



SANDY SPRINGS

GEORGIA

CITY COUNCIL

CITY HALL · STUDIO THEATER

1 GALAMBOS WAY, SANDY SPRINGS, GEORGIA 30328

Rusty Paul, Mayor

John Paulson – District 1

Steve Soteres – District 2

Chris Burnett – District 3

Jody Reichel – District 4

Tibby DeJulio – District 5

Andy Bauman – District 6

Tuesday, December 15, 2020

Regular Meeting Agenda

Following Work Session

The December 15, 2020 City Council Meetings will be held virtually.

Live-stream: Sandy Springs Facebook: <https://www.facebook.com/SandySpringsGA/>
Zoom Webinar: <http://spr.gs/mcc12152020>

Teleconference: **Dial Options** (for higher quality, dial a number based on your current location):

- 1 312 626 6799
- 1 346 248 7799
- 1 646 558 8656
- 1 669 900 9128
- 1 301 715 8592
- 1 253 215 8782

Webinar ID: 810 9716 5488

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. 2020-324 Meeting Minutes

December 1, 2020 City Council Work Session

December 1, 2020 City Council Regular Meeting

B. 2020-325 Request for Mayor and City Council Consideration of Acceptance of a Temporary Driveway Easement Agreement on Property Located in Land Lot 15 of the 17th District, City of Sandy Springs, Fulton County, Georgia

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

- C. **2020-326** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Real Estate on Property Located in Land Lot 383 of the 6th District, City of Sandy Springs
(Presented by William H. Martin Jr., AIA, Public Works Director)
- D. **2020-327** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Real Estate on Property Located in Land Lot 384 of the 18th District, City of Sandy Springs
(Presented by William H. Martin Jr., AIA, Public Works Director)
- E. **2020-328** Request for Mayor and City Council Consideration of Acceptance of a Permanent Drainage Easement on Property Located in Land Lot 176 of the 17th District, City of Sandy Springs
(Presented by William H. Martin Jr., AIA, Public Works Director)

VII. Presentations

VIII. Public Hearing

- A. **2020-329** ABL_72826 Approval of Alcoholic Beverage License Application for Gadsden Market, LLC DBA Quick Shop, 156 Northwood Dr. Ste A, Sandy Springs, GA 30342. Applicant is Griselda Gonzaga for Retail/Package Malt Beverages
(Presented by Toni Jo Howard, Finance Director)
- B. **2020-330** ABL_72553 - Approval of Alcoholic Beverage License Application for Apron & Ladle, LLC DBA Apron & Ladle 227 Sandy Springs Place Suite #506, Sandy Springs, GA 30328. Applicant is Nikitas Panagopoulos for Consumption, Wine and Malt Beverages
(Presented by Toni Jo Howard, Finance Director)
- C. **2020-331** ALB_72626 - Approval of Alcoholic Beverage License Application for Paradise Lounge, LLC DBA Paradise Lounge, LLC 4990 Roswell Rd NE, Sandy Springs, GA 30342. Applicant is Julius Anthony Bolton for Consumption of Wine, Malt Beverages and Distilled Spirits
(Presented by Toni Jo Howard, Finance Director)

IX. New Business

- A. **2020-332** Request for Mayor and City Council Consideration of a Resolution to Approve a Contract Award to Conduct a Strategic Housing Action Plan and to Authorize the City Manager to Execute the Contract
(Presented by Kristin Smith, Assistant City Manager)

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- B. **2020-333** Request for Mayor and City Council Consideration of Approval of a Contract with Site Engineering, Inc. for 5759 Riverside Drive Drainage Improvement Project
(Presented by William H. Martin Jr., AIA, Public Works Director)
- C. **2020-334** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way, Permanent Construction and Maintenance of Slopes Easement and Temporary Construction Easement on Property that Lies within Land Lot 204 of the 17th District
(Presented by William H. Martin Jr., AIA, Public Works Director)
- D. **2020-335** Request For Mayor And City Council Consideration of a Resolution to Approve the Appropriation of Certain Property Rights and Interests Located at 5335 Northside Drive NW, Fulton County, Georgia, Parcel ID: 17 0204 LL0074 through the Use of Eminent Domain
(Presented by Dan Lee, City Attorney)
- E. **2020-336** Request for Mayor and City Council to Approve Memorandum of Agreement by and Between the City of Sandy Springs and the City of Sandy Springs Development Authority in Furtherance of Economic Development; to Authorize the City Manager to Execute Same; and for Other Purposes
(Presented by Dan Lee, City Attorney)
- F. **2020-337** Request For Mayor And City Council Consideration of Approval of a Consent Order Between the Georgia Department of Natural Resources, Environmental Protection Division and the City of Sandy Springs Related to Georgia Safe Dams Act of 1978 and Lake Forrest Dam
(Presented by Dan Lee, City Attorney)
- G. **2020-338** Request for Mayor and City Council Consideration of a Resolution Appointing Members to the Charter Commission for the City of Sandy Springs, Georgia
(Presented by Rusty Paul, Mayor)

X. Reports

- A. **2020-339** Mayor and Council Report
- B. **2020-340** Staff Reports
 - 1. October 2020 Unaudited Financials

XI. Executive Session

- A. **2020-341** Personnel, Real Estate & Litigation

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SANDY SPRINGS

GEORGIA

XII. Adjournment

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

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: November 20, 2020 Submission for the December 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Temporary Driveway Easement Agreement on Property Located in 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 Temporary Driveway Easement on that tract of land lying and located in Land Lot 15 of the 17th District, Fulton County, Georgia. The property owners are Robert and Sheri Cole located at 5170 Peachtree Dunwoody Road, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of a Temporary Driveway Easement (TDWE) on this property is necessary in order to construct the Peachtree Dunwoody at Telford Road Improvement Project. The property owner has agreed to grant a temporary driveway easement for the necessary land interests required to construct the proposed project.

Discussion:

The Temporary Driveway Easement is considered a mutual benefit to the property owner and the City, therefore, compensation to the owner was not necessary.

Financial Impact:

N/A

Alternatives:

N/A

Attachments:

1. Aerial Map and Property Profile
2. Executed Temporary Driveway Easement with Exhibits
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 0015 LL0784
COLE ROBERT S & SHERI R

- enter a parcel id -



Parcel

Parcel ID:	17 0015 LL0784
Property Location:	5170 PEACHTREE DUNWOODY RD
Unit:	
City:	SANDY SPRINGS
Neighborhood:	1766
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	1.0678
Zoning:	R3A-
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:	2-ABOVE STREET/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

Tax District	59
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Owners

Owners:	COLE ROBERT S & SHERI R
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Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
COLE ROBERT S & SHERI R	HF01	
5170 PEACHTREE DUNWOODY RD		
SANDY SPRINGS GA 30342		

Sales

Sale Date:	Sale Price:
24-JUL-08	\$3,000,000
26-NOV-07	\$0
10-SEP-04	\$0
10-SEP-04	\$415,000

Sale Details

1 of 4

Grantor:	OSTA GHADA S.
Grantee:	COLE ROBERT S & SHERI R
Sales Date:	24-JUL-08
Sale Price Sale Validity:	8 : Not Typical of Market Conditions
Sale Source:	6 : PT61
Sales Type:	:
Sale Flag:	
Deed Book:	47040

Deed Page: 0422
Deed Type: WD

Residential

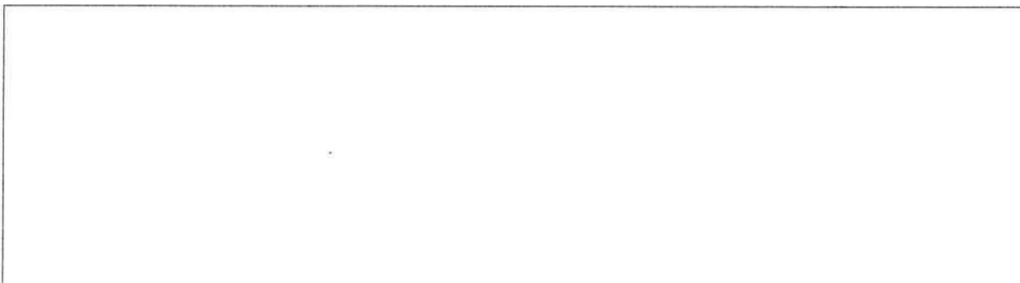
Card: 1
Stories: 2
Year Built: 2007
Effective Year Built:
Remodeled Year:
Living Area: 10,290
Total Living Area: 10,290
Total Rooms: 12
Bedrooms: 7
Family Rooms: 2
Attic: 1-NONE
Basement LA: 1000
Basement Rec Area:
Full Baths: 8
Half Baths: 0
Additional Fixtures: 15
Total Fixtures: 39
Pre Fab Fireplace:
Masonry Fireplaces:
Grade: X+
CDU: EX
% Complete

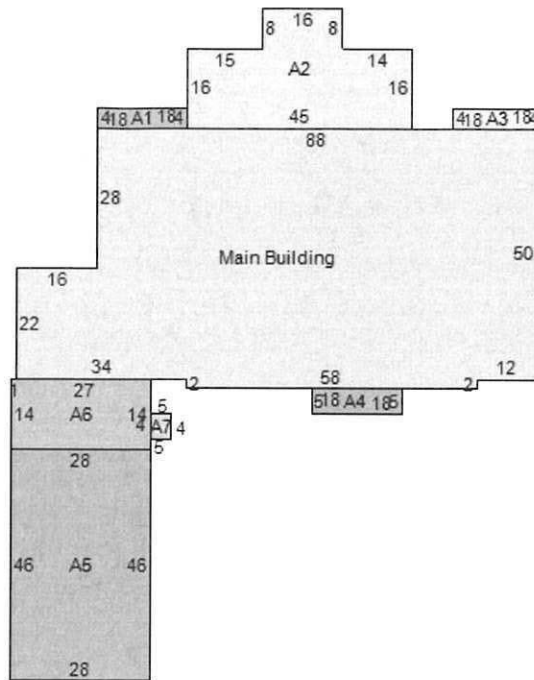
Additions

Addition Number:	Description:	Area
0	---	4,868
1	-MG/BG MASONRY/BRICK GARAGE--	72
2	-OFP OPEN FRAME PORCH--	848
3	-ISMAS MASONRY--	72
4	OFP OPEN FRAME PORCH-MABAY MASONRY BAY-OFP OPEN FRAME PORCH-	90
5	OFP OPEN FRAME PORCH-WDDCK WOOD DECKS--	1,288
6	OFP OPEN FRAME PORCH-MABAY MASONRY BAY-OFP OPEN FRAME PORCH-	392
7	-OMP OPEN MASONRY PORCH--	20

Land

Line Number: 1
Land Type: S - SQUARE FOOT
Land Code: 1
Square Feet: 46,512
Acres: 1.0678





Item	Area
Main Building	4868
A1 - 23:MG/BG MASONRY/BRICK GARAGE	72
A2 - 11:OFP OPEN FRAME PORCH	848
A3 - 20:1SMAS MASONRY	72
A4 - 11/25/11:OFP OPEN FRAME PORCH/MABAY MASONRY BAY/OFP OPEN FRAME PORCH	90
A5 - 11/31:OFP OPEN FRAME PORCH/WDDCK WOOD DECKS	1288
A6 - 11/25/11:OFP OPEN FRAME PORCH/MABAY MASONRY BAY/OFP OPEN FRAME PORCH	392
A7 - 21:OMP OPEN MASONRY PORCH	20

Please return to:
Daniel W. Lee, City Attorney
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
770-730-5600

Cross-Reference:
Deed Book 47040 Page 422

TEMPORARY DRIVEWAY EASEMENT
(5170 Peachtree Dunwoody Rd)

STATE OF GEORGIA
COUNTY OF FULTON

THIS TEMPORARY DRIVEWAY EASEMENT AGREEMENT is made and entered into this 19th day of November, 2020, between SHERI R. COLE AND ROBERT S. COLE as GRANTORS, 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 15 of 17TH District of Fulton County, Georgia, having a street address of 5170 Peachtree Dunwoody Road, Parcel No: 17-0015-LL-078-4 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, GRANTEE is coordinating with the GRANTORS for the improvement of certain public roadway improvements along Peachtree Dunwoody Road at Telford (the "Project"); and,

WHEREAS, the Project as proposed includes certain portions of GRANTORS' Property and the GRANTEE desires that GRANTORS grant to the GRANTEE a temporary driveway easement as more particularly described herein on and across GRANTORS' Property in furtherance of the Project; and,

WHEREAS, GRANTORS are amenable to granting such easement only subject to the terms and provisions of this Agreement,

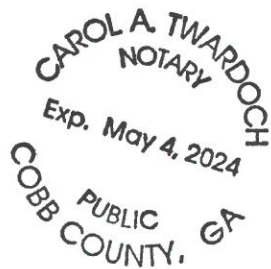
NOW, THEREFORE, for and in consideration of the sum of one dollar and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, GRANTORS and GRANTEE hereby agree as follows:

- 1) GRANTORS hereby grant and convey to GRANTEE the right and privilege of a Temporary Driveway Easement (the "Temporary Driveway Easement") across that portion of GRANTORS' Property more particularly described on Exhibit "A" for public roadway improvements as illustrated on the plat attached hereto as Exhibit "B" all of which are attached hereto and made part hereof by reference.

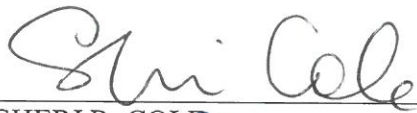
- 2) The purpose of the Temporary Driveway Easement is to allow GRANTEE and/or its contractors, construction vehicles, and equipment access to the Property for the purpose of use in the construction and installment of improvements and other purposes reasonable related to the Project
- 3) To the extent allowable by law, the GRANTEE agrees to hold GRANTORS harmless against any and all third party liability resulting from the GRANTEE'S use of the Temporary Driveway Easement during the term thereof.

GRANTORS reserves for themselves, their successors, assigns and invitees the right at all times to access the remainder of GRANTORS' Property by way of ingress and egress on the designated driveway as shown on Exhibit "B" over and across the Temporary Driveway Easement. During the construction of the Project, GRANTORS 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 GRANTORS' continued use and enjoyment of the remainder of GRANTORS' Property.

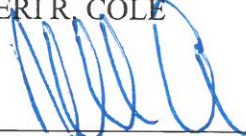
IN WITNESS WHEREOF GRANTORS have hereunto set their hands and seals as of the day and year above written.



GRANTORS:



SHERI R. COLE



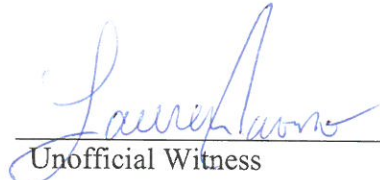
ROBERT S. COLE

Signed, sealed and delivered in the presence of:



Notary Public

My Commission Expires: 5-4-24



Unofficial Witness

EXHIBIT "A"

TEMPORARY DRIVEWAY EASEMENT

LEGAL DESCRIPTION

**ROBERT S & SHERI R COLE
REQ'D EASM'T FOR THE CONSTR OF DRIVES**

COMMENCING AT STATION 201+31.00 PER ROW PLANS DATED 6/26/2020 RUNNING
THENCE N 43°49'35.9" W A DISTANCE OF 13.86 FEET TO A POINT 31.50 FEET LEFT OF AND
OPPOSITE STATION 201+43.00 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR
PEACHTREE DUNWOODY ROAD; THENCE N 79°02'56.8" W A DISTANCE OF 7.16 FEET TO A
POINT 38.00 FEET LEFT OF AND OPPOSITE STATION 201+46.00 ON SAID CONSTRUCTION
CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD; THENCE N 13°49'27.3" W A
DISTANCE OF 19.00 FEET TO A POINT 38.00 FEET LEFT OF AND OPPOSITE STATION
201+65.00 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE
DUNWOODY ROAD; THENCE N 66°42'48.4" E A DISTANCE OF 6.08 FEET TO A POINT 32.00
FEET LEFT OF AND OPPOSITE STATION 201+66.00 ON SAID CONSTRUCTION CENTERLINE
LAID OUT FOR PEACHTREE DUNWOODY ROAD; THENCE N 25°58'52.8" E A DISTANCE OF
7.81 FEET TO A POINT 27.00 FEET LEFT OF AND OPPOSITE STATION 201+72.00 ON SAID
CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD; THENCE N
39°40'44.8" E A DISTANCE OF 3.53 FEET TO A POINT 24.17 FEET LEFT OF AND OPPOSITE
STATION 201+74.10 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE
DUNWOODY ROAD; THENCE S 13°17'08.5" E A DISTANCE OF 43.10 FEET BACK TO THE
POINT OF BEGINNING.

SAID REQ'D EASM'T FOR THE CONSTR OF DRIVES CONTAINING 378.11 SF (0.009 ACRES).

12/2/2008

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A TEMPORARY DRIVEWAY 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 Temporary Driveway Easement by the City of Sandy Springs for property located at 5170 Peachtree Dunwoody Road owned by Sheri and Robert Cole 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 Temporary Driveway Easement on property located in Land Lot 15 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 15th day of December, 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: November 23, 2020 Submission for the December 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Real Estate on Property Located in Land Lot 383 of the 6th District, City of Sandy Springs

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate on that tract of land lying and located in Land Lot 383 of the 6th District, Fulton County, Georgia. The property owner is Elizabeth Whitcomb, 960 Fenimore, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 100.23 square feet of Temporary Construction Easement on the Whitcomb property is necessary in order to construct the Dunwoody Club Drive Sidewalk Project.

Discussion:

The property owner has elected to donate the required Temporary Construction Easement rights needed to construct the project.

Financial Impact:

The appraised fair market value of the Temporary Construction Easement rights needed to construct the project is \$500.00. The property owner has agreed to donate these easement rights at no cost to the City.

Alternatives:

N/A

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement to Donate TCE- Whitcomb
4. RESOLUTION



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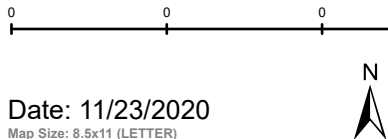
Date: 11/23/2020
Map Size: 8.5x11 (LETTER)



Agreement to Donate Temporary Construction Easement - Whitcomb

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: 11/23/2020
Map Size: 8.5x11 (LETTER)

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AGREEMENT TO DONATE 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 grants to the City of Sandy Springs an option to acquire 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", attached hereto and made a part hereof by reference.

With the donation of Temporary Construction Easement rights with a fair market value of **\$500.00 (Five Hundred Dollars and no/100)**, the Undersigned agrees to execute and deliver to the City of Sandy Springs, Temporary Construction Easement rights on the lands owned by the undersigned as reflected on the attached Exhibit "A".

* * * * *

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

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

100.23 sf **Temporary Construction Easement**

- 3) All Temporary easements 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.
- 4) 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 17 day of November, 2020.

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

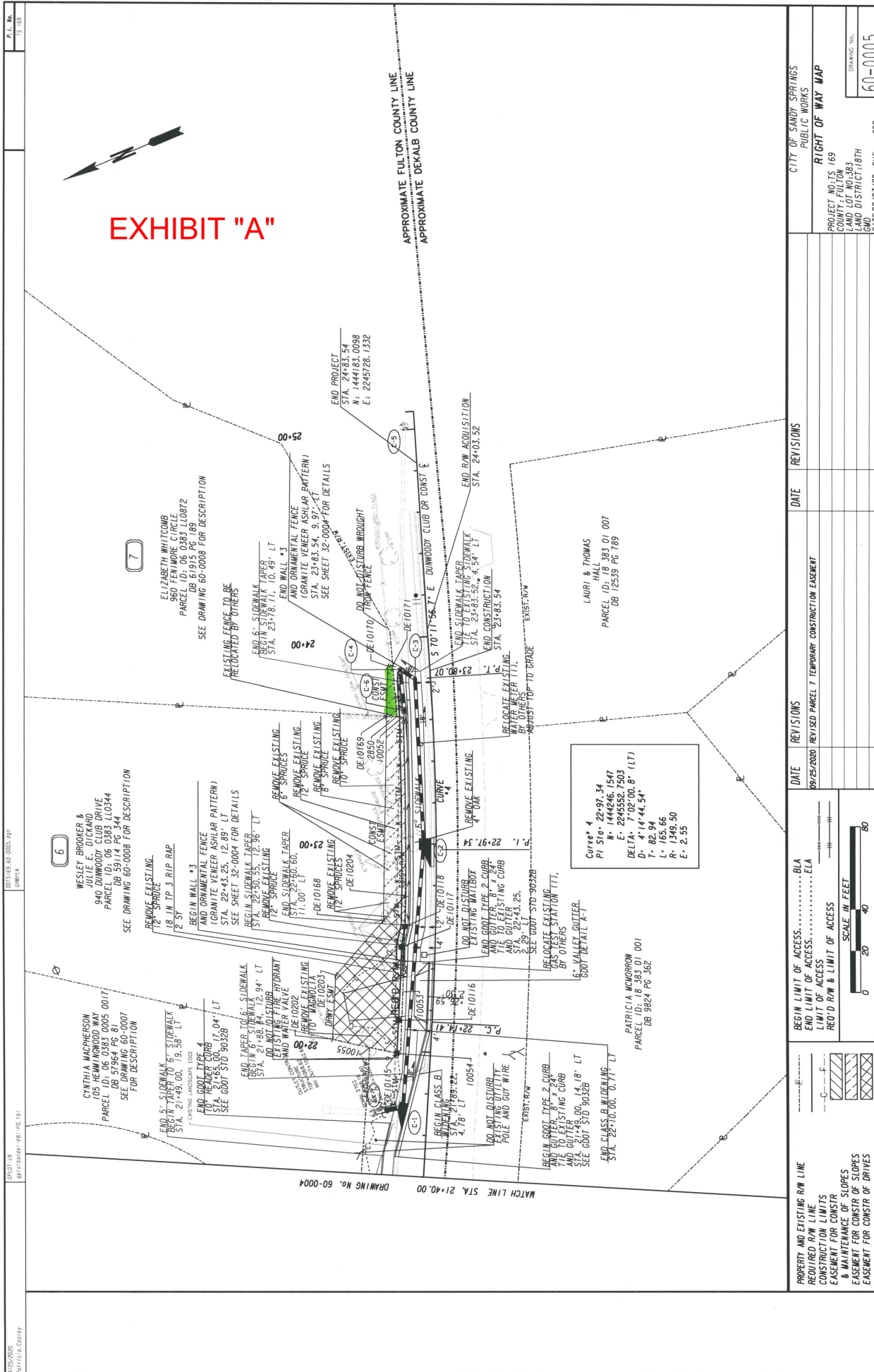
[Signature]
Witness

[Signature] (L.S.)
Elizabeth Whitcomb

[Signature]
Notary Public



APPROXIMATE FULTON COUNTY LINE
APPROXIMATE DEKALB COUNTY LINE



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSR & MAINTENANCE OF SLOPES EASEMENT FOR CONSR OF SLOPES EASEMENT FOR CONSR OF DRIVES	-----E----- -----C-----F-----   	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REC'D R/W & LIMIT OF ACCESS		DATE 09/25/2025	REVISIONS REVISED PARCEL 7 TEMPORARY CONSTRUCTION EASEMENT	DATE 	REVISIONS 	CITY OF SANDY SPRINGS PUBLIC WORKS	RIGHT OF WAY MAP PROJECT NOTIS 169 CADD LOT 100B3 CADD LOT 100B3 LAND DISTRICT 18TH LAND DISTRICT 18TH GND GND	DRAWING NO. 60-0005
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EXHIBIT "B"

[illegible]

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE REAL ESTATE
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 Temporary Construction Easement by the City of Sandy Springs for property located at 960 Fenimore owned by Elizabeth Whitcomb 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 Sidewalk Project, the City approves the acceptance of an Agreement to Donate Temporary Construction Easement on property located in Land Lot 383 of the 6th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 15th day of December, 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: November 23, 2020 Submission for the December 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Real Estate on Property Located in Land Lot 384 of the 18th District, City of Sandy Springs

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate on that tract of land lying and located in Land Lot 384 of the 18th District, Fulton County, Georgia. The property owner is the Ebenezer Primitive Baptist Church, located at 7325 Roberts Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 737.72 square feet of Fee Simple Right of Way on the Ebenezer Primitive Baptist Church property is necessary in order to construct the TS-169 Dunwoody Club Drive Sidewalk Project. The Church agreed to accept the City's appraised fair market value for the property rights to be acquired.

Discussion:

Although the Church could not donate the required right of way needed for the project, they have agreed to accept the City's appraised fair market value offer of \$4,500.00.

Financial Impact:

The proposed settlement is \$4,500.00 based upon the City's appraisal of fair market value.

Alternatives:

N/A

Attachments:

1. Aerial Map 1 of 2
2. Aerial Map 2 of 2
3. GIS Map 1 of 2
4. GIS Map 2 of 2
5. P#1-#2 Ebenezer Church Executed Agreement

6. RESOLUTION



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Date: 11/23/2020
Map Size: 8.5x11 (LETTER)



Agreement to Purchase Real Estate/ Ebenezer Primitive Baptist Church

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.



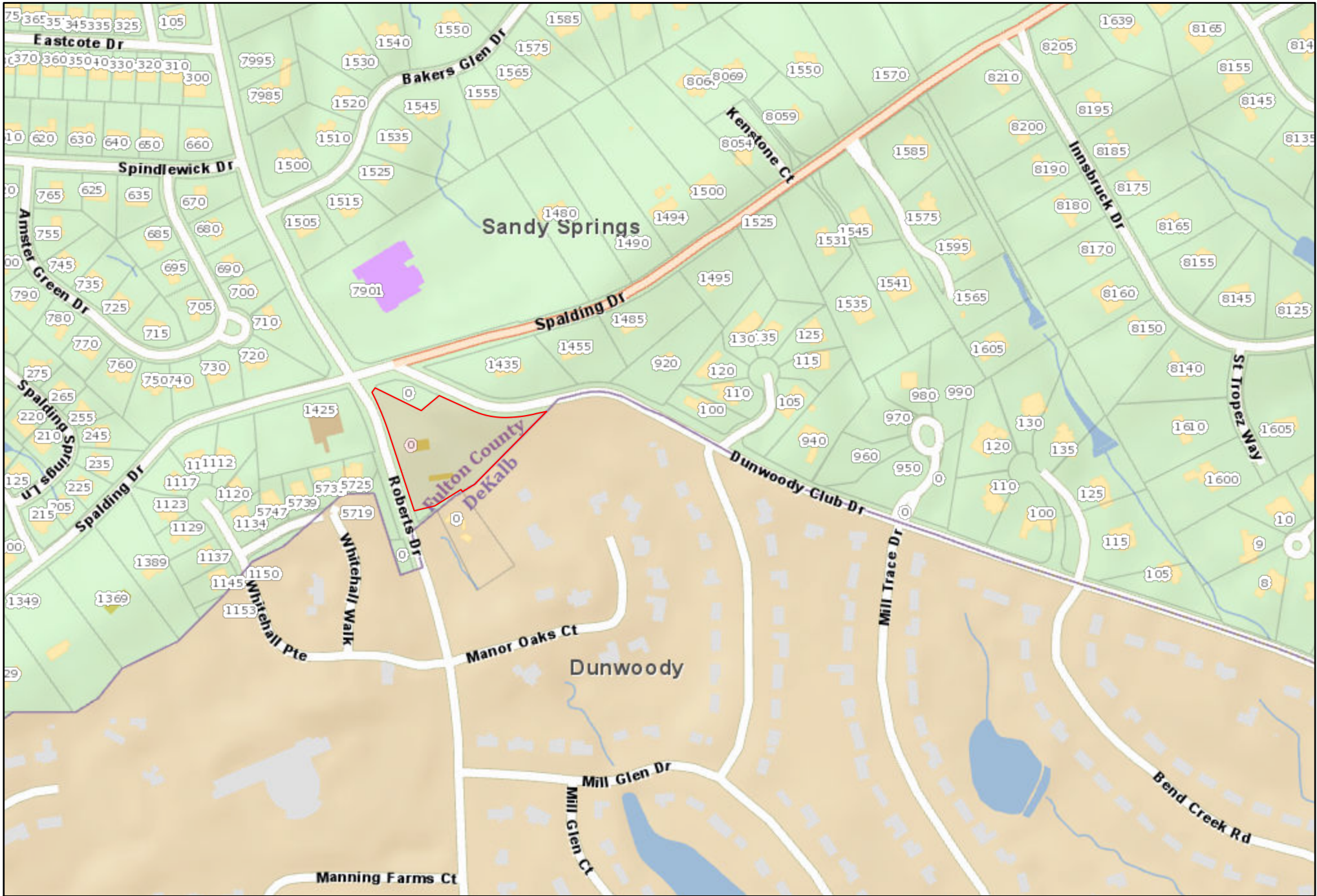


Date: 11/23/2020
Map Size: 8.5x11 (LETTER)



Agreement to Purchase Real Estate/ Ebenezer Primitive Baptist Church

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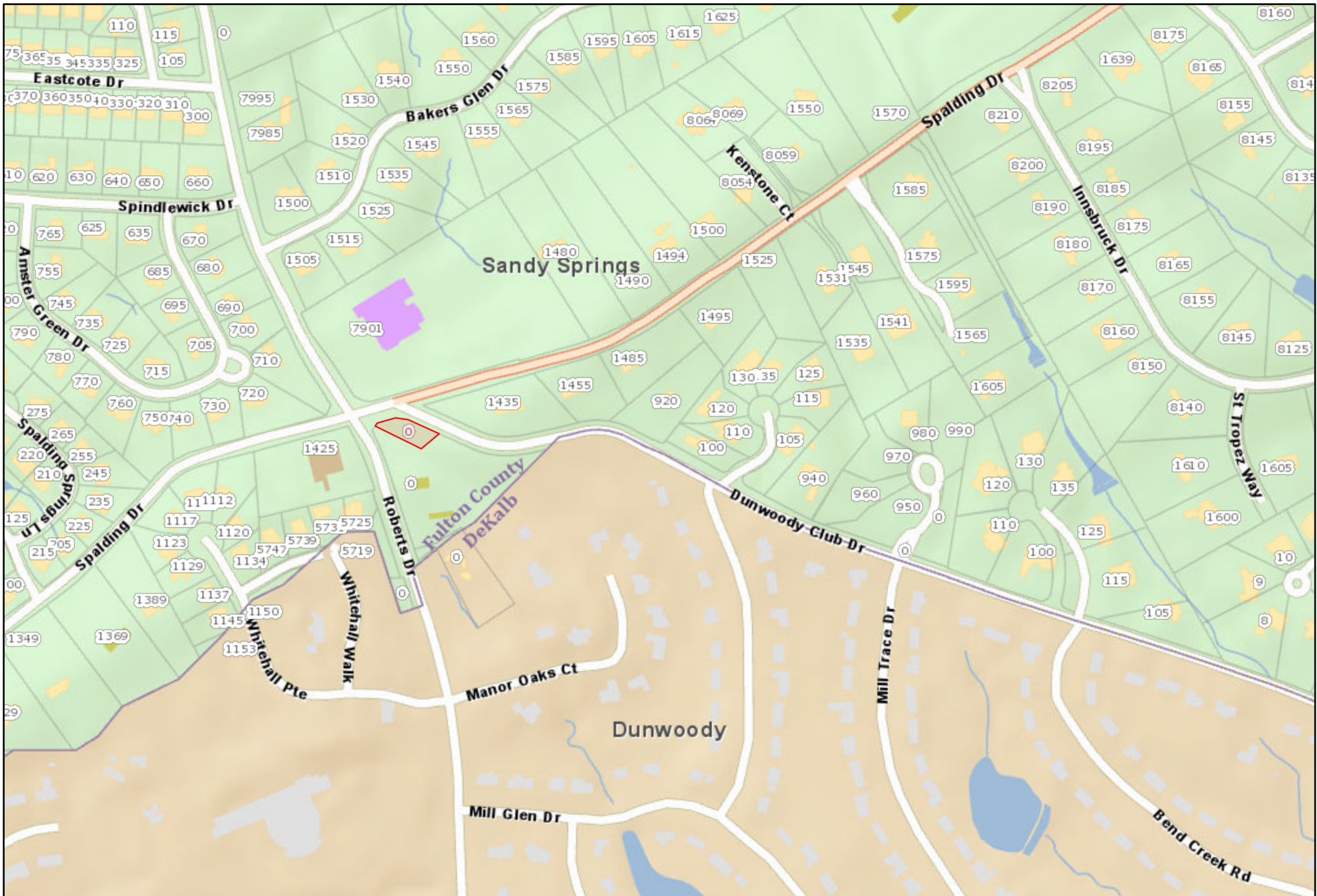
Date: 11/23/2020
Map Size: 8.5x11 (LETTER)



Agreement to Purchase Real Estate/ Ebenezer Primitive Baptist Church

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Date: 11/23/2020
Map Size: 8.5x11 (LETTER)



Agreement to Purchase Real Estate/ Ebenezer Primitive Baptist Church

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AGREEMENT TO PURCHASE REAL ESTATE

Ebenezer Primitive Baptist Church
7325 Roberts Drive
Sandy Springs, GA 30350

RE: Project No.: TS-169
Project Name: Dunwoody Club Drive
Parcel Nos.: 1 & 2 Ebenezer Primitive Baptist Church

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, GA, 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 384 of the 18th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof by reference.

