



SANDY SPRINGS

GEORGIA

CITY COUNCIL

Rusty Paul, Mayor

John Paulson – District 1

Steve Soteres – District 2

Chris Burnett – District 3

Jody Reichel – District 4

Tibby DeJulio – District 5

Andy Bauman – District 6

Tuesday, March 16, 2021

Regular Meeting

Following Work Session

The March 16, 2021 City Council Meetings will be held virtually.

Live-stream:	Sandy Springs Facebook: https://www.facebook.com/SandySpringsGA/ Zoom Webinar: http://spr.gs/2021mcc3
Teleconference:	Dial Options (for higher quality, dial a number based on your current location): • 1 312 626 6799 • 1 646 558 8656 • 1 301 715 8592 • 1 346 248 7799 • 1 669 900 9128 • 1 253 215 8782 Webinar ID: 818 0837 1065
Public Comment:	http://spr.gs/publiccomment

I. Call to Order - Mayor Rusty Paul

II. Roll Call and General Announcements - City Clerk

III. Pledge of Allegiance - Mayor Rusty Paul

IV. Public Comment

V. Approval of Meeting Agenda

VI. Consent Agenda

- A. **2021-093** Meeting Minutes
March 2, 2021 Work Session
March 2, 2021 Regular Meeting
- B. **2021-094** Request for Mayor and City Council Consideration of Approval of the Path Easement Agreement with Georgia Power Company for the CDBG/T-0033-7 Roswell Road Streetscape Project (Stewart Drive to Northwood Drive) Phase 2
(Presented by William H. Martin, Jr., AIA, Public Works Director)

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

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- C. **2021-095** Request for Mayor and City Council Consideration of Acceptance of a Release of Claims of Property Located in Land Lot 15 of the 17th District, City of Sandy Springs, Fulton County, Georgia
(Presented by William H. Martin, Jr., AIA, Public Works Director)

VII. Presentations

VIII. Public Hearing

- A. **2021-096** ABL_73261 - Approval of Alcoholic Beverage License Application for LHP HH1, LLC DBA Hyatt House Atlanta Perimeter Center, Located at 5785 Peachtree Dunwoody Road Sandy Springs GA 30342. Applicant is Kevin Brian Richards for Consumption of Wine, Malt Beverages and Distilled Spirits.
(Presented by Toni Jo Howard, Finance Director)

IX. New Business

- A. **2021-097** Request for Mayor and City Council Consideration of a Resolution to Approve an Intergovernmental Agreement with the Fulton County Board of Education for Shared Use of the Passive Park at Spalding Drive Elementary School and to Authorize the City Manager to Execute the Agreement
(Presented by Michael Perry, Director of Recreation and Parks)
- B. **2021-098** Request for Mayor and City Council Consideration of a Resolution to Approve Award of Contract for Architectural, Engineering, and Construction Administration Services to Hussey Gay Bell for New Fire Station #5; to Authorize the City Manager to Execute Same; and for Other Purposes.
(Presented by David Wells, Deputy City Manager)
- C. **2021-099** Request for Mayor and City Council Consideration of Approval to Authorize the City Manager to Execute a Change Order and the Revised Contract for Engineering Design and Construction Services with HNTB for the Northside Drive at Riverview/Old Powers Ferry Road Intersection Improvement Project (TS106)
(Presented by William H. Martin Jr., AIA, Public Works Director)
- D. **2021-100** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property that Lies within Land Lot 383 of the 6th District of Fulton County, Georgia
(Presented by William H. Martin Jr., AIA, Public Works Director)
- E. **2021-101** Request for Mayor and City Council Consideration Acceptance of an Agreement to Purchase Real Estate Property that Lies within Land Lot 13 of the 17th District

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GEORGIA

of Fulton County, Georgia

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

X. Reports

A. **2020-102** Mayor and Council Report

B. **2020-103** Staff Reports

1. January 2021 Unaudited Financials

2. COVID Operations Update

XI. Executive Session - Real Estate

XII. Adjournment

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Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Tuesday, March 2, 2021 6:08 PM
To: Gonzalez, Raquel
Subject: Public Comment - Michael Meeks - 03/02/2021
Attachments: SandySpringsPublicCommentCard.pdf

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

Meeting Type : City Council
Name : Michael, Meeks
Address : 2104 Cimarron Pkwy, Sandy Springs, GA, 30350
Phone : [REDACTED]
Email : [REDACTED]
Name of Group :
Meeting Date : 03/02/2021
Type of Comment : General Public Comment
Method - General : Staff will email my comment to city officials
Subject : property
Public Comment : I wanted to know how to purchase property from the city of Sandy Springs
File Upload :



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: November 5, 2020 Submission for the March 16, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of the Path Easement Agreement with Georgia Power Company for the CDBG/T-0033-7 Roswell Road Streetscape Project (Stewart Drive to Northwood Drive) Phase 2

Recommendation:

Staff recommends that the Mayor and Council approve the Path Easement Agreement with the Georgia Power Company (GPC) for the construction of the CDBG/Roswell Road Streetscape Project. The two parcels owned by Georgia Power Company are parcel ID numbers 17-0092000030232 and 17-0092000030158, known as 0 Roswell Road and 5380 Roswell Road, Sandy Springs, Georgia and shown in the attached exhibits.

Background:

The project will include construction of an 8' sidewalk and driveway redevelopment to match the improved sidewalk at the GPC Substation located at 0 Roswell Road, known as Parcel 17. Parcel 16 includes a sidewalk varying between 8'-10', a small retaining wall at back of sidewalk, improved driveways and parking lot for the business located at 5380 Roswell Road. The pedestrian improvements on Roswell Road will provide access for pedestrians and transit riders from Stewart Drive to Northwood Drive.

Discussion:

The acquisition of the Temporary Construction Easements, Temporary Driveway Easements and Permanent Path Easement is necessary in order to construct the streetscape improvements for the CDBG/T-0033-7 Roswell Road Streetscape Project (Stewart Drive to Northwood Drive) Phase 2.

Financial Impact:

There are no fees associated with the subject Path Easement Agreement.

Alternatives:

N/A

Attachments:

1. Executed GPC Path Easement Agreement with Exhibits A & B
2. Fulton ID Aerial Map and Owner Profile - 0 Roswell Road
3. Fulton ID Aerial Map and Owner Profile - 5380 Roswell Road
4. Resolution

After recording return to:

City Clerk
City of Sandy Spring
1 Galambos Way
Sandy Springs, GA 30328

STATE OF GEORGIA
COUNTY OF FULTON

SUBJECT: Idlewood 230kV Substation

PATH EASEMENT AGREEMENT

This **PATH EASEMENT AGREEMENT** (the "Agreement") is made this ____ day of _____, 2021, by and between GEORGIA POWER COMPANY, a Georgia corporation ("GPC"), and THE CITY OF SANDY SPRINGS, a political subdivision of the State of Georgia ("Grantee").

WITNESSETH:

WHEREAS, GPC is the owner of (a) that certain tract or parcel of land lying and being in Land Lot 92, 17th District, Fulton County, Georgia, identified and labeled as "Parcel 16" on the drawing labeled "City of Sandy Springs Public Works Right of Way Plan," Sheets 3, 4 and 8, Drawing Nos. 60-0003, 60-0004 and 60-0008, dated November 22, 2017, last revised December 3, 2020 (the "Temporary Easement Drawing"), a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference (hereinafter referred to as the "Temporary Easement Tract"), and (b) that certain tract or parcel of land lying and being in Land Lot 92, 17th District, Fulton County, Georgia, identified and labeled as "Parcel 17" on the drawing labeled "City of Sandy Springs Public Works Right of Way Plan," Sheets 4 and 8, Drawing No 60-0004 and 60-0008, dated November 22, 2017, last revised December 3, 2020, a copy of which is attached hereto as Exhibit "B" and made a part hereof by this reference (hereinafter referred to as the "Permanent Easement Tract"), (the Temporary Easement Tract and the Permanent Easement Tract are collectively referred to as the "Easement Tracts"); and

WHEREAS, GPC wishes to grant to Grantee, and Grantee desires to accept, a temporary easement over and across the Temporary Easement Tract (except as otherwise provided in Paragraph 2(e) of this Agreement, as more particularly hereinafter provided in this Agreement (the "Temporary Easement"); and

WHEREAS, GPC wishes to grant to Grantee, and Grantee desires to accept, a permanent easement over and across the Permanent Easement Tract (except as otherwise provided in Paragraph 2(e) of this Agreement, as more particularly hereinafter provided in this Agreement (the "Permanent Easement") (the Temporary Easement and the Permanent Easement are collectively referred to as the "Easements"); and

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by each party hereto to the other, and for and in consideration of the mutual benefits to be derived by the provisions of this Agreement, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, GPC and Grantee do hereby covenant and agree as follows:

1. Benefited Parties.

The Easements shall be for the sole benefit of Grantee and its licensees and invitees. The parties acknowledge and agree that upon establishment of a path and related amenities on the Permanent Easement Tract in accordance with the terms and conditions of this Agreement, public access to the path located on the Permanent Easement Tract shall be permitted for the sole purpose of providing pedestrian access to Roswell Road, but no dedication of the Permanent Easement Tract or any portion thereof to the public or any other person is intended and no such dedication shall be deemed to occur on account thereof or otherwise in connection with this Agreement. The privilege of use of the Easement Tracts by Grantee is non-exclusive and no claim of right or title shall inure to, or be asserted by, Grantee. The Easement Tracts may be used by GPC, its agents, employees and assigns with or without notice to Grantee, including without limitation, by GPC, its agents and employees in connection with accessing the substation and transmission lines on GPC's property.

2. Grant of Easements.

(a) **TEMPORARY EASEMENT TRACT.** GPC does hereby grant and convey to Grantee a temporary non-exclusive easement (which shall be subject to termination as hereinafter expressly set forth) over, upon, across and through the Temporary Easement Tract solely for Grantee to re-grade, re-slope, pave, park and stripe; and install and replace slopes and drives in connection with the initial construction of the Path (as hereinafter defined). This temporary non-exclusive easement shall terminate and expire **twenty-four (24) months** from the date of this Agreement. The Path shall be constructed and installed in such a manner as to avoid the potential for soil erosion.

(b) **PERMANENT EASEMENT TRACT.** GPC does hereby grant and convey to Grantee a non-exclusive easement (which shall be subject to termination as hereinafter expressly set forth) over, upon, across and through the Permanent Easement Tract solely for the following purposes consistent with the provisions and restrictions of O.C.G.A. § 51-3-20 et seq., and for no other purposes: (i) pedestrian and bicycle [powered solely by the individual(s) riding such bicycle; motorized and motor assisted (including without limitation electric powered or assisted) vehicles of every kind, including without limitation, scooters, motorbikes and motorcycles of every sort, are and shall be prohibited from using the Permanent Easement Tract under or pursuant to this Agreement, except to the extent and for the purposes expressly set forth in clause (iii) below] access to Roswell Road over and across the Path constructed and maintained on the Permanent Easement Tract from time to time at no cost or expense to GPC; (ii) construction, installation, use, maintenance and repair, at Grantee's sole cost and expense, of the Path; (iii) in connection with construction, maintenance and repair of the Path, the limited right and easement for vehicular access (solely in connection with such construction, maintenance or repair) over and across the Permanent Easement Tract; and (iv) installing and maintaining in good order and repair landscaping on the Permanent Easement Tract constituting a portion of the Path.

(c) The rights and easements granted Grantee under this Agreement shall automatically terminate and end upon the occurrence of any one or more of the following: (i) Grantee fails to complete construction of the Path on the Permanent Easement Tract in accordance with this Agreement; (ii) the Permanent Easement Tract is utilized (other than by GPC, its successors, assigns, agents, contractors, subcontractors, licensees and permittees) for any purposes other than the purposes set forth in Paragraph 2(b) (i), (ii), (iii) and (iv) above and such utilization continues uncured in excess of thirty (30) days after written notice thereof to Grantee; (iii) Grantee assigns, transfers or otherwise disposes of, or attempts to assign, transfer or otherwise dispose of, whether voluntarily, involuntarily or by operation of law, in whole or in part, the rights and easements herein granted to Grantee other than as permitted pursuant to this Agreement; (iv) Grantee fails to perform Grantee's maintenance and repair obligations under this Agreement and such failure to maintain continues uncured in excess of sixty (60) days after written notice thereof to Grantee; or (v) Grantee fails to reimburse GPC for maintenance and repair costs incurred by GPC within thirty (30) days after written notice thereof to Grantee.

(d) Prior to the second (2nd) anniversary of the date of this Agreement, Grantee shall construct and install on the Permanent Easement Tract the Path in accordance with this Agreement. No public access to the Permanent Easement Tract shall be permitted prior to the completion of construction of the Path. Except as may be necessary to construct the Path, the Permanent Easement Tract shall not be used by pedestrians or bicycles prior to the completion of construction of the Path. The Path shall be constructed, maintained and operated at Grantee's sole cost and expense, without cost to GPC. Grantee shall keep and maintain the Path in good order, condition and state of repair, at Grantee's sole cost.

(e) Grantee understands that the Easement Tracts and adjacent property of GPC were acquired by GPC for its Bull Sluice – Powers Ferry 230kV Transmission Line and Idlewood 230kV Substation (the "Facilities"). The use of the Easement Tracts by Grantee shall be undertaken in such a manner as not to interfere with the use and enjoyment of the Easement Tracts, GPC's adjacent property or the Facilities.

(f) Grantee acknowledges and agrees that Grantee shall not use, and this Agreement does not grant Grantee (or Grantee's agents, contractors, employees, invitees and licensees) any rights to use, any property other than the Permanent Easement Tract and the temporary right, as set forth in Paragraph 2(a), to use the Temporary Easement Tract.

(g) Grantee shall not use the Temporary Easement Tract in any manner that may interfere with GPC's use and enjoyment of the Property. Grantee shall not use the Permanent Easement Tract in any manner that may interfere with GPC's use and enjoyment of the Property. Further, Grantee agrees that Grantee shall exercise its rights under this Agreement, including without limitation the construction, installation, use, maintenance and repair of the Path, in such a manner as shall not interfere with GPC's activities and facilities.

(h) Notwithstanding anything to the contrary set forth in this Agreement, in the event GPC determines in its sole discretion that this Agreement should be terminated or the Permanent Easement Tract should be relocated in connection with a modification or expansion of the Facilities, GPC shall have the right to deliver notice to Grantee of such need for termination or relocation, as applicable. In the event of termination, this Agreement shall terminate and be of no further force and effect thirty (30) days after written notice of such termination has been delivered to Grantee. In the event of a relocation, GPC shall either (i) terminate this Agreement and grant a new easement to Grantee, or (ii) the parties shall enter into a modification of this Agreement to effectuate such relocation.

3. Plans, Approvals and Acknowledgements.

(a) "Path" means the sidewalk path including but not limited to, streetscape improvements for pathway, bus stop pad and shelter, safety and informational signage, street lighting located on the Temporary Easement Tract and Permanent Easement Tract. The Path shall be constructed in strict accordance with the Plans and all applicable laws, statutes, rules and regulations.

(b) Except as expressly set forth in the Plans, no work on the Temporary Easement Tract or the Permanent Easement Tract shall be constructed, altered, reconstructed, remodeled, altered or added onto without the prior written consent of GPC.

(c) Except for improvements and landscaping set forth in the Plans or otherwise consented to in writing by GPC, no improvements or landscaping of any sort or nature shall be constructed or installed or modified on the Permanent Easement Tract by or at the direction of Grantee. No consent or approval by GPC under this Agreement shall in any way waive or be deemed to waive the obligations of Grantee under this Agreement. No such consent or approval shall be deemed to imply any warranty, representation or approval by GPC that such the matter consented to or approved, if so constructed, will be structurally sound, will comply with all building codes or other governmental laws or regulations or legal requirements, will be fit for any particular purpose or will have a market value of any particular magnitude, or that GPC has reviewed the plans from the standpoint of engineering or structural design, quality of materials, or safety, whether structural, fire, security or otherwise.

(d) Grantee acknowledges that its use of the Temporary Easement Tract and the Permanent Easement Tract shall be used solely for "recreational purposes," as that term is defined in O.C.G.A. § 51-3-21 (4). Grantee shall not charge any person for using the easement area for recreational purposes, and Grantee shall not take any action that would invalidate any provision of O.C.G.A. § 51-3-20 *et seq.*

4. Manner of Performing Work.

Whenever Grantee shall enter upon the Temporary Easement Tract or the Permanent Easement Tract for the purpose of doing any construction, maintenance, repairs or replacements permitted hereunder, such work shall be done expeditiously and in a good and professional manner and in strict accordance with all applicable laws, codes, rules and regulations of governmental authorities having jurisdiction, with the Plans, and with all procedures provided to Grantee by GPC. Grantee shall be solely responsible for obtaining, at Grantee's sole cost and expense, all permits and approvals required in connection with such work; provided, however, to the extent GPC's signature or other input in the permitting and approval process is required due to GPC's status as owner of the Temporary Easement Tract or the Permanent Easement Tract, GPC shall cooperate with Grantee in such process. Such work shall be carried out in such manner so as, to the extent reasonably practicable, to avoid any disruption to the operations of GPC or its customers.

Grantee (1) shall use the Easement Tracts and conduct its activities in such a manner as will not interfere with the operation, use, maintenance, repair, and replacement of, and access to and from, the Facilities located on, adjacent to or in the vicinity of the Easement Tracts, and (2) shall not endanger the Facilities and GPC's other facilities installed located on, adjacent to or in the vicinity of the Easement Tracts.

Grantee acknowledges and agrees that the ground grid for GPC's substation extends approximately five (5) feet beyond Grantor's fence. Grantee shall not disturb the ground grid for GPC's substation. No portion of the Path shall disturb the ground grid for GPC's substation.

Grantee shall notify GPC's Right of Way Specialist (current: Luke Folsom), at 404-387-0529, at least three (3) business days prior to commencing any construction or landscaping activity on the Easement Tracts. In addition, Grantee shall notify GPC's Right of Way Specialist (current: Luke Folsom), at 404-387-0529, at least three (3) business days prior to commencing any construction or landscaping activity on that portion of the Temporary Easement Tract located inside GPC's substation fence.

Grantee acknowledges and agrees that solely in connection with the initial construction of the Path, Grantee shall be permitted access to that portion of the Temporary Easement Tract located inside GPC's substation fence upon and subject to the following terms and conditions: (a) GPC shall have the option to promptly provide, at the sole cost and expense of Grantee (and Grantee shall, from time to time, upon demand, reimburse GPC for such costs and expenses under this Agreement) an authorized representative of GPC to accompany Grantee while Grantee or its contractors are accessing that portion of the Temporary Easement Tract located inside GPC's substation fence; and (b) in the event GPC so elects to provide such authorized representative, Grantee shall not access the portion of the Temporary Easement Tract located inside GPC's substation fence except in the presence of such representative of GPC.

5. Failure to Maintain.

In the event that Grantee shall fail to perform its maintenance and repair obligations with reasonable diligence, GPC shall have the right, if such failure shall continue for a period of thirty (30) days after written notice thereof to Grantee (provided, however, in the event GPC in good faith believes an emergency condition exists, such as could reasonably be expected to cause injury to persons or property, no such advance notice shall be required), to enter upon the Temporary Easement Tract or the Permanent Easement Tract and perform such maintenance and repair. All reasonable costs and expenses incurred by GPC in connection with the performance of such maintenance and repair shall be reimbursed by Grantee to GPC within thirty (30) days after being billed therefor by GPC, which billing shall be accompanied by such backup invoices, receipts and other materials as are necessary for Grantee to determine the accuracy of the bill.

6. High Voltage Safety Act.

Grantee hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Grantee from using any tools, equipment or machinery within ten feet (10') of GPC's overhead conductors. Grantee agrees to comply with Official Code of Georgia (hereinafter the "Code") Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and all rules and regulations of the State of Georgia promulgated in connection therewith, and further agrees to notify any contractors that may be employed by Grantee to perform any work under this Agreement of the existence of said Code sections and regulations by requiring said work to be performed in compliance with said Code sections and regulations by including same as a requirement in its request for bids and including said requirement in any contract let as a result of said bid. Grantee further agrees and covenants to warn all persons whom Grantee knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous. Further, all construction activity shall be conducted at a distance greater than twenty-five (25) feet from any structure or attachment thereto, all equipment used on the Easement Tracts by Grantee shall be less than fifteen (15) feet in height, and refueling equipment is not permissible under the phase conductors.

7. Contractor Indemnity.

To the extent permitted by federal, state, and local law, Grantee hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to the Path, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, or subcontractors to indemnify and defend GPC, its agents and employees, from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Path. Grantee further agrees to require that any third party, contractor, or subcontractor doing or providing any work or construction done on or to the Path to carry liability insurance which shall specifically cover such contractually assumed liability and to carry Commercial General Liability Insurance, or equivalent coverage, of at least \$1,000,000 per occurrence and \$5,000,000 Annual General Aggregate. Coverage may be a combination of a primary and umbrella liability coverage form. GPC shall be named as an additional insured under the insurance coverage required under this Agreement. A certificate of such insurance issued by the appropriate insurance company shall be furnished to GPC on request.

8. Permits.

Grantee, at Grantee's sole cost and expense, shall obtain any and all appropriate municipal, county and state permits required for Grantee's use of the Easement Tracts and Path and shall at all times use, occupy and operate the Easement Tracts and Path in compliance with all applicable city, county, state, federal and local laws, ordinances, statutes, rules and regulations now in effect or hereafter enacted. Grantee shall not place, use, store, spill or discharge, nor permit to be placed, used, stored, spilled or discharged, any hazardous, toxic or dangerous substances on Easement Tracts or the Path or on GPC's adjacent property. In the event of a spill or discharge of any hazardous, toxic or dangerous substances, Grantee will immediately report such spill or discharge (or suspected spill or discharge) to GPC and any government agency to whom reporting by law is required, and Grantee agrees to be responsible for all costs attributable to or arising from the removal and cleanup of said substances, to the satisfaction of GPC, from the Easement Tracts and GPC's adjacent property. Grantee will be responsible for any and all loss, cost, damage or expense ever incurred by GPC as a result of Grantee's breach of the foregoing covenants and agreements of Grantee, and such responsibility shall survive the termination or expiration of the term of this Agreement. The obligations of this Paragraph 8 are in addition to any other obligations of Grantee under the Agreement.

9. Grantee Indemnity.

To the extent permitted by law, Grantee shall and does hereby agree to indemnify and save harmless and defend GPC from the payment of any sum or sums of money to any person whomever (including third persons, subcontractors, Grantee, GPC, and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of GPC) in any way attributable to or arising out of the uses of the Easement Tracts by Grantee and Grantee's employees, agents, successors, assigns, invitees and licensees, as provided in this Agreement, including but without limiting the generality of the foregoing, all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, costs of investigation and of defense, and excepting only those situations where the injuries and damages claimed have been caused by gross negligence or willful misconduct on the part of GPC, its agents or employees. Grantee having accepted the Easement Tracts in the present condition and having agreed that the Easement Tracts may not be suitable for the uses intended by Grantee and further that the Easement Tracts may not be in a safe or

proper condition for such use. If the liability of GPC arises due to the condition of the Easement Tracts or the suitability of the Easement Tracts for the uses intended in this Agreement, such shall not be deemed the sole negligence of GPC.

10. Grantee Insurance.

(a) To the extent permitted by federal, state, and local law, commencing on the "Insurance Acquisition Date" and continuing thereafter during the term of this Agreement, Grantee shall obtain and shall at all times maintain commercial general liability insurance with respect to the Permanent Easement Tract, naming GPC as an additional insured, and insuring against claims of bodily injury and property damage occurring on or about the Permanent Easement Tract, with minimum combined single limit of \$5,000,000 per occurrence. "Insurance Acquisition Date" shall mean the earlier to occur of (i) commencement of construction of the Path pursuant to Paragraph 3 hereof; (ii) any public access to the Permanent Easement Tract (whether or not permitted pursuant to this Agreement; and without GPC hereby consenting to, or being deemed to consent to, any such access); (iii) any assignment, transfer or other disposition of, or attempt to assign, transfer or otherwise dispose of, whether voluntarily, involuntarily or by operation of law, in whole or in part, the rights and easements herein granted to Grantee (without GPC hereby consenting to, or being deemed to have consented to, any such transfer); or (iv) any entry onto the Temporary Easement Tract or the Permanent Easement Tract to exercise rights or easements under or pursuant to this Agreement. Grantee shall maintain the insurance in this Paragraph 10 for five (5) years after the termination, cancellation, or expiration of this Agreement.

(b) Commencing on the fifth (5th) anniversary of the date of this Agreement, and continuing thereafter on the fifth (5th) anniversary of the previous "Adjustment Date" (as hereinafter defined) (each of such dates being referred to as an "Adjustment Date"), the aforesaid minimum amount of insurance coverage shall be increased to the amount equal to the initial minimum amount set forth above plus an amount equal to the product of the percentage increase in the Index (as hereinafter defined) for the third month immediately preceding the Adjustment Date as compared to the Index for the third month prior to the date of this Agreement, multiplied by the initial minimum amount of insurance coverage set forth above; provided, however, in no event shall the required minimum amount of insurance coverage following an Adjustment Date be less than required minimum amount of insurance coverage immediately prior to such Adjustment Date. The term "Index" shall mean the Consumer Price Index for All Urban Consumers (U.S. City Average; Base 1982-84=100), published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics should discontinue the publication of the Index, or publish the same less frequently, or alter the same in some manner, then GPC shall adopt a substitute index or a substitute procedure which reasonably reflects and monitors consumer prices. In the event the aforesaid minimum amount of insurance coverage is not increased to satisfactory levels, as reasonably determined by GPC, Grantee agrees to increase its insurance coverage to limits reasonably identified by GPC.

(c) Such insurance shall be written by companies of recognized financial standing which are authorized to do insurance business in the State of Georgia, shall name GPC as an additional insured party, shall be reasonably satisfactory to GPC in all respects and shall expressly provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by GPC of written notice thereof. Such insurance shall waive any right of subrogation against GPC, its affiliated entities, and employees. A copy of each policy or of an acceptable certificate of insurance in force, issued by the insurer, shall be delivered to GPC on or before the Insurance Acquisition Date, and with respect to renewal or replacement policies, not less than thirty (30) days prior to expiration of the policy being renewed or replaced. If at any time the insurance coverage

required by this Paragraph 10 shall no longer be in force, the rights and easements granted Grantee under this Agreement shall immediately terminate and shall be void and unenforceable.

(d) Grantee acknowledges and agrees that in specific consideration for purchasing, and thereafter maintaining, the insurance set forth above, GPC is granting the rights set forth in this Agreement.

11. Extent of Liability.

(a) The use of the Temporary Easement Tract and the Permanent Easement Tract by Grantee, its licensees and invitees, shall be at the sole risk and expense of Grantee, and GPC is specifically relieved of any responsibility for injury to persons or damage to property resulting or occurring from the use of the Temporary Easement Tract or the Permanent Easement Tract by Grantee, its licensees and invitees. Grantee hereby covenants not to sue GPC in such instance. To the extent permitted by federal, state, and local law, Grantee agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless GPC from and against any and all liabilities, obligations, losses, damages, penalties, claims (including, without limitation, claims involving strict or absolute liability in tort), actions, suits, costs, expenses and disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever arising out of or relating in any way to injuries to persons, including death, or damage to property which are caused by Grantee, Grantee's assigns, employees, agents, and representatives or which may be imposed on, incurred by or asserted against GPC, in any way relating to or arising out of this Agreement or the subject matter of this Agreement.

(b) To the extent of the insurance proceeds received under any insurance policy required to be maintained by Grantee or which would have been received by Grantee had Grantee maintained the insurance required to be maintained by Grantee (but in no event in excess of the fullest extent permitted under O.C.G.A. § 13-8-2), Grantee hereby releases GPC, its agents and employees from any liability for damage to property or injury to persons, regardless of the cause of such damage or injury. Except as provided in the sentence immediately preceding this sentence, the provisions of this Paragraph 11 and the waivers and indemnities in this Agreement in favor of GPC shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of GPC, its agents or employees to the extent O.C.G.A. § 13-8-2 is applicable thereto.

(c) This Agreement is entered into by Grantee for the purposes set forth in this Agreement, which are "recreational purposes" under the provisions of O.C.G.A. § 51-3-20. GPC and Grantee expressly intend and agree that the provisions of O.C.G.A. § 51-3-22 and 51-3-23 shall apply to the duties and liabilities of GPC.

(d) The obligations of this Paragraph 11 shall survive the termination or expiration of this Agreement to the extent and for the period permitted by law.

12. Liens.

Grantee shall not suffer or permit any mechanics' or materialmen's or other liens to be filed or placed against the Easement Tracts by reasons of work, services or materials supplied by or claimed to have been supplied to Grantee and if any such lien shall at any time be filed against the Easement Tracts, Grantee shall cause the same to be discharged of record by paying the amount claimed to be due, by deposit in court or by posting bond, within thirty (30) days of the date of filing same. If Grantee shall fail to discharge such lien within such period, then, in addition to any other rights or remedies of GPC, GPC

may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by posting bond. Any amount paid by GPC for any of the aforesaid purposes or for the satisfaction of any other lien caused by Grantee and all reasonable expenses of GPC in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by Grantee on demand.

Notice is hereby given that GPC will not be liable for the cost and expense of any labor, services or materials furnished or to be furnished with respect to the Easement Property at or by the direction of the Grantee and that no laborer's, mechanic's or materialman's or other lien for any such labor, service or materials will attach to or affect the interest of GPC in and to the Easement Tracts or any other property of GPC. Nothing contained in this Agreement will be deemed or construed in any way as constituting the consent or request of GPC, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements or repairs to or of the Easement Tracts or any part thereof, nor as giving the Grantee any right, power or authority on behalf of GPC to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Easement Tracts or any part thereof or any other property of GPC.

12. Notices.

All notices provided for or permitted hereunder shall be in writing in the English language and shall be deemed to have been properly given or served when delivered personally or by overnight air courier or deposited in the United States mail, or any official successor thereto, as registered or certified mail, return receipt requested, postage prepaid and addressed as hereinafter provided or at such other address in the United States as GPC or Grantee may from time to time designate by like notice. Each such notice shall be effective upon being so delivered or deposited. The time period within which a response to any such notice must be given, however, shall commence to run from the date of delivery, if delivered by hand or by overnight air courier, or from the date of receipt set forth on the return receipt notice, if mailed as provided above. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent.

Grantee: City of Sandy Springs
Attn: City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

GPC: Georgia Power Company
Attn: Alan Witherow
BIN 10151
15th Floor
241 Ralph McGill Boulevard
Atlanta, Georgia 30308-3374

13. Successors and Assigns.

(a) This Agreement shall be binding upon and shall inure to the benefit of GPC and GPC's successors, successors-in-title, legal representatives and assigns. This Agreement shall be binding upon and inure to the benefit of Grantee and its successors and permitted assigns. Grantee shall not assign,

transfer or otherwise dispose of, or attempt to assign, transfer or otherwise dispose of, whether voluntarily, involuntarily or by operation of law, in whole or in part, the rights and easements herein granted to Grantee, without the express prior written consent of GPC, and any such assignment, transfer or disposition without said consent shall, at the option of GPC, be null and void. GPC's consent shall not be required for the assignment of all of Grantee's rights and easements to a political subdivision of the State of Georgia or any public authority of any such political subdivision. Any consent given by GPC to any assignment, transfer or other disposition shall apply only to the specific transaction thereby authorized and shall not relieve Grantee or any approved successor of Grantee from the requirement of obtaining the prior written consent of GPC to any further transfer, assignment or disposition.

(b) The rights and easements herein granted to Grantee shall run with the land, and shall be binding upon the owners of the Permanent Easement Tract from time to time. The easements and rights created, granted and established in this Agreement do not, are not intended to, and shall not be construed to create any third party beneficiary rights in favor of any other parties or any easement, right or privilege for the benefit of the general public; provided, however, the parties expressly acknowledge and agree that limited public access to any path located on the Permanent Easement Tract pursuant to this Agreement is expressly permitted and contemplated, but no dedication of the Permanent Easement Tract or any portion thereof to the public is intended or shall be deemed to occur on account thereof or otherwise in connection with this Agreement.

14. Lines.

Notwithstanding any provision of this Agreement to the contrary, GPC expressly retains ownership of and the sole and exclusive right to use any and all overhead and underground electric transmission, distribution and communication lines, cables, equipment, towers, frames, poles, wires, manholes, conduits, fixtures, appliances, and protective wires and devices in connection therewith, and appurtenances thereto, constituting all or any portion of any existing transmission or distribution lines or communications lines of GPC or any affiliates of GPC.

15. Reserved Rights.

(a) GPC hereby retains unto itself, its successors and assigns, for the benefit of GPC, its successors, assigns and such others (such as but not limited to GPC's agents, contractors, subcontractors, licensees and permittees) as GPC shall from time to time designate, the rights, interests and easements from time to time and at any time, upon, over, across and under the Temporary Easement Tract and the Permanent Easement Tract (i) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto overhead and underground electric transmission and distribution lines, poles, towers, frames, manholes, conduits, fixtures, appliances, wires, cables and equipment, and protective wires and devices, and communications lines, cables and equipment (including, without limitation, "Communications Facilities" as hereinafter defined); and (ii) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto additional transmission, distribution, and communications lines, poles, towers, frames, manholes, conduits, fixtures, appliances, wires, cables and equipment, and protective wires and devices, including, without limitation, Communications Facilities ["Communications Facilities" shall mean (x) equipment, systems or facilities used for or in connection with communications by radio, including without limitation, microwave towers, mobile base radio towers, radio base repeater towers, telemeter transmitters, multiple address system radios or power line carrier equipment, and any permits, licenses or leases relating to any one or more of the foregoing, and (y) equipment, systems or facilities used for or in connection with light wave

communications over optical fibers, including without limitation, optical fibers, optronic or photo-optronic equipment, repeaters, junctions, splice enclosures or equipment for the conversion of light signals to or from radio or electronic signals, wireless antenna by third parties, and any permits, licenses or leases relating to any one or more of the foregoing], and, in addition to and not in limitation of the foregoing, the terms and provisions of the form of Easement for Right-of-Way attached hereto as Exhibit "B" and by reference made a part hereof shall apply to such easements as if "Georgia Power" referred to GPC and "the Undersigned" referred to Grantee, and with such changes as may be necessary to reflect that such easements were reserved by GPC rather than granted by Grantee.

(b) Notwithstanding any provision of this Agreement to the contrary, in connection with the exercise of the rights reserved by GPC, GPC shall have the right from time to time and at any time to temporarily prohibit or restrict access to all or any portion of either or both of the Temporary Easement Tract and the Permanent Easement Tract.

16. Damages.

Notwithstanding anything contained herein, Grantee agrees to reimburse GPC for all costs and expense for any damage to GPC's facilities resulting from the use of the Temporary Easement Tract or the Permanent Easement Tract by Grantee, its agents, employees, contractors and invitees. Also, Grantee agrees, upon prior written notice and opportunity to cure, that if in the opinion of GPC it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, add to, change or raise any of GPC's facilities, Grantee will either cure the cause of the interference by relocating, rearranging or changing the Facilities at its sole cost and option or promptly reimburse GPC for all necessary costs and expense involved in such relocation, rearrangement or raising of GPC's facilities.

17. Severability.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Agreement valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal, or unenforceable, the validity of the remainder of this Agreement or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

18. Miscellaneous.

(a) This Agreement shall be governed in accordance with the laws of the State of Georgia. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto parties or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. Except as expressly otherwise provided herein, this Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns. Grantee's rights hereunder shall be subject to any mortgage, indenture or deed to secure debt which now encumbers the Temporary Easement Tract or the Permanent Easement Tract, or may hereafter be placed upon the Temporary Easement Tract or the

Permanent Easement Tract by GPC. This Agreement and the easements in the Temporary Easement Tract and in the Permanent Easement Tract are made granted by GPC and accepted by Grantee subject to (i) all matters affecting the Permanent Easement Tract, recorded and unrecorded, (ii) all matters affecting the Temporary Easement Tract, recorded and unrecorded, (iii) all taxes and assessments (iv) all laws, ordinances, rules and regulations of any governmental authority or agency, including without limitation zoning restrictions, which may now or hereafter be applicable to the Temporary Easement Tract or the Permanent Easement Tract, and (v) previous and future rights granted by GPC to third parties. GPC makes no representation or warranty regarding title to or any other feature or condition of the Temporary Easement Tract or the Permanent Easement Tract. Grantee agrees to obtain all necessary rights from the owners of the lands crossed by the Path in the event neither Grantee nor GPC owns said land and rights in fee. No failure of any party to this Agreement to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(b) Grantee acknowledges that GPC has made no representations as to whether the Temporary Easement Tract or the Permanent Easement Tract is suitable for the uses contemplated herein, and Grantee accepts the easements over the Temporary Easement Tract and the Permanent Easement Tract in their present condition as suitable for said uses. GRANTEE AGREES THAT GRANTEE IS ACCEPTING EASEMENTS OVER THE TEMPORARY EASEMENT TRACT AND THE PERMANENT EASEMENT TRACT "AS IS", "WHERE IS", "WITH ALL FAULTS" AND GPC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TEMPORARY EASEMENT TRACT OR THE PERMANENT EASEMENT TRACT, INCLUDING WITHOUT LIMITATION, THE CONDITION OR COMPLIANCE THEREOF WITH RESPECT TO ANY LAWS GOVERNING ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE OR OTHERWISE CONCERNING THE TEMPORARY EASEMENT TRACT OR THE PERMANENT EASEMENT TRACT, OR THE FITNESS, MERCHANTABILITY, USE OR CONDITION THEREOF OR ANY MATTERS RELATED THERETO.

(c) This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Time is of the essence of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The executed signature pages of any counterpart hereof may be appended or attached to any other counterpart hereof; and, provided that all parties hereto shall have executed a counterpart hereof, this Agreement shall be valid and binding upon the parties notwithstanding the fact that the execution of all parties may not be reflected upon any one single counterpart. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all genders, the singular shall include the plural and vice versa. No provision of this Agreement shall be construed against or interpreted to the disadvantage of either party by any court, judicial or other governmental authority by reason of such party's having been deemed to have structured, written, drafted or dictated such provision.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

[PATH EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day, month and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission expires:

Notarial Seal

GRANTEE:

CITY OF SANDY SPRINGS, a political
subdivision of the State of Georgia

By: _____

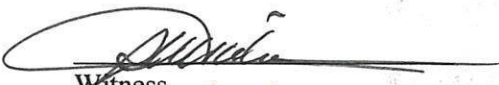
Its: _____

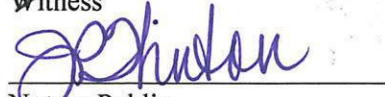
Attest: _____

Its: _____

(SEAL)

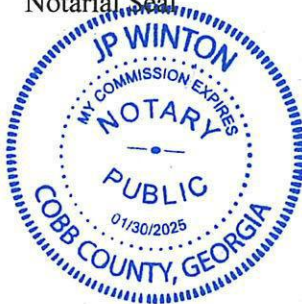
Signed, sealed and delivered in the presence of:


Witness


Notary Public

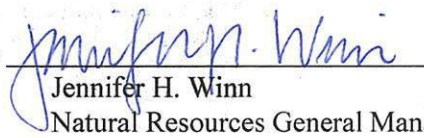
My Commission expires: 1/30/25

Notarial Seal



GPC:

GEORGIA POWER COMPANY, a Georgia
corporation

By: 
Jennifer H. Winn
Natural Resources General Manager

Attest: 
Kristi L. Dow
Assistant Corporate Secretary

(CORPORATE SEAL)

EXHIBIT "A"

Parcel 16

LEGAL DESCRIPTION/ EASEMENT FOR CONSTRUCTION OF SLOPES
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA
PROJECT: T-0033-7 CDBG ROSWELL ROAD SIDEWLKS
PARCEL NO. 16/ GEORGIA POWER COMPANY

ALL THAT TRACT or parcel of land lying and being in Land Lot 92 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point 86.57 feet left and opposite of Station 149+59.90 on City of Sandy Springs CDBG ROSWELL ROAD SIDEWALKS Project No. T-0033-7 (N 1419149.5148 E 2231887.2145); running thence N 46°41'35.4" W a distance of 17.04 feet to a point 103.37 feet left of and opposite station 149+62.76 on said construction centerline laid out for ROSWELL ROAD; thence N 43°06'56.2" E a distance of 64.66 feet to a point 92.76 feet left of and opposite station 150+26.54 on said construction centerline laid out for ROSWELL ROAD; thence S 51°22'33.5" E a distance of 23.91 feet to a point 68.93 feet left of and opposite station 150+24.47 on said construction centerline laid out for ROSWELL ROAD; thence S 48°56'45.5" W a distance of 66.94 feet back to the point of beginning.

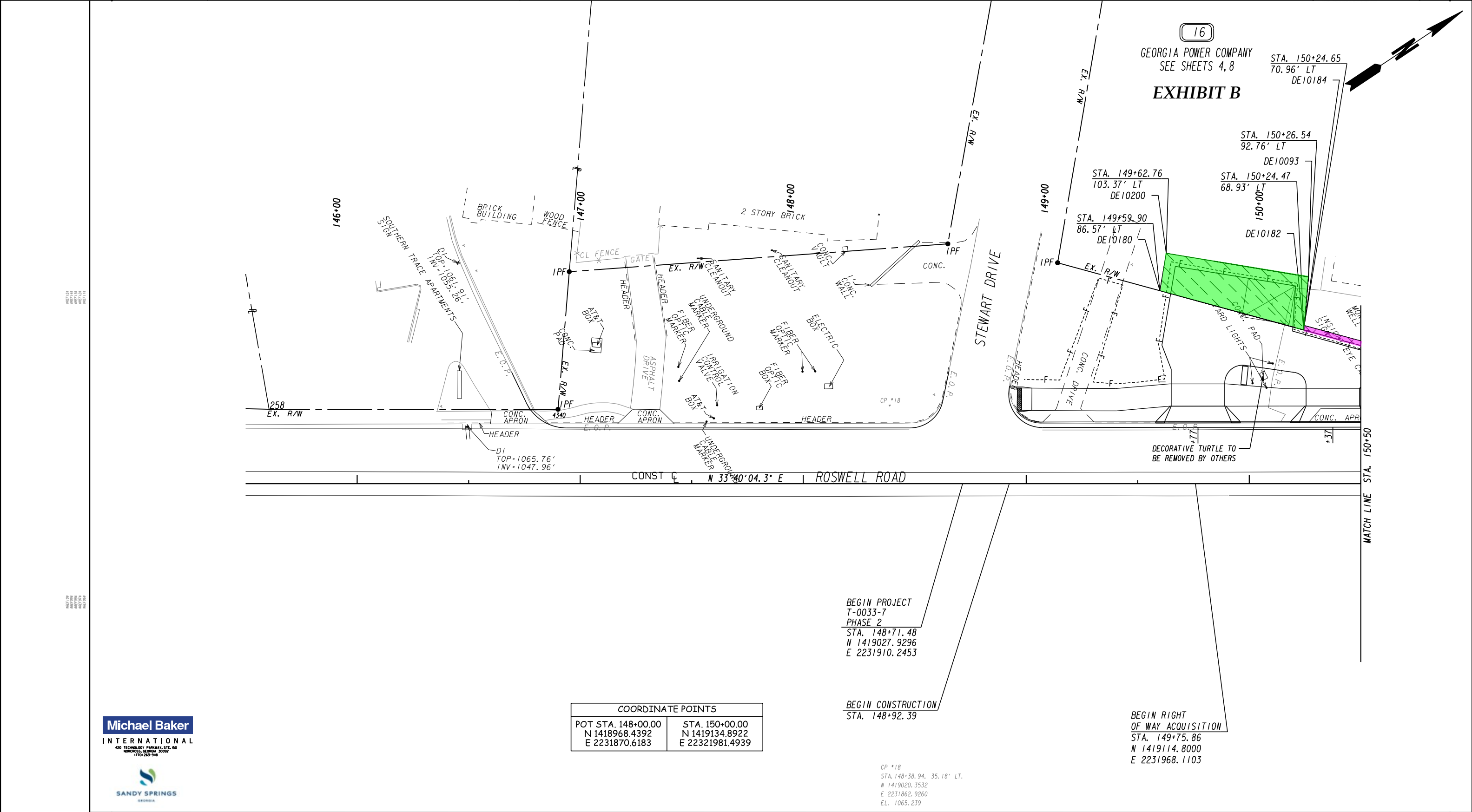
Containing 0.031 acres more or less (1,338.36 sq.ft.).

LEGAL DESCRIPTION/ EASEMENT FOR CONSTRUCTION OF DRIVES
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA
PROJECT: T-0033-7 CDBG ROSWELL ROAD SIDEWLKS
PARCEL NO. 16/ GEORGIA POWER COMPANY

ALL THAT TRACT or parcel of land lying and being in Land Lot 92 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point 70.96 feet left and opposite of Station 150+24.65 on City of Sandy Springs CDBG ROSWELL ROAD SIDEWALKS Project No. T-0033-7 (N 1419194.7450 E 2231936.1018); running thence N 48°54'52.4" E a distance of 86.30 feet to a point 48.26 feet left of and opposite station 151+07.91 on said construction centerline laid out for ROSWELL ROAD; thence S 51°30'48.2" E a distance of 2.08 feet to a point 46.19 feet left of and opposite station 151+07.74 on said construction centerline laid out for ROSWELL ROAD; thence S 48°56'45.8" W a distance of 86.31 feet to a point 68.93 feet left of and opposite station 150+24.47 on said construction centerline laid out for ROSWELL ROAD; thence N 51°22'36.2" W a distance of 2.03 feet back to the point of beginning.

Containing 0.004 acres more or less (174.67 sq.ft.).



Michael Baker
INTERNATIONAL
400 TECHNOLOGY PARKWAY, STE. 600
NORCROSS, GEORGIA 30092
1770-263-946

COORDINATE POINTS	
POT STA. 148+00.00 N 1418968.4392 E 2231870.6183	STA. 150+00.00 N 1419134.8922 E 22321981.4939

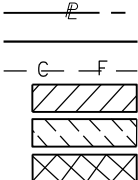
BEGIN PROJECT
T-0033-7
PHASE 2
STA. 148+71.48
N 1419027.9296
E 2231910.2453

BEGIN CONSTRUCTION
STA. 148+92.39

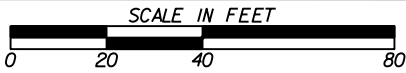
BEGIN RIGHT
OF WAY ACQUISITION
STA. 149+75.86
N 1419114.8000
E 2231968.1103

CP *18
STA. 148+38.94, 35.18' LT.
N 1419020.3532
E 2231862.9260
EL. 1065.239

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

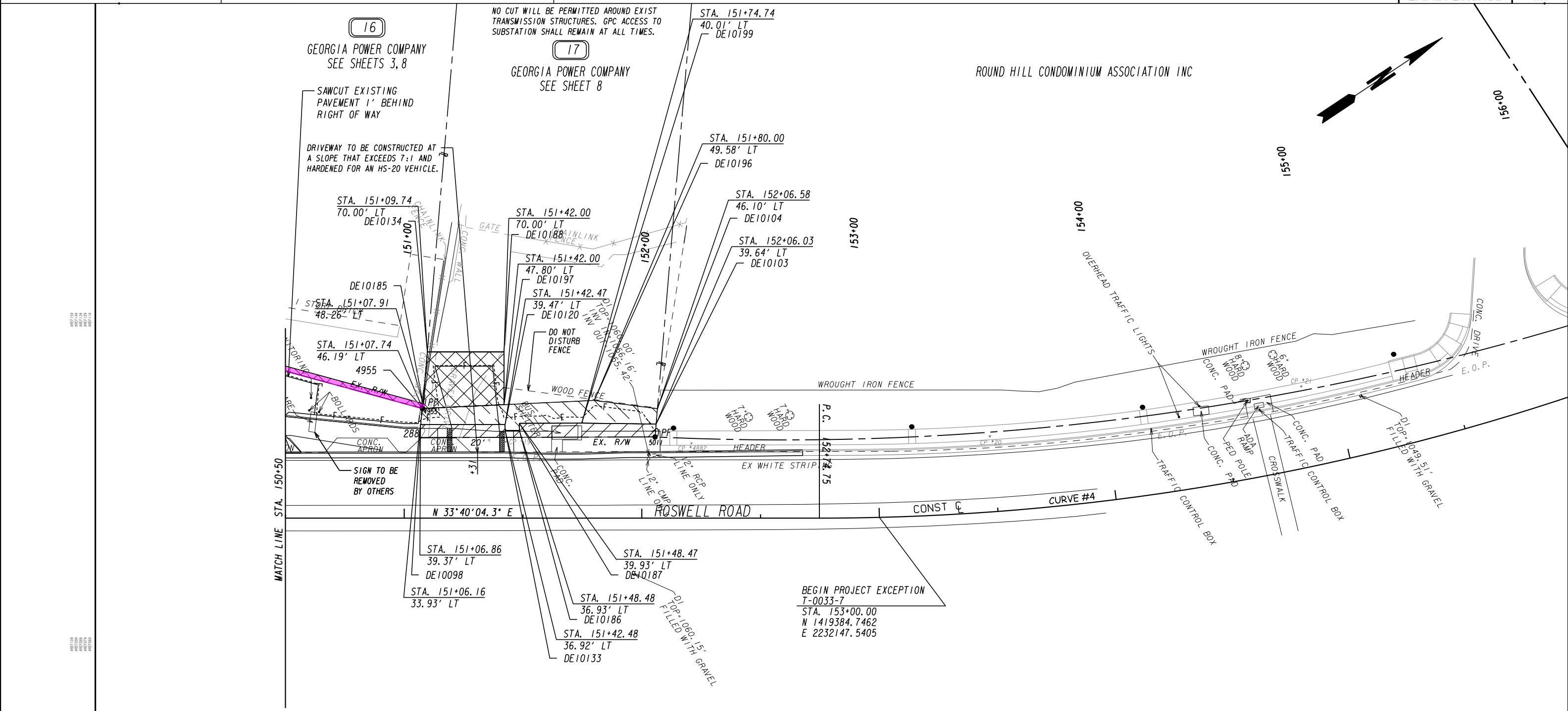


BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS



DATE	REVISIONS	DATE	REVISIONS
05/29/2019	SHEET ADDED TO PROJECT		
06/02/2020	PARCEL 15 REMOVED, ACQUIRED ROW LIMITS UPDATED		
08/20/2020	PARCEL 16 TESMT UPDATED, CONCRETE LIMITS UPDATED.		

CITY OF SANDY SPRINGS PUBLIC WORKS	
RIGHT OF WAY PLAN	
PROJECT NO:T-0033-7 COUNTY:FULTON LAND LOT NO:92 LAND DISTRICT:17 GMD 1100 DATE 11-22-17 SH 3 OF 9	
DRAWING No.	60-0003



COORDINATE POINTS	
STA. 151+00.00 N 1419218.1187 E 223202036.9316	STA. 152+00.00 N 1419301.3452 E 2232092.3694

Curve # 4
PI Sta 155+94.38
N= 1419629.5724
E= 2232311.0039
DELTA= 35°27'01.4" (LT)
D= 05°43'46.48"
T= 319.63
L= 618.73
R= 1000.00
E= 49.84

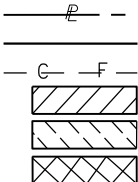
CP *19
STA. 151+42.88, 32.30' LT.
N 1419271.7126
E 2232033.8156
EL. 1061.215

CP *4882
STA. 152+21.03, 31.64' LT.
N 1419336.3857
E 2232077.6982
EL. 1059.937

CP *20
STA. 153+49.09, 31.93' LT.
N 1419442.5755
E 2232144.8719
EL. 1057.076

CP *21
STA. 154+86.44, 34.01' LT.
N 1419563.2875
E 2232200.0780
EL. 1051.046

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



DATE	REVISIONS	DATE	REVISIONS
04/11/2019	PAR 17 RW & ESMT UPDATED		
05/29/2019	SHEET ADDED TO PROJECT		
06/02/2020	PARCEL 15 REMOVED		
12/03/2020	PARCEL 17 DRIVEWAY UPDATED		

DATE	REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS

RIGHT OF WAY PLAN

PROJECT NO:T-0033-7
COUNTY:FULTON
LAND LOT NO:92
LAND DISTRICT:17
GMD 1100
DATE 11-22-17 SH 4 OF 9

DRAWING No.

60-0004

Page 23 of 159

16

GEORGIA POWER COMPANY

TESMT - PARCEL 16/SV22 REQ'D TEMP. EASM'T. DE1016

PNT	OFFSET/	STATION/	ALIGNMENT
DE10180	86.57 L	149+59.90	ROSWELL ROAD
DE10200	103.37 L	149+62.76	ROSWELL ROAD
DE10093	92.76 L	150+26.54	ROSWELL ROAD
DE10182	68.93 L	150+24.47	ROSWELL ROAD
DE10180	86.57 L	149+59.90	ROSWELL ROAD
REQD EASMT AREA = 1338.36 SF			

DWESMT - PARCEL 16/SV22 REQ'D DRWY. EASM'T. DE1016A

PNT	OFFSET/	STATION/	ALIGNMENT
DE10184	70.96 L	150+24.65	ROSWELL ROAD
DE10185	48.26 L	151+07.91	ROSWELL ROAD
4955	46.19 L	151+07.74	ROSWELL ROAD
DE10182	68.93 L	150+24.47	ROSWELL ROAD
DE10184	70.96 L	150+24.65	ROSWELL ROAD

17

GEORGIA POWER COMPANY

PESMT - PARCEL 17/SV23 REQ'D PERM. EASM'T. DE1017

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
288	33.93 L	151+06.16	ROSWELL ROAD
	5.49	N 49°00'52.8" W	
DE10098	39.37 L	151+06.86	ROSWELL ROAD
	35.61	N 33°30'47.0" E	
DE10120	39.47 L	151+42.47	ROSWELL ROAD
	2.55	S 56°29'13.2" E	
DE10133	36.92 L	151+42.48	ROSWELL ROAD
	6.00	N 33°30'44.5" E	
DE10186	36.93 L	151+48.48	ROSWELL ROAD
	3.00	N 56°29'18.4" W	
DE10187	39.93 L	151+48.47	ROSWELL ROAD
	26.27	N 33°30'46.4" E	
DE10095	40.01 L	151+74.74	ROSWELL ROAD
	31.29	N 34°19'47.7" E	
DE10103	39.64 L	152+06.03	ROSWELL ROAD
	5.47	S 51°30'44.6" E	
5011	34.20 L	152+05.57	ROSWELL ROAD
	99.41	S 33°30'46.5" W	
288	33.93 L	151+06.16	ROSWELL ROAD
REQD EASMT = 543.90 SF			
REQD EASMT = 0.012 ACRES			

TESMT - PARCEL 17/SV23 REQ'D TEMP. EASM'T. DE1017A

PNT	OFFSET/	STATION/	ALIGNMENT
DE10098	39.37 L	151+06.86	ROSWELL ROAD
4955	46.19 L	151+07.74	ROSWELL ROAD
DE10197	47.80 L	151+42.00	ROSWELL ROAD
DE10196	49.58 L	151+80.00	ROSWELL ROAD
DE10104	46.10 L	152+06.58	ROSWELL ROAD
DE10103	39.64 L	152+06.03	ROSWELL ROAD
DE10095	40.01 L	151+74.74	ROSWELL ROAD
DE10187	39.93 L	151+48.47	ROSWELL ROAD
DE10186	36.93 L	151+48.48	ROSWELL ROAD
DE10133	36.92 L	151+42.48	ROSWELL ROAD
DE10120	39.47 L	151+42.47	ROSWELL ROAD
DE10098	39.37 L	151+06.86	ROSWELL ROAD
REQD EASMT AREA = 824.28 SF			

DWESMT - PARCEL 17/SV23 REQ'D DRWY. EASM'T. DE1017B

PNT	OFFSET/	STATION/	ALIGNMENT
4955	46.19 L	151+07.74	ROSWELL ROAD
DE10134	70.00 L	151+09.74	ROSWELL ROAD
DE10188	70.00 L	151+42.00	ROSWELL ROAD
DE10197	47.80 L	151+42.00	ROSWELL ROAD
4955	46.19 L	151+07.74	ROSWELL ROAD

18

CARRIAGE GATE HOMEOWNERS ASSOC INC

TESMT - PARCEL 18/SV29 REQ'D TEMP. EASM'T. DE1018

PNT	OFFSET/	STATION/	ALIGNMENT
DE10135	56.63 L	162+11.00	ROSWELL ROAD
DE10136	67.00 L	162+15.00	ROSWELL ROAD
DE10137	73.00 L	162+85.00	ROSWELL ROAD
DE10163	72.50 L	162+97.00	ROSWELL ROAD
DE10140	56.72 L	163+14.50	ROSWELL ROAD
402	56.69 L	162+85.00	ROSWELL ROAD
DE10135	56.63 L	162+11.00	ROSWELL ROAD
REQD EASMT AREA = 1284.99 SF			

EXHIBIT "B"

Parcel 17

**LEGAL DESCRIPTION/ EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SLOPES
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA
PROJECT: T-0033-7 CDBG ROSWELL ROAD SIDEWLKS
PARCEL NO. 17/ GEORGIA POWER COMPANY**

ALL THAT TRACT or parcel of land lying and being in Land Lot 92 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point 33.93 feet left and opposite of Station 151+06.16 on City of Sandy Springs CDBG ROSWELL ROAD SIDEWALKS Project No. T-0033-7 (N 1419242.0561 E 2232012.1100); running thence N 49°00'52.8" W a distance of 5.49 feet to a point 39.37 feet left of and opposite station 151+06.86 on said construction centerline laid out for ROSWELL ROAD; thence N 33°30'47.0" E a distance of 35.61 feet to a point 39.47 feet left of and opposite station 151+42.47 on said construction centerline laid out for ROSWELL ROAD; thence S 56°29'13.2" E a distance of 2.55 feet to a point 36.92 feet left of and opposite station 151+42.48 on said construction centerline laid out for ROSWELL ROAD; thence N 33°30'44.5" E a distance of 6.00 feet to a point 36.93 feet left of and opposite station 151+48.48 on said construction centerline laid out for ROSWELL ROAD; thence N 56°29'18.4" W a distance of 3.00 feet to a point 39.93 feet left of and opposite station 151+48.47 on said construction centerline laid out for ROSWELL ROAD; thence N 33°30'46.4" E a distance of 26.27 feet to a point 40.01 feet left of and opposite station 151+74.74 on said construction centerline laid out for ROSWELL ROAD; thence N 34°19'47.7" E a distance of 31.29 feet to a point 39.64 feet left of and opposite station 152+06.03 on said construction centerline laid out for ROSWELL ROAD; thence S 51°30'44.6" E a distance of 5.47 feet to a point 34.20 feet left of and opposite station 152+05.57 on said construction centerline laid out for ROSWELL ROAD; thence S 33°30'46.5" W a distance of 99.41 feet back to the point of beginning.

Containing 0.012 acres more or less (543.90 sq.ft.).

**LEGAL DESCRIPTION/ EASEMENT FOR CONSTRUCTION OF SLOPES
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA
PROJECT: T-0033-7 CDBG ROSWELL ROAD SIDEWLKS
PARCEL NO. 17/ GEORGIA POWER COMPANY**

ALL THAT TRACT or parcel of land lying and being in Land Lot 92 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point 39.37 feet left and opposite of Station 151+06.86 on City of Sandy Springs CDBG ROSWELL ROAD SIDEWALKS Project No. T-0033-7 (N 1419245.6549 E 2232007.9679); running thence N 49°00'52.6" W a distance of 6.88 feet to a point 46.19 feet left of and opposite station 151+07.74 on said construction centerline laid out for ROSWELL ROAD; thence N 30°59'04.4" E a distance of 34.30 feet to a point 47.80 feet left of and opposite station 151+42.00 on said construction centerline laid out for ROSWELL ROAD; thence N 30°59'04.7" E a distance of 38.04 feet to a point 49.58 feet left of and opposite station 151+80.00 on said construction centerline laid out for ROSWELL ROAD; thence N 41°07'06.0" E a distance of 26.80 feet to a point 46.10 feet left of and opposite station 152+06.58 on said construction centerline laid out for ROSWELL ROAD; thence S 51°30'43.6" E a distance of 6.48 feet to a point 39.64 feet left of and opposite station

152+06.03 on said construction centerline laid out for ROSWELL ROAD; thence S 34°19'47.7" W a distance of 31.29 feet to a point 40.01 feet left of and opposite station 151+74.74 on said construction centerline laid out for ROSWELL ROAD; thence S 33°30'46.4" W a distance of 26.27 feet to a point 39.93 feet left of and opposite station 151+48.47 on said construction centerline laid out for ROSWELL ROAD; thence S 56°29'18.4" E a distance of 3.00 feet to a point 36.93 feet left of and opposite station 151+48.48 on said construction centerline laid out for ROSWELL ROAD; thence S 33°30'44.5" W a distance of 6.00 feet to a point 36.92 feet left of and opposite station 151+42.48 on said construction centerline laid out for ROSWELL ROAD; thence N 56°29'13.2" W a distance of 2.55 feet to a point 39.47 feet left of and opposite station 151+42.47 on said construction centerline laid out for ROSWELL ROAD; thence S 33°30'47.0" W a distance of 35.61 feet back to the point of beginning.

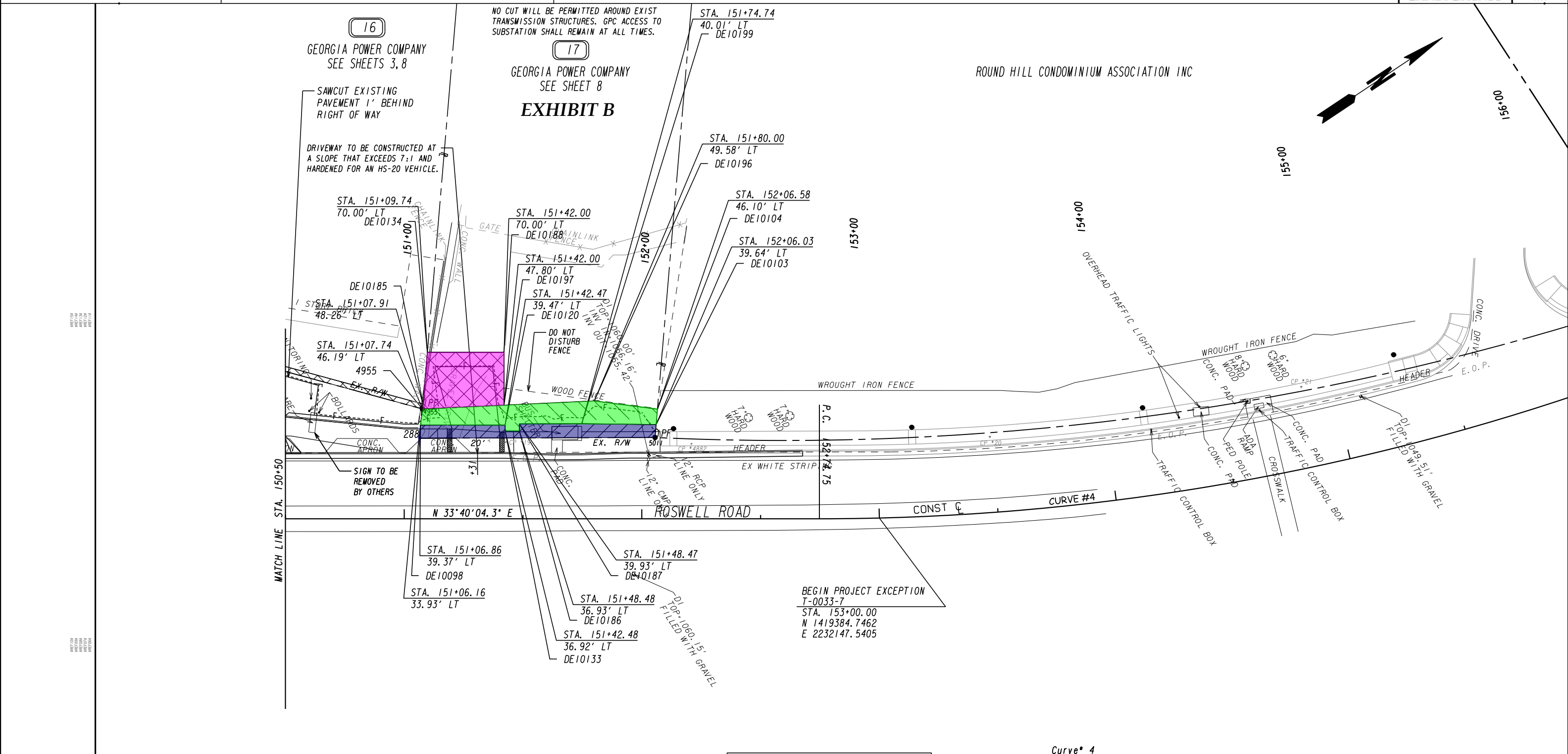
Containing 0.019 acres more or less (824.28 sq.ft.).

**LEGAL DESCRIPTION/ EASEMENT FOR CONSTRUCTION OF DRIVES
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA
PROJECT: T-0033-7 CDBG ROSWELL ROAD SIDEWLKS
PARCEL NO. 17/ GEORGIA POWER COMPANY**

ALL THAT TRACT or parcel of land lying and being in Land Lot 92 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point 46.19 feet left and opposite of Station 151+07.74QQ1 on City of Sandy Springs CDBG ROSWELL ROAD SIDEWALKS Project No. T-0033-7 (N 1419250.1640 E 2232002.7781); running thence N 51°30'45.1" W a distance of 23.89 feet to a point 70.00 feet left of and opposite station 151+09.74 on said construction centerline laid out for ROSWELL ROAD; thence N 33°40'04.5" E a distance of 32.26 feet to a point 70.00 feet left of and opposite station 151+42.00 on said construction centerline laid out for ROSWELL ROAD; thence S 56°19'55.5" E a distance of 22.20 feet to a point 47.80 feet left of and opposite station 151+42.00 on said construction centerline laid out for ROSWELL ROAD; thence S 30°59'04.4" W a distance of 34.30 feet back to the point of beginning.

Containing 0.018 acres more or less (764.41 sq.ft.).



Michael Baker
INTERNATIONAL
400 TECHNOLOGY PARKWAY, STE. 600
NORCROSS, GEORGIA 30092
11700-263-946

COORDINATE POINTS	
STA. 151+00.00 N 1419218.1187 E 223202036.9316	STA. 152+00.00 N 1419301.3452 E 2232092.3694

Curve* 4
PI Sta* 155+94.38
N* 1419629.5724
E* 2232311.0039
DELTA* 35°27'01.4" (LT)
D* 05°43'46.48"
T* 319.63
L* 618.73
R* 1000.00
E* 49.84

CP *19
STA. 151+42.88, 32.30' LT.
N 1419271.7126
E 2232033.8156
EL. 1061.215

CP *4882
STA. 152+21.03, 31.64' LT.
N 1419336.3857
E 2232077.6982
EL. 1059.937

CP *20
STA. 153+49.09, 31.93' LT.
N 1419442.5755
E 2232144.8719
EL. 1057.076

CP *21
STA. 154+86.44, 34.01' LT.
N 1419563.2875
E 2232200.0780
EL. 1051.046

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 80

DATE	REVISIONS
04/11/2019	PAR 17 RW & ESMT UPDATED
05/29/2019	SHEET ADDED TO PROJECT
06/02/2020	PARCEL 15 REMOVED
12/03/2020	PARCEL 17 DRIVEWAY UPDATED

DATE	REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS

RIGHT OF WAY PLAN

PROJECT NO:T-0033-7
COUNTY:FULTON
LAND LOT NO:92
LAND DISTRICT:17
GMD 1100
DATE 11-22-17 SH 4 OF 9

DRAWING No.
60-0004

Page 28 of 159

16

GEORGIA POWER COMPANY

TESMT - PARCEL 16/SV22 REQ'D TEMP. EASM'T. DE1016

PNT	OFFSET/	STATION/	ALIGNMENT
DE10180	86.57 L	149+59.90	ROSWELL ROAD
DE10200	103.37 L	149+62.76	ROSWELL ROAD
DE10093	92.76 L	150+26.54	ROSWELL ROAD
DE10182	68.93 L	150+24.47	ROSWELL ROAD
DE10180	86.57 L	149+59.90	ROSWELL ROAD
REQD EASMT AREA = 1338.36 SF			

DWESMT - PARCEL 16/SV22 REQ'D DRWY. EASM'T. DE1016A

PNT	OFFSET/	STATION/	ALIGNMENT
DE10184	70.96 L	150+24.65	ROSWELL ROAD
DE10185	48.26 L	151+07.91	ROSWELL ROAD
4955	46.19 L	151+07.74	ROSWELL ROAD
DE10182	68.93 L	150+24.47	ROSWELL ROAD
DE10184	70.96 L	150+24.65	ROSWELL ROAD

17

GEORGIA POWER COMPANY

PESMT - PARCEL 17/SV23 REQ'D PERM. EASM'T. DE1017

PNT	OFFSET/	STATION/	ALIGNMENT
	DIST	BEARING	
288	33.93 L	151+06.16	ROSWELL ROAD
	5.49	N 49°00'52.8" W	
DE10098	39.37 L	151+06.86	ROSWELL ROAD
	35.61	N 33°30'47.0" E	
DE10120	39.47 L	151+42.47	ROSWELL ROAD
	2.55	S 56°29'13.2" E	
DE10133	36.92 L	151+42.48	ROSWELL ROAD
	6.00	N 33°30'44.5" E	
DE10186	36.93 L	151+48.48	ROSWELL ROAD
	3.00	N 56°29'18.4" W	
DE10187	39.93 L	151+48.47	ROSWELL ROAD
	26.27	N 33°30'46.4" E	
DE10095	40.01 L	151+74.74	ROSWELL ROAD
	31.29	N 34°19'47.7" E	
DE10103	39.64 L	152+06.03	ROSWELL ROAD
	5.47	S 51°30'44.6" E	
5011	34.20 L	152+05.57	ROSWELL ROAD
	99.41	S 33°30'46.5" W	
288	33.93 L	151+06.16	ROSWELL ROAD
REQD EASMT = 543.90 SF			
REQD EASMT = 0.012 ACRES			

TESMT - PARCEL 17/SV23 REQ'D TEMP. EASM'T. DE1017A

PNT	OFFSET/	STATION/	ALIGNMENT
DE10098	39.37 L	151+06.86	ROSWELL ROAD
4955	46.19 L	151+07.74	ROSWELL ROAD
DE10197	47.80 L	151+42.00	ROSWELL ROAD
DE10196	49.58 L	151+80.00	ROSWELL ROAD
DE10104	46.10 L	152+06.58	ROSWELL ROAD
DE10103	39.64 L	152+06.03	ROSWELL ROAD
DE10095	40.01 L	151+74.74	ROSWELL ROAD
DE10187	39.93 L	151+48.47	ROSWELL ROAD
DE10186	36.93 L	151+48.48	ROSWELL ROAD
DE10133	36.92 L	151+42.48	ROSWELL ROAD
DE10120	39.47 L	151+42.47	ROSWELL ROAD
DE10098	39.37 L	151+06.86	ROSWELL ROAD
REQD EASMT AREA = 824.28 SF			

DWESMT - PARCEL 17/SV23 REQ'D DRWY. EASM'T. DE1017B

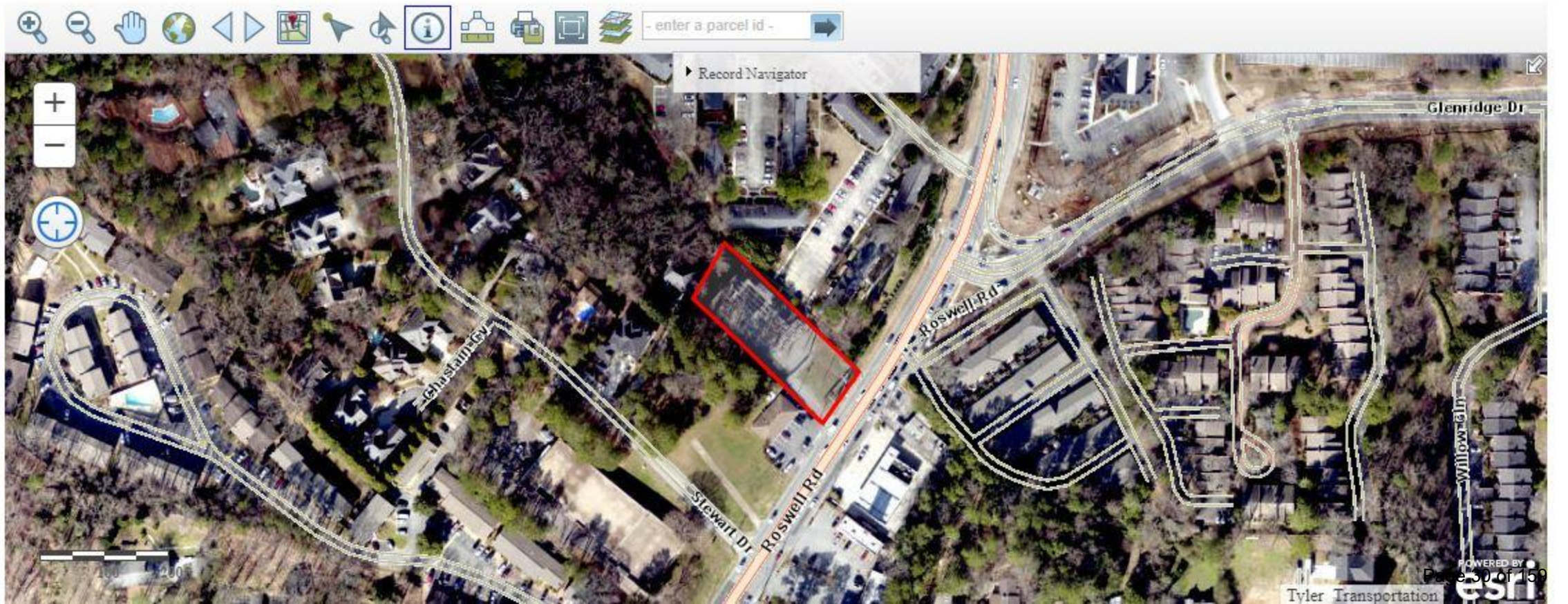
PNT	OFFSET/	STATION/	ALIGNMENT
4955	46.19 L	151+07.74	ROSWELL ROAD
DE10134	70.00 L	151+09.74	ROSWELL ROAD
DE10188	70.00 L	151+42.00	ROSWELL ROAD
DE10197	47.80 L	151+42.00	ROSWELL ROAD
4955	46.19 L	151+07.74	ROSWELL ROAD

18

CARRIAGE GATE HOMEOWNERS ASSOC INC

TESMT - PARCEL 18/SV29 REQ'D TEMP. EASM'T. DE1018

PNT	OFFSET/	STATION/	ALIGNMENT
DE10135	56.63 L	162+11.00	ROSWELL ROAD
DE10136	67.00 L	162+15.00	ROSWELL ROAD
DE10137	73.00 L	162+85.00	ROSWELL ROAD
DE10163	72.50 L	162+97.00	ROSWELL ROAD
DE10140	56.72 L	163+14.50	ROSWELL ROAD
402	56.69 L	162+85.00	ROSWELL ROAD
DE10135	56.63 L	162+11.00	ROSWELL ROAD
REQD EASMT AREA = 1284.99 SF			



PARID: 17 009200030232
GEORGIA POWER COMPANY

0 ROSWELL RD NE

Parcel

Parcel ID:	17 009200030232
Property Location:	0 ROSWELL RD
Unit:	
City:	SANDY SPRINGS
Neighborhood:	1716
Improvement Strata:	VA
Property Class:	U3
Land Use Code:	799-Other Utility NEC
Living Units:	0
Acres:	
Zoning:	R2-
Location	6
Fronting:	9 - 9
Parking Type:	1-OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

Tax District	59
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Owners

Owners:	GEORGIA POWER COMPANY TAX DEPT BIN 10120
---------	---

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
GEORGIA POWER COMPANY		
TAX DEPT BIN 10120		
241 RALPH MCGILL BLVD NE		
ATLANTA GA 30308-3374		



▼ Record Navigator

1 of 1

Actions

 Buffer Search

Reports

Mailing List
Attribute Export
Residential PRC
Commercial PRC
2019 Real Estate Notice
2020 Real Estate Notice
2019 Business PP Notice
2020 Business PP Notice ▼

Go

Links

[Land Use Codes](#)

Parcel

Parcel ID:	17 009200030158
Property Location:	5380 ROSWELL RD
Unit:	
City:	SANDY SPRINGS
Neighborhood:	C202
Improvement Strata:	VA
Property Class:	U3
Land Use Code:	701-Railroad
Living Units:	0
Acres:	
Zoning:	C1C-
Location	4
Fronting:	2 - 2
Parking Type:	1-OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

Tax District	59
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Owners

Owners:	GEORGIA POWER COMPANY TAX DEPT BIN 10120
---------	---

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
GEORGIA POWER COMPANY		
TAX DEPT BIN 10120		
241 RALPH MCGILL BLVD NE		
ATLANTA GA 30308-3374		

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE PATH EASEMENT AGREEMENT
WITH GEORGIA POWER COMPANY FOR THE CDBG/T-0033-7 ROSWELL ROAD
STREETSCAPE PROJECT (STEWART DRIVE TO NORTHWOOD DRIVE) PHASE 2**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines addressing 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,

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has received an Agreement from Georgia Power Company to acquire permanent and temporary easement for the construction of the CDBG/T-0033-7 Roswell Road Streetscape (Stewart Drive – Northwood Drive) Phase 2;

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

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

That the City Manager execute the Path Easement Agreement with Georgia Power Company for acquisition of temporary and permanent easement for the construction of the CDBG/T-0033-7 Roswell Road Streetscape Project Phase 2.

APPROVED AND ADOPTED on this the 16th day of March, 2021.

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: January 22, 2021 Submission for the March 16, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Release of Claims of 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 a Release of Claims for the Telford Community Association, AKA Telford HOA, in order for the HOA to replace the impacted improvements on that tract of land lying and located in Land Lot 15 of the 17th District, Fulton County, Georgia. The Telford HOA President Edward P. Hoppe and HOA Treasurer Allan M. Daniels are authorized to approve the Release of Claims on behalf of the HOA and both reside in the Telford subdivision, Sandy Springs, Georgia.

Background:

The Telford Community Association Inc. maintains a 40' landscape easement located at the front of the subdivision as shown on the attached subdivision plat. The Telford HOA covenants, Deed Book 18369 Page 129 dated June 8, 1994, vest the Telford Community Association, Inc. with the authority and responsibility to manage landscaping and improvements of community property and / or the landscape easement. The replacement of the landscaping and improvements is required in order to construct the Peachtree Dunwoody at Telford Road Improvement Project.

Discussion:

Staff was able to negotiate a reasonable compensation amount of \$105,854.73 for the Cost to Cure of the impacted landscaping and improvements within the 40' landscape easement. The Telford HOA obtained three landscape quotes and agreed to the lowest amount of the three quotes.

Financial Impact:

As stated, the Telford HOA obtained three separate landscaping quotes from three reputable landscape architects / firms. The Telford HOA executed the attached Release of Claims with exhibits depicting the amount of \$105,854.73, the responsibilities of the Telford HOA and the responsibilities of the City. Staff concurs the compensation amount is reasonable and recommends payment to the Telford HOA for the Cost to Cure of the impacted improvements within the 40' landscape easement fronting the roadway on

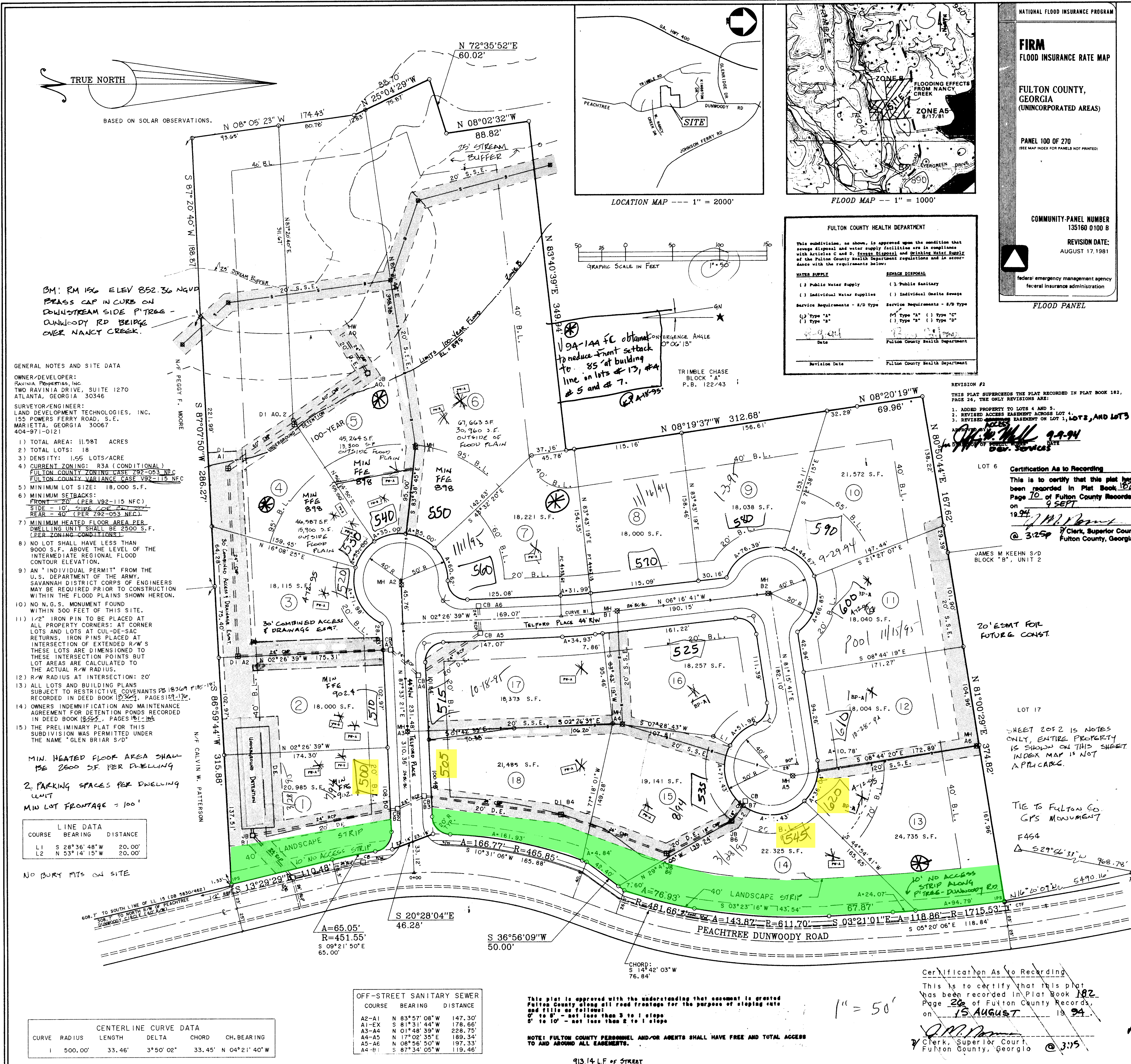
Peachtree Dunwoody Road.

Alternatives:

N/A

Attachments:

1. Telford Subdivision Plat
2. Executed Release of Claims with Exhibits
3. Resolution



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

FULTON COUNTY,
GEORGIA
(UNINCORPORATED AREAS)

PANEL 100 OF 270
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
135160 D100 B

REVISION DATE:
AUGUST 17, 1981

FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL INSURANCE ADMINISTRATION

FLOOD PANEL

SURVEYOR'S CERTIFICATION

- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,603 FEET AND AN ANGULAR ERROR OF 10" PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES.
- THE DATA SHOWN ON THIS PLAT, INDICATING ACTUAL PROPERTY LINES HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 234,263 FEET.
- THE LINEAR AND ANGULAR MEASUREMENTS FOR THIS SURVEY WERE OBTAINED IN THE FIELD WITH A TOPCON GTS-28.
- THE NORTH ARROW SHOWN ON THIS PLAT INDICATES TRUE NORTH AND IS BASED ON SOLAR OBSERVATIONS.
- ALL LINEAR DISTANCES SHOWN ON THIS PLAT ARE HORIZONTAL.
- A PORTION OF THIS PROPERTY LIES WITHIN A 100 YEAR I.R.F. ZONE AS PER FULTON COUNTY F.I.R.M. PANEL 135160 D100B DATED AUGUST 17, 1981.
- IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

LAND DEVELOPMENT TECHNOLOGIES

Jack R. Busby
JACK R. BUSBY, GA. L.S. #1875

GEORGIA
REGISTERED
LAND SURVEYOR
NO. 1875
JACK R. BUSBY

FINAL ENGINEERING CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL ENGINEERING REQUIREMENTS OF THE FULTON COUNTY SUBDIVISION REGULATIONS, THE REQUIREMENTS OF THE ZONING RESOLUTION, AND ALL OTHER APPLICABLE RULES AND REGULATIONS OF FULTON COUNTY HAVE BEEN FULLY COMPLIED WITH.

BY: *Michael S. Wright*
REGISTERED CIVIL ENGINEER #13890

DATE: *June 17, 1994*

AND: *Jack R. Busby*
REGISTERED GA. LAND SURVEYOR #1875

DATE: *June 17, 1994*

CERTIFICATION AS TO RECORDING
This is to certify that this plat has been recorded in Plat Book 182, Page 24 of Fulton County Records, on 9 SEPT 1994.
@ 3:25P Clerk, Superior Court Fulton County, Georgia

DRAINAGE
THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST SPECIFICALLY RELEASE FULTON COUNTY FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS, OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION FOR THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING AND THE LIKE NECESSARY TO REMEDY A CONDITION, WHICH IN THE JUDGEMENT OF SAID DIRECTOR IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY, OR THE PUBLIC ROAD OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR THE COMMON GOOD, SHALL NOT BE CONSTRUED AS CONSTITUTING A CONTINUING MAINTENANCE OBLIGATION ON THE PART OF FULTON COUNTY NOR AN ABROGATION OF FULTON COUNTY'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER OF THE PROPERTY OF THE LANDS THAT GENERATED THE CONDITIONS.

OWNER'S ACKNOWLEDGEMENT
(STATE OF GEORGIA)
(COUNTY OF FULTON)
THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, DEDICATES TO FULTON COUNTY THE COMPLETE OWNERSHIP OF AND USE OF ALL WATER AND SEWER IMPROVEMENTS CONSTRUCTED IN ACCORDANCE WITH THIS PLAT, AND DEDICATES TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:
PUBLIC STREETS.....1.192 ACRES
PUBLIC DRAINS.....INCLUDED IN PUBLIC ESMTS.
PUBLIC PARK/OPEN SPACES.....NONE
PUBLIC EASEMENTS.....1.383 ACRES

RAVINIA PROPERTIES, INC. SUBDIVIDER/OWNER
R. Stuart McKen
SIGNATURE OF OWNER/SUBD. OF RECORD 8-9-94 DATE

FINAL PLAT/APPROVAL
THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF FULTON COUNTY, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE FULTON COUNTY ZONING RESOLUTION, CONDITIONS OF ZONING, AND THE 1982 FULTON COUNTY SUBDIVISION REGULATIONS AS AMENDED.
John H. Hill
CLERK, SUPERIOR COURT
FULTON COUNTY, GEORGIA @ 3:15P 8-15-94 DATE

LAND DEVELOPMENT
TECHNOLOGIES, INC.

155 POWERS FERRY ROAD, S.E.
MARIETTA, GEORGIA 30067
TEL: 404-971-0121 FAX: 404-971-0773

THIS DRAWING IS THE
PROPERTY OF THE
ENGINEER AND MAY
NOT BE REPRODUCED
OR USED WITHOUT THE
WRITTEN PERMISSION
OF LAND DEVELOPMENT
TECHNOLOGIES, INC.

NO. DATE REVISIONS
1 8-9-94 CHANGE COMMENTS
2 9-28-94 SEE SUBORDINATE NOTES

FINAL SUBDIVISION PLAT OF
TELFORD S/D
(PRELIMINARY PLATTED AS GLEN BRIAR S/D)
LOCATED IN LAND LOT 15
DISTRICT 15
FULTON COUNTY, GEORGIA

DATE 8-17-94
DRAWN BY JP/JHP
JOB NO. J83021.06

*No lot shall have less than 9000 sq. ft. above the level of the Intermediate Regional Flood Contour Elevation (B.F.E.).
(the above area shall not be less than 50% of the minimum lot areas, as established by the applicable Zoning District Regulations)

*The Base Flood Elevations (I.R.F.) shown hereon are based on the Flood Elevation Study by W.L. JORDEN & Co. INC. 3-7-93

*No driveways that cross or encroach into the flood hazard areas shown hereon unless such proposed construction is in conformance with the requirements of the Fulton County Zoning Resolution, Article XX, Section 9. No building permit shall be issued without the approval of the Fulton County Public Works Department.

A Professional Engineer or a Licensed Land Surveyor, registered in the State of Georgia, shall provide a lowest floor elevation certificate to the Director of Inspections and Permits Department. (Only required along a Special Flood Hazard Area, Flood Zone A, B, A1-30)

The 100-year Intermediate Regional Flood (I.R.F.) Contour shown hereon has been located in the field using land surveying techniques.

The Lowest Floor Elevation (L.F.E.), Minimum Floor Elevation (M.F.E.) and Finished Floor Elevations (F.F.E.) shown hereon includes a basement and/or attached garage.

The Flood Plain Indemnification Agreement for this project dated 8-9-94, is recorded in Deed Book 18865, Page 140, Fulton County Records.

FLOOD HAZARD

The Intermediate Regional Flood (I.R.F.) areas shown hereon were determined by the professional engineer whose stamp and signature are affixed hereto. Fulton County does not, by approving this plat, warrant their accuracy, nor imply that land outside the areas of flood hazard shown, will be free from flooding or flood damage. Further, Fulton County does not, by approving this plat nor accepting the public improvements therein, assume maintenance of the flood carrying capacity of the flood areas or watercourses.

Maintenance shall remain the responsibility of the owner/s of the land upon which they exist. The owner of a lot or parcel, that contains a flood hazard area, is required to submit a site plan to Fulton County, prior to the initiation of any improvements to the lot or parcel.

The site plan shall include the location and elevation of the I.R.F. within the lot or parcel and the existing and proposed improvements. Approval of the site plan by Fulton County, is required prior to the issuance of a building permit.

The engineer assumes no responsibility for stream maintenance. The Intermediate Regional Flood levels that appear on this plat are predicated on the culverts, hydraulic controls and stream remaining clear of obstruction.

*The Flood Zone(s) (B) (A) (A1-30) shown hereon is (are) based on the Fulton County Community Panel(s) (F.I.R.M.) Number(s) 135160 100 B.

CERTIFICATE

*This is to certify that the volume and the structure of the detention pond, as shown on the final plat for TELFORD S/D LL 15, 17 DIST is in compliance with the approved hydrology study and construction plan.

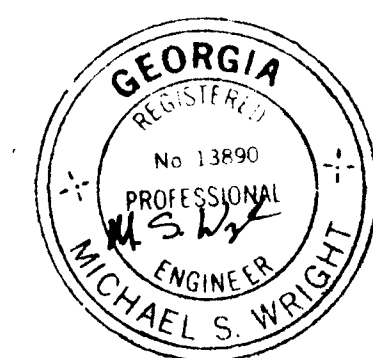
Michael S. Wright 8/5/94
date
Registered Georgia Professional Engineer, No. 13890

*Fulton County personnel and/or agents shall have free and total access to and across all easements.

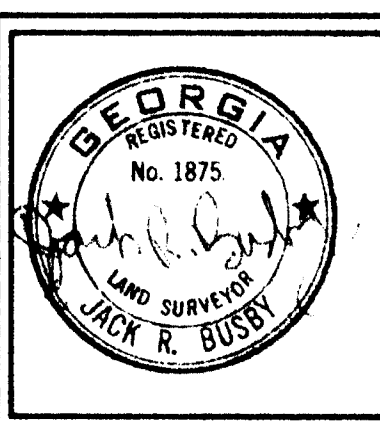
Certification As to Recording
This is to certify that this plat has been recorded in Plat Book 182, Page 27 of Fulton County Records, on 15 AUGUST 1994
@ 3:15 [Signature]
Clerk, Superior Court
Fulton County, Georgia

Certification As to Recording
This is to certify that this plat has been recorded in Plat Book 182, Page 27 of Fulton County Records, on 9 SEPT 1994
@ 3:25p [Signature]
Clerk, Superior Court
Fulton County, Georgia

REVISION #2
THIS PLAT SUPERCEDES THE PLAT RECORDED IN PLAT BOOK 182, PAGE 27. THE ONLY REVISIONS ARE:
1. NO REVISIONS ON THIS SHEET, ALL REVISIONS ON SHEET 1 OF 2.



LAND DEVELOPMENT
TECHNOLOGIES, INC.
155 POWERS FERRY ROAD, S.E.
MARIETTA, GEORGIA 30067
TEL: 404-971-0121 FAX: 404-971-0773



THIS DRAWING IS THE
PROPERTY OF THE
ENGINEER AND MAY
NOT BE REPRODUCED
OR USED WITHOUT THE
WRITTEN PERMISSION
OF LAND DEVELOPMENT
TECHNOLOGIES, INC.

NO.	DATE	REVISIONS
1	8-9-94	County Comments
2	9-28-94	SEE SUPERCEDE NOTE

FINAL SUBDIVISION PLAT OF
TELFORD S/D
(PRELIMINARY PLATTED AS GLEN BRIAR S/D)
LOCATED IN LAND LOT 15
DISTRICT 17
FULTON COUNTY, GEORGIA

SHEET	DATE	DRAWN BY	JP/HP	JOB NO.	J93021.06
2	6-17-94				
OF					
2					

After recording return to:
City Attorney
Sandy Springs City Hall
1 Galambos Way
Sandy Springs, GA 30328

Cross reference:
Deed BK 18369, PG 129

**SETTLEMENT, RELEASE OF CLAIMS,
AND INDEMNITY AGREEMENT**
(READ CAREFULLY BEFORE SIGNING)

THIS SETTLEMENT, RELEASE OF CLAIMS, AND INDEMNITY AGREEMENT (the "Release"), is made and entered into as of the 20 day of FEBRUARY, 2021, by and between the TELFORD COMMUNITY ASSOCIATION, INC., a Georgia corporation (hereinafter referred to as the "GRANTOR"), and THE CITY OF SANDY SPRINGS, GEORGIA, a Georgia municipal corporation (hereinafter referred to as the "CITY").

WHEREAS: The CITY has initiated the design and construction of a project known as T-0064 Peachtree Dunwoody Road @ Telford Place which will require the removal and replacement of existing landscaping upon certain portions of the community known as Telford Place (the "Community") and being more particularly shown on Exhibit "A" attached hereto and made a part hereof by reference (the removal and replacement of the landscaping hereinafter referred to as the "Project"); and

WHEREAS: the Declaration of Protective Covenants and Easements for Telford recorded in Deed Book 18369, Page 129 Fulton County, Georgia Real Estate Records on June 8, 1994, as amended, (the "Covenants") vests GRANTOR with the authority and responsibility to manage the certain concerns of the Community; and,

WHEREAS: the Covenants provide in part that GRANTOR shall maintain and keep in good repair the Common Property [t]his maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property [t]he Association shall also maintain: (a) all entry features for the Community; (b) Community landscaping originally installed by the declarant, whether or not such landscaping is on a lot, privately owned property or public right-of-way¹; and,

WHEREAS: the Covenants further provide that GRANTOR is granted a perpetual easement across the exterior portions of all lots for the maintenance required above².

NOW, THEREFORE, for and in consideration of the sum set out below and other good and valuable consideration in hand paid and hereby acknowledged, GRANTOR and CITY hereby agree as follows:

1. GRANTOR, for itself and its past, present, and future agents, representatives, successors, and assigns, hereby forever releases, discharges, and acquits the CITY, along with their past, present and future employees, officers, representatives, successors, and assigns, from all claims, suits, costs, debts, demands, actions, and causes of action, whether known or unknown, that GRANTOR has or might have in the future against the CITY for all injuries and damages of whatsoever kind and nature arising either directly or indirectly out of the Project.

¹ Covenants Article 5, Sec. 5.01

² Covenants Article 11, Sec. 11.04

2. Upon receipt of the executed Release and other documents as needed from GRANTOR (i.e. W-9 and the like) and acceptance by the Mayor and City Council of the CITY, the CITY will pay ONE HUNDRED FIVE THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 73/100 DOLLARS (\$105,854.73) by a check made payable to "Telford Community Association, Inc" to its address on file with the Georgia Secretary of State.

3. As an inducement for the CITY to enter into this Release, GRANTOR hereby covenants, represents, and warrants that:

- a. GRANTOR has the legal capacity, power, and authority to enter into and execute this Release;
- b. GRANTOR will be responsible for satisfying or resolving any and all liens, claims for reimbursement, claims for subrogation, or other claims asserted by insurers or payors, attorneys, or any other individual or entity claiming that they are entitled to a recovery from GRANTOR for services performed to or on behalf of GRANTOR in connection with the Project;
- c. GRANTOR shall be and is solely responsible for payment of all of its attorney fees, expenses, and taxes (including but not limited to penalties and interest) of any nature whatsoever relating to the Project and to this settlement, compromise, and Release;
- d. Before executing this Release, GRANTOR has been provided an opportunity to discuss its contents with its attorneys and is fully informed of its contents.

4. It is understood and agreed that for the consideration set out above, GRANTOR stipulates and agrees to defend, indemnify, and forever hold harmless the CITY against any claims, action or causes of action, damages, or demands (including attorneys' fees and litigation costs) which may hereafter be brought or instituted against the CITY by any Community Occupant, Person, or Owner because of, or in any manner arising from, or connected directly or indirectly with the Project.

5. This Release contains the entire agreement and understanding of the Parties with respect to the settlement of those claims and potential claims provided for herein, supersedes all prior agreements and understandings relating to the subject matter of this RELEASE, and is binding upon the Parties and their agents, representatives, successors, assigns, and heirs.

6. If any provision, or part of this Release is deemed invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void provision, or part shall be severed from the remainder of this Release.

7. This Release may not be modified, in whole or in part, except by written agreement signed by all of the Parties.

8. This Release shall be construed and interpreted in accordance with the laws of the State of Georgia.

[signatures on the following pages]

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

GRANTOR

TELFORD COMMUNITY ASSOCIATION, INC:

By: Edward F. Hoppe

Name: EDWARD F. HOPPE

Title: PRESIDENT

By: Alan M. Daniels

Name: ALAN M. DANIELS

Title: TREASURER

Signed, sealed and delivered in the presence of:

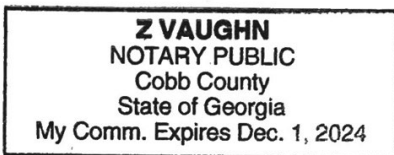
[Signature]
Notary Public

My commission expires: Dec. 1, 2024

[notary seal]

[Signature]
Unofficial Witness

Name: Brennan Torgeson



CITY OF SANDY SPRINGS, GEORGIA:

By: _____

Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

Notary Public

My commission expires: _____

[notary seal]

Unofficial Witness

Name: _____

Exhibit A

SCOPE OF SERVICES

Provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified to install landscaping, plumbing, lighting and associated improvements according to attached task and materials lists and site plans.

Task List:

1. New Temporary Black Mesh Screen
2. Erosion Control Inlet Protection
3. Fine Grade Impacted Landscape Areas
4. Modify Impacted Irrigation System
5. Relocate Landscape Lighting
6. Underground Wiring
7. New Replacement SOD Grass
8. New Replacement Landscaping

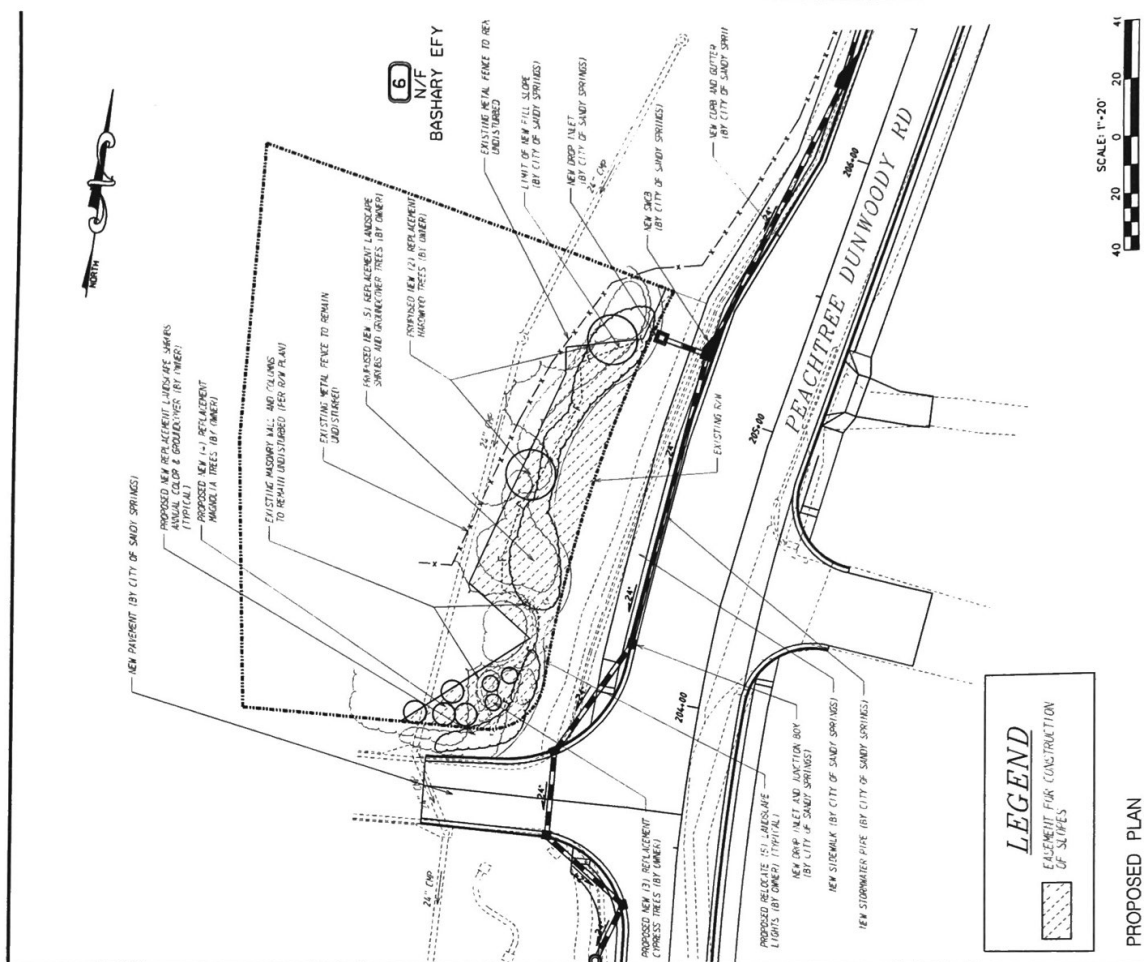
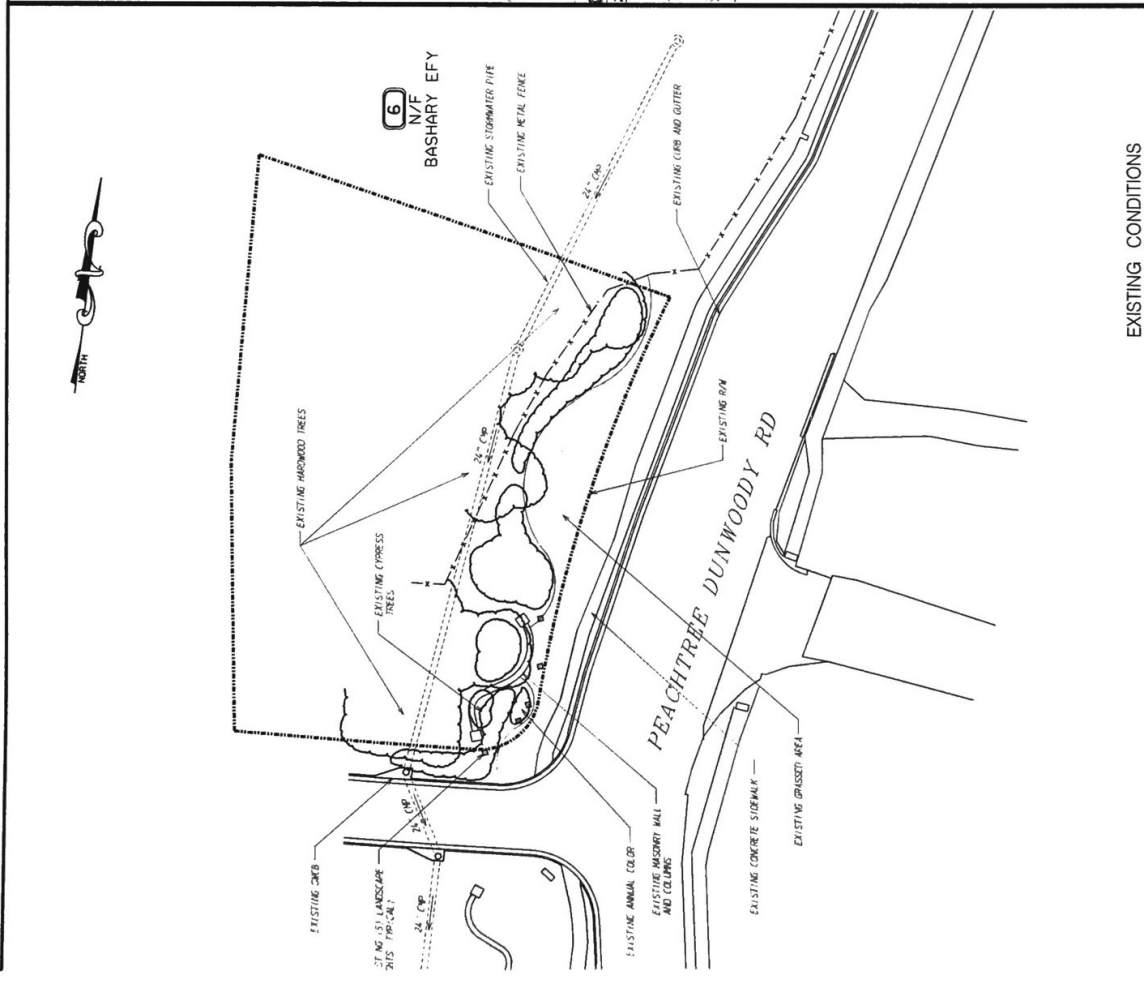
TELFORD PLACE (Parcel 3, 4, 7, 9)			
Item Number	Plant Material	QTY.	Size
1	HARDWOOD TREES	2	4-4½" CALIPER
2	CYPRESS TREES	6	6' HT
3	TREE FORM HOLLY	3	6' HT.
4	ANISE	3	7 GAL.
5	AZALEAS	11	7 GAL.
6	DWARF BURFORD HOLLY	20	7 GAL.
7	DWARF NANDINA	13	3 GAL.
8	DWARF SPIREA	3	3 GAL.
9	JAPANESE HOLLY	12	7 GAL.
10	ORNAMENTAL GRASS	3	3 GAL.
11	RAPHIOLEPSIS	1	7 GAL.
12	ROSES	17	7 GAL.
13	CYPRESS SHRUBS	6	7 GAL.
14	JUNIPER GROUNDCOVER	40	3 GAL.
15	EVERGREEN GROUNDCOVER	425	GAL
16	ANNUAL COLOR	60	POTS S.F.
17	EVERGREEN CRYPTOMERIA	31	5-6' HT

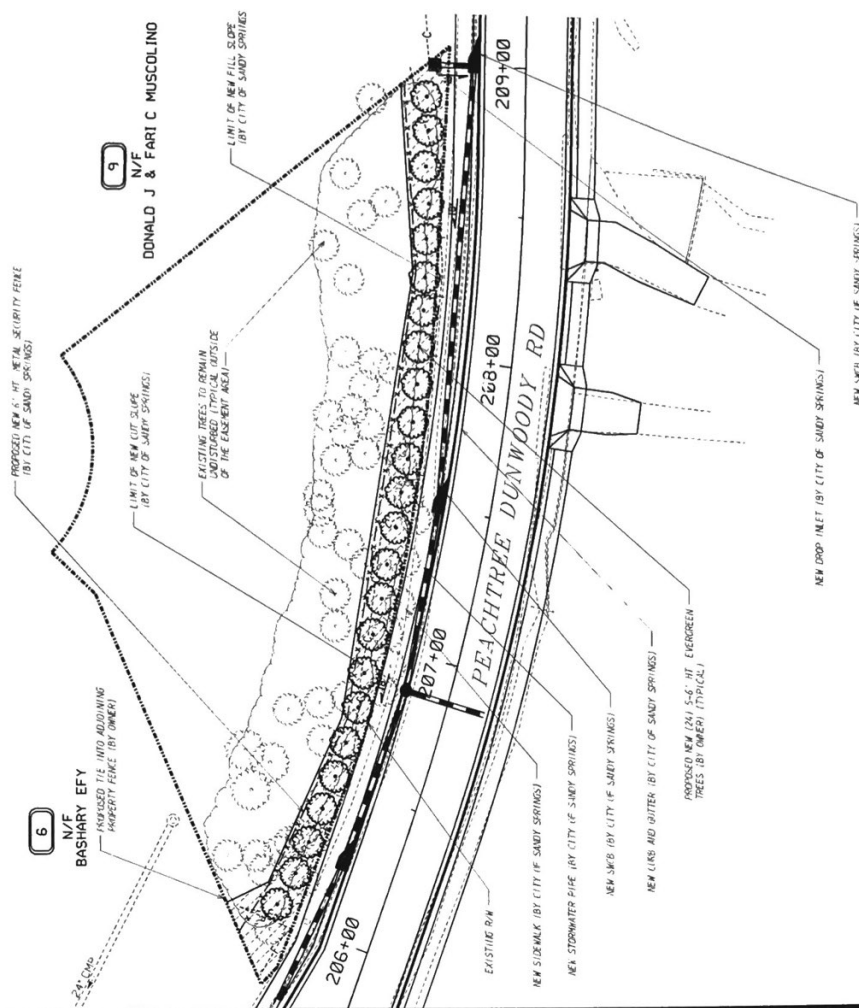
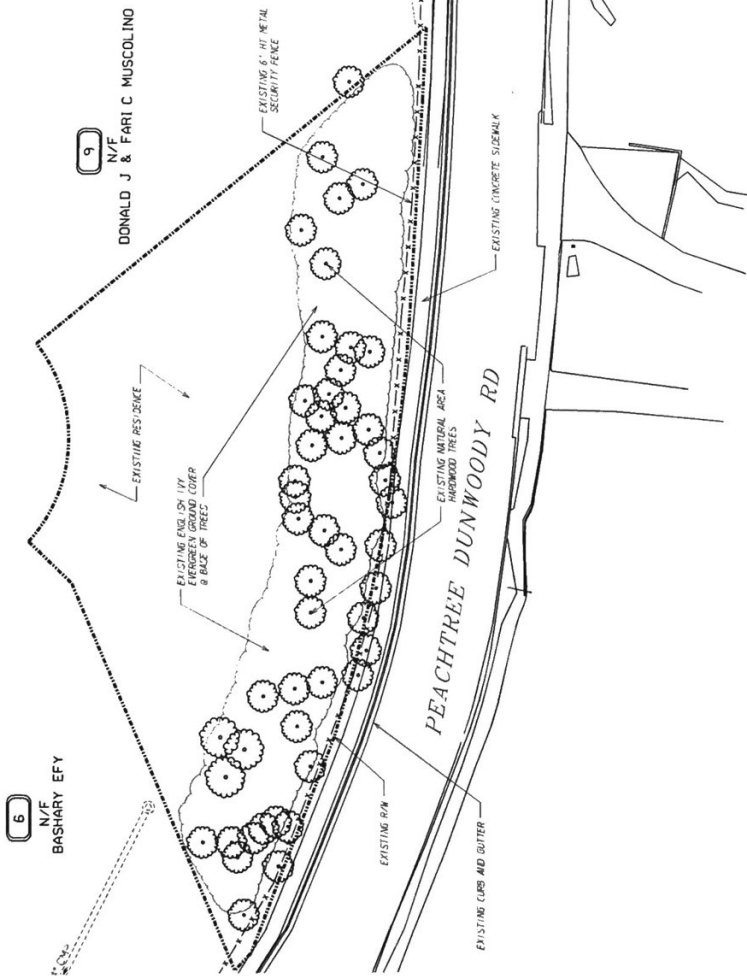
Parcel 3			
Item Number	Plant Material	QTY.	Size
1	CYPRESS TREES	3	6' HT.
2	AZALEAS	6	7 GAL
3	JAPANESE HOLLY	6	7 GAL
4	ROSES	12	7 GAL
5	CYPRESS SHRUBS	3	7 GAL
6	EVERGREEN GROUNDCOVER	425	GAL
7	JUNIPER GROUNDCOVER	14	3GAL
8	ANNUAL COLOR	30 S.F.	POTS S.F.

Parcel 4			
Item Number	Plant Material	QTY.	Size
1	CYPRESS TREES	3	6' HT
2	TREE FORM HOLLY	3	6' HT.
3	ANISE	3	7 GAL.
4	AZALEAS	5	5 GAL.
5	DWARF BURFORD HOLLY	20	7 GAL.
6	DWARF NANDINA	13	3 GAL.
7	DWARF SPIREA	3	3 GAL.
8	JAPANESE HOLLY	6	7 GAL.
9	ORNAMENT AL GRASS	3	3 GAL.
10	RAPHIOLEPSIS	1	7 GAL.
11	ROSES	5	7 GAL.
12	CYPRESS SHRUBS	3	7 GAL.
13	JUNIPER GROUNDCOVER	26	3 GAL.
14	ANNUAL COLOR	30S.F	POTS S.F.

Parcel 7			
Item Number	Plant Material	QTY.	Size
1	EVERGREEN CRYPTOMERIA	24	5-6' HT

Parcel 9			
Item Number	Plant Material	QTY.	Size
1	EVERGREEN CRYPTOMERIA	7	5-6' HT

[illegible]



EXISTING CONDITIONS

[illegible]

PROPOSED PLAN

LEGEND

EASEMENT FOR CONSTRUCTION OF SLOPES

PLANNING DESIGN GROUP INC.
ENGINEERING ■ PLANNING ■ ENVIRONMENTAL DESIGN
4325 First Ave. ■ Box #2225 ■ Tucker, Georgia 30085
Phone (404) 325-8300
planningdesign@aol.com

CITY OF SANDY SPRINGS DEPARTMENT
OF TRANSPORTATION
PROJECT NO.: T0064
LAND LOT.: LAND DISTRICT:
PARCEL NO.: 7 COUNTY: FULTON

DRAWING NO.	CHECKED BY	DATE
ONE OF ONE	SG	01-21-20



11

N/F
JONATHAN & MICHELLE
LERNER

7

N/F
WENDELL &
RACHELLE WILSON

EXISTING 6 HT METAL
SECURITY FENCE

EXISTING NATURAL AREA
HARDWOOD TREES

1

NO

PEACHTREE DUNWOODY RD

EXISTING R/W -

EXISTING CIGAR AND CIGARETTE

EXISTING CONDITIONS

Page																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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PLANNING DESIGN GROUP INC.

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Phone (404) 329-8300

www.journalofappliedgerontology.com

CITY OF SANDY SPRINGS DEPARTMENT
OF TRANSPORTATION
PROJECT NO.: T0084
LAND LOT.: LAND DISTRICT:
PARCEL NO.: 9 COUNTY: FULTON

Journal of Management Education

10/10/2010 10:10:10 AM

1105	61
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Description of Methods

40	40
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LEGEND

SEMENT FOR CONSTRUCTION SLOPES

SCALE: 1"=20'

PROJECT NAME	MARKET WITH DATA

PROJECT NAME

IMPACT STUDY FOR

BEACHLINE DISASTERS AND AT

TELEFON PLANE

PARCEL NO 9

NAME	DATE	RECEIPT	AMOUNT	REMARKS
...	...	...	...	...

DATE:	OFF	BY:	ONE OF
STATE:			

DATE	01-21-20	PLANT	210200	UNIT	
------	----------	-------	--------	------	--

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A RELEASE OF CLAIMS 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 Release of Claims by the City of Sandy Springs for property interests located at 500 Telford Place, 505 Telford Place, 545 Telford Place and 620 Telford Place maintained by the Telford Community Association, Inc. 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 Release of Claims on property located in Land Lot 15 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 16th day of March, 2021.

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: March 1, 2021 Submission for the March 16, 2021 Meeting

ITEM: ABL_73261 - Approval of Alcoholic Beverage License Application for LHP HH1, LLC DBA Hyatt House Atlanta Perimeter Center, Located at 5785 Peachtree Dunwoody Road Sandy Springs GA 30342. Applicant is Kevin Brian Richards for Consumption of Wine, Malt Beverages and Distilled Spirits.

Recommendation:

Approve the application for Consumption & Retail/Package of Wine, Malt Beverages and Distilled Spirits for LHP HH1, LLC DBA Hyatt House Atlanta Perimeter Center located at 5785 Peachtree Dunwoody Road Sandy Springs GA 30342.

Background:

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

Discussion:

This is a new application for Consumption & Retail/Package of Wine, Malt Beverages and Distilled Spirits. Business is located on the intersection of Peachtree Dunwoody Rd and Lake Hearn Drive NE.

Staff has reviewed this application and recommends approval.

Financial Impact:

\$7,300.00

Alternatives:

None

Attachments:

1. final hearing letter- HYATT
2. Public Hearing Letter - HYATT



To: Andrea Surratt, City Manager

From: Toni Jo Howard, Finance Director

Date: March 1, 2021 for Submission onto the March 16, 2021 City Council Meeting

Agenda Item: 73261 - Approval of Alcoholic Beverage License Application for LHP HH1, LLC DBA Hyatt House Atlanta Perimeter Center located at 5785 Peachtree Dunwoody Road Sandy Springs GA 30342. Applicant is Kevin Brian Richards for Consumption of Wine, Malt Beverages and Distilled Spirits.

CMO (City Manager's Office) Recommendation:

Approve the application for Consumption & Retail/Package of Wine, Malt Beverages and Distilled Spirits for LHP HH1, LLC DBA Hyatt House Atlanta Perimeter Center located at 5785 Peachtree Dunwoody Road Sandy Springs GA 30342.

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Discussion:

This is a new application for Consumption & Retail/Package of Wine, Malt Beverages and Distilled Spirits. Business is located on the intersection of Peachtree Dunwoody Rd and Lake Hearn Drive NE.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$7,300.00

Concurrent Review:

Celeste Ruelas, Revenue Lead



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
21-72595**

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

DATE & TIME: March 16, 2021
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption & Retail/Package of
Wine, Malt Beverage & Distilled Spirits.

APPLICANT: LHP HH1, LLC
DBA Hyatt House Atlanta Perimeter Center
5785 Peachtree Dunwoody Rd
Sandy Springs, GA 30342



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: December 15, 2020 Submission for the March 16, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve an Intergovernmental Agreement with the Fulton County Board of Education for Shared Use of the Passive Park at Spalding Drive Elementary School and to Authorize the City Manager to Execute the Agreement

Recommendation:

Staff recommends approval of an Intergovernmental Agreement (“IGA”) with the Fulton County Board of Education (“BOE”) to allow community use of the Spalding Drive Elementary School passive park along Spalding Drive.

Background:

The most recent IGA with the BOE and Spalding Drive Elementary School expired on April 30, 2020. The previous IGA served both bodies by providing the school with needed assistance with park care and maintenance while providing the City with a 0.6 acre passive park for community use. The Recreation and Parks Department also utilizes Spalding Drive Elementary for many of the City’s athletic programs throughout the year.

Discussion:

The proposed IGA would require the City to continue providing the regular maintenance of the passive park for student enjoyment during school hours and public usage during non-school hours, weekends and holidays. City staff will perform regular trash pickup, pet waste bag collection and general park maintenance as required. The new IGA will have a ten (10) year term to provide a longer contractual period of use.

Financial Impact:

The City will spend approximately \$1,500 annually for trash collection and minimal mowing of the site.

Alternatives:

Council could opt not to enter into the IGA at this time or provide further direction to staff.

Attachments:

1. Intergovernmental Agreement
2. Resolution

SPALDING DRIVE ELEMENTARY SCHOOL

INTERGOVERNMENTAL AGREEMENT FOR THE USE AND LEASE OF FACILITIES

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and effective this ____ day of _____, 2021, by and between the **FULTON COUNTY SCHOOL DISTRICT**, a political subdivision of the State of Georgia, acting by and through its authorized official signing below (hereinafter referred to as “**FCS**”) and the **CITY OF SANDY SPRINGS, GEORGIA**, a municipality organized under the laws of the State of Georgia, acting by and through its authorized official signing below (hereinafter referred to as “**City**”).

WITNESSETH:

WHEREAS, the Fulton County School Board owns a certain land located at 130 West Spalding Drive, Sandy Springs, Georgia 30328 (the “**School Property**”) on which FCS operates a school known as the Spalding Drive Elementary School (the “**School**”); and

WHEREAS, City desires to maintain the School passive park area located on the School Property in exchange for certain public use rights; and

WHEREAS, the Fulton County School Board has authorized FCS to enter into this Agreement and pursuant to the Georgia Constitution, Article 9, § 3, ¶ 1, both the City and FCS are authorized to enter into an Intergovernmental Agreement for the joint use of facilities for recreation; and

NOW, THEREFORE, for and in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, FCS and City mutually covenant and agree as follows:

- 1. Agreement for Use.** During the Term of this Agreement, FCS does hereby agree to allow City to enter and use that certain School passive park area of the School Property designated by FCS, as depicted on **Exhibit “A”** attached hereto (collectively the “**Passive Park**”), along with the non-exclusive use of the common areas necessary for or associated with the use of the Passive Park (e.g., parking lot, sidewalks) for community passive uses on and subject to the terms and conditions contained herein.

Notwithstanding any other provision of this Agreement, if FCS and/or the principal of the School (the “Principal”) shall from time to time desire to use the Passive Park or any part thereof during any period provided for City’s use in Paragraph 2 hereof in connection with the conduct of any curricular or extracurricular activities of the School or of any Fulton County school at the School

Property, then upon not less than thirty (30) days' written notice to City, City's rights of use shall be suspended during the period or periods specified in such notice to City.

Additionally, City acknowledges and agrees that FCS shall have first priority for the use of the Passive Park superseding any scheduled or non-scheduled activity or event of City under this Agreement if and as needed as a result of or due to any emergency, evacuation and/or any other unexpected event, activity and/or occurrence.

- 2. Term; Hours of Use.** The term of this Agreement shall be ten (10) years, beginning on _____, 2021 and ending at 11:59 p.m. on the date that is ten (10) years thereafter (the "**Term**"), unless sooner terminated under the terms of this Agreement. During the Term of this Agreement, City shall be permitted use of the Passive Park, but only on the days and hours set out on Exhibit "B" attached hereto and incorporated herein by reference.

FCS expressly retains the right to use the Passive Park for School activities during all other hours. In the event that City's scheduled activities do not occupy all of the hours during which City is permitted the use of the Passive Park as aforesaid, FCS shall, after consultation with City, have the exclusive use of the Passive Park during the unoccupied hours. FCS shall in all events have the use of the remainder of the School Property.

- 3. Consideration.** City shall, at City's sole expense: (a) maintain the Passive Park and (b) provide the services set out in Section 5 hereinbelow. The services and maintenance of the Passive Park are the consideration for the City's use of the Passive Park. As such, no additional monetary rent shall be payable by City for the use of the Passive Park. City covenants and agrees that it shall timely undertake the maintenance and provide the services described in this Agreement within the time frames set forth herein.

- 4. Utilities.** Intentionally Deleted.

5. Maintenance and Services.

- a. Improvements. City shall have no right to construct improvements at the Passive Park without the Fulton County School Board's consent, which consent may be withheld in the Board's sole discretion.
- b. Maintenance - Passive Park. Throughout the Term, City shall maintain the Passive Park in good condition and repair at City's sole cost and expense. City park staff will visit and inspect the Passive Park on at least a weekly basis for general maintenance needs. Unless otherwise expressly stated herein, the required maintenance shall not include any areas of the School Property other than the Passive Park.
- c. Maintenance and Repair – Irrigation Systems. Intentionally Deleted.
- d. Trash Removal. City shall provide regular, routine and consistent trash removal services for the Passive Park on at least a weekly basis to ensure the Passive Park is reasonably clean and nuisance free. City's service shall include, without limitation, the collection of litter and debris from the Passive Park, the placement of City trash receptacles and

recycling bin on the Passive Park and the removal of the contents of City's trash receptacles and recycling bins. City has the obligation to furnish its own trash receptacles and recycling bins for use on the Passive Park.

- e. Good Condition and Repair. City shall keep the Passive Park in good condition and repair and shall use reasonable care to prevent damage to the Passive Park, throughout the Term.
- f. Plans and Specifications. Intentionally Deleted.

6. Self-Reporting Requirement. City shall, on each anniversary of the Effective Date during the Term, provide an annual report to FCS, in writing, summarizing the following for the twelve (12) months immediately preceding such anniversary:

- a. Records of City's repairs and maintenance of the Passive Park.
- b. Current Certificate(s) of Insurance evidencing compliance with the insurance requirements of this Agreement.

7. Inspections; Condition of Property upon Termination.

- a. FCS and its agents or employees may perform periodic inspections of the condition of the Passive Park. FCS shall notify City of any problems determined (and origin thereof, if identifiable) and City shall make the appropriate repairs and/or corrections to the condition within thirty (30) days of FCS' notice.
- b. At the expiration or earlier termination of this Agreement, City shall leave the Passive Park in as good condition and repair as existed at the beginning of the Term, reasonable wear and tear excepted.

8. Use Restrictions; Covenants. City's use of the Passive Park shall be subject to the following restrictions and covenants:

- a. City acknowledges FCS is providing the Passive Park to City for use "AS-IS" without any representation or warranty whatsoever on the condition of the Passive Park. City will not permit use of the Passive Park by the public or City's invitees unless and until City has inspected the Passive Park and has determined the Passive Park is safe for the use proposed.
- b. All grounds and facility alterations must be submitted to and approved, in advance, in writing by FCS' Facilities Services Department. City may not install, demolish or remove any structures or improvements on the Passive Park without the prior written consent of FCS.
- c. City shall provide the public with clear notice of the limited use hours for the public use of the Passive Park.

- d. City shall be required to lock all exterior gates (where applicable) on completion of each City event or at the end of the City's day of use as applicable.
- e. The City's policing jurisdiction shall apply during City's use hours. The City police shall be the first responders for any and all incidents and calls pertaining to the Passive Park during City's use hours. City shall provide security and responsible adult supervision during use of the Passive Park by City and its invitees commensurate with the security the City provides to other passive parks within the City.
- f. City shall keep all motorized vehicles off all grassed areas in the vicinity of the Passive Park and may park only in areas designated by the Principal; provided, however, that City and its authorized third-party independent contractors may operate motorized vehicles on grassed areas in the vicinity of the Passive Park solely for the purpose of inspections, maintenance and repair to the Passive Park.
- g. City shall not permit the consumption of any alcoholic beverages or use of tobacco products or weapons by its employees, participants, volunteers or invitees on or about the Passive Park, in accordance with applicable State law regulating School Safety Zones (including but not limited to O.C.G.A. § 16-11-127.1), since the Passive Park is deemed and agreed to remain and be school property, regardless of any other description or label.
- h. City shall comply with all applicable laws, ordinances, rules and regulations related to City's use of the Passive Park including without limitation O.C.G.A. §13-10-91, *et al.*
- i. City and its designees shall perform all inspection, maintenance and repair activities expeditiously and in a good, safe and workmanlike manner and in strict accordance with all applicable laws, ordinances, rules and regulations, as well as any procedures reasonably provided by FCS to City, such as hours of work. Such work shall be carried out in such a manner so as to, to the extent reasonably practicable, avoid any disruption to the operations of FCS.
- j. Intentionally Deleted.
- k. City shall not bring or store or allow to be brought or stored on the School Property, any Hazardous Materials (as defined below). City shall be solely responsible for any and all claims, costs, losses, expenses, demands, action, or causes of action, and all liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the School Property arising from the use or handling, storage or other management of Hazardous Materials (as defined below) by City or its employees, agents, contractors, licensees or invitees. As used herein, "**Hazardous Material**" means any toxic or hazardous substance, material or waste, which is regulated or becomes regulated by any federal, state, or local governmental authority. The term "Hazardous Material" includes, without limitation, any substance or material (i) containing petroleum, crude oil or any fraction thereof; (ii) containing polychlorinated biphenyls (PCBs); (iii) containing asbestos; (iv) which is radioactive; (v) which is infectious; (vi) defined as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal

Resource Conservation and Recovery Act, 47 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); or (ix) defined as a “hazardous substance,” “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” or similar term under any other environmental, health or safety law, rule, regulation or policy. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

- I. City shall at all times during the Term comply with Fulton County Board of Education KG Operating Guideline, as amended from time to time; which Operating Guideline is available on the FCS website and upon request by City. In the event of any conflict between the terms of this Agreement and the KG Operating Guideline, the Operating Guideline shall control.

9. Default; Termination/Expiration.

- a. FCS shall have the right to terminate this Agreement immediately for cause, or upon default by City, and may seek damages or equitable relief, or pursue any cause of action available at law or in equity to enforce its rights hereunder, or any combination of the foregoing. City shall be in default for failing to cure, after ten (10) days’ written notice from FCS, the non-performance or breach of any provision of this Agreement, including but not limited to a failure to provide the required services and maintenance as set forth herein.. In the event that FCS terminates the Agreement due to default by the City, FCS shall have the right to recover all reasonable expenses actually incurred in enforcing the terms of the Agreement, including but not limited to reasonable attorneys’ fees and court costs.
- b. Either party shall have the right to terminate this Agreement without cause upon ninety (90) days’ prior written notice to the other party. In the event of the City’s termination without cause, FCS shall have no obligation to compensate or reimburse City, and all fixed and permanent improvements upon the School Property shall remain the property of FCS, free and clear of all liens and encumbrances. In such event, City shall have no obligation to maintain and provide services for FCS at the Passive Park as described in this Agreement.
- c. Upon expiration or termination of the Term, FCS shall have no obligation to compensate or reimburse City, and all fixed and permanent improvements upon the School Property shall remain the property of FCS, free and clear of all liens and encumbrances.
- d. Upon expiration of the Term or termination, City may remove portable improvements placed on the Passive Park by City. A listing of all portable improvements shall be prepared by City and approved by FCS prior to the removal of said improvements. Except in connection with repairs or replacements, City covenants not to destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon the School Property, pursuant to this Agreement or otherwise, without the written consent of FCS. Upon expiration of the Term, or in the event of termination, City’s use and

occupancy rights shall terminate, City shall promptly vacate and cease City's use of the Passive Park; and return all keys to FCS. City shall remain obligated to perform all obligations hereunder through the date of expiration or termination, unless waived in writing by FCS.

10. Indemnity. To the extent allowable by law, City hereby releases and agrees to protect, indemnify, defend, save, and hold harmless FCS and its agents, officers, employees, board members, licensees, representatives, and volunteers (collectively, "**FCS Parties**" and each a "**FCS Party**") from any and all claims, costs, losses, expenses, demands, actions, and causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by any FCS Party, or for which any FCS Party may be liable, which arise from any injury or damage to person (including death) or property and caused by or resulting from the access to, use or occupancy of the Passive Park by City, or its employees, agents, contractors or subcontractors, except those which arise from the gross negligence or willful misconduct of a FCS Party. City hereby expressly acknowledges that the foregoing obligation to indemnify, defend, and hold harmless includes but is not limited to any such claim asserted by a third party coming onto or about the Passive Park and alleging injury as a result of such use of the Passive Park (subject to the exception concerning the gross negligence or willful misconduct of FCS). This Section 10 expressly survives the expiration or earlier termination of this Agreement for a period of one (1) year after such termination. This indemnity provision shall not be deemed to create rights in any third party or constitute a waiver of City's sovereign immunity, which the City expressly reserves.

11. Insurance. The following are the minimum insurance and limits that City or any third party using or performing work on any portion of the School Property on behalf of City, including any contractor or subcontractor (each a "**Third Party**") must maintain throughout the Term. If the City or Third Party maintains higher limits than the minimums shown below, FCS requires and shall be entitled to the coverage and for the higher limits maintained by the City or Third Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to FCS.

City shall maintain at a minimum all of the following:

- a. Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and Damage to Passive Park Rented to You, with limits of not less than \$1 million Each Occurrence / \$2 million General Aggregate or the limits listed on the Declarations page of such insurance policy, whichever is greater.
- b. Automobile Liability Insurance with limits not less than \$1 million Per Accident involving bodily injury (including death) and property damage for all owned, non-owned and hired vehicles.
- c. Umbrella Liability Insurance with limits of liability in excess of Employer's Liability, Commercial General Liability, and Automobile Liability in the amount of not less than \$5 million.

Fulton County Schools shall be named as Additional Insured on the aforementioned policies. The address of the School Property shall be listed on the policy and shown on the face of the certificate of insurance

as the covered Passive Park. City shall also maintain Statutory 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. The policy shall provide a waiver of subrogation in favor of FCS.

Any Third Party using or performing work on any portion of the School Property at the direction of the City shall be required to maintain at a minimum all of the following:

- a. Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and Damage to Passive Park Rented to You, with limits of not less than \$1 million Each Occurrence / \$2 million General Aggregate or the limits listed on the Declarations page of such insurance policy, whichever is greater.
- b. Automobile Liability Insurance with limits not less than \$1 million Per Accident involving bodily injury (including death) and property damage for all owned, non-owned and hired vehicles.
- c. Umbrella Liability Insurance with limits of liability in excess of Employer's Liability, Commercial General Liability, and Automobile Liability in the amount of not less than \$5 million. All umbrella policies will be at least as broad as the underlying insurance.

Both FCS and City shall be named as Additional Insureds on the aforementioned policies. The address of the School Property shall be listed on the policy and shown on the face of the certificate of insurance as the covered Passive Park. Any Third Party shall also maintain Statutory 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. The policy shall provide a waiver of subrogation in favor of FCS.

Prior to entering onto the School Property, City and any Third Party shall submit proof of insurance by submitting a Certificate of Insurance to FCS' Risk Management Department for approval at:

Attn: Risk Manager
Risk Management Department Fulton County Schools
6201 Powers Ferry Rd, NW Atlanta, GA 30339

Insurance provider(s) for City and any Third Party shall be licensed to do business in the State of Georgia and shall have an A.M. Best rating of A or greater, and A.M. Best's Financial Size Category of not less than VII.

The obligations of City and any Third Party 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 any liability or indemnification obligations of the City or Third Party, whether or not the same is covered by insurance.

FCS reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, by providing City with notice of the same.

12. Intergovernmental Agreement; Assignment; Subletting. This Agreement shall be construed as an intergovernmental contract and no estate shall pass out of FCS. City may not assign its rights and obligations hereunder or sublease the Passive Park except as expressly permitted herein.

13. Liens. No encumbrances, charges or liens against the School Property shall exist because of any action or inaction by City. City shall discharge by bond or otherwise within ten (10) days of written notice by FCS of any lien, encumbrance or other charge.

14. Notices. Any and all notices permitted or required to be given under this Agreement shall be in writing, and except as otherwise provided herein, shall be delivered personally, by commercial overnight courier, or by registered or certified mail, return receipt requested, to the other party at the address set forth below or at such other address as may be supplied by notice thereof given pursuant to this provision. Notices may be given by or to the attorneys for either party as may be listed herein. The date of personal delivery or the date of deposit with a commercial courier or with the U.S. Postal Service shall be the date such notice shall be deemed to have been given, whether or not actually received, if properly addressed.

For the purpose of this Agreement, the address of FCS is:

Fulton County Schools
6201 Powers Ferry Road NW
Atlanta, Georgia 30339
Attn: Director of Land Management

With a copy to:

Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Board Attorney for Fulton County Schools

And the address of City is:

City of Sandy Springs
Attn: Michael Perry, Director
Recreation and Parks Department
1 Galambos Way
Sandy Springs, GA 30328

with a copy to:

City of Sandy Springs
Attn: City Attorney
1 Galambos Way

Sandy Springs, GA 30328

Notices or notifications to the principal of the School that are required or permitted under this Agreement shall be sent via email to Lynn Johnson, Principal at johnsonlm@fultoncountyschools.org with a hard copy to FCS at the address above.

Either party may change its address or contact person(s) for notices by providing the other party with notice of such change in accordance with this Section 14.

15. Liability. City shall be responsible for the acts and omissions of City, its agents, contractors and employees. FCS shall be responsible for the acts and omissions of FCS, its agents, contractors, and employees.

16. Miscellaneous.

- a. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor or materials or financing, failure or lack of utilities, governmental laws and regulations, riots, insurrection, war, acts of God, pandemics, epidemics, shelter-in-place orders, inclement weather, or other causes beyond the reasonable control of either party ("**Force Majeure**"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.
- b. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless made in writing and signed by FCS and City. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Notwithstanding the foregoing, any agreement entered into for the use of indoor space through FCS' "SchoolDude" system (or other similar facility rental system maintained by FCS) shall be fully binding on the parties. Any breach or default of such agreement shall constitute a breach of this Agreement.
- c. Time is of the essence for each and every provision and obligation of this Agreement.
- d. City shall provide to FCS within sixty (60) days of execution of this Agreement a "Safety Plan" describing City's proposed means and methods of crowd control for at the Passive Park.
- e. City acknowledges that pursuant to State law, as well as FCS' policies, any person listed on the Georgia Violent Sex Offender Registry maintained by the Georgia Bureau of Investigation is prohibited from being within 1,000 feet of the Passive Park. City shall comply with all relevant laws, rules regulations, including without limitation, the aforementioned state law, in the performance of City's activities on the Passive Park.

- f. The section headings in this Agreement are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Agreement. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture, or any agency relationship, between FCS and City. Neither this Agreement nor any memorandum or short form thereof shall be recorded in the public real estate records.
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and specifically including O.C.G.A. § 51-1-53. The parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Atlanta or Fulton County, Georgia, in any dispute arising out of this Agreement.
- h. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Agreement and the unaffected terms and provisions shall remain in full force and effect. Each covenant, agreement, obligation, or other provision of this Agreement on City's part to be performed shall be deemed and construed as independent covenants of City, not dependent on any other provisions of this Agreement.
- i. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Agreement to be drafted. City has carefully read this Agreement and understands it. City executes this Agreement as a voluntary act after having consulted with counsel of its choosing concerning the same or having voluntarily chosen not to consult with counsel concerning the same.
- j. Each individual executing this Agreement on behalf of City represents and warrants that he or she is duly authorized to execute this Agreement on behalf of City, and that City has full right and authority to execute and deliver this Agreement.
- k. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Agreement may be confirmed by the exchange of signature pages as electronic versions in PDF or JPEG format which shall have the same force and effect as an original.

17. Special Stipulations. The following Special Stipulations shall apply to this Agreement:

- a. [Check yes or no as applicable]: Yes: ☐ No: ☒ City shall furnish and maintain its own goals (i.e., soccer goals, lacrosse goals, etc.) as may be needed for use during the Term at City's sole cost and expense, which goals shall remain the property of City.
- b. [Check yes or no as applicable]: Yes: ☐ No: ☒ Upon approval by the Principal, City shall furnish and maintain its own portable lighting system for the Passive Park at City's sole cost and expense, which portable lighting system shall remain the property of City. The portable lights must be turned off thirty (30) minutes following the conclusion of Passive Park use by City as in accordance with **Exhibit "B"**, Hours of Use. City shall

provide to FCS, within sixty (60) days of execution of this Agreement, City's proposed environmental and safety measures for portable lighting.

- c. [Check yes or no as applicable]: Yes: ____ No: x City shall furnish and maintain portable toilets for the Passive Park during the Term and shall have them cleaned on a regular basis, all at City's sole cost and expense. The portable toilets shall be placed in a location approved by the Principal and shall be removed by City at the expiration or earlier termination of this Agreement, all at City's sole expense. City shall maintain an adequate level of sanitary supplies as mutually agreed upon by City and Principal, at City's sole cost and expense.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, FCS and City have executed this Agreement effective on the day and year first above written.

FCS:
FULTON COUNTY SCHOOL DISTRICT

By: _____
Name: Dr. Mike Looney
Title: Superintendent

_____ Date

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:
THE CITY OF SANDY SPRINGS

By: _____
Name: Rusty Paul
Title: Mayor

_____ Date

ATTEST:

By: _____
Name: Raquel Gonzalez
Title: City Clerk

Approved as to form and legal sufficiency:

Dan Lee, City Attorney

EXHIBIT A
DEPICTION OF PASSIVE PARK

(attached)

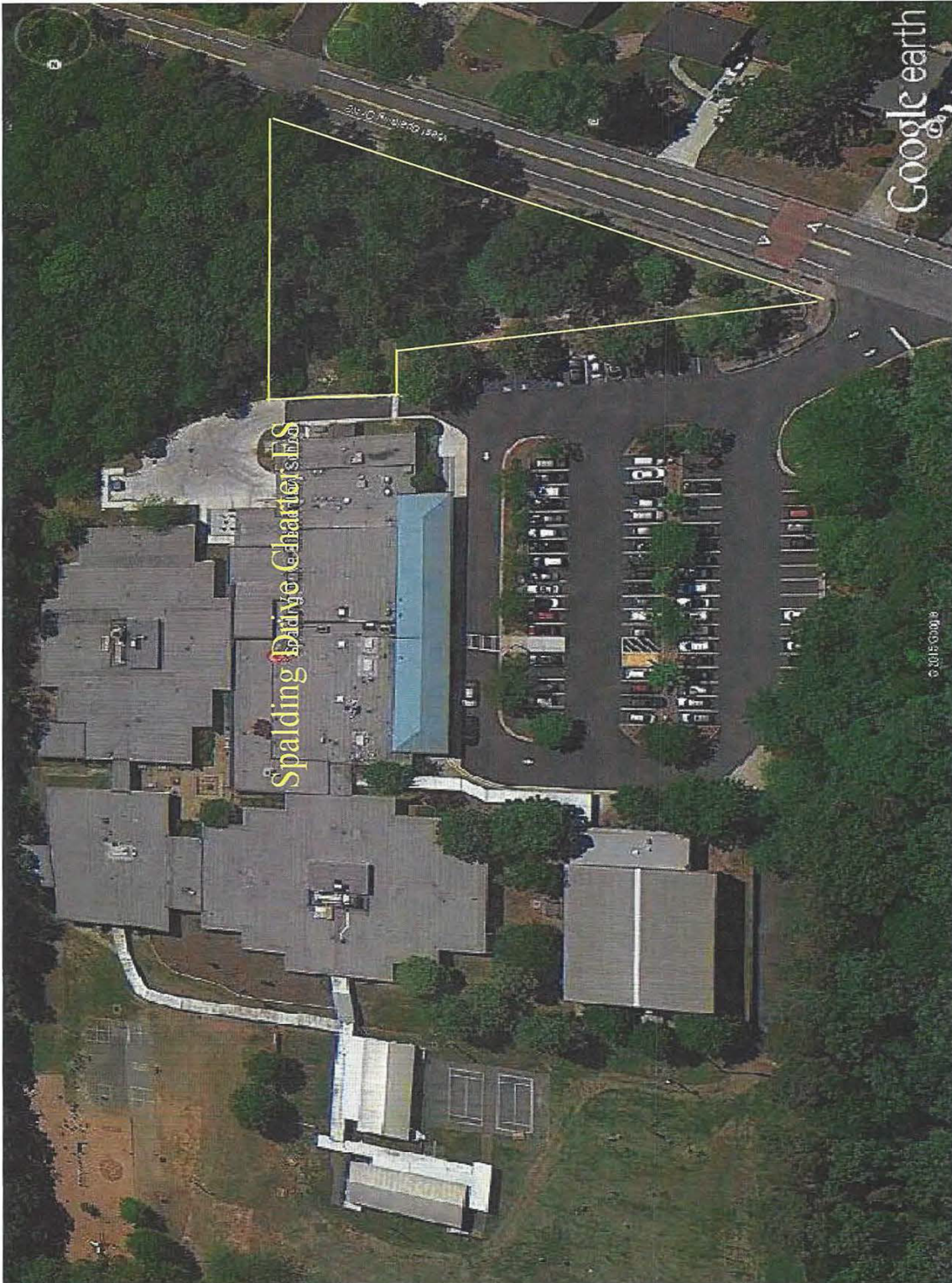


EXHIBIT B
HOURS OF USE

FCS shall have exclusive use of the Passive Park during each School Day. The Passive Park shall be available for community passive use during non-School Days throughout the Term of this Agreement. For these purposes "School Day" is defined as any day when school is in session on the School Property.

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE FULTON COUNTY BOARD OF EDUCATION FOR SHARED USE OF THE PASSIVE PARK AT SPALDING DRIVE ELEMENTARY SCHOOL AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Sandy Springs (“City”) provides for quality, year-round parks, greenspace, flood plain lots and other City properties for the enjoyment of City residents; and

WHEREAS, the City previously entered into an intergovernmental agreement (“IGA”) with the Fulton County Board of Education (“BOE”) for the shared use of certain areas of BOE property at the Spalding Drive Elementary School (“Property”); and

WHEREAS, the previous IGA has expired and the parties desire to enter into a new IGA to provide for the terms and conditions for continued use of the Property, such IGA in the form attached hereto (“New IGA”); and

WHEREAS, the New IGA provides for the City’s use of the Property for a term of ten (10) years and requires the City to perform certain maintenance on the Property in exchange, as provided therein; and

WHEREAS, the City’s Recreation and Parks Department staff will manage the New IGA; and

WHEREAS, the City’s Finance Department has determined that funds are currently available for the services required of the City by the New IGA; and

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

1. That the attached New IGA is hereby approved; and
2. That the City Manager is authorized to execute the New IGA; and
3. That the City Attorney and the City Manager are hereby authorized to make such minor changes to the New IGA as may be deemed necessary prior to execution and to take such actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the _____ day of March, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)

FORM OF NEW IGA

(Attached)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: David Wells, Deputy City Manager

DATE: March 10, 2021 Submission for the March 16, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve Award of Contract for Architectural, Engineering, and Construction Administration Services to Hussey Gay Bell for New Fire Station #5; to Authorize the City Manager to Execute Same; and for Other Purposes.

Recommendation:

Staff recommends that Council approve a resolution to award a contract for architectural, engineering, and construction administration services to Hussey Gay Bell ("HGB") in the amount of \$289,885.00 for construction of a new Fire Station #5 and to authorize the City Manager to execute the same. This fire station will be located in the panhandle area of the City at 7800 Mount Vernon Road.

Background:

HGB is currently under contract with the City to provide architectural, engineering, and construction administration services in connection with the construction of Fire Station #2. HGB was selected for that project pursuant to a competitive procurement. Construction of Fire Station #2 is expected to begin in May 2021.

The City has recently approved the acquisition of property for the purpose of constructing an additional fire station (Fire Station #5) in the panhandle area of the City, an area that has historically been underserved. The City Purchasing Policy allows that with appropriate approval, a sole source procurement may be made from one vendor among others in a competitive market place which, for justifiable reasons, is found to be the most advantageous for fulfilling a given purchasing need. HGB is currently performing the same basic services for the City in connection with the construction of Fire Station #2. If selected for this additional project, HGB will be able to provide a continuity of service for architectural, engineering, and construction administration of the new Fire Station #5, with consideration for the uniqueness of the property and neighborhood.

Discussion:

HGB's proposal provides the scope of work required for construction of Fire Station #5. The scope of work for Fire Station #5 includes:

- Schematic design

- Design development (rendering provided upon approved design development documents)
- Construction documents
- Permitting
- Bidding
- Construction administration (bi-weekly jobsite visits, shop-drawing review for a 12-month construction period).
- Additional services as required

Hussey Gay Bell was selected to perform the same above listed services for Fire Station #2 in a qualifications and fee based selection process. For that project HGB was deemed to be the most qualified of the Architectural firms and also provided the lowest cost for services of the shortlisted firms. The City is currently able to take advantage of HGB's low fees by extending their design and contract administration (CA) services into the design and construction of Fire Station #5. The design portion of FS #5 will commence during the construction phase of FS #2 and construction of FS #5 will be underway during the completion of FS #2. The cost of design and CA services for Fire Station #5 are commensurate with the competitive prices HGB provided for Fire Station #2.

Financial Impact:

The proposed contract award is in the amount of \$289,885.00. Funding is currently available for this Project in 3603510 541300 PF004

Alternatives:

The Mayor and Council could opt not to award the contract to HGB and provide further direction to staff.

Attachments:

1. Resolution Fire Station #5 (031021)
2. 2021-02-10 SS FS 5 Fee Proposal

**STATE OF GEORGIA
COUNTY OF FULTON**

**RESOLUTION TO APPROVE AWARD OF CONTRACT FOR ARCHITECTURAL,
ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES TO HUSSEY GAY
BELL FOR NEW FIRE STATION #5; TO AUTHORIZE THE CITY MANAGER TO EXECUTE
SAME; AND FOR OTHER PURPOSES**

WHEREAS, the City of Sandy Springs ("City") has recently approved the acquisition of property for the purpose of constructing a new fire station (Fire Station #5) in the panhandle area of the City at 7800 Mount Vernon Road ("Project"); and

WHEREAS, the City has the need to engage a qualified firm to provide architectural, engineering, and construction administration services for the Project; and

WHEREAS, the City has recently procured the services of the architectural firm of Hussey Gay Bell ("HGB") in connection with the construction of Fire Station #2 at 135 Johnson Ferry Road; and

WHEREAS, HGB was selected for the Fire Station #2 project pursuant to a competitive procurement for the same services as those required for Fire Station #5; and

WHEREAS, the City's Purchasing Policy allows that with appropriate approval, a sole source procurement may be made from one vendor among others in a competitive market place which, for justifiable reasons, is found to be the most advantageous for fulfilling a given purchasing need; and

WHEREAS, since HGB is currently performing the same basic services for the City in connection with Fire Station #2, if selected for this additional project, HGB will be able to provide a continuity of service for architectural, engineering, and construction administration of the new Fire Station #5, with consideration for the uniqueness of the property and character of the neighborhood; and

WHEREAS, the cost of architectural, engineering, and construction administration services for Fire Station #5, at \$289,885.00, is commensurate with the competitive prices HGB provided for Fire Station #2; and

WHEREAS, City Council desires to award a contract for architectural, engineering, and construction administration services for Fire Station #5 to HGB in the amount of \$289,885.00, consistent with staff recommendation.

**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 hereby made to HGB, in the amount of \$289,885.00; and
2. That the City Manager and the City Attorney are hereby authorized to negotiate a contract in the best interest of the City with HGB for architectural, engineering, and construction administration services; and
3. That the City Manager is hereby authorized to execute such negotiated contract with HGB as described herein; and
4. That the City Attorney and the City Manager are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the _____ day of March, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)



February 11, 2021

Mr. Keith Sanders, Fire Chief
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

RE: **A/E DESIGN SERVICES FEE PROPOSAL
NEW FIRE STATION 5, CITY OF SANDY SPRINGS**

Dear Chief Sanders,

Hussey Gay Bell is pleased to offer this Fee Proposal for the above mentioned project for the City of Sandy Springs. We are sincerely appreciative of another opportunity to serve your team and the City.

We understand the project consists of a new two story, two bay station at the intersection of Mt. Vernon Rd., and Spalding Dr. The building area should be less than 10,000sf, and should be similar to the layout and appearance of schematic plans and elevations provided by the City. We understand this design and layout generally meets the City’s code and zoning requirements. The City’s expectation is that the completed project will meet the Community Development guidelines particular to the site location. The proposed construction budget for the project is \$4.0 million.

Based on this information, our proposed fee for design and construction administration, will be six percent (6%) of the proposed construction budget. Should actual construction costs exceed the proposed budget, our fee would be adjusted to 6.00% (six percent) of the actual construction costs. The basic services fee is as follows:

\$4,000,000.00 @ 6% = \$240,000.00 (Two hundred and twenty thousand dollars)

We understand the City requires insurance coverage to match the requirements stipulated for Fire Station 2 (\$3M/\$3M for a three year period), above our typical policy limits of \$2M / \$4M. Our cost for the additional insurance is:

\$25,000.00 (Twenty five thousand dollars).

As requested, we will include interior design and FF&E services from Whitney Regan, of Jericho Design Group, and cost estimating services from Palacio Collaborative, Inc. Their fees are as follows:

Jericho Design Group:	\$14,050.00
Palacio Collaborative, Inc.:	\$10,835.00
Total Cost for Design Services:	\$289,885.00

This proposal includes the following:

- Schematic Design
- Design Development (Rendering provided upon approved DD documents)
- Construction Documents
- Permitting (base of \$7,500 included, services above base will be billed hourly)
- Bidding
- Const. Admin. (Bi-weekly jobsite visits, shop drawing review. 12 mo. construction period)

PROPOSED ADDITIONAL SERVICES

These services are not included in any of the above services. If any of these services are required or desired, we can negotiate an acceptable fee at the appropriate time. Some of these may not be applicable to your project:

Permit Response (above \$7,500.00 base fee):	Hourly per Schedule
*Special Inspections Required by IBC	(By Owner)
Survey and Underground Utility Location	(By Owner)
Geotechnical Evaluation and Report	(By Owner)
Detailed Cost Estimating	TBD
Traffic Study or Analysis	TBD
Off-site Utilities	TBD
Rezoning or Plats	TBD
Specialty Permitting (DOT, USA COE, etc.)	TBD
Code or Regulation Changes	TBD
Wetlands Delineation	TBD
LEED Certification	TBD
Deep Foundations (Piles)	TBD

*Special Inspections are required by the Building Code. The Code requires that the Owner employ a third-party inspector to perform and document certain inspections during construction. This inspector must work for the Owner. At the appropriate time, we can assist you in selecting the inspector if needed.

Attached are our standard hourly rates as well as our General Conditions.

REIMBURSABLE EXPENSES

All expenses that are normally associated with a project of this type such as in-house printing, travel to the jobsite are included in our base fee above. Items not included in our fee and considered reimbursable would be permit fees, out of town travel, project shipping if necessary and any special request made by the Owner for sets of construction documents required for distribution to contractors, sub-contractors and for permitting. Reimbursable expenses are marked up by 10%.

We thank the City of Sandy Springs again for this opportunity, and are happy to review this proposal at your convenience, or answer any questions that you may have.

Sincerely,

HUSSEY GAY BELL

A handwritten signature in blue ink, appearing to read 'C. M. Caudle', written in a cursive style.

Christopher M. Caudle, AIA
Principal

Attachments:
HGB Standard Hourly Rates



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: February 19, 2021 Submission for the March 16, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Approval to Authorize the City Manager to Execute a Change Order and the Revised Contract for Engineering Design and Construction Services with HNTB for the Northside Drive at Riverview/Old Powers Ferry Road Intersection Improvement Project (TS106)

Recommendation:

Staff recommends that Council authorize the City Manager to execute a Change Order and the Revised Contract for Engineering Design and Construction Services with HNTB for the Northside Drive at Riverview/Old Powers Ferry Road Intersection Improvement Project (TS106).

Background:

As part of the ongoing design of the Northside/Riverview/Old Powers Ferry Roundabout Project, HNTB has been asked to provide additional services that are outside of the original scope of work.

HNTB has completed the final design for the project and after further review of the original contract, the City determined that the original contracted scope of work did not adequately address the required bid support and construction services needed to successfully construct this project. The original scope of work included very limited construction services that would not cover the extent of needed oversight during construction due to the technical nature of this project.

These services will be supplemental to having a City Construction Superintendent on site.

Discussion:

The attached change order is required to provide additional funding to HNTB for the work completed beyond the original scope of services. The additional scope includes:

- Attend pre-bid meeting
- Attend pre-construction meeting
- Review material submittals
- Review and assist in responding to RFIs
- Review contractor designed soil nail wall plans and provide comments
- One construction site visit per month through the duration of construction

- One final inspection construction site visit
- Up to two additional construction site visits
- Provide recommendations and plan revisions relative to the progress of work observed during each construction site visit.

Financial Impact:

The total proposed fee for this Change Order is \$57,993.00. This Change Order will bring the total design and construction services contract value to \$246,954.00. Sufficient funds are available in the TSPLOST project TS106 to fund this work.

Alternatives:

Attachments:

1. HNTB Proposed CO
2. Location Map
3. HNTB Change Order Resolution 3.16.2021



SANDY SPRINGS
GEORGIA

Northside Drive at Old Powers Ferry Road- Riverview Drive
Project Number: TS106
Supplemental Agreement #4



TSPLOST Project Design Scope, and
Fee Submitted by:

HNTB

Date: December 21st, 2020

General Description of Project:

HNTB is providing Scope and Fee for Supplemental Agreement #4 for this TSPLOST project based on a request from City of Sandy Springs (City) under the On-Call Design Services Contract.

Upon completion of Final Design, the City has determined that the original contracted scope of work described in Task Order 1, dated August 4th, 2017, does not adequately address the required Bid Support and Construction Services needed for this project. The City has requested that HNTB propose additional scope and fees to cover the remaining tasks required through the completion of project construction.

HNTB has also re-evaluated the previously contracted scope of work for the above-mentioned tasks to ensure the total proposed fees for this supplemental agreement address the level of effort reasonably anticipated to successfully deliver the remaining tasks for this project through the completion of construction activities. HNTB believes this is warranted due to the added complexities of the project which have developed since the original scope and fees were provided in Task Order 1. The remaining contracted amounts from Task Order 1 for Task #6 Bid Support and Task #7 Construction and Miscellaneous Services, \$4,555 and \$5,888 respectively, have been deducted from the total estimated costs requested in this supplemental agreement. The complete summary of remaining scope of work and associated costs, including a refinement of scope from the original Task Order 1 plus the additional scope described in this Supplemental Agreement #4, have been provided in the attached HNTB Man-hour breakdown (Attachment A).

This supplemental agreement is being proposed to cover additional work, as needed, associated with Bid Support and Construction Services (not covered by the original scope and purchase order). The total cost of Supplemental Agreement #4 is \$57,993. This will increase the contract amount of \$326,762 to \$384,755.

The basic scope of services for this supplemental request includes the following tasks:

Bid Support:

1. Attend pre-bid meeting.

Construction and Miscellaneous Services

1. Attend pre-construction meeting.
2. Review of material submittals. Assumes materials will be required to meet GDOT guidelines.
3. Review and assist in responding to Requests for Information.
4. Review contractor-designed soil-nail wall plans and provide comments.
5. Construction observation services, as described below:
 - One (1) construction site visit per month throughout the duration of construction (estimated 12-month duration).
 - One final inspection construction site visit (In addition to the 7-day Erosion Control Inspection included in the original contracted scope of work).
 - Up to two (2) additional construction site visits, if deemed necessary due to the stage, progress, or quality of work.

- Provide recommendations and plan revisions relative to the progress of work observed during each construction site visit.

FEE ESTIMATE FOR TS106 (Supplemental Agreement #4)							
Items No.	Description	Original Cost	SA #1	SA #2	SA #3	SA #4	Revised Cost
1	Task#1 Base Data Coordination	\$46,329	\$19,014	\$10,690	\$15,620	\$0	\$91,653
2	Task#2 Utility Design Coordination	\$8,960	\$0	\$0	\$2,160	\$0	\$11,120
3	Task#3 Schematic Drawings/Concept	\$98,880	\$0	\$0	\$0	\$0	\$98,880
4	Task#4 Site Work Construction	\$63,115	\$0	\$20,174	\$9,720	\$0	\$93,009
5	Task#5 Public Involvement	\$11,310	\$0	\$0	\$2,430	\$0	\$13,740
6	Task#6 Bid Support	\$4,555	\$0	\$0	\$0	\$5,978	\$10,533
7	Task#7 Construction and Miscellaneous Services	\$13,805	\$0	\$0	\$0	\$52,015	\$65,820
Grand Total Cost/ Price		\$246,954	\$19,014	\$30,864	\$29,930	\$57,993	\$384,755

Schedule

The attached revised project schedule provided by the City on 11/6/2020 (Attachment B) shall serve as the project baseline schedule, and associated Task Order 1 baseline schedule, from this point forward until completion of the project. Utilizing this schedule, the newly supplemented Task Order 1 end date is proposed to be 4/21/2022, one month after the anticipated completion of construction activities.

List of Attachments

- Attachment A: HNTB Man-hour Breakdown
- Attachment B: Revised Project Schedule
- Attachment C: Revised Proposal Fee Schedule

Attachment A

HNTB Man-hour Breakdown

Breakdown of Hours per Task					
Description of Task	Assumptions	Billing Category*	Rate*	Hours	Cost
Bid Support - Refinement of Scope in Original Task Order 1					
Cost Estimate Updates	Up to two (2) updates during bid process				
Revise quantities and cost estimate	4 hrs per update x 2 updates	Engineer	\$138.00	8	\$1,104
QC of cost estimate updates	1 hr per update x 2 updates	Senior Engineer	\$186.00	2	\$372
Bid Review	Up to five (5) bids received				
Review by Engineer	4 hrs per bid x 5 bids	Engineer	\$138.00	20	\$2,760
Review by Senior Engineer	2 hrs per bid x 5 bids	Senior Engineer	\$186.00	10	\$1,860
Response to bidder's questions	Up to fifteen (15) total questions				
Prepare response	1 hrs per question x 15 questions	Engineer	\$138.00	15	\$2,070
QC responses	0.5 hrs per response x 15 responses	Senior Engineer	\$186.00	7.5	\$1,395
Total for originally scoped Bid Support Tasks				62.5	\$9,561
Bid Support - Additional scope provided in SA 4					
Attend Pre-bid Meeting	1 hr meeting + 2 hrs pre/post meeting work = 3 hrs per attendee (Virtual Meeting)				
Engineer attends meeting		Engineer	\$138.00	3	\$414
Senior Engineer attends meeting		Senior Engineer	\$186.00	3	\$558
Total for additional Bid Support scope provided in SA 4				6	\$972
Combined Total for all remaining Bid Support Tasks				68.5	\$10,533
Total requested in SA 4 less remaining \$4,555 in Bid Support Task Line			\$10,533 - \$4,555 = \$5,978		
Construction and Miscellaneous Services - Refinement of Scope in Original Task Order 1					
7-day Erosion Control Inspection					
Inspection Preparation		Engineer	\$138.00	2	\$276
Perform inspection	1 hr round-trip travel + 2 hrs inspection				
Inspection by Engineer		Engineer	\$138.00	3	\$414
Inspection by Level II Certified Professional		Engineer	\$138.00	3	\$414
Prepare Inspection Report	Includes 1 hr follow-up time for Level II and Engineer				
Draft report by Level II Certified Professional		Engineer	\$138.00	2.5	\$345
QC by Senior Level II Certified Professional		Senior Engineer	\$186.00	0.5	\$93
Visual check by Engineer		Engineer	\$138.00	1.5	\$207
Total for originally scoped Construction and Misc. Services Tasks				12.5	\$1,749
Construction and Miscellaneous Services - Additional scope provided in SA 4					
Attend Pre-construction Meeting	2 hr meeting + 1 hr round-trip travel + 2 hrs pre/post meeting work = 5 hrs per attendee				
Engineer attends meeting		Engineer	\$138.00	5	\$690
Senior Engineer attends meeting		Senior Engineer	\$186.00	5	\$930
Review Material Submittals	Up to thirty (30) submittals				
Engineer performs review	2 hrs per review x 30	Engineer	\$138.00	60	\$8,280
Senior Engineer assists with review	0.5 hrs per review x 30	Senior Engineer	\$186.00	15	\$2,790
Review Requests for Information	Up to thirty (30) RFIs				
Engineer performs review	2 hrs per review to respond & prepare requested info	Engineer	\$138.00	60	\$8,280
Senior Engineer assists and QC's RFI	0.5 hrs per RFI x 30	Senior Engineer	\$186.00	15	\$2,790
Review Soil-Nail Shop Drawings					
Coordination with contractor					
Coordination by Structure's team lead		Senior Engineer	\$186.00	4	\$744
Coordination by Senior Structural Engineer		Senior Engineer	\$186.00	4	\$744
Coordination by Structural Engineer		Engineer	\$138.00	4	\$552
Site Visit	2 hr visit + 1 hr round-trip travel + 1 hr prep = 4 hrs total per attendee				
Visit by Senior Structural Engineer		Senior Engineer	\$186.00	4	\$744
Visit by Structural Engineer		Engineer	\$138.00	4	\$552
Wall Shop Reviews (Shop Drawings provided by Contractor)	2 rounds of reviews per wall x 2 walls				
Structure's team lead review	2 hrs per review x 2	Senior Engineer	\$186.00	4	\$744
Senior Structural Engineer review	18.5 hrs per review x 2	Senior Engineer	\$186.00	37	\$6,882
Structural Engineer review	6 hrs per review x 2	Engineer	\$138.00	12	\$1,656
QC of Shop Reviews (Review Document created by HNTB)					
Structure's team lead QC	0.5 hrs per review x 2	Senior Engineer	\$186.00	1	\$186
Senior Structural Engineer QC	2 hrs per review x 2	Senior Engineer	\$186.00	4	\$744
Structural Engineer QC	1 hr per review x 2	Engineer	\$138.00	2	\$276
Construction Observation Services (site visits)	1 visit per month across 12-month construction duration + 1 final inspection = 13 total				
Perform Construction Site Visit	1 hr round-trip travel + 1 hr inspection + 0.5 hr prep/coordination with contractor = 2.5 hrs per visit				
Engineer performs visit	2.5 hrs per visit x 13 visits	Engineer	\$138.00	32.5	\$4,485
Senior Engineer performs visit	Attend half of visits + final = 7 total x 2.5 hrs	Senior Engineer	\$186.00	17.5	\$3,255
Provide Recommendations/Plan Revisions (if needed)					
Engineer performs revisions	4 hrs per revision x 13 revisions	Engineer	\$138.00	52	\$7,176
Senior Engineer QC's plan revisions	0.5 hrs per plan revision x 13 revisions	Senior Engineer	\$186.00	6.5	\$1,209
Two (2) additional site visits (if needed)					
Engineer performs visit	2.5 hrs per visit x 2 visits	Engineer	\$138.00	5	\$690
Senior Engineer performs visit	Attend half of visits= 1 x 2.5 hrs	Senior Engineer	\$186.00	2.5	\$465
Two (2) Additional Recommendations/Plan Revisions (if needed)	4 hrs per revision x 2 revisions	Engineer	\$138.00	8	\$1,104
Senior Engineer QC's plan revisions	0.5 hrs per plan revision x 2 revisions	Senior Engineer	\$186.00	1	\$186
Total for additional Construction and Misc. Services Scope provided in SA 4				365	\$56,154
Combined Total for all remaining Construction and Misc. Services Tasks				377.5	\$57,903
Total requested in SA 4 less remaining \$5,888 in Construction and Misc. Services Task Line			\$57,903 - \$5,888 = \$52,015		
Grand Total Requested for SA 4					
					\$57,993

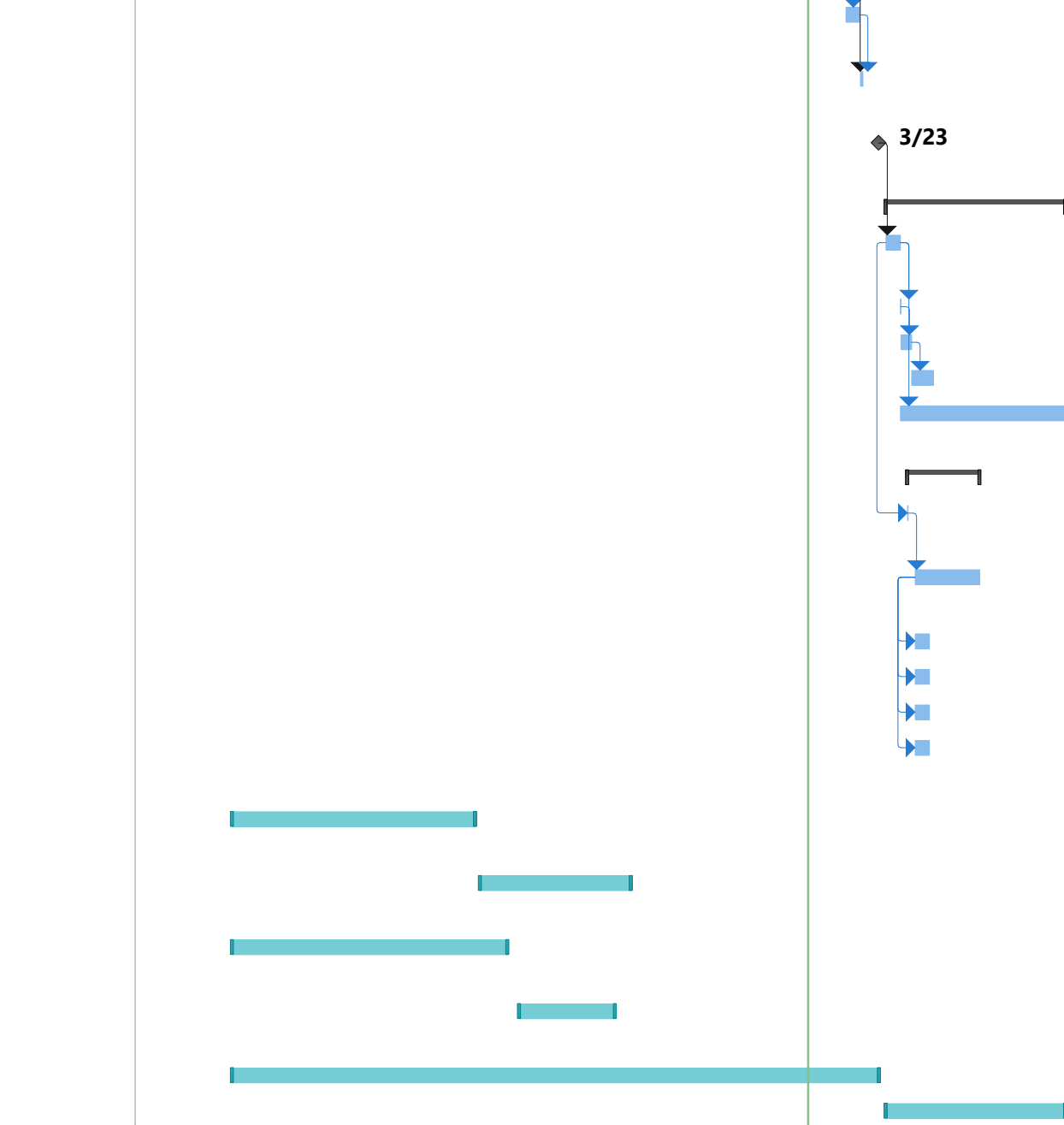
* Billing Categories and Rates obtained from Proposal Fee Schedule in Master Agreement, dated 10/19/2017. See Revised Proposal Fee Schedule (Attachment C) for further information.

Attachment B

Revised Project Schedule

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	H2	2017 H1	H2	2018 H1	H2	2019 H1	H2	2020 H1	H2	2021 H1	H2	2022 H1	H2
1			TS106 Overall Project	1161 days?	Mon 10/9/17	Mon 3/21/22														
2			NTP	1 day	Mon 10/9/17	Mon 10/9/17														
3			Kickoff Meeting	1 day	Mon 10/30/17	Mon 10/30/17														
4			Concept Development	210 days	Tue 11/14/17	Tue 9/4/18														
17			Design	614 days	Tue 9/11/18	Fri 1/15/21														
18			TS106 Complete Design Plans	605 days	Tue 9/11/18	Mon 1/4/21														
19			PFPR Plan Development	125 days	Tue 9/11/18	Mon 3/4/19														
20			First PFPR Submittal	0 days	Mon 3/4/19	Mon 3/4/19	19													
21			Incorporate Utilities	9 days	Tue 9/17/19	Fri 9/27/19	19,37													
22			Complete 60% Set of Plans and Second PFPR Submittal	5 days	Mon 9/30/19	Fri 10/4/19	21													
23			Preliminary Field Plan Review	15 days	Wed 10/9/19	Tue 10/29/19	22													
24			Complete ROW plans and construction easement staking	67 days	Wed 10/30/19	Thu 1/30/20	23													
25			ROW Plans	0 days	Fri 7/31/20	Fri 7/31/20														
26			ROW Staking Complete	0 days	Mon 1/27/20	Mon 1/27/20														
27			Submit Plans for LDP	15 days	Mon 10/7/19	Fri 10/25/19	22													
28			Complete 100% Set of Plans	96 days	Fri 7/31/20	Fri 12/11/20														
29			Approved LDP Plans and Final Revisions to Bid Docs	10 days	Tue 12/15/20	Mon 12/28/20	28													
30			Complete Final Cost Estimate	5 days	Tue 12/29/20	Mon 1/4/21	29													
31			TS106 ROW Coordination	230 days	Mon 3/2/20	Fri 1/15/21														
32			Appraisals & Cost to Cures	65 days	Mon 6/1/20	Fri 8/28/20														
33			Negotiations	110 days	Mon 6/1/20	Fri 10/30/20														
34			Closings	100 days	Mon 8/31/20	Fri 1/15/21	32													
35			Complete ROW Coordination	230 days	Mon 3/2/20	Fri 1/15/21														
36			TS106 Utility Coordination	296 days	Tue 1/15/19	Tue 3/3/20														
37			No Conflict Statements or provide conflict resolution	256 days	Tue 1/15/19	Tue 1/7/20														
38			Complete Utility Coordination	100 days	Tue 9/17/19	Tue 3/3/20	37													
39			Complete Final Plans	14 days	Tue 12/29/20	Fri 1/15/21	29													
40			Bid Let & Award Process	46 days	Mon 1/18/21	Tue 3/23/21														
41			Construction Bids	0 days	Mon 1/18/21	Mon 1/18/21	39													

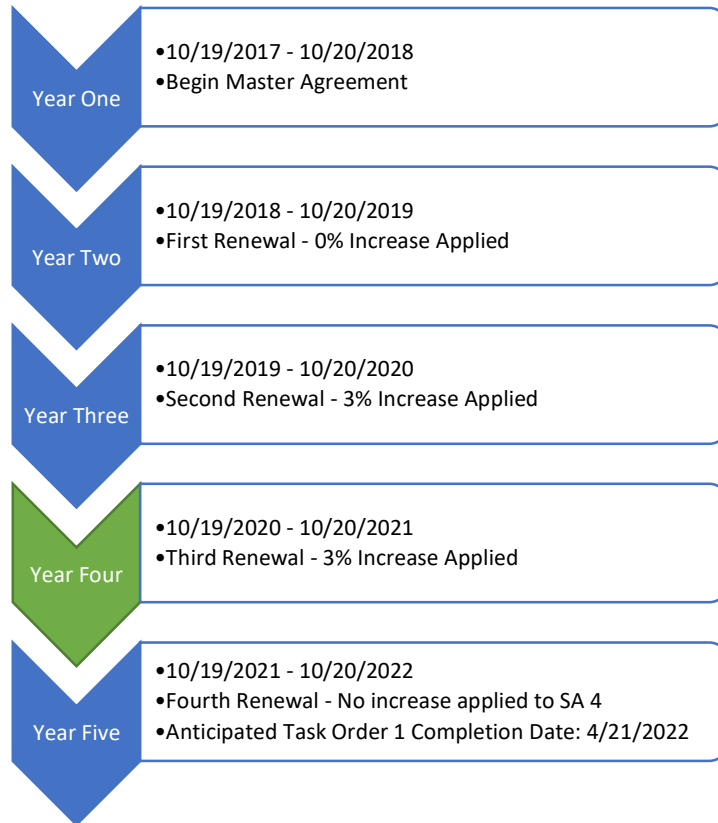
Project: TE Project - Northside a Date: Fri 11/6/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	 Task Mode	Task Name	Duration	Start	Finish	Predecessors																											
							H2	2017 H1	H2	2018 H1	H2	2019 H1	H2	2020 H1	H2	2021 H1	H2	2022 H1	H2														
42			Send Plans out for Construction Bids	20 days	Mon 1/18/21	Fri 2/12/21	39																										
43			Review Construction Proposals	5 days	Mon 2/15/21	Fri 2/19/21	42,41																										
44			MCC Award	0 days	Tue 3/23/21	Tue 3/23/21																											
45			TS106 Construction	250 days	Tue 4/6/21	Mon 3/21/22																											
46			ROW Clearing	20 days	Tue 4/6/21	Mon 5/3/21	44FS+10 days																										
47			Wall Construction	1 day	Tue 5/4/21	Tue 5/4/21	46																										
48			Water relocation	15 days	Wed 5/5/21	Tue 5/25/21	47																										
49			Gas relocation	30 days	Wed 5/26/21	Tue 7/6/21	48																										
50			Main Construction Work	230 days	Tue 5/4/21	Mon 3/21/22	46																										
51			TS106 Utility Relocation	101 days	Tue 5/18/21	Tue 10/5/21																											
52			Acquire relocation agreement form utilities	1 day	Tue 5/18/21	Tue 5/18/21	46SS+30 days																										
53			Electric relocation	90 days	Wed 6/2/21	Tue 10/5/21	52FS+10 days																										
54			Water relocation	20 days	Wed 6/2/21	Tue 6/29/21	53SS																										
55			Gas relocation	20 days	Wed 6/2/21	Tue 6/29/21	53SS																										
56			Fiber relocation	20 days	Wed 6/2/21	Tue 6/29/21	53SS																										
57			Telecom relocation	20 days	Wed 6/2/21	Tue 6/29/21	53SS																										
58																																	
59			Baseline_Oct17: Design and Pre-Construction	340 days	Mon 10/9/17	Fri 1/25/19																											
60			Baseline_Oct17: Construction	210 days	Tue 2/5/19	Mon 11/25/19																											
61			Baseline_Jun18: Design and Pre-Construction	385 days	Mon 10/9/17	Fri 3/29/19																											
62			Baseline_Jun18: Construction	135 days	Mon 4/22/19	Fri 10/25/19																											
63			Baseline_Sept 20: Design and Pre-Construction	902 days	Mon 10/9/17	Tue 3/23/21																											
64			Baseline_Sept 20: Construction	250 days	Tue 4/6/21	Mon 3/21/22																											
Project: TE Project - Northside a Date: Fri 11/6/20		Task		Project Summary		Manual Task																Start-only		Deadline									
		Split		Inactive Task		Duration-only																Finish-only		Progress									
		Milestone		Inactive Milestone		Manual Summary Rollup																External Tasks		Manual Progress									
		Summary		Inactive Summary		Manual Summary																External Milestone											
Page 2																																	

Attachment C

Revised Proposal Fee Schedule

Revised Proposal Fee Schedule					
Item #	Billing Category	Original Hourly Rate	Second Renewal (Year 3 - 3% Increase)	Third Renewal (Year 4 - 3% Increase)	Rate Applied in SA 4
1	Principal-In-Charge	240.00	247.20	254.62	
2	Project Manager	170.00	175.10	180.35	
3	Engineer, Senior	175.00	180.25	185.66	186.00
4	Engineer	130.00	133.90	137.92	138.00
5	Engineer, Associate	105.00	108.15	111.39	
6	Technician	115.00	118.45	122.00	
7	CADD Technician	90.00	92.70	95.48	
8	Administrative Support	80.00	82.40	84.87	
9	Surveyor, Principal	150.00	154.50	159.14	
10	Surveyor, Senior	115.00	118.45	122.00	
11	Surveyor, Project	90.00	92.70	95.48	
12	Survey Crew	140.00	144.20	148.53	
13	Aerial Survey	500.00	515.00	530.45	
14	Mobile Scanner	700.00	721.00	742.63	
15	SUE Crew	270.00	278.10	286.44	
16	Vacuum Excavation Crew	300.00	309.00	318.27	
17	Planner, Principal	175.00	180.25	185.66	
18	Planner, Senior	140.00	144.20	148.53	
19	Planner	80.00	82.40	84.87	



Location Map

Northside Dr @ Riverview/Old Powers Ferry Rd

Legend

 Northside Dr NW & Old Powers Ferry Rd NW

 Northside Dr NW & Old Powers Ferry Rd NW

Google Earth

© 2020 Google



200 ft

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CHANGE ORDER AND THE REVISED CONTRACT FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES WITH HNTB FOR THE NORTHSIDE DRIVE AT RIVERVIEW/OLD POWERS FERRY ROAD INTERSECTION IMPROVEMENT PROJECT (TS106), CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

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

WHEREAS, the 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, by Resolution adopted, the City of Sandy Springs has agreed to authorize a Contract increase in the amount of \$57,993.00 with HNTB for additional engineering design and construction services of the Northside Drive at Riverview/Old Powers Ferry Road Intersection Improvement Project.

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

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

That the City Manager execute a Change Order in the amount of \$57,993.00 for design services required to update the plans within the project limits within the City of Sandy Springs, Fulton County, Georgia.

RESOLVED this the 16th day of March 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. 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: March 1, 2021 Submission for the March 16, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property that Lies within Land Lot 383 of the 6th District of Fulton County, Georgia

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 383 of the 6th District, Fulton County, Georgia. The property is owned by Farzaneh Alizadeh and Shahram Lalianpour, located at 920 Dunwoody Club Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 194.03 square feet of Fee Simple Right of Way and 1,578.49 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-169 Dunwoody Club Drive Sidewalk 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 \$11,000.00 with the property owners. The settlement includes compensation for the reconstruction of a custom mailbox. The City's appraised fair market value offer (including cost to replace the mailbox) is \$8,500.00. This parcel is the last parcel remaining on the project that will allow the City to complete sidewalk connectivity from Spalding Drive down to the Dunwoody Country Club. There is also a sidewalk on the City of Dunwoody's side of Dunwoody Club Drive which allows full connectivity to Mt. Vernon Highway.

Financial Impact:

The proposed settlement is \$11,000.00 and is considered to be justified and reasonable.

Alternatives:

N/A

Attachments:

1. Aerial Map
2. GIS Map
3. P#5 Alizadeh-Lalianpour Executed Agreement
4. RESOLUTION



TS-169 Parcel #5 Agreement

Date: 2/26/2021
Map Size: 8.5x11 (LETTER)



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



**FULTON
COUNTY**
Geographic Information Systems



Date: 2/26/2021
Map Size: 8.5x11 (LETTER)



TS-169 Parcel #5 Agreement

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



**AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY AND TEMPORARY CONSTRUCTION
EASEMENT**

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants 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 383 of the 6th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

For the sum of \$11,000.00 ^(SL) 2/26/21, 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" 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.

194.03 sf
1,578.49 sf

Fee Simple Right of Way
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 26 day of FEBRUARY, 2021.

Signed, Sealed and Delivered in the presence of:



Witness

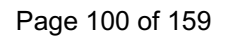


Farzaneh Alizadeh (L.S.)

Notary Public



Shahram Lalianpour (L.S.)



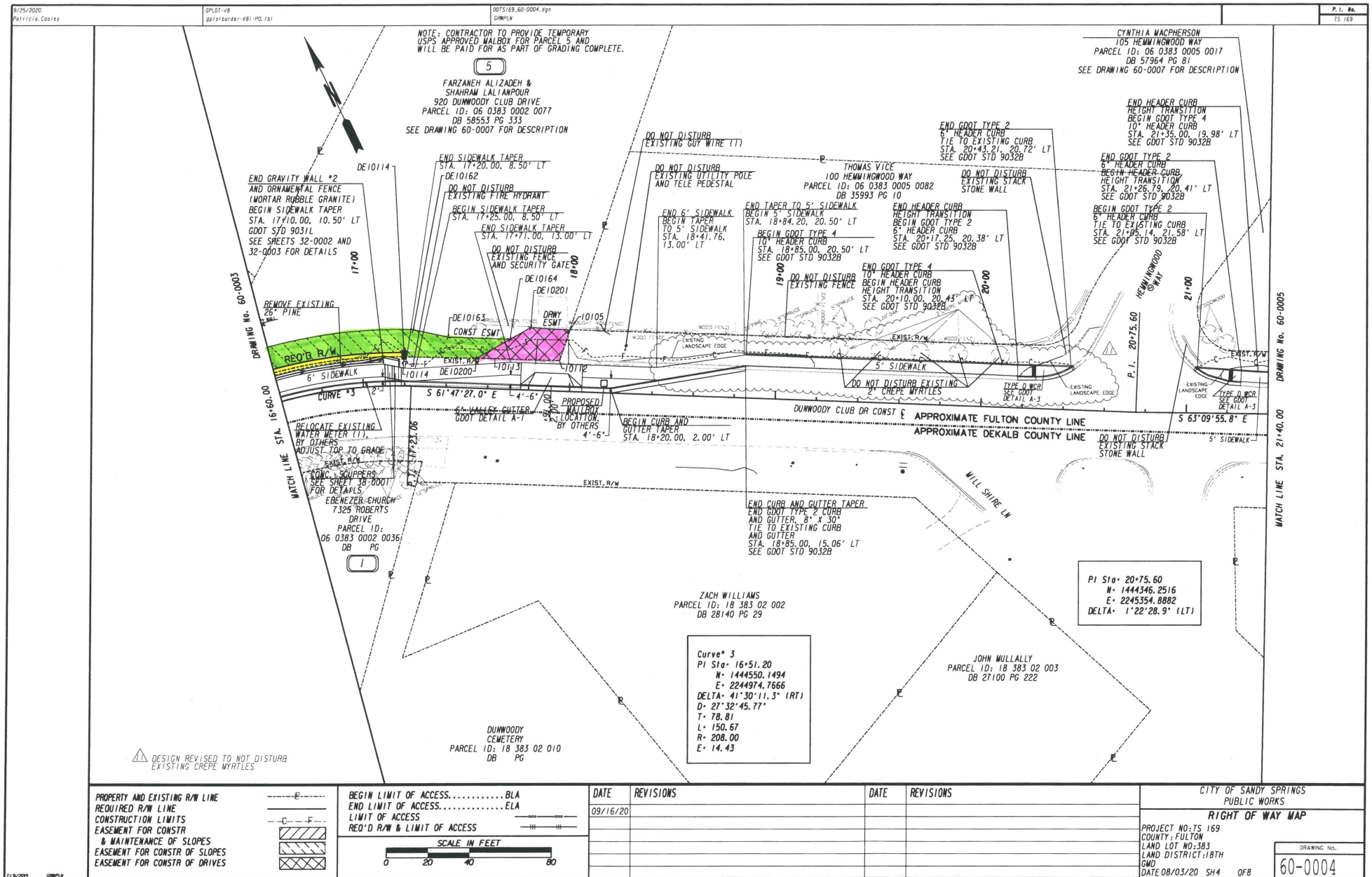


EXHIBIT "B"

0/25/2020
Patricia Cosley

DPIOT-18
gplotborder-V81-P0.tbl

0075169.60-0007.dgn
DWPLN

P.L. No.
75 169

PARCEL 4 - TEMP ESWT - REO'D R/W DE104
MICHAEL & CLAUDIA RODRIGUEZ

PARCEL 5 - TEMP ESWT - REO'D TEMP. EASW'T. DE121
MICHAEL & CLAUDIA RODRIGUEZ

PARCEL 5 - TEMP ESWT - REO'D TEMP. EASW'T. DE122
FARZANEH ALIZADEH & SHAHRAH LALIANPOUR

PARCEL 5 - DRIVE ESWT - EASEMENT FOR THE CONSTRUCTION OF DRIVEWAY DE140
FARZANEH ALIZADEH & SHAHRAH LALIANPOUR

PARCEL 5 - REOD RIGHT OF WAY - REO'D R/W DE105
FARZANEH ALIZADEH & SHAHRAH LALIANPOUR

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
REO'D R/W & LIMIT OF ACCESS

DATE REVISIONS

DATE REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS
RIGHT OF WAY MAP
PROJECT NO: 75 169
COUNTY: FULTON
LAND LOT NO: 383 & 384
LAND DISTRICT: 18TH
DATE 08/03/20 SH7 OFB

DRAWING NO.
60-0007

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE
RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT ON
PROPERTY LOCATED IN LAND LOT 383 OF THE 6th DISTRICT,
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement by the City of Sandy Springs for property located at 920 Dunwoody Club Drive owned by Farzaneh Alizadeh and Shahram Lalianpour 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 Purchase Fee Simple Right of Way and Temporary Construction Easement on property located in Land Lot 383 of the 6th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 16th day of March, 2021.

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: March 1, 2021 Submission for the March 16, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration Acceptance of an Agreement to Purchase Real Estate Property that Lies within Land Lot 13 of the 17th District of Fulton County, Georgia

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 13 of the 17th District, Fulton County, Georgia. The property is owned by the Young Men's Christian Association of Metropolitan Atlanta, Inc. (YMCA), and is located at the intersection Of Peachtree Dunwoody Road and Windsor Parkway, within the city limits of Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 3,691.23 square feet of Fee Simple Right of Way, 2,252.94 square feet of Permanent Easement for the Construction and Maintenance of Stormwater Drainage and 5,760.60 square feet of Temporary Construction Easement on the YMCA property is necessary in order to construct the T-0069 Peachtree Dunwoody Road at Windsor Parkway Intersection Project. An amicable settlement was reached with the YMCA on the acquisition of the required rights of way needed to construct the project.

Discussion:

Staff was able to negotiate an amicable settlement of \$45,000.00 with the property owners. The settlement includes compensation for the reconstruction/relocation of a fence and landscaping to restore impacted areas. The City's appraised fair market value offer is \$41,400.00. The increase represents a reasonable 8% increase. This parcel is the only parcel requiring right of way on the project and the project can now move into the advertising of bids stage.

Financial Impact:

The proposed settlement is \$45,000.00 and is considered to be justified and reasonable.

Alternatives:

N/A

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement to Purchase RE. YMCA
4. RESOLUTION



0 0 0 0 mi



Date: 3/1/2021
Map Size: 8.5x11 (LETTER)

TS-0069 YMCA of M/A Inc Agreement

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TS-0069 YMCA of M/A Inc Agreement

Date: 3/1/2021
Map Size: 8.5x11 (LETTER)



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



FULTON
COUNTY

AGREEMENT TO PURCHASE REAL ESTATE

Ms. Kelly Hayes-
Associate Executive Director
Carl E. Sanders Family YMCA @ Buckhead
1160 Moores Mill Rd.
Atlanta, GA 30327

Nedra Jones
CFO
Young Mens Christian Association of Metropolitan Atlanta, Inc.
569 Martin Luther King Jr. Dr. NW
Atlanta, GA 30314

Project No.: T-0069/ (Formerly TS-109)
Project Name: Peachtree Dunwoody Rd. @ Windsor Pkwy Intersection Improvements
Parcel No.: 1/ YMCA

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 13 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of ~~\$41,400.00~~ \$45,000.00, 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".

* * * * *

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>3,691.23</u>	Square Feet of Fee Simple Right of Way
<u>2,252.94</u>	Square Feet of Permanent Easement for the Construction and Maintenance of Stormwater Drainage
<u>5,760.60</u>	Square Feet of Temporary Easement for the Construction of Slopes
<u>N/A</u>	Temporary Driveway Easement(s)

- 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) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "C", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 18 day of FEBRUARY, 2020.

Signed, Sealed and Delivered in
the presence of:

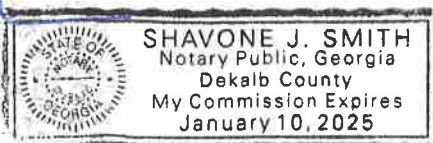
Young Men's Christian Association of Metropolitan Atlanta,
Inc.

Witness

By: Nedra Jones
Name: Nedra Jones
Title: CFO



Notary Public



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE REAL ESTATE
ON PROPERTY LOCATED IN LAND LOT 13 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 Real Estate by the City of Sandy Springs for property located on the YMCA Soccer Fields located at the intersection of Peachtree Dunwoody Road and Windsor Parkway owned by the Young Men's Christian Association of Metropolitan Atlanta, Inc., in Land Lot 13 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 T-0069 Peachtree Dunwoody Club Road at Windsor Parkway Intersection Project, the City approves the acceptance of an Agreement to Purchase Real Estate on property located in Land Lot 13 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 16th day of March, 2021.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS™
GEORGIA

FINANCIAL HIGHLIGHTS FY 2021
JANUARY 31, 2021

UNAUDITED



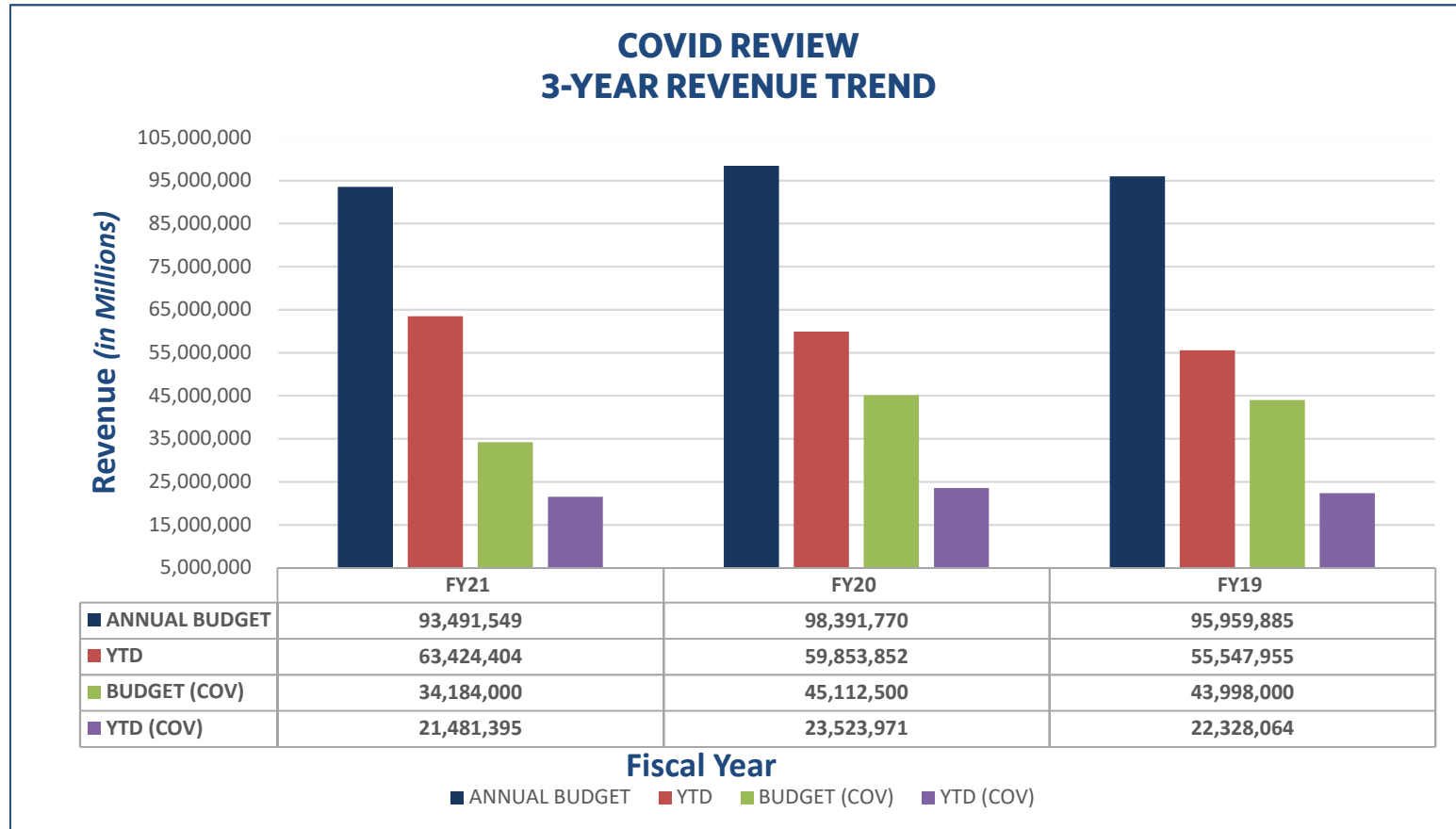
**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 07, JANUARY FY 2021**

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	1,373,286	2,500,000	1,504,937	2,500,000	1,416,262
10050	347500	RECREATION PRG FEES-GYMNASTICS	63,000	13,883	420,000	19,924	495,000	268,439
10050	347501	RECREATION PRG FEES-ATHL LEIS	120,400	5,167	172,000	28,307	125,000	50,666
10050	347900	SSTC CONTRACT	84,000	60,000	120,000	70,000	60,000	70,000
10050	347910	FACILITY RENTALS	75,600	44,553	108,000	104,463	115,000	73,685
10090	311315	MOTOR VEHICLE TAVT FEE	1,000,000	1,788,677	1,000,000	1,333,351	1,000,000	540,107
10090	313100	LOCAL OPTION SALES TAX	20,000,000	13,633,395	25,000,000	14,491,352	24,500,000	13,932,170
10090	314200	ALCOHOLIC BEVERAGE EXCISE	824,000	697,455	625,000	544,691	1,000,000	564,766
10090	314300	EXCISE MIXED DRINK TAX	305,000	191,959	375,000	237,919	375,000	204,781
10090	316100	BUSINESS & OCCUPATION TAX	7,250,000	2,201,878	9,500,000	1,842,332	9,500,000	1,874,930
10090	321100	ALCOHOLIC BEVERAGE LIC	521,000	620,318	625,000	642,200	600,000	651,595
10090	361000	INTEREST REVENUE	250,000	73,189	1,000,000	887,250	225,000	833,470
10090	391275	TRANSFER IN FROM HOTEL MOTEL	1,731,000	733,312	3,562,500	1,764,600	3,393,000	1,794,574
10090	391280	TRANSFER IN FROM MVRET FUND	60,000	44,323	105,000	52,645	110,000	52,619
TOTAL REVENUES (COVID)			\$34,184,000	\$21,481,395	\$45,112,500	\$23,523,971	\$43,998,000	\$22,328,064
ANNUAL BUDGET			93,491,549	63,424,404 67.84%	98,391,770	59,853,852 60.83%	95,959,885	55,547,955 57.89%

COVID REVIEW - EMERGENCY MGMT EXPENDITURES

GL ACCOUNT		DESCRIPTION	MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
Expenditures						
1003810	521200	PROFESSIONAL SERVICES	8,320	61,524	30,000	205.08%
1003810	523900	CONTRACTUAL SERVICES		36,586	20,000	182.93%
1003810	531100	GENERAL SUPPLIES & MATLS	3,302	74,954	110,000	68.14%
1003810	542100	MACHINERY & EQUIPMENT	0	0	40,000	0.00%
TOTAL EXPENDITURES			\$11,622	\$173,064	\$200,000	86.53%

**COVID REVIEW - REVENUES TREND PAST 3 YEARS
THROUGH PERIOD 07, JANUARY FY 2021**



**NOTES TO THE FINANCIAL STATEMENTS
JANUARY 31, 2021**

Financial Overview / Highlights

- ▶ General Fund Revenues for the fiscal year approximate 82.87 compared to the Adopted Budget. We are at 58.33% 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 41.60% compared to the Adopted Budget. We are at 58.33% 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	\$39,562,369	\$36,000,000	109.90%	
Motor Vehicle Tax	\$52,005	\$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	\$1,788,677	\$1,000,000	178.87%	
Local Option Sales Tax	\$13,633,395	\$20,000,000	68.17%	
Business Occupational Tax	\$2,201,878	\$7,250,000	30.37%	
Insurance Premium Tax	\$7,535,304	\$6,250,000	120.56%	Payment normally received October of each year
Building Permits	\$851,726	\$1,500,000	56.78%	
Expenditures - Fund 100				
<u>All Departments</u>				
Workers Comp Insurance	\$558,694	\$610,200	91.56%	Includes all departments and is semi-annual

**CASH AND INVESTMENTS
THROUGH PERIOD 07, JANUARY FY 2021**

UNAUDITED

SUNTRUST

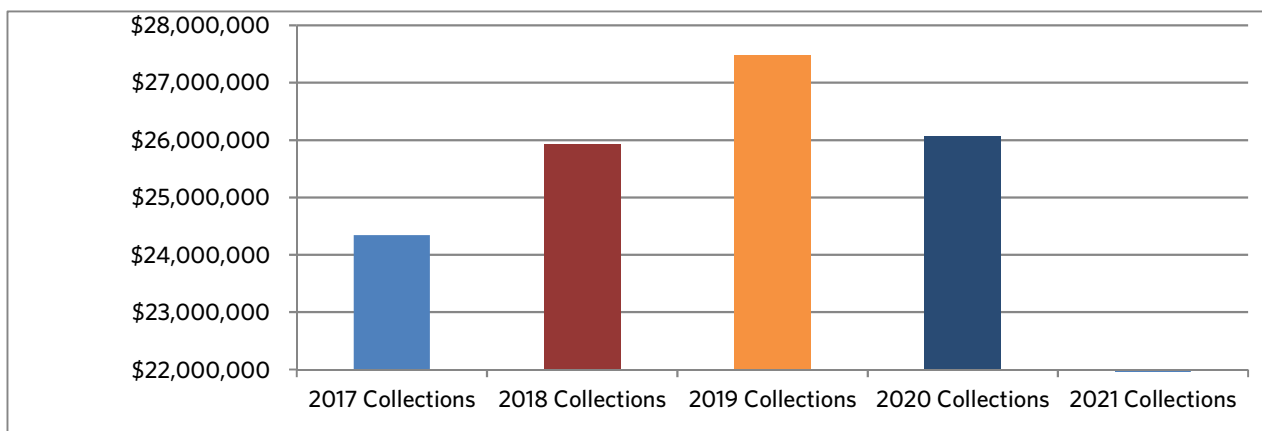
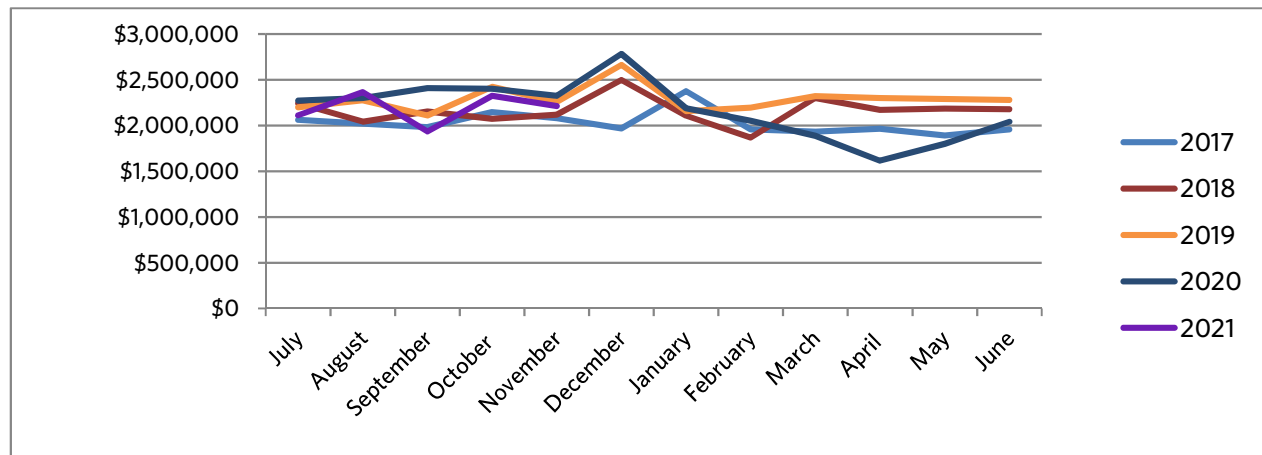
OPERATING ACCOUNT	\$13,280,057
COMMUNITY DEVELOPMENT ESCROW	4,684,437
POLICE - CUSTODIAL ESCROW	16,962
POLICE - FEDERAL FORFEITURE	77,594
POLICE - STATE SEIZED RESTRICTED	399,441
POLICE - STATE SEIZED UNRESTRICTED	121,832
POLICE - FEDERAL SEIZED TREASURY FUND	68,564
POLICE - FEDERAL SEIZED FUNDS US POSTAL SERVICES	58,405
HOTEL / MOTEL TAX ACCOUNT	191,248
COURT SERVICES	632,028
IMPACT FEE ACCOUNT	5,139,016
TREE FUND ACCOUNT	748,919
HOSPITALITY BOARD	938,223
TSPLOST FUND	43,229,225
DEVELOPMENT AUTHORITY MONEY MARKET ACCT	333,298
PUBLIC FACILITIES AUTHORITY-MONEY MARKET ACCT	1,519,148
PAC OPERATING & EVENTS ACCOUNT	2,790,152
TOTAL SUNTRUST	\$74,228,548

GEORGIA FUND ONE	\$108,717,743
FIRST HORIZON	1,250,000
US BANK - SINKING FUND	242
TOTAL INVESTMENT ACCOUNTS	\$109,967,985

TOTAL CASH AND CASH EQUIVALENTS **\$184,196,533**

**LOCAL OPTION SALES TAX COLLECTIONS
THROUGH PERIOD 07, JANUARY 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	2,325,366	-3.18%
November	2,078,863	2,117,845	2,259,523	2,326,390	2,214,592	-4.81%
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	\$10,951,550	-58.00%



**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
100-0000-90-311100	CURRENT YEAR PROPERTY TAXES	758,305	39,562,369	36,000,000	109.90 %
100-0000-90-311310	MOTOR VEHICLE	7,282	52,005	-	- %
100-0000-90-311315	MOTOR VEHICLE TAVT FEE	313,965	1,788,677	1,000,000	178.87 %
100-0000-90-311340	INTANGIBLES	-	596,827	425,000	140.43 %
100-0000-90-311600	REAL ESTATE TRANSFER TAX	-	234,635	200,000	117.32 %
100-0000-90-311710	ELECTRIC FRANCHISE TAX	-	-	5,800,000	- %
100-0000-90-311730	GAS FRANCHISE TAX	-	414,362	725,000	57.15 %
100-0000-90-311750	CABLE TV FRANCHISE TAX	384,886	790,543	1,700,000	46.50 %
100-0000-90-311760	TELEPHONE FRANCHISE TAX	40,624	112,755	275,000	41.00 %
100-0000-90-311790	SOLID WASTE FRANCHISE TAX	104,673	226,683	425,000	53.34 %
100-0000-90-313100	LOCAL OPTION SALES TAX	2,681,846	13,633,395	20,000,000	68.17 %
100-0000-90-314200	ALCOHOLIC BEVERAGE EXCISE	199,007	697,455	824,000	84.64 %
100-0000-90-314300	EXCISE MIXED DRINK TAX	39,360	191,959	305,000	62.94 %
100-0000-90-316100	BUSINESS & OCCUPATION TAX	1,003,411	2,201,878	7,250,000	30.37 %
100-0000-90-316110	BUSINESS AUDIT REVENUE	46,635	311,353	-	- %
100-0000-90-316200	INSURANCE PREMIUM TAX	-	7,535,304	6,250,000	120.56 %
	TOTAL TAXES	5,579,994	68,350,200	81,179,000	84.20 %
100-0000-90-321100	ALCOHOLIC BEVERAGE LIC	9,360	620,318	521,000	119.06 %
100-0000-90-321910	OTHER LICENSES AND PERMITS	8,492	50,908	95,000	53.59 %
100-0000-60-322210	PLANNING/ZONING FEES	7,175	53,033	50,000	106.07 %
100-0000-60-322215	DEVELOPMENT REVIEW FEE	4,300	35,938	100,000	35.94 %
100-0000-60-323120	BUILDING PERMITS	60,845	851,726	1,500,000	56.78 %
100-0000-60-323130	PLUMBING PERMITS	-	2,495	10,000	24.95 %
100-0000-60-323140	ELECTRICAL PERMITS	2,538	11,647	10,000	116.47 %
100-0000-60-323160	HVAC PERMITS	9,447	30,552	30,000	101.84 %
100-0000-60-323920	BLDG REINSPECTION FEE	125	3,225	5,000	64.50 %
	TOTAL LICENSES & PERMITS	102,280	1,659,842	2,321,000	71.51 %
100-0000-30-342900	FALSE ALARM FEES	4,215	41,677	100,000	41.68 %
100-0000-30-342910	OTHER PUBLIC SAFETY FEES	-	15,000	-	- %
100-0000-40-343300	STATE ROAD MAINTENANCE FEES	-	70,560	141,120	50.00 %
100-0000-10-346900	SPECIAL EVENT FEES	-	2,642	-	- %
100-0000-50-347500	RECREATION PRG FEES-GYMNASTICS	6,124	13,883	63,000	22.04 %
100-0000-50-347501	RECREATION PRG FEES-ATHL LEIS	1,325	5,167	120,400	4.29 %
100-0000-50-347900	SSTC CONTRACT	10,000	60,000	84,000	71.43 %
100-0000-50-347910	FACILITY RENTALS	4,018	44,553	75,600	58.93 %
	TOTAL CHARGES & FEES	25,681	253,482	584,120	43.40 %
100-0000-20-351170	MUNICIPAL COURT	189,758	1,373,286	1,900,000	72.28 %
	TOTAL FINES & FORFEITURES	189,758	1,373,286	1,900,000	72.28 %
100-0000-90-361000	INTEREST REVENUE	6,855	73,189	250,000	29.28 %
	TOTAL INVESTMENT INCOME	6,855	73,189	250,000	29.28 %
100-0000-40-381000	RENTAL REVENUE	34,018	172,369	-	- %
100-0000-90-381100	ROYALTIES-GAS SOUTH	-	-	125,000	- %
100-0000-90-389000	DONATIONS	5,228	37,585	50,000	75.17 %
100-0000-90-389000	MISCELLANEOUS REVENUE	10,145	90,497	50,000	180.99 %
100-0000-60-389100	PERMIT TECHNOLOGY FEE	2,080	20,875	50,000	41.75 %
100-0000-90-389200	INSURANCE REIMBURSEMENTS	10,719	68,862	15,000	459.08 %
	TOTAL MISCELLANEOUS	62,191	390,189	290,000	134.55 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
100-0000-90-391225	TRANSFER IN FROM IMPACT FEE	-	10,899	-	- %
100-0000-90-391275	TRANSFER IN FROM HOTEL MOTEL	129,615	733,312	1,731,000	42.36 %
100-0000-90-391280	TRANSFER IN FROM MVRET FUND	6,954	44,323	60,000	73.87 %
100-0000-90-391840	TRANSFER IN FROM DEV AUTH	-	-	600,000	- %
100-0000-90-392100	SALE OF ASSETS	-	16,765	10,000	167.65 %
TOTAL OTHER FINANCING SOURCES		136,568	805,300	2,401,000	33.54 %
100-0000-40-331100	FEDERAL MATCHING GRANTS	-	-	4,566,429	- %
100-0000-40-331100 COV19	FEDERAL MATCHING GRANTS	-	4,566,429	-	- %
TOTAL OTHER REVENUES		-	4,566,429	4,566,429	100.00 %
TOTAL REVENUES		\$6,103,328	\$77,471,915	\$93,491,549	82.87 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY COUNCIL EXPENDITURES					
100-1310-10-511100	REGULAR SALARIES	12,333	74,000	148,000	50.00 %
100-1310-10-512200	SOCIAL SECURITY	765	4,588	9,200	49.87 %
100-1310-10-512300	MEDICARE	179	1,073	2,200	48.77 %
100-1310-10-512600	UNEMPLOYMENT TAX	46	46	700	6.52 %
100-1310-10-512700	WORKERS' COMPENSATION	-	226	300	75.24 %
Salaries & Benefits		13,322	79,932	160,400	49.83 %
100-1310-10-523200	COMMUNICATIONS	346	2,422	4,400	55.06 %
100-1310-10-523500	TRAVEL	-	-	10,000	- %
100-1310-10-523600	DUES & FEES	-	12,094	38,000	31.83 %
100-1310-10-523700	EDUCATION/TRAINING	150	150	2,000	7.50 %
100-1310-10-531100	GENERAL OPERATING SUPPLIES	-	-	3,000	- %
100-1310-10-531300	HOSPITALITY	-	470	8,600	5.46 %
Operations & Capital		496	15,136	66,000	22.93 %
TOTAL CITY COUNCIL		13,819	95,069	226,400	41.99 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY MANAGER EXPENDITURES					
100-1320-10-511100	REGULAR SALARIES	54,904	411,046	698,880	58.81 %
100-1320-10-512101	HEALTH INSURANCE	9,377	42,975	51,300	83.77 %
100-1320-10-512102	DISABILITY INSURANCE	156	1,128	2,700	41.77 %
100-1320-10-512103	DENTAL INSURANCE	326	1,981	2,500	79.25 %
100-1320-10-512104	LIFE INSURANCE	330	2,359	5,400	43.69 %
100-1320-10-512200	SOCIAL SECURITY	3,324	17,252	43,368	39.78 %
100-1320-10-512300	MEDICARE	777	5,838	10,155	57.49 %
100-1320-10-512401	RETIREMENT 401A	7,816	55,836	99,790	55.95 %
100-1320-10-512402	401A RETIREMENT-457 MATCH	2,657	16,759	33,829	49.54 %
100-1320-10-512600	UNEMPLOYMENT TAX	147	160	3,333	4.81 %
100-1320-10-512700	WORKERS' COMPENSATION	-	1,007	1,373	73.36 %
Salaries & Benefits		79,812	556,343	952,628	58.40 %
100-1320-10-523200	COMMUNICATIONS	407	2,786	3,600	77.39 %
100-1320-10-523400	PRINTING & BINDING	-	-	500	- %
100-1320-10-523500	TRAVEL	-	75	3,700	2.02 %
100-1320-10-523600	DUES & FEES	94	1,062	5,000	21.24 %
100-1320-10-523700	EDUCATION/TRAINING	-	628	4,495	13.97 %
100-1320-10-531100	GENERAL OPERATING SUPPLIES	130	1,120	3,500	32.01 %
100-1320-10-531300	HOSPITALITY	89	3,009	5,000	60.18 %
100-1320-10-531600	SMALL TOOLS & EQUIPMENT	-	-	2,500	- %
Operations & Capital		721	8,680	28,295	30.68 %
TOTAL CITY MANAGER		80,533	565,023	980,923	57.60 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
CITY CLERK EXPENDITURES					
100-1330-10-511100	REGULAR SALARIES	17,574	120,566	226,700	53.18 %
100-1330-10-512101	HEALTH INSURANCE	1,398	10,557	31,400	33.62 %
100-1330-10-512102	DISABILITY INSURANCE	37	285	1,400	20.34 %
100-1330-10-512103	DENTAL INSURANCE	60	477	1,700	28.05 %
100-1330-10-512104	LIFE INSURANCE	71	559	2,100	26.60 %
100-1330-10-512200	SOCIAL SECURITY	1,038	7,117	14,100	50.48 %
100-1330-10-512300	MEDICARE	243	1,664	3,300	50.44 %
100-1330-10-512401	RETIREMENT 401A	2,109	14,461	27,200	53.17 %
100-1330-10-512402	401A RETIREMENT-457 MATCH	879	6,197	11,300	54.84 %
100-1330-10-512600	UNEMPLOYMENT TAX	61	61	1,100	5.55 %
100-1330-10-512700	WORKERS' COMPENSATION	-	513	500	102.55 %
Salaries & Benefits		23,469	162,458	320,800	50.64 %
100-1330-10-521300	TECHNICAL SERVICES	-	29,472	59,500	49.53 %
100-1330-10-522230	REP & MAINT-VEHICLES	-	-	2,500	- %
100-1330-10-523200	COMMUNICATIONS	121	733	1,500	48.88 %
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	500	3,074	3,500	87.84 %
100-1330-10-523700	EDUCATION/TRAINING	(190)	1,075	2,000	53.75 %
100-1330-10-523900	CONTRACTUAL SERVICES	77	612	20,000	3.06 %
100-1330-10-531100	GENERAL OPERATING SUPPLIES	93	127	1,500	8.45 %
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		601	35,199	109,500	32.15 %
TOTAL CITY CLERK		24,069	197,657	430,300	45.93 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FINANCE EXPENDITURES					
100-1500-10-511100	REGULAR SALARIES	94,684	638,865	1,418,000	45.05 %
100-1500-10-512101	HEALTH INSURANCE	13,943	74,736	184,800	40.44 %
100-1500-10-512102	DISABILITY INSURANCE	365	2,132	5,400	39.48 %
100-1500-10-512103	DENTAL INSURANCE	651	3,426	10,100	33.92 %
100-1500-10-512104	LIFE INSURANCE	821	4,790	11,500	41.65 %
100-1500-10-512200	SOCIAL SECURITY	5,650	40,551	87,900	46.13 %
100-1500-10-512300	MEDICARE	1,321	9,559	20,600	46.40 %
100-1500-10-512401	RETIREMENT 401A	9,257	68,890	170,200	40.48 %
100-1500-10-512402	401A RETIREMENT-457 MATCH	3,591	26,036	70,900	36.72 %
100-1500-10-512600	UNEMPLOYMENT TAX	324	393	7,100	5.54 %
100-1500-10-512700	WORKERS' COMPENSATION	-	4,404	2,800	157.27 %
Salaries & Benefits		130,608	873,780	1,989,300	43.92 %
100-1500-10-521200	PROFESSIONAL SERVICES	-	8,193	10,000	81.93 %
100-1500-10-521210	PROF SVCS-AUDIT	5,475	82,475	100,000	82.48 %
100-1500-10-521300	TECHNICAL SERVICES	96,685	157,047	160,000	98.15 %
100-1500-10-523200	COMMUNICATIONS	316	1,875	2,000	93.77 %
100-1500-10-523300	ADVERTISING	-	1,400	10,000	14.00 %
100-1500-10-523400	PRINTING & BINDING	594	1,071	2,000	53.56 %
100-1500-10-523500	TRAVEL	-	-	2,000	- %
100-1500-10-523600	DUES & FEES	990	2,100	5,000	41.99 %
100-1500-10-523700	EDUCATION/TRAINING	-	867	10,000	8.67 %
100-1500-10-523900	CONTRACTUAL SERVICES	868	9,112	11,000	82.84 %
100-1500-10-523950	MERCHANT SVCS CHARGES	135	242	1,000	24.20 %
100-1500-10-531100	GENERAL OPERATING SUPPLIES	1,427	1,978	5,000	39.56 %
100-1500-10-531300	HOSPITALITY	-	77	500	15.50 %
100-1500-10-531750	UNIFORMS	-	78	500	15.59 %
100-1500-10-542400	COMPUTER EQUIPMENT	740	5,767	10,000	57.67 %
Operations & Capital		107,228	272,282	329,000	82.76 %
TOTAL FINANCE		237,836	1,146,062	2,318,300	49.44 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
LEGAL SERVICES EXPENDITURES					
100-1530-10-521250	PROF SVCS-LEGAL	64,074	379,727	450,000	84.38 %
100-1530-10-521255	PROF SVCS-LITIGATION	37,974	422,527	450,000	93.89 %
Operations & Capital		102,048	802,254	900,000	89.14 %
	TOTAL LEGAL SERVICES	102,048	802,254	900,000	89.14 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
INFORMATION SERVICES EXPENDITURES					
100-1535-10-511100	SALARIES	85,101	598,072	1,233,800	48.47 %
100-1535-10-512101	HEALTH INSURANCE	13,426	84,949	169,400	50.15 %
100-1535-10-512102	DISABILITY INSURANCE	307	2,152	4,200	51.23 %
100-1535-10-512103	DENTAL INSURANCE	661	4,398	8,800	49.98 %
100-1535-10-512104	LIFE INSURANCE	691	4,835	9,600	50.36 %
100-1535-10-512200	SOCIAL SECURITY	4,990	35,230	76,500	46.05 %
100-1535-10-512300	MEDICARE	1,167	8,463	17,900	47.28 %
100-1535-10-512401	401A RETIREMENT	9,914	71,196	148,100	48.07 %
100-1535-10-512402	401A RETIREMENT-457 MATCH	4,131	30,282	61,700	49.08 %
100-1535-10-512600	UNEMPLOYMENT TAX	296	296	6,200	4.78 %
100-1535-10-512700	WORKERS' COMPENSATION	-	3,698	2,500	147.91 %
Salaries & Benefits		120,684	843,572	1,738,700	48.52 %
100-1535-10-521300	TECHNICAL SERVICES	18,213	119,715	466,000	25.69 %
100-1535-10-521310	TECHNICAL SERVICES-SECURITY	19,153	54,558	124,000	44.00 %
100-1535-10-522320	EQUIPMENT OPERATING LEASE	17,084	51,255	100,000	51.26 %
100-1535-10-523200	COMMUNICATIONS	1,075	7,522	9,000	83.58 %
100-1535-10-523500	TRAVEL	-	-	500	- %
100-1535-10-523600	DUES & FEES	80	2,434	6,000	40.56 %
100-1535-10-523700	EDUCATION/TRAINING	-	665	1,000	66.50 %
100-1535-10-523900	CONTRACTUAL SERVICES	1,132	1,682	5,000	33.64 %
100-1535-10-531100	GENERAL SUPPLIES & MATLS	-	6,567	5,500	119.40 %
100-1535-10-531600	SMALL TOOLS & EQUIPMENT	1,310	1,956	10,000	19.56 %
100-1535-10-542400	COMPUTER EQUIPMENT	-	15,408	100,000	15.41 %
Operations & Capital		58,047	261,762	827,000	31.65 %
TOTAL INFORMATION SERVICES		178,731	1,105,333	2,565,700	43.08 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
HUMAN RESOURCES EXPENDITURES					
100-1540-10-511100	SALARIES	18,400	157,184	275,900	56.97 %
100-1540-10-512101	HEALTH INSURANCE	3,544	23,987	29,900	80.22 %
100-1540-10-512102	DISABILITY INSURANCE	95	668	1,400	47.70 %
100-1540-10-512103	DENTAL INSURANCE	183	794	1,000	79.39 %
100-1540-10-512104	LIFE INSURANCE	214	1,500	3,000	50.01 %
100-1540-10-512200	SOCIAL SECURITY	1,086	9,379	17,100	54.85 %
100-1540-10-512300	MEDICARE	254	2,193	4,000	54.84 %
100-1540-10-512401	401A RETIREMENT	2,208	16,566	33,100	50.05 %
100-1540-10-512402	401A RETIREMENT-457 MATCH	677	5,259	13,800	38.11 %
100-1540-10-512600	UNEMPLOYMENT TAX	64	64	1,400	4.60 %
100-1540-10-512700	WORKERS' COMPENSATION	-	485	600	80.86 %
Salaries & Benefits		26,726	218,079	381,200	57.21 %
100-1540-10-521200	PROFESSIONAL SERVICES	19,879	101,267	193,500	52.33 %
100-1540-10-523200	COMMUNICATIONS	111	1,373	1,500	91.50 %
100-1540-10-523500	TRAVEL	-	4,692	1,000	469.23 %
100-1540-10-523600	DUES & FEES	-	370	1,000	37.00 %
100-1540-10-523700	EDUCATION/TRAINING	-	1,328	2,000	66.40 %
100-1540-10-531100	GENERAL SUPPLIES & MATLS	15	109	2,000	5.43 %
Operations & Capital		20,005	109,139	201,000	54.30 %
TOTAL HUMAN RESOURCES		46,731	327,218	582,200	56.20 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FACILITIES MANAGEMENT EXPENDITURES					
100-1565-10-511100	SALARIES	47,312	348,685	801,300	43.51 %
100-1565-10-512101	HEALTH INSURANCE	9,659	50,395	81,700	61.68 %
100-1565-10-512102	DISABILITY INSURANCE	212	1,378	3,400	40.54 %
100-1565-10-512103	DENTAL INSURANCE	504	3,086	4,700	65.65 %
100-1565-10-512104	LIFE INSURANCE	476	3,099	6,900	44.91 %
100-1565-10-512200	SOCIAL SECURITY	2,824	21,001	49,700	42.25 %
100-1565-10-512300	MEDICARE	660	4,688	11,600	40.41 %
100-1565-10-512401	401A RETIREMENT	4,876	38,433	96,200	39.95 %
100-1565-10-512402	401A RETIREMENT-457 MATCH	1,779	14,595	40,100	36.40 %
100-1565-10-512600	UNEMPLOYMENT TAX	166	222	4,000	5.55 %
100-1565-10-512700	WORKERS' COMPENSATION	-	8,855	1,600	553.42 %
Salaries & Benefits		68,468	494,436	1,101,200	44.90 %
100-1565-10-521200	PROFESSIONAL SERVICES	27,848	126,806	316,000	40.13 %
100-1565-10-521300	TECHNICAL SERVICES	110	53,064	59,200	89.64 %
100-1565-10-522100	CLEANING SERVICES	900	109,715	213,800	51.32 %
100-1565-10-522110	GARBAGE DISPOSAL	3,475	22,087	75,000	29.45 %
100-1565-10-522210	REP & MAINT-EQUIPMENT	9,464	142,367	301,000	47.30 %
100-1565-10-522220	REP & MAINT-BUILDINGS	49,648	317,751	691,000	45.98 %
100-1565-10-522310	BUILDING OPERATING LEASE	25,111	179,091	325,000	55.10 %
100-1565-10-522320	EQUIPMENT OPERATING LEASE	-	19,220	34,000	56.53 %
100-1565-10-523200	COMMUNICATIONS	729	4,313	4,000	107.82 %
100-1565-10-523250	POSTAGE	3,793	14,936	49,000	30.48 %
100-1565-10-523700	EDUCATION/TRAINING	-	-	5,000	- %
100-1565-10-531100	GENERAL OPERATING SUPPLIES	6,634	25,573	150,000	17.05 %
100-1565-10-531210	WATER	11,351	138,394	141,200	98.01 %
100-1565-10-531220	NATURAL GAS	6,298	31,123	61,400	50.69 %
100-1565-10-531230	ELECTRICITY	68,862	281,896	526,800	53.51 %
100-1565-10-531600	SMALL TOOLS & EQUIPMENT	50	50	5,000	1.00 %
100-1565-10-531750	UNIFORMS	756	2,578	8,000	32.23 %
100-1565-10-579000	CONTINGENCIES	-	-	10,000	- %
Operations & Capital		215,029	1,468,964	2,975,400	49.37 %
TOTAL FACILITIES MANAGEMENT		283,496	1,963,400	4,076,600	48.16 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNICATIONS EXPENDITURES					
100-1570-10-511100	SALARIES	44,010	302,444	565,000	53.53 %
100-1570-10-512101	HEALTH INSURANCE	7,039	29,632	69,600	42.57 %
100-1570-10-512102	DISABILITY INSURANCE	201	1,242	2,400	51.75 %
100-1570-10-512103	DENTAL INSURANCE	404	2,190	4,100	53.42 %
100-1570-10-512104	LIFE INSURANCE	451	2,790	5,400	51.66 %
100-1570-10-512200	SOCIAL SECURITY	2,651	17,954	35,000	51.30 %
100-1570-10-512300	MEDICARE	620	4,199	8,200	51.21 %
100-1570-10-512401	401A RETIREMENT	4,771	35,120	67,800	51.80 %
100-1570-10-512402	401A RETIREMENT-457 MATCH	1,762	11,891	28,300	42.02 %
100-1570-10-512600	UNEMPLOYMENT TAX	155	168	2,800	6.00 %
100-1570-10-512700	WORKERS' COMPENSATION	-	1,891	1,100	171.89 %
Salaries & Benefits		62,064	409,520	789,700	51.86 %
100-1570-10-521201	PROF SVCS-GOVERNMENT SERVICES	47,165	282,992	566,000	50.00 %
100-1570-10-522230	REP & MAINT-VEHICLES	-	610	500	122.00 %
100-1570-10-523200	COMMUNICATIONS	324	2,489	3,700	67.27 %
100-1570-10-523300	ADVERTISING	-	2,247	99,000	2.27 %
100-1570-10-523400	PRINTING & BINDING	2,787	5,345	7,500	71.27 %
100-1570-10-523500	TRAVEL	-	12	2,250	0.53 %
100-1570-10-523600	DUES & FEES	80	220	2,250	9.78 %
100-1570-10-523700	EDUCATION/TRAINING	-	-	5,250	- %
100-1570-10-523900	CONTRACTUAL SERVICES	380	7,343	15,500	47.37 %
100-1570-10-523905	WEBSITE ENHANCEMENTS	3,725	64,435	199,000	32.38 %
100-1570-10-531100	GENERAL SUPPLIES & MATLS	82	676	10,000	6.76 %
100-1570-10-531270	GASOLINE	-	-	500	- %
100-1570-10-531300	HOSPITALITY	-	441	5,000	8.81 %
Operations & Capital		54,543	366,808	916,450	40.02 %
TOTAL COMMUNICATIONS		116,607	776,328	1,706,150	45.50 %

GL ACCOUNT	DESCRIPTION	JANUARY 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	-	88,549	350,000	25.30 %
100-1595-10-521240	PROF SVCS-NON-PROFITS	10,625	99,375	1,882,500	5.28 %
100-1595-10-523100	PROPERTY & LIABILITY INS	-	987,713	1,350,000	73.16 %
100-1595-10-523200	COMMUNICATIONS	6,130	42,729	100,000	42.73 %
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		16,755	1,219,367	4,222,500	28.88 %
TOTAL GENERAL ADMINISTRATION		16,755	1,219,367	4,271,000	28.55 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
MUNICIPAL COURT EXPENDITURES					
100-2650-20-511100	REGULAR SALARIES	36,204	261,047	507,800	51.41 %
100-2650-20-512101	HEALTH INSURANCE	5,820	39,634	88,500	44.78 %
100-2650-20-512102	DISABILITY INSURANCE	135	957	2,200	43.51 %
100-2650-20-512103	DENTAL INSURANCE	296	2,097	4,700	44.62 %
100-2650-20-512104	LIFE INSURANCE	304	2,155	4,700	45.84 %
100-2650-20-512200	SOCIAL SECURITY	2,171	15,698	31,500	49.84 %
100-2650-20-512300	MEDICARE	508	3,671	7,400	49.61 %
100-2650-20-512401	RETIREMENT 401A	4,344	31,290	60,900	51.38 %
100-2650-20-512402	401A RETIREMENT-457 MATCH	1,279	9,508	25,400	37.43 %
100-2650-20-512600	UNEMPLOYMENT TAX	129	129	2,500	5.16 %
100-2650-20-512700	WORKERS' COMPENSATION	-	5,041	1,000	504.13 %
Salaries & Benefits		51,190	371,229	736,600	50.40 %
100-2650-20-521260	PROF SVCS-COURT	43,383	287,107	547,900	52.40 %
100-2650-20-521300	TECHNICAL SERVICES	3,490	16,409	90,000	18.23 %
100-2650-20-523200	COMMUNICATIONS	250	2,069	1,500	137.91 %
100-2650-20-523300	ADVERTISING	420	420	500	84.00 %
100-2650-20-523400	PRINTING & BINDING	-	509	500	101.79 %
100-2650-20-523600	DUES & FEES	-	-	1,000	- %
100-2650-20-523700	EDUCATION/TRAINING	-	225	2,000	11.25 %
100-2650-20-523950	MERCHANT SVCS CHARGES	65	439	1,500	29.26 %
100-2650-20-531100	GENERAL OPERATING SUPPLIES	-	1,696	6,000	28.26 %
100-2650-20-531300	HOSPITALITY	-	15	1,500	1.00 %
100-2650-20-531600	SMALL TOOLS & EQUIPMENT	-	-	3,000	- %
Operations & Capital		47,609	308,888	655,400	47.13 %
TOTAL MUNICIPAL COURT		98,799	680,117	1,392,000	48.86 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
POLICE EXPENDITURES					
100-3210-30-511100	REGULAR SALARIES	841,399	6,035,253	10,955,900	55.09 %
100-3210-30-511110	BONUSES	6,000	20,000	-	- %
100-3210-30-511200	PART-TIME/TEMP EMPLOYEES	18,762	149,914	383,000	39.14 %
100-3210-30-511300	OVERTIME	33,921	401,352	800,000	50.17 %
100-3210-30-512101	HEALTH INSURANCE	129,707	887,368	1,736,800	51.09 %
100-3210-30-512102	DISABILITY INSURANCE	3,065	22,122	42,200	52.42 %
100-3210-30-512103	DENTAL INSURANCE	6,599	46,885	94,500	49.61 %
100-3210-30-512104	LIFE INSURANCE	6,888	47,919	85,100	56.31 %
100-3210-30-512200	SOCIAL SECURITY	53,257	390,922	752,700	51.94 %
100-3210-30-512300	MEDICARE	12,455	92,238	176,000	52.41 %
100-3210-30-512401	RETIREMENT 401A	97,383	701,716	1,314,700	53.37 %
100-3210-30-512402	401A RETIREMENT-457 MATCH	38,868	289,693	547,800	52.88 %
100-3210-30-512500	TUITION REIMBURSEMENT	5,837	20,878	25,000	83.51 %
100-3210-30-512600	UNEMPLOYMENT TAX	3,143	3,461	30,700	11.27 %
100-3210-30-512700	WORKERS' COMPENSATION	4,159	324,023	417,400	77.63 %
Salaries & Benefits		1,261,441	9,433,744	17,361,800	54.34 %
100-3210-30-521200	PROFESSIONAL SERVICES	3,937	67,689	175,000	38.68 %
100-3210-30-521270	JAIL SERVICES	24,031	81,176	375,000	21.65 %
100-3210-30-521275	INMATE MEDICAL SERVICES	36,959	89,038	100,000	89.04 %
100-3210-30-521300	TECHNICAL SERVICES	165,526	958,044	1,000,000	95.80 %
100-3210-30-522100	CLEANING SERVICES	7,008	35,040	84,100	41.66 %
100-3210-30-522110	GARBAGE DISPOSAL	183	1,265	2,000	63.26 %
100-3210-30-522210	REP & MAINT-EQUIPMENT	4,847	11,646	40,000	29.11 %
100-3210-30-522220	REP & MAINT-BUILDINGS	2,558	4,935	17,500	28.20 %
100-3210-30-522230	REP & MAINT-VEHICLES	34,386	257,558	350,000	73.59 %
100-3210-30-522310	BUILDING OPERATING LEASE	55,411	387,417	679,000	57.06 %
100-3210-30-522320	EQUIPMENT OPERATING LEASE	-	485	2,000	24.25 %
100-3210-30-523200	COMMUNICATIONS	19,126	116,854	180,000	64.92 %
100-3210-30-523250	POSTAGE	-	1,553	3,000	51.77 %
100-3210-30-523300	ADVERTISING	1,927	11,912	14,000	85.08 %
100-3210-30-523400	PRINTING & BINDING	128	4,584	7,000	65.49 %
100-3210-30-523500	TRAVEL	1,865	23,206	50,000	46.41 %
100-3210-30-523600	DUES & FEES	1,326	8,007	14,000	57.19 %
100-3210-30-523700	EDUCATION/TRAINING	347	29,035	60,000	48.39 %
100-3210-30-523900	CONTRACTUAL SERVICES	4,756	36,305	90,000	40.34 %
100-3210-30-523950	MERCHANT SVCS CHARGES	30	126	1,000	12.59 %
100-3210-30-531100	GENERAL OPERATING SUPPLIES	5,018	36,339	55,000	66.07 %
100-3210-30-531150	UNDERCOVER OPERATIONS	-	-	5,000	- %
100-3210-30-531210	WATER	126	1,455	2,000	72.73 %
100-3210-30-531220	NATURAL GAS	2,007	6,636	17,000	39.04 %
100-3210-30-531230	ELECTRICITY	10,433	31,488	55,000	57.25 %
100-3210-30-531270	GASOLINE	29,425	185,289	475,000	39.01 %
100-3210-30-531300	HOSPITALITY	871	9,564	17,500	54.65 %
100-3210-30-531600	POLICE EQUIPMENT	15,414	113,381	175,000	64.79 %
100-3210-30-531750	UNIFORMS	16,099	71,284	166,000	42.94 %
100-3210-30-541200	SITE IMPROVEMENTS	-	18,297	50,000	36.59 %
100-3210-30-542200	VEHICLES	13,615	500,843	506,000	98.98 %
100-3210-30-579000	CONTINGENCIES	-	-	100,000	- %
Operations & Capital		457,360	3,100,451	4,867,100	63.70 %
TOTAL POLICE		1,718,801	12,534,195	22,228,900	56.39 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FIRE EXPENDITURES					
100-3510-30-511100	REGULAR SALARIES	628,309	4,272,746	7,322,700	58.35 %
100-3510-30-511200	PART-TIME/TEMP EMPLOYEES	9,882	80,831	194,500	41.56 %
100-3510-30-511300	OVERTIME	24,307	203,800	400,000	50.95 %
100-3510-30-512101	HEALTH INSURANCE	116,076	757,709	1,620,000	46.77 %
100-3510-30-512102	DISABILITY INSURANCE	2,072	95,689	122,600	78.05 %
100-3510-30-512103	DENTAL INSURANCE	5,353	36,546	70,200	52.06 %
100-3510-30-512104	LIFE INSURANCE	4,622	32,123	55,400	57.98 %
100-3510-30-512200	SOCIAL SECURITY	38,836	264,606	490,900	53.90 %
100-3510-30-512300	MEDICARE	9,083	62,562	114,800	54.50 %
100-3510-30-512401	RETIREMENT 401A	68,803	482,290	878,700	54.89 %
100-3510-30-512402	401A RETIREMENT-457 MATCH	27,556	200,725	366,100	54.83 %
100-3510-30-512500	TUITION REIMBURSEMENT	1,740	49,911	65,700	75.97 %
100-3510-30-512600	UNEMPLOYMENT TAX	2,266	2,458	31,700	7.75 %
100-3510-30-512700	WORKERS' COMPENSATION	15	120,175	154,900	77.58 %
Salaries & Benefits		938,920	6,662,171	11,888,200	56.04 %
100-3510-30-521200	PROFESSIONAL SERVICES	-	6,182	7,500	82.42 %
100-3510-30-521300	TECHNICAL SERVICES	-	72,986	87,100	83.80 %
100-3510-30-522210	REP & MAINT-EQUIPMENT	48	12,611	57,000	22.13 %
100-3510-30-522220	REP & MAINT-BUILDINGS	3,014	44,862	70,000	64.09 %
100-3510-30-522230	REP & MAINT-VEHICLES	21,975	204,535	266,000	76.89 %
100-3510-30-523200	COMMUNICATIONS	3,461	25,543	48,000	53.21 %
100-3510-30-523400	PRINTING & BINDING	-	148	1,000	14.84 %
100-3510-30-523500	TRAVEL	-	1,679	10,000	16.79 %
100-3510-30-523600	DUES & FEES	1,259	1,944	15,000	12.96 %
100-3510-30-523700	EDUCATION/TRAINING	-	3,104	32,000	9.70 %
100-3510-30-523900	CONTRACTUAL SERVICES	5,157	52,134	139,100	37.48 %
100-3510-30-531100	GENERAL OPERATING SUPPLIES	9,880	33,628	63,300	53.13 %
100-3510-30-531160	EMS MEDICAL SUPPLIES	21,635	47,185	102,500	46.03 %
100-3510-30-531210	WATER	1,323	8,121	25,000	32.49 %
100-3510-30-531220	NATURAL GAS	1,404	6,888	25,000	27.55 %
100-3510-30-531230	ELECTRICITY	5,683	22,776	52,000	43.80 %
100-3510-30-531270	GASOLINE	9,831	52,804	150,000	35.20 %
100-3510-30-531300	HOSPITALITY	1,267	2,793	4,100	68.12 %
100-3510-30-531600	SMALL TOOLS & EQUIPMENT	2,520	9,422	50,000	18.84 %
100-3510-30-531750	UNIFORMS	1,488	26,204	101,300	25.87 %
100-3510-30-579000	CONTINGENCIES	-	-	200,000	- %
100-3510-30-581200	CAPITAL LEASE PRINCIPAL	-	-	988,800	- %
100-3510-30-582200	CAPITAL LEASE INTEREST	-	-	173,000	- %
Operations & Capital		89,943	635,550	2,667,700	23.82 %
TOTAL FIRE		1,028,863	7,297,721	14,555,900	50.14 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
EMERGENCY MANAGEMENT EXPENDITURES					
100-3810-30-511100	SALARIES	6,548	47,121	84,700	55.63 %
100-3810-30-512101	HEALTH INSURANCE	527	3,548	9,000	39.43 %
100-3810-30-512102	DISABILITY INSURANCE	17	120	600	20.00 %
100-3810-30-512103	DENTAL INSURANCE	25	174	500	34.78 %
100-3810-30-512104	LIFE INSURANCE	38	269	1,100	24.47 %
100-3810-30-512200	SOCIAL SECURITY	400	2,879	5,200	55.37 %
100-3810-30-512300	MEDICARE	94	673	1,200	56.12 %
100-3810-30-512401	401A RETIREMENT	786	5,654	10,100	55.98 %
100-3810-30-512402	401A RETIREMENT-457 MATCH	327	2,420	4,200	57.62 %
100-3810-30-512600	UNEMPLOYMENT TAX	24	24	400	5.96 %
100-3810-30-512700	WORKERS' COMPENSATION	-	108	200	53.94 %
Salaries & Benefits		8,787	62,992	117,200	53.75 %
100-3810-30-521200	PROFESSIONAL SERVICES	65,000	195,000	260,000	75.00 %
100-3810-30-521200 COV19	PROFESSIONAL SERVICES	8,320	61,524	-	- %
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	-	865	2,000	43.26 %
100-3810-30-523900 COV19	CONTRACTUAL SERVICES	-	36,586	-	- %
100-3810-30-531100	GENERAL SUPPLIES & MATLS	-	-	30,000	- %
100-3810-30-531100 COV19	GENERAL SUPPLIES & MATLS	3,302	74,954	-	- %
100-3810-30-531102	EMERGENCY EVENT RESPONSE	-	-	100,000	- %
100-3810-30-531102 ZETA	PROGRAM SUPPLIES	28,978	254,798	-	- %
100-3810-30-542100	MACHINERY & EQUIPMENT	-	-	10,000	- %
100-3810-30-572000	PAYMENTS TO OTHER AGENCIES	120,405	481,622	775,000	62.14 %
100-3810-30-579000	CONTINGENCY	-	-	25,000	- %
Operations & Capital		226,005	1,105,471	1,214,000	91.06 %
TOTAL EMERGENCY MANAGEMENT		234,792	1,168,463	1,331,200	87.78 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PUBLIC WORKS EXPENDITURES					
100-4100-40-511100	SALARIES	203,073	1,395,870	2,633,720	53.00 %
100-4100-40-512101	HEALTH INSURANCE	31,583	203,397	385,200	52.80 %
100-4100-40-512102	DISABILITY INSURANCE	859	5,920	11,500	51.48 %
100-4100-40-512103	DENTAL INSURANCE	1,610	10,984	20,300	54.11 %
100-4100-40-512104	LIFE INSURANCE	1,878	12,980	25,000	51.92 %
100-4100-40-512200	SOCIAL SECURITY	12,074	82,136	163,332	50.29 %
100-4100-40-512300	MEDICARE	2,824	19,445	38,145	50.98 %
100-4100-40-512401	401A RETIREMENT	22,779	161,527	316,010	51.11 %
100-4100-40-512402	401A RETIREMENT-457 MATCH	8,891	66,223	131,671	50.29 %
100-4100-40-512600	UNEMPLOYMENT TAX	705	718	13,167	5.45 %
100-4100-40-512700	WORKERS' COMPENSATION	-	37,240	5,227	712.46 %
Salaries & Benefits		286,277	1,996,439	3,743,272	53.33 %
100-4100-40-521200	PROFESSIONAL SERVICES	-	-	75,000	- %
100-4100-40-521300	TECHNICAL SERVICES	424	116,155	150,200	77.33 %
100-4100-40-522230	REP & MAINT-VEHICLