DESCRIBED TEMPORARY CONSTRUCTION EASEMENT, THENCE NORTH 45°51'43" EAST FOR A DISTANCE OF 75.98 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT HAVING AN AREA OF 1586 SQUARE FEET.



STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	4011.03	1	1

POINT OF COMMENCEMENT
N:1414815.68
E:2229852.17

MATS A & Raelis BERGGREN
300 Fountain Oaks Lane
Fulton County, Georgia
Parcel ID# 17 009300110017

4898 Long Island Drive
Fulton County, Georgia
Parcel ID# 17
009300060980

 PERMANENT STORMWATER EASEMENT

 TEMPORARY CONSTRUCTION EASEMENT

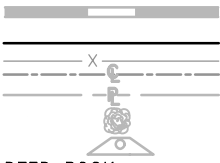
EXHIBIT B



TEMPORARY EASEMENT
POINT OF BEGINNING
N:1414715.282
E:2229972.868

KARL WANG & JENNIFER COTTRELL
305 Fountain Oaks Lane
Fulton County, Georgia
Parcel ID# 17 009300110132
PB 176 PG 134

STORM PIPE
PROP. EASEMENT
FENCE
ROAD CENTERLINE
PROPERTY LINE
TREE
DWCB
DB
PG
D.E
RBF
R/W

LEGEND

DEED BOOK
PAGE
DRAINAGE EASEMENT
REBAR FOUND
RIGHT-OF-WAY

Wesley R Wilcox
4878 Long Island Drive
Fulton County, Georgia
Parcel ID# 17 009300061152
DB 36627 PG 558

N45°51'43"E 75.98'
N36°25'00"W 6.31'
S59°45'23"W 25.22'
S79°58'44"W 39.05'

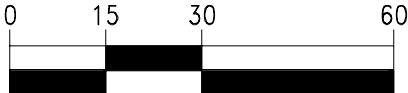
S50°14'46"E 22.66'
S18°20'51"W 25.28'
LONG ISLAND DRIVE
EXISTING R/W

TEMPORARY CONSTRUCTION
EASEMENT=1586 SF

MARY L & ARTHUR J HALPERIN
4868 Long Island Drive
Fulton County, Georgia
Parcel ID# 17 009300061269

Exhibit "B"
Page ____ of ____
Initials _____

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

DATE	REVISIONS	DATE	REVISIONS



CITY OF SANDY SPRINGS
PUBLIC WORKS
1 GALAMBOS WAY
SANDY SPRINGS, GA 30328

 COLUMBIA ENGINEERING

2862 BUFORD HIGHWAY
SUITE 200
DULUTH, GA 30096
(770) 825-0357

LONG ISLAND DRIVE
DRAINAGE IMPROVEMENT PROJECT
EASEMENT EXHIBITS B

DESIGNED BY ARB	CES JOB NO. 4011.03	DRAWING NUMBER
DRAWN BY ARB	DATE 02/19/2020	
CHECKED BY RWS	SCALE AS NOTED	EE-01

**REMOVE
HEADWALL**

(DO NOT DIST)

(DO NOT DISTURB)

REMOVE MAILBOX
& RELOCATE TO
OTHER SIDE OF
DRIVEWAY
DURING
CONSTRUCTION

A-3
STMH
TOP=955.67
INV IN=954.33
INV OUT=954.13
(DO NOT DISTURB)

REMOVE TREE
(TYP.)

DO NOT DISTURB

DEMO & REMOVE
APPROX 100 SY
CONCRETE DRIVEWAY

APPROXIMATE LOCATION OF
END NEAR FLOODPLAIN

4868 LONG ISLAND DRIVE
FULTON COUNTY, GEORGIA
PARCEL ID# 17
00990001288

1.5' WOOD FENCE

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A REAL ESTATE AGREEMENT FOR A
TEMPORARY EASEMENT ON PROPERTY LOCATED IN LAND LOT 93 OF
THE 17th DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of a Real Estate Agreement for the acquisition of a Temporary Easement by the City of Sandy Springs for property located at 4868 Long Island Drive owned by The Revocable Trust of Arthur L. Halperin and Mary J. Halperin in Land Lot 93 of the 17th District, Fulton County, City of Sandy Springs, Georgia

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

To facilitate the construction of the Long Island Drive Stormwater Project, the City approves the acceptance of the Real Estate Agreement acquiring a Temporary Easement on property located in Land Lot 93 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 17th day of November, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: October 22, 2020 Submission for the November 17, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Donate Right of Way and Temporary Construction Easement on Property Located in Land Lot 383 of the 6th District, City of Sandy Springs, Fulton County, Georgia

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Donate Right of Way and Temporary Construction Easement on that tract or parcel of land lying and located in Land Lot 383 of the 6th District, Fulton County, Georgia. The property is owned by Wesley Brooker and Julie E. Dickard as shown on the attached exhibits, and is located at 940 Dunwoody Club Drive.

Background:

The acquisition of Fee Simple Right of Way and Temporary Construction Easement on the Brooker-Dickard property is necessary in order to construct the TS-169 Dunwoody Club Drive Sidewalk Project.

Discussion:

Mr. Brooker and Ms. Dickard have agreed to donate the property rights needed to construct the project in exchange for a Cost to Cure payment of \$20,000.00 to be used to replace a dense vegetative privacy buffer that will be removed as part of the project. The City's Appraisal of \$16,700.00 included a Cost to Cure compensation amount of \$14,100.00 to replace the impacted landscaping and irrigation. The Owners' Landscaping and irrigation estimate was \$26,829.00. The City Consulted with our Cost to Cure Engineer about the Owners' estimate and it was determined that the Owners' estimate wasn't comparing "like-kind for like-kind" items, but that there is room for negotiations to allow the City to negotiate an amicable settlement. After several rounds of negotiations over the course of several weeks, the Owners stated that the minimum Cost to Cure compensation they would accept is \$20,000.00. The City's appraisal of fair market value of the land to be donated is \$2,555.02.

Financial Impact:

A Cost to Cure Payment of \$20,000.00 is recommended to be paid to the owners.

Alternatives:

N/A

Attachments:

1. Aerial Map
2. GIS Map
3. P#4 Brooker-Dillard Executed Agreement with Attachments
4. P#6 Brooker-Dickard Provided Estimate
5. RESOLUTION



0 0 0 0 mi

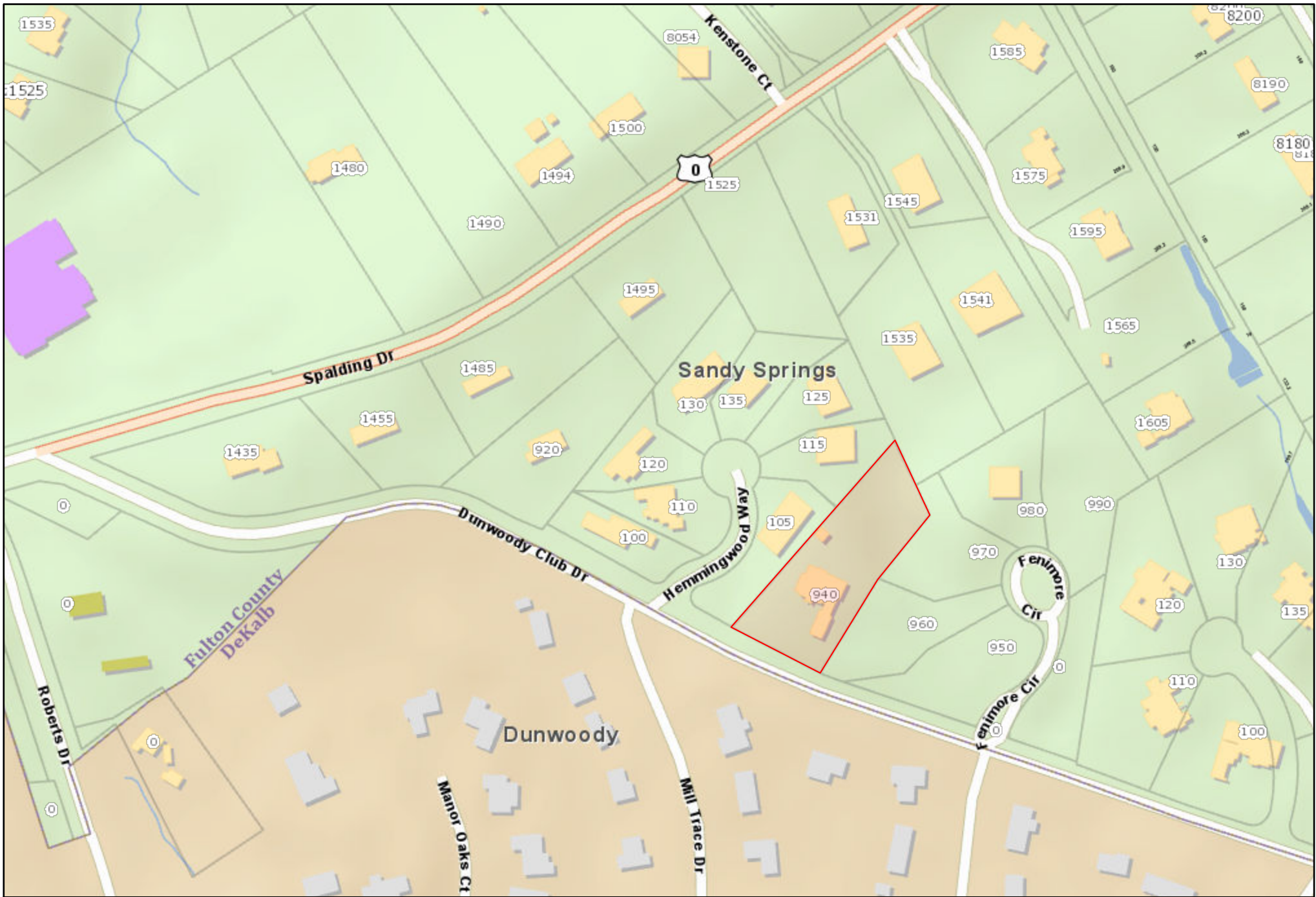
Date: 10/25/2020
Map Size: 8.5x11 (LETTER)



TS-169 Parcel #6 Brooker-Dickard Donation Agreement

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: 10/25/2020
Map Size: 8.5x11 (LETTER)



TS-169 Parcel #6 Brooker-Dickard Donation Agreement

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 DONATE RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to a Donation of Land Rights and grants to the City of Sandy Springs an option to acquire, Right of Way and Temporary Construction Easement rights on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 383 of the 6th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

In exchange for receiving a Cost to Cure Compensation payment in the amount of **\$20,000.00**, the undersigned agrees to a Donation by executing and delivering Fee Simple Title and Temporary Construction Easement rights on the lands owned by the undersigned as reflected on the attached Exhibits "A" and "B" to the City of Sandy Springs. This Donation has an appraised fair market value of \$2,555.02.

* * * * *

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

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

<u>79.60 sf</u>	Fee Simple Right of Way
<u>872.77 sf</u>	Temporary Construction Easement
<u>1</u>	Temporary Driveway Easement

- 3) Any and all applicable Temporary Easements will expire upon the sooner of two (2) years from the date of granting such easements or completion of and final acceptance of said project by the City of Sandy Springs Public Works Department.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) This Agreement shall not be binding until approved by the City Council of Sandy Springs, Georgia
- 6) Special Provisions, if any, are listed on Exhibit "C", which will be attached hereto and incorporated herein by reference.

Witness my hand and seal this 14th day of October, 2020.

Signed, Sealed and Delivered in the presence of:

Thomas Briggs
Witness

Wesley Brooker
Wesley Brooker

Notary Public

Julie E. Dickard
Julie E. Dickard

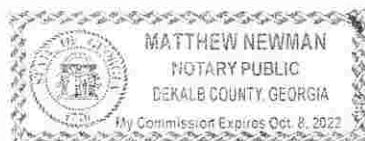
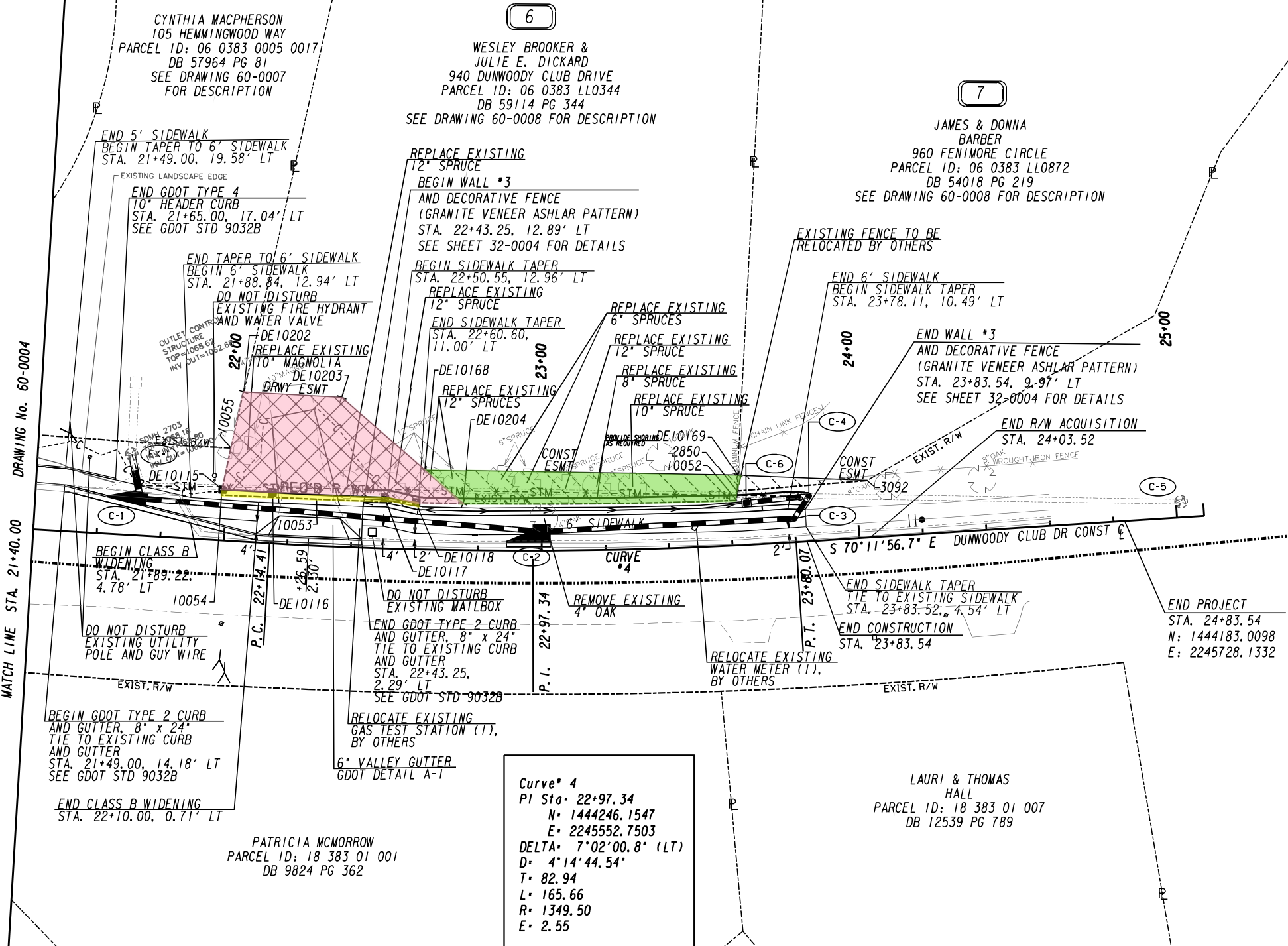
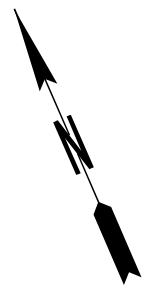


EXHIBIT "A"



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

-----R-----

-----C-----F-----

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

SCALE IN FEET

0

20

40

80

DATE

REVISIONS

DATE

REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS
RIGHT OF WAY MAP

PROJECT NO: TS 169
COUNTY: FULTON
LAND LOT NO: 383
LAND DISTRICT: 18TH
GND
DATE 08/03/20 SH5 OF8

DRAWING No.

60-0005

7/31/2015 GRWPLN

PARCEL 6 - REQD RIGHT OF WAY REQ'D R/W DE106
WESLEY BROOKER & JULIE E. DICKARD

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
10054	14.24 L	21+98.41	DUNWOODY CLUB BASELINE
	1.78	N 35°11'25.4" E	
DE10115	16.00 L	21+98.67	DUNWOODY CLUB BASELINE
	15.74	S 63°09'55.8" E	
DE10116	16.00 L	22+14.41	DUNWOODY CLUB BASELINE
ARC LENGTH = 35.17			
CHORD BEAR = S 63°55'16.0" E			
LNTH CHORD = 35.17			
RADIUS = 1333.50			
DEGREE = 4°17'47.9"			
DE10117	16.00 L	22+50.00	DUNWOODY CLUB BASELINE
	9.96	S 57°44'18.0" E	
DE10118	14.76 L	22+60.00	DUNWOODY CLUB BASELINE
ARC LENGTH = 31.24			
CHORD BEAR = N 64°38'16.2" W			
LNTH CHORD = 31.24			
RADIUS = 1628.74			
DEGREE = 3°31'04.0"			
10053	14.65 L	22+28.41	DUNWOODY CLUB BASELINE
	29.86	N 64°05'18.0" W	
10054	14.24 L	21+98.41	DUNWOODY CLUB BASELINE
REQD R/W = 79.60 SF			
REQD R/W = 0.002 ACRES			
REMAINDER = +/- 1.218 ACRES			

PARCEL 6 - TEMP ESMT REQ'D TEMP. EASM'T. DE124
WESLEY BROOKER & JULIE E. DICKARD

PNT	OFFSET/	STATION/	ALIGNMENT
DE10168	25.00 L	22+62.60	DUNWOODY CLUB BASELINE
DE10169	22.00 L	23+62.71	DUNWOODY CLUB BASELINE
2850	17.11 L	23+62.19	DUNWOODY CLUB BASELINE
10052	14.22 L	23+61.88	DUNWOODY CLUB BASELINE
ARC LENGTH = 86.04			
CHORD BEAR = N 67°13'09.7" W			
LNTH CHORD = 86.03			
RADIUS = 1628.74			
DEGREE = 3°31'04.0"			
DE10204	14.77 L	22+74.91	DUNWOODY CLUB BASELINE
DE10168	25.00 L	22+62.60	DUNWOODY CLUB BASELINE
REQD EASMT AREA = 872.77 SF			
REQD EASMT AREA = 0.020 AC			

PARCEL 6 - DRWY ESMT EASEMENT FOR THE CONSTRUCTION OF DRIVEWAY DE141
WESLEY BROOKER & JULIE E. DICKARD

PNT	OFFSET/	STATION/	ALIGNMENT
DE10115	16.00 L	21+98.67	DUNWOODY CLUB BASELINE
10055	29.28 L	22+00.62	DUNWOODY CLUB BASELINE
DE10202	47.00 L	22+03.52	DUNWOODY CLUB BASELINE
DE10203	47.00 L	22+35.00	DUNWOODY CLUB BASELINE
DE10204	14.77 L	22+74.91	DUNWOODY CLUB BASELINE
ARC LENGTH = 14.74			
CHORD BEAR = N 65°26'48.0" W			
LNTH CHORD = 14.74			
RADIUS = 1628.74			
DEGREE = 3°31'04.0"			
DE10118	14.76 L	22+60.00	DUNWOODY CLUB BASELINE
DE10117	16.00 L	22+50.00	DUNWOODY CLUB BASELINE
ARC LENGTH = 35.17			
CHORD BEAR = N 63°55'16.0" W			
LNTH CHORD = 35.17			
RADIUS = 1333.50			
DEGREE = 4°17'47.9"			
DE10116	16.00 L	22+14.41	DUNWOODY CLUB BASELINE
DE10115	16.00 L	21+98.67	DUNWOODY CLUB BASELINE

PARCEL 7 - TEMP ESMT REQ'D TEMP. EASM'T. DE125
JAMES & DONNA BARBER

PNT	OFFSET/	STATION/	ALIGNMENT
2850	17.11 L	23+62.19	DUNWOODY CLUB BASELINE
DE10169	22.00 L	23+62.71	DUNWOODY CLUB BASELINE
3092	17.92 L	24+03.52	DUNWOODY CLUB BASELINE
2850	17.11 L	23+62.19	DUNWOODY CLUB BASELINE
REQD EASMT AREA = 100.23 SF			
REQD EASMT AREA = 0.002 AC			

EXHIBIT "B"

**Wes Brooker
Julie E. Dickard
940 Dunwoody Club Drive
Sandy Springs, GA 30350
(770) 316-1485**

September 14, 2020

Smith Real Estate Services
120 Hammond Drive
Atlanta, GA 30328

Attn: Dwonna Smith, Kerry Missel – Sandy Springs

RE: Project No.: TS-169
Project Name: Dunwoody Club Sidewalk Project
Parcel No.: 6

Dear Ms. Smith,

As we have discussed the city of Sandy Springs is planning to build a sidewalk in front of our house. Although we are generally in favor of a sidewalk we have a number of concerns and questions about how this will be done and the cost on our part to have this done. We have a significant investment in this house and property and do not want anything done that will detract from its value.

In order for this to happen the city will have to cut down and remove 11 large trees in the front of our house, which will have a significant impact on our front yard.

Trees to be removed:

Leyland Cypress

- 4 @ 35'
- 2 @ 25'
- 2 @ 20'

Hardwoods

- 1@ 50'
- 1 @ 40'
- 1 @ 25'

Sandy Springs has offered us \$14,058.75 in exchange for compensation/Cost to Cure, which is completely unacceptable. I have received quotes from a landscaper and irrigation company and the cost to replace the trees and related landscaping is \$26,829.

Cost to Cure summary:

Stump removal:	\$ 2,100
Tree replacement:	\$ 21,354
Irrigation system:	\$ 2,625
Atlanta water:	\$ 750

Total **\$ 26,829**

Not that replacement trees are only a fraction of the size of those currently in place.

This also assumes there is no damage to our existing sprinkler system during construction. Should damage to our sprinkler system occur it will be the responsibility of the City of Sandy Springs to remedy the situation.

The irrigation system is necessary because without it the trees cannot be guaranteed by the landscaper to live. The existing trees are mature and do not require irrigation.

Atlanta water is the second most costly in the nation and the cost of \$750 is estimated for the first year to make sure the new trees survive. When we put down sod in 2019 we averaged over \$400/month in water costs to keep it from dying.

Attached are photos, which show what this property looks like. I have a construction background and recognize this is a challenging project.

Also attached are quotes to grind the stumps, replace the trees, and provide for irrigation.

No construction is to take place on our property until this cost issue is resolved.

Yours truly,

Wes Brooker



c.c. Mr. Kerri Missel, Acquisition Manager, Sandy Springs



AGREEMENT FOR LANDSCAPE INSTALLATION SERVICES

Wes Brooker
940 Dunwoody Club Dr
Atlanta, Georgia 30350
770-316-1485 |
wesbrooker@earthlink.net

I. Scope of Services

PLANTS PINESTRAW

- Dig up any existing weeds and clean beds where necessary
- Redefine bed line with shovels for a nice crisp edge
- Add plant fertilizer and landscape mix to new plant material
- Install the following new plant material:
 - (11) Leyland Cypress 14'-16' – to replace existing trees Leylands
- Add approximately (75) bales of Pine straw

Planting Note:

There is an 80-90% chance transplanted plant material will die, especially in the hot summer months. Any existing plant material that is transplanted by Oasis Landscape & Irrigation will not have a warranty and if any transplanted material dies Oasis Landscape & Irrigation shall not be held responsible.

NOTE: This is for replacement only – not removal of the existing trees.

II. Fee – Summary

Oasis Landscape & Irrigation's fee to provide the Scope of Services:

TOTAL PROJECT COST

\$21,354.00

We are currently (2) weeks out on scheduling new projects. Price guaranteed for 30 days.

III. Terms and Conditions

Initial deposit due at agreement signing:

50% of project cost

Final payment due upon project completion:

50% of project cost

Accepted by:

Signature

Name

Date

MARCIA WEBER
gardenstolove

DESIGN · LANDSCAPE · UPKEEP

P.O. Box 77396 Atlanta, GA 30357

404-603-9705 www.gardenstolove.com

Estimate

Estimate #	Date
6195	9/3/2020

Name / Address
Wes Brooker Sandy Springs, GA

Description	Total
(2) Rain Bird PGA Valves (26) bubbler emitters Misc PVC fittings 200ft of 1" class 200 PVC 100 ft of poly irrigation pipe Trencher for irrigation Subtotal for Irrigation needed for new planting installation:	2,624.75
-We are not responsible for anything we cannot see or is not marked underground. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. - Above prices include taxes and insurance and guarantee that plants will meet all standards set forth by the American Nurseryman Association. In the absence of plant materials as provided in this estimate, Marcia Weber Gardens to Love may substitute suitable species as necessary to complete the installation in a timely manner. Marcia Weber Gardens to Love warrants that the work to be performed will be accomplished in a neat and workmanlike manner by experienced personnel outfitted with necessary tools and equipment to do the job properly. Prices as given in this proposal are guaranteed for 30 days. After that period prices may be subject to change. - Marcia Weber Gardens to Love guarantees plant material replacement against loss within 90 days of installation. Materials not under irrigation cannot be guaranteed. There is no guarantee on transplants, seed or sod. NOTE: If the city of Sandy Springs does not complete the stump grinding there may be additional fees of \$2100 and additional materials disposal fees. ← IRRIGATION Irrigation Assessment to assess existing system and locate water main Install (2) bubbler zones to water the newly planted Arborvitae and Oak trees. Cover up work areas with pinestraw	\$2100
Total	









SANDY SPRINGS

GEORGIA

August 22, 2020

Wesley Brooker and Julie E. Dickard
940 Dunwoody Club Drive
Sandy Springs, GA 30350

RE: Project No.: TS-169
Project Name: Dunwoody Club Sidewalk Project
Parcel No.: 6

Dear Property Owner:

As you may already know, The City of Sandy Springs, GA (the "City") has initiated a project to construct a sidewalk gap-fill project along Dunwoody Club Drive. Per the plans developed by independent-professionally licensed engineers, the City needs to acquire 79.60 square feet of Fee Simple Right of Way and 872.77 square feet of Temporary Construction Easement to construct this project. These areas are more particularly shown highlighted on the plat(s) enclosed with this letter.

After careful consideration of an independent appraisal, the City has determined an Estimate of Fair Market Value of the property rights required for construction of the project to be **\$16,700.00**. This amount is based upon verified sales of similar properties and was reviewed and approved by the City. The attached form entitled "Statement of Estimated Values", separates certain elements comprising the above listed value.

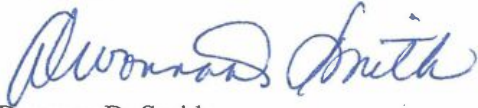
The City is respectfully requesting donations of the property rights needed to construct the project, however by law, the City cannot coerce property owners into donating any property rights. Of the appraised fair market value shown above, **\$14,058.75** has been determined to be the Improvement/Cost to Cure mitigation value created by impacts of the project on your property. The City respectfully asks you to give prompt consideration of a donation of **\$2,641.25** in exchange for compensation of the Improvements/Cost to Cure value of **\$14,058.75**.

The City has retained the professional services of Smith Real Estate Services, Inc. to perform the right of way acquisition activities for this project. The City has authorized me to discuss this project and the donation request with you and to come to a good-faith amicable settlement with you. In addition, I will discuss the full effect of the project and the purchased property rights as provided by law. I have enclosed for your review a highlighted plan sheet that outlines the project's limits and also the impact on your property.

Should you have any questions or concerns, or wish to schedule an onsite appointment to discuss this offer and the project, please do not hesitate to call me at (404) 315-1512 ext. 122, or by email at dwsmith@smith-res.com so that we can set up an onsite meeting or web-based meeting to discuss this acquisition on your property. Additionally, the City contact for this project is Kerry Missel, Land Administration Manager. His direct dial number is (404) 922-5070 and his email is KMissel@SandySpringsga.Gov should you want to contact the City for any reason pertaining to this project.

I look forward to hearing from you in the very near future.

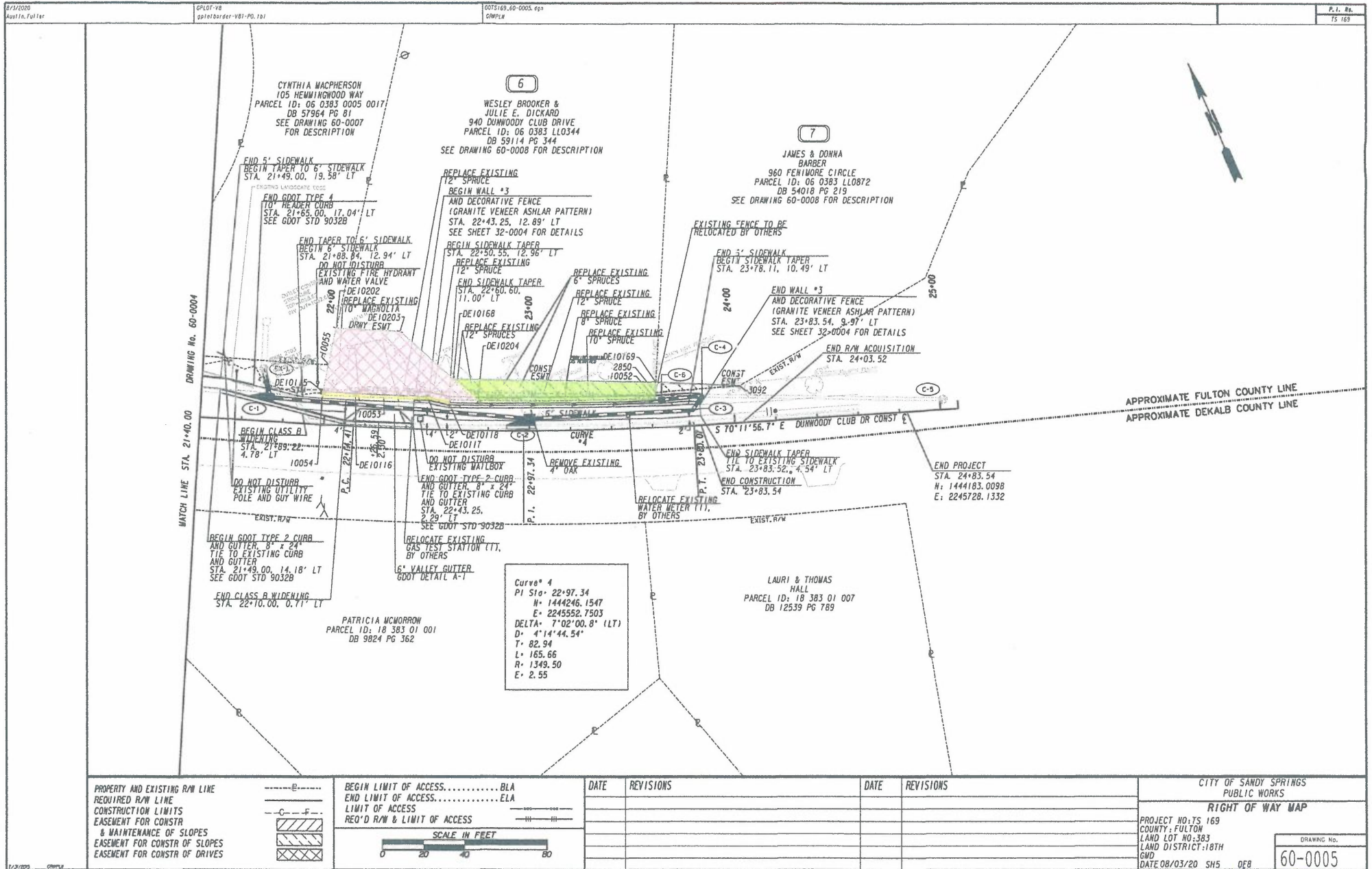
Sincerely,



Dwonna D. Smith
Smith Real Estate Services, Inc.
Right of Way Acquisition Consultant

Enclosures

PRELIMINARY



8/5/20

PRELIMINARY

8/1/2020
Austin, Fuller
PLOT-V8
gplotborder-v81-P0.tbl
DOTS169.60-0008.dgn
DWPLN
P.L. No.
75 169

PARCEL 6 - RECD RIGHT OF WAY RECD'D R/W DE106
WESLEY BROOKER & JULIE E. DICKARD

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
10054	14.24 L	21+98.41	DUNWOODY CLUB BASELINE
	1.78	N 35°11'25.4" E	
DE10115	16.00 L	21+98.67	DUNWOODY CLUB BASELINE
	15.74	S 63°09'55.8" E	
DE10116	16.00 L	22+14.41	DUNWOODY CLUB BASELINE
ARC LENGTH	35.17		
CHORD BEAR	S 63°55'16.0" E		
LNTH CHORD	35.17		
RADIUS	1333.50		
DEGREE	4°17'47.9"		
DE10117	16.00 L	22+50.00	DUNWOODY CLUB BASELINE
	9.96	S 57°44'18.0" E	
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ARC LENGTH	31.24		
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DEGREE	3°31'04.0"		
10053	14.65 L	22+28.41	DUNWOODY CLUB BASELINE
	29.86	N 64°05'18.0" W	
10054	14.24 L	21+98.41	DUNWOODY CLUB BASELINE
RECD R/W	79.60 SF		
RECD R/W	0.002 ACRES		
REMAINDER	1.218 ACRES		

PARCEL 6 - TEMP ESMT RECD'D TEMP. EASMT. DE124
WESLEY BROOKER & JULIE E. DICKARD

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10168	25.00 L	22+62.60	DUNWOODY CLUB BASELINE
DE10169	22.00 L	23+62.71	DUNWOODY CLUB BASELINE
2050	17.11 L	23+62.19	DUNWOODY CLUB BASELINE
10052	14.22 L	23+61.88	DUNWOODY CLUB BASELINE
ARC LENGTH	86.04		
CHORD BEAR	N 67°13'09.7" W		
LNTH CHORD	86.03		
RADIUS	1628.74		
DEGREE	3°31'04.0"		
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DE10168	25.00 L	22+62.60	DUNWOODY CLUB BASELINE
RECD EASMT AREA	872.77 SF		
RECD EASMT AREA	0.020 AC		

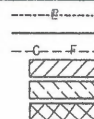
PARCEL 6 - DWMY ESMT EASEMENT FOR THE CONSTRUCTION OF DRIVEWAY DE141
WESLEY BROOKER & JULIE E. DICKARD

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10115	16.00 L	21+98.67	DUNWOODY CLUB BASELINE
10055	29.28 L	22+00.62	DUNWOODY CLUB BASELINE
DE10202	47.00 L	22+03.52	DUNWOODY CLUB BASELINE
DE10203	47.00 L	22+35.00	DUNWOODY CLUB BASELINE
DE10204	14.77 L	22+74.91	DUNWOODY CLUB BASELINE
ARC LENGTH	14.74		
CHORD BEAR	N 65°26'48.0" W		
LNTH CHORD	14.74		
RADIUS	1628.74		
DEGREE	3°31'04.0"		
DE10118	14.76 L	22+60.00	DUNWOODY CLUB BASELINE
DE10117	16.00 L	22+50.00	DUNWOODY CLUB BASELINE
ARC LENGTH	35.17		
CHORD BEAR	N 63°55'16.0" W		
LNTH CHORD	35.17		
RADIUS	1333.50		
DEGREE	4°17'47.9"		
DE10116	16.00 L	22+14.41	DUNWOODY CLUB BASELINE
DE10115	16.00 L	21+98.67	DUNWOODY CLUB BASELINE

PARCEL 7 - TEMP ESMT RECD'D TEMP. EASMT. DE125
JAMES & DONNA BARBER

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
2850	17.11 L	23+62.19	DUNWOODY CLUB BASELINE
DE10169	22.00 L	23+62.71	DUNWOODY CLUB BASELINE
3092	17.92 L	24+03.52	DUNWOODY CLUB BASELINE
2850	17.11 L	23+62.19	DUNWOODY CLUB BASELINE
RECD EASMT AREA	100.23 SF		
RECD EASMT AREA	0.002 AC		

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



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

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS

RIGHT OF WAY MAP

PROJECT NO: TS 169
COUNTY: FULTON
LAND LOT NO: 383
LAND DISTRICT: 18TH
GMD
DATE 08/03/20 SHB OFB

DRAWING NO.

60-0008

[Handwritten signature]

STATEMENT OF ESTIMATED VALUES

Wesley Brooker and Julie E. Dickard
940 Dunwoody Club Drive
Sandy Springs, GA 30350

RE: Project No.: TS-169
Project Name: Dunwoody Club Drive Sidewalk
Parcel No.: 6 Wesley Brooker & Julie E. Dickard

	<u>FAIR MARKET VALUE REQUIRED</u>	<u>FAIR MARKET VALUE INCLUDING CERTAIN REMNANTS</u>
--	---------------------------------------	---

- | | | |
|--|-----------------------|-------|
| 1. Estimated Value of Land and Improvements and/or Easement if applicable: | \$ 2,555.02 | \$N/A |
| 2. Estimated Value of all consequential or severance damages: | \$14,058.75 | \$N/A |
| 3. Estimated Value of Certain Remnant(s): | \$ N/A | \$N/A |
| 4. Total Estimated Fair Market Value: | \$16,700.00 (rounded) | \$N/A |

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

5. Division of Interests:

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
Wesley Brooker & Julie E. Dickard	Fee Simple ROW	
	(79.60sf x \$6/sf =)	\$ 477.60
	Improvements	
	(Concrete & Sod)	\$ 1,030.10
	Temporary Construction Easement	
	(872.77sf x \$6/sf x 20% =)	\$ 1,047.32
	Cost to Cure/Value	<u>\$14,058.75</u>
Total Estimated Fair Market Value		<u>\$16,700.00</u> ®

DATE:

8/22/20

PREPARED BY:

Alvin Smith

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO ACCEPT A REAL ESTATE AGREEMENT TO DONATE RIGHT OF WAY
AND TEMPORARY CONSTRUCTION EASEMENT ON PROPERTY LOCATED IN LAND LOT 383
OF THE 6th DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of an Agreement to Donate Right of Way and Temporary Construction Easement by the City of Sandy Springs for property located at 940 Dunwoody Club Drive from Wesley Brooker and Julie E. Dickard, in Land Lot 383 of the 6th District, Fulton County, City of Sandy Springs, Georgia.

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

To facilitate the construction of the TS-169 Dunwoody Club Drive Sidewalks Project on the subject property, the City approves the acceptance of an Agreement to Donate Right of Way and Temporary Construction Easement on property located in Land Lot 383 of the 6th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 17th day of November, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: October 23, 2020 Submission for the November 17, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Acceptance of a Real Estate Agreement of a Permanent Drainage Easement on Property Located in Land Lot 66 of the 17th District, City of Sandy Springs

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate of a donated Permanent Drainage Easement on that tract of land lying and located in Land Lot 66 of the 17th District, Fulton County, Georgia. The property owners are H. David Seidel and Erica L. Peters located at 4632 Dalmer Road, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition includes a 1,387 square feet of Permanent Drainage Easement which is necessary in order to construct the Windsor Parkway Stormwater Project. The property owners have agreed to donate the permanent drainage easement and are requesting reimbursement of the cost to relocate their existing fence and irrigation improvements. The relocation of these improvements are necessary in order for the City to maintain the stormwater facility.

Discussion:

Staff was able to negotiate a reasonable compensation amount for the required land rights with the property owners. The property owners obtained a cost estimate to relocate the fence and irrigation improvements at their residence.

Financial Impact:

In order to mitigate the erosion of the existing stormwater facility, staff was able to reach a reasonable agreement with the owner. The owners provided a cost estimate to relocate their fence and irrigation improvements in the amount of \$9,735. The owners have donated the permanent drainage easement and are requesting reimbursement for the relocation costs of these improvements impacted by the project. Staff concurs this compensation amount is reasonable and recommends payment to the owners.

Alternatives:

N/A

Attachments:

1. Fulton Aerial Map wProfile - Seidel
2. Executed PDE - Seidel.4632 Dalmer
3. Executed Option Agmt - Seidel.4632 Dalmer
4. Resolution

Map interface showing a parcel highlighted in red. The map includes street names: Windsor Pkwy, Hedden St, Brookfield Dr, Dalmer Rd, and Windsor Pkwy. A toolbar at the top contains icons for zooming, panning, and other map functions. A search bar at the top right says "- enter a parcel id -".

Record Navigator

1 of 1

Return to Search Results

Actions

Buffer Search

Reports

Mailing List

Attribute Export

Residential PRC

Commercial PRC

2019 Real Estate Notice

2020 Real Estate Notice

2019 Business PP Notice

2020 Business PP Notice

Go

POWERED BY esri

Parcel

Parcel ID:	17 006600010111
Property Location:	4632 DALMER RD
Unit:	
City:	SANDY SPRINGS
Neighborhood:	17664
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	.7148
Zoning:	R4-
Location	6
Fronting:	9 - 9
Parking Type:	3-ON AND OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

Tax District	59
--------------	----

Owners

Owners:	SEIDEL H DAVID & PETERS ERICA L
---------	---------------------------------

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
SEIDEL H DAVID & PETERS ERICA L	HF01	
4632 DALMAR RD		
ATLANTA GA 30342		

Sales

Sale Date:	Sale Price:
26-JUN-15	\$865,000
27-AUG-13	\$260,000
01-JAN-88	\$39,500

Sale Details

1 of 3

Grantor:	PLATINUM ACQUISITION GROUP INC
Grantee:	SEIDEL H DAVID & PETERS ERICA L
Sales Date:	26-JUN-15
Sale Price Sale Validity:	0 : Valid Sale
Sale Source:	6 : PT61
Sales Type:	2 : LAND & BUILDING
Sale Flag:	
Deed Book:	55118
Deed Page:	0417

Deed Type: LW

Residential

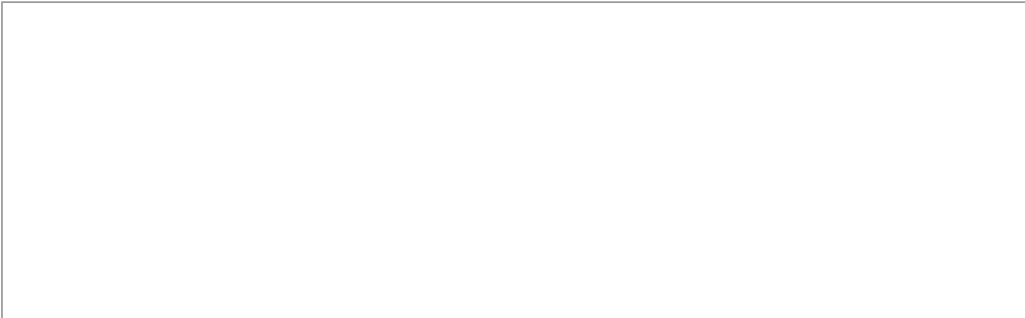
Card: 1
Stories: 2
Year Built: 2014
Effective Year Built:
Remodeled Year:
Living Area: 3,978
Total Living Area: 3,978
Total Rooms: 14
Bedrooms: 5
Family Rooms: 1
Attic: 1-NONE
Basement LA: 1092
Basement Rec Area:
Full Baths: 5
Half Baths: 1
Additional Fixtures: 12
Total Fixtures: 29
Pre Fab Fireplace: 2
Masonry Fireplaces:
Grade: A+
CDU: VG
% Complete

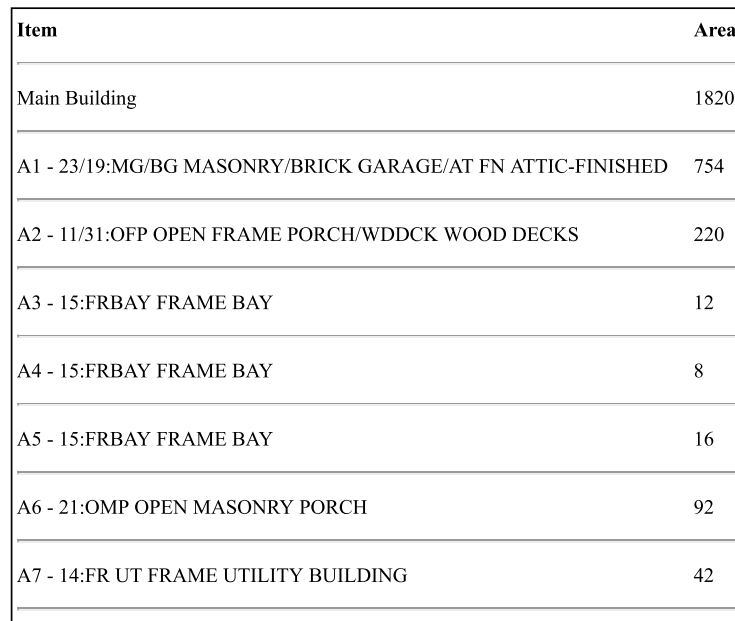
Additions

Addition Number:	Description:	Area
0	---	1,820
1	-MG/BG MASONRY/BRICK GARAGE-AT FN ATTIC-FINISHED-	754
2	OFP OPEN FRAME PORCH-WDDCK WOOD DECKS--	220
3	-FRBAY FRAME BAY--	12
4	-FRBAY FRAME BAY--	8
5	-FRBAY FRAME BAY--	16
6	-OMP OPEN MASONRY PORCH--	92
7	-FR UT FRAME UTILITY BUILDING--	42

Land

Line Number: 1
Land Type: S - SQUARE FOOT
Land Code: 1
Square Feet: 31,136
Acres: .7148





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

Cross reference:
Deed Book 55118 Page 417
Parcel No: 17 0066-0001-011-1

PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA

FULTON COUNTY

THIS AGREEMENT is entered into the 28th day of October 2020, between H. DAVID SEIDEL & ERICA L. PETERS herein referred to as the "Grantor", and the CITY OF SANDY SPRINGS, GEORGIA, hereinafter called the "Grantee".

THAT WHEREAS, Grantee is desirous of obtaining **1,387 square foot Permanent Drainage Easement** upon and across the property of Grantor, located in Land Lot 66 of Land District 17 of Fulton County, GA, as is more particularly described in Exhibits "A" AND "B" attached hereto and incorporated herein by reference, and:

WHEREAS, Grantor desires to convey said Permanent Drainage Easement and any and all improvements located within said permanent drainage easement in and to the said described property as is further shown on the drawing attached as Exhibits "A" and "B", incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing recitals and ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell and convey to the Grantee, a Permanent Drainage Easement as described on and illustrated on Exhibits "A" and "B", attached hereto and incorporated herein by reference.

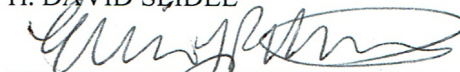
The Permanent Drainage Easement herein shall bind the heirs and assigns of the undersigned party, and shall inure to the benefit of the successors in title of Grantee.

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

GRANTOR:



H. DAVID SEIDEL



ERICA L. PETERS


Notary Public
My commission expires 09-13-2021
(seal)



Witness

LAND DESCRIPTION
DAVID H SEIDEL & ERICA L PETERS
PIN: 17 006600010111
PERMANENT STORMWATER EASEMENT
EXHIBIT A

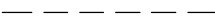
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 066, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

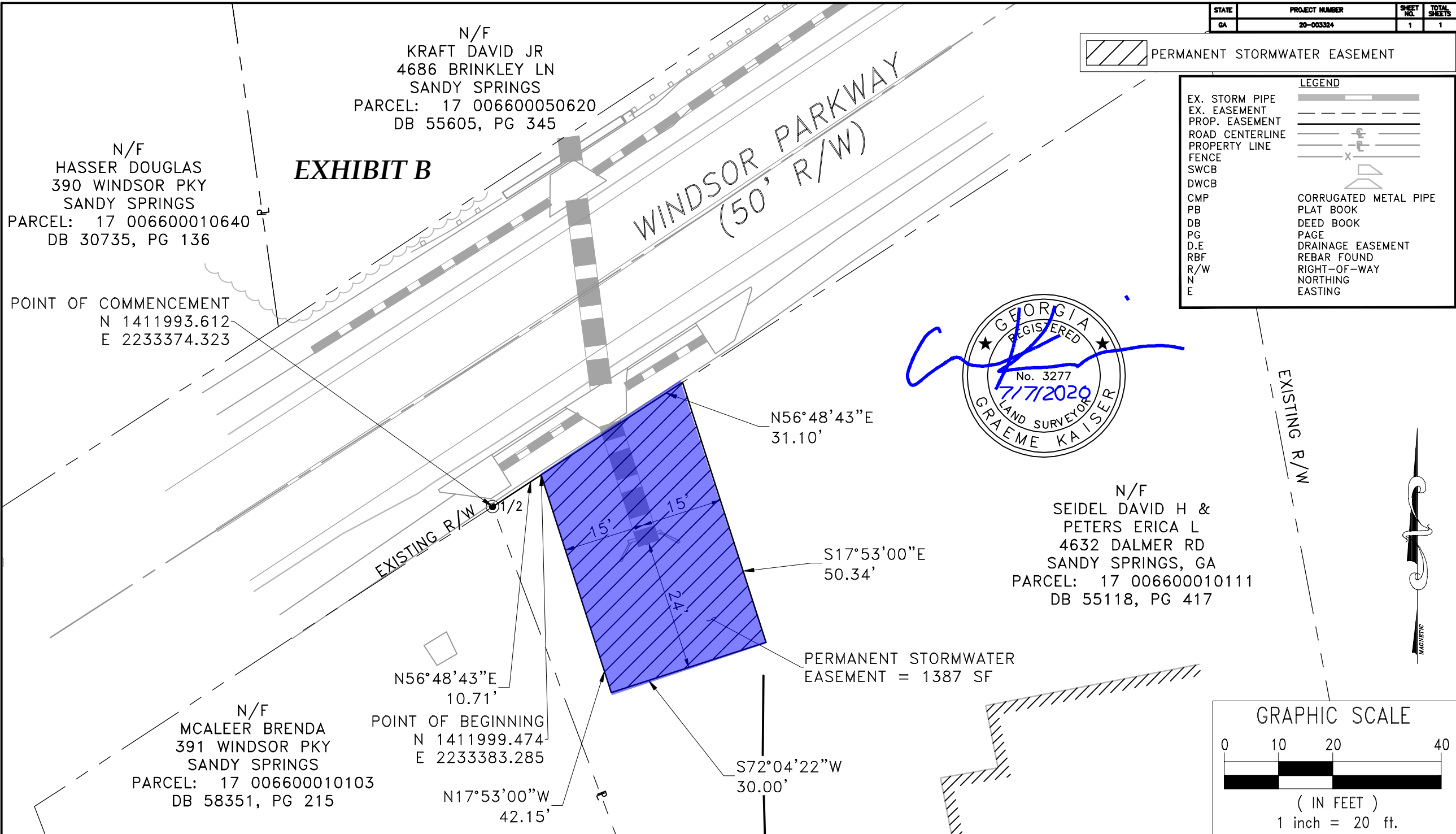
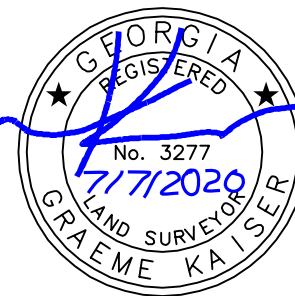
COMMENCING AT THE REBAR FOUND AT THE PROPERTY CORNER AT NORTHING 1411993.612, EASTING 2233374.323 KNOWN AS THE **POINT OF COMMENCEMENT**, THENCE NORTH 56°48'43" EAST FOR A DISTANCE OF 10.71 FEET TO A POINT ON THE EXISTING RIGHT OF WAY OF WINDSOR PARKWAY BEING SHOWN AS THE **POINT OF BEGINNING**.

THENCE LEAVING SAID POINT OF BEGINNING ALONG SAID RIGHT OF WAY NORTH 56°48'43" EAST FOR A DISTANCE OF 31.10 FEET TO A POINT ALONG SAID RIGHT OF WAY, THENCE LEAVING SAID RIGHT OF WAY SOUTH 17°53'00" EAST FOR A DISTANCE OF 50.34 FEET TO A POINT, THENCE SOUTH 72°04'22" WEST FOR A DISTANCE OF 30.00 FEET TO A POINT, THENCE NORTH 17°53'00" WEST FOR A DISTANCE OF 42.15 FEET TO A POINT ALONG SAID RIGHT OF WAY BEING THE **POINT OF BEGINNING**.

SAID PERMANENT STORMWATER EASEMENT HAVING AN AREA OF 1387 SQUARE FEET.


 PERMANENT STORMWATER EASEMENT

LEGEND	
EX. STORM PIPE	
EX. EASEMENT	
PROP. EASEMENT	
ROAD CENTERLINE	
PROPERTY LINE	
FENCE	
SWCB	
DWCB	
CMP	CORRUGATED METAL PIPE
PB	PLAT BOOK
DB	DEED BOOK
PG	PAGE
D.E	DRAINAGE EASEMENT
RBF	REBAR FOUND
R/W	RIGHT-OF-WAY
N	NORTHING
E	EASTING





SANDY SPRINGS

GEORGIA

SALE AND PURCHASE AGREEMENT

PROJECT: Windsor Pkwy Stormwater/Roadway Maintenance
 OWNER: H. David Seidel & Erica L. Peters
 ADDRESS: 4632 Dalmer Road

PROJECT: Windsor Pkwy
 PARCEL #: N/A
 TAX ID: 17-0066-0001-011-1

STATE OF GEORGIA
 COUNTY OF FULTON

For and in consideration of the sum of **NINE THOUSAND SEVEN HUNDRED THIRTY FIVE 00/100 DOLLARS (\$9,735.00)**, the undersigned agrees to execute and deliver to the City of Sandy Springs, Georgia temporary and/or permanent easements to the following described real estate:

Easement rights upon and through that tract or parcel of land located in Land Lot 66 of the 17TH District, of Fulton County, Georgia, and being more particularly described on Exhibits "A" and "B" attached hereto and made a part hereof by reference.

The consideration recited is full payment for the rights conveyed as follows:

\$N/A		Square Feet of Fee Simple Right of Way
Donation	1,387	Square Feet of Permanent Construction and Maintenance Easement
N/A		Square Feet of Temporary Construction Easement
\$9,735.00		Cost to cure includes: Fence w/ 2 Pillars relocation (see attached)
\$N/A		Consequential damages for impacts to:
\$N/A		Other:

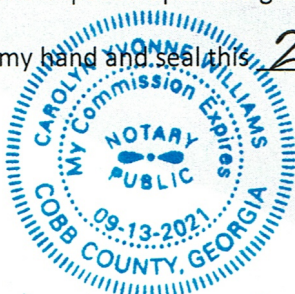
The undersigned shall obtain all quit claim deeds or releases from any tenant and other parties now in possession and having a claim or interest in the property described above.

Any and all applicable Temporary Easements will terminate upon completion and acceptance of the Project by the City.

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

☒ If checked Special Provisions listed on Exhibit "C" attached hereto and incorporated herein by reference shall be additional conditions imposed upon the grant of this Agreement.

WITNESS my hand and seal this 28th day of October, 2020.



OWNER:

H. David Seidel

H. DAVID SEIDEL

Erica L. Peters

ERICA L. PETERS

CITY OF SANDY SPRINGS, GEORGIA:

By: Carolyn Yvonne Williams
 Name: Carolyn Yvonne Williams
 Title: Notary

LAND DESCRIPTION
DAVID H SEIDEL & ERICA L PETERS
PIN: 17 006600010111
PERMANENT STORMWATER EASEMENT
EXHIBIT A

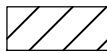
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 066, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

COMMENCING AT THE REBAR FOUND AT THE PROPERTY CORNER AT NORTHING 1411993.612, EASTING 2233374.323 KNOWN AS THE **POINT OF COMMENCEMENT**, THENCE NORTH 56°48'43" EAST FOR A DISTANCE OF 10.71 FEET TO A POINT ON THE EXISTING RIGHT OF WAY OF WINDSOR PARKWAY BEING SHOWN AS THE **POINT OF BEGINNING**.

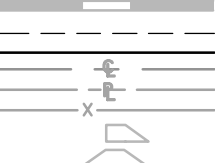
THENCE LEAVING SAID POINT OF BEGINNING ALONG SAID RIGHT OF WAY NORTH 56°48'43" EAST FOR A DISTANCE OF 31.10 FEET TO A POINT ALONG SAID RIGHT OF WAY, THENCE LEAVING SAID RIGHT OF WAY SOUTH 17°53'00" EAST FOR A DISTANCE OF 50.34 FEET TO A POINT, THENCE SOUTH 72°04'22" WEST FOR A DISTANCE OF 30.00 FEET TO A POINT, THENCE NORTH 17°53'00" WEST FOR A DISTANCE OF 42.15 FEET TO A POINT ALONG SAID RIGHT OF WAY BEING THE **POINT OF BEGINNING**.

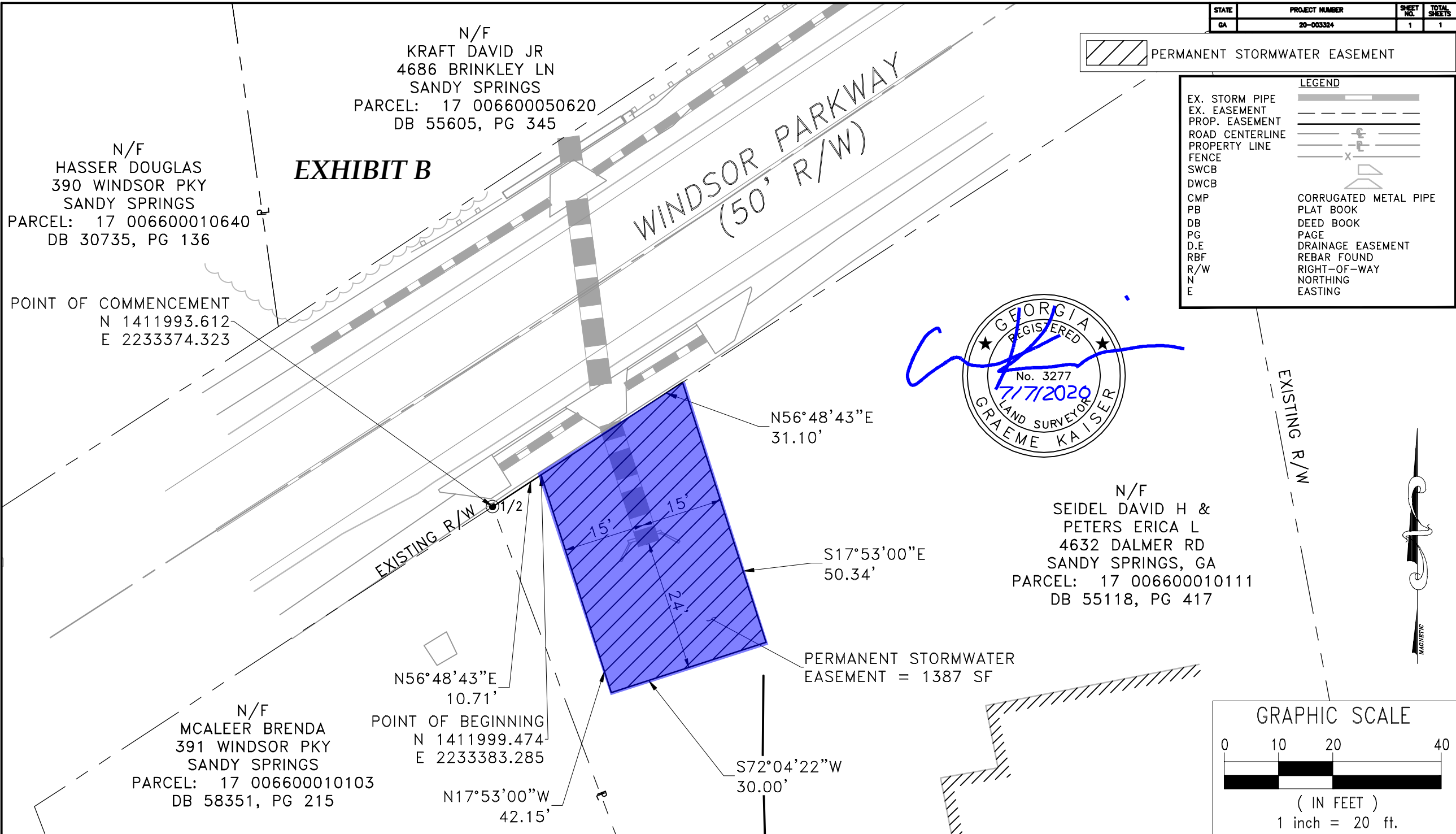
SAID PERMANENT STORMWATER EASEMENT HAVING AN AREA OF 1387 SQUARE FEET.

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	20-003324	1	1


PERMANENT STORMWATER EASEMENT

LEGEND
EX. STORM PIPE
EX. EASEMENT
PROP. EASEMENT
ROAD CENTERLINE
PROPERTY LINE
FENCE
SWCB
DWCB
CMP
PB
DB
PG
D.E
RBF
R/W
N
E


CORRUGATED METAL PIPE
PLAT BOOK
DEED BOOK
PAGE
DRAINAGE EASEMENT
REBAR FOUND
RIGHT-OF-WAY
NORTHING
EASTING



DATE	REVISIONS	DATE	REVISIONS	CITY OF SANDY SPRINGS PUBLIC WORKS	COLUMBIA ENGINEERING	4632 DALMER ROAD EASEMENT EXHIBIT EXHIBIT B	DESIGNED BY SAG	CES JOB NO. 242304	DRAWING NUMBER
				1 GALAMBOS WAY SANDY SPRINGS, GA 30328	2882 BUFORD HIGHWAY SUITE 200 DULUTH, GA 30096 (770) 925-0367		DRAWN BY SAG	DATE 06/24/2020	EE-01
							CHECKED BY RWS	SCALE AS NOTED	

EXHIBIT “C”

The cost to cure includes relocation of 2 masonry pillars and irrigation lines based on the quote provided by property owner and Summit Fence on August 11, 2020.

Summit Fence

Billing Address:

4200 Arrington Road
Acworth, GA. 30102

Shop Address:

5522 Glade Road
Acworth, GA. 30102

OFFICE: (770) 334-6964

FAX: (678) 262-3668

leetuck@bellsouth.net

PROPOSAL

Date: 8-11-2020

CUSTOMER:

David Seidel C- 404-435-8787, seidelhd1223@yahoo.com
4632 Dalmer Road NE
Sandy Springs 30342

JOB: Remove existing aluminum fencing, Remove two brick columns and footers, rebuild two new brick columns with footers, re-install aluminum fencing in new locations.

Phase 1 – remove existing fencing and store on property for later re-install

Phase 1 total: \$980.00

Phase 2 – Remove 2 columns and footers and re-build two new columns and footers in new location outside new easement.

Phase 2 total: \$5,400.00

Phase 3 – Re-install fencing in new locations outside new easement.

Phase 3 total: \$1,465.00

Irrigation system: The irrigation system is going to have to be repositioned, a portion of main line and the heads along this section of yard. Irrigation system repair: \$1,890.00

Complete Total: \$9,735.00

Lee Tuck

Cell -770-876-9171

Exclusions: Braking any underground pipes when installing fencing, i.e. sprinkler lines, water lines, power lines, phone cables, etc., grounding of fencing, permitting of fencing (Summit Fence will not be responsible for getting any permits or having knowledge of necessity of permits), Finding property pins or knowing where property lines are unless specifically stated on agreement.

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A REAL ESTATE AGREEMENT AND A
PERMANENT DRAINAGE EASEMENT ON PROPERTY LOCATED IN LAND
LOT 66 OF THE 17th DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of a Real Estate Agreement for the acquisition of a Permanent Drainage Easement by the City of Sandy Springs for property located at 4632 Dalmer Road owned by H. David Seidel and Erica L. Peters in Land Lot 66 of the 17th District, Fulton County, City of Sandy Springs, Georgia

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

To facilitate the construction of the Windsor Parkway Stormwater Project, the City approves the acceptance of the Real Estate Agreement acquiring a Permanent Drainage Easement on property located in Land Lot 66 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 17th day of November, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: November 5, 2020 Submission for the November 17, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve Project Specific Agreements with the PATH Foundation for Design and Engineering Services for Trail Master Plan Segment 2A

Recommendation:

Staff recommends approval of Project Specific Agreements with the PATH Foundation for design and engineering services for Segment 2A of the Trail Master Plan.

Background:

The Sandy Springs Trail Master Plan was approved on October 15, 2019. On February 4, 2020, the PATH Foundation was awarded a Master Agreement for trail design and construction management. Subsequently, staff has worked with the Sandy Springs Conservancy to identify the most strategic and feasible sections of the Trail Master Plan as referenced in the Plan's Implementation Schedule.

Consistent with the 10-year Implementation Strategy, staff recommends that Segment 2A work begin to create a five-mile loop trail. This section will begin at Overlook Park, following along Morgan Falls Road as a greenway trail to the Chattahoochee River, crossing through Georgia Power Company and Fulton County property, heading eastward through Bridge Properties' parcel, connecting around Orkin Lake and along Cimarron Parkway, and terminating at Roswell Road. This Trail segment will be approximately 1.9 miles in length.

Discussion:

Approval is requested for two Project Specific Agreements because Segment 2A has been divided into two portions due to differing ownership and permitting requirements. Both portions will begin simultaneously but will follow different timelines. PATH Foundation's Scope of Services for Segment 2A includes:

1. Design Development
2. Construction Documents
3. Bid Assistance

4. Contract Administration/ Construction Management

Total fees for design, engineering and construction management services for both portions of Segment 2A are \$234,730.

Property acquisition is not included in preliminary cost estimates. PATH Foundation will provide contract administration and construction management services at no cost to the City, valued at \$378,570. The estimated construction cost for Segment 2A is \$6,309,500. Funding has not yet been identified for construction.

Financial Impact:

There are adequate budgeted funds available for described design services in Project P0028.

Alternatives:

Mayor and Council may choose not to approve the Project Specific Agreements.

Attachments:

1. PATH Agreement 2A GeorgiaPower
2. PATH Agreement 2A Edgewater
3. Resolution

**PROJECT AGREEMENT
BY AND BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA, AND
THE PATH FOUNDATION, INC., FOR TRAIL DESIGN AND CONSTRUCTION MANAGEMENT**

PROJECT: MORGAN FALLS CONNECTOR PHASE 2A – GEORGIA POWER

THIS PROJECT AGREEMENT ("PSA") is made and entered into this _____ day of _____, 20__, by and between the **CITY OF SANDY SPRINGS, GEORGIA** ("City") and **PATH FOUNDATION, INC.** ("PATH").

WITNESSETH:

WHEREAS, the City entered into a Master Agreement with PATH (as at any time modified or amended, the "Master Agreement") to establish the framework within which the City and PATH will proceed to implement specific projects related to the design and management of a greenway trail network within the City; and

WHEREAS, the Master Agreement provides that the parties will work together to determine the terms and conditions for specific projects for the greenway trail network, each to be memorialized in a project agreement (each a "Project Agreement"); and

WHEREAS, the parties have identified the project described in Exhibit A attached hereto ("Project") as a specific project under the Master Agreement and desire to enter into this Agreement to set forth the terms and conditions to govern the Project;

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally found hereby, agree as follows:

1.

DEFINITIONS; PROJECT DESCRIPTION

Terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement. The Project and scope of work are described in Exhibit A attached hereto.

3.

TERM; TERMINATION

This Agreement shall commence on the date hereof and shall continue in effect for a term that ends on the earlier to occur of ~~December 31, 2022~~ June 30, 2021 (unless otherwise extended by mutual written agreement of the parties) or the date on which the Project covered by this Agreement has been completed and all obligations of the parties hereunder have been discharged. Subject to any local, state or federal law that may limit its term, this Agreement shall automatically renew upon the same terms and conditions as set forth in this Agreement for four (4) one-year terms unless earlier terminated as provided herein.

Notwithstanding the foregoing, this Agreement shall terminate upon expiration of the term of the Master Agreement (or its earlier termination in accordance with its terms), unless otherwise agreed by the parties in writing.

4.
BUDGET; PAYMENT TERMS

The proposed preliminary budget and sources of funding for the design and management of the Project are described in Exhibit B attached hereto. Payment terms for the Project are as described in Exhibit C attached hereto.

5.
DOCUMENTATION AND RECORDS

A. Documentation. PATH will send documentation of the status of the Project in the form and frequency requested by the City Representative. Such documentation shall indicate the progress of specific activities on the Project schedule.

B. Records/Audit. PATH will maintain records and accounts in connection with the performance of this Agreement for a period of three (3) years from the date of completion of the Project. The City Representative shall have the right to examine and copy the records and accounts at all reasonable times, with reasonable advance notification. The City reserves the right to audit such records and accounts at any time during the period commencing on the date of this Agreement and ending 365 days after completion of the Project.

6.
PROJECT SCHEDULE

The preliminary schedule for the Project is described in Exhibit D attached hereto. As adjustments in the Project schedule become necessary, the City and PATH shall cooperate in developing a revision to the Project schedule and amending this Agreement.

7.
SUCCESSORS/ASSIGNS; NO ASSIGNMENT/DELEGATION; NO PERSONAL LIABILITY

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that no party shall be authorized to delegate performance of any of its duties hereunder to any other person or entity, nor shall either party assign any of its rights or remedies under this Agreement to any person or entity, which restriction on assignments and delegations shall apply to those occurring by operation of law, as well as by contract, merger, or consolidation. Any assignment or delegation in breach of this Agreement shall be void. Nothing herein shall be construed as creating any personal liability on the part of any elected officials, officers, directors, employees, or agents of the City or PATH, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

8.
GOVERNING LAW/VENUE

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in City of Sandy Springs, Georgia. For the purpose of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia.

9.
AMENDMENTS; NOTICES

This Agreement may be modified or amended by the parties in writing. Written notice by one party to the other shall be sent as provided in the Master Agreement.

10.
ENTIRE AGREEMENT

This Agreement and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof, and no representation (oral or written) not incorporated herein or therein shall be binding on the parties.

11.
SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

12.
TIME OF ESSENCE

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts (each to be considered as an original but all taken together to constitute one and the same agreement) by their authorized representative, on the day and year first written.

PATH FOUNDATION, INC.

(SEAL)

By: _____
Signature

Printed Name

Title

Date: _____

ATTEST:

Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

Date: _____

ATTEST:

City Clerk

(SEAL)

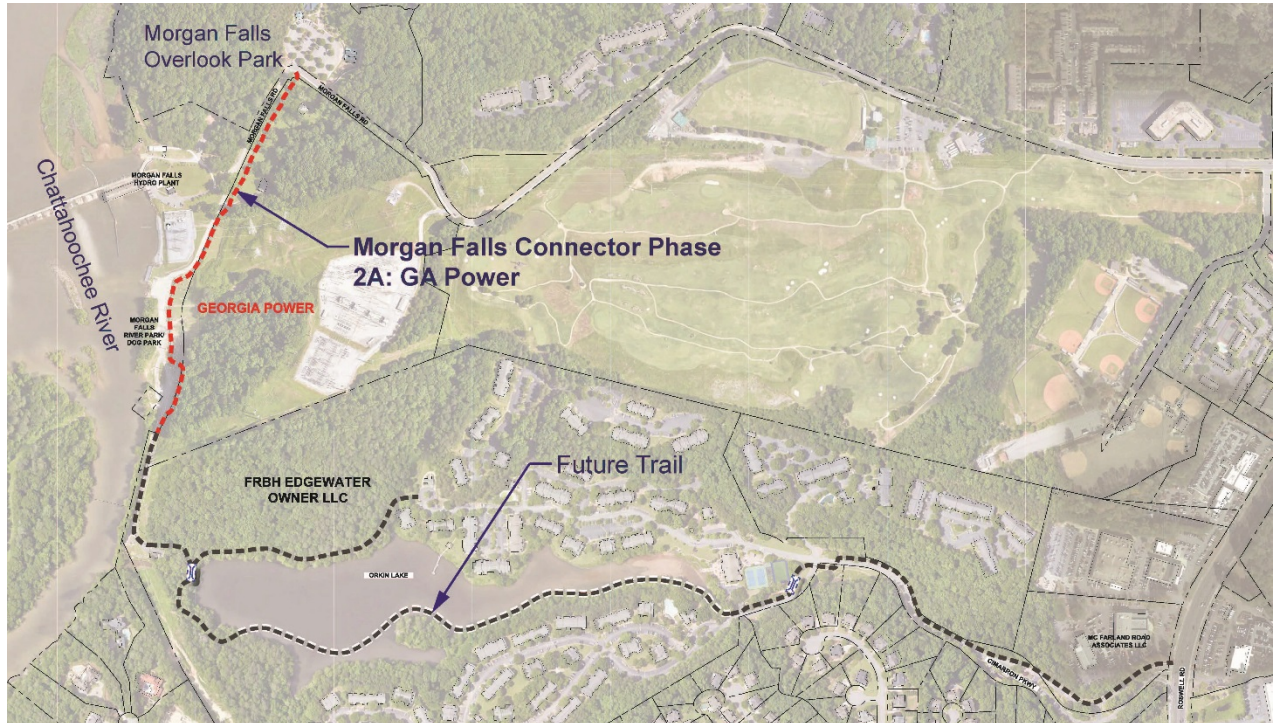
Approved as to form:

City Attorney

EXHIBIT A

PROJECT DESCRIPTION/SCOPE OF WORK

The PATH Design Team will provide full professional services for surveying, landscape architecture, engineering, permitting, contract administration, and construction management for the 0.4 mile, twelve foot wide, concrete multi-use trail connecting Morgan Falls Overlook Park, following along Morgan Falls Rd as a greenway trail through Georgia Power property, past the Chattahoochee River boat launch to the existing Fulton County access drive and terminating at the existing access drive gate entrance.



TASK I – Design Development:

Utilizing the field run survey provide under a separate purchase order, the PATH Team will produce the preliminary alignment and grading design. The PATH Team will create design development drawings including any structural elements, road crossings, spur connection opportunities, and amenity spaces. The PATH'S design team will work directly with the director of City Parks and City Staff to outline design standards for final approval for the above listed features. The City of Sandy Springs shall provide design standards and specifications for trail branding and signage ~~prior to 90% design review~~.

Additional concept graphics will be created for the PATH Team to use with property owners (if necessary). In addition to the specific services detailed within this proposal, PATH will coordinate the work with the PATH Design Team, monitor project schedule, and provide timely reporting of the project. During Design Development, the PATH Team will conduct a public workshop upon the request of the City of Sandy Springs. The City shall assist with scheduling the meeting, circulation notices/advertisement, and providing a facility to accommodate the meeting.

PATH shall prepare 30% Design Development Documents as described below:

- 30% Alignment Construction Plans
- 30% Construction Details
- Conceptual Design Plan View and Section Graphics
- Concept plan graphics and vision before/after graphics (as needed for easement negotiating)

The 30% level design development documents will be coordinated with the City for review, comment, and to assist in facilitating easement agreements with all property owners. PATH will assist the City of Sandy Springs as needed with property owner meetings to help facilitate easement agreements.

Task/Meeting:

- City Design Review Meeting
- PATH/City PM Team Meeting – unlimited number of electronic messaging (i.e. web conference/ conference call)

Task II - 60% Design for Construction

During *Task II -60% Design for Construction*, the PATH Design Team will conduct on-going coordination with the City and submit progress reports as requested. Each report will include task accomplishments, status of deliverables, and expected upcoming activities. The PATH Design Team will participate in continued bi-monthly project implementation meetings as requested to ensure clear and timely communication and to discuss key issues or opportunities that arise.

Based on the marked alignment and survey data, the PATH Design Team shall prepare 60% Design Development documents as described below:

- Project Cover Sheet / Index/ General notes
- 60% Construction Plans (Layout, Preliminary Grading, Limits of Construction)
- 60% Construction Details
- Location and length of proposed structural elements for the PATH Design Team coordination with Structural Engineer

The 60% level construction documents will be submitted to the City of Sandy Springs for review and comment. The PATH Design Team will use the documents to finalize any needed right-of-way required and obtain approval from stakeholders and evaluate construction costs. Plats and legal documents are not included within this scope of work.

Task/Meeting:

- Design Review Meeting
- Public Coordination (as needed, virtual and/or in person to be determined)
- Design team site walk of project with 60% level design to field verify
- Monthly progress reports (as requested)
- Bi-Monthly project conference calls (as requested)
- Consultant/Client Team Meeting – unlimited number of electronic messaging (i.e. web conference/ conference call)
- 60% Construction Documents completion for PATH'S coordination with all stakeholders to ensure approval of all design elements

- Preliminary discussion with Georgia EPD, ARC, and GA Power (as needed)

TASK III – 100% Construction Documents:

Based on the review/comment and approval of the 60% Construction Documents, PATH agrees to prepare permit ready 100% Construction Documents for the project. The documents will further refine and articulate the project elements established in the 60% Construction Document phase. The documents will be suitable for bidding and construction of the design elements of the project as detailed in this scope of services.

The PATH Design Team will be responsible to coordinate directly with the Structural Engineer once all parties are in agreement with the location and length of the proposed structures.

Based on the approved 100% Construction Documents, the PATH Design Team shall prepare 100% Construction Documents as described below:

- Project Cover Sheet/ Index/ General Notes
- Existing Conditions, including at minimum, topography, existing utilities and easements, FEMA Flood Information, and zoning information.
- Tree Removal and Protection Plan, including at minimum, required calculations, restoration planting plan for required canopy, and compensation.
- Construction Plans (Layout and Grading)
- Stormwater Pipe Design, and Profiles, and required easements
- Engineered Structural Design and Details for all retaining walls, waterway crossings, raised boardwalks, etc.
- Revegetation Plans – prepared by a professional with knowledge of riparian restoration, including streambank revegetation within the 25' stream buffer
- Signing and Marking Plans
- Trail network mapping
- Construction details for all trail related work within the scope of the project
- Phased Erosion, Sedimentation and Pollution Control Plans with a NPDES Comprehensive Monitoring Program (CMP)
- 100% Cost Estimate

Task/Meeting:

- Design Review Meeting
- PATH/City Team Meeting – unlimited number of electronic messaging (i.e. web conference/ conference call)
- Coordination with Property Owners (as needed)
- The PATH Design Team will coordinate with the City on signage locations and content.
- Submittal to Georgia Power for an approved encroachment permit and to ARC for MRPA approval.

TASK IV – Permit Coordination:

As a part of the design for construction process, the PATH will complete and submit applications necessary for the project to be approved by the City, EPD, FERC and any other public agencies having jurisdiction with the exception of FEMA and USACOE.

This process is a negotiation with the agencies to assure the City that the permitted set of drawings is constructible, value engineered, and not burdened with unnecessary comments and expense from the permitting authorities.

Task/Meeting:

- PATH shall coordinate a design team meeting to verify and review comments from the City and public agencies having jurisdiction of the project and ensure comments are addressed and incorporated into the Issue for Bid Construction Document submittal.
- PATH shall revise the 100% Issue for Permit documents as per review comments to finalize all permitting required for the project.

TASK V – Bid Assistance:

PATH will assist the City of Sandy Springs with the bidding process, providing a bid item list, description of the scope of work for the City's advertisement purposes, attending one (1) pre-bid meeting, responding to RFIs during the bidding process, and preparing addenda as appropriate. PATH will assist the City in evaluating the contractor's submitted bidding documents and will provide a recommendation to the City for their consideration.

TASK VI – Contract Administration:

PATH will oversee the contracting for the construction of the project. Tasks will include packaging the construction documents, a bid item list, respond of any contractor questions, and creating the final contract for construction. PATH will provide full contract administration during the construction of the project.

TASK VII – Construction Management:

The PATH Foundation will provide construction management services for the City of Sandy Springs through assigning a PATH Construction Manager (PATH CM) to the project to work alongside City Staff. These services will bring PATH's knowledge and expertise of building trails throughout the southeast to the project. The PATH CM will provide hands-on assistance to manage the project schedule, cost and quality. The goals of the PATH CM will be to reduce overall project costs, assist with contract negotiations, reduce change orders, and eliminate unnecessary scope and costs. The industry standard value for construction management services is 6% of the construction cost but is provided with no cost to the City of Sandy Springs within this scope of services.

EXHIBIT B
BUDGET

Proposed budget and sources of funding for the design and management of construction of greenway trail from Morgan Falls Overlook Park along Morgan Falls Road through the Georgia Power property to the Fulton County Maintenance Road known as Morgan Falls Connector Phase 2A - Georgia Power.

Budget	<u>Estimated</u> Cost
Acquisition	\$ TBD
Preliminary Design	\$ 91,730
Construction Management	\$ 34,770*
Construction	\$ 579,500
Total <u>Preliminary</u> Budget for Project:	\$ 706,000

*PATH will provide construction management services at no cost to the City (valued at 6% of construction costs).

EXHIBIT C
PAYMENT TERMS

PATH has agreed to construction management services, as described in Exhibit A, at no cost to the City; provided however, PATH shall be entitled to reimbursement for out-of-pocket costs expended for this Project that have been pre-approved by the City, as may be invoiced in accordance with the provisions of Article III of the Master Agreement.

EXHIBIT D
PROJECT SCHEDULE*

TASK/SERVICE	MONTH/YEAR
30% Design Review	January 2021
60% Design Review	March 2021
100% Design Review	April 2021
Encroachment Agreements	May 2021
100% Issue for Permit	May 2021
Finalize Permitting	December 2021
Advertise for Bid	January 2022
Contract Award	February 2022
Start Construction	March 2022
Substantial Completion	October 2022

*This indicates a general outline of the Project schedule and is subject to change by the parties.

**PROJECT AGREEMENT
BY AND BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA, AND
THE PATH FOUNDATION, INC., FOR TRAIL DESIGN AND CONSTRUCTION MANAGEMENT**

PROJECT: MORGAN FALLS CONNECTOR PHASE 2A - EDGEWATER APARTMENTS

THIS PROJECT AGREEMENT ("PSA") is made and entered into this _____ day of _____, 20__, by and between the **CITY OF SANDY SPRINGS, GEORGIA** ("City") and **PATH FOUNDATION, INC.** ("PATH").

WITNESSETH:

WHEREAS, the City entered into a Master Agreement with PATH (as at any time modified or amended, the "Master Agreement") to establish the framework within which the City and PATH will proceed to implement specific projects related to the design and management of a greenway trail network within the City; and

WHEREAS, the Master Agreement provides that the parties will work together to determine the terms and conditions for specific projects for the greenway trail network, each to be memorialized in a project agreement (each a "Project Agreement"); and

WHEREAS, the parties have identified the project described in Exhibit A attached hereto ("Project") as a specific project under the Master Agreement and desire to enter into this Agreement to set forth the terms and conditions to govern the Project;

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally found hereby, agree as follows:

1.

DEFINITIONS; PROJECT DESCRIPTION

Terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement. The Project and scope of work are described in Exhibit A attached hereto.

3.

TERM; TERMINATION

This Agreement shall commence on the date hereof and shall continue in effect for a term that ends on the earlier to occur of ~~December 31, 2022~~ June 30, 2021 (unless otherwise extended by mutual written agreement of the parties) or the date on which the Project covered by this Agreement has been completed and all obligations of the parties hereunder have been discharged. Subject to any local, state or federal law that may limit its term, this Agreement shall automatically renew upon the same terms and conditions as set forth in this Agreement for four (4) one-year terms unless earlier terminated as provided herein.

Notwithstanding the foregoing, this Agreement shall terminate upon expiration of the term of the Master Agreement (or its earlier termination in accordance with its terms), unless otherwise agreed by the parties in writing.

4.
BUDGET; PAYMENT TERMS

The proposed preliminary budget and sources of funding for the design and management of the Project are described in Exhibit B attached hereto. Payment terms for the Project are as described in Exhibit C attached hereto.

5.
DOCUMENTATION AND RECORDS

A. Documentation. PATH will send documentation of the status of the Project in the form and frequency requested by the City Representative. Such documentation shall indicate the progress of specific activities on the Project schedule.

B. Records/Audit. PATH will maintain records and accounts in connection with the performance of this Agreement for a period of three (3) years from the date of completion of the Project. The City Representative shall have the right to examine and copy the records and accounts at all reasonable times, with reasonable advance notification. The City reserves the right to audit such records and accounts at any time during the period commencing on the date of this Agreement and ending 365 days after completion of the Project.

6.
PROJECT SCHEDULE

The preliminary schedule for the Project is described in Exhibit D attached hereto. As adjustments in the Project schedule become necessary, the City and PATH shall cooperate in developing a revision to the Project schedule and amending this Agreement.

7.
SUCCESSORS/ASSIGNS; NO ASSIGNMENT/DELEGATION; NO PERSONAL LIABILITY

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that no party shall be authorized to delegate performance of any of its duties hereunder to any other person or entity, nor shall either party assign any of its rights or remedies under this Agreement to any person or entity, which restriction on assignments and delegations shall apply to those occurring by operation of law, as well as by contract, merger, or consolidation. Any assignment or delegation in breach of this Agreement shall be void. Nothing herein shall be construed as creating any personal liability on the part of any elected officials, officers, directors, employees, or agents of the City or PATH, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

8.
GOVERNING LAW/VENUE

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in City of Sandy Springs, Georgia. For the purpose of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia.

9.
AMENDMENTS; NOTICES

This Agreement may be modified or amended by the parties in writing. Written notice by one party to the other shall be sent as provided in the Master Agreement.

10.
ENTIRE AGREEMENT

This Agreement and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof, and no representation (oral or written) not incorporated herein or therein shall be binding on the parties.

11.
SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

12.
TIME OF ESSENCE

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts (each to be considered as an original but all taken together to constitute one and the same agreement) by their authorized representative, on the day and year first written.

PATH FOUNDATION, INC.

(SEAL)

By: _____
Signature

Printed Name

Title

Date: _____

ATTEST:

Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

Date: _____

ATTEST:

City Clerk

(SEAL)

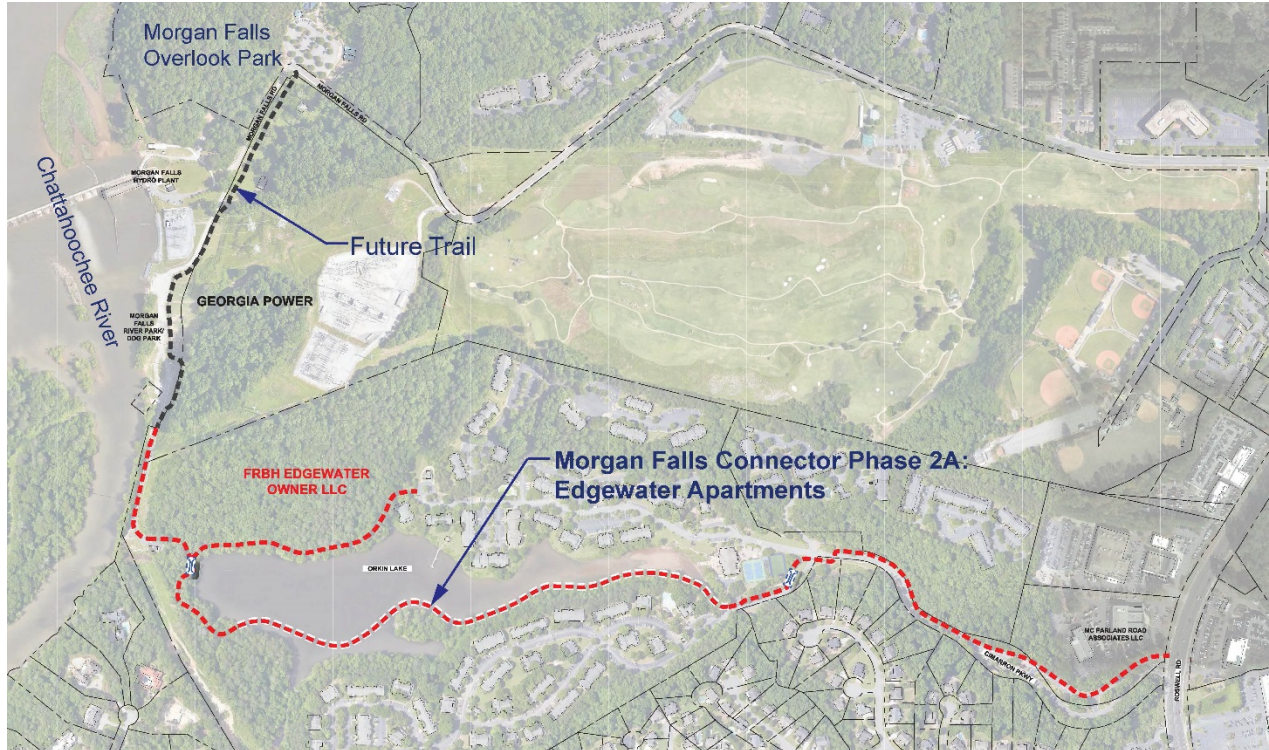
Approved as to form:

City Attorney

EXHIBIT A

PROJECT DESCRIPTION/SCOPE OF WORK

The PATH Design Team will provide full professional services for landscape architecture, engineering, permitting, contract administration, and construction management for the 1.5 mile, twelve foot wide, concrete & boardwalk multi-use trail & neighborhood greenway beginning at the existing Fulton County access drive gate, aligning through the Bridge Properties' parcel, connecting around Orkin Lake and along Cimarron Pkwy and terminating at Roswell Road.



TASK I – Design Development:

Utilizing the field run survey provide under a separate purchase order, the PATH Team will produce the preliminary alignment and grading design. The PATH Team will create design development drawings including any structural elements, road crossings, spur connection opportunities, and amenity spaces. The PATH'S design team will work directly with the director of City Parks and City Staff to outline design standards for final approval for the above listed features. The City of Sandy Springs shall provide design standards and specifications for trail branding and signage ~~prior to 90% design review~~.

Additional concept graphics will be created for the PATH Team to use with property owners (if necessary). In addition to the specific services detailed within this proposal, PATH will coordinate the work with the PATH Design Team, monitor project schedule, and provide timely reporting of the project. During Design Development, the PATH Team will conduct a public workshop upon the request of the City of Sandy Springs. The City shall assist with scheduling the meeting, circulation notices/advertisement, and providing a facility to accommodate the meeting.

PATH shall prepare 30% Design Development Documents as described below:

- 30% Alignment Construction Plans
- 30% Construction Details
- Conceptual Design Plan View and Section Graphics
- Concept plan graphics and vision before/after graphics (as needed for easement negotiating)

The 30% level design development documents will be coordinated with the City for review, comment, and to assist in facilitating easement agreements with all property owners. PATH will assist the City of Sandy Springs as needed with property owner meetings to help facilitate easement agreements.

Task/Meeting:

- City Design Review Meeting
- PATH/City PM Team Meeting – unlimited number of electronic messaging (i.e. web conference/ conference call)

Task II - 60% Design for Construction

During *Task II -60% Design for Construction*, the PATH Design Team will conduct on-going coordination with the City and submit progress reports as requested. Each report will include task accomplishments, status of deliverables, and expected upcoming activities. The PATH Design Team will participate in continued bi-monthly project implementation meetings as requested to ensure clear and timely communication and to discuss key issues or opportunities that arise.

Based on the marked alignment and survey data, the PATH Design Team shall prepare 60% Design Development documents as described below:

- Project Cover Sheet / Index/ General notes
- 60% Construction Plans (Layout, Preliminary Grading, Limits of Construction)
- 60% Construction Details
- Location and length of proposed structural elements for the PATH Design Team coordination with Structural Engineer

The 60% level construction documents will be submitted to the City of Sandy Springs for review and comment. The PATH Design Team will use the documents to finalize any needed right-of-way required and obtain approval from stakeholders, clarify lengths of structures, and evaluate construction costs. Plats and legal documents are not included within this scope of work.

All encroachments within the State 25' Stream Buffer will be determined within 60% construction documents to prepare all environmental permit applications. Any impact within the State 25' Stream Buffer will be mitigated with invasive species removal and/or native planting revegetation. Georgia EPD applications will be submitted prior to 100% Construction Document. U.S. Army Corp permit is not anticipated for this project.

Task/Meeting:

- Design Review Meeting
- Public Coordination Meeting (as requested, virtual and/or in person to be determined)
- Design team site walk of project with 60% level design to field verify

- Consultant/Client Team Meeting – unlimited number of electronic messaging (i.e. web conference/ conference call)
- 60% Construction Documents completion for PATH'S coordination with all stakeholders to ensure approval of all design elements
- Preliminary discussion with Georgia EPD, ARC, and GA Power (as needed)

TASK III – 100% Construction Documents:

Based on the review/comment and approval of the 60% Construction Documents, PATH agrees to prepare permit ready 100% Construction Documents for the project. The documents will further refine and articulate the project elements established in the 60% Construction Document phase. The documents will be suitable for bidding and construction of the design elements of the project as detailed in this scope of services.

The PATH Design Team will be responsible to coordinate directly with the Structural Engineer once all parties are in agreement with the location and length of the proposed structures.

Based on the approved 100% Construction Documents, the PATH Design Team shall prepare 100% Construction Documents as described below:

- Project Cover Sheet/ Index/ General Notes
- Existing Conditions, including at minimum, topography, existing utilities and easements, FEMA Flood Information, and zoning information.
- Tree Removal and Protection Plan, including at minimum, required calculations, restoration planting plan for required canopy, and compensation.
- Construction Plans (Layout and Grading)
- Stormwater Pipe Design, and Profiles, and required easements
- Engineered Structural Design and Details for all retaining walls, waterway crossings, raised boardwalks, etc.
- Revegetation Plans – prepared by a professional with knowledge of riparian restoration, including streambank revegetation within the 25' stream buffer
- Signing and Marking Plans
- Trail network mapping
- Construction details for all trail related work within the scope of the project
- Phased Erosion, Sedimentation and Pollution Control Plans with a NPDES Comprehensive Monitoring Program (CMP)
- 100% Cost Estimate

Task/Meeting:

- Design Review Meeting
- PATH/City Team Meeting – unlimited number of electronic messaging (i.e. web conference/ conference call)
- Coordination with Property Owners (as needed)
- The PATH Design Team will coordinate with the City on signage locations and content.
- Submittal to Georgia EPD for an approved encroachment permit within the State 25' Stream Buffer and to ARC for MRPA approval.

TASK IV – Permit Coordination:

As a part of the design for construction process, the PATH will complete and submit applications necessary for the project to be approved by the City, EPD, ARC, Army Corp, and any other public agencies having jurisdiction with the exception of FEMA and USACOE.

This process is a negotiation with the agencies to assure the City that the permitted set of drawings is constructible, value engineered, and not burdened with unnecessary comments and expense from the permitting authorities.

Task/Meeting:

- PATH shall coordinate a design team meeting to verify and review comments from the City and public agencies having jurisdiction of the project and ensure comments are addressed and incorporated into the Issue for Bid Construction Document submittal.
- PATH shall revise the 100% Issue for Permit documents as per review comments to finalize all permitting required for the project.

TASK V – Bid Assistance:

PATH will assist the City of Sandy Springs with the bidding process, providing a bid item list, description of the scope of work for the City's advertisement purposes, attending one (1) pre-bid meeting, responding to RFIs during the bidding process, and preparing addenda as appropriate. PATH will assist the City in evaluating the contractor's submitted bidding documents and will provide a recommendation to the City for their consideration.

TASK VI – Contract Administration:

PATH will oversee the contracting for the construction of the project. Tasks will include packaging the construction documents, a bid item list, respond of any contractor questions, and creating the final contract for construction. PATH will provide full contract administration during the construction of the project.

TASK VII – Construction Management:

The PATH Foundation will provide construction management services for the City of Sandy Springs through assigning a PATH Construction Manager (PATH CM) to the project to work alongside City Staff. These services will bring PATH's knowledge and expertise of building trails throughout the southeast to the project. The PATH CM will provide hands-on assistance to manage the project schedule, cost and quality. The goals of the PATH CM will be to reduce overall project costs, assist with contract negotiations, reduce change orders, and eliminate unnecessary scope and costs. The industry standard value for construction management services is 6% of the construction cost but is provided with no cost to the City of Sandy Springs within this scope of services.

EXHIBIT B
BUDGET

Proposed budget and sources of funding for the design and management of construction of greenway trail from the Fulton County maintenance road at Morgan Falls through Edgewater at Sandy Springs apartment complex to Roswell Road known as Morgan Falls Connector Phase 2A - Edgewater Apartments.

Budget	<u>Estimated</u> Cost
Acquisition	\$ TBD
Preliminary Design	\$ 143,000
Construction Management	\$ 343,800*
Construction	\$ 5,730,000
Total <u>Preliminary</u> Budget for Project:	\$ 6,216,800

*PATH will provide construction management services at no cost to the City (valued at 6% of construction costs).

EXHIBIT C
PAYMENT TERMS

PATH has agreed to construction management services, as described in Exhibit A, at no cost to the City; provided however, PATH shall be entitled to reimbursement for out-of-pocket costs expended for this Project that have been pre-approved by the City, as may be invoiced in accordance with the provisions of Article III of the Master Agreement.

EXHIBIT D
PROJECT SCHEDULE*

TASK/SERVICE	MONTH/YEAR
30% Design Review	January 2021
60% Design Review	March 2021
Geotech	February 2021
100% Design Review	April 2021
Easements/Legals	March 2021
Acquisitions Complete	August 2021
100% Issue for Permit	May 2021
Advertise for Bid	August 2021
Contract Award	September 2021
Start Construction	October 2021
Substantial Completion	October 2022

*This indicates a general outline of the Project schedule and is subject to change by the parties.

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE PROJECT SPECIFIC AGREEMENTS WITH THE PATH
FOUNDATION FOR DESIGN AND ENGINEERING SERVICES FOR TRAIL MASTER PLAN
SEGMENT 2A.**

WHEREAS, City of Sandy Springs (“City”) has identified the need to design and construct a Comprehensive Trails Program throughout the City; and

WHEREAS, the Mayor and City Council approved the Sandy Springs Trail Master Plan on October 15, 2019; and

WHEREAS, the Mayor and City Council awarded a Master Agreement for Trail Design and Construction Management to the PATH Foundation on February 4, 2020; and

WHEREAS, Segment 2A was identified in the Trail Master Plan as one of the segments within the 10-year Implementation Strategy; and

WHEREAS, Segment 2A will begin at Overlook Park, following along Morgan Falls Road as a greenway trail to the Chattahoochee River, crossing through Georgia Power Company and Fulton County property, heading eastward through Bridge Properties’ parcel, connecting around Orkin Lake and along Cimarron Parkway, and terminating at Roswell Road (“Project”); and

WHEREAS, Segment 2A has been divided into two portions due to different needs for each portion, including ownership and permitting requirements; and

WHEREAS, because of such differences, two Project Specific Agreements are required; and

WHEREAS, the City’s Recreation and Parks Department staff will manage all applicable phases of the Project; and

WHEREAS, monies are available in the Capital Fund Account for the design phase of the Project; and

WHEREAS, the City desires to enter into the attached Project Specific Agreements with the PATH Foundation in the total amount of \$234,730.00 to perform the design phase of the Project, as recommended;

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

1. That the attached Project Specific Agreements are hereby approved; and
2. That the City Manager is authorized to execute the attached Project Specific Agreements with a total value of \$234,730.00 with the PATH Foundation for the design phase of the Project; and
3. That the City Attorney and the City Manager are hereby authorized to make such minor revisions to the Project Specific Agreements as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the ____ day of November, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)

STATE OF GEORGIA

COUNTY OF FULTON

**A RESOLUTION APPOINTING A MEMBER TO THE SANDY SPRINGS
DEVELOPMENT AUTHORITY**

BE IT RESOLVED by the City Council of the City of Sandy Springs, GA while in regular session on November 17, 2020, at 6:00 p.m. as follows:

SECTION 1. That Ed Ukaonu is hereby appointed to serve as a member of the Sandy Springs Development Authority to serve a first four (4) year term commencing November 17, 2020 and ending on November 3, 2024; and

SECTION 2. That the appointed member shall be eligible for re-appointment upon nomination by the Mayor and confirmation by the City Council; and

SECTION 3. That should the appointed member not fulfill the completion of the term referenced herein, that the member appointed to replace said member shall serve the remainder of the term; and

SECTION 3. That this Resolution shall become effective upon its adoption.

RESOLVED this the 17th day of November, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Boyd, Paralegal

DATE: November 11, 2020 Submission for the November 17, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of an Ordinance to Amend Chapter 6 of the Sandy Springs Code of Ordinances So As to Permit Home Delivery of Alcohol by an Authorized Package Retailer Which Also Sell Alcohol for Consumption on the Premises

Recommendation:

The City Attorney's office recommends that the City Council consider the amending the Chapter 6 of the City's ordinances to permit home delivery of alcohol by authorized package retailers.

Background:

On August 3, 2020, Governor Kemp signed HB 879 into law ("Legislation"). The Legislation amends state laws governing certain categories of alcohol regulation. Two of which are being presented for your consideration: Home delivery of alcohol; and, Sunday sales of alcohol. The attached Ordinance amends Section 6-53 of the City's current alcohol licensing ordinance to now include a provision for home delivery.

Discussion:

This Section of the legislation provides for the home delivery of sealed packages of alcohol by "package goods retailers" as defined by O.C.G.A. § 3-3-10(a)(7). Pursuant to the Legislation, a packaged goods retailer may sell and deliver malt beverages and wine in unbroken packages to an individual for personal use but not for resale unless such delivery is prohibited by a local ordinance or resolution.

Additionally, retail package liquor stores that are also packaged goods retailers may deliver distilled spirits in unbroken packages if the products are sold to an individual for personal use and not for resale, unless prohibited by a local ordinance or resolution.

While the legislation is ultimately silent on whether pour permit holders (i.e. restaurants) are eligible to deliver, it has been indicated that all state license holders are eligible and this designation includes restaurants. Since restaurants are not retail package liquor stores, they will only be eligible to deliver malt beverages and wine, unless the local governing authority adopts an ordinance prohibiting such delivery. Restaurants will be permitted to use their own website or apps for processing orders, and they can use

websites or apps owned by third parties.

Financial Impact:

None.

Alternatives:

Disapprove amending the ordinance.

Attachments:

1. Home Delivery Ordinance_2020

**STATE OF GEORGIA
COUNTY OF FULTON**

**AN ORDINANCE TO AMEND CHAPTER 6 OF THE SANDY SPRINGS
CODE OF ORDINANCES SO AS TO PERMIT HOME DELIVERY OF
ALCOHOL BY AN AUTHORIZED PACKAGE RETAILER WHICH ALSO SELL
ALCOHOL FOR CONSUMPTION ON THE PREMISES; TO REPEAL ALL
ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO
PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

WHEREAS, the City of Sandy Springs, Georgia (the “City”) is charged with providing for the health, safety and welfare of the citizens of the City; and

WHEREAS, the City Council adopted an ordinance on October 17, 2011 authorizing the Sunday sales of malt beverages, wine and distilled spirits; and

WHEREAS, the Alcoholic Beverage Ordinance of the City of Sandy Springs (the “Ordinance”), as currently enacted, does not allow for Sunday sale during home delivery of alcohol; and

WHEREAS, on August 3, 2020, Governor Kemp signed HB 879 (“the Legislation”) into law; and

WHEREAS, the Legislation amends state law to allow an authorized package retailer with an on-premise pour license may provide for the home delivery of beer and wine; and

WHEREAS, the Mayor and City Council have determined that in light of the Legislation, the Ordinance of the City shall be amended to allow an authorized package retailer with an on-premise pour license may provide for the home delivery of beer and wine; a "packaged goods retailer" shall have the same meaning as provided in O.C.G.A. §3-3-10; and

NOW, THEREFORE, in order to accomplish the foregoing, the Mayor and City Council of the City, pursuant to their authority, hereby ordain as follows:

1. Chapter 6, Article II, Section 6-53(a) is hereby amended by adding thereto as follows:

“(6). Home Delivery. For all purposes of this section, only a “consumption on premise” permit holder, that also holds a packaged retail permit, shall be permitted engage in delivery operations. In addition to any authorizations and requirements provided by State law and regulation, a package goods retailer may sell and deliver malt beverages and wine in unbroken packages to an individual for personal use, but not for resale. Additionally, retail packaged liquor stores that are also packaged goods retailers, may deliver distilled spirits and unbroken packages if the products are sold to an individual for personal use and not for resale. For all purposes of this section, consumption on premise permit holders, that also hold a packaged retail beer and malt beverage permit, shall be permitted to engage in home delivery operations of wine and malt beverages consumption on premise permit holders can provide for the home delivery of beer and wine under an existing on-premise pour license by providing a letter of intent to provide the service to the municipality”.

2. That all ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.
3. That this Ordinance shall become effective immediately.

SO ORDAINED, this the _____ day of _____, 2020.

Approved:

RUSSELL K. PAUL, Mayor

Attest:

Raquel Gonzalez, City Clerk
(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Boyd, Paralegal

DATE: November 11, 2020 Submission for the November 17, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of an Ordinance to Amend the City's Code of Ordinances to Extend the Hours for Sunday Package Sales of Malt Beverages, Wine and Distilled Spirits

Recommendation:

The City Attorney's office recommends that the City Council consider an ordinance amendment to extend the hours for Sunday package sales of malt beverages, wine and distilled spirits.

Background:

An additional item of the HB 879 signed into law by Governor Kemp ("Legislation") which is being brought for your consideration is for the extension of the hours for Sunday sales of alcohol. The amended ordinance would extend the current Sunday operating and sales hours from 11:30 a.m. until 12:00 midnight by adding 30 minutes to the front end, making the new hours effectively 11:00 a.m. until 12:00 midnight.

Discussion:

If approved, Sunday sales could begin 30 minutes earlier than the current ordinance would allow.

Financial Impact:

None

Alternatives:

Disapprove the amendment.

Attachments:

1. Ordinance Sunday Sales_2020

STATE OF GEORGIA

CITY OF SANDY SPRINGS

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF SANDY SPRINGS, GEORGIA, TO EXTEND THE HOURS FOR SUNDAY PACKAGE SALES OF MALT BEVERAGES, WINE AND DISTILLED SPIRITS; TO PROVIDE FOR ADOPTION AND AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of Sandy Springs, Georgia ("City") is charged with providing for the health, safety and welfare of the citizens of the City; and

WHEREAS, package sales of malt beverages, wine and distilled spirits by retailers are currently subject to regulation on Sundays in the City pursuant to Chapter 6, *Alcoholic Beverages*, of the City Code of Ordinances ("Ordinance"); and

WHEREAS, on August 3, 2020, Governor Kemp signed HB 879 ("the Legislation") into law; and

WHEREAS, the Legislation amends state law to allow, pursuant to a subsequent referendum, for package sale by retailers of malt beverages and wine on Sundays from 11:00 a.m. to 12:00 a.m.(midnight); and

WHEREAS, the City Council adopted a resolution on July 17, 2018 authorizing the question of Sunday sales of malt beverages, wine and distilled spirits consumption on premises of malt beverages, wine and distilled spirits on Sundays between the hours of 11:00 a.m. and 12:00 a.m.; and

WHEREAS, the question of allowing consumption on premises of malt beverages, wine and distilled spirits on Sundays between the hours of 11:00 a.m. and 12:00 a.m. having been by offered and approved by referendum on November 6, 2018; and

WHEREAS, the Mayor and City Council have determined that in light of the Legislation, the Ordinance of the City shall be amended to allow an authorized package retailer for package sale of malt beverages, wine and distilled spirits on Sundays from 11:00 a.m. to 12:00 a.m. (midnight); and

NOW, THEREFORE, in order to accomplish the foregoing, the Mayor and City Council of the City, pursuant to their authority, hereby ordain as follows:

1. Division 4 of Chapter 6, Article II, is hereby amended as follows:

Sec. 6-133. Days when sales unlawful.

(a) No licensee shall permit the sale of alcoholic beverages on any day or during any time of day when such sales are prohibited by state law.

(b) No retail package licensee shall be permitted to sell package malt beverages, wine and distilled spirits on Sundays except between the hours of 11:00 a.m. and 12:00 midnight. No retail consumption on premises licensee shall permit the sale of alcoholic beverages on Sunday unless such licensee is a bona fide eating establishment, caterer, private club, or special events facility as defined in this chapter. Any licensee wishing to sell alcohol on Sunday pursuant to this chapter shall pay the requisite fee for Sunday sales, the amount of which shall be set by resolution of the city council, which amount

shall remain in effect until modified or amended by subsequent resolution adopted by the city council.

Sec. 6-134. - Hours of operation.

(a) Package licensees shall not engage in the sale of alcoholic beverages except between the hours of 7:00 a.m. and 12:00 midnight Monday through Saturday and on between the hours of 11:00 a.m. and 12:00 midnight on Sunday. Package licensees shall not permit their places of business to be open except between the hours of 7:00 a.m. and 12:00 midnight, Monday through Saturday, or between the hours of 11:00 a.m. and 12:00 midnight on Sundays, except that where the primary business of a malt beverage package licensee or wine package licensee is other than the sale of alcoholic beverages, such restrictive hours shall apply only with respect to the sale of malt beverages or wine.

(b) Consumption on the premises licensees shall engage in the sale of alcoholic beverages only between the hours of 9:00 a.m. and 2:00 a.m., Monday through Saturday, and at any time from 11:55 p.m. on Saturdays until 1:55 a.m. on Sundays. Sunday sales may be made by eating establishments, as defined herein, between the hours of 11:00 a.m. and 12:00 midnight, provided application for Sunday sales is made and the fee paid. Sunday sales may be made at any time in private clubs provided application for Sunday sales is made and the fee paid. Further, any licensed eating establishment open on Sundays from 11:00 a.m. until midnight may remain open from midnight until 2:00 a.m. the following Monday.

(c) The business hours of wholesale dealers shall be between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday. There shall be no sales on Sunday.

2. That all ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.
3. That this Ordinance shall become effective immediately.

SO ORDAINED, this the _____ day of _____, 2020.

Approved:

RUSSELL K. PAUL, Mayor

Attest:

Raquel Gonzalez, City Clerk
(SEAL)



SANDY SPRINGS™
GEORGIA

FINANCIAL HIGHLIGHTS FY 2021
SEPTEMBER 30, 2020

UNAUDITED



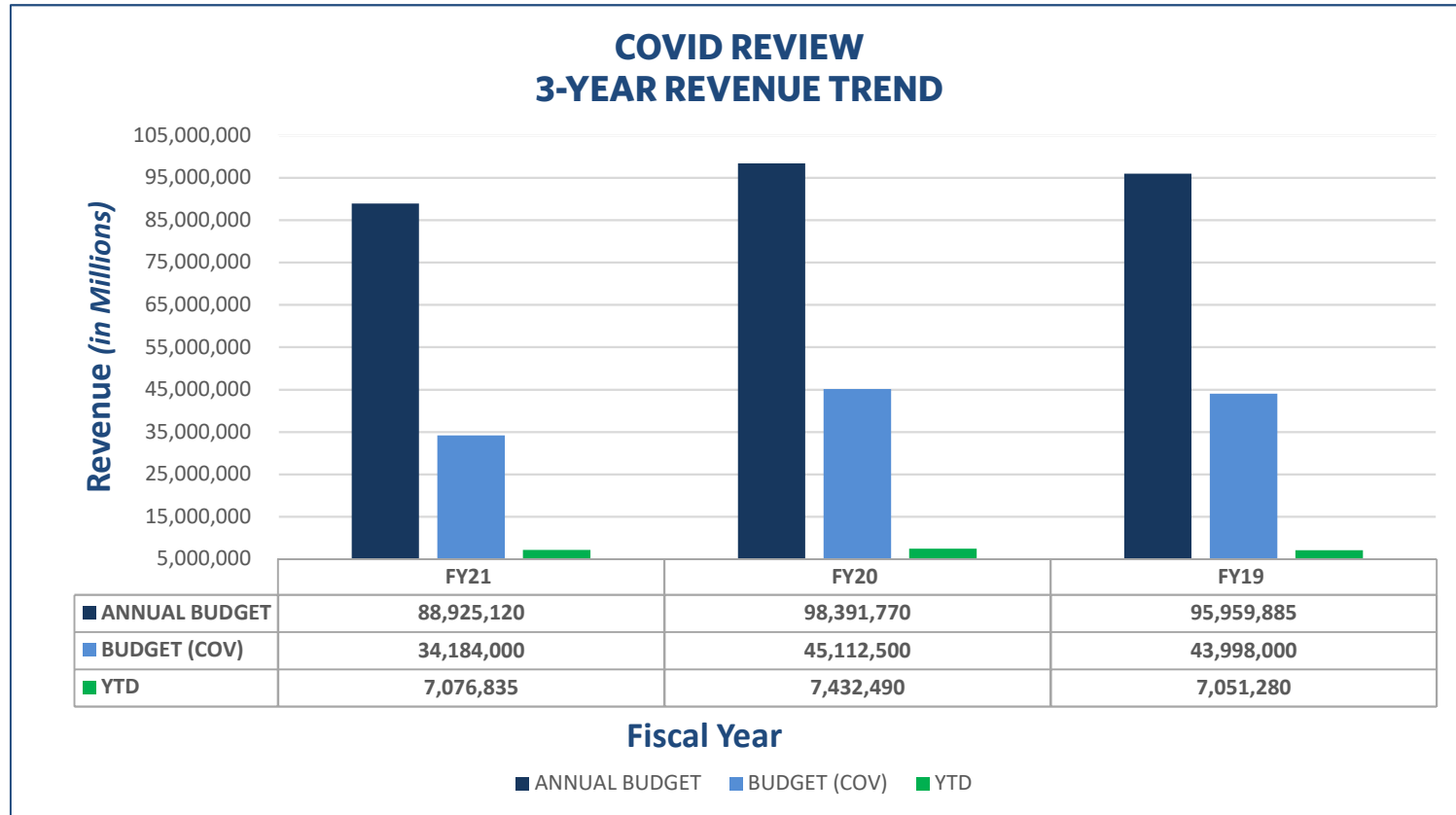
**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 03, SEPTEMBER FY 2021**

GL ACCOUNT		DESCRIPTION	BUDGET FY2021	YTD FY 2021	BUDGET FY2020	YTD FY 2020	BUDGET FY2019	YTD FY 2019
Revenues								
10020	351170	MUNICIPAL COURT	1,900,000	629,171	2,500,000	593,123	2,500,000	592,069
10050	347500	RECREATION PRG FEES-GYMNASTICS	63,000	0	420,000	7,411	495,000	135,091
10050	347501	RECREATION PRG FEES-ATHL LEIS	120,400	3,407	172,000	20,610	125,000	33,791
10050	347900	SSTC CONTRACT	84,000	20,000	120,000	30,000	60,000	30,000
10050	347910	FACILITY RENTALS	75,600	23,018	108,000	35,880	115,000	29,417
10090	311315	MOTOR VEHICLE TAVT FEE	1,000,000	624,996	1,000,000	439,070	1,000,000	0
10090	313100	LOCAL OPTION SALES TAX	20,000,000	4,477,448	25,000,000	4,572,663	24,500,000	4,475,106
10090	314200	ALCOHOLIC BEVERAGE EXCISE	824,000	212,017	625,000	190,110	1,000,000	193,790
10090	314300	EXCISE MIXED DRINK TAX	305,000	61,600	375,000	72,472	375,000	73,465
10090	316100	BUSINESS & OCCUPATION TAX	7,250,000	717,648	9,500,000	398,898	9,500,000	439,714
10090	321100	ALCOHOLIC BEVERAGE LIC	521,000	9,030	625,000	19,050	600,000	30,213
10090	361000	INTEREST REVENUE	250,000	34,076	1,000,000	368,511	225,000	335,442
10090	391275	TRANSFER IN FROM HOTEL MOTEL	1,731,000	248,920	3,562,500	666,716	3,393,000	665,513
10090	391280	TRANSFER IN FROM MVRET FUND	60,000	15,504	105,000	17,976	110,000	17,669
TOTAL REVENUES (COVID)			\$34,184,000	\$7,076,835	\$45,112,500	\$7,432,490	\$43,998,000	\$7,051,280
ANNUAL BUDGET			88,925,120	8,994,633 10.11%	98,391,770	9,905,291 10.07%	95,959,885	9,033,083 9.41%

COVID REVIEW - EMERGENCY MGMT EXPENDITURES

GL ACCOUNT		DESCRIPTION	MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
Expenditures						
1003810	521200	PROFESSIONAL SERVICES	3,060	21,134	30,000	70.45%
1003810	523900	CONTRACTUAL SERVICES	7,341	29,628	20,000	148.14%
1003810	531100	GENERAL SUPPLIES & MATLS	9,676	66,646	110,000	60.59%
1003810	542100	MACHINERY & EQUIPMENT	0	0	40,000	0.00%
TOTAL EXPENDITURES			\$20,077	\$117,408	\$200,000	58.70%

**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 03, SEPTEMBER FY 2021**



**NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year approximate 10.27% compared to the Adopted Budget. We are at 25.00% of the year. Most revenues received in July are recognized in June. Revenues such as Electric Franchise and Ins Premium Tax occur once a year.
- ▶ General Fund Expenditures for the fiscal year approximate 27.78% compared to the Adopted Budget. We are at 25.00% of the year. Contractor payments are one month behind as they are paid the following month of services rendered.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$636,328	\$36,000,000	1.77%	
Motor Vehicle Tax	\$18,778	\$0	N/A	<--These two will be adjusted as the rate at which the <-- old MVT phases out and the new TAVT increases
Motor Vehicle TAVT	\$624,996	\$1,000,000	62.50%	
Local Option Sales Tax	\$4,477,448	\$20,000,000	22.39%	
Business Occupational Tax	\$717,648	\$7,250,000	9.90%	
Insurance Premium Tax	\$0	\$6,250,000	0.00%	Payment normally received October of each year
Building Permits	\$384,246	\$1,500,000	25.62%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$299,028	\$610,200	49.00%	Includes all departments and is semi-annual



11/12/2020

**CASH AND INVESTMENTS
THROUGH PERIOD 03, SEPTEMBER FY 2021**

UNAUDITED**SUNTRUST**

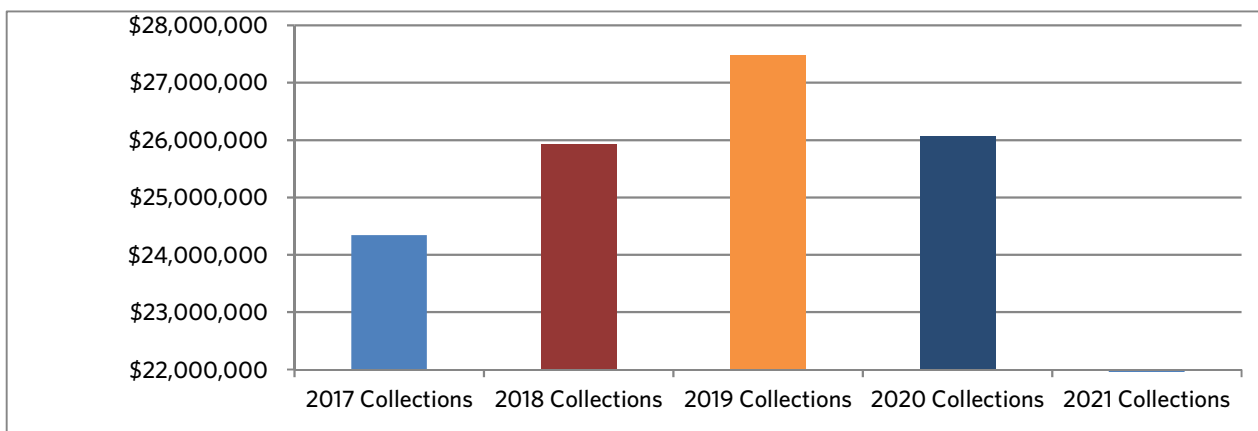
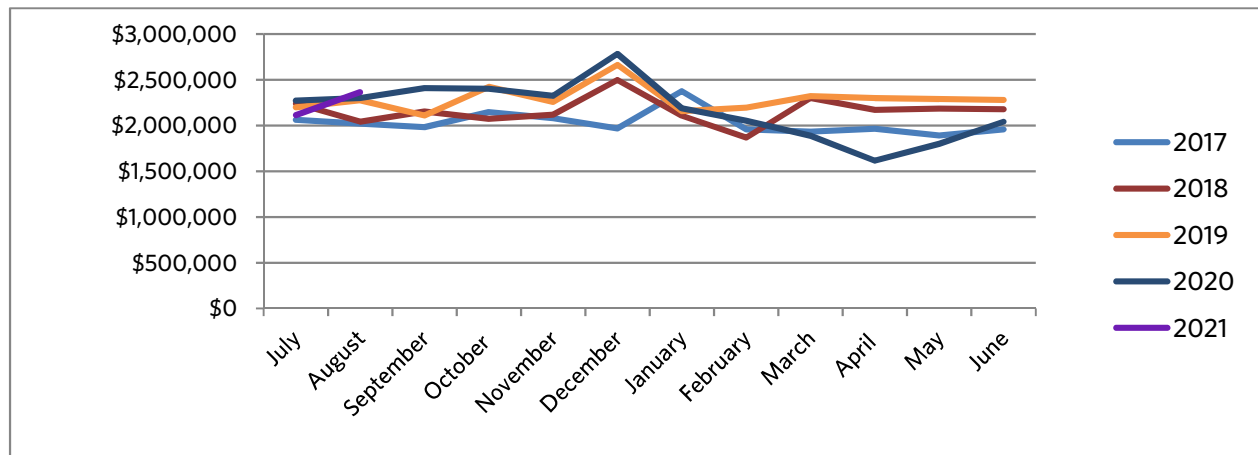
OPERATING ACCOUNT	\$8,302,245
COMMUNITY DEVELOPMENT ESCROW	\$4,620,997
POLICE - CUSTODIAL ESCROW	\$16,962
POLICE - FEDERAL FORFEITURE	\$76,752
POLICE - STATE SEIZED RESTRICTED	\$222,944
POLICE - STATE SEIZED UNRESTRICTED	\$333,757
POLICE - FEDERAL SEIZED TREASURY FUND	\$68,563
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	\$58,405
HOTEL / MOTEL TAX ACCOUNT	\$153,884
COURT SERVICES	\$604,929
IMPACT FEE ACCOUNT	\$5,094,677
TREE FUND ACCOUNT	\$673,994
HOSPITALITY BOARD	\$942,256
TSPLOST FUND	\$38,238,117
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	\$333,318
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	\$1,519,091
PAC OPERATING & EVENTS ACCOUNT	\$2,791,524
TOTAL SUNTRUST	\$64,052,414

GEORGIA FUND ONE	\$68,009,340
FIRST HORIZON	1,250,000
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$69,259,582

TOTAL CASH AND CASH EQUIVALENTS **\$133,311,996**

**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 03, SEPTEMBER FY 2021**

	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	% Change from Prior Year
July	\$2,061,561	\$2,240,290	\$2,199,602	\$2,271,667	\$2,112,938	-6.99%
August	2,020,988	2,041,079	2,275,504	2,300,996	2,364,510	2.76%
September	1,983,997	2,154,073	2,109,943	2,407,613		
October	2,146,133	2,074,045	2,423,979	2,401,716		
November	2,078,863	2,117,845	2,259,523	2,326,390		
December	1,968,607	2,497,910	2,663,619	2,782,971		
January	2,375,651	2,106,942	2,155,711	2,188,945		
February	1,959,251	1,868,609	2,197,080	2,051,568		
March	1,933,241	2,301,871	2,321,849	1,886,719		
April	1,966,649	2,170,864	2,299,086	1,615,942		
May	1,890,507	2,186,481	2,290,253	1,800,673		
June	1,958,584	2,178,187	2,279,757	2,040,463		
	\$24,344,032	\$25,938,196	\$27,475,907	\$26,075,662	\$4,477,448	-82.83%



GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	540,392	636,328	36,000,000	1.77 %
100-0000-90-311310	MOTOR VEHICLE	18,778	18,778	-	- %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	624,996	624,996	1,000,000	62.50 %
100-0000-90-311340	INTANGIBLES	114,299	225,898	425,000	53.15 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	27,256	57,663	200,000	28.83 %
100-0000-90-311710	ELECTRIC FRANCHISE TAX	-	-	5,800,000	- %
100-0000-90-311730	GAS FRANCHISE TAX	201,299	201,299	725,000	27.77 %
100-0000-90-311750	CABLE TV FRANCHISE TAX	-	-	1,700,000	- %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	14,631	14,631	275,000	5.32 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	681	681	425,000	0.16 %
100-0000-90-313100	LOCAL OPTION SALES TAX	2,364,510	4,477,448	20,000,000	22.39 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	113,684	212,017	824,000	25.73 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	32,148	61,600	305,000	20.20 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	106,180	717,648	7,250,000	9.90 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	-	234,090	-	- %
100-0000-90-316200	INSURANCE PREMIUM TAX	-	-	6,250,000	- %
TOTAL TAXES		4,158,855	7,483,078	81,179,000	9.22 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	-	9,030	521,000	1.73 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	6,955	22,658	95,000	23.85 %
100-0000-60-322210	PLANNING/ZONING FEES	6,863	20,028	50,000	40.06 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	5,624	15,496	100,000	15.50 %
100-0000-60-323120	BUILDING PERMITS	207,176	384,246	1,500,000	25.62 %
100-0000-60-323130	PLUMBING PERMITS	200	2,395	10,000	23.95 %
100-0000-60-323140	ELECTRICAL PERMITS	2,454	3,700	10,000	37.00 %
100-0000-60-323160	HVAC PERMITS	5,160	10,815	30,000	36.05 %
100-0000-60-323920	BLDG REINSPECTION FEE	150	1,450	5,000	29.00 %
TOTAL LICENSES & PERMITS		234,582	469,818	2,321,000	20.24 %
100-0000-30-342900	FALSE ALARM FEES	16,701	21,620	100,000	21.62 %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	-	-	141,120	- %
100-0000-10-346900	SPECIAL EVENT FEES	-	2,542	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	-	-	63,000	- %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	1,150	3,407	120,400	2.83 %
100-0000-50-347900	SSTC CONTRACT	10,000	20,000	84,000	23.81 %
100-0000-50-347910	FACILITY RENTALS	10,048	23,018	75,600	30.45 %
TOTAL CHARGES & FEES		37,898	70,587	584,120	12.08 %
100-0000-20-351170	MUNICIPAL COURT	217,007	629,171	1,900,000	33.11 %
TOTAL FINES & FORFEITURES		217,007	629,171	1,900,000	33.11 %
100-0000-90-361000	INTEREST REVENUE	7,562	34,076	250,000	13.63 %
TOTAL INVESTMENT INCOME		7,562	34,076	250,000	13.63 %
100-0000-40-381000	RENTAL REVENUE	13,840	57,537	-	- %
100-0000-90-381100	ROYALTIES-GAS SOUTH	-	-	125,000	- %
100-0000-90-389000	DONATIONS	5,692	15,856	50,000	31.71 %
100-0000-90-389000	MISCELLANEOUS REVENUE	5,589	32,505	50,000	65.01 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	3,490	10,220	50,000	20.44 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	3,000	43,450	15,000	289.67 %
TOTAL MISCELLANEOUS		31,611	159,568	290,000	55.02 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021**

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391225	TRANSFER IN FROM IMPACT FEE	8,903	9,302	-	- %
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	109,111	248,920	1,731,000	14.38 %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	15,504	15,504	60,000	25.84 %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	-	600,000	- %
100-0000-90-392100	SALE OF ASSETS	-	16,165	10,000	161.65 %
TOTAL OTHER FINANCING SOURCES		133,518	289,892	2,401,000	12.07 %
TOTAL REVENUES		\$4,821,034	\$9,136,189	\$88,925,120	10.27 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	12,333	24,667	148,000	16.67 %
100-1310-10-512200	SOCIAL SECURITY	765	1,529	9,200	16.62 %
100-1310-10-512300	MEDICARE	179	358	2,200	16.26 %
100-1310-10-512600	UNEMPLOYMENT TAX	-	-	700	- %
100-1310-10-512700	WORKERS' COMPENSATION	-	103	300	34.39 %
Salaries & Benefits		13,277	26,657	160,400	16.62 %
100-1310-10-523200	COMMUNICATIONS	346	1,038	4,400	23.60 %
100-1310-10-523500	TRAVEL	-	-	10,000	- %
100-1310-10-523600	DUES & FEES	-	6,924	38,000	18.22 %
100-1310-10-523700	EDUCATION/TRAINING	-	-	2,000	- %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	-	-	3,000	- %
100-1310-10-531300	HOSPITALITY	-	-	8,600	- %
Operations & Capital		346	7,962	66,000	12.06 %
TOTAL CITY COUNCIL		13,623	34,619	226,400	15.29 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	54,097	167,832	698,880	24.01 %
100-1320-10-512101	HEALTH INSURANCE	5,778	17,258	51,300	33.64 %
100-1320-10-512102	DISABILITY INSURANCE	177	591	2,700	21.90 %
100-1320-10-512103	DENTAL INSURANCE	276	828	2,500	33.11 %
100-1320-10-512104	LIFE INSURANCE	342	1,159	5,400	21.47 %
100-1320-10-512200	SOCIAL SECURITY	2,181	8,588	43,368	19.80 %
100-1320-10-512300	MEDICARE	766	2,393	10,155	23.57 %
100-1320-10-512401	RETIREMENT 401A	4,261	12,746	99,790	12.77 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	5,382	16,312	33,829	48.22 %
100-1320-10-512600	UNEMPLOYMENT TAX	-	-	3,333	- %
100-1320-10-512700	WORKERS' COMPENSATION	-	446	1,373	32.51 %
Salaries & Benefits		73,260	228,154	952,628	23.95 %
100-1320-10-523200	COMMUNICATIONS	364	1,150	3,600	31.94 %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	-	36	3,700	0.97 %
100-1320-10-523600	DUES & FEES	456	832	5,000	16.65 %
100-1320-10-523700	EDUCATION/TRAINING	-	199	4,495	4.43 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	32	94	3,500	2.68 %
100-1320-10-531300	HOSPITALITY	320	559	5,000	11.18 %
100-1320-10-531600	SMALL TOOLS & EQUIPMENT	-	-	2,500	- %
Operations & Capital		1,173	2,870	28,295	10.14 %
TOTAL CITY MANAGER		74,433	231,024	980,923	23.55 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	17,193	48,137	226,700	21.23 %
100-1330-10-512101	HEALTH INSURANCE	1,345	4,035	31,400	12.85 %
100-1330-10-512102	DISABILITY INSURANCE	37	110	1,400	7.86 %
100-1330-10-512103	DENTAL INSURANCE	60	181	1,700	10.65 %
100-1330-10-512104	LIFE INSURANCE	71	213	2,100	10.12 %
100-1330-10-512200	SOCIAL SECURITY	1,017	2,848	14,100	20.20 %
100-1330-10-512300	MEDICARE	238	666	3,300	20.18 %
100-1330-10-512401	RETIREMENT 401A	2,062	5,773	27,200	21.22 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	859	2,577	11,300	22.81 %
100-1330-10-512600	UNEMPLOYMENT TAX	-	-	1,100	- %
100-1330-10-512700	WORKERS' COMPENSATION	-	309	500	61.70 %
Salaries & Benefits		22,882	64,849	320,800	20.21 %
100-1330-10-521300	TECHNICAL SERVICES	-	29,472	59,500	49.53 %
100-1330-10-522230	REP & MAINT-VEHICLES	-	-	2,500	- %
100-1330-10-523200	COMMUNICATIONS	121	289	1,500	19.24 %
100-1330-10-523300	ADVERTISING	-	-	1,000	- %
100-1330-10-523400	PRINTING & BINDING	-	-	10,000	- %
100-1330-10-523500	TRAVEL	-	-	3,000	- %
100-1330-10-523600	DUES & FEES	170	1,634	3,500	46.70 %
100-1330-10-523700	EDUCATION/TRAINING	-	775	2,000	38.75 %
100-1330-10-523900	CONTRACTUAL SERVICES	88	268	20,000	1.34 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	26	26	1,500	1.76 %
100-1330-10-531270	GASOLINE	-	-	500	- %
100-1330-10-531300	HOSPITALITY	-	106	500	21.30 %
100-1330-10-531600	SMALL TOOLS & EQUIPMENT	-	-	4,000	- %
Operations & Capital		406	32,570	109,500	29.74 %
TOTAL CITY CLERK		23,288	97,419	430,300	22.64 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	81,705	224,910	1,418,000	15.86 %
100-1500-10-512101	HEALTH INSURANCE	9,880	31,275	184,800	16.92 %
100-1500-10-512102	DISABILITY INSURANCE	244	928	5,400	17.18 %
100-1500-10-512103	DENTAL INSURANCE	448	1,430	10,100	14.16 %
100-1500-10-512104	LIFE INSURANCE	548	2,085	11,500	18.13 %
100-1500-10-512200	SOCIAL SECURITY	4,858	13,390	87,900	15.23 %
100-1500-10-512300	MEDICARE	1,136	3,132	20,600	15.20 %
100-1500-10-512401	RETIREMENT 401A	9,791	26,913	170,200	15.81 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	3,325	9,907	70,900	13.97 %
100-1500-10-512600	UNEMPLOYMENT TAX	-	1	7,100	0.02 %
100-1500-10-512700	WORKERS' COMPENSATION	-	3,260	2,800	116.42 %
Salaries & Benefits		111,935	317,232	1,989,300	15.95 %
100-1500-10-521200	PROFESSIONAL SERVICES	775	775	10,000	7.75 %
100-1500-10-521210	PROF SVCS-AUDIT	42,000	42,000	100,000	42.00 %
100-1500-10-521300	TECHNICAL SERVICES	45,900	60,362	160,000	37.73 %
100-1500-10-523200	COMMUNICATIONS	193	717	2,000	35.83 %
100-1500-10-523300	ADVERTISING	-	1,400	10,000	14.00 %
100-1500-10-523400	PRINTING & BINDING	478	478	2,000	23.89 %
100-1500-10-523500	TRAVEL	-	-	2,000	- %
100-1500-10-523600	DUES & FEES	110	135	5,000	2.70 %
100-1500-10-523700	EDUCATION/TRAINING	-	240	10,000	2.40 %
100-1500-10-523900	CONTRACTUAL SERVICES	836	2,447	11,000	22.24 %
100-1500-10-523950	MERCHANT SVCS CHARGES	6	12	1,000	1.20 %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	-	137	5,000	2.74 %
100-1500-10-531300	HOSPITALITY	-	49	500	9.73 %
100-1500-10-531750	UNIFORMS	-	-	500	- %
100-1500-10-542400	COMPUTER EQUIPMENT	-	2,406	10,000	24.06 %
Operations & Capital		90,297	111,157	329,000	33.79 %
TOTAL FINANCE		202,232	428,388	2,318,300	18.48 %



GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-521250	PROF SVCS-LEGAL	56,302	136,880	450,000	30.42 %
100-1530-10-521255	PROF SVCS-LITIGATION	35,988	86,523	450,000	19.23 %
Operations & Capital		92,289	223,403	900,000	24.82 %
	TOTAL LEGAL SERVICES	92,289	223,403	900,000	24.82 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	81,335	227,837	1,233,800	18.47 %
100-1535-10-512101	HEALTH INSURANCE	11,920	35,761	169,400	21.11 %
100-1535-10-512102	DISABILITY INSURANCE	307	922	4,200	21.95 %
100-1535-10-512103	DENTAL INSURANCE	623	1,868	8,800	21.23 %
100-1535-10-512104	LIFE INSURANCE	691	2,072	9,600	21.58 %
100-1535-10-512200	SOCIAL SECURITY	4,786	13,408	76,500	17.53 %
100-1535-10-512300	MEDICARE	1,119	3,360	17,900	18.77 %
100-1535-10-512401	401A RETIREMENT	9,705	27,164	148,100	18.34 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	4,044	12,128	61,700	19.66 %
100-1535-10-512600	UNEMPLOYMENT TAX	-	-	6,200	- %
100-1535-10-512700	WORKERS' COMPENSATION	-	2,676	2,500	107.06 %
Salaries & Benefits		114,530	327,198	1,738,700	18.82 %
100-1535-10-521300	TECHNICAL SERVICES	527	1,669	466,000	0.36 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	-	32,790	124,000	26.44 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	6,661	21,373	100,000	21.37 %
100-1535-10-523200	COMMUNICATIONS	986	3,209	9,000	35.65 %
100-1535-10-523500	TRAVEL	-	-	500	- %
100-1535-10-523600	DUES & FEES	546	1,452	6,000	24.20 %
100-1535-10-523700	EDUCATION/TRAINING	-	665	1,000	66.50 %
100-1535-10-523900	CONTRACTUAL SERVICES	550	550	5,000	11.00 %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	42	3,867	5,500	70.31 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	-	22	10,000	0.22 %
100-1535-10-542400	COMPUTER EQUIPMENT	-	13,074	100,000	13.07 %
Operations & Capital		9,311	78,670	827,000	9.51 %
TOTAL INFORMATION SERVICES		123,842	405,868	2,565,700	15.82 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	20,952	64,022	275,900	23.20 %
100-1540-10-512101	HEALTH INSURANCE	3,369	10,107	29,900	33.80 %
100-1540-10-512102	DISABILITY INSURANCE	95	286	1,400	20.44 %
100-1540-10-512103	DENTAL INSURANCE	102	306	1,000	30.56 %
100-1540-10-512104	LIFE INSURANCE	214	643	3,000	21.43 %
100-1540-10-512200	SOCIAL SECURITY	1,255	3,812	17,100	22.29 %
100-1540-10-512300	MEDICARE	294	892	4,000	22.29 %
100-1540-10-512401	401A RETIREMENT	2,513	5,597	33,100	16.91 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	809	1,771	13,800	12.83 %
100-1540-10-512600	UNEMPLOYMENT TAX	-	-	1,400	- %
100-1540-10-512700	WORKERS' COMPENSATION	-	240	600	40.01 %
Salaries & Benefits		29,604	87,675	381,200	23.00 %
100-1540-10-521200	PROFESSIONAL SERVICES	17,334	40,606	193,500	20.99 %
100-1540-10-523200	COMMUNICATIONS	227	665	1,500	44.36 %
100-1540-10-523500	TRAVEL	-	1,882	1,000	188.20 %
100-1540-10-523600	DUES & FEES	-	355	1,000	35.50 %
100-1540-10-523700	EDUCATION/TRAINING	169	1,029	2,000	51.45 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	-	-	2,000	- %
Operations & Capital		17,730	44,537	201,000	22.16 %
TOTAL HUMAN RESOURCES		47,334	132,213	582,200	22.71 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	48,356	135,392	801,300	16.90 %
100-1565-10-512101	HEALTH INSURANCE	6,648	19,471	81,700	23.83 %
100-1565-10-512102	DISABILITY INSURANCE	237	582	3,400	17.13 %
100-1565-10-512103	DENTAL INSURANCE	467	1,384	4,700	29.45 %
100-1565-10-512104	LIFE INSURANCE	533	1,309	6,900	18.97 %
100-1565-10-512200	SOCIAL SECURITY	2,920	8,178	49,700	16.45 %
100-1565-10-512300	MEDICARE	683	1,689	11,600	14.56 %
100-1565-10-512401	401A RETIREMENT	5,378	15,058	96,200	15.65 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	1,993	5,980	40,100	14.91 %
100-1565-10-512600	UNEMPLOYMENT TAX	6	29	4,000	0.72 %
100-1565-10-512700	WORKERS' COMPENSATION	-	8,201	1,600	512.57 %
Salaries & Benefits		67,221	197,272	1,101,200	17.91 %
100-1565-10-521200	PROFESSIONAL SERVICES	21,942	51,058	316,000	16.16 %
100-1565-10-521300	TECHNICAL SERVICES	5,888	52,624	59,200	88.89 %
100-1565-10-522100	CLEANING SERVICES	22,645	23,005	213,800	10.76 %
100-1565-10-522110	GARBAGE DISPOSAL	2,053	5,919	75,000	7.89 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	14,834	37,020	301,000	12.30 %
100-1565-10-522220	REP & MAINT-BUILDINGS	56,428	117,819	691,000	17.05 %
100-1565-10-522310	BUILDING OPERATING LEASE	22,684	74,496	325,000	22.92 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	1,940	5,849	34,000	17.20 %
100-1565-10-523200	COMMUNICATIONS	604	1,851	4,000	46.28 %
100-1565-10-523250	POSTAGE	1,634	5,511	49,000	11.25 %
100-1565-10-523700	EDUCATION/TRAINING	-	-	5,000	- %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	1,655	6,658	150,000	4.44 %
100-1565-10-531210	WATER	33,684	62,553	141,200	44.30 %
100-1565-10-531220	NATURAL GAS	5,019	9,751	61,400	15.88 %
100-1565-10-531230	ELECTRICITY	44,829	87,919	526,800	16.69 %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	-	-	5,000	- %
100-1565-10-531750	UNIFORMS	-	-	8,000	- %
100-1565-10-579000	CONTINGENCIES	-	-	10,000	- %
Operations & Capital		235,840	542,033	2,975,400	18.22 %
TOTAL FACILITIES MANAGEMENT		303,061	739,305	4,076,600	18.14 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	38,977	115,712	565,000	20.48 %
100-1570-10-512101	HEALTH INSURANCE	3,759	11,393	69,600	16.37 %
100-1570-10-512102	DISABILITY INSURANCE	183	550	2,400	22.92 %
100-1570-10-512103	DENTAL INSURANCE	314	943	4,100	22.99 %
100-1570-10-512104	LIFE INSURANCE	412	1,235	5,400	22.87 %
100-1570-10-512200	SOCIAL SECURITY	2,326	6,905	35,000	19.73 %
100-1570-10-512300	MEDICARE	544	1,615	8,200	19.69 %
100-1570-10-512401	401A RETIREMENT	4,677	13,885	67,800	20.48 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	1,728	5,551	28,300	19.61 %
100-1570-10-512600	UNEMPLOYMENT TAX	-	-	2,800	- %
100-1570-10-512700	WORKERS' COMPENSATION	-	1,441	1,100	131.04 %
Salaries & Benefits		52,920	159,230	789,700	20.16 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	47,165	94,331	566,000	16.67 %
100-1570-10-522230	REP & MAINT-VEHICLES	610	610	500	122.00 %
100-1570-10-523200	COMMUNICATIONS	357	1,195	3,700	32.29 %
100-1570-10-523300	ADVERTISING	733	2,247	19,000	11.82 %
100-1570-10-523400	PRINTING & BINDING	1,715	1,715	7,500	22.87 %
100-1570-10-523500	TRAVEL	-	-	2,250	- %
100-1570-10-523600	DUES & FEES	-	-	2,250	- %
100-1570-10-523700	EDUCATION/TRAINING	-	-	5,250	- %
100-1570-10-523900	CONTRACTUAL SERVICES	390	14,407	15,500	92.95 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	3,725	28,195	199,000	14.17 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	-	-	10,000	- %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	-	-	5,000	- %
Operations & Capital		54,695	142,699	836,450	17.06 %
TOTAL COMMUNICATIONS		107,614	301,929	1,626,150	18.57 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
GENERAL ADMINISTRATION EXPENDITURES					
100-1595-10-511200	PART-TIME/TEMP EMPLOYEES	-	-	45,000	- %
100-1595-10-512200	SOCIAL SECURITY	-	-	2,800	- %
100-1595-10-512300	MEDICARE	-	-	600	- %
100-1595-10-512600	UNEMPLOYMENT TAX	-	-	100	- %
Salaries & Benefits		-	-	48,500	- %
100-1595-10-521200	PROFESSIONAL SERVICES	7,055	32,617	350,000	9.32 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	10,625	56,875	462,500	12.30 %
100-1595-10-523100	PROPERTY & LIABILITY INS	246,472	733,032	1,350,000	54.30 %
100-1595-10-523200	COMMUNICATIONS	6,352	18,212	100,000	18.21 %
100-1595-10-531100	GENERAL SUPPLIES & MATLS	-	1,000	100,000	1.00 %
100-1595-10-579000	CONTINGENCIES	-	-	300,000	- %
100-1595-10-579010	CITY MANAGER CONTINGENCIES	-	-	140,000	- %
Operations & Capital		270,504	841,736	2,802,500	30.04 %
TOTAL GENERAL ADMINISTRATION		270,504	841,736	2,851,000	29.52 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	35,431	99,962	507,800	19.69 %
100-2650-20-512101	HEALTH INSURANCE	5,557	17,145	88,500	19.37 %
100-2650-20-512102	DISABILITY INSURANCE	124	417	2,200	18.94 %
100-2650-20-512103	DENTAL INSURANCE	296	913	4,700	19.43 %
100-2650-20-512104	LIFE INSURANCE	279	938	4,700	19.96 %
100-2650-20-512200	SOCIAL SECURITY	2,152	6,021	31,500	19.11 %
100-2650-20-512300	MEDICARE	503	1,408	7,400	19.03 %
100-2650-20-512401	RETIREMENT 401A	4,251	11,976	60,900	19.67 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	1,256	3,814	25,400	15.02 %
100-2650-20-512600	UNEMPLOYMENT TAX	-	-	2,500	- %
100-2650-20-512700	WORKERS' COMPENSATION	-	4,633	1,000	463.28 %
Salaries & Benefits		49,847	147,227	736,600	19.99 %
100-2650-20-521260	PROF SVCS-COURT	54,098	122,328	547,900	22.33 %
100-2650-20-521300	TECHNICAL SERVICES	4,513	5,351	90,000	5.95 %
100-2650-20-523200	COMMUNICATIONS	286	961	1,500	64.07 %
100-2650-20-523300	ADVERTISING	-	-	500	- %
100-2650-20-523400	PRINTING & BINDING	509	509	500	101.79 %
100-2650-20-523600	DUES & FEES	-	-	1,000	- %
100-2650-20-523700	EDUCATION/TRAINING	-	-	2,000	- %
100-2650-20-523900	CONTRACTUAL SERVICES	-	-	1,500	- %
100-2650-20-523950	MERCHANT SVCS CHARGES	75	153	6,000	2.55 %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	521	1,456	1,500	97.04 %
100-2650-20-531300	HOSPITALITY	-	-	3,000	- %
Operations & Capital		60,002	130,758	655,400	19.95 %
TOTAL MUNICIPAL COURT		109,849	277,984	1,392,000	19.97 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	823,370	2,301,574	10,955,900	21.01 %
100-3210-30-511110	BONUSES	-	1,500	-	- %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	23,648	70,455	383,000	18.40 %
100-3210-30-511300	OVERTIME	47,645	158,541	800,000	19.82 %
100-3210-30-512101	HEALTH INSURANCE	126,855	377,427	1,736,800	21.73 %
100-3210-30-512102	DISABILITY INSURANCE	3,741	9,944	42,200	23.56 %
100-3210-30-512103	DENTAL INSURANCE	6,735	19,978	94,500	21.14 %
100-3210-30-512104	LIFE INSURANCE	6,608	20,550	85,100	24.15 %
100-3210-30-512200	SOCIAL SECURITY	53,474	151,228	752,700	20.09 %
100-3210-30-512300	MEDICARE	12,614	35,475	176,000	20.16 %
100-3210-30-512401	RETIREMENT 401A	96,054	266,624	1,314,700	20.28 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	38,899	116,331	547,800	21.24 %
100-3210-30-512500	TUITION REIMBURSEMENT	1,993	9,757	25,000	39.03 %
100-3210-30-512600	UNEMPLOYMENT TAX	22	106	30,700	0.34 %
100-3210-30-512700	WORKERS' COMPENSATION	181	146,141	417,400	35.01 %
Salaries & Benefits		1,241,836	3,685,632	17,361,800	21.23 %
100-3210-30-521200	PROFESSIONAL SERVICES	9,037	15,040	175,000	8.59 %
100-3210-30-521270	JAIL SERVICES	29,340	29,340	375,000	7.82 %
100-3210-30-521275	INMATE MEDICAL SERVICES	17,420	17,420	100,000	17.42 %
100-3210-30-521300	TECHNICAL SERVICES	248,746	507,240	1,000,000	50.72 %
100-3210-30-522100	CLEANING SERVICES	7,008	7,008	84,100	8.33 %
100-3210-30-522110	GARBAGE DISPOSAL	180	392	2,000	19.61 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	888	928	40,000	2.32 %
100-3210-30-522220	REP & MAINT-BUILDINGS	-	558	17,500	3.19 %
100-3210-30-522230	REP & MAINT-VEHICLES	46,691	125,775	350,000	35.94 %
100-3210-30-522310	BUILDING OPERATING LEASE	40,802	155,004	679,000	22.83 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	243	891	2,000	44.54 %
100-3210-30-523200	COMMUNICATIONS	14,081	48,289	180,000	26.83 %
100-3210-30-523250	POSTAGE	241	529	3,000	17.65 %
100-3210-30-523300	ADVERTISING	200	1,084	14,000	7.75 %
100-3210-30-523400	PRINTING & BINDING	1,213	1,480	7,000	21.14 %
100-3210-30-523500	TRAVEL	3,309	11,029	50,000	22.06 %
100-3210-30-523600	DUES & FEES	1,461	3,530	14,000	25.21 %
100-3210-30-523700	EDUCATION/TRAINING	2,488	15,253	60,000	25.42 %
100-3210-30-523900	CONTRACTUAL SERVICES	7,858	15,400	90,000	17.11 %
100-3210-30-523950	MERCHANT SVCS CHARGES	20	35	1,000	3.46 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	3,412	10,478	55,000	19.05 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	83	213	2,000	10.63 %
100-3210-30-531220	NATURAL GAS	918	1,840	17,000	10.82 %
100-3210-30-531230	ELECTRICITY	6,151	12,581	55,000	22.87 %
100-3210-30-531270	GASOLINE	33,346	65,302	475,000	13.75 %
100-3210-30-531300	HOSPITALITY	602	2,784	17,500	15.91 %
100-3210-30-531600	POLICE EQUIPMENT	33,729	63,861	175,000	36.49 %
100-3210-30-531750	UNIFORMS	4,651	20,994	166,000	12.65 %
100-3210-30-541200	SITE IMPROVEMENTS	-	4,766	50,000	9.53 %
100-3210-30-542200	VEHICLES	309,146	343,419	506,000	67.87 %
100-3210-30-542400	COMPUTER EQUIPMENT	-	5,895	-	- %
100-3210-30-579000	CONTINGENCIES	-	-	100,000	- %
Operations & Capital		823,265	1,488,357	4,867,100	30.58 %
TOTAL POLICE		2,065,101	5,173,990	22,228,900	23.28 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	588,162	1,603,797	7,322,700	21.90 %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	12,640	30,689	194,500	15.78 %
100-3510-30-511300	OVERTIME	23,696	86,318	400,000	21.58 %
100-3510-30-512101	HEALTH INSURANCE	106,637	319,195	1,620,000	19.70 %
100-3510-30-512102	DISABILITY INSURANCE	2,032	78,162	122,600	63.75 %
100-3510-30-512103	DENTAL INSURANCE	5,175	15,541	70,200	22.14 %
100-3510-30-512104	LIFE INSURANCE	4,532	13,596	55,400	24.54 %
100-3510-30-512200	SOCIAL SECURITY	36,599	100,974	490,900	20.57 %
100-3510-30-512300	MEDICARE	8,559	23,615	114,800	20.57 %
100-3510-30-512401	RETIREMENT 401A	65,285	182,584	878,700	20.78 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	26,489	79,985	366,100	21.85 %
100-3510-30-512500	TUITION REIMBURSEMENT	6,681	27,868	65,700	42.42 %
100-3510-30-512600	UNEMPLOYMENT TAX	41	66	31,700	0.21 %
100-3510-30-512700	WORKERS' COMPENSATION	1,340	55,210	154,900	35.64 %
Salaries & Benefits		887,867	2,617,598	11,888,200	22.02 %
100-3510-30-521200	PROFESSIONAL SERVICES	1,900	2,375	7,500	31.67 %
100-3510-30-521300	TECHNICAL SERVICES	13,296	66,053	87,100	75.84 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	1,317	4,710	57,000	8.26 %
100-3510-30-522220	REP & MAINT-BUILDINGS	4,167	8,699	70,000	12.43 %
100-3510-30-522230	REP & MAINT-VEHICLES	26,158	52,564	266,000	19.76 %
100-3510-30-523200	COMMUNICATIONS	3,406	11,594	48,000	24.15 %
100-3510-30-523400	PRINTING & BINDING	58	148	1,000	14.84 %
100-3510-30-523500	TRAVEL	86	1,377	10,000	13.77 %
100-3510-30-523600	DUES & FEES	80	245	15,000	1.63 %
100-3510-30-523700	EDUCATION/TRAINING	208	1,456	32,000	4.55 %
100-3510-30-523900	CONTRACTUAL SERVICES	5,157	15,470	139,100	11.12 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	2,296	10,946	63,300	17.29 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	2,485	12,879	102,500	12.56 %
100-3510-30-531210	WATER	1,710	2,817	25,000	11.27 %
100-3510-30-531220	NATURAL GAS	1,658	2,982	25,000	11.93 %
100-3510-30-531230	ELECTRICITY	5,265	11,218	52,000	21.57 %
100-3510-30-531270	GASOLINE	8,736	17,469	150,000	11.65 %
100-3510-30-531300	HOSPITALITY	119	1,044	4,100	25.46 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	1,235	2,591	50,000	5.18 %
100-3510-30-531750	UNIFORMS	3,233	21,839	101,300	21.56 %
100-3510-30-579000	CONTINGENCIES	-	-	200,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	-	-	988,800	- %
100-3510-30-582200	CAPITAL LEASE INTEREST	-	-	173,000	- %
Operations & Capital		82,570	248,477	2,667,700	9.31 %
TOTAL FIRE		970,437	2,866,074	14,555,900	19.69 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	6,420	17,975	84,700	21.22 %
100-3810-30-512101	HEALTH INSURANCE	58	173	9,000	1.92 %
100-3810-30-512102	DISABILITY INSURANCE	17	51	600	8.57 %
100-3810-30-512103	DENTAL INSURANCE	-	-	500	- %
100-3810-30-512104	LIFE INSURANCE	38	115	1,100	10.49 %
100-3810-30-512200	SOCIAL SECURITY	392	1,098	5,200	21.12 %
100-3810-30-512300	MEDICARE	92	257	1,200	21.41 %
100-3810-30-512401	401A RETIREMENT	770	2,157	10,100	21.36 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	321	963	4,200	22.93 %
100-3810-30-512600	UNEMPLOYMENT TAX	-	-	400	- %
100-3810-30-512700	WORKERS' COMPENSATION	-	26	200	13.09 %
Salaries & Benefits		8,108	22,816	117,200	19.47 %
100-3810-30-521200	PROFESSIONAL SERVICES	-	65,000	260,000	25.00 %
100-3810-30-521200 COV19	PROFESSIONAL SERVICES	3,060	21,134	-	- %
100-3810-30-521300	TECHNICAL SERVICES	-	-	7,000	- %
100-3810-30-522210	REP & MAINT-EQUIPMENT	122	122	5,000	2.44 %
100-3810-30-523200	COMMUNICATIONS	173	347	2,000	17.35 %
100-3810-30-523900 COV19	CONTRACTUAL SERVICES	12,941	29,628	-	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	132	132	30,000	0.44 %
100-3810-30-531100 COV19	GENERAL SUPPLIES & MATLS	31,236	66,646	-	- %
100-3810-30-531102	EMERGENCY EVENT RESPONSE	-	-	100,000	- %
100-3810-30-542100	MACHINERY & EQUIPMENT	-	-	10,000	- %
100-3810-30-572000	PAYMENTS TO OTHER AGENCIES	-	210,709	775,000	27.19 %
100-3810-30-579000	CONTINGENCY	-	-	25,000	- %
Operations & Capital		47,664	393,718	1,214,000	32.43 %
TOTAL EMERGENCY MANAGEMENT		55,773	416,535	1,331,200	31.29 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	188,327	525,944	2,633,720	19.97 %
100-4100-40-512101	HEALTH INSURANCE	28,783	86,574	385,200	22.48 %
100-4100-40-512102	DISABILITY INSURANCE	842	2,597	11,500	22.58 %
100-4100-40-512103	DENTAL INSURANCE	1,568	4,719	20,300	23.24 %
100-4100-40-512104	LIFE INSURANCE	1,854	5,725	25,000	22.90 %
100-4100-40-512200	SOCIAL SECURITY	11,195	31,276	163,332	19.15 %
100-4100-40-512300	MEDICARE	2,618	7,314	38,145	19.18 %
100-4100-40-512401	401A RETIREMENT	22,016	61,124	316,010	19.34 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	8,585	26,683	131,671	20.27 %
100-4100-40-512600	UNEMPLOYMENT TAX	-	-	13,167	- %
100-4100-40-512700	WORKERS' COMPENSATION	-	35,105	5,227	671.61 %
Salaries & Benefits		265,787	787,060	3,743,272	21.03 %
100-4100-40-521200	PROFESSIONAL SERVICES	-	-	75,000	- %
100-4100-40-521300	TECHNICAL SERVICES	-	101,118	150,200	67.32 %
100-4100-40-522230	REP & MAINT-VEHICLES	589	3,152	15,000	21.01 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	-	-	15,000	- %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	-	25,000	- %
100-4100-40-522270	SIDEWALK MAINTENANCE	-	-	25,000	- %
100-4100-40-522280	FIBER MAINTENANCE	4,358	10,008	30,000	33.36 %
100-4100-40-523200	COMMUNICATIONS	2,594	8,157	37,000	22.05 %
100-4100-40-523500	TRAVEL	-	-	7,500	- %
100-4100-40-523600	DUES & FEES	-	-	7,000	- %
100-4100-40-523700	EDUCATION/TRAINING	200	249	20,000	1.25 %
100-4100-40-523900	CONTRACTUAL SERVICES	314,150	667,202	4,648,000	14.35 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	602	1,325	30,000	4.42 %
100-4100-40-531235	STREET LIGHTS	720	241,073	1,475,000	16.34 %
100-4100-40-531270	GASOLINE	1,605	3,433	20,000	17.16 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	91	1,676	20,000	8.38 %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	404	5,000	8.07 %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	138	12,254	160,000	7.66 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	1,534	2,154	30,000	7.18 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	14,694	29,361	180,000	16.31 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	1,000	2,000	35,000	5.71 %
100-4100-40-531750	UNIFORMS	-	59	5,000	1.19 %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	-	-	175,000	- %
100-4100-40-579000	CONTINGENCIES	-	-	86,000	- %
Operations & Capital		342,274	1,083,623	7,275,700	14.89 %
TOTAL PUBLIC WORKS		608,061	1,870,683	11,018,972	16.98 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	7,164	21,274	103,900	20.48 %
100-4900-10-512101	HEALTH INSURANCE	504	1,511	7,900	19.12 %
100-4900-10-512102	DISABILITY INSURANCE	22	66	500	13.25 %
100-4900-10-512103	DENTAL INSURANCE	25	75	500	14.90 %
100-4900-10-512104	LIFE INSURANCE	50	149	900	16.56 %
100-4900-10-512200	SOCIAL SECURITY	421	1,253	6,400	19.58 %
100-4900-10-512300	MEDICARE	98	293	1,500	19.54 %
100-4900-10-512401	401A RETIREMENT	697	1,950	12,500	15.60 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	290	871	5,200	16.74 %
100-4900-10-512600	UNEMPLOYMENT TAX	-	-	500	- %
100-4900-10-512700	WORKERS' COMPENSATION	-	68	200	34.23 %
Salaries & Benefits		9,270	27,510	140,000	19.65 %
100-4900-10-521200	PROFESSIONAL SERVICES	230	230	90,000	0.26 %
100-4900-10-521300	TECHNICAL SERVICES	415	18,937	20,000	94.69 %
100-4900-10-523200	COMMUNICATIONS	36	195	1,000	19.52 %
100-4900-10-523700	EDUCATION/TRAINING	-	-	1,500	- %
100-4900-10-531100	GENERAL SUPPLIES & MATLS	-	-	1,000	- %
100-4900-10-531270	GASOLINE	-	-	3,700	- %
100-4900-10-531750	UNIFORMS	-	-	500	- %
Operations & Capital		681	19,362	117,700	16.45 %
TOTAL FLEET MANAGEMENT		9,950	46,873	257,700	18.19 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	61,138	169,589	846,300	20.04 %
100-6110-50-511200	PT/TEMP EMPLOYEES - GYM	4,387	9,343	-	- %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	3,580	17,853	150,000	11.90 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	6,779	21,950	120,000	18.29 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	1,310	7,661	82,000	9.34 %
100-6110-50-512101	HEALTH INSURANCE	8,015	23,599	102,000	23.14 %
100-6110-50-512102	DISABILITY INSURANCE	201	602	3,400	17.69 %
100-6110-50-512103	DENTAL INSURANCE	399	1,182	5,400	21.89 %
100-6110-50-512104	LIFE INSURANCE	451	1,352	7,200	18.78 %
100-6110-50-512200	SOCIAL SECURITY	-	3,774	74,300	5.08 %
100-6110-50-512300	MEDICARE	1,026	3,068	17,400	17.63 %
100-6110-50-512401	401A RETIREMENT	7,205	20,155	101,600	19.84 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	2,856	8,852	42,300	20.93 %
100-6110-50-512600	UNEMPLOYMENT TAX	20	125	4,200	2.98 %
100-6110-50-512700	WORKERS' COMPENSATION	-	12,251	15,700	78.03 %
Salaries & Benefits		97,367	301,354	1,571,800	19.17 %
100-6110-50-521300	TECHNICAL SERVICES	-	13,440	13,440	100.00 %
100-6110-50-522100	CLEANING SERVICES	5,600	5,600	68,000	8.24 %
100-6110-50-522220	REP & MAINT-BUILDINGS	9,167	9,654	55,000	17.55 %
100-6110-50-522230	REP & MAINT-VEHICLES	48	353	2,500	14.12 %
100-6110-50-522240	REP & MAINT-PARKS	9,961	31,046	235,000	13.21 %
100-6110-50-523200	COMMUNICATIONS	1,195	3,268	14,000	23.34 %
100-6110-50-523300	ADVERTISING	632	1,901	10,000	19.01 %
100-6110-50-523500	TRAVEL	-	-	1,000	- %
100-6110-50-523600	DUES & FEES	-	-	3,000	- %
100-6110-50-523700	EDUCATION/TRAINING	-	30	1,000	3.00 %
100-6110-50-523900	CONTRACTUAL SERVICES	187,835	203,989	974,200	20.94 %
100-6110-50-523950	MERCHANT SVCS CHARGES	293	880	12,500	7.04 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	141	818	6,000	13.64 %
100-6110-50-531102	PROGRAM SUPPLIES	476	1,610	25,000	6.44 %
100-6110-50-531210	WATER	16,579	26,912	75,000	35.88 %
100-6110-50-531220	NATURAL GAS	803	1,713	13,500	12.69 %
100-6110-50-531230	ELECTRICITY	11,335	23,635	165,000	14.32 %
100-6110-50-531270	GASOLINE	680	1,515	15,000	10.10 %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	-	1,724	35,000	4.93 %
100-6110-50-531750	UNIFORMS	-	-	3,000	- %
100-6110-50-579000	CONTINGENCIES	-	-	50,000	- %
Operations & Capital		244,746	328,089	1,777,140	18.46 %
TOTAL PARKS & RECREATION		342,113	629,443	3,348,940	18.80 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	167,864	460,349	2,237,200	20.58 %
100-7450-60-512101	HEALTH INSURANCE	29,460	85,487	372,600	22.94 %
100-7450-60-512102	DISABILITY INSURANCE	646	1,925	9,500	20.26 %
100-7450-60-512103	DENTAL INSURANCE	1,135	3,284	14,900	22.04 %
100-7450-60-512104	LIFE INSURANCE	1,393	4,149	20,300	20.44 %
100-7450-60-512200	SOCIAL SECURITY	9,974	27,451	138,700	19.79 %
100-7450-60-512300	MEDICARE	2,333	6,420	32,400	19.81 %
100-7450-60-512401	401A RETIREMENT	19,762	54,331	268,500	20.23 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	7,854	23,048	111,900	20.60 %
100-7450-60-512600	UNEMPLOYMENT TAX	10	10	11,200	0.09 %
100-7450-60-512700	WORKERS' COMPENSATION	171	29,855	4,500	663.43 %
Salaries & Benefits		240,601	696,308	3,221,700	21.61 %
100-7450-60-521300	TECHNICAL SERVICES	2,100	2,100	99,000	2.12 %
100-7450-60-522230	REP & MAINT-VEHICLES	875	1,700	15,000	11.33 %
100-7450-60-523200	COMMUNICATIONS	2,367	7,266	25,000	29.07 %
100-7450-60-523300	ADVERTISING	920	4,609	15,000	30.72 %
100-7450-60-523500	TRAVEL	-	555	13,000	4.27 %
100-7450-60-523600	DUES & FEES	162	1,152	10,000	11.52 %
100-7450-60-523700	EDUCATION/TRAINING	750	4,088	18,000	22.71 %
100-7450-60-523900	CONTRACTUAL SERVICES	8,490	8,490	75,000	11.32 %
100-7450-60-523950	MERCHANT SVCS CHARGES	6	12	1,000	1.20 %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	62	1,652	20,000	8.26 %
100-7450-60-531270	GASOLINE	1,610	3,312	23,000	14.40 %
100-7450-60-531300	HOSPITALITY	-	-	10,000	- %
100-7450-60-531750	UNIFORMS	229	604	10,000	6.04 %
Operations & Capital		17,572	35,540	334,000	10.64 %
TOTAL COMMUNITY DEVELOPMENT		258,173	731,848	3,555,700	20.58 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ECONOMIC DEVELOPMENT EXPENDITURES					
100-7520-60-511100	SALARIES	11,153	31,229	147,100	21.23 %
100-7520-60-512101	HEALTH INSURANCE	2,668	8,003	37,000	21.63 %
100-7520-60-512102	DISABILITY INSURANCE	42	127	700	18.18 %
100-7520-60-512103	DENTAL INSURANCE	158	473	2,200	21.48 %
100-7520-60-512104	LIFE INSURANCE	95	286	1,400	20.44 %
100-7520-60-512200	SOCIAL SECURITY	651	1,822	9,100	20.02 %
100-7520-60-512300	MEDICARE	152	426	2,100	20.29 %
100-7520-60-512401	401A RETIREMENT	1,338	3,748	17,600	21.29 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	558	1,673	7,400	22.61 %
100-7520-60-512600	UNEMPLOYMENT TAX	-	-	800	- %
100-7520-60-512700	WORKERS' COMPENSATION	-	755	300	251.65 %
Salaries & Benefits		16,815	48,542	225,700	21.51 %
100-7520-60-521205	PROF SVCS-OTHER	20,500	53,000	92,000	57.61 %
100-7520-60-521300	TECHNICAL SERVICES	-	190	-	- %
100-7520-60-523200	COMMUNICATIONS	79	240	1,000	23.95 %
100-7520-60-523300	ADVERTISING	5	70	18,700	0.37 %
100-7520-60-523500	TRAVEL	-	-	2,000	- %
100-7520-60-523600	DUES & FEES	190	497	15,100	3.29 %
100-7520-60-523700	EDUCATION/TRAINING	676	1,381	1,500	92.10 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	127	127	500	25.35 %
100-7520-60-531300	HOSPITALITY	-	-	3,000	- %
Operations & Capital		21,577	55,505	133,800	41.48 %
TOTAL ECONOMIC DEVELOPMENT		38,393	104,047	359,500	28.94 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	16,891	50,603	203,700	24.84 %
100-9000-90-582300	NOTE INTEREST EXPENSE	2,720	8,229	31,700	25.96 %
100-9000-90-611110	TRANSFER OUT TO PAC	-	403,685	1,614,740	25.00 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	337,708	1,013,125	4,052,500	25.00 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	11,190,000	20,948,650	53.42 %
100-9000-90-611561	XFER OUT TO STORMWATER	102,083	306,250	1,225,000	25.00 %
Operations & Capital		459,402	12,971,892	28,076,290	46.20 %
	TOTAL TRANSFERS	459,402	12,971,892	28,076,290	46.20 %
	TOTAL EXPENDITURES	\$6,175,473	\$28,525,272	\$102,682,675	27.78 %
GENERAL FUND - 100		(\$1,354,439)	(\$19,389,084)	(\$13,757,555)	140.93 %

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021**

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	473	9,296	75,000	12.39 %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	-	-	125,000	- %
	TOTAL FINES & FORFEITURES	473	9,296	200,000	4.65 %
	TOTAL REVENUES	\$473	\$9,296	\$200,000	4.65 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	-	1,705	-	- %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	15,788	85,075	200,000	42.54 %
	TOTAL POLICE	15,788	86,781	200,000	43.39 %
	TOTAL EXPENDITURES	\$15,788	\$86,781	\$200,000	43.39 %
CONFISCATED ASSET FUND - 210		(\$15,315)	(\$77,485)	\$-	- %



E911 FUND REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
215-0000-30-342500	ALL REVENUE	272,481	272,481	3,000,000	9.08 %
	TOTAL CHARGES & FEES	272,481	272,481	3,000,000	9.08 %
	TOTAL REVENUES	\$272,481	\$272,481	\$3,000,000	9.08 %
EMERGENCY MANAGEMENT EXPENDITURES					
215-3810-30-572000	PAYMENTS TO OTHER AGENCIES	272,481	272,481	3,000,000	9.08 %
	TOTAL EMERGENCY MANAGEMENT	272,481	272,481	3,000,000	9.08 %
	TOTAL EXPENDITURES	\$272,481	\$272,481	\$3,000,000	9.08 %
E911 FUND - 215		\$-	\$-	\$-	- %

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021**

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	9,559	55,770	150,000	37.18 %
	TOTAL CHARGES & FEES	9,559	55,770	150,000	37.18 %
	TOTAL REVENUES	\$9,559	\$55,770	\$150,000	37.18 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-523900	CONTRACTUAL SERVICES	-	-	234,000	- %
220-6240-00-541200	SITE IMPROVEMENTS	6,067	6,067	275,000	2.21 %
	TOTAL TREE FUND EXPENSE	6,067	6,067	509,000	1.19 %
	TOTAL EXPENDITURES	\$6,067	\$6,067	\$509,000	1.19 %
TREE FUND - 220		\$3,493	\$49,703	(\$359,000)	(13.84%)

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021**

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	22,429	31,516	445,000	7.08 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	19,007	19,896	50,000	39.79 %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	255,316	258,649	255,000	101.43 %
	TOTAL CHARGES & FEES	296,751	310,062	750,000	41.34 %
	TOTAL REVENUES	\$296,751	\$310,062	\$750,000	41.34 %
TRANSFERS EXPENDITURES					
225-0000-90-611351 PARKS	TRANSFER TO CAPITAL PROJECTS	-	-	698,652	- %
225-0000-90-611351 PUBSA	TRANSFER TO CAPITAL PROJECTS	-	-	50,000	- %
225-0000-90-611351 TRANS	TRANSFER TO CAPITAL PROJECTS	-	-	706,180	- %
	TOTAL TRANSFERS	-	-	1,454,832	- %
	TOTAL EXPENDITURES	\$-	\$-	\$1,454,832	- %
IMPACT FEE FUND - 225		\$296,751	\$310,062	(\$704,832)	(43.99%)

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	272	1,120	-	- %
	TOTAL INVESTMENT INCOME	272	1,120	-	- %
245-0000-60-331100 CARES	FEDERAL MATCHING GRANTS	-	-	293,157	- %
245-0000-60-331100 CDB19	FEDERAL MATCHING GRANTS	-	-	618,711	- %
245-0000-60-331100 CDB20	FEDERAL MATCHING GRANTS	-	-	653,208	- %
	TOTAL OTHER REVENUES	-	-	1,565,076	- %
	TOTAL REVENUES	\$272	\$1,120	\$1,565,076	0.07 %
CDBG-CARES EXPENDITURES					
245-5500-60-521240 ACT20	PROF SVCS-NON-PROFITS	-	100,000	228,157	43.83 %
245-5500-60-521240 ACT21	PROF SVCS-NON-PROFITS	-	-	40,000	- %
245-5500-60-521240 ACT22	PROF SVCS-NON-PROFITS	-	-	25,000	- %
	TOTAL CDBG-CARES	-	100,000	293,157	34.11 %
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400 AC181	INFRASTRUCTURE	91,241	221,818	1,170,103	18.96 %
245-7450-60-541400 AC182	INFRASTRUCTURE	366	429	2,280,000	0.02 %
	TOTAL COMMUNITY DEVELOPMENT BLO	91,607	222,247	3,450,103	6.44 %
CDBG FUND DEBT SERVICE EXPENDITURES					
245-8000-00-581300 ACT19	NOTE PRINCIPAL	-	-	653,208	- %
245-8000-00-582300 ACT19	NOTE INTEREST EXPENSE	-	40,608	40,608	100.00 %
	TOTAL CDBG FUND DEBT SERVICE	-	40,608	693,816	5.85 %
	TOTAL EXPENDITURES	\$91,607	\$362,855	\$4,437,076	8.18 %
CDBG FUND - 245		(\$91,335)	(\$361,735)	(\$2,872,000)	12.60 %



HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	160,788	366,814	2,550,800	14.38 %
	TOTAL TAXES	160,788	366,814	2,550,800	14.38 %
	TOTAL REVENUES	\$160,788	\$366,814	\$2,550,800	14.38 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	109,111	248,920	728,600	34.16 %
275-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	-	1,002,400	- %
275-9000-90-611850	TRANSFER TO HOSPITALITY	51,677	117,894	819,800	14.38 %
	TOTAL TRANSFERS	160,788	366,814	2,550,800	14.38 %
	TOTAL EXPENDITURES	\$160,788	\$366,814	\$2,550,800	14.38 %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %



RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	15,504	15,504	60,000	25.84 %
	TOTAL TAXES	15,504	15,504	60,000	25.84 %
	TOTAL REVENUES	\$15,504	\$15,504	\$60,000	25.84 %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	15,504	15,504	60,000	25.84 %
	TOTAL RMVET EXPENDITURES	15,504	15,504	60,000	25.84 %
	TOTAL EXPENDITURES	\$15,504	\$15,504	\$60,000	25.84 %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	SEPTEMBER MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
CAPITAL CONTINGENCY	C9999	-	-	-	7,825,115	7,825,115
		\$-	\$-	\$-	\$7,825,115	\$7,825,115
FACILITIES						
HERITAGE BLUESTONE BLDG	F0002	7,646	76,056	2,189,874	2,189,874	-
FIRE STATION	F0004	69,597	111,250	1,899,911	5,253,957	3,354,046
TROWBRIDGE FACILITY	F0005	2,600	93,656	2,158,026	2,260,000	101,974
BACK-UP E911 CALL CENTER	F0007	-	-	8,165	350,000	341,835
CULTURAL CENTER	F0008	7,650	12,750	12,750	2,500,000	2,487,250
PUBLIC SAFETY BUILDING	F0009	-	14,813	59,250	100,000	40,750
		\$87,493	\$308,525	\$6,327,975	\$12,653,831	\$6,325,855
CITY CENTER						
LAND ACQUISITON & DEMOLITION	CC001	-	20,950	34,026,466	35,240,213	1,213,747
UTILITIES RELOCATION	CC006	-	-	40,000	2,770,000	2,730,000
SANDY SPRINGS CIRCLE PHASE 2	CC010	512	1,250	6,174,615	8,087,570	1,912,954
FURNITURE FIXTURES & EQUIPMENT	CC011	-	-	7,770,465	7,834,555	64,090
		\$512	\$22,200	\$48,011,547	\$53,932,338	\$5,920,791
PARKS						
SS TENNIS CENTER	P0006	-	-	772,534	787,679	15,145
HAMMOND PARK IMPROVEMENTS	P0007	-	-	3,065,338	4,158,981	1,093,643
MORGAN FALLS OVERLOOK PARK	P0009	-	-	4,156,279	4,415,033	258,754
MORGAN FALLS ATHLETIC FIELDS	P0010	20,039	133,736	5,574,917	5,584,130	9,213
ALLEN ROAD PARK	P0013	82,724	69,752	372,719	440,415	67,696
CROOKED CREEK PARK	P0020	1,294	60,098	415,488	448,607	33,120
ISON SPRINGS ELEMENTARY (IGA)	P0025	1,960	3,070	132,690	250,000	117,310
CITY TRAIL CONSTRUCTION	P0028	-	-	7,420	750,000	742,580
RIVERSHORE FLOODPLAIN	P0029	-	-	19,900	125,000	105,100
TRIANGLE PARK	P0030	-	-	22,524	25,000	2,476
PARKLAND ACQUISITION	P0031	-	-	1,966,784	2,100,000	133,216
		\$106,017	\$266,656	\$16,506,593	\$19,084,845	\$2,578,252
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	720	720	232,241	8,406,826	8,174,585
CHATTAHOOCHEE RIVER BRIDGE	T0035	-	-	102,398	760,000	657,602
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	-	-	1,440,018	1,937,354	497,336
CARPENTER DR REALIGNMENT	T0046	11,678	19,882	3,392,901	3,436,199	43,297
HAMMOND PD GLENRIDGE ATMS	T0054	84,601	(25,599)	1,722,788	1,721,735	(1,053)
CITY CENTER TRANSPORTATION NETWORK	T0058	774	774	3,683,243	3,915,000	231,757
BIKE/PED/TRAIL DESIGN & IMPLEM	T0060	165	7,369	1,837,947	2,126,919	288,972
CITY SPRINGS STREETSCAPES	T0062	74,895	122,538	1,607,934	1,850,000	242,066
NORTH END REVITALIZATION	T0063	69,660	100,961	585,019	1,750,000	1,164,981
PEACHTREE @ TELFORD IMPROVEMENT	T0064	-	15,610	188,393	1,750,000	1,561,607
SIGNAL PREEMPTION EMERG RESPONSE	T0065	-	75,800	676,284	780,000	103,716
SR140 HOLCOMB @ SPALDING ROW	T0066	-	-	-	450,000	450,000
MT VERNON @ DUPREE SIGNAL	T0067	7,927	33,592	70,451	350,000	279,549
TRANSPORTATION MASTER PLAN	T0068	-	28,070	350,000	350,000	-
PEACHTREE-DUNWOODY@WINDSOR	T0069	4,150	4,150	155,525	1,200,000	1,044,475
ACCESS MANAGEMENT PLAN	T0070	-	-	-	100,000	100,000
		\$254,569	\$383,866	\$16,045,143	\$30,884,032	\$14,838,889
TRANSPORTATION						
WATER RELIABILITY PROGRAM	T2000	3,179	13,622	770,942	1,000,000	229,058
PAVEMENT MANAGEMENT PROGRAM	T3000	119,010	120,515	52,339,040	52,662,568	323,528
CITY BEAUTIFICATION PROGRAM	T4000	-	20,673	172,256	402,572	230,317
SIDEWALK PROGRAM	T6000	-	-	10,162,831	10,630,500	467,669
INTERSECTIONS & OPERATIONAL	T7000	2,680	33,667	5,799,914	6,391,048	591,134
GUARDRAIL REPLACEMENT PROGRAM	T7500	-	-	320,301	734,150	413,849
UNDERGROUND UTILITY PROGRAM	T8000	-	-	76,684	500,000	423,316
LAKE FORREST DAM MAINTENANCE	T9000	15,198	15,198	1,441,612	3,554,882	2,113,270
BRIDGE & DAM MAINTENANCE	T9100	-	-	132,000	200,000	68,000
TRAFFIC MANAGEMENT PROGRAM	T9500	86,463	93,121	5,618,621	6,386,507	767,886
TRAFFIC CALMING	T9600	-	27,243	305,906	354,823	48,917
		\$226,529	\$324,038	\$77,140,106	\$82,817,049	\$5,676,943



CAPITAL PROJECTS FUND EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021

11/12/2020

PROJECT DESCRIPTION	PROJ #	SEPTEMBER MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	750	11,535	149,913	222,500	72,587
INDOOR ART PROGRAM	A0002	-	-	5,000	100,000	95,000
		\$750	\$11,535	\$154,913	\$322,500	\$167,587
CAPITAL PROJECTS FUND - 351		\$675,870	\$1,316,821	\$164,186,277	\$207,519,710	\$43,333,433

PROJECT DESCRIPTION	PROJ #	SEPTEMBER MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		1,539,703	3,085,806	61,609,899	119,321,802	57,711,903
FEDERAL MATCHING GRANTS	TS131	-	-	-	4,500,000	4,500,000
INTEREST REVENUE		-	-	247,459	-	(247,459)
		\$1,539,703	\$3,085,806	\$61,857,358	\$123,821,802	\$61,964,444
TRANSPORTATION						
TIER 1 - UNCOMMITTED	TS100	-	-	-	560,631	560,631
TEI-Spalding@Dalrymple/Trowbridge	TS103	122,801	112,301	2,254,572	2,421,725	167,153
TEI-Roswell@GrogansFerry	TS105	102	136,379	775,181	5,700,000	4,924,819
TEI-Riverview@Northside	TS106	3,370	9,906	349,610	2,500,000	2,150,390
TEI-SCOOT Upgrade	TS107	15,812	15,812	1,506,169	1,550,000	43,831
TEI-Roswell@Dalrymple	TS108	5,299	5,468	205,898	1,110,000	904,102
TEI-MountParan@PowersFerry	TS110	450	450	354,329	2,500,000	2,145,671
TEI-Spalding@Pitts	TS111	-	975	258,179	258,179	-
TEI-MountVernon@LongIsland	TS115	-	-	91,937	91,937	-
LMC-PeachtreeDun Bike/Ped Trail	TS131	-	-	-	9,000,000	9,000,000
LMC-Central Parkway Sidewalk	TS136	-	-	15,899	15,899	-
LMC-JohnsonFerry:Glenridge/WellsFar	TS137	16,388	5,158	518,219	882,660	364,441
SWP-JohnsonFerry:Harleston/Glenridg	TS161	-	-	415,275	415,275	-
SWP-Windsor:PeachtreeDun/CityLimit	TS164	-	71,947	1,202,721	1,216,868	14,147
SWP-Northwood:Kingsport/Roswell	TS165	-	-	268,968	268,968	-
SWP-Spalding:SpaldingLake/Publix	TS166	-	447	781,287	1,418,537	637,250
SWP-BrandonMill:MarshCr/LostForest	TS167	-	119,602	1,308,733	1,666,086	357,353
SWP-Dalrymple:Princeton/Duncourtney	TS168	13,500	13,500	126,955	600,000	473,045
SWP-DunwoodyClub:Spalding/Fenimore	TS169	-	16,189	157,659	586,350	428,691
SWP-InterstateN:CityLimit/Northside	TS170	3,191	19,610	327,245	2,280,240	1,952,995
SWP-Roberts:Northridge/DavisAcademy	TS171	39,712	39,712	131,399	420,000	288,601
SWP-BrandonMill:LostForest/BrandonR	TS172	-	10,894	183,800	900,150	716,350
JohnsonFerry/MountVernon Efficiency	TS191	9,345	51,512	1,765,690	23,021,614	21,255,924
MountVernon Multiuse Path	TS192	-	19,375	1,024,258	9,873,198	8,848,940
Hammond Phase 1 (ROW/Design)	TS193	720	2,354	10,835,844	14,361,016	3,525,172
TIER 2 - UNCOMMITTED	TS200	-	-	-	4,555,707	4,555,707
GA-400 Trail System	TS201	-	-	-	5,500,000	5,500,000
Roberts Drive Multiuse Path	TS202	-	-	-	5,500,000	5,500,000
Roadway Maintenance and Paving	TS301	-	-	-	15,617,086	15,617,086
T-SPLOST ADMIN COSTS	TS999	46,766	149,754	3,366,437	9,029,677	5,663,239
		\$277,458	\$801,345	\$28,226,264	\$123,821,802	\$95,595,538
T-SPLOST PROJECTS FUND - 335		\$1,262,245	\$2,284,461	\$33,631,093	\$-	(\$33,631,093)

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021**

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	12	750,032	750,000	100.00 %
360-0000-10-362000	REALIZED GAIN/LOSS	-	(24,684)	-	- %
360-0000-10-389000	OTHER CONTRIBUTIONS	-	323,369	323,369	100.00 %
360-0000-10-391100	TRANSFER IN FROM GENERAL FUND	-	37,330,600	37,330,600	100.00 %
360-0000-10-391351	TRANSFER IN FROM CAPITAL PROJ	-	21,298,031	21,298,031	100.00 %
360-0000-10-391356	TRANSFER IN FROM IMPACT FEES	-	300,000	300,000	100.00 %
360-0000-10-392100	SALE OF ASSETS	-	9,283,250	9,000,000	103.15 %
360-0000-10-393100	REVENUE BOND PROCEEDS	-	171,400,000	171,400,000	100.00 %
TOTAL PUBLIC FACILITIES AUTH REVENU		12	240,660,598	240,402,000	100.11 %
360-9000-90-381100	CONTINGENT PAYMENT	-	1,519,120	-	- %
360-9000-90-391100	TRANSFER IN FROM GENERAL FUND	-	35,353,154	45,111,804	78.37 %
360-9000-90-393100	REVENUE BOND PROCEEDS	-	8,299,542	8,299,542	100.00 %
TOTAL PFA OTHER FINANCING USES		-	45,171,816	53,411,346	84.57 %
TOTAL REVENUES		\$12	\$285,832,414	\$293,813,346	97.28 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	10,929,219	11,029,219	11,190,000	98.56 %
TOTAL PUBLIC FACILITIES - PUB SAF		10,929,219	11,029,219	11,190,000	98.56 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	2	19,296,217	19,323,125	99.86 %
360-6220-00-541400	INFRASTRUCTURE	-	195,012,428	196,882,073	99.05 %
360-6220-00-541405	INFRASTRUCTURE - OTHER	-	636,909	775,000	82.18 %
360-6220-00-541410	INFRASTRUCTURE - SPECIAL	309	10,653,300	10,945,260	97.33 %
360-6220-00-579000	CONTINGENCIES	-	-	1,286,542	- %
TOTAL PUBLIC FACILITIES AUTH CONSTR		311	225,598,855	229,212,000	98.42 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	-	10,310,000	13,150,000	78.40 %
360-8000-00-582100	INTEREST EXPENSE	-	32,428,685	39,347,335	82.42 %
360-8000-00-584000	COSTS OF ISSUANCE	-	914,011	914,011	100.00 %
TOTAL PUBLIC FACILITIES AUTH DEBT		-	43,652,696	53,411,346	81.73 %
TOTAL EXPENDITURES		\$10,929,530	\$280,280,770	\$293,813,346	95.39 %
PUBLIC FACILITIES AUTHORITY - 360		(\$10,929,518)	\$5,551,644	\$-	- %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
555-0000-51-347600	MEMBERSHIPS	-	-	100,000	- %
555-0000-56-347900	TICKET REVENUE	-	-	1,456,800	- %
555-0000-56-347905	FACILITY/TICKET-HANDLING FEES	-	-	360,000	- %
555-0000-56-347910	FACILITY RENTALS	7,276	8,296	770,000	1.08 %
555-0000-55-347920	F&B REVENUE	867	3,640	547,100	0.67 %
	TOTAL CHARGES & FEES	8,143	11,936	3,233,900	0.37 %
555-0000-56-389000	OTHER CONTRIBUTIONS	200	642	263,000	0.24 %
555-0000-56-389900	MISCELLANEOUS INCOME	2,920	9,705	70,600	13.75 %
	TOTAL MISCELLANEOUS	3,120	10,347	333,600	3.10 %
555-0000-90-391100	TRANSFER IN FROM GENERAL FUND	-	403,685	1,614,740	25.00 %
	TOTAL OTHER FINANCING SOURCES	-	403,685	1,614,740	25.00 %
555-0000-50-336000	PROGRAMMING GRANT	-	-	603,020	- %
	TOTAL OTHER REVENUES	-	-	603,020	- %
	TOTAL REVENUES	\$11,263	\$425,968	\$5,785,260	7.36 %
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	101,796	285,030	1,553,000	18.35 %
555-6191-51-511200	PT/TEMP EMPLOYEES	-	-	205,300	- %
555-6191-51-512101	HEALTH INSURANCE	14,372	44,435	188,500	23.57 %
555-6191-51-512102	DISABILITY INSURANCE	354	1,032	6,800	15.18 %
555-6191-51-512103	DENTAL INSURANCE	645	2,020	8,800	22.96 %
555-6191-51-512104	LIFE INSURANCE	796	2,320	12,300	18.86 %
555-6191-51-512200	SOCIAL SECURITY	6,069	16,993	110,500	15.38 %
555-6191-51-512300	MEDICARE	1,419	3,974	25,800	15.40 %
555-6191-51-512401	401A RETIREMENT	12,216	32,900	186,400	17.65 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	4,507	12,621	77,700	16.24 %
555-6191-51-512600	UNEMPLOYMENT TAX	-	-	8,900	- %
555-6191-51-512700	WORKERS' COMPENSATION	-	-	3,600	- %
555-6191-51-521250	PROF SVCS-LEGAL	-	-	20,000	- %
555-6191-51-521300	TECHNICAL SERVICES	4,339	10,309	96,780	10.65 %
555-6191-51-522100	CLEANING SERVICES	-	-	50,000	- %
555-6191-51-523200	COMMUNICATIONS	1,324	2,882	79,160	3.64 %
555-6191-51-523300	ADVERTISING	1,200	3,400	180,000	1.89 %
555-6191-51-523350	PROMOTIONS	-	-	50,000	- %
555-6191-51-523400	PRINTING & BINDING	-	-	9,500	- %
555-6191-51-523500	TRAVEL	-	-	9,050	- %
555-6191-51-523600	DUES & FEES	95	421	5,500	7.65 %
555-6191-51-523700	EDUCATION/TRAINING	-	-	3,900	- %
555-6191-51-523800	LICENSES	-	-	6,400	- %
555-6191-51-523900	CONTRACTUAL SERVICES	-	-	11,000	- %
555-6191-51-523950	MERCHANT SVCS CHARGES	210	742	24,000	3.09 %
555-6191-51-531100	GENERAL SUPPLIES & MATLS	158	184	6,650	2.77 %
555-6191-51-531300	HOSPITALITY	-	-	5,000	- %
555-6191-51-531750	UNIFORMS	-	-	4,000	- %
555-6191-51-541200	SITE IMPROVEMENTS	-	-	25,000	- %
555-6191-51-542100	MACHINERY & EQUIPMENT	-	-	155,000	- %
555-6191-51-542300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-579000	CONTINGENCIES	-	-	40,000	- %
	TOTAL ARTS CENTER - ADMINISTRATION	149,500	419,263	3,188,540	13.15 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - THEATRE EXPENDITURES					
555-6192-52-521200	PROFESSIONAL SERVICES	-	-	100,000	- %
555-6192-52-522220	REP & MAINT-BUILDINGS	5,044	5,296	103,000	5.14 %
555-6192-52-522330	OTHER RENTALS	-	-	50,600	- %
555-6192-52-523300	ADVERTISING	-	17	122,000	0.01 %
555-6192-52-523850	ARTIST FEES	-	1,000	780,000	0.13 %
555-6192-52-523900	CONTRACTUAL SERVICES	(1,180)	(1,652)	127,170	(1.30%)
555-6192-52-531100	GENERAL SUPPLIES & MATLS	28	33	26,500	0.13 %
555-6192-52-531300	HOSPITALITY	-	-	37,800	- %
555-6192-52-531500	COSTS OF GOODS SOLD	2,448	6,628	70,300	9.43 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	-	1,637	72,000	2.27 %
555-6192-52-531700	OTHER SUPPLIES	-	-	4,500	- %
TOTAL ARTS CENTER - THEATRE		6,341	12,959	1,493,870	0.87 %

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - CONFERENCE CTR EXPENDITURES					
555-6193-53-522220	REP & MAINT-BUILDINGS	-	-	20,000	- %
555-6193-53-523900	CONTRACTUAL SERVICES	3,065	3,655	38,000	9.62 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	-	1,008	51,000	1.98 %
555-6193-53-531500	COSTS OF GOODS SOLD	-	-	80,400	- %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	-	-	35,000	- %
555-6193-53-531700	OTHER SUPPLIES	194	194	8,000	2.42 %
TOTAL ARTS CENTER - CONFERENCE CTR		3,259	4,856	232,400	2.09 %



CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - EDUCATION PROGRM EXPENDITURES					
555-6194-54-521200	PROFESSIONAL SERVICES	-	-	100,000	- %
555-6194-54-523300	ADVERTISING	-	-	45,000	- %
555-6194-54-523700	EDUCATION ASSISTANCE	-	-	40,000	- %
555-6194-54-523850	PROGRAMMING	-	-	28,500	- %
555-6194-54-531300	HOSPITALITY	-	-	5,300	- %
555-6194-54-531700	OTHER SUPPLIES	-	-	600	- %
TOTAL ARTS CENTER - EDUCATION PROG		-	-	219,400	- %



CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	-	-	102,200	- %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	-	-	19,600	- %
555-6195-55-531300	HOSPITALITY	-	-	3,800	- %
555-6195-55-531350	SPECIAL EVENTS	2,200	14,100	454,450	3.10 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	2,000	- %
TOTAL ARTS CENTER - SPECIAL EVENTS		2,200	14,100	582,050	2.42 %



CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - HERITAGE EXPENDITURES					
555-6196-56-521200	PROFESSIONAL SERVICES	2,660	2,660	24,000	11.08 %
555-6196-56-522210	REP & MAINT-EQUIPMENT	-	-	5,000	- %
555-6196-56-523300	ADVERTISING	-	-	20,000	- %
555-6196-56-531100	GENERAL SUPPLIES & MATLS	-	216	10,000	2.16 %
555-6196-56-531600	SMALL TOOLS & EQUIPMENT	-	-	10,000	- %
TOTAL ARTS CENTER - HERITAGE		2,660	2,876	69,000	4.17 %
TOTAL EXPENDITURES		\$163,960	\$454,054	\$5,785,260	7.85 %
CREATE SANDY SPRINGS - 555		(\$152,697)	(\$28,087)	\$-	- %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021**

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	102,083	12,356,250	13,275,000	93.08 %
	TOTAL OTHER FINANCING SOURCES	102,083	12,356,250	13,275,000	93.08 %
	TOTAL REVENUES	\$102,083	\$12,356,250	\$13,275,000	93.08 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	3,720	781,759	1,015,476	76.98 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	-	34,017	136,066	25.00 %
561-4250-40-541450	STORMWATER IMPROVEMENT	56,912	6,887,782	9,212,549	74.77 %
561-4250-40-541450 GREEN	STORMWATER IMPROVEMENT	-	-	285,000	- %
561-4250-40-541450 MABRY	STORMWATER IMPROVEMENT	-	1,556,996	1,556,996	100.00 %
	TOTAL STORMWATER CAPITAL MAINT &	60,631	9,260,555	12,206,088	75.87 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	3,939	104,686	99,134	105.60 %
561-4320-40-522240	REP & MAINT-OTHER	-	1,083,559	1,182,919	91.60 %
561-4320-40-523900	CONTRACTUAL SERVICES	-	167,567	187,541	89.35 %
561-4320-40-542100	MACHINERY & EQUIPMENT	-	56,697	66,697	85.01 %
	TOTAL STORMWATER OPERATIONS	3,939	1,412,509	1,536,291	91.94 %
	TOTAL EXPENDITURES	\$64,570	\$10,673,064	\$13,742,379	77.67 %
STORMWATER FUND - 561		\$37,513	\$1,683,186	(\$467,379)	(360.13%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 03, SEPTEMBER FY 2021**

11/12/2020

GL ACCOUNT	DESCRIPTION	SEPTEMBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
840-0000-10-389000	CONTRACT PAYMENTS	-	-	600,000	- %
	TOTAL MISCELLANEOUS	-	-	600,000	- %
	TOTAL REVENUES	\$-	\$-	\$600,000	- %
DEVELOPMENT AUTHORITY EXPENDITURES					
840-1595-10-521240	PROF SVCS-NON-PROFITS	-	-	50,000	- %
840-1595-10-523100	PROPERTY & LIABILITY INS	-	10	2,500	0.40 %
840-1595-10-523500	TRAVEL	-	-	200	- %
840-1595-10-523700	EDUCATION/TRAINING	-	-	500	- %
	TOTAL DEVELOPMENT AUTHORITY	-	10	53,200	0.02 %
TRANSFERS EXPENDITURES					
840-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	600,000	- %
	TOTAL TRANSFERS	-	-	600,000	- %
	TOTAL EXPENDITURES	\$-	\$10	\$653,200	- %
DEVELOPMENT AUTHORITY - 840		\$-	(\$10)	(\$53,200)	0.02 %