For the sum of **\$4,500.00**, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title and/or easements to the lands owned by the undersigned as reflected on the attached Exhibit "A", Exhibit "B", and Exhibit "C".

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>737.72</u>	Square Feet of Fee Simple Right of Way
<u>00000.00</u>	Square Feet of Permanent Easement for the Construction and Maintenance of Slopes
<u>00000.00</u>	Permanent Easement for the Construction and Maintenance of Stormwater Drainage
<u>00000.00</u>	Temporary Easement for the Construction of Slopes
<u>1</u>	Temporary Driveway Easement(s)

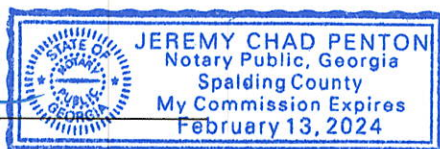
- 3) All Temporary easements becomes effective at the beginning of construction of the above numbered project and will expire upon the sooner of **two (2) years** from the date of conveyance or completion of and final acceptance of said project by the City of Sandy Springs Public Works Department.
- 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 "D", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 28 day of October, 2020.

Signed, Sealed and Delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public



[Signature] (L.S.)
Name: JAMES B. BUCKLEY
Title: DEACON

[Signature] (L.S.)
Name: DAVID W. SUMMERLIN
Title: DEACON

[illegible][illegible]

PRELIMINARY



PRELIMINARY

1000 1000

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE REAL ESTATE
ON PROPERTY LOCATED IN LAND LOT 384 OF THE 18th 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 Purchase Real Estate by the City of Sandy Springs for property located at 7325 Roberts Drive owned by the Ebenezer Primitive Baptist Church in Land Lot 384 of the 18th 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 Sidewalk Project, the City approves the acceptance of an Agreement to Purchase Real Estate on property located in Land Lot 384 of the 18th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 15th day of December, 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: December 1, 2020 Submission for the December 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Permanent Drainage Easement on Property Located in Land Lot 176 of the 17th District, City of Sandy Springs

Recommendation:

Staff recommends that the Mayor and City Council accept a Permanent Drainage Easement on that tract of land lying and located in Land Lot 176 of the 17th District, Fulton County, Georgia. The property owner is Martha Penelope Heinz Carrington located at 5009 Jett Road, as shown in the attached exhibits.

Background:

An acquisition of a permanent drainage easement area containing 661 square feet is required to improve stormwater infrastructure on Crest Valley Drive near the intersection of Jett Road. The permanent easement area has been donated by the property owner.

Discussion:

Staff was able to negotiate a donation of the required land rights with the property owner.

Financial Impact:

As stated, the property owner donated the required land rights to the City.

Alternatives:

N/A

Attachments:

1. Fulton Aerial Profile ID - Carrington.5009 Jett
2. Executed PE Donation - Carrington.5009 Jett
3. RESOLUTION



▼ Record Navigator

1 of 1

Actions

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Reports

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Commercial PRC
2019 Real Estate Notice
2020 Real Estate Notice
2019 Business PP Notice
2020 Business PP Notice ▼

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ED BY

esri

PARID: 17 0176 LL0979

MARTHA PENELOPE HEINZ CARRINGTON

0 CREST VALLEY DR NW

Parcel

Parcel ID:	17 0176 LL0979
Property Location:	0 CREST VALLEY DR
Unit:	
City:	SANDY SPRINGS
Neighborhood:	1713B
Improvement Strata:	VA
Property Class:	R4
Land Use Code:	100-Residential vacant **
Living Units:	0
Acres:	2.77
Zoning:	R1-
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:	3-BELOW STREET/6-LOW/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

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

Owners

Owners:	MARTHA PENELOPE HEINZ CARRINGTON PERSONAL RESIDENCE TRUST THE
---------	--

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
MARTHA PENELOPE HEINZ CARRINGTON PERSONAL RESIDENCE TRUST THE 5009 JETT RD NW ATLANTA GA 30327		



Parcel

Parcel ID:	17 0176 LL0961
Property Location:	5009 JETT RD
Unit:	
City:	SANDY SPRINGS
Neighborhood:	1713A
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	2
Zoning:	R1-
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:	2-PUBLIC WATER/5-SEPTIC/APPROVED/7-GAS

Legal

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

Owners

Owners:	MARTHA PENELOPE HEINZ CARRINGTON PERSONAL RESIDENCE TRUST THE
---------	--

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
MARTHA PENELOPE HEINZ CARRINGTON PERSONAL RESIDENCE TRUST THE 5009 JETT RD NW SANDY SPRINGS GA 30327	HF01S	

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

Cross reference:
Deed Book 51740 Page 393
Parcel No: 17 0176 LL097-9

PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA

FULTON COUNTY

THIS AGREEMENT is entered into the 18th day of November 2020, between MARTHA PENELOPE HEINZ CARRINGTON herein referred to as the "Grantor", and the CITY OF SANDY SPRINGS, GEORGIA, hereinafter called the "Grantee".

THAT WHEREAS, Grantee is desirous of obtaining **661 square foot Permanent Drainage Easement** upon and across the property of Grantor, located in Land Lot 176 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:

Martha Penelope Heinz Carrington
MARTHA PENELOPE HEINZ CARRINGTON

Joy Kerley
Notary Public
My commission expires: May 6, 2022
(seal)

Amin Zolali
Witness

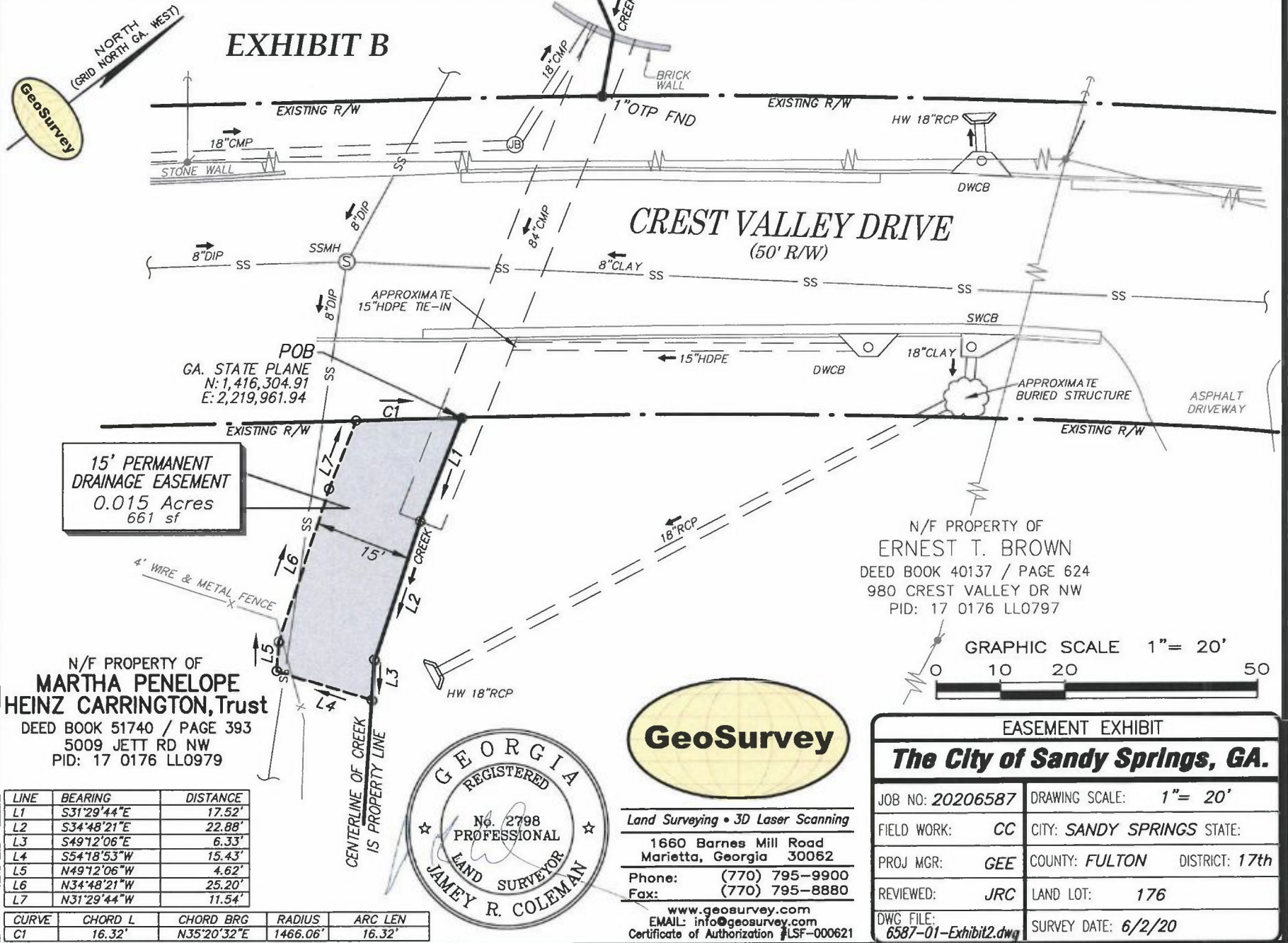
Property Description
15' Permanent Drainage Easement
5009 Jett Road NW
(Parcel ID: 17 0176 LL0979)

All that tract or parcel of land lying and being in Land Lot 176 of the 17th District, Fulton County, City of Sandy Springs Georgia, and being more particularly described as follows:

BEGINNING at a point located on the southern right-of-way of Crest Valley Drive (50-foot right-of-way) at the dividing line between the properties of Martha Penelope Heinz Carrington, Trust (Deed Book 51740, Page 393) on the west and Ernest T. Brown (Deed Book 40137, Page 624) on the east; said point having Georgia State Plane coordinate values Northing: 1,416,304.91; Easting: 2,219,961.94, Georgia West Zone; Thence departing said right-of-way and continuing along said dividing line between said properties South 31 degrees 29 minutes 44 seconds East, a distance of 17.52 feet to a point located at the centerline of creek and the mouth of an 84-inch corrugated metal pipe; Thence along said creek centerline & dividing line South 34 degrees 48 minutes 21 seconds East, a distance of 22.88 feet to a point; Thence South 49 degrees 12 minutes 06 seconds East, a distance of 6.33 feet to a point; Thence departing said creek and dividing line South 54 degrees 18 minutes 53 seconds West, a distance of 15.43 feet to a point; Thence North 49 degrees 12 minutes 06 seconds West, a distance of 4.62 feet to a point; Thence North 34 degrees 48 minutes 21 seconds West, a distance of 25.20 feet to a point; Thence North 31 degrees 29 minutes 44 seconds West, a distance of 11.54 feet to a point located on the southern right-of-way of said Crest Valley Drive; Thence continuing with said southerly right-of-way along a curve to the right having an arc length of 16.32 feet, with a radius of 1466.06 feet, being subtended by a chord bearing of North 35 degrees 20 minutes 32 seconds East, for a distance of 16.32 feet to a point, which is the **POINT OF BEGINNING**.

Said tract or parcel of land contains 0.015 Acre (661 Square Feet).

EXHIBIT B



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A PERMANENT DRAINAGE EASEMENT
ON PROPERTY LOCATED IN LAND LOT 176 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 Permanent Drainage Easement by the City of Sandy Springs for property located at 5009 Jett Road owned by Martha Penelope Heinz Carrington in Land Lot 176 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 Crest Valley Stormwater Project, the City approves the acceptance of the Permanent Drainage Easement on property located in Land Lot 176 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 15th day of December 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 Jo Howard, Finance Director
DATE: December 2, 2020 Submission for the December 15, 2020 Meeting
ITEM: ABL_72826 - Approval of Alcoholic Beverage License Application for Gadsden Market, LLC DBA Quick Shop, 156 Northwood Dr. Ste A, Sandy Springs, GA 30342. Applicant is Griselda Gonzaga for Retail/Package Malt Beverages

Recommendation:

Approve the application for Retail/Package of Malt Beverages for Gadsden Market, LLC DBA Quick Shop at 156 Northwood Dr. Ste A, Sandy Springs, GA 30342.

Background:

Applicant submitted a completed application on November 9, 2020. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership application for Retail/Package Malt Beverages. Business is located on Northwood Dr.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue - \$1,800.00

Alternatives:

None

Attachments:

1. Public Hearing Letter - Gadsden Market.docx
2. final hearing letter- Gadsden Market



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
20-72826**

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

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

PURPOSE: Alcoholic Beverage License Application
Retail/Package
Malt Beverage

APPLICANT: Gadsden Market, LLC
DBA Quick Shop
156 Northwood Dr. Ste A
Sandy Springs, GA 30342



SANDY SPRINGS

GEORGIA

To: Andrea Surratt, City Manager

From: Toni Jo Howard, Finance Director

Date: December 2, 2020 for Submission onto the December 15, 2020 City Council Meeting

Agenda Item: 72826 - Approval of Alcoholic Beverage License Application for Gadsden Market, LLC DBA Quick Shop, 156 Northwood Dr. Ste A, Sandy Springs, GA 30342. Applicant is Griselda Gonzaga for Retail/Package Malt Beverages.

CMO (City Manager's Office) Recommendation:

Approve the application for Retail/Package of Malt Beverages for Gadsden Market, LLC DBA Quick Shop at 156 Northwood Dr. Ste A, Sandy Springs, GA 30342.

Background:

Applicant submitted a completed application on November 9, 2020. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership application for Retail/Package Malt Beverages. Business is located on Northwood Dr.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$1,800.00

Concurrent Review:

Christian Avila, Revenue Manager



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Jo Howard, Finance Director

DATE: December 2, 2020 Submission for the December 15, 2020 Meeting

ITEM: ABL_72553 - Approval of Alcoholic Beverage License Application for Apron & Ladle, LLC DBA Apron & Ladle 227 Sandy Springs Place Suite #506, Sandy Springs, GA 30328. Applicant is Nikitas Panagopoulos for Consumption, Wine and Malt Beverages

Recommendation:

Approve the application for Consumption of Wine and Malt Beverages for Apron & Ladle, LLC DBA Apron & Ladle located at 227 Sandy Springs Place Suite #506, Sandy Springs, GA 30328

Background:

Applicant submitted a completed application on October 16, 2020. Applicant has passed the background investigation.

Discussion:

This is a new application for Consumption of Wine and Malt Beverages. Business is located between Hammond Drive NE and Sandy Springs PI NE.

Financial Impact:

Revenue - \$2,750.00

Alternatives:

None

Attachments:

1. Public Hearing Letter - APRON & LADLE
2. final hearing letter- APRON & LADLE



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
20-72175**

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

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

PURPOSE: Alcoholic Beverage License Application
Consumption
Wine & Malt Beverage.

APPLICANT: Apron & Ladle LLC
DBA Apron & Ladle
227 Sandy Springs Place
Suite #506
Sandy Springs, GA 30328



SANDY SPRINGS

GEORGIA

To: Andrea Surratt, City Manager

From: Toni Jo Howard, Finance Director

Date: December 1, 2020 for Submission onto the December 15, 2020 City Council Meeting

Agenda Item: 72553 - Approval of Alcoholic Beverage License Application for Apron & Ladle, LLC DBA Apron & Ladle 227 Sandy Springs Place Suite #506, Sandy Springs, GA 30328. Applicant is Nikitas Panagopoulos for Consumption, Wine and Malt Beverages.

CMO (City Manager's Office) Recommendation:

Approve the application for Consumption of Wine and Malt Beverages for Apron & Ladle, LLC DBA Apron & Ladle located at 227 Sandy Springs Place Suite #506, Sandy Springs, GA 30328

Background:

Applicant submitted a completed application on October 16, 2020. Applicant has passed the background investigation.

Discussion:

This is a new application for Consumption of Wine and Malt Beverages. Business is located between Hammond Drive NE and Sandy Springs Pl NE.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$2,750.00

Concurrent Review:

Christian Avila, Revenue Manager



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Jo Howard, Finance Director

DATE: December 3, 2020 Submission for the December 15, 2020 Meeting

ITEM: ALB_72626 - Approval of Alcoholic Beverage License Application for Paradise Lounge, LLC DBA Paradise Lounge, LLC 4990 Roswell Rd NE, Sandy Springs, GA 30342. Applicant is Julius Anthony Bolton for Consumption of Wine, Malt Beverages and Distilled Spirits

Recommendation:

Approve the application for Consumption of Wine, Malt Beverages and Distilled Spirits for Paradise Lounge, LLC DBA Paradise Lounge, LLC located at 4990 Roswell Rd NE, Sandy Springs, GA 30342

Background:

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

Discussion:

This is a new application for Consumption of Wine, Malt Beverages and Distilled Spirits. Business is located between Spruell Springs Rd and W Belle Isle Rd NE.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue - \$1,950.00

Alternatives:

None

Attachments:

1. Public Hearing Letter - PARADISE LOUNGE LLC
2. final hearing letter- PARADISE LOUNGE LLC



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
20-72626**

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

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

PURPOSE: Alcoholic Beverage License Application
Consumption
Wine, Malt Beverage & Distilled Spirits.

APPLICANT: Paradise Lounge, LLC
DBA Paradise Lounge, LLC
4990 Roswell Road
Sandy Springs, GA 30342



SANDY SPRINGS

GEORGIA

To: Andrea Surratt, City Manager

From: Toni Jo Howard, Finance Director

Date: December 1, 2020 for Submission onto the December 15, 2020 City Council Meeting

Agenda Item: 72626 - Approval of Alcoholic Beverage License Application for Paradise Lounge, LLC DBA Paradise Lounge, LLC 4990 Roswell Rd NE, Sandy Springs, GA 30342. Applicant is Julius Anthony Bolton for Consumption of Wine, Malt Beverages and Distilled Spirits.

CMO (City Manager's Office) Recommendation:

Approve the application for Consumption of Wine, Malt Beverages and Distilled Spirits for Paradise Lounge, LLC DBA Paradise Lounge, LLC located at 4990 Roswell Rd NE, Sandy Springs, GA 30342

Background:

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

Discussion:

This is a new application for Consumption of Wine, Malt Beverages and Distilled Spirits. Business is located between Spruell Springs Rd and W Belle Isle Rd NE.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$1,950.00

Concurrent Review:

Christian Avila, Revenue Manager



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Kristin Smith, Assistant City Manager

DATE: November 5, 2020 Submission for the December 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve a Contract Award to Conduct a Strategic Housing Action Plan and to Authorize the City Manager to Execute the Contract

Recommendation:

Staff recommends approval of the Resolution to Award a Contract to HR&A Advisors to conduct a Strategic Housing Action Plan.

Background:

At the Council Retreat for the City of Sandy Springs ("City") held January 24, 2020, Council prioritized conducting a Housing Needs Assessment for the City. To further that priority, the City issued its request for proposals ("RFP") on March 13, 2020 to solicit responses from qualified consulting firms to develop a comprehensive housing needs assessment ("Assessment"). On May 19, 2020, Council approved a Contract Award for RFP #20-061 to HR&A Advisors ("Consultant") to conduct the Assessment for the purpose of providing a better understanding of the existing housing market and needs of current and future Sandy Springs residents. The Assessment has been completed and published on the City's website.

At the November 3, 2020 Work Session presentation of the Assessment's findings, Council determined that the next step should be to explore housing policies and strategies by extending the project into a second phase where the Consultant will create a Strategic Housing Action Plan ("Plan"). The final Plan will identify resources available to support implementation of the recommended strategies and an action plan to guide the implementation of recommended policies and tools.

Discussion:

The Consultant proposes a seven-month process ("Project") with a 5-part scope of work to create the Plan.

- Task 1 – Housing Plan Kickoff: Review existing plans and data and establish the guiding goals, priorities, and approach for the Housing Plan.
- Task 2 – Stakeholder Engagement: Engage with City stakeholders throughout the duration of the project, including the public, community representatives, City staff and leadership, and other key

stakeholders.

- Task 3 – Setting Housing Goals and Priorities: Building on the trends identified in the Housing Needs Assessment and the first round of stakeholder engagement, conduct a comprehensive analysis of housing goals and priorities.
- Task 4 – Sandy Springs-Specific Recommendations: Develop housing tools and implementation strategies catered specifically to Sandy Spring’s unique needs and community priorities.
- Task 5 – Iterative Housing Plan Drafting: Iteratively develop the Sandy Springs Strategic Housing Plan with the City and identified stakeholders.

The Project will be co-led by staff members Caroline Davis, Economic Development Specialist, and Catherine Mercier-Baggett, Sustainability Manager, both of whom oversaw the initial phase of the Assessment.

Financial Impact:

The total cost for the Strategic Housing Action Plan is \$132,500, including up to \$7,500 in reimbursable travel expenditures.

Alternatives:

Mayor and City Council could opt not to proceed with the Strategic Housing Action Plan at this time.

Attachments:

1. Contract_HR&A Strategic Housing Plan
2. Resolution_Housing Strategy



AGREEMENT

This Agreement ("Agreement") is made as of execution date by the City and between HR&A Advisors, Inc. ("Contractor"), located at 925 15th Street NW, 3rd floor, Washington DC 20005 and the City of Sandy Springs, Georgia ("Sandy Springs").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of conducting and delivering a Strategic Housing Plan for municipalities to be used to provide a better understanding of the existing housing challenges and potential solutions for the needs of current and future Sandy Springs residents; and

WHEREAS, Sandy Springs has a need to acquire a Strategic Housing Plan described in the Scope of Services and/or Contractor Proposal attached hereto as Exhibit A ("Services"); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

WHEREAS, Sandy Springs wishes to acquire the Services from Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the Scope of Services and/or Contractor Proposal attached hereto as Exhibit A and incorporated herein by this reference ("Project"). Contractor agrees to perform the Services at the direction of the project manager or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. **Fee.** As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term.**

This Agreement shall become effective as of the date of its execution, shall continue in effect until the completion of the work stated in Exhibit A, Scope of Services and/or Contractor's Proposal. The term of the Agreement will be contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The Agreement will terminate at the close of the Project.

5. **Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor 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.

d. This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. **Standard of Performance and Compliance with Applicable Laws In the Service Agreement.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor 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 in necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in the Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964, attached hereto as Exhibit H and incorporated herein.

8. **Conflicts of Interest.**

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. Contractor 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.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor 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 Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification.**

Contractor 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 the Contractor or other persons employed or utilized by the Contractor in the Performance of the Agreement.

11. **Non-Discrimination.**

During performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion,

sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

13. **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 Sandy Springs:

Andrea Surratt, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copy to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

If to Contractor:

With copy to:

14. **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. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this Agreement.

15. **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.

16. **Disputes.**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar day's written notice to Sandy Springs of the claim and the intent to initiate a civil action.

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. **Heading.**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

20. **Interpretation of Exhibits and Exclusion of External References.**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

21. **Copyright, Trademark and Patent Indemnification.**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this Agreement violated a third party's trademark, copyright or patent. Copyright, trademark and patent indemnification shall survive the termination, cancellation or expiration of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Andrea Surratt, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
City Attorney

CONTRACTOR NAME

By: _____
Name: _____
Title: _____

Date of Execution

ATTEST:

By: _____
Secretary

(SEAL)

Witness

EXHIBITS

EXHIBIT A	Scope of Services and/or Contractor Proposal
EXHIBIT B	Cost Proposal
EXHIBIT C	Certification of Contractor – Georgia Security and Immigration Compliance Act
EXHIBIT D	Certification of Sponsor Drug-Free Workplace
EXHIBIT E	Affidavit Verifying Status for City Public Benefit Application
EXHIBIT F	Contractor Affidavit under O.C.G.A § 13-10-91(b) (1)
EXHIBIT G	Insurance Requirements
EXHIBIT H	Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964

EXHIBIT A

SCOPE OF SERVICES AND/OR CONTRACTOR PROPOSAL



Analyze. Advise. Act.

925 15th Street NW, 3rd Floor, Washington, DC 20005-2305

T: 202.903.0725 | F: 202.857.3976 | www.hraadvisors.com

November 18, 2020

Kristin Byars Smith
Assistant City Manager
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

Dear Mrs. Byars Smith,

HR&A is pleased to present this proposal to develop a Housing Plan for the City of Sandy Springs. Following the completion of the Housing Needs Assessment, which uncovered key data and trends on housing in the City, addressing these needs requires thoughtful analysis and engagement to determine the tools which best fit the Sandy Springs context. We propose to assist the City in expanding both policy makers' and the public's knowledge base on current housing issues and creating solutions to identified barriers to expand both rental and ownership opportunity to existing and future Sandy Springs residents.

HR&A is well positioned to craft a Strategic Housing Plan that addresses the homeowner, renter, and employer housing needs as described in the Housing Needs Assessment. Based on the supply gaps and housing challenges identified in the first phase of work, HR&A will evaluate a wide range of tools, strategies, and policies that the City may implement to achieve its near-, medium-, and long-term housing goals. Drawing upon our knowledge of the local housing market as well as stakeholder input, HR&A will identify a set of priority goals and actions to be the focus of more detailed feasibility analysis and implementation guidance. Our approach includes rigorous data analysis, an iterative process of drafting the Plan and its included strategies, and a robust stakeholder engagement process throughout the entire course of the project. We are confident that this approach will yield well-informed, appropriate, and actionable results for the City and its residents.

To support the City of Sandy Springs, HR&A proposes to conduct a 6-part scope of work resulting in the Strategic Housing Plan:

1. **Task 1 – Housing Plan Kickoff.** Review existing plans and data and establish the guiding goals, priorities, and approach for the Housing Plan;
2. **Task 2 – Stakeholder Engagement.** Engage with City stakeholders throughout the duration of the project;
3. **Task 3 – Setting Housing Goals and Priorities.** Building on the trends identified in the Housing Needs Assessment and the first round of stakeholder engagement, conduct a comprehensive analysis of housing goals and priorities;
4. **Task 4 – Sandy Springs-Specific Recommendations.** Develop housing tools and implementation strategies catered specifically to Sandy Spring's unique needs and community priorities;
5. **Task 5 – Iterative Housing Plan Drafting.** Iteratively develop the Sandy Springs Strategic Housing Plan with the City and identified stakeholders.

SCOPE OF SERVICES

The following scope of services is designed to be completed in seven months.

TASK 1: HOUSING PLAN KICKOFF AND ONGOING PROJECT MANAGEMENT (Month 1)

1.1 Housing Plan Kickoff

HR&A will conduct a kick-off meeting with the City of Sandy Springs staff to confirm goals and priorities, key audiences that the plan will address, timeline, and other directive elements. Based on City input, HR&A will create a preliminary list of stakeholders to be engaged, some of whom were involved in the first phase of work. Additionally, we will work with the City to develop an approach to stakeholder engagement.

1.2 Regular Project Management Meetings

Additionally, throughout the engagement, HR&A will conduct regular project status meetings every two to three weeks by phone or video conference to track project progress. We will remain flexible to adapt analysis and scope as local conditions evolve.

Task 1 Deliverables: Project Schedule, Preliminary Stakeholder List, Progress Reports throughout

TASK 2: STAKEHOLDER ENGAGEMENT (Months 1-6)

Beginning with the Housing Plan Kickoff in Task 1.1, HR&A will engage with members of the City staff, leadership, community representatives, and other key stakeholders as identified in coordination with the City. Input from these stakeholders throughout the process will be important to establishing the direction of the Strategic Housing Plan and gaining buy-in from leadership and implementation partners. HR&A will present and seek input regarding the following:

Task 2.1 Public Engagement

An inclusive approach to public engagement is essential to ensure that the plan reflects the priorities of a diverse set of stakeholders and requires input and participation from a diverse set of community voices, especially those who often experience barriers to participation. Based on discussion during the kickoff meeting with City staff, HR&A will produce a Public Engagement Plan to guide interactions with the broader Sandy Springs community throughout the plan. The Public Engagement Plan will include a schedule and identify the responsibilities of the City and HR&A, and will be subject to change as we learn more from the community and identify gaps in our engagement. Public engagement will focus on informing the public about Sandy Spring's housing needs and soliciting input about community priorities, with a particular emphasis on establishing a shared understanding of housing terms, concepts, opportunities, and challenges in the City. HR&A will work with "grasstops" community leaders, housing advocates, non-profit organizations, and other community members to coordinate the involvement of a diverse group of community members, especially stakeholders who may not typically participate in public engagement processes. Given the circumstances surrounding the COVID-19 pandemic, HR&A will utilize a variety of online engagement tools including video conferencing, webinars, surveys, and interactive digital platforms. HR&A will also work with community leaders, the City, and translators as appropriate to reach stakeholders who may have limited Internet access or English language proficiency.

We anticipate two rounds of community engagement throughout the plan:

- A series of engagement in month two during Task 4 to introduce housing concepts and findings from the Housing Needs Assessment to the broader public. This round of engagement will focus on soliciting feedback on what the City's housing goals and priorities should be and establishing a common understanding of the challenges in the local housing market.
- Engagement during Task 4 will focus on soliciting feedback on potential housing tools and approaches to implementation.

Note on facilitating public meetings during COVID-19: No matter the venue, our team always seeks to ensure that our stakeholder engagement is informative, intelligible, and educational, by demystifying technical terms, creating simple and clear communication materials, and leveraging the team's expertise in making complex public initiatives easily digestible.

Since shifting entirely to remote work in March 2020, HR&A has conducted over 32 virtual stakeholder engagement meetings across 15+ projects with public, private, and nonprofit clients using OfficeSuite HD Meeting, Zoom, and other online tools. Sessions have included city roundtables, closed stakeholder meetings, public meetings, and focus groups. Most sessions have ranged from 5-20 participants but the largest have included more than 80 participants.

Depending on the health and safety considerations associated with COVID-19, we will work with the City to determine the mix of virtual and in-person engagement. HR&A is currently in a phase of COVID-19 response where business travel is not expected and subject to the approval of the firm.

Task 2.2 Stakeholder Interviews and Focus Groups

HR&A will conduct interviews and focus groups with key stakeholders including some of those involved in the first phase of work. Through the interview process, HR&A will better understand how priority housing goals and recommended actions align with the interests of developers, real estate agents, City planning staff, employers, and others as appropriate. HR&A expects to conduct approximately 12 to 15 such interviews or focus groups with different sets of stakeholders. This will occur during Task 4 which sets housing goals and priorities.

Task 2.3 City Council

As appropriate, HR&A will work with staff to provide updates or presentations to City Council and stakeholders in City leadership. Given Councilmembers' active engagement with housing issues, we propose presentations at three council meetings or work sessions throughout the project in order to provide status updates and give Councilmembers an opportunity to provide feedback on the plans and its direction. We anticipate there may be additional briefings to the Mayor and individual councilmembers in addition to the Council meetings, and will work closely with staff to prepare for, and potentially join, these meetings as appropriate.

Task 2 Deliverable: Public Engagement Plan

TASK 3: SETTING GOALS AND PRIORITIES (Months 2-3)

3.1 Confirm Housing Issues and Goals

Confirming housing goals at the onset of plan development will be crucial to aligning potential strategies with local and regional priorities. HR&A will work with the City to confirm housing issues and goals consistent with the Housing Needs Assessment. Potential housing goals may include but are not limited to: expanding entry-level homeownership opportunities, especially for young families; protecting vulnerable households from displacement; reducing barriers to multifamily development; creating workforce housing; fostering mixed-income communities; and expanding opportunities for affordable housing.

HR&A will use information about current housing programs, policies, and needs in Sandy Springs to identify barriers to housing development and to meeting critical housing needs in the City.

Task 3.2 Regulatory Barriers

Building upon the discussion of the 2017 building code amendment's impact on multifamily development (as described in the Housing Needs Assessment), HR&A will conduct a broader and more in-depth evaluation of the impacts that City policies and programs have on the feasibility of housing development. We will deepen the analysis that HR&A has already conducted on the building code amendment and will review funding for housing programs, real estate taxes, zoning, land use, and the development review process to understand the supply factors impacting housing affordability in Sandy Springs.

Task 3.3 Financial Barriers

Building upon the Housing Needs Assessment, HR&A will conduct a more robust assessment of the financial feasibility associated with the development of different types of housing across subareas within the City. Understanding the financial gap will help to determine the feasibility and structure of potential solutions to increase production. These types of housing may include subsidized housing, homeownership, and workforce housing. As part of this task, HR&A will develop a framework for understanding the factors that contribute to the cost of developing housing for three different housing product types, to be determined in consultation with City staff. The framework will elucidate which income levels and housing types the market can serve and how City policies can support current and future residents.

Task 3 Deliverable: Presentation summarizing regulatory and financial barriers to housing development.

TASK 4: SANDY SPRINGS-SPECIFIC RECOMMENDATIONS (Months 4-5)

4.1 Identify Housing Tools

Based on the stated housing goals and identified housing needs, HR&A will create a matrix summarizing the common housing tools which Sandy Springs may implement. The matrix will include the tradeoffs and goals associated with each tool and we will analyze the potential impact of tools through three lenses focused on market conditions, legality of implementation, and capacity to implement. These tools will also be rated on their alignment with the goals and priorities set in Task 4.

The tools will primarily be in two areas: 1) land use and development regulation, and 2) public subsidy. Land use and development regulation tools, such as encouraging the creation of Accessory Dwelling Units or inclusionary zoning change the framework for development without a fiscal cost to the City. Public subsidy tools, such as down payment assistance for first time homebuyers or gap financing to support affordable housing development, do incur fiscal costs and are often deployed through a housing trust fund. HR&A will focus on evaluating how each tool could be implemented, the collaboration and partnerships necessary to implement them, the cost to serve Sandy Springs' residents, and the impact the tools will have on the housing goals determined in Task 4. HR&A will also identify local municipalities that have previously used financial and regulatory tools and evaluate the success of these strategies and their potential for success for Sandy Springs, including associated costs, challenges, and long-term impacts.

4.2 Strategy Development

Building on the matrix of housing tools, HR&A will work with the City to refine the preliminary list to focus on a set of three to five priority tools in which there is consensus that the tools are actionable and solve needs in the City's housing market. For each of these tools, we will perform deeper analysis on feasibility and implementation. Each strategy will contain a set of related initiatives that stakeholders could undertake in the near-, intermediate-, and long-term.

4.3 Implementation Roadmap and Metrics

Following the strategy development of these tools, HR&A will develop a set of metrics and milestones for each strategy to guide implementation. The use of these metrics and milestones will enable stakeholders to evaluate strategy effectiveness and identify refinements to improve effectiveness over time.

Task 4 Deliverable: Matrix of potential housing tools; Presentation summarizing housing goals, strategies, and priority tools

TASK 5: ITERATIVE STRATEGIC HOUSING PLAN DEVELOPMENT (Months 5-7)

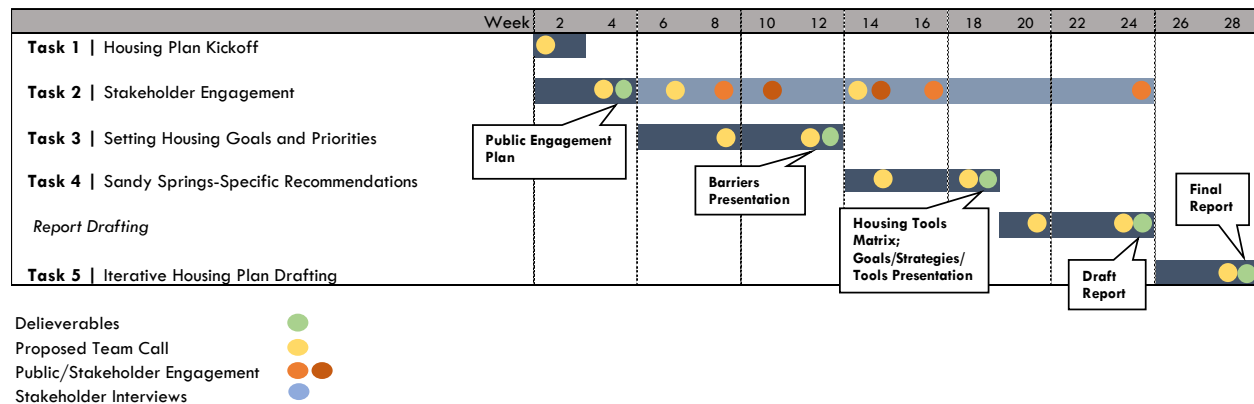
As a final deliverable HR&A will produce a Strategic Housing Plan that clearly defines Sandy Springs' vision and goals for housing. Iterative drafting of the Strategic Housing Plan, with opportunities for input from City staff, leadership, and key stakeholders, will build a sense of ownership and support for the plan from those who will be responsible for implementing it. The final Plan will identify resources available to support implementation of the recommended strategies and an action plan to guide the implementation of recommended policies and tools.

HR&A will draft the document, as well as an executive summary and other materials to communicate the plan priorities to the public, including advocates, developers, and the community at-large. HR&A will work with a graphic designer to draft visually compelling documents.

Task 5 Deliverable: Draft, revised, and final Sandy Springs Strategic Housing Plan, Executive Summary, and Presentation; additional informational materials as needed

PROJECT TIMELINE

The work plan is anticipated to occur over a twenty-eight-week period after the initial project kick-off meeting in Week 1. All internal meetings will occur every two to four weeks beginning in Week 4 and either have accompanying deliverables presented during each meeting or organize upcoming public or stakeholder engagement. Planning for public and stakeholder engagement will begin immediately with a draft public engagement plan presented in Week 4. HR&A will conduct the first public engagement sessions in Week 8 and begin tasks related to priority and goal setting with City staff and stakeholders during this period. These efforts will result in a presentation summarizing initial impressions of housing priorities and goals and financial and regulatory barriers in Week 12. HR&A will continue stakeholder outreach beginning in Week 14 to confirm initial program recommendations and conduct a second round of public engagement sessions in Week 16. Program recommendations will be presented along with a housing tools matrix in Week 18. HR&A will begin drafting the plan's report in Week 20 and deliver a draft plan report to the City in Week 24. HR&A will finalize the plan report over the next four weeks and deliver a completed final report by Week 28.



FEE

The fee for the proposed tasks is \$125,000.

Travel expenses will be billed at-cost in addition to the fee and are estimated at \$2,500 per trip, including expenses such as airfare and hotel for two to three HR&A staff per trip, with a maximum of \$7,500 for the project, anticipating up to three trips.

Thank you for the opportunity to submit this proposal. We look forward to continued partnership with the City of Sandy Springs as we continue to find solutions to housing needs. Please reach out to me at pkash@hraadvisors.com or (202) 903-0722.

Sincerely,

A handwritten signature in blue ink that reads "Phillip Kash". The signature is written in a cursive, flowing style.

Phillip Kash
Partner
HR&A Advisors, Inc.

EXHIBIT B
COST PROPOSAL

FEE

The fee for the proposed tasks is \$125,000.

Travel expenses will be billed at-cost in addition to the fee and are estimated at \$2,500 per trip, including expenses such as airfare and hotel for two to three HR&A staff per trip, with a maximum of \$7,500 for the project, anticipating up to three trips.

Thank you for the opportunity to submit this proposal. We look forward to continued partnership with the City of Sandy Springs as we continue to find solutions to housing needs. Please reach out to me at pkash@hraadvisors.com or (202) 903-0722.

Sincerely,

A handwritten signature in blue ink that reads "Phillip Kash". The signature is written in a cursive, flowing style.

Phillip Kash
Partner
HR&A Advisors, Inc.

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 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, 2010, 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 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, 2010].

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 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 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 Agreement 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 principal 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:

Signature

Name: _____

Title: _____

EXHIBIT E

**AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT F

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT G

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Agreement is in force, Contractor 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-6 or higher and acceptable to the City covering:

1. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.

2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.

5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. **Fidelity Bond (Employee Dishonesty)** in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly

advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- a. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- b. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- c. Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

EXHIBIT H

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

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

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

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the

Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO APPROVE CONTRACT AWARD TO CONDUCT A STRATEGIC
HOUSING ACTION PLAN AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE
CONTRACT**

WHEREAS, the Housing Needs Assessment completed in early December 2020 provides a meaningful sense of the housing market and identified key housing issues; and

WHEREAS, a Strategic Housing Action Plan (“Project”) is needed to identify housing tools appropriate for consideration by the City and to develop an implementation strategy;

WHEREAS, HR&A Advisors was selected through a competitive Request for Proposals (“RFP”) and was awarded a contract to conduct the Housing Needs Assessment on May 19, 2020;

WHEREAS, HR&A satisfactorily completed the Housing Needs Assessment; and

WHEREAS, the City desires to award the contract to perform the Project to HR&A Advisors.

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

1. That contract award for the Project be made to HR&A Advisors in the amount of \$132,500, including up to \$7,500 in reimbursable travel expenses;
2. That the City Manager is authorized to execute a contract in the amount of \$132,500 with HR&A Advisors to perform the Project, subject to approval of the City Attorney and the City Finance Director; and
3. That the City Manager and appropriate City Staff take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 15th day of December, 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: November 23, 2020 Submission for the December 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a Contract with Site Engineering, Inc. for 5759 Riverside Drive Drainage Improvement Project

Recommendation:

Based upon review of the bids, staff recommends contract award to Site Engineering, Inc., pending approval by the City of Sandy Springs Legal and Finance Departments.

Background:

The pipes under Riverside Drive have failed causing roadway flooding and severe shoulder erosion. This project aims to alleviate the flooding and erosion by replacing the failed pipes and associated stormwater structures. The existing degraded 24" pipe runs will be replaced with 24" diameter Reinforced Concrete Pipe (RCP), and the two existing failing inlets replaced with double-wing catch basins. The shoulder grade is designed to accommodate future sidewalk and associated clear zone.

The project consists of removing and replacing two existing catch basins, an existing pipe run of 24-inch CMP with RCP, and an existing headwall. Additionally the slope will be regraded and curb and gutter installed.

The invitation to bid for the construction of the 5759 Riverside Drive Drainage Improvement Project was advertised beginning October 28, 2020. Bids were received on November 18, 2020. Proposed improvements include the following:

1. Tree removal, and erosion control measures;
2. Site grading, storm structure removal and installation;
3. Curb and gutter, and
4. Site restoration.

Bid results were:

Firm

Bid

Site Engineering, Inc.	\$144,559.40
Blount Construction Company, Inc.	\$197,229.69
Woodwind Construction Company, Inc.	\$291,269.00

Discussion:

The engineer's construction cost estimate is \$117,452.50. When comparing the bids received to the engineer's estimate, staff believes the estimate is consistent for the amount and complexity of proposed work. Staff also reviewed recent City construction prices to determine reasonableness of bids.

In response to the requirements outlined in the bid documents, Site Engineering Inc. provided the most responsive and responsible bid for the project construction at a cost of \$144,559.40. Upon administrative review of the bid, the City of Sandy Springs Public Works, Purchasing and Legal staffs recommend that award be made to Site Engineering Inc.

Financial Impact:

There are adequate Stormwater funds available for this project.

Alternatives:

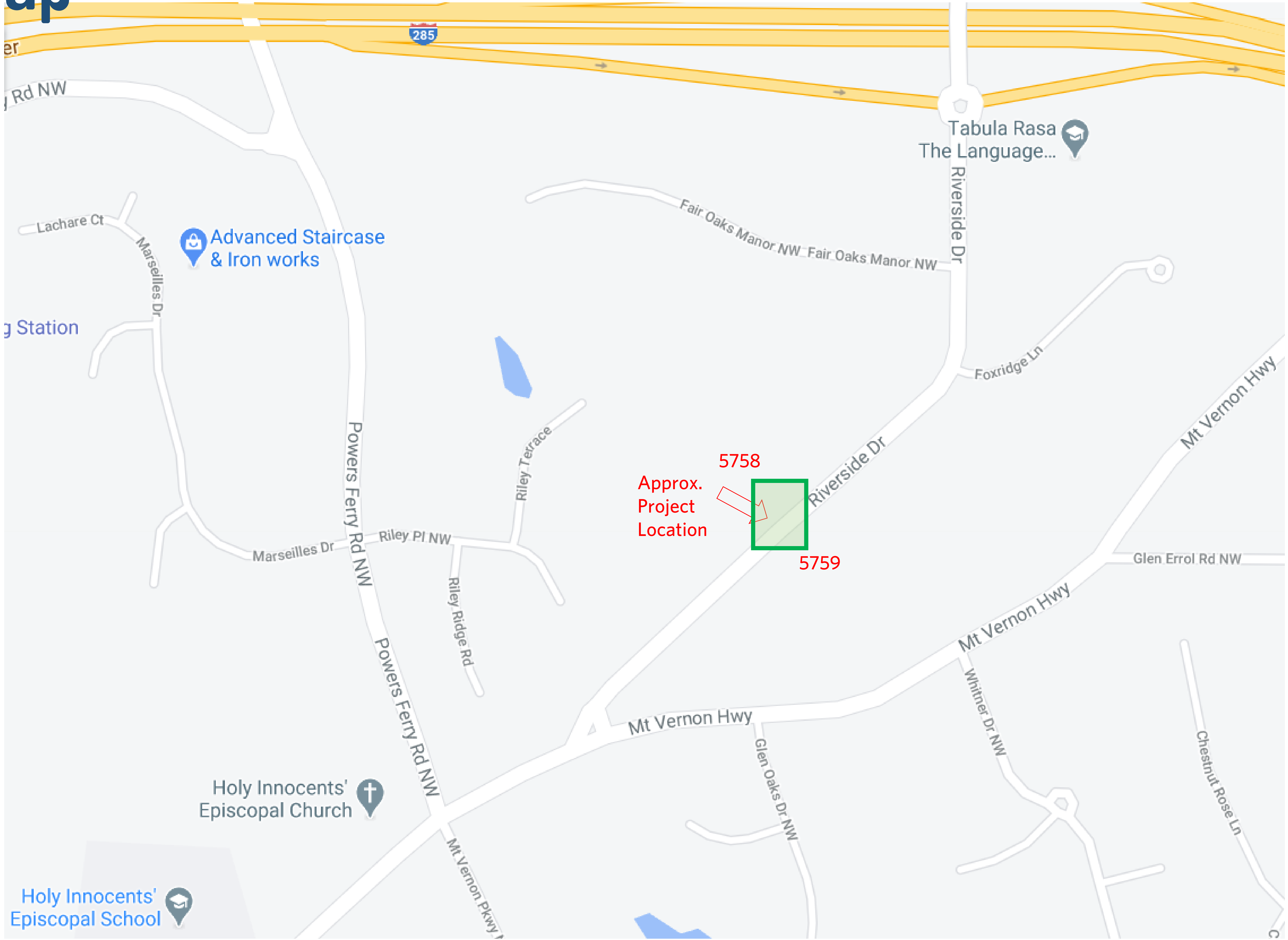
Construct the project as currently bid or the City may choose to re-advertise the bid for construction.

Attachments:

1. Vicinity Map
2. Resolution 12-15-2020

5759 Riverside Drive Drainage Improvement Project

Vicinity Map



RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A CONTRACT WITH SITE ENGINEERING, INC.
FOR 5759 RIVERSIDE DRIVE DRAINAGE IMPROVEMENT PROJECT, AND
AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE CONTRACT**

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 Department of Public Works, in response to the guidance provided by the City Manager, has received a bid from Site Engineering, Inc., for 5759 Riverside Drive Drainage Improvement Project, Sandy Springs, Fulton County, Georgia, and

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

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

That the City Manager execute a contract in the amount of \$144,559.40 with the selected contractor, Site Engineering, Inc., for 5759 Riverside Drive Drainage Improvement Project, Sandy Springs, Fulton County, Georgia.

RESOLVED this the 15th day December, 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: November 23, 2020 Submission for the December 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way, Permanent Construction and Maintenance of Slopes Easement and Temporary construction Easement on Property that Lies within Land Lot 204 of the 17th District

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way, Permanent Construction and Maintenance of Slopes Easement and Temporary Construction Easement on that tract of land lying and located in Land Lot 204 of the 17th District, Fulton County, Georgia. The property owner is Daniel Uggle, located at 5350 Riverview Road NW, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 4,452.90 square feet of Fee Simple Right of Way; 4,138.32 square feet of Permanent Construction and Maintenance of Slopes Easement and 2,545.32 square feet of Temporary Construction Easement on the Uggle property is necessary in order to construct the TS-106 Northside Drive @ Riverview Road/Old Powers Ferry Roundabout Project. An amicable settlement was reached with the property owner on the acquisition of the required rights of way needed to construct the project.

Discussion:

Staff was able to negotiate an amicable settlement of \$110,200.00 with the property owner after receiving an initial counter offer of \$140,000.00. This is an approximate 11% increase above the City's appraised fair market value of \$98,400.00, which included approximately \$11,600.00 in a Cost-to-Cure measure to restore only a very small amount of the natural vegetation to be removed with the project. Although the property owner has retained the consultant services of an independent appraiser, no appraisal was procured. However, the property owner reported that based on his communication with his appraiser, Consequential Damages could be supported and justified. Since consequential damages are very subjective in nature, to avoid further project schedule delays and a potentially higher settlement and legal expenses, this settlement is considered to be reasonable and acceptance and approval is recommended.

Financial Impact:

The proposed settlement is \$110,200.00 and such settlement is well within the project's budget.

Alternatives:

N/A

Attachments:

1. Aerial Map
2. GIS Map
3. P#5 Executed Agreement Uggla
4. RESOLUTION



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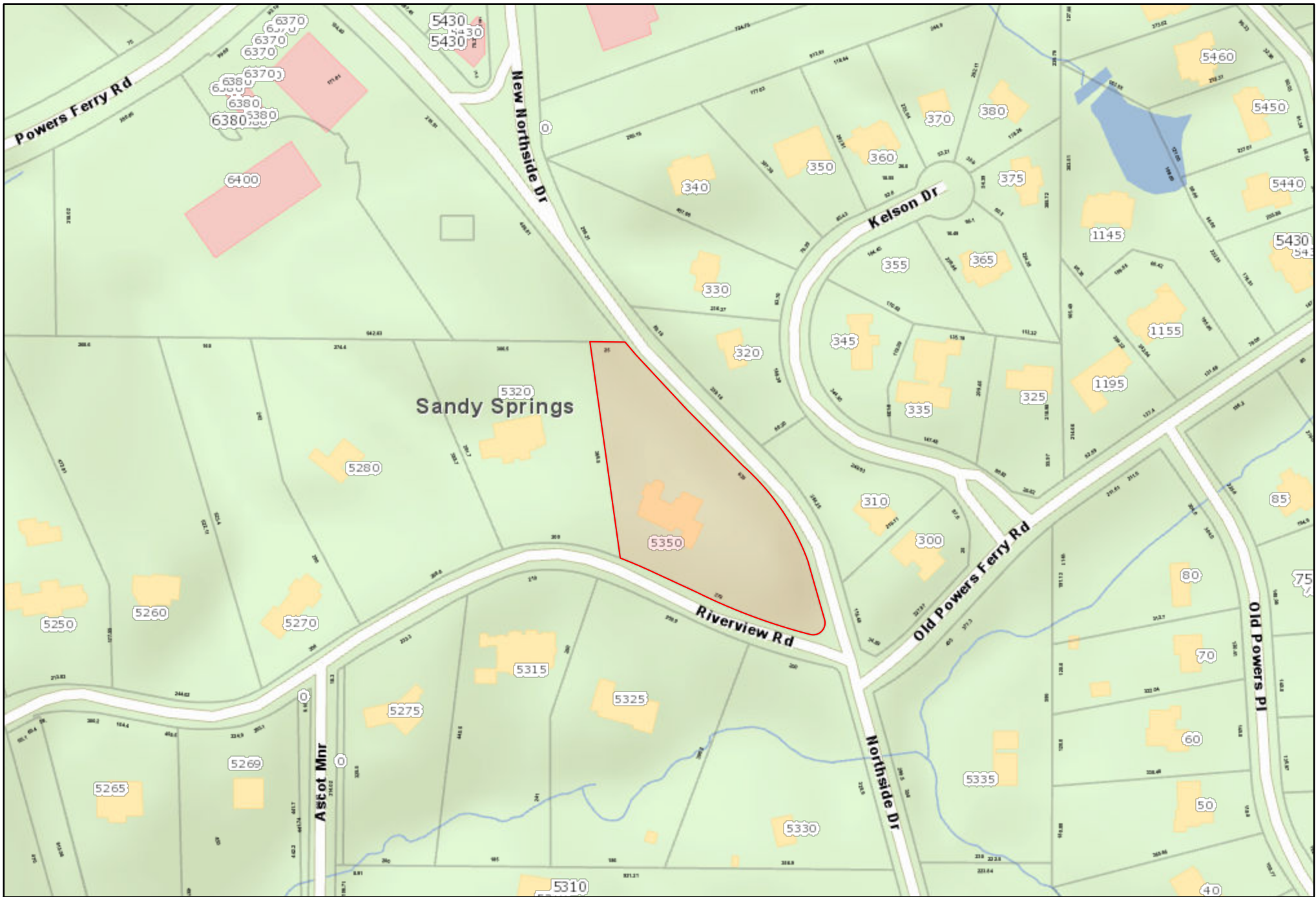
Date: 11/23/2020
Map Size: 8.5x11 (LETTER)



Executed Agreement - Uggla

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.





Executed Agreement - Uggle

Date: 11/23/2020
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.

**AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY AND PERMANENT CONSTRUCTION AND
MAINTENANCE OF SLOPES EASEMENT 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 convey Fee Simple Right of Way, Permanent Construction and Maintenance of Slopes Easement and Temporary Construction Easement Rights to the City of Sandy Springs on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 204 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

For the sum of \$110,200.00, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title, permanent and temporary easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and Exhibit "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 all of the rights granted.

4,452.90 sf
4,138.32 sf
2,545.31 sf

Fee Simple Right of Way
Permanent Construction and Maintenance of Slopes Easement
Temporary Construction 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 17th day of November, 2020.

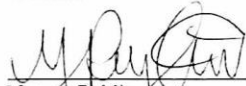
Signed, Sealed and Delivered in the presence of:



Witness



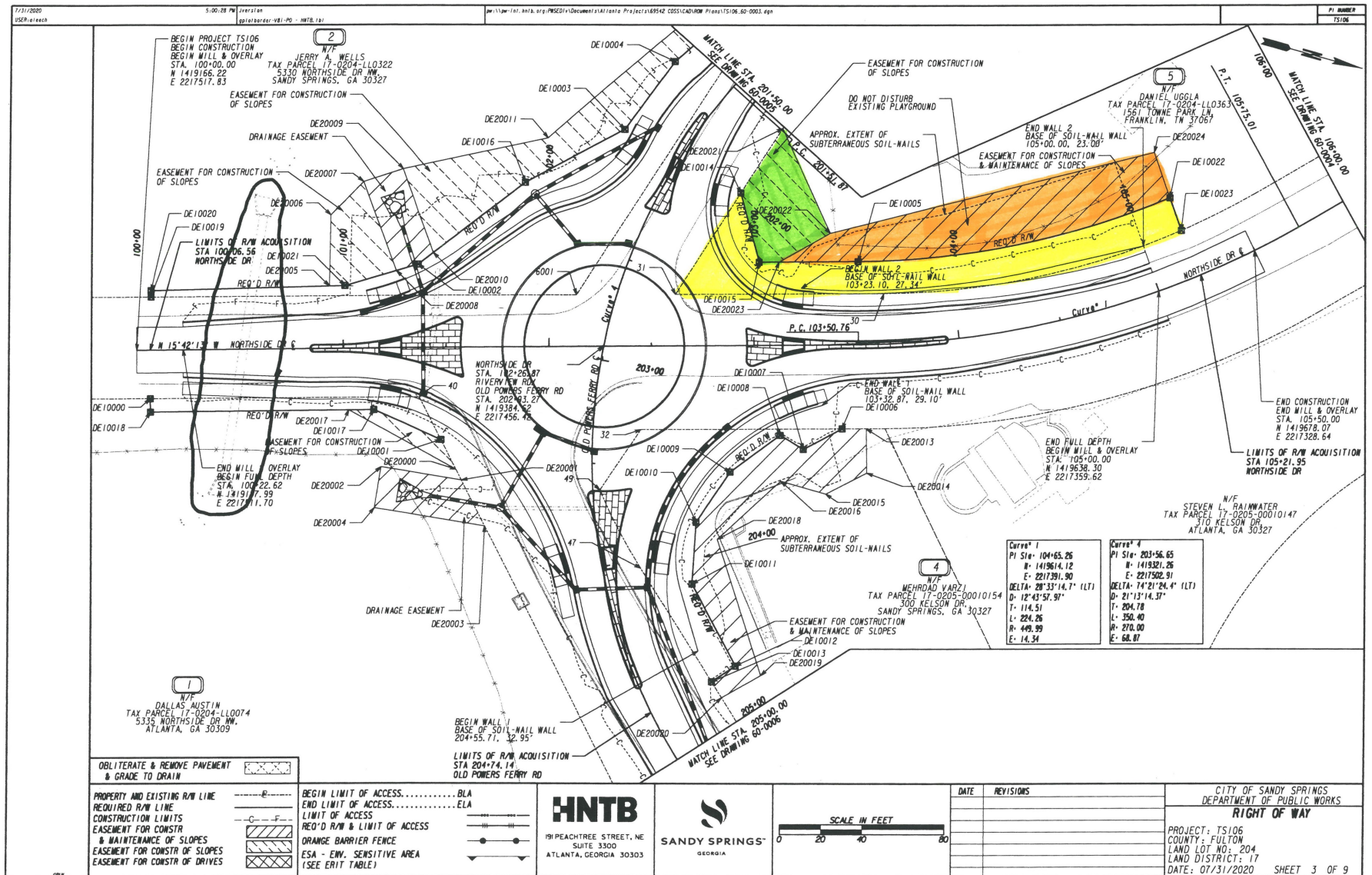
Daniel Uggla (L.S.)



Notary Public



EXHIBIT "A" 2 of 2



PAR 4 - MEHRDAD VARZI

300 KELSON DR.

SANDY SPRINGS, GA 30327

SEE SHEETS 3 & 6

REQ'D R/W

DE4

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
49	3.43 L	203+63.03	OLD POWERS FERRY RD
35.19	N 71°02'47.6" W		
32	23.24 L	203+32.39	OLD POWERS FERRY RD
97.82	N 15°35'06.3" W		
DE10006	40.43 R	103+42.53	NORTHSIDE DR
21.22	S 43°09'56.2" E		
DE10007	50.22 R	103+23.71	NORTHSIDE DR
13.18	S 15°40'47.5" W		
DE10008	43.35 R	103+12.46	NORTHSIDE DR
30.13	S 51°18'07.2" E		
DE10009	60.89 R	102+87.96	NORTHSIDE DR
29.31	S 70°49'23.6" E		
DE10010	48.38 L	203+84.99	OLD POWERS FERRY RD
29.70	N 78°19'41.6" E		
DE10011	40.61 L	204+19.34	OLD POWERS FERRY RD
44.75	N 46°17'47.1" E		
DE10012	46.59 L	204+72.32	OLD POWERS FERRY RD
13.79	S 48°21'25.3" E		
DE10013	32.88 L	204+74.14	OLD POWERS FERRY RD
64.56	S 42°12'03.9" W		
47	18.11 L	204+04.52	OLD POWERS FERRY RD
ARC LENGTH	42.45		
CHORD BEAR	5 46°54'24.1" W		
LNTH CHORD	42.40		
RADIUS	258.42		
DEGREE	22°10'16.4"		
49	3.43 L	203+63.03	OLD POWERS FERRY RD
REOD R/W	4400.85	SF	
REOD R/W	0.101	ACRES	
REMAINDER	+/- 0.60	ACRES	

PAR 4 - MEHRDAD VARZI

300 KELSON DR.

SANDY SPRINGS, GA 30327

SEE SHEETS 3 & 6

EASEMENT FOR CONSTRUCTION

DE4-P

& MAINTENANCE OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10011	40.61 L	204+19.34	OLD POWERS FERRY RD
29.70	S 78°19'41.6" W		
DE10010	48.38 L	203+84.99	OLD POWERS FERRY RD
97.82	N 15°35'06.3" W		
DE10009	60.89 R	102+87.96	NORTHSIDE DR
30.13	N 51°18'07.2" W		
DE10008	43.35 R	103+12.46	NORTHSIDE DR
13.18	N 15°40'47.5" E		
DE10007	50.22 R	103+23.71	NORTHSIDE DR
21.22	N 43°09'56.2" W		
DE10006	40.43 R	103+42.53	NORTHSIDE DR
11.84	N 15°35'06.3" W		
DE20013	40.47 R	103+54.07	NORTHSIDE DR
21.35	N 73°52'27.0" E		
DE20014	61.82 R	103+54.07	NORTHSIDE DR
22.45	S 42°09'01.9" E		
DE20015	71.81 R	103+34.42	NORTHSIDE DR
22.68	S 0°30'30.6" W		
DE20016	65.47 R	103+12.64	NORTHSIDE DR
41.67	S 57°22'01.8" E		
DE20018	57.33 L	203+97.06	OLD POWERS FERRY RD
56.78	N 56°31'59.2" E		
DE20019	55.49 L	204+84.35	OLD POWERS FERRY RD
21.88	S 44°14'24.6" E		
DE20020	33.61 L	204+84.35	OLD POWERS FERRY RD
8.98	S 42°12'03.9" W		
DE10013	32.88 L	204+74.14	OLD POWERS FERRY RD
13.79	N 48°21'25.3" W		
DE10012	46.59 L	204+72.32	OLD POWERS FERRY RD
44.75	S 46°17'47.1" W		
DE10011	40.61 L	204+19.34	OLD POWERS FERRY RD
REOD EASMT	3019.83	SF	
REOD EASMT	0.069	ACRES	

PAR 5 - DANIEL UGGLA

1561 TOWNE PARK LN.

FRANKLIN, TN 37067

SEE SHEETS 3, 4 & 5

REQ'D R/W

DES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
31	24.73 L	102+61.68	NORTHSIDE DR
58.31	N 72°11'02.0" W		
DE10014	34.16 L	201+92.86	RIVERVIEW RD
34.49	N 59°31'42.2" E		
DE10015	40.00 L	103+02.67	NORTHSIDE DR
48.08	N 15°42'13.1" W		
DE10005	40.00 L	103+50.76	NORTHSIDE DR
ARC LENGTH	155.97		
CHORD BEAR	N 26°36'08.3" W		
LNTH CHORD	155.03		
RADIUS	409.99		
DEGREE	13°58'30.1"		
DE10022	40.00 L	105+21.95	NORTHSIDE DR
16.65	N 55°15'26.9" E		
DE10023	23.36 L	105+21.10	NORTHSIDE DR
ARC LENGTH	148.97		
CHORD BEAR	S 27°01'24.0" E		
LNTH CHORD	147.98		
RADIUS	373.09		
DEGREE	15°21'25.9"		
30	24.34 L	103+64.05	NORTHSIDE DR
101.65	S 15°35'06.1" E		
31	24.73 L	102+61.68	NORTHSIDE DR
REOD R/W	4452.90	SF	
REOD R/W	0.102	ACRES	
REMAINDER	+/- 1.93	ACRES	

PAR 5 - DANIEL UGGLA

1561 TOWNE PARK LN.

FRANKLIN, TN 37067

SEE SHEETS 3, 4 & 5

EASEMENT FOR

DES-T1

CONSTRUCTION OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10014	34.16 L	201+92.86	RIVERVIEW RD
37.00	N 72°11'02.0" W		
DE20021	31.41 L	201+50.95	RIVERVIEW RD
55.47	N 49°51'45.7" E		
DE20022	53.70 L	103+37.26	NORTHSIDE DR
28.44	S 44°29'32.8" E		
DE20023	40.00 L	103+12.33	NORTHSIDE DR
9.66	S 15°42'13.1" E		
DE10015	40.00 L	103+02.67	NORTHSIDE DR
34.49	S 59°31'42.2" W		
DE10014	34.16 L	201+92.86	RIVERVIEW RD
REOD EASMT	1572.72	SF	
REOD EASMT	0.036	ACRES	

OBLITERATE & REMOVE PAVEMENT
& GRADE TO DRAIN

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
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE EXHIBIT TABLE)

HNTB

191 PEACHTREE STREET, NE
SUITE 3300
ATLANTA, GEORGIA 30303

SANDY SPRINGS
GEORGIA



DATE	REVISIONS	CITY OF SANDY SPRINGS DEPARTMENT OF PUBLIC WORKS
		RIGHT OF WAY
		PROJECT: TS106
		COUNTY: FULTON
		LAND LOT NO: 204
		LAND DISTRICT: 17
		DATE: 07/31/2020 SHEET 8 OF 9

PAR 5 - DANIEL UGGLA
1561 TOWNE PARK LN.
FRANKLIN, TN 37067
SEE SHEETS 3, 4 & 5

EASEMENT FOR
CONSTRUCTION OF SLOPES
DE5-T2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20026	20.66 L	200+50.00	RIVERVIEW RD
	19.29	N 25°19'24.2" E	
DE20027	39.94 L	200+50.00	RIVERVIEW RD
	50.21	S 66°50'32.0" E	
DE20028	41.85 L	201+00.00	RIVERVIEW RD
	18.01	S 25°33'45.9" W	
DE20029	23.84 L	201+00.00	RIVERVIEW RD
	22.07	N 72°11'02.0" W	
43	20.94 L	200+18.22	RIVERVIEW RD
	28.22	N 65°15'34.1" W	
DE20026	20.66 L	200+50.00	RIVERVIEW RD
REOD EASMT	972.59	SF	
REOD EASMT	0.022	ACRES	

PAR 5 - DANIEL UGGLA
1561 TOWNE PARK LN.
FRANKLIN, TN 37067
SEE SHEETS 3, 4 & 5

EASEMENT FOR CONSTRUCTION
& MAINTENANCE OF SLOPES
DES-P

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20023	40.00 L	103+12.33	NORTHSIDE DR
	28.44	N 44°29'32.8" W	
DE20022	53.70 L	103+37.26	NORTHSIDE DR
	162.57	N 29°01'35.8" W	
DE20024	63.08 L	105+23.24	NORTHSIDE DR
	23.11	N 55°15'26.9" E	
DE10022	40.00 L	105+21.95	NORTHSIDE DR
ARC LENGTH	155.97		
CHORD BEAR	S 26°36'08.3" E		
LNTH CHORD	155.03		
RADIUS	409.99		
DEGREE	13°58'30.1"		
DE10005	40.00 L	103+50.76	NORTHSIDE DR
	38.42	S 15°42'13.1" E	
DE20023	40.00 L	103+12.33	NORTHSIDE DR
REOD EASMT	4138.32	SF	
REOD EASMT	0.095	ACRES	

OBLITERATE & REMOVE PAVEMENT
& GRADE TO DRAIN

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
REOD R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)

HNTB

191 PEACHTREE STREET, NE
SUITE 3300
ATLANTA, GEORGIA 30303

SANDY SPRINGS

GEORGIA



DATE	REVISIONS

CITY OF SANDY SPRINGS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY

PROJECT: TS106
COUNTY: FULTON
LAND LOT NO: 204
LAND DISTRICT: 17
DATE: 07/31/2020 SHEET 9 OF 9

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY,
PERMANENT CONSTRUCTION AND MAINTENANCE OF SLOPES EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT ON PROPERTY LOCATED IN LAND LOT 204
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 an Agreement to Purchase Fee Simple Right of Way, Permanent Construction and Maintenance of Slopes Easement and Temporary Construction Easement by the City of Sandy Springs for property located at 5350 Riverview Road owned by Daniel Uggla in Land Lot 204 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-106 Northside Drive @ Riverview Road/Old Powers Ferry Roundabout Project, the City approves the acceptance of an Agreement to Purchase Fee Simple Right of Way, Permanent Construction and Maintenance of Slopes Easement and Temporary Construction Easement on property located in Land Lot 204 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 15th day of December, 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 25, 2020 Submission for the December 15, 2020 Meeting

ITEM: Request For Mayor And City Council Consideration of a Resolution to Approve the Appropriation of Certain Property Rights and Interests located at 5335 Northside Drive NW, Fulton County, Georgia, Parcel ID: 17 0204 LL0074 through the Use of Eminent Domain

Recommendation:

The City Attorney recommends that the Mayor and City Council approve the use of eminent domain to acquire a portion of property and associated rights to facilitate the construction of certain Intersection Improvements known as TS-106 Northside Drive at Riverside Road – Old Powers Ferry Road (“Project”), such portion being located in Land Lot 204 of the 17th District, Fulton County, Georgia, Parcel Number 17-0204-LL0074 (the portion of the property required for the Project hereinafter referred to as the “Subject Property”).

Background:

The Subject Property is owned by Dallas Austin (“Owner”). The Subject Property consists of approximately 1,001.01 square feet for right-of-way, 941.51 square feet for permanent easement; and, 358.50 square feet for temporary easement. In order to allow the Project to proceed, property rights are required over, under, and through the Subject Property.

Discussion:

An appraisal has been performed by Craig Hammond, MAI, who estimated just and adequate compensation for the Subject Property to be \$22,400.00. The Owner has agreed to compensation of \$26,000.00. However, title to the property is clouded including several years’ worth of Federal and State tax liens. The exercise of eminent domain will enable the City to obtain clear title to the Subject Property allowing the Project to proceed in a timely and cost effective manner. As part of the eminent domain process, the City would deposit into the court registry the sum of \$26,000.00 to which the Owner, and any other person(s) having an interest or claim against the Subject Property, will be endowed with rights to the compensation deposited with the Court.

Financial Impact:

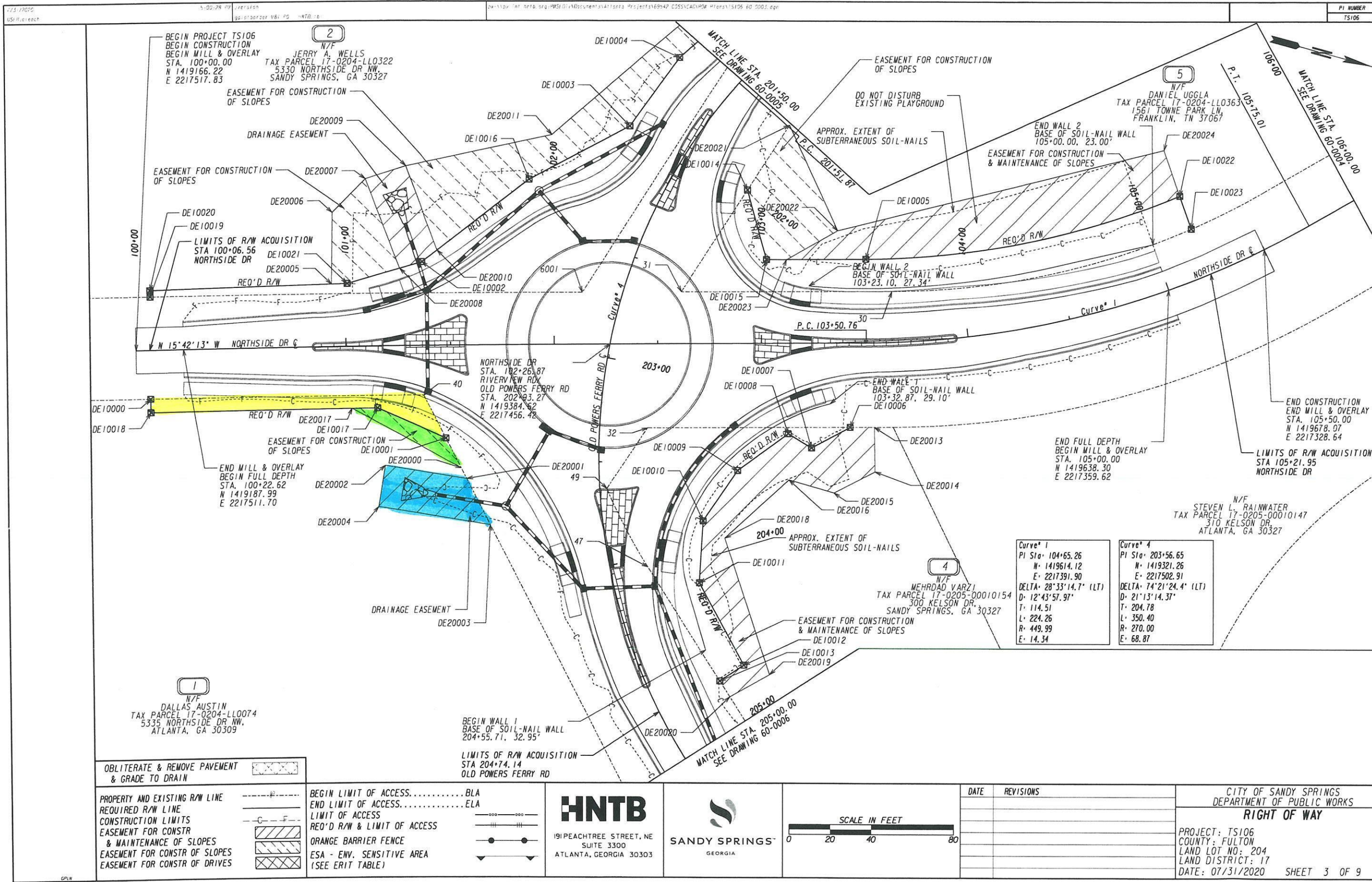
There are sufficient funds in the Project.

Alternatives:

None at this time.

Attachments:

1. Project Profile_PLAT_TS-106 P1
2. Resolution Authorizing Condemnation (5335 Northside)

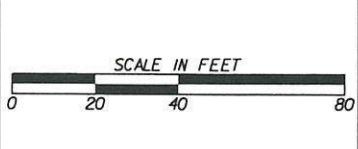


OBLITERATE & REMOVE PAVEMENT & GRADE TO DRAIN	
PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS.....BLA	
END LIMIT OF ACCESS.....ELA	
LIMIT OF ACCESS	
REQ'D R/W & LIMIT OF ACCESS	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	

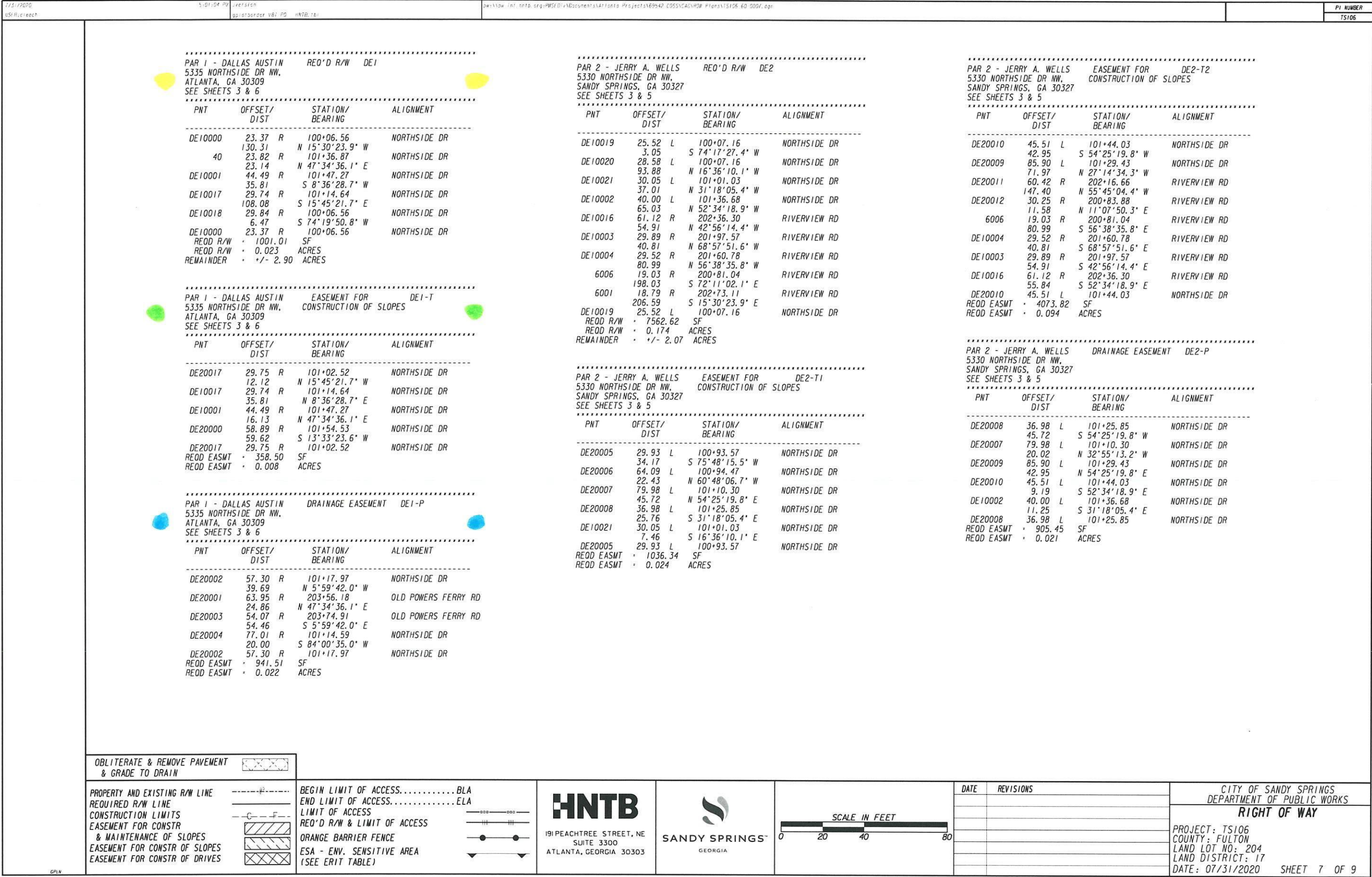
HNTB
191 PEACHTREE STREET, NE
SUITE 3300
ATLANTA, GEORGIA 30303

SANDY SPRINGS
GEORGIA



DATE	REVISIONS

CITY OF SANDY SPRINGS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY
PROJECT: TS106
COUNTY: FULTON
LAND LOT NO: 204
LAND DISTRICT: 17
DATE: 07/31/2020 SHEET 3 OF 9



RESOLUTION NO. _____

STATE OF GEORGIA

COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE APPROPRIATION OF CERTAIN
PROPERTY RIGHTS AND INTERESTS LOCATED AT 5335 NORTHSIDE DRIVE
NW, FULTON COUNTY, GEORGIA, PARCEL ID: 17 0204 LL0074 THROUGH
THE USE OF EMINENT DOMAIN**

WHEREAS, the Department of Public Works, has determined it is necessary to facilitate the construction of certain Intersection Improvements known as TS-106 Northside Drive at Riverside Road – Old Powers Ferry Road (“Project”); and

WHEREAS, in order to construct the Project, certain property rights and interests are required over, under, and through the property located at 5335 Northside Drive, NW within the City of Sandy Springs, those interests being more particularly described in Exhibit “A” attached to this resolution (“Subject Property”); and

WHEREAS, the Mayor and Council have considered the Project and determined that appropriation of the rights and interests upon the Subject Property are necessary and must be carried out expeditiously to ensure free and clear title to the Subject Property, ensure the protection of the public, and timely completion of the Project; and

WHEREAS, the Mayor and City Council find that the circumstances are such that it is necessary to proceed with appropriation under eminent domain provisions of Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated (“Georgia Code”);

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

1. The City Attorney’s office is hereby authorized to acquire through the use of eminent domain pursuant to Title 32 of the Georgia Code the necessary property rights and interests over, under, and across the property located at 5335 NORTHSIDE DRIVE NW, FULTON COUNTY, GEORGIA, PARCEL ID: 17 0204 LL0074 in order to ensure that the City acquires free and clear title to such rights and interests, to ensure protection of the public, and the timely completion of the Project; and

2. The City Manager and City Attorney are hereby authorized to take such actions as may be necessary to effectuate the intent of this resolution.

SO RESOLVED, this _____ day of _____, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

EXHIBIT "A"
LAND DESCRIPTION
Parcel ID: 17 0204 LL0074

REQUIRED RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 204, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

COMMENCING AT THE 60D NAIL FOUND NEAR THE NORTH WEST CORNER OF PIN 17 0204 LL0074, KNOWN AS THE POINT OF COMMENCEMENT, THENCE SOUTH 4°41'56.1" WEST FOR A DISTANCE OF 8.25 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE SOUTH 15°30'23.9" EAST FOR A DISTANCE OF 130.31 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL AND POINT OF BEGINNING;

THENCE LEAVING SAID POINT OF BEGINNING, NORTH 15°30'23.9" WEST FOR A DISTANCE OF 130.31 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE NORTH 47°34'36.1" EAST FOR A DISTANCE OF 23.14 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE SOUTH 8°36'28.7" WEST FOR A DISTANCE OF 35.81 FEET TO A POINT ALONG THE DESCRIBED REQUIRED RIGHT OF WAY, THENCE SOUTH 15°45'21.7" EAST FOR A DISTANCE OF 108.08 FEET TO A POINT ALONG THE DESCRIBED REQUIRED RIGHT OF WAY, THENCE SOUTH 74°19'50.8" WEST FOR A DISTANCE OF 6.47 FEET BACK TO THE POINT OF BEGINNING.

SAID REQUIRED RIGHT OF WAY HAVING AN AREA OF 1001.01 SQUARE FEET.

TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 204, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

COMMENCING AT THE 60D NAIL FOUND NEAR THE NORTH WEST CORNER OF PIN 17 0204 LL0074, KNOWN AS THE POINT OF COMMENCEMENT, THENCE SOUTH 19°51'27.2" EAST FOR A DISTANCE OF 42.20 FEET TO A POINT ALONG THE REQUIRED RIGHT OF WAY OF SAID PARCEL AND POINT OF BEGINNING;

THENCE LEAVING SAID POINT OF BEGINNING, NORTH 15°45'21.7" WEST FOR A DISTANCE OF 12.12 FEET TO A POINT ALONG THE REQUIRED RIGHT OF WAY OF SAID PARCEL, THENCE NORTH 8°36'28.7" EAST FOR A DISTANCE OF 35.81 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE NORTH 47°34'36.1" EAST FOR A DISTANCE OF 16.13 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE SOUTH 13°33'23.6" WEST FOR A DISTANCE OF 59.62 FEET BACK TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES HAVING AN AREA OF 358.50 SQUARE FEET.

PERMANENT DRAINAGE EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 204, 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA.

COMMENCING AT THE 60D NAIL FOUND NEAR THE NORTH WEST CORNER OF PIN 17 0204 LL0074, KNOWN AS THE POINT OF COMMENCEMENT, THENCE NORTH 65°45'49.2" EAST FOR A DISTANCE OF 17.99 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE NORTH 47°34'36.1" EAST FOR A DISTANCE OF 21.84 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE SOUTH 5°59'42.0" EAST FOR A DISTANCE OF 39.69 FEET TO A

POINT ALONG THE HEREIN DESCRIBED PERMANENT DRAINAGE EASEMENT AND POINT OF BEGINNING;

THENCE LEAVING SAID POINT OF BEGINNING, NORTH 5°59'42.0" WEST FOR A DISTANCE OF 39.69 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE NORTH 47°34'36.1" EAST FOR A DISTANCE OF 24.86 FEET TO A POINT ALONG THE EXISTING RIGHT OF WAY OF SAID PARCEL, THENCE SOUTH 5°59'42.0" EAST FOR A DISTANCE OF 54.46 FEET TO A POINT ALONG THE DESCRIBED PERMANENT DRAINAGE EASEMENT, THENCE SOUTH 84°00'35.0" WEST FOR A DISTANCE OF 20.00 FEET BACK TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT HAVING AN AREA OF 941.51 SQUARE FEET.



SANDY SPRINGS

GEORGIA

To: Andrea Surratt, City Manager

From: Dan Lee, City Attorney

Date: December 9th Submission for the December 15th, 2020 Regular Council Meeting

Subject: Request for Mayor and City Council Consideration of Memorandum of Agreement ("Agreement") Between the City of Sandy Springs and the City of Sandy Springs Development Authority

Recommendation:

Staff recommends approval of the attached resolution to approve and authorize the City Manager to execute the above-referenced Agreement with the City of Sandy Springs Development Authority ("Authority").

Background:

At its November 17, 2020 meeting, City Council allocated budget funding from the City's general fund in the amount of \$1,200,000 for a Small Business Relief Grant Program ("Program"). The purpose of the Program is to promote continuity of small businesses in the City that have been impacted by the COVID-19 pandemic, to encourage retention of employees, and to otherwise further economic development within the City.

Because the purpose of the Program is to promote and encourage economic development, the City desires to contract with the Authority for administration of the Program and to describe the respective responsibilities and requirements for the awarding of funds to qualifying small businesses meeting the criteria and other requirements of the Program, as previously presented to Council.

Businesses receiving funds under the Program will be required to sign a contract with the Authority to ensure accountability of the use of such funds. Funds will be paid out as a reimbursement after all contract requirements are met by the business receiving funds, including proper documentation of the expenditure of funds.

Alternatives:

City Council could determine not to approve the resolution and agreement and provide further instruction to City staff.

Attachment:

Resolution, with attached Agreement.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE CITY OF SANDY SPRINGS AND
THE CITY OF SANDY SPRINGS DEVELOPMENT AUTHORITY
IN FURTHERANCE OF ECONOMIC DEVELOPMENT**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between the City of Sandy Springs, Georgia ("City"), and the City of Sandy Springs Development Authority ("Authority"), this _____ day of _____, 2020.

W I T N E S S E T H:

WHEREAS, the City is a municipal corporation created and existing pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, the Authority was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia of 1983 and the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62-1, et seq.), as amended, and an activating resolution adopted by the City Council on October 9, 2007; and

WHEREAS, one of the authorized purposes of the Authority is to promote economic development in and for the City; and

WHEREAS, the City has within its geographic boundaries many small businesses that contribute to the economic development and growth of the City and benefit the public health and general welfare of its residents; and

WHEREAS, the City is currently responding to the outbreak of the novel coronavirus ("COVID-19 Pandemic") that has impacted cities worldwide; and

WHEREAS, in response to the pandemic, the City has issued ordinances and other communications to its citizens to encourage staying at home, wearing of masks and compliance with the guidelines of the Centers for Disease Control and other health authorities ("Public Health Measures"); and

WHEREAS, these Public Health Measures have had and it is anticipated will continue to have a disproportionate adverse impact on small businesses that have experienced a drop in customers and revenue; and

WHEREAS, these Public Health Measures have had a severe adverse impact on the incomes of the employees and hourly wage earners of the small businesses in the City and have therefore affected the ability of small business to retain employees and continue operations; and

WHEREAS, in response to this ongoing crisis, the City and the Authority deem it beneficial and appropriate to develop a program to promote and encourage economic development activity during the COVID-19 Pandemic; and

WHEREAS, at its November 17, 2020 meeting, Mayor and City Council allocated funding in the amount of \$1,200,000 ("Funds") for a Small Business Relief Grant Program ("Program") for the purpose

of promoting continuity of small businesses in the City that have been impacted by the COVID-19 pandemic and thereby encouraging economic development within the City; and

WHEREAS, by complying with the criteria and requirements of the Program, small businesses can receive a portion of the Funds as described herein to promote the prospects of small business continuity in the City, continued job opportunities and retention, and local economic development; and

WHEREAS, the parties deem it beneficial and appropriate to enter into this Agreement to provide the terms and conditions of the award of Funds and administration of the Program and to express their understandings, agreements and expectations with respect to the Program; and

WHEREAS, the Authority desires to assist the City to further the economic development purposes stated herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and such other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Obligations of the City

The City hereby makes a financial commitment of up to \$1,200,000 to the Authority, upon the terms and conditions stated herein, for the purpose of awarding such Funds to qualifying small businesses meeting the criteria and other requirements of the Program.

Businesses receiving Funds will be required to sign a contract with the Authority to ensure accountability of the use of such Funds. Funds will be paid out as a reimbursement after all contract requirements are met by the business receiving the Funds, including proper documentation of the expenditure of Funds.

2. Obligations of the Authority

The Authority hereby agrees to work with the City to award Funds to businesses eligible to receive Funds. Such businesses shall have complied with all application requirements and shall otherwise have met the Program criteria, generally as described in Exhibit A attached hereto and incorporated herein by this reference.

4. Term and Termination

This Agreement shall be effective upon execution for a term of one (1) year, or until all Funds have been expended as contemplated by this Agreement.

5. Relationship of Parties

Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the Authority and the City. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the Authority and the City.

6. Notices

Any notice required by this Agreement or given in connection with this Agreement shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to the Authority: William "Chip" Collins, Chairman
City of Sandy Springs Development Authority
1 Galambos Way
Sandy Springs, Georgia 30328

If to the City: Andrea Surratt, City Manager
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

7. Counterparts

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

8. Assignment

The Authority shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by the Authority without the prior express written approval of the City shall remain without force and effect and, at the City's sole option, shall serve to terminate this Agreement without any notice to the Authority of such termination.

9. Governing Law

This Agreement is entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this MOU to be executed and their seals to be affixed and attested all as of the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Andrea Surratt, City Manager

Attest:

Raquel Gonzalez, City Clerk

[Signatures Continued on Following Page]

CITY OF SANDY SPRINGS DEVELOPMENT AUTHORITY

By: _____
William "Chip" Collins, Chairman

Attest:

Name: _____
Title: Secretary

EXHIBIT A

GENERAL REQUIREMENTS FOR THE PROGRAM

Application Process

- Online portal to accept applications will be open from December ____, 2020. 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 Authority before funding is released.
- Funds will be made available on a first-come, first-served basis.

Funding Tiers

Funding will be available in three (3) different tiers based upon the total number of employees reported on the business' W3 Summary or IRS Form 941 prior to March 1, 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

Each business owner seeking Funds will be required to complete an application based on the objective requirements approved by the 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 (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 applications to certify that an applicant has met the established criteria established before funds are released. No member of the committee will be eligible to apply for or receive business relief assistance under this Program.

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. Specifically, small businesses applying for Funds shall demonstrate that the small business:

- Has its principal location inside the City;
- Has been in business and operating in the City a minimum of one (1) year prior to March 1, 2020;
- Has had a reduction in sales/revenue due to COVID-19 through its most recent Year-to-Date Profit and Loss Statement; and
- Has been able to retain its employees through any shutdown or COVID effect.

Disqualified Businesses

The following small businesses are disqualified from applying for Funds under the Program:

- Businesses that are publicly traded, partially owned by a hedge fund, or corporate-owned franchises are not eligible.
- 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.
- Businesses owned or operated by officials or employees of the City, or the Sandy Springs Perimeter Chamber of Commerce are not eligible fund recipients.
- Businesses with unpaid code enforcement liens or violation of any state, federal or local laws.
- Businesses with legal actions against or from the City are not eligible.
- Business in which any owner is presently involved in any bankruptcy or criminal action.
- Businesses in which an 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).
- Gambling institutions, multi-level marketing organizations, real estate investment trusts, and adult entertainment operations.

Eligibility Requirements

The following are the basic eligibility requirements for small businesses to be considered for funding through the Program. The independent volunteer oversight committee will review each application to ensure that all eligibility requirements are met. Incomplete applications will not be considered.

The eligibility requirements shall include the following:

- The business must have registered as a business with the City as of March 1, 2019 and have current occupational tax license (business license) for the year 2020;
- The business must demonstrate business interruption as a result of the COVID-19 Pandemic;
- The business must certify on the application that the Funds will only be used for authorized business expenses as described below;
- The business must plan to resume normal operations after emergency guidelines are lifted;
- The business shall cooperate with appropriate officials for auditing purposes;
- The business must demonstrate ongoing business operations a minimum of one (10 year prior to March 1, 2020;
- The business does not have to be a member of the Sandy Springs Perimeter Chamber; and
- The business must commit to complying with COVID-19 Safety Guidelines as recommended by the Centers for Disease Control and other public health authorities.

Eligible Uses

Funds may be used to reimburse the following costs of business interruption due to the COVID-19 Pandemic as a result of required closures, voluntary closures to promote social distancing, or

decreased customer demand and employee retention, subject to proper documentation for reimbursement. The following are approved uses for the Funds:

- 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; and
- Personal protective equipment, sanitation supplies and equipment.

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF SANDY SPRINGS DEVELOPMENT AUTHORITY IN FURTHERANCE OF ECONOMIC DEVELOPMENT; TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAME; AND FOR OTHER PURPOSES

WHEREAS, the City is a municipal corporation created and existing pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, the Authority was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia of 1983 and the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62-1, et seq.), as amended, and an activating resolution adopted by the City Council on October 9, 2007; and

WHEREAS, one of the authorized purposes of the Authority is to promote economic development in and for the City; and

WHEREAS, the City has within its geographic boundaries many small businesses that contribute to the economic development and growth of the City and benefit the public health and general welfare of its residents; and

WHEREAS, the City is currently responding to the outbreak of the novel coronavirus ("COVID-19 Pandemic") that has impacted cities worldwide; and

WHEREAS, in response to the pandemic, the City has issued ordinances and other communications to its citizens to encourage staying at home, wearing of masks and compliance with the guidelines of the Centers for Disease Control and other health authorities ("Public Health Measures"); and

WHEREAS, these Public Health Measures have had and it is anticipated will continue to have a disproportionate adverse impact on small businesses that have experienced a drop in customers and revenue; and

WHEREAS, these Public Health Measures have had a severe adverse impact on the incomes of the employees and hourly wage earners of the small businesses in the City and have therefore affected the ability of small business to retain employees and continue operations; and

WHEREAS, in response to this ongoing crisis, the City and the Authority deem it beneficial and appropriate to develop a program to promote and encourage economic development activity during the COVID-19 Pandemic; and

WHEREAS, at its November 17, 2020 meeting, City Council allocated funding in the amount of \$1,200,000 for a Small Business Relief Grant Program ("Program") for the purpose of promoting continuity of small businesses in the City that have been impacted by the COVID-19 pandemic and thereby encouraging economic development within the City; and

WHEREAS, by complying with the criteria and requirements of the Program, small businesses can receive a portion of the Funds to promote the prospects of small business continuity in the City, continued job opportunities and retention, and local economic development; and

WHEREAS, the parties deem it beneficial and appropriate to enter into the attached Memorandum of Agreement in Furtherance of Economic Development ("Agreement") to set forth the terms and conditions of the award of Funds and administration of the Program and to express their understandings, agreements and expectations with respect to the Program;

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

1. The Agreement in the form attached is hereby approved; and
2. The City Manager is hereby authorized to execute the attached Agreement, subject to the review and approval of the City Finance Director and the City Attorney; and
3. The City Manager and the City Attorney are hereby authorized to make such minor revisions to the Agreement as may be deemed necessary to effectuate the intent of this resolution; and
4. The City Manager and the City Attorney are hereby authorized to take such other actions as may be deemed appropriate or necessary to effectuate the intent of this resolution.

RESOLVED this _____ day of December, 2020.

Approved:

Russell Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

SEAL



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Boyd, Paralegal

DATE: December 8, 2020 Submission for the December 15, 2020 Meeting

ITEM: Request For Mayor And City Council Consideration of Approval of a Consent Order Between the Georgia Department of Natural Resources, Environmental Protection Division and the City of Sandy Springs Related to Georgia Safe Dams Act of 1978 and Lake Forrest Dam

Recommendation:

The City Attorney recommends the City of Sandy Springs (the "City") enter into a Consent Order with the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") which sets forth the terms and conditions upon which the City will undertake to meet EPD requirements in pursuant to the Georgia Safe Dams Act, O.C.G.A. § 12-5-370, et seq. ("Safe Dams Act").

Background:

The City has been suffering with the ownership of a dam that is also a roadway, Lake Forest Drive, at its intersection with the City of Atlanta (COA). In 2009, notwithstanding the fact the dam has been in place for more than 50 years, the Safe Dams Division of the Environmental Protection Division of the Georgia Department of Natural Resources declared the Lake Forest dam a Category I dam. Under Georgia Law the owners of the dam were required to apply for a dam permit, within 180 days. The State identified five dam owners: COA, COSS, Harrison, Aleman and Three Lakes Corporation (the HOA of the homes on the lake). An application has never been made for a Category I dam permit. The State allowed the lack of permit given the lowering of the lake level in April 2016 but have continuously issued regular complaints to the owners. The cities' continued research thru Schnabel to engineer a fix and develop the options. In addition, the State has attempted to issue other orders; in December 2016, June 2017 and November 2018, requiring actions of the dam owners toward either getting a permit or presenting a plan for corrective action. In 2019 Schnabel's report to EPD indicated the principal spillway was in poor condition. The Cities are prepared to move forward with the temporary work on the spillway and EPD has approved that plan.

Discussion:

This matter has been further complicated in that two of the homeowners on the lake have sued all the dam owners because of the loss of their water level and the use of the lake. Those lawsuits are pending and are defended and covered by our insurance carrier. The Cities have worked very well together and

are on the same page in the defense of the lawsuits and the attempts at discovering a path forward.

EPD has attempted many times to present a proposed Consent Order setting out the corrective actions to repair the dam. To date they have made seven proposals and none of the proposals included the language that either the attorney for COA nor I could recommend. The status of the proposal attached hereto is what the attorney for COA and I can recommend to you.

This proposal covers three major elements. First, the previous proposals were tied to the calendar, in that the milestones were dates, with no contingencies. Plain deadlines that we could not meet because of the parties involved and the litigation put the cities in a precarious position. We find ourselves in a potential litigation position with the lake homeowners and we do not know when litigation will end and what the outcome of the litigation will be. The proposal before you does not require anything of the cities until all litigation is concluded. This puts the City in a better place given the possibility of additional litigation.

Second, this proposal allows as an option the breaching of the dam. The staff and I believe that it is imperative that it be an option in any consent agreement with EPD.

Third, the other achievement of this proposal is the language making requirements of the other dam owners. As you will remember the cities have taken the lead in this matter since 2009, the other dam owners have been told that the cities would not go it alone with any construction costs unless the other dam owners supplied the necessary easements at no cost to the cities. This proposal sets out language that gets the cities closer to gaining the easements and releases needed to comply with the options under the Consent Order with EPD. Item 1 (page 6) of this proposal states..."Respondent shall take reasonable steps to ensure that they have access to all property necessary to conduct activities to maintain the lower lake level and shall give reasonable advanced notice to all property owners, including the other dam responsible parties, of any planned activities that may require access to their property. Reasonable steps do not require the respondent paying for or providing any consideration to other dam responsible parties for such access.", this language is going to be very helpful getting this matter to a conclusion and is one of the main reasons I recommend the adoption of the proposed consent agreement.

The remaining language of the proposed consent order relates to matters that are already being done by the cities.

Financial Impact:

There is a written cost sharing agreement between the City and COA that continues to work very well.

Alternatives:

Without the entry of a negotiated understanding, continued noncompliance of the Safe Dams Act could result in a potential violation of law and monetary penalties.

Attachments:

1. Resolution Approve EPD Consent Order_121520
2. Lake Forrest CO (COSS)_110920 final

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO APPROVE A CONSENT ORDER BETWEEN GEORGIA
DEPARTMENT OF NATURAL RESOURCES, ENVIRONMENTAL PROTECTION
DIVISION AND THE CITY OF SANDY SPRINGS RELATED TO GEORGIA SAFE
DAMS ACT OF 1978 AND LAKE FORREST DAM**

WHEREAS, Lake Forrest Dam ("LFD") impounds water for a contiguous lake(s) approximately .9729 acres near the 4600 block of Lake Forrest Drive in the City of Sandy Springs (the "City"); and

WHEREAS, the crest of LFD lies beneath a public roadway known as Lake Forrest Drive for which the right-of way is shared by the City and the City of Atlanta ("COA"); and

WHEREAS, on or about May 13, 2009, the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") classified LFD as a Category I dam, pursuant to the Georgia Safe Dams Act, O.C.G.A. § 12-5-370, et seq. ("Safe Dams Act"), due to a finding of probable loss of human life if LFD failed; and

WHEREAS, pursuant to the Safe Dams Act and upon making the necessary corrective repairs to LFD, the City and COA were expected to make an Application for Dam Construction & Operation Permit (the "Permit") to the EPD within 180 days of its notification of the LFD's Category I classification; and

WHEREAS, the City and COA have shared jointly in addressing the LFD's deficiencies and, to date have taken certain actions to mitigate against the loss of life and property; however, lawsuits filed by third parties have delayed the compliance with the required Safe Dams Act design standards and Permit application; and

WHEREAS, the City, COA and EPD have negotiated a consent order that sets forth the terms and conditions upon which the parties will undertake to meet EPD requirements, pursuant to the Safe Dams Act; and

WHEREAS, the City desires to enter into the negotiated consent order upon the terms and conditions contained therein, in the form attached hereto as Exhibit A.

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

1. The Consent Order between the City of Sandy Springs and the Georgia Department of Natural Resources, Environmental Protection Division ("Consent Order") is hereby approved in the form as attached hereto as Exhibit A; and
2. The City Manager and the City Attorney are hereby authorized to make such changes to the attached Consent Order as may be deemed reasonable and necessary; and
3. The City Manager and City Attorney are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this the 15th day of December, 2020.

RUSSELL K. PAUL, Mayor

Attest:

RAQUEL GONZALEZ, City Clerk

EXHIBIT “A”

Consent Order Between City of Sandy Springs and Georgia Department of Natural Resources,
Environmental Protection Division

**ENVIRONMENTAL PROTECTION DIVISION
DEPARTMENT OF NATURAL RESOURCES
STATE OF GEORGIA**

RE: City of Sandy Springs
The Honorable Rusty Paul, Mayor
Morgan Falls Office Park
7840 Roswell Road
Building 500
Sandy Springs, GA 30350

EPD-WP-

CONSENT ORDER

WHEREAS, the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter the “Division”) alleges that the City of Sandy Springs (hereinafter the “Respondent”), along with the City of Atlanta, the Three Lakes Corporation, Gilbert Aleman, and William H. Harrison, own and/or operate the Lake Forrest Dam (hereinafter the “Dam”) located in Fulton County, Georgia; and

Authority

WHEREAS, under the “Georgia Safe Dams Act of 1978” as amended O.C.G.A. § 12-5-370 et seq. (hereinafter the “Safe Dams Act”), the General Assembly of Georgia designated the Director of the Division, (hereinafter the “Director”) to administer the provisions of the Safe Dams Act; and

WHEREAS, the Rules for Dam Safety, Ga. Comp. R. and Regs. 391-3-8, et seq., as amended (hereinafter the “Rules for Dam Safety”), authorized under O.C.G.A. § 12-5-374 of the Safe Dams Act, were established and became effective; and

WHEREAS, the Safe Dams Act authorizes the Director to issue permits for dams in Georgia, which permits stipulate the conditions, requirements, or limitations applicable to the dam and dam owner(s); and

WHEREAS, the Safe Dams Act authorizes the Director to issue orders as may be necessary to enforce compliance with the provisions of the Safe Dams Act and Rules for Dam Safety; and

WHEREAS, O.C.G.A. § 12-5-376(a) and the Rules for Dam Safety require owners and/or operators of a Category I dam to submit an “Application for Dam Construction & Operation Permit”, including all attachments, to the Director of the Division no later than one hundred eighty (180) days from the date of the letter classifying a dam as a Category I dam; and

WHEREAS, O.C.G.A. § 12-5-376(g) and (h) provides that all permitted dams must comply with the design standards described in the Rules for Dam Safety; and

WHEREAS, O.C.G.A. § 12-5-376(g) and (h) provides that no permit will be issued for a Category I dam in Georgia unless such dam has been brought into compliance with the design standards described in the Rules for Dam Safety; and

WHEREAS, the Division will issue any permit or breach approval to bring the Dam into compliance with the Rules for Dam Safety in the name of Respondent, the City of Atlanta, the Three Lakes Corporation, Gilbert Aleman, and William H. Harrison (collectively referred to herein as the “Dam Responsible Parties”);

History

WHEREAS, the Division has determined that the Dam is a “dam” in accordance with the definitions in the Safe Dams Act; and

WHEREAS, on May 13, 2009 the Director determined that the Dam is a Category I dam, as defined in O.C.G.A. § 12-5-375(a)(1), because failure or improper operation of the Dam would cause a probable loss of human life; and

WHEREAS, on May 13, 2009 the Director notified the Respondent of the Director's determination that the Dam is a Category I dam; and

WHEREAS, the Director has alleged that the Respondent, the City of Atlanta, the Three Lakes Corporation, Gilbert Aleman, and William H. Harrison are current owners and/or operators of the Dam (collectively referred to herein as the "Dam Responsible Parties"); and

WHEREAS, the Director's classification of the Dam as a Category I dam was not appealed, therefore Director's classification decision is now final; and

WHEREAS, a permit application was not submitted to the Division within 180 days of its notification of the Dam's classification to Category I; and

WHEREAS, in April 2016, the level of the lake retained by the Dam was lowered by the Respondent and the City of Atlanta, and the Division determined the plans to lower the lake level were acceptable; and

WHEREAS, on December 23, 2016, the Division sent the Dam Responsible Parties a letter providing a new 180-day deadline of June 21, 2017 to submit a complete permit application; and

WHEREAS, a permit application was not submitted to the Division on or before June 21, 2017; and

WHEREAS, the Respondent, the City of Atlanta, the Three Lakes Corporation, and the Division held a meeting on November 18, 2018 to discuss the status of the Dam;

WHEREAS, a permit application was not submitted to the Division following the November 18, 2018 meeting; and

WHEREAS, the principal spillway of the Dam is in poor condition, as documented in the March 22, 2019 inspection report by Schnabel Engineering, indicating that the Dam is not in compliance with the design standards described in the Rules for Dam Safety; and

WHEREAS, in 2017 and in the spring of 2019 lawsuits were filed by third parties¹ and cross-claims were filed by Dam Responsible Parties Aleman and Harrison against the Cities of Atlanta and Sandy Springs that may have an effect on the details of the plans to bring the Dam into compliance with the Safe Dams Act (the “Litigation”); and

WHEREAS, the Division wants to ensure that any plans submitted to the Division to bring the Dam into compliance with the Safe Dams Act or to breach the Dam so that it will no longer be subject to the Safe Dams Act will not be prevented from being carried out by the Litigation; and

WHEREAS, on August 15, 2019, Schnabel Engineering submitted a plan for addressing the poor condition of the spillway; and

WHEREAS, the Dam Responsible Parties met with the Division on February 19, 2020 to discuss the process to bring the Dam into compliance; and

WHEREAS, the Respondent, the City of Atlanta, and the Three Lakes Corporation agree to coordinate their efforts to bring the Dam into compliance; and

WHEREAS, on February 27, 2020, Schnabel Engineering submitted a revised plan for addressing the spillway (the “Plan”); and

¹ Lambeth v. City of Sandy Springs, No. 1:19-cv-02602-ELR (N. D. Ga. 2019); Lambeth v. Three Lakes Corp., No. 2017-CV-286413 (Ga. Super. Ct., Fulton Cnty. 2017); and Lambeth v. City of Sandy Springs, No. 2019CV320679 (Ga. Super. Ct., Fulton Cnty. 2019).

WHEREAS, on April 22, 2020, the Division approved of the temporary measures in the Plan which specified further lowering of the level of the lake retained by the Dam to elevation 898.0 feet above mean sea level (the “Lowered Lake Level”); and

WHEREAS, the Division and the Respondent agree that maintaining the Lowered Lake Level may aid in preventing further deterioration of conditions at the Dam;

WHEREAS, the Three Lakes Corporation Consent Order, EPD-WP-8995, references Three Lakes Corporation’s obligation to communicate with and encourage cooperation from those landowners whom the City of Atlanta and the City of Sandy Springs identify as those from whom they may need to obtain property access and/or easements to complete the work necessary to maintain the Lowered Lake Level and bring the dam into compliance with the Safe Dams Act;

Alleged Violations

WHEREAS, the Division alleges that the Respondent and the other Dam Responsible Parties failed to submit to the Division a complete application to operate a dam in accordance with the timeframe specified by the Division, in violation of O.C.G.A. § 12-5-376; and

Civil Penalties

WHEREAS, O.C.G.A. § 12-5-385 provides that any person violating any provision of the Safe Dams Act or any permit condition or limitation established pursuant to the Safe Dams Act or negligently or willfully failing or refusing to comply with any final order of the Director shall be liable for a civil penalty not to exceed \$1,000.00 for such violation, and an additional civil penalty not to exceed \$500.00 for each day during which the violation continues; and

Conditions

WHEREAS, the Director has determined that it is in the public interest to resolve all allegations concerning Respondent set forth above by entering into this Consent Order without the necessity of litigation and adjudication of the issues.

NOW THEREFORE, by agreement of the parties, before the taking of any testimony and without adjudicating the merits of the parties' positions in this matter, in order to resolve the violations alleged herein, the Director hereby ORDERS and the Respondent CONSENTS to the following:

1. The Respondent shall ensure that the level of the lake retained by the Dam remains at the Lowered Lake Level, subject to the level rising during and immediately after precipitation events, until the Dam has been permitted or breached in accordance with an application submitted pursuant to Condition No. 5 of this Order. The Respondent shall take reasonable steps to ensure that they have access to all property necessary to conduct activities to maintain the Lowered Lake Level and shall give reasonable advance notice to all property owners, including the other Dam Responsible Parties, of any planned activities that may require access to their property. Reasonable steps do not require the Respondent paying for or providing any consideration to other Dam Responsible Parties for such access.
2. The Respondent shall conduct monitoring of the Dam weekly and shall submit a written report to the Division no later than the 5th day of the month detailing the weekly monitoring conducted during the previous month. Monitoring shall include:
 - a) noting the lake level and the amount of flow in principal spillway pipe, including whether the Lowered Lake Level has been maintained;
 - b) inspection and noting of

- any signs of cracking in the road running across the Dam; c) any unusual increases in principal spillway flow; and d) other signs of increased seepage from the Dam. The report shall include photographs taken during weekly monitoring activities and shall document the monitoring of conditions a-d described in this Condition. This monitoring and report submission shall continue until the Dam has been permitted or breached in accordance with an application submitted pursuant to Condition No. 5 of this Order.
3. If Respondent determines that additional hazards or further deterioration of the Dam exist at any time before the Dam has been permitted or breached in accordance with an application submitted pursuant to Condition No. 5 of this Order, the Respondent shall notify the Division within one (1) business day of such determination of the additional hazard or further deterioration, and shall provide the Division a timeline for developing a plan to address the hazard or deterioration within five (5) business days. The Respondent's proposed plan for repair shall be submitted to the Division for review and approval pursuant to a timeline agreed upon by the Division.
 4. Within thirty (30) days after execution of this Order, the Respondent shall provide an update to the Division in writing regarding the status of the Litigation (e.g., whether the parties are conducting discovery, dates of any scheduled hearings, submission of dispositive motions). After that initial status update, the Respondent shall submit quarterly updates regarding the same no later than the 5th day of April, July, October, and January until issuance of a final adjudication in the Litigation.
 5. Within sixty (60) days after issuance of a final adjudication of the Litigation or such other timeframe as agreed to by the Division in writing, including taking into

consideration the status of the Respondent obtaining any necessary easements, the Respondent shall cause to be submitted to the Division either: a) a complete permit application package for the Dam, a Visual Inspection Report (VIR) complying with Section 3 of the 2015 edition of the Engineer Guidelines of the Safe Dams Program of the Watershed Protection Branch (“Engineer Guidelines”), design documents including plans and specifications and any other technical documents required to bring the Dam into compliance with the Safe Dams Act and Rules for Dam Safety, and an Operation and Maintenance Plan meeting all requirements in Section 8 of the Engineer Guidelines; or b) an application for breach of the Dam, including engineering plans meeting all requirements in Section 6.4 of the Engineer Guidelines. The Division agrees to issue any permit or breach application approval in the name of all Dam Responsible Parties.

Addresses. Correspondence and other submissions to be made to the Division shall be sent by electronic mail to Tom Woosley (tom.woosley@dnr.ga.gov) and hard copy addressed to:

Safe Dams Program, Watershed Protection Division
Georgia Environmental Protection Division
2 Martin Luther King Jr. Drive, SE, Suite 1152 East
Atlanta, Georgia 30334

Correspondence to the Respondent shall be sent by electronic mail to Mr. Daniel Lee (dlee@fmglaw.com) and hard copy addressed to:

City of Sandy Springs
The Honorable Russell K. Paul, Mayor
City Hall
1 Galambos Way
Sandy Springs, GA 30328

Compliance. This Order does not relieve the Respondent of any obligations or requirements under the Act and the Rules except, if applicable, as specifically authorized herein; which authorization shall be strictly construed.

Public Notice and Comment. This Order may be subject to public notice and comment upon final approval by the Director.

Time of Essence. Time is of the essence of this Order. Upon it becoming effective, the Respondent shall promptly commence their undertakings required herein and shall diligently pursue the accomplishment thereof.

Required Submissions. Upon the submission of any plan, report, or schedule, or any modified plan, report or schedule, required by this Order, the Division shall review the submission to determine its sufficiency. The Division shall notify the Respondent in writing whether the submission is approved or disapproved.

If the Division determines that the submission is disapproved, it shall provide the Respondent with a written notice of the deficiencies of the submission. The Respondent shall have thirty (30) days from the issuance of the Division's notice of deficiency to modify the submission to correct the deficiencies and resubmit it to the Division.

The failure of the Respondent to provide the Division with an ultimately approved submission on or before the specified due date, may, in the sole discretion of the Director, be deemed a violation of this Order. Upon approval by the Division, all submissions required by the terms of this Order are incorporated by reference into, and made a part of, this Order. Except as may be provided by this Order, noncompliance with the contents of such approved submissions shall be deemed noncompliance with this Order.

Division approval of any submission required by this Order is not intended as, nor shall such approval be construed as, certification by the Division that compliance with relevant state and federal laws, regulations, and permits will thereby be achieved, and such approval by the Division shall not provide the Respondent with a defense to an enforcement action taken by the Director pursuant to violations of the same. Division approval of any submission is strictly limited to the technical aspects of the submission and is not intended as, nor shall it be construed as, approval or acceptance of any statements, assertions, or representations of fact, of opinion, or of a legal nature that are contained in the document.

Force Majeure. Failure to complete a condition mandated by this Consent Order within the time period specified may be excused and not subject the Respondent to further enforcement action if the failure is the result of a force majeure event as identified below and Respondent complies the requirements set forth below. The Respondent shall have the burden of proving to EPD that it was rendered unable, wholly or in part, by Force Majeure to carry out their obligations.

The term “Force Majeure” as used herein shall be limited to the following: Act of God; strike, lockout, or other labor or industrial disturbance not caused by an unfair labor practice by the Respondent; act of the public enemy; war; blockade; public riot; fire; storm; flood; explosion; failure to secure timely and necessary federal, state, or local approvals or permits, provided such approvals or permits have been timely and diligently sought; or other delay caused by unforeseeable circumstances beyond the reasonable control of Respondent, their employees, agents, consultants, or contractors, as determined by EPD in its sole discretion. Force Majeure does not include financial inability to perform an obligation required by this Consent Order, the bankruptcy of a contractor or a failure to achieve compliance applicable regulatory permits.

The Respondent shall notify EPD verbally within 48 hours (or no later than the beginning of the next business day if the expiration of the 48 hours occurs on a weekend or holiday) from the time Respondent learns, or in the exercise of reasonable diligence should have learned, of any Force Majeure circumstances that may reasonably be expected to cause a schedule or performance delay. Within 10 days of such time, the Respondent shall submit to EPD a written notice as to the anticipated length (if known) and cause of any delay due to Force Majeure. Failure to so notify EPD shall constitute a waiver of any claim to Force Majeure.

The Respondent and EPD agree to negotiate informally and in good faith to identify delays resulting from Force Majeure. The Respondent shall comply with EPD's determination as to the appropriate time period to be excused by Force Majeure, which shall be communicated to the Respondent in writing. In the event that any circumstance or series of circumstances cause the schedule to extend over thirty (30) calendar days, the Respondent and EPD shall meet formally to assess the overall schedule impact and attempt to mitigate same.

If EPD determines that Force Majeure has occurred, the affected time for performance specified in this Consent Order shall be extended for a period of time equal to the delay resulting from such Force Majeure. The Respondent shall exercise due diligence and adopt all reasonable measures to avoid or minimize any delay.

Additional Conditions: This Order does not waive the Director's right to take further enforcement action against the Respondent, or imply that the Director will not take such action, either for (1) the violations alleged herein if the Respondent fails to fully comply with the conditions of this Order, or (2) violations not alleged herein based on any other relevant requirements of this Order, the law, rules, and permit(s).

This Order is executed and entered solely for the purpose of resolving and disposing of the alleged violations set forth herein and does not constitute a finding, adjudication, or evidence of a violation of any law, rule, or regulation by Respondent, and, by consenting to this Order, the Respondent does not admit to any factual allegation contained herein or to any violations of State laws. In addition, this Order is not intended to create and it shall not be construed or otherwise deemed to recognize or create any claim, right, liability, estoppel, or waiver of rights in favor of any third-party or parties.

The parties agree that any electronic signatures on this Consent Order constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

By agreement of the parties, this Order shall have the same force and binding effect as a Final Order of the Director and shall become final and effective immediately upon its execution by the Director. The parties further agree that this Order shall not be appealable by Respondent, and the Respondent hereby waive their right to initiate any administrative or judicial hearing on the terms and conditions of this Order.

Unless modified or terminated by a subsequent Order, or otherwise specified in writing by the Director, this Order shall be deemed satisfied and terminated upon full, complete, and timely performance of each and every condition set forth herein.

It is so ORDERED, CONSENTED, and AGREED to this _____ day of
_____, 2020.

Richard E. Dunn
Director, Environmental Protection Division

FOR RESPONDENT: City of Sandy Springs

BY: _____

NAME: RUSSELL K. PAUL

TITLE: MAYOR

DATE: _____



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members

FROM: Rusty Paul, Mayor

DATE: December 10, 2020 Submission for the December 15, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution Appointing Members to the Charter Commission for the City of Sandy Springs, Georgia

Recommendation:

It is recommended that the City Council approve the presented nomination(s) to the City of Sandy Springs Charter Commission.

Background:

Pursuant to Section 6.02 of the City Charter, 15 years following the incorporation of the City, a Charter Commission shall be appointed to review and make recommendations to the General Assembly regarding the City Charter. Section 6.02 states as follows:

Sec. 6.02. Charter Commission.

At the first regularly scheduled City Council meeting 15 years after the inception of the City of Sandy Springs, the Mayor and City Council shall call for a charter commission to review the City's experience and recommend to the General Assembly any changes to the City Charter.

As to the appointment of members of the Charter commission, Section 6.02 states:

Members of the charter commission shall be appointed as follows: one by the Mayor, one by the City Council, and one by each member of the Georgia House of Representatives and Senate whose district lies wholly or partially within the corporate boundaries of Sandy Springs. All members of the charter commission must reside in Sandy Springs.

Finally, Section 6.02 provides that the Charter commission must complete its recommendations within six (6) months of its creation.

Discussion:

Based upon the above, the Mayor and the City Council each need to appoint one member to the Charter commission. Subsequently, each member of the Georgia House of Representatives and Senate whose

district lies wholly or partially within the corporate boundaries of Sandy Springs will also need to appoint members to the commission.

Once created, the commission will review the Charter and provide recommendations to the General Assembly no later than June 2021.

Financial Impact:

N/A

Alternatives:

The Charter directs the Mayor and City Council to make appointments to the commission.

Attachments:

1. Charter Commission Resolution

RESOLUTION NO. 2020-XX-XX

**STATE OF GEORGIA
COUNTY FULTON**

**A RESOLUTION APPOINT MEMBERS TO THE CHARTER COMMISSION FOR
THE CITY OF SANDY SPRINGS, GEORGIA**

WHEREAS, Pursuant to Section 6.02 of the City Charter, 15 years following the incorporation of the City, a Charter Commission shall be appointed to review and make recommendations to the General Assembly regarding the City Charter; and; and

WHEREAS, the Mayor and the City Council may each appoint one member to the Charter commission; and

WHEREAS, the Mayor and the City Council have determined that their appointees shall be as set forth below;

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

The Mayor hereby appoints Gabriel Sterling to serve on the City of Sandy Springs' Charter Commission.

The City Council hereby appoints Ronda Smith to serve on the City of Sandy Springs' Charter Commission.

RESOLVED this 15th day of December, 2020.

Approved:

Russell K. Paul, Chairman

Attest:

Raquel D. González, Clerk

(Seal)



SANDY SPRINGS™
GEORGIA

FINANCIAL HIGHLIGHTS FY 2021
OCTOBER 31, 2020

UNAUDITED



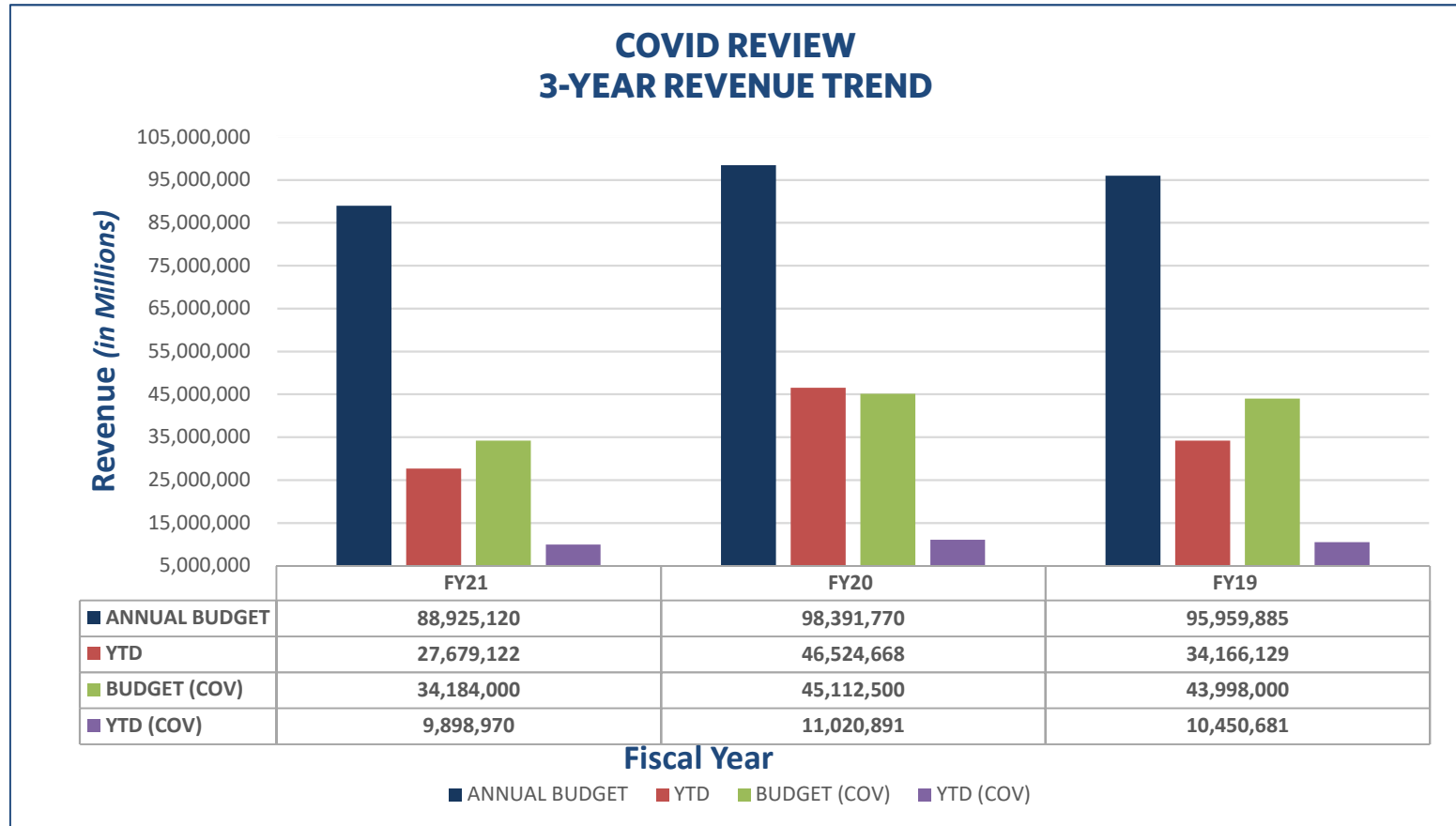
**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 04, OCTOBER FY 2021**

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	812,984	2,500,000	803,260	2,500,000	834,530
10050	347500	RECREATION PRG FEES-GYMNASTICS	63,000	0	420,000	7,411	495,000	160,060
10050	347501	RECREATION PRG FEES-ATHL LEIS	120,400	3,842	172,000	21,725	125,000	39,157
10050	347900	SSTC CONTRACT	84,000	30,000	120,000	40,000	60,000	40,000
10050	347910	FACILITY RENTALS	75,600	37,560	108,000	43,976	115,000	33,562
10090	311315	MOTOR VEHICLE TAVT FEE	1,000,000	947,242	1,000,000	648,682	1,000,000	213,720
10090	313100	LOCAL OPTION SALES TAX	20,000,000	6,411,592	25,000,000	6,980,276	24,500,000	6,585,049
10090	314200	ALCOHOLIC BEVERAGE EXCISE	824,000	301,996	625,000	274,291	1,000,000	275,914
10090	314300	EXCISE MIXED DRINK TAX	305,000	80,143	375,000	110,132	375,000	107,357
10090	316100	BUSINESS & OCCUPATION TAX	7,250,000	761,076	9,500,000	507,396	9,500,000	636,159
10090	321100	ALCOHOLIC BEVERAGE LIC	521,000	60,905	625,000	115,125	600,000	81,088
10090	361000	INTEREST REVENUE	250,000	51,490	1,000,000	478,119	225,000	435,697
10090	391275	TRANSFER IN FROM HOTEL MOTEL	1,731,000	376,998	3,562,500	964,089	3,393,000	983,314
10090	391280	TRANSFER IN FROM MVRET FUND	60,000	23,142	105,000	26,409	110,000	25,074
TOTAL REVENUES (COVID)			\$34,184,000	\$9,898,970	\$45,112,500	\$11,020,891	\$43,998,000	\$10,450,681
ANNUAL BUDGET			88,925,120	27,679,122 31.13%	98,391,770	46,524,668 47.29%	95,959,885	34,166,129 35.60%

COVID REVIEW - EMERGENCY MGMT EXPENDITURES

GL ACCOUNT		DESCRIPTION	MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
Expenditures						
1003810	521200	PROFESSIONAL SERVICES	14,310	35,444	30,000	118.15%
1003810	523900	CONTRACTUAL SERVICES	460	30,088	20,000	150.44%
1003810	531100	GENERAL SUPPLIES & MATLS	1,310	67,956	110,000	61.78%
1003810	542100	MACHINERY & EQUIPMENT	0	0	40,000	0.00%
TOTAL EXPENDITURES			\$16,080	\$133,488	\$200,000	66.74%

**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 04, OCTOBER FY 2021**



**NOTES TO THE FINANCIAL STATEMENTS
OCTOBER 31, 2020**

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year approximate 31.13% compared to the Adopted Budget. We are at 33.33% of the year. Most revenues received in July are recognized in June. Revenues such as Electric Franchise and Ins Premium Tax occur once a year.
- ▶ General Fund Expenditures for the fiscal year approximate 33.60% compared to the Adopted Budget. We are at 33.33% of the year. Contractor payments are one month behind as they are paid the following month of services rendered.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Comments
Revenues - Fund 100				
Property Taxes	\$8,013,681	\$36,000,000	22.26%	
Motor Vehicle Tax	\$27,928	\$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	\$947,242	\$1,000,000	94.72%	
Local Option Sales Tax	\$6,411,592	\$20,000,000	32.06%	
Business Occupational Tax	\$761,076	\$7,250,000	10.50%	
Insurance Premium Tax	\$0	\$6,250,000	0.00%	Payment normally received October of each year
Building Permits	\$494,143	\$1,500,000	32.94%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$301,287	\$610,200	49.38%	Includes all departments and is semi-annual



12/8/2020

**CASH AND INVESTMENTS
THROUGH PERIOD 04, OCTOBER FY 2021**

UNAUDITED**SUNTRUST**

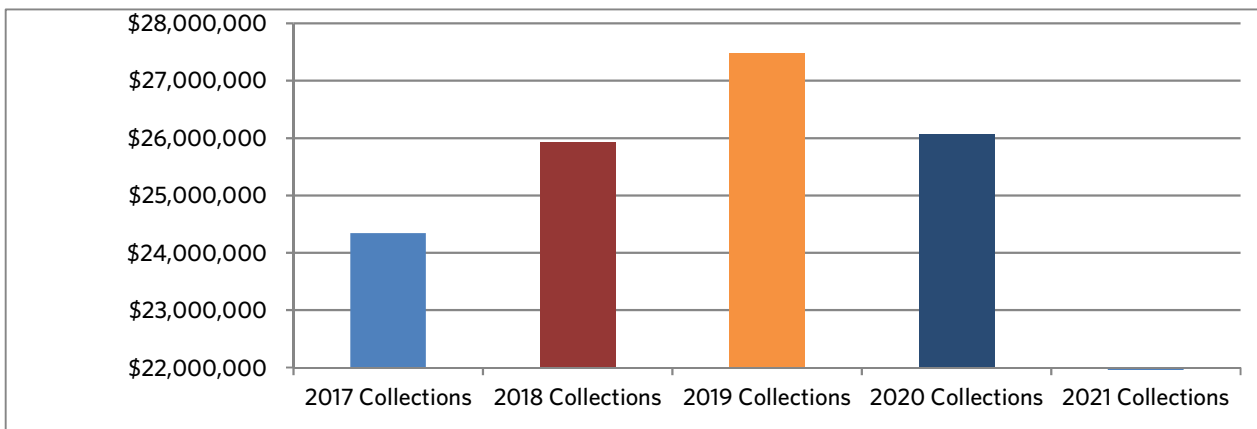
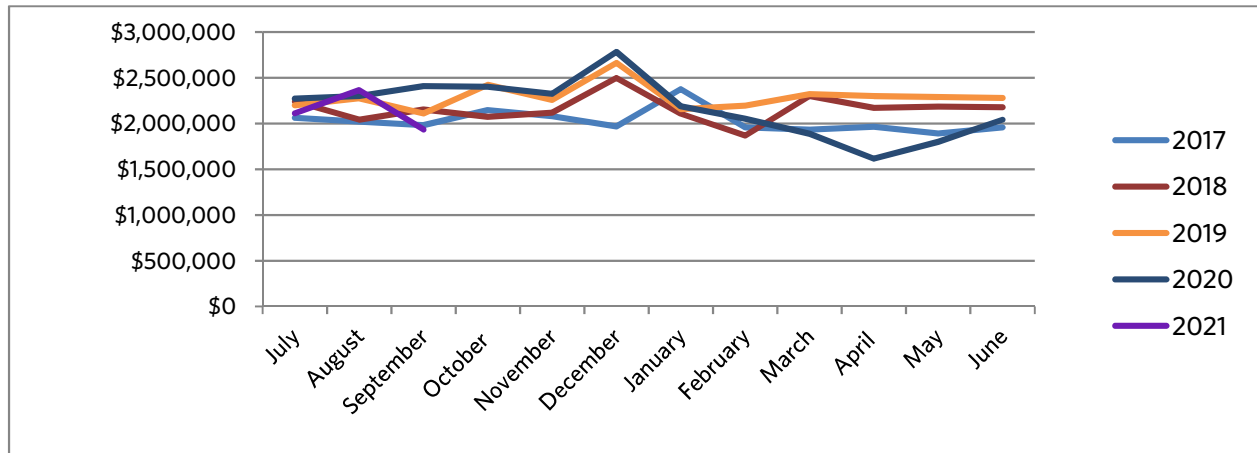
OPERATING ACCOUNT	\$16,766,760
COMMUNITY DEVELOPMENT ESCROW	\$4,625,502
POLICE - CUSTODIAL ESCROW	\$16,962
POLICE - FEDERAL FORFEITURE	\$76,752
POLICE - STATE SEIZED RESTRICTED	\$226,159
POLICE - STATE SEIZED UNRESTRICTED	\$333,757
POLICE - FEDERAL SEIZED TREASURY FUND	\$68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	\$58,405
HOTEL / MOTEL TAX ACCOUNT	\$154,840
COURT SERVICES	\$696,397
IMPACT FEE ACCOUNT	\$5,101,532
TREE FUND ACCOUNT	\$692,447
HOSPITALITY BOARD	\$943,661
TSPLOST FUND	\$39,806,533
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	\$333,313
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	\$1,519,102
PAC OPERATING & EVENTS ACCOUNT	\$3,077,768
TOTAL SUNTRUST	\$74,498,451

GEORGIA FUND ONE	\$63,483,730
FIRST HORIZON	1,250
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$63,485,222

TOTAL CASH AND CASH EQUIVALENTS **\$137,983,673**

**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 04, OCTOBER 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	1,934,144	-19.67%
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	\$6,411,592	-75.41%



GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	7,377,353	8,013,681	36,000,000	22.26 %
100-0000-90-311310	MOTOR VEHICLE	9,150	27,928	-	- %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	322,246	947,242	1,000,000	94.72 %
100-0000-90-311340	INTANGIBLES	-	225,898	425,000	53.15 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	-	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	725,000	27.77 %
100-0000-90-311750	CABLE TV FRANCHISE TAX	405,657	405,657	1,700,000	23.86 %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	38,801	53,432	275,000	19.43 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	97,060	97,741	425,000	23.00 %
100-0000-90-313100	LOCAL OPTION SALES TAX	1,934,144	6,411,592	20,000,000	32.06 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	89,980	301,996	824,000	36.65 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	18,542	80,143	305,000	26.28 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	43,428	761,076	7,250,000	10.50 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	27,771	261,861	-	- %
100-0000-90-316200	INSURANCE PREMIUM TAX	7,535,304	7,535,304	6,250,000	120.56 %
	TOTAL TAXES	17,899,435	25,382,513	81,179,000	31.27 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	51,875	60,905	521,000	11.69 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	7,179	29,837	95,000	31.41 %
100-0000-60-322210	PLANNING/ZONING FEES	6,699	26,727	50,000	53.45 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	5,610	21,106	100,000	21.11 %
100-0000-60-323120	BUILDING PERMITS	109,897	494,143	1,500,000	32.94 %
100-0000-60-323130	PLUMBING PERMITS	100	2,495	10,000	24.95 %
100-0000-60-323140	ELECTRICAL PERMITS	1,581	5,280	10,000	52.80 %
100-0000-60-323160	HVAC PERMITS	3,483	14,298	30,000	47.66 %
100-0000-60-323920	BLDG REINSPECTION FEE	1,050	2,500	5,000	50.00 %
	TOTAL LICENSES & PERMITS	187,473	657,291	2,321,000	28.32 %
100-0000-30-342900	FALSE ALARM FEES	5,365	26,985	100,000	26.98 %
100-0000-30-342910	OTHER PUBLIC SAFETY FEES	15,000	15,000	-	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	11,760	47,040	141,120	33.33 %
100-0000-10-346900	SPECIAL EVENT FEES	100	2,642	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	-	-	63,000	- %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	435	3,842	120,400	3.19 %
100-0000-50-347900	SSTC CONTRACT	10,000	30,000	84,000	35.71 %
100-0000-50-347910	FACILITY RENTALS	14,543	37,560	75,600	49.68 %
	TOTAL CHARGES & FEES	57,202	163,069	584,120	27.92 %
100-0000-20-351170	MUNICIPAL COURT	183,813	812,984	1,900,000	42.79 %
	TOTAL FINES & FORFEITURES	183,813	812,984	1,900,000	42.79 %
100-0000-90-361000	INTEREST REVENUE	17,414	51,490	250,000	20.60 %
	TOTAL INVESTMENT INCOME	17,414	51,490	250,000	20.60 %
100-0000-40-381000	RENTAL REVENUE	3,750	61,287	-	- %
100-0000-90-381100	ROYALTIES-GAS SOUTH	-	-	125,000	- %
100-0000-90-389000	DONATIONS	5,547	21,403	50,000	42.81 %
100-0000-90-389000	MISCELLANEOUS REVENUE	11,263	44,710	50,000	89.42 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	3,500	13,720	50,000	27.44 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	-	43,450	15,000	289.67 %
	TOTAL MISCELLANEOUS	24,060	184,570	290,000	63.64 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021**

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391225	TRANSFER IN FROM IMPACT FEE	1,597	10,899	-	- %
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	128,078	376,998	1,731,000	21.78 %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	7,638	23,142	60,000	38.57 %
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		137,313	427,205	2,401,000	17.79 %
TOTAL REVENUES		\$18,506,710	\$27,679,122	\$88,925,120	31.13 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	12,333	37,000	148,000	25.00 %
100-1310-10-512200	SOCIAL SECURITY	765	2,294	9,200	24.93 %
100-1310-10-512300	MEDICARE	179	536	2,200	24.39 %
100-1310-10-512600	UNEMPLOYMENT TAX	-	-	700	- %
100-1310-10-512700	WORKERS' COMPENSATION	-	103	300	34.39 %
Salaries & Benefits		13,277	39,934	160,400	24.90 %
100-1310-10-523200	COMMUNICATIONS	346	1,384	4,400	31.46 %
100-1310-10-523500	TRAVEL	-	-	10,000	- %
100-1310-10-523600	DUES & FEES	5,170	12,094	38,000	31.83 %
100-1310-10-523700	EDUCATION/TRAINING	-	-	2,000	- %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	-	-	3,000	- %
100-1310-10-531300	HOSPITALITY	260	260	8,600	3.02 %
Operations & Capital		5,776	13,738	66,000	20.82 %
TOTAL CITY COUNCIL		19,053	53,672	226,400	23.71 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	53,383	221,215	698,880	31.65 %
100-1320-10-512101	HEALTH INSURANCE	5,778	23,036	51,300	44.90 %
100-1320-10-512102	DISABILITY INSURANCE	63	654	2,700	24.22 %
100-1320-10-512103	DENTAL INSURANCE	276	1,104	2,500	44.15 %
100-1320-10-512104	LIFE INSURANCE	194	1,354	5,400	25.07 %
100-1320-10-512200	SOCIAL SECURITY	2,108	10,696	43,368	24.66 %
100-1320-10-512300	MEDICARE	756	3,149	10,155	31.01 %
100-1320-10-512401	RETIREMENT 401A	4,136	16,882	99,790	16.92 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	5,364	21,677	33,829	64.08 %
100-1320-10-512600	UNEMPLOYMENT TAX	-	-	3,333	- %
100-1320-10-512700	WORKERS' COMPENSATION	-	446	1,373	32.51 %
Salaries & Benefits		72,059	300,213	952,628	31.51 %
100-1320-10-523200	COMMUNICATIONS	410	1,559	3,600	43.32 %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	-	36	3,700	0.97 %
100-1320-10-523600	DUES & FEES	88	921	5,000	18.42 %
100-1320-10-523700	EDUCATION/TRAINING	151	350	4,495	7.79 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	70	164	3,500	4.68 %
100-1320-10-531300	HOSPITALITY	116	675	5,000	13.49 %
100-1320-10-531600	SMALL TOOLS & EQUIPMENT	-	-	2,500	- %
Operations & Capital		835	3,705	28,295	13.09 %
TOTAL CITY MANAGER		72,894	303,918	980,923	30.98 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	14,295	62,432	226,700	27.54 %
100-1330-10-512101	HEALTH INSURANCE	1,345	5,380	31,400	17.13 %
100-1330-10-512102	DISABILITY INSURANCE	37	147	1,400	10.48 %
100-1330-10-512103	DENTAL INSURANCE	60	241	1,700	14.20 %
100-1330-10-512104	LIFE INSURANCE	71	283	2,100	13.49 %
100-1330-10-512200	SOCIAL SECURITY	838	3,686	14,100	26.14 %
100-1330-10-512300	MEDICARE	196	862	3,300	26.12 %
100-1330-10-512401	RETIREMENT 401A	1,713	7,486	27,200	27.52 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	714	3,291	11,300	29.13 %
100-1330-10-512600	UNEMPLOYMENT TAX	-	-	1,100	- %
100-1330-10-512700	WORKERS' COMPENSATION	-	309	500	61.70 %
Salaries & Benefits		19,268	84,118	320,800	26.22 %
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	81	369	1,500	24.63 %
100-1330-10-523300	ADVERTISING	-	-	1,000	- %
100-1330-10-523400	PRINTING & BINDING	-	-	10,000	- %
100-1330-10-523500	TRAVEL	-	-	3,000	- %
100-1330-10-523600	DUES & FEES	-	1,634	3,500	46.70 %
100-1330-10-523700	EDUCATION/TRAINING	-	775	2,000	38.75 %
100-1330-10-523900	CONTRACTUAL SERVICES	84	351	20,000	1.76 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	-	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		165	32,735	109,500	29.89 %
TOTAL CITY CLERK		19,433	116,852	430,300	27.16 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	80,091	305,001	1,418,000	21.51 %
100-1500-10-512101	HEALTH INSURANCE	9,880	41,155	184,800	22.27 %
100-1500-10-512102	DISABILITY INSURANCE	293	1,221	5,400	22.61 %
100-1500-10-512103	DENTAL INSURANCE	448	1,878	10,100	18.60 %
100-1500-10-512104	LIFE INSURANCE	658	2,743	11,500	23.85 %
100-1500-10-512200	SOCIAL SECURITY	4,766	18,156	87,900	20.66 %
100-1500-10-512300	MEDICARE	1,115	4,246	20,600	20.61 %
100-1500-10-512401	RETIREMENT 401A	9,541	36,454	170,200	21.42 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	3,556	13,463	70,900	18.99 %
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		110,348	427,579	1,989,300	21.49 %
100-1500-10-521200	PROFESSIONAL SERVICES	1,380	2,155	10,000	21.55 %
100-1500-10-521210	PROF SVCS-AUDIT	-	42,000	100,000	42.00 %
100-1500-10-521300	TECHNICAL SERVICES	-	60,362	160,000	37.73 %
100-1500-10-523200	COMMUNICATIONS	197	914	2,000	45.70 %
100-1500-10-523300	ADVERTISING	-	1,400	10,000	14.00 %
100-1500-10-523400	PRINTING & BINDING	-	478	2,000	23.89 %
100-1500-10-523500	TRAVEL	-	-	2,000	- %
100-1500-10-523600	DUES & FEES	25	160	5,000	3.20 %
100-1500-10-523700	EDUCATION/TRAINING	135	375	10,000	3.75 %
100-1500-10-523900	CONTRACTUAL SERVICES	1,386	3,833	11,000	34.85 %
100-1500-10-523950	MERCHANT SVCS CHARGES	83	95	1,000	9.50 %
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	2,621	5,027	10,000	50.27 %
Operations & Capital		5,828	116,984	329,000	35.56 %
TOTAL FINANCE		116,175	544,564	2,318,300	23.49 %



GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-521250	PROF SVCS-LEGAL	59,104	195,984	450,000	43.55 %
100-1530-10-521255	PROF SVCS-LITIGATION	194,711	281,233	450,000	62.50 %
Operations & Capital		253,815	477,217	900,000	53.02 %
	TOTAL LEGAL SERVICES	253,815	477,217	900,000	53.02 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	80,806	308,643	1,233,800	25.02 %
100-1535-10-512101	HEALTH INSURANCE	11,920	47,682	169,400	28.15 %
100-1535-10-512102	DISABILITY INSURANCE	307	1,229	4,200	29.27 %
100-1535-10-512103	DENTAL INSURANCE	623	2,491	8,800	28.31 %
100-1535-10-512104	LIFE INSURANCE	691	2,763	9,600	28.78 %
100-1535-10-512200	SOCIAL SECURITY	4,754	18,162	76,500	23.74 %
100-1535-10-512300	MEDICARE	1,112	4,471	17,900	24.98 %
100-1535-10-512401	401A RETIREMENT	9,677	36,841	148,100	24.88 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	4,032	16,161	61,700	26.19 %
100-1535-10-512600	UNEMPLOYMENT TAX	-	-	6,200	- %
100-1535-10-512700	WORKERS' COMPENSATION	-	2,676	2,500	107.06 %
Salaries & Benefits		113,922	441,120	1,738,700	25.37 %
100-1535-10-521300	TECHNICAL SERVICES	6,233	7,901	466,000	1.70 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	2,616	35,406	124,000	28.55 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	6,402	27,776	100,000	27.78 %
100-1535-10-523200	COMMUNICATIONS	1,054	4,263	9,000	47.36 %
100-1535-10-523500	TRAVEL	-	-	500	- %
100-1535-10-523600	DUES & FEES	540	1,992	6,000	33.19 %
100-1535-10-523700	EDUCATION/TRAINING	-	665	1,000	66.50 %
100-1535-10-523900	CONTRACTUAL SERVICES	-	550	5,000	11.00 %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	70	3,937	5,500	71.58 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	86	108	10,000	1.08 %
100-1535-10-542400	COMPUTER EQUIPMENT	-	13,074	100,000	13.07 %
Operations & Capital		17,000	95,670	827,000	11.57 %
TOTAL INFORMATION SERVICES		130,922	536,790	2,565,700	20.92 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	20,945	84,968	275,900	30.80 %
100-1540-10-512101	HEALTH INSURANCE	3,369	13,476	29,900	45.07 %
100-1540-10-512102	DISABILITY INSURANCE	95	382	1,400	27.25 %
100-1540-10-512103	DENTAL INSURANCE	102	407	1,000	40.75 %
100-1540-10-512104	LIFE INSURANCE	214	857	3,000	28.58 %
100-1540-10-512200	SOCIAL SECURITY	1,254	5,066	17,100	29.63 %
100-1540-10-512300	MEDICARE	293	1,185	4,000	29.62 %
100-1540-10-512401	401A RETIREMENT	2,513	8,110	33,100	24.50 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	809	2,580	13,800	18.69 %
100-1540-10-512600	UNEMPLOYMENT TAX	-	-	1,400	- %
100-1540-10-512700	WORKERS' COMPENSATION	-	240	600	40.01 %
Salaries & Benefits		29,596	117,271	381,200	30.76 %
100-1540-10-521200	PROFESSIONAL SERVICES	19,220	59,826	193,500	30.92 %
100-1540-10-523200	COMMUNICATIONS	212	877	1,500	58.50 %
100-1540-10-523500	TRAVEL	1,866	3,748	1,000	374.80 %
100-1540-10-523600	DUES & FEES	-	355	1,000	35.50 %
100-1540-10-523700	EDUCATION/TRAINING	299	1,328	2,000	66.40 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	79	79	2,000	3.93 %
Operations & Capital		21,676	66,213	201,000	32.94 %
TOTAL HUMAN RESOURCES		51,272	183,484	582,200	31.52 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	47,026	182,418	801,300	22.77 %
100-1565-10-512101	HEALTH INSURANCE	6,620	26,090	81,700	31.93 %
100-1565-10-512102	DISABILITY INSURANCE	210	792	3,400	23.31 %
100-1565-10-512103	DENTAL INSURANCE	467	1,851	4,700	39.38 %
100-1565-10-512104	LIFE INSURANCE	473	1,782	6,900	25.82 %
100-1565-10-512200	SOCIAL SECURITY	2,844	11,021	49,700	22.18 %
100-1565-10-512300	MEDICARE	665	2,354	11,600	20.29 %
100-1565-10-512401	401A RETIREMENT	5,271	20,329	96,200	21.13 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	1,949	7,928	40,100	19.77 %
100-1565-10-512600	UNEMPLOYMENT TAX	-	29	4,000	0.72 %
100-1565-10-512700	WORKERS' COMPENSATION	-	8,201	1,600	512.57 %
Salaries & Benefits		65,523	262,795	1,101,200	23.86 %
100-1565-10-521200	PROFESSIONAL SERVICES	3,833	54,890	316,000	17.37 %
100-1565-10-521300	TECHNICAL SERVICES	110	52,734	59,200	89.08 %
100-1565-10-522100	CLEANING SERVICES	720	23,725	213,800	11.10 %
100-1565-10-522110	GARBAGE DISPOSAL	2,961	8,879	75,000	11.84 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	45,650	82,670	301,000	27.46 %
100-1565-10-522220	REP & MAINT-BUILDINGS	43,189	161,007	691,000	23.30 %
100-1565-10-522310	BUILDING OPERATING LEASE	26,494	100,991	325,000	31.07 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	1,969	7,818	34,000	22.99 %
100-1565-10-523200	COMMUNICATIONS	561	2,412	4,000	60.31 %
100-1565-10-523250	POSTAGE	2,535	8,046	49,000	16.42 %
100-1565-10-523700	EDUCATION/TRAINING	-	-	5,000	- %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	3,249	9,908	150,000	6.61 %
100-1565-10-531210	WATER	36,363	98,916	141,200	70.05 %
100-1565-10-531220	NATURAL GAS	4,389	14,140	61,400	23.03 %
100-1565-10-531230	ELECTRICITY	37,479	125,398	526,800	23.80 %
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		209,502	751,535	2,975,400	25.26 %
TOTAL FACILITIES MANAGEMENT		275,025	1,014,330	4,076,600	24.88 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	38,977	154,689	565,000	27.38 %
100-1570-10-512101	HEALTH INSURANCE	4,280	15,673	69,600	22.52 %
100-1570-10-512102	DISABILITY INSURANCE	183	733	2,400	30.55 %
100-1570-10-512103	DENTAL INSURANCE	314	1,257	4,100	30.66 %
100-1570-10-512104	LIFE INSURANCE	412	1,647	5,400	30.50 %
100-1570-10-512200	SOCIAL SECURITY	2,324	9,229	35,000	26.37 %
100-1570-10-512300	MEDICARE	544	2,158	8,200	26.32 %
100-1570-10-512401	401A RETIREMENT	4,677	18,563	67,800	27.38 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	1,479	7,030	28,300	24.84 %
100-1570-10-512600	UNEMPLOYMENT TAX	-	-	2,800	- %
100-1570-10-512700	WORKERS' COMPENSATION	-	1,441	1,100	131.04 %
Salaries & Benefits		53,189	212,420	789,700	26.90 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	47,165	141,496	566,000	25.00 %
100-1570-10-522230	REP & MAINT-VEHICLES	-	610	500	122.00 %
100-1570-10-523200	COMMUNICATIONS	324	1,518	3,700	41.03 %
100-1570-10-523300	ADVERTISING	-	2,247	19,000	11.82 %
100-1570-10-523400	PRINTING & BINDING	-	1,715	7,500	22.87 %
100-1570-10-523500	TRAVEL	6	6	2,250	0.25 %
100-1570-10-523600	DUES & FEES	-	-	2,250	- %
100-1570-10-523700	EDUCATION/TRAINING	-	-	5,250	- %
100-1570-10-523900	CONTRACTUAL SERVICES	4,790	5,967	15,500	38.50 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	8,438	49,863	199,000	25.06 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	-	-	10,000	- %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	-	-	5,000	- %
Operations & Capital		60,722	203,421	836,450	24.32 %
TOTAL COMMUNICATIONS		113,912	415,841	1,626,150	25.57 %

GL ACCOUNT	DESCRIPTION	OCTOBER 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	16,314	48,932	350,000	13.98 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	10,625	67,500	462,500	14.59 %
100-1595-10-523100	PROPERTY & LIABILITY INS	-	733,032	1,350,000	54.30 %
100-1595-10-523200	COMMUNICATIONS	6,219	24,431	100,000	24.43 %
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		33,159	874,895	2,802,500	31.22 %
TOTAL GENERAL ADMINISTRATION		33,159	874,895	2,851,000	30.69 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	35,423	135,385	507,800	26.66 %
100-2650-20-512101	HEALTH INSURANCE	5,557	22,701	88,500	25.65 %
100-2650-20-512102	DISABILITY INSURANCE	135	552	2,200	25.09 %
100-2650-20-512103	DENTAL INSURANCE	296	1,209	4,700	25.73 %
100-2650-20-512104	LIFE INSURANCE	304	1,242	4,700	26.43 %
100-2650-20-512200	SOCIAL SECURITY	2,127	8,148	31,500	25.87 %
100-2650-20-512300	MEDICARE	498	1,906	7,400	25.75 %
100-2650-20-512401	RETIREMENT 401A	4,239	16,215	60,900	26.63 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	1,252	5,066	25,400	19.94 %
100-2650-20-512600	UNEMPLOYMENT TAX	-	-	2,500	- %
100-2650-20-512700	WORKERS' COMPENSATION	-	4,633	1,000	463.28 %
Salaries & Benefits		49,830	197,057	736,600	26.75 %
100-2650-20-521260	PROF SVCS-COURT	74,239	196,567	547,900	35.88 %
100-2650-20-521300	TECHNICAL SERVICES	4,486	9,836	90,000	10.93 %
100-2650-20-523200	COMMUNICATIONS	291	1,252	1,500	83.46 %
100-2650-20-523300	ADVERTISING	-	-	500	- %
100-2650-20-523400	PRINTING & BINDING	-	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	72	225	6,000	3.75 %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	-	1,456	1,500	97.04 %
100-2650-20-531300	HOSPITALITY	15	15	3,000	0.50 %
Operations & Capital		79,102	209,860	655,400	32.02 %
TOTAL MUNICIPAL COURT		128,932	406,917	1,392,000	29.23 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	815,503	3,117,077	10,955,900	28.45 %
100-3210-30-511110	BONUSES	8,500	10,000	-	- %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	19,461	89,917	383,000	23.48 %
100-3210-30-511300	OVERTIME	53,471	212,012	800,000	26.50 %
100-3210-30-512101	HEALTH INSURANCE	127,701	505,128	1,736,800	29.08 %
100-3210-30-512102	DISABILITY INSURANCE	3,009	12,953	42,200	30.69 %
100-3210-30-512103	DENTAL INSURANCE	6,845	26,823	94,500	28.38 %
100-3210-30-512104	LIFE INSURANCE	6,763	27,313	85,100	32.09 %
100-3210-30-512200	SOCIAL SECURITY	52,458	203,686	752,700	27.06 %
100-3210-30-512300	MEDICARE	12,469	47,944	176,000	27.24 %
100-3210-30-512401	RETIREMENT 401A	95,563	362,187	1,314,700	27.55 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	38,658	154,989	547,800	28.29 %
100-3210-30-512500	TUITION REIMBURSEMENT	976	10,733	25,000	42.93 %
100-3210-30-512600	UNEMPLOYMENT TAX	36	142	30,700	0.46 %
100-3210-30-512700	WORKERS' COMPENSATION	567	146,708	417,400	35.15 %
Salaries & Benefits		1,241,979	4,927,611	17,361,800	28.38 %
100-3210-30-521200	PROFESSIONAL SERVICES	10,565	25,605	175,000	14.63 %
100-3210-30-521270	JAIL SERVICES	-	29,340	375,000	7.82 %
100-3210-30-521275	INMATE MEDICAL SERVICES	24,101	41,522	100,000	41.52 %
100-3210-30-521300	TECHNICAL SERVICES	53,034	560,273	1,000,000	56.03 %
100-3210-30-522100	CLEANING SERVICES	-	7,008	84,100	8.33 %
100-3210-30-522110	GARBAGE DISPOSAL	180	573	2,000	28.63 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	240	1,168	40,000	2.92 %
100-3210-30-522220	REP & MAINT-BUILDINGS	363	921	17,500	5.26 %
100-3210-30-522230	REP & MAINT-VEHICLES	28,024	153,799	350,000	43.94 %
100-3210-30-522310	BUILDING OPERATING LEASE	58,417	213,421	679,000	31.43 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	-	243	2,000	12.13 %
100-3210-30-523200	COMMUNICATIONS	20,373	68,662	180,000	38.15 %
100-3210-30-523250	POSTAGE	301	1,478	3,000	49.28 %
100-3210-30-523300	ADVERTISING	-	1,084	14,000	7.75 %
100-3210-30-523400	PRINTING & BINDING	1,222	2,702	7,000	38.59 %
100-3210-30-523500	TRAVEL	3,083	14,111	50,000	28.22 %
100-3210-30-523600	DUES & FEES	1,352	4,882	14,000	34.87 %
100-3210-30-523700	EDUCATION/TRAINING	580	15,833	60,000	26.39 %
100-3210-30-523900	CONTRACTUAL SERVICES	4,546	19,946	90,000	22.16 %
100-3210-30-523950	MERCHANT SVCS CHARGES	24	58	1,000	5.85 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	2,694	19,067	55,000	34.67 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	204	416	2,000	20.81 %
100-3210-30-531220	NATURAL GAS	879	2,719	17,000	16.00 %
100-3210-30-531230	ELECTRICITY	4,467	17,047	55,000	31.00 %
100-3210-30-531270	GASOLINE	30,310	95,612	475,000	20.13 %
100-3210-30-531300	HOSPITALITY	1,495	4,279	17,500	24.45 %
100-3210-30-531600	POLICE EQUIPMENT	23,604	87,464	175,000	49.98 %
100-3210-30-531750	UNIFORMS	9,195	30,189	166,000	18.19 %
100-3210-30-541200	SITE IMPROVEMENTS	13,531	18,297	50,000	36.59 %
100-3210-30-542200	VEHICLES	-	343,419	506,000	67.87 %
100-3210-30-579000	CONTINGENCIES	-	-	100,000	- %
Operations & Capital		292,782	1,781,140	4,867,100	36.60 %
TOTAL POLICE		1,534,761	6,708,751	22,228,900	30.18 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	568,481	2,172,278	7,322,700	29.66 %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	10,981	41,669	194,500	21.42 %
100-3510-30-511300	OVERTIME	32,503	118,820	400,000	29.71 %
100-3510-30-512101	HEALTH INSURANCE	105,922	423,779	1,620,000	26.16 %
100-3510-30-512102	DISABILITY INSURANCE	2,076	80,238	122,600	65.45 %
100-3510-30-512103	DENTAL INSURANCE	5,150	20,617	70,200	29.37 %
100-3510-30-512104	LIFE INSURANCE	4,631	18,226	55,400	32.90 %
100-3510-30-512200	SOCIAL SECURITY	35,069	136,044	490,900	27.71 %
100-3510-30-512300	MEDICARE	8,380	31,995	114,800	27.87 %
100-3510-30-512401	RETIREMENT 401A	64,947	247,530	878,700	28.17 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	26,373	106,358	366,100	29.05 %
100-3510-30-512500	TUITION REIMBURSEMENT	6,001	33,869	65,700	51.55 %
100-3510-30-512600	UNEMPLOYMENT TAX	56	122	31,700	0.38 %
100-3510-30-512700	WORKERS' COMPENSATION	-	55,210	154,900	35.64 %
Salaries & Benefits		870,569	3,486,755	11,888,200	29.33 %
100-3510-30-521200	PROFESSIONAL SERVICES	-	2,375	7,500	31.67 %
100-3510-30-521300	TECHNICAL SERVICES	2,352	68,405	87,100	78.54 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	932	5,642	57,000	9.90 %
100-3510-30-522220	REP & MAINT-BUILDINGS	5,195	13,893	70,000	19.85 %
100-3510-30-522230	REP & MAINT-VEHICLES	37,210	89,774	266,000	33.75 %
100-3510-30-523200	COMMUNICATIONS	3,528	15,122	48,000	31.50 %
100-3510-30-523400	PRINTING & BINDING	-	148	1,000	14.84 %
100-3510-30-523500	TRAVEL	-	1,377	10,000	13.77 %
100-3510-30-523600	DUES & FEES	440	685	15,000	4.57 %
100-3510-30-523700	EDUCATION/TRAINING	-	1,456	32,000	4.55 %
100-3510-30-523900	CONTRACTUAL SERVICES	21,195	36,665	139,100	26.36 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	5,622	16,568	63,300	26.17 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	9,285	22,163	102,500	21.62 %
100-3510-30-531210	WATER	1,704	4,521	25,000	18.09 %
100-3510-30-531220	NATURAL GAS	791	3,773	25,000	15.09 %
100-3510-30-531230	ELECTRICITY	3,712	14,930	52,000	28.71 %
100-3510-30-531270	GASOLINE	7,836	25,306	150,000	16.87 %
100-3510-30-531300	HOSPITALITY	87	1,131	4,100	27.58 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	1,735	4,325	50,000	8.65 %
100-3510-30-531750	UNIFORMS	1,416	23,255	101,300	22.96 %
100-3510-30-579000	CONTINGENCIES	-	-	200,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	(5,000)	(5,000)	988,800	(0.51%)
100-3510-30-582200	CAPITAL LEASE INTEREST	-	-	173,000	- %
Operations & Capital		98,039	346,515	2,667,700	12.99 %
TOTAL FIRE		968,608	3,833,270	14,555,900	26.33 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	6,420	24,395	84,700	28.80 %
100-3810-30-512101	HEALTH INSURANCE	504	2,014	9,000	22.38 %
100-3810-30-512102	DISABILITY INSURANCE	17	69	600	11.43 %
100-3810-30-512103	DENTAL INSURANCE	25	99	500	19.87 %
100-3810-30-512104	LIFE INSURANCE	38	154	1,100	13.98 %
100-3810-30-512200	SOCIAL SECURITY	392	1,491	5,200	28.67 %
100-3810-30-512300	MEDICARE	92	349	1,200	29.05 %
100-3810-30-512401	401A RETIREMENT	770	2,927	10,100	28.98 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	321	1,284	4,200	30.57 %
100-3810-30-512600	UNEMPLOYMENT TAX	-	-	400	- %
100-3810-30-512700	WORKERS' COMPENSATION	-	26	200	13.09 %
Salaries & Benefits		8,579	32,807	117,200	27.99 %
100-3810-30-521200	PROFESSIONAL SERVICES	65,000	130,000	260,000	50.00 %
100-3810-30-521200 COV19	PROFESSIONAL SERVICES	14,310	35,444	-	- %
100-3810-30-521300	TECHNICAL SERVICES	-	-	7,000	- %
100-3810-30-522210	REP & MAINT-EQUIPMENT	-	122	5,000	2.44 %
100-3810-30-523200	COMMUNICATIONS	161	508	2,000	25.41 %
100-3810-30-523900 COV19	CONTRACTUAL SERVICES	460	30,088	-	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	-	132	30,000	0.44 %
100-3810-30-531100 COV19	GENERAL SUPPLIES & MATLS	1,310	67,956	-	- %
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	150,507	361,216	775,000	46.61 %
100-3810-30-579000	CONTINGENCY	-	-	25,000	- %
Operations & Capital		231,748	625,467	1,214,000	51.52 %
TOTAL EMERGENCY MANAGEMENT		240,327	658,274	1,331,200	49.45 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	184,990	710,934	2,633,720	26.99 %
100-4100-40-512101	HEALTH INSURANCE	28,783	115,357	385,200	29.95 %
100-4100-40-512102	DISABILITY INSURANCE	841	3,437	11,500	29.89 %
100-4100-40-512103	DENTAL INSURANCE	1,568	6,286	20,300	30.97 %
100-4100-40-512104	LIFE INSURANCE	1,836	7,561	25,000	30.24 %
100-4100-40-512200	SOCIAL SECURITY	11,017	42,293	163,332	25.89 %
100-4100-40-512300	MEDICARE	2,577	9,891	38,145	25.93 %
100-4100-40-512401	401A RETIREMENT	21,924	83,048	316,010	26.28 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	8,547	35,230	131,671	26.76 %
100-4100-40-512600	UNEMPLOYMENT TAX	-	-	13,167	- %
100-4100-40-512700	WORKERS' COMPENSATION	-	35,105	5,227	671.61 %
Salaries & Benefits		262,083	1,049,143	3,743,272	28.03 %
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	934	4,086	15,000	27.24 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	909	909	15,000	6.06 %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	-	25,000	- %
100-4100-40-522270	SIDEWALK MAINTENANCE	-	-	25,000	- %
100-4100-40-522280	FIBER MAINTENANCE	2,450	12,458	30,000	41.53 %
100-4100-40-523200	COMMUNICATIONS	2,491	10,648	37,000	28.78 %
100-4100-40-523500	TRAVEL	-	-	7,500	- %
100-4100-40-523600	DUES & FEES	50	50	7,000	0.71 %
100-4100-40-523700	EDUCATION/TRAINING	299	548	20,000	2.74 %
100-4100-40-523900	CONTRACTUAL SERVICES	281,318	948,520	4,648,000	20.41 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	105	1,429	30,000	4.76 %
100-4100-40-531235	STREET LIGHTS	117,912	358,985	1,475,000	24.34 %
100-4100-40-531270	GASOLINE	1,762	5,195	20,000	25.97 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	2,600	4,276	20,000	21.38 %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	404	5,000	8.07 %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	7,139	19,393	160,000	12.12 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	1,688	3,842	30,000	12.81 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	9,827	39,188	180,000	21.77 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	-	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		429,485	1,513,108	7,275,700	20.80 %
TOTAL PUBLIC WORKS		691,567	2,562,250	11,018,972	23.25 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	7,854	29,128	103,900	28.04 %
100-4900-10-512101	HEALTH INSURANCE	504	2,014	7,900	25.49 %
100-4900-10-512102	DISABILITY INSURANCE	22	88	500	17.66 %
100-4900-10-512103	DENTAL INSURANCE	25	99	500	19.87 %
100-4900-10-512104	LIFE INSURANCE	50	199	900	22.08 %
100-4900-10-512200	SOCIAL SECURITY	463	1,717	6,400	26.82 %
100-4900-10-512300	MEDICARE	108	402	1,500	26.77 %
100-4900-10-512401	401A RETIREMENT	697	2,647	12,500	21.17 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	290	1,161	5,200	22.32 %
100-4900-10-512600	UNEMPLOYMENT TAX	-	-	500	- %
100-4900-10-512700	WORKERS' COMPENSATION	-	68	200	34.23 %
Salaries & Benefits		10,013	37,523	140,000	26.80 %
100-4900-10-521200	PROFESSIONAL SERVICES	-	230	90,000	0.26 %
100-4900-10-521300	TECHNICAL SERVICES	-	18,937	20,000	94.69 %
100-4900-10-523200	COMMUNICATIONS	40	236	1,000	23.56 %
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		40	19,403	117,700	16.48 %
TOTAL FLEET MANAGEMENT		10,053	56,926	257,700	22.09 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	60,190	229,778	846,300	27.15 %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	6,221	24,074	150,000	16.05 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	6,632	28,582	120,000	23.82 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	1,569	9,230	82,000	11.26 %
100-6110-50-512101	HEALTH INSURANCE	8,015	31,615	102,000	30.99 %
100-6110-50-512102	DISABILITY INSURANCE	228	830	3,400	24.40 %
100-6110-50-512103	DENTAL INSURANCE	383	1,565	5,400	28.99 %
100-6110-50-512104	LIFE INSURANCE	512	1,864	7,200	25.89 %
100-6110-50-512200	SOCIAL SECURITY	4,481	17,597	74,300	23.68 %
100-6110-50-512300	MEDICARE	1,048	4,115	17,400	23.65 %
100-6110-50-512401	401A RETIREMENT	7,201	27,356	101,600	26.93 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	2,857	11,708	42,300	27.68 %
100-6110-50-512600	UNEMPLOYMENT TAX	13	138	4,200	3.29 %
100-6110-50-512700	WORKERS' COMPENSATION	-	12,251	15,700	78.03 %
Salaries & Benefits		99,350	400,704	1,571,800	25.49 %
100-6110-50-521300	TECHNICAL SERVICES	-	13,440	13,440	100.00 %
100-6110-50-522100	CLEANING SERVICES	5,600	11,200	68,000	16.47 %
100-6110-50-522220	REP & MAINT-BUILDINGS	223	9,877	55,000	17.96 %
100-6110-50-522230	REP & MAINT-VEHICLES	-	353	2,500	14.12 %
100-6110-50-522240	REP & MAINT-PARKS	20,112	51,158	235,000	21.77 %
100-6110-50-523200	COMMUNICATIONS	1,003	4,271	14,000	30.51 %
100-6110-50-523300	ADVERTISING	575	2,476	10,000	24.76 %
100-6110-50-523500	TRAVEL	-	-	1,000	- %
100-6110-50-523600	DUES & FEES	68	68	3,000	2.27 %
100-6110-50-523700	EDUCATION/TRAINING	-	30	1,000	3.00 %
100-6110-50-523900	CONTRACTUAL SERVICES	21,087	225,077	974,200	23.10 %
100-6110-50-523950	MERCHANT SVCS CHARGES	475	1,355	12,500	10.84 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	334	1,152	6,000	19.20 %
100-6110-50-531102	PROGRAM SUPPLIES	164	1,774	25,000	7.10 %
100-6110-50-531210	WATER	11,774	38,686	75,000	51.58 %
100-6110-50-531220	NATURAL GAS	1,013	2,726	13,500	20.19 %
100-6110-50-531230	ELECTRICITY	10,267	33,901	165,000	20.55 %
100-6110-50-531270	GASOLINE	715	2,230	15,000	14.86 %
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		73,409	401,497	1,777,140	22.59 %
TOTAL PARKS & RECREATION		172,758	802,201	3,348,940	23.95 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	166,755	627,104	2,237,200	28.03 %
100-7450-60-512101	HEALTH INSURANCE	30,361	115,848	372,600	31.09 %
100-7450-60-512102	DISABILITY INSURANCE	650	2,574	9,500	27.10 %
100-7450-60-512103	DENTAL INSURANCE	1,190	4,475	14,900	30.03 %
100-7450-60-512104	LIFE INSURANCE	1,401	5,550	20,300	27.34 %
100-7450-60-512200	SOCIAL SECURITY	9,908	37,359	138,700	26.93 %
100-7450-60-512300	MEDICARE	2,317	8,737	32,400	26.97 %
100-7450-60-512401	401A RETIREMENT	19,507	73,838	268,500	27.50 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	7,747	30,795	111,900	27.52 %
100-7450-60-512600	UNEMPLOYMENT TAX	14	25	11,200	0.22 %
100-7450-60-512700	WORKERS' COMPENSATION	-	29,855	4,500	663.43 %
Salaries & Benefits		239,850	936,158	3,221,700	29.06 %
100-7450-60-521300	TECHNICAL SERVICES	-	2,100	99,000	2.12 %
100-7450-60-522230	REP & MAINT-VEHICLES	1,052	2,753	15,000	18.35 %
100-7450-60-523200	COMMUNICATIONS	2,779	10,045	25,000	40.18 %
100-7450-60-523300	ADVERTISING	980	5,589	15,000	37.26 %
100-7450-60-523500	TRAVEL	2,492	3,047	13,000	23.44 %
100-7450-60-523600	DUES & FEES	65	1,217	10,000	12.17 %
100-7450-60-523700	EDUCATION/TRAINING	1,867	5,955	18,000	33.08 %
100-7450-60-523900	CONTRACTUAL SERVICES	3,200	11,690	75,000	15.59 %
100-7450-60-523950	MERCHANT SVCS CHARGES	6	18	1,000	1.80 %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	79	1,731	20,000	8.66 %
100-7450-60-531270	GASOLINE	1,471	4,783	23,000	20.80 %
100-7450-60-531300	HOSPITALITY	-	-	10,000	- %
100-7450-60-531750	UNIFORMS	438	1,042	10,000	10.42 %
Operations & Capital		14,430	49,970	334,000	14.96 %
TOTAL COMMUNITY DEVELOPMENT		254,280	986,128	3,555,700	27.73 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ECONOMIC DEVELOPMENT EXPENDITURES					
100-7520-60-511100	SALARIES	11,153	42,382	147,100	28.81 %
100-7520-60-512101	HEALTH INSURANCE	2,668	10,671	37,000	28.84 %
100-7520-60-512102	DISABILITY INSURANCE	42	170	700	24.25 %
100-7520-60-512103	DENTAL INSURANCE	158	630	2,200	28.64 %
100-7520-60-512104	LIFE INSURANCE	95	382	1,400	27.25 %
100-7520-60-512200	SOCIAL SECURITY	651	2,473	9,100	27.17 %
100-7520-60-512300	MEDICARE	152	578	2,100	27.54 %
100-7520-60-512401	401A RETIREMENT	1,338	5,086	17,600	28.90 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	558	2,231	7,400	30.14 %
100-7520-60-512600	UNEMPLOYMENT TAX	-	-	800	- %
100-7520-60-512700	WORKERS' COMPENSATION	-	755	300	251.65 %
Salaries & Benefits		16,815	65,358	225,700	28.96 %
100-7520-60-521205	PROF SVCS-OTHER	13,250	66,250	92,000	72.01 %
100-7520-60-523200	COMMUNICATIONS	79	319	1,000	31.86 %
100-7520-60-523300	ADVERTISING	50	120	18,700	0.64 %
100-7520-60-523500	TRAVEL	-	-	2,000	- %
100-7520-60-523600	DUES & FEES	850	1,537	15,100	10.18 %
100-7520-60-523700	EDUCATION/TRAINING	-	1,381	1,500	92.10 %
100-7520-60-531100	GENERAL SUPPLIES & MATLS	-	127	500	25.35 %
100-7520-60-531300	HOSPITALITY	70	70	3,000	2.35 %
Operations & Capital		14,300	69,804	133,800	52.17 %
TOTAL ECONOMIC DEVELOPMENT		31,115	135,162	359,500	37.60 %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	16,914	67,518	203,700	33.15 %
100-9000-90-582300	NOTE INTEREST EXPENSE	2,696	10,926	31,700	34.47 %
100-9000-90-611110	TRANSFER OUT TO PAC	403,685	807,370	1,614,740	50.00 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	337,708	1,350,833	4,052,500	33.33 %
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	408,333	1,225,000	33.33 %
Operations & Capital		863,087	13,834,980	28,076,290	49.28 %
	TOTAL TRANSFERS	863,087	13,834,980	28,076,290	49.28 %
	TOTAL EXPENDITURES	\$5,981,149	\$34,506,422	\$102,682,675	33.60 %
GENERAL FUND - 100		\$12,525,560	(\$6,827,300)	(\$13,757,555)	49.63 %

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021**

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	-	9,296	75,000	12.39 %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	-	-	125,000	- %
	TOTAL FINES & FORFEITURES	-	9,296	200,000	4.65 %
	TOTAL REVENUES	\$-	\$9,296	\$200,000	4.65 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	-	1,705	-	- %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	41,372	126,447	200,000	63.22 %
	TOTAL POLICE	41,372	128,153	200,000	64.08 %
	TOTAL EXPENDITURES	\$41,372	\$128,153	\$200,000	64.08 %
CONFISCATED ASSET FUND - 210		(\$41,372)	(\$118,857)	\$-	- %

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
215-0000-30-342500	ALL REVENUE	261,731	534,213	3,000,000	17.81 %
	TOTAL CHARGES & FEES	261,731	534,213	3,000,000	17.81 %
	TOTAL REVENUES	\$261,731	\$534,213	\$3,000,000	17.81 %
EMERGENCY MANAGEMENT EXPENDITURES					
215-3810-30-572000	PAYMENTS TO OTHER AGENCIES	261,731	534,213	3,000,000	17.81 %
	TOTAL EMERGENCY MANAGEMENT	261,731	534,213	3,000,000	17.81 %
	TOTAL EXPENDITURES	\$261,731	\$534,213	\$3,000,000	17.81 %
E911 FUND - 215		\$-	\$-	\$-	- %

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021**

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	11,047	66,817	150,000	44.54 %
	TOTAL CHARGES & FEES	11,047	66,817	150,000	44.54 %
	TOTAL REVENUES	\$11,047	\$66,817	\$150,000	44.54 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-523900	CONTRACTUAL SERVICES	-	-	234,000	- %
220-6240-00-541200	SITE IMPROVEMENTS	-	6,067	275,000	2.21 %
	TOTAL TREE FUND EXPENSE	-	6,067	509,000	1.19 %
	TOTAL EXPENDITURES	\$-	\$6,067	\$509,000	1.19 %
TREE FUND - 220		\$11,047	\$60,751	(\$359,000)	(16.92%)

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021**

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
225-0000-60-341320 PARKS	IMPACT FEES - PARKS	36,349	67,866	445,000	15.25 %
225-0000-60-341320 PUBSA	IMPACT FEES - PUBLIC SAFETY	3,558	23,455	50,000	46.91 %
225-0000-60-341320 TRANS	IMPACT FEES - TRANSPORTATION	13,334	271,983	255,000	106.66 %
	TOTAL CHARGES & FEES	53,241	363,303	750,000	48.44 %
	TOTAL REVENUES	\$53,241	\$363,303	\$750,000	48.44 %
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		\$53,241	\$363,303	(\$704,832)	(51.54%)

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	246	1,366	-	- %
	TOTAL INVESTMENT INCOME	246	1,366	-	- %
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	\$246	\$1,366	\$1,565,076	0.09 %
CDBG-CARES EXPENDITURES					
245-5500-60-521240 ACT20	PROF SVCS-NON-PROFITS	219,260	319,260	228,157	139.93 %
245-5500-60-521240 ACT21	PROF SVCS-NON-PROFITS	12,864	12,864	40,000	32.16 %
245-5500-60-521240 ACT22	PROF SVCS-NON-PROFITS	-	-	25,000	- %
	TOTAL CDBG-CARES	232,124	332,124	293,157	113.29 %
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400 AC181	INFRASTRUCTURE	126,571	348,389	1,170,103	29.77 %
245-7450-60-541400 AC182	INFRASTRUCTURE	-	429	2,280,000	0.02 %
	TOTAL COMMUNITY DEVELOPMENT BLO	126,571	348,818	3,450,103	10.11 %
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	\$358,695	\$721,550	\$4,437,076	16.26 %
CDBG FUND - 245		(\$358,449)	(\$720,184)	(\$2,872,000)	25.08 %



**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021**

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	188,739	555,553	2,550,800	21.78 %
	TOTAL TAXES	188,739	555,553	2,550,800	21.78 %
	TOTAL REVENUES	\$188,739	\$555,553	\$2,550,800	21.78 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	128,078	376,998	728,600	51.74 %
275-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	-	1,002,400	- %
275-9000-90-611850	TRANSFER TO HOSPITALITY	60,661	178,555	819,800	21.78 %
	TOTAL TRANSFERS	188,739	555,553	2,550,800	21.78 %
	TOTAL EXPENDITURES	\$188,739	\$555,553	\$2,550,800	21.78 %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021**

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	7,638	23,142	60,000	38.57 %
	TOTAL TAXES	7,638	23,142	60,000	38.57 %
	TOTAL REVENUES	\$7,638	\$23,142	\$60,000	38.57 %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	7,638	23,142	60,000	38.57 %
	TOTAL RMVET EXPENDITURES	7,638	23,142	60,000	38.57 %
	TOTAL EXPENDITURES	\$7,638	\$23,142	\$60,000	38.57 %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	OCTOBER MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		1,568,417	4,654,223	63,178,316	119,321,802	56,143,486
FEDERAL MATCHING GRANTS	TS131	-	-	-	4,500,000	4,500,000
INTEREST REVENUE		-	-	247,459	-	(247,459)
		\$1,568,417	\$4,654,223	\$63,425,775	\$123,821,802	\$60,396,027
TRANSPORTATION						
TIER 1 - UNCOMMITTED	TS100	-	-	-	970,710	970,710
TEI-Spalding@Dalrymple/Trowbridge	TS103	152,210	264,511	2,398,052	2,421,725	23,673
TEI-Roswell@GrogansFerry	TS105	-	136,379	775,181	5,700,000	4,924,819
TEI-Riverview@Northside	TS106	5,385	15,291	350,810	2,500,000	2,149,190
TEI-SCOOT Upgrade	TS107	2,205	18,018	1,438,268	1,550,000	111,732
TEI-Roswell@Dalrymple	TS108	27,113	32,581	210,198	1,110,000	899,802
TEI-MountParan@PowersFerry	TS110	-	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	-	5,158	472,581	472,581	-
SWP-JohnsonFerry:Harleston/Glenridg	TS161	-	-	415,275	415,275	-
SWP-Windsor:PeachtreeDun/CityLimit	TS164	152,072	224,019	1,202,721	1,216,868	14,147
SWP-Northwood:Kingsport/Roswell	TS165	-	-	268,968	268,968	-
SWP-Spalding:SpaldingLake/Publix	TS166	369	816	781,656	1,418,537	636,881
SWP-BrandonMill:MarshCr/LostForest	TS167	-	119,602	1,308,733	1,666,086	357,353
SWP-Dalrymple:Princeton/Duncourtney	TS168	-	13,500	126,955	600,000	473,045
SWP-DunwoodyClub:Spalding/Fenimore	TS169	730	16,919	158,097	586,350	428,253
SWP-InterstateN:CityLimit/Northside	TS170	10,600	30,211	327,245	2,280,240	1,952,995
SWP-Roberts:Northridge/DavisAcademy	TS171	630	40,342	136,520	420,000	283,480
SWP-BrandonMill:LostForest/BrandonR	TS172	4,035	14,929	183,800	900,150	716,350
JohnsonFerry/MountVernon Efficiency	TS191	-	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	10,072	12,426	11,021,494	14,361,016	3,339,522
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	47,814	197,568	3,414,251	9,029,677	5,615,426
		\$413,235	\$1,214,580	\$28,501,095	\$123,821,802	\$95,320,707
T-SPLOST PROJECTS FUND - 335		\$1,155,182	\$3,439,643	\$34,924,679	\$-	(\$34,924,679)

PROJECT DESCRIPTION	PROJ #	OCTOBER 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	84,456	160,512	2,189,874	2,189,874	-
FIRE STATION	F0004	37,013	148,264	1,899,819	5,253,957	3,354,138
TROWBRIDGE FACILITY	F0005	159,764	253,420	2,159,455	2,260,000	100,545
BACK-UP E911 CALL CENTER	F0007	8,181	8,181	8,181	350,000	341,819
CULTURAL CENTER	F0008	-	12,750	12,750	2,500,000	2,487,250
PUBLIC SAFETY BUILDING	F0009	-	14,813	59,250	100,000	40,750
		\$289,414	\$597,940	\$6,329,329	\$12,653,831	\$6,324,502
CITY CENTER						
LAND ACQUISITION & DEMOLITION	CC001	14,150	35,100	34,047,716	35,240,213	1,192,497
UTILITIES RELOCATION	CC006	-	-	40,000	2,770,000	2,730,000
SANDY SPRINGS CIRCLE PHASE 2	CC010	78,471	79,721	6,234,457	8,087,570	1,853,113
FURNITURE FIXTURES & EQUIPMENT	CC011	-	-	7,770,465	7,834,555	64,090
		\$92,621	\$114,821	\$48,092,638	\$53,932,338	\$5,839,699
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	-	-	4,163,119	4,415,033	251,914
MORGAN FALLS ATHLETIC FIELDS	P0010	68,051	201,787	5,575,239	5,584,130	8,891
ALLEN ROAD PARK	P0013	5,058	74,810	377,777	440,415	62,638
CROOKED CREEK PARK	P0020	5,647	65,745	421,213	448,607	27,394
ISON SPRINGS ELEMENTARY (IGA)	P0025	55,381	58,451	132,690	250,000	117,310
CITY TRAIL CONSTRUCTION	P0028	600	600	43,020	750,000	706,980
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
		\$134,736	\$401,392	\$16,560,139	\$19,084,845	\$2,524,706
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	-	720	232,241	8,406,826	8,174,585
CHATTAHOOCHEE RIVER BRIDGE	T0035	9,170	9,170	111,567	760,000	648,433
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	169,534	169,534	1,609,553	1,937,354	327,801
CARPENTER DR REALIGNMENT	T0046	-	19,882	3,385,326	3,436,199	50,872
HAMMOND PD GLENRIDGE ATMS	T0054	-	(25,599)	1,722,788	1,721,735	(1,053)
CITY CENTER TRANSPORTATION NETWORK	T0058	-	774	3,683,243	3,915,000	231,757
BIKE/PED/TRAIL DESIGN & IMPLEM	T0060	-	7,369	1,837,947	2,126,919	288,972
CITY SPRINGS STREETSCAPES	T0062	51,259	173,797	1,608,866	1,850,000	241,134
NORTH END REVITALIZATION	T0063	9,872	110,833	634,699	1,750,000	1,115,301
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	-	33,592	70,451	350,000	279,549
TRANSPORTATION MASTER PLAN	T0068	59,015	87,085	350,000	350,000	-
PEACHTREE-DUNWOODY@WINDSOR	T0069	-	4,150	155,525	1,200,000	1,044,475
ACCESS MANAGEMENT PLAN	T0070	-	-	-	100,000	100,000
		\$298,851	\$682,717	\$16,266,884	\$30,884,032	\$14,617,149
TRANSPORTATION						
WATER RELIABILITY PROGRAM	T2000	1,482	15,104	772,424	1,000,000	227,576
PAVEMENT MANAGEMENT PROGRAM	T3000	600,467	720,982	52,352,039	52,662,568	310,529
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	31,800	65,467	5,961,014	6,391,048	430,034
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	1,441,612	3,554,882	2,113,270
BRIDGE & DAM MAINTENANCE	T9100	-	-	132,000	200,000	68,000
TRAFFIC MANAGEMENT PROGRAM	T9500	13,776	106,897	5,748,426	6,386,507	638,081
TRAFFIC CALMING	T9600	-	27,243	305,906	354,823	48,917
		\$647,525	\$971,563	\$77,445,493	\$82,817,049	\$5,371,557

PROJECT DESCRIPTION	PROJ #	OCTOBER MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
ARTS PROGRAM						
OUTDOOR ART PROGRAM	A0001	-	11,535	149,913	222,500	72,587
INDOOR ART PROGRAM	A0002	-	-	5,000	100,000	95,000
		\$-	\$11,535	\$154,913	\$322,500	\$167,587
CAPITAL PROJECTS FUND - 351		\$1,463,148	\$2,779,969	\$164,849,395	\$207,519,710	\$42,670,315

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021**

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	13	750,045	750,000	100.01 %
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	164,769,325	336,169,325	171,400,000	196.13 %
TOTAL PUBLIC FACILITIES AUTH REVENU		164,769,338	405,429,936	240,402,000	168.65 %
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		\$164,769,338	\$450,601,752	\$293,813,346	153.36 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	-	11,029,219	11,190,000	98.56 %
TOTAL PUBLIC FACILITIES - PUB SAF		-	11,029,219	11,190,000	98.56 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	2	19,296,219	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	14,551	10,667,852	10,945,260	97.47 %
360-6220-00-579000	CONTINGENCIES	-	-	1,286,542	- %
TOTAL PUBLIC FACILITIES AUTH CONSTR		14,553	225,613,409	229,212,000	98.43 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	2,999,325	13,309,325	13,150,000	101.21 %
360-8000-00-582100	INTEREST EXPENSE	460,000	32,888,685	39,347,335	83.59 %
360-8000-00-584000	COSTS OF ISSUANCE	1,819,434	2,733,445	914,011	299.06 %
360-8000-00-584100	REFUNDING ESCROW	162,949,891	162,949,891	-	- %
TOTAL PUBLIC FACILITIES AUTH DEBT		168,228,650	211,881,346	53,411,346	396.70 %
TOTAL EXPENDITURES		\$168,243,203	\$448,523,974	\$293,813,346	152.66 %
PUBLIC FACILITIES AUTHORITY - 360		(\$3,473,865)	\$2,077,778	\$-	- %

GL ACCOUNT	DESCRIPTION	OCTOBER 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	8,598	17,365	770,000	2.26 %
555-0000-55-347920	F&B REVENUE	-	3,640	547,100	0.67 %
	TOTAL CHARGES & FEES	8,598	21,005	3,233,900	0.65 %
555-0000-56-389000	OTHER CONTRIBUTIONS	194	836	263,000	0.32 %
555-0000-56-389900	MISCELLANEOUS INCOME	2,463	12,168	70,600	17.24 %
	TOTAL MISCELLANEOUS	2,657	13,004	333,600	3.90 %
555-0000-90-391100	TRANSFER IN FROM GENERAL FUND	403,685	807,370	1,614,740	50.00 %
	TOTAL OTHER FINANCING SOURCES	403,685	807,370	1,614,740	50.00 %
555-0000-50-336000	PROGRAMMING GRANT	-	-	603,020	- %
	TOTAL OTHER REVENUES	-	-	603,020	- %
	TOTAL REVENUES	\$414,940	\$841,379	\$5,785,260	14.54 %
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	101,796	386,826	1,553,000	24.91 %
555-6191-51-511200	PT/TEMP EMPLOYEES	-	-	205,300	- %
555-6191-51-512101	HEALTH INSURANCE	14,372	58,806	188,500	31.20 %
555-6191-51-512102	DISABILITY INSURANCE	354	1,387	6,800	20.39 %
555-6191-51-512103	DENTAL INSURANCE	661	2,681	8,800	30.47 %
555-6191-51-512104	LIFE INSURANCE	796	3,116	12,300	25.33 %
555-6191-51-512200	SOCIAL SECURITY	6,069	23,062	110,500	20.87 %
555-6191-51-512300	MEDICARE	1,419	5,393	25,800	20.91 %
555-6191-51-512401	401A RETIREMENT	12,216	45,116	186,400	24.20 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	4,507	17,128	77,700	22.04 %
555-6191-51-512600	UNEMPLOYMENT TAX	-	-	8,900	- %
555-6191-51-512700	WORKERS' COMPENSATION	-	-	3,600	- %
555-6191-51-5121250	PROF SVCS-LEGAL	-	-	20,000	- %
555-6191-51-5121300	TECHNICAL SERVICES	4,225	14,533	96,780	15.02 %
555-6191-51-5122100	CLEANING SERVICES	-	-	50,000	- %
555-6191-51-5123200	COMMUNICATIONS	1,337	4,219	79,160	5.33 %
555-6191-51-5123300	ADVERTISING	595	3,995	180,000	2.22 %
555-6191-51-5123350	PROMOTIONS	-	-	50,000	- %
555-6191-51-5123400	PRINTING & BINDING	60	60	9,500	0.63 %
555-6191-51-5123500	TRAVEL	-	-	9,050	- %
555-6191-51-5123600	DUES & FEES	63	484	5,500	8.79 %
555-6191-51-5123700	EDUCATION/TRAINING	-	-	3,900	- %
555-6191-51-5123800	LICENSES	-	-	6,400	- %
555-6191-51-5123900	CONTRACTUAL SERVICES	-	-	11,000	- %
555-6191-51-5123950	MERCHANT SVCS CHARGES	356	1,098	24,000	4.57 %
555-6191-51-5131100	GENERAL SUPPLIES & MATLS	147	331	6,650	4.97 %
555-6191-51-5131300	HOSPITALITY	-	-	5,000	- %
555-6191-51-5131750	UNIFORMS	-	-	4,000	- %
555-6191-51-5141200	SITE IMPROVEMENTS	-	-	25,000	- %
555-6191-51-5142100	MACHINERY & EQUIPMENT	-	-	155,000	- %
555-6191-51-5142300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-5179000	CONTINGENCIES	-	-	40,000	- %
	TOTAL ARTS CENTER - ADMINISTRATION	148,972	568,235	3,188,540	17.82 %

GL ACCOUNT	DESCRIPTION	OCTOBER 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	3,752	9,048	103,000	8.78 %
555-6192-52-522330	OTHER RENTALS	-	-	50,600	- %
555-6192-52-523300	ADVERTISING	-	17	122,000	0.01 %
555-6192-52-523850	ARTIST FEES	7,500	8,500	780,000	1.09 %
555-6192-52-523900	CONTRACTUAL SERVICES	-	-	127,170	- %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	2,514	2,547	26,500	9.61 %
555-6192-52-531300	HOSPITALITY	-	-	37,800	- %
555-6192-52-531500	COSTS OF GOODS SOLD	112	6,393	70,300	9.09 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	291	1,928	72,000	2.68 %
555-6192-52-531700	OTHER SUPPLIES	-	-	4,500	- %
TOTAL ARTS CENTER - THEATRE		14,170	28,433	1,493,870	1.90 %



CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER 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	-	2,822	38,000	7.43 %
555-6193-53-531100	GENERAL SUPPLIES & MATLS	-	1,008	51,000	1.98 %
555-6193-53-531500	COSTS OF GOODS SOLD	66	66	80,400	0.08 %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	-	-	35,000	- %
555-6193-53-531700	OTHER SUPPLIES	-	194	8,000	2.42 %
TOTAL ARTS CENTER - CONFERENCE CTR		66	4,090	232,400	1.76 %



CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER 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 04, OCTOBER FY 2021

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	412	412	102,200	0.40 %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	-	-	19,600	- %
555-6195-55-531300	HOSPITALITY	-	-	3,800	- %
555-6195-55-531350	SPECIAL EVENTS	75,867	89,967	454,450	19.80 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	2,000	- %
TOTAL ARTS CENTER - SPECIAL EVENTS		76,279	90,379	582,050	15.53 %



CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - HERITAGE EXPENDITURES					
555-6196-56-521200	PROFESSIONAL SERVICES	3,220	5,880	24,000	24.50 %
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		3,220	6,096	69,000	8.84 %
TOTAL EXPENDITURES		\$242,706	\$697,233	\$5,785,260	12.05 %
CREATE SANDY SPRINGS - 555		\$172,233	\$144,147	\$-	- %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021**

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	102,083	12,458,333	13,275,000	93.85 %
	TOTAL OTHER FINANCING SOURCES	102,083	12,458,333	13,275,000	93.85 %
	TOTAL REVENUES	\$102,083	\$12,458,333	\$13,275,000	93.85 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	4,191	785,950	975,476	80.57 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	-	34,017	136,066	25.00 %
561-4250-40-541450	STORMWATER IMPROVEMENT	142,217	7,029,999	9,212,549	76.31 %
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 &	146,408	9,406,963	12,166,088	77.32 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	2,549	107,235	139,134	77.07 %
561-4320-40-522240	REP & MAINT-OTHER	3,388	1,086,947	1,182,919	91.89 %
561-4320-40-523900	CONTRACTUAL SERVICES	1,891	169,458	187,541	90.36 %
561-4320-40-542100	MACHINERY & EQUIPMENT	-	56,697	66,697	85.01 %
	TOTAL STORMWATER OPERATIONS	7,828	1,420,337	1,576,291	90.11 %
	TOTAL EXPENDITURES	\$154,236	\$10,827,300	\$13,742,379	78.79 %
STORMWATER FUND - 561		(\$52,153)	\$1,631,034	(\$467,379)	(348.97%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 04, OCTOBER FY 2021**

12/08/2020

GL ACCOUNT	DESCRIPTION	OCTOBER 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	1,997	2,007	2,500	80.28 %
840-1595-10-523500	TRAVEL	-	-	200	- %
840-1595-10-523700	EDUCATION/TRAINING	-	-	500	- %
	TOTAL DEVELOPMENT AUTHORITY	1,997	2,007	53,200	3.77 %
TRANSFERS EXPENDITURES					
840-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	600,000	- %
	TOTAL TRANSFERS	-	-	600,000	- %
	TOTAL EXPENDITURES	\$1,997	\$2,007	\$653,200	0.31 %
DEVELOPMENT AUTHORITY - 840		(\$1,997)	(\$2,007)	(\$53,200)	3.77 %

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Monday, December 14, 2020 1:32 PM
To: Gonzalez, Raquel
Subject: Public Comment - Robin Conklin - 12/15/2020
Attachments: SandySpringsPublicCommentCard.pdf; image002.jpg; IMG_6664.JPG

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

Name : Robin, Conklin
Address : 4630 High Point Road, Sandy Springs, GA, 30342
Phone : [REDACTED]
Email : [REDACTED]
Name of Group :
Meeting : City Council
Type
Meeting : 12/15/2020
Date
Type of Comment : General Public Comment
Method - General : Staff will email my comment to city officials
Subject : Short term rental at 550 High Point Lane
Public : Dear Mayor and City Council,
Comment I am writing to ask for your help with an ongoing matter in our neighborhood. The dead end of High Point Rd below Windsor Pkwy is comprised of 22 homes 6 of which are on the High Point Lane cul de sac.

The house at 550 High Point Lane is a short term rental and has been a party house every weekend for several months.

Every weekend there are cars parked on the street (up to 16 one weekend), party goers have been observed speeding through the neighborhood and in one instance almost ran over a neighbor's child. These parties and short term weekend rentals consistently bring; the smell of marijuana, loud parties, people coming and going throughout the night, loud cars at all hours, and speeding among other things. All of the above have been reported to the City multiple times by several affected parties using one avenue or another.

While I commend you for tightening up the ordinances for short term rentals in Sandy Springs, I have found that it does not appear that they are truly enforceable to the extent that they are preserving quality of life for impacted neighbors.

For example, Sandy Springs requires the owner of the short term rental to reside on the property and have a Homestead Exemption on the property in order to obtain a business license. In this particular case the owner has not been observed spending one night in the house since he purchased it on 11/19/2019. Apparently through a paper trail he received a Homestead Exemption and in turn received his business license.

The owner himself told either code enforcement or a member of the staff that he lives at 527 Pine Haven Lane which abuts 550 High Point Lane at the rear property line. With that said, it is my understanding that it would be hard to prove that he does not reside in the house so enforcing this would be tough.

Sandy Springs also requires all short term rentals to inform all neighbors within 500 feet which to date has not been done. Not one neighbor has received notification.

Sandy Springs requires the business license to be posted in all online advertising but it is not on any of the three sites where he advertises his listing.

These issues have been reported many times over several months and code enforcement has come out and the police have also been called and this continues to negatively affect the quality of life in our neighborhood.

I do not myself know the answer to this problem as I and my neighbors have over several months made every attempt to use code enforcement and the reporting tools at our disposal to limit or eliminate the problem but this has been to no avail.

I would appreciate your guidance and help to mitigate this matter. I have attached pictures of a typical Saturday night to give you a visual.

Regards,
Robin Conklin
4630 High Point Road

File Upload : image002.jpg,IMG_6664.JPG

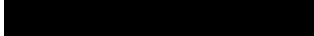




Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Monday, December 14, 2020 4:28 PM
To: Gonzalez, Raquel
Subject: Public Comment - Kerry Solomiany - 12/15/2020
Attachments: SandySpringsPublicCommentCard.pdf

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

Name : Kerry, Solomiany
Address : 590 High Point Lane, Atlanta, GA, 30342
Phone : 
Email : 
Name of Group :
Meeting : City Council
Type
Meeting : 12/15/2020
Date
Type of Comment : General Public Comment
Method - General : Staff will email my comment to city officials
Subject : Disruptive short term rental house
Public Comment : I am writing to express my concern for a House on my street that is been rented out through air bnb and other rental by owner sites. The house address is 550 High Point Lane Atlanta, GA 30342. Every Weekend this house gets rented out and the people using the house constantly are speeding through the neighborhood, have about 6 or more cars parked out front/in the culdesac and on the yard of the house, as well as smoke marajuna outside so that the entire neighborhood can smell it and there are TONS of small children around this house. This is a quiet neighborhood and we do not welcome people who will disrupt the peace we have had for so many years. We have complained numerous times to the owner of this house and he could care less. As long as he gets his money, nothing else matters. This has gotten out of hand now. The other day the renters actually walked up in front of my house and ON MY LAWN to take pictures and selfies to post online. As if they were staying at my house. Something needs to be done about this. According to the air bnb contract of this owner, no parties are allowed but every single Saturday night, there is a party, Every one!!!! Police have been called numerous times, our council member has been notified by neighbors, and we have tried to talk with the owner of the house to no avail. Please can you do something to stop this. Thanks for your time.

File Upload :

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Tuesday, December 15, 2020 11:24 AM
To: Gonzalez, Raquel
Subject: Public Comment - Penelope Malone - 12/15/2020
Attachments: SandySpringsPublicCommentCard.pdf

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

Name : Penelope, Malone
Address : 4655 Lake Forrest Drive, Sandy Springs, GA, 30342
Phone : [REDACTED]
Email : [REDACTED]
Name of Group :
Meeting Type : City Council
Meeting Date : 12/15/2020
Type of Comment : Public Hearing Item Comment
Agenda Item Number : 2020-337
Position : Support
Affiliations : I am the applicant. : No I am a Sandy Springs resident. : Yes I am a Sandy Springs business owner. : No I am a paid representative of either the support or opposition. : No I am a local lobbyist duly registered with the Georgia Government Transparency and Campaign Finance Commission. : No
Please Select : No
Method - Hearing : Staff will email my comment to city officials
Public Comment : My husband and I are 40 year residents of a home which is a few hundred yards from the dam. We strongly support approval of this consent order in the interests of (1) reducing environmental damage to the surrounding woodland and animals living there (2) minimizing costs for the COSS and (3) minimizing disruption. We sincerely appreciate the many years of effort and time expended by our COSS representatives to find a resolution that is in the best interests for all concerned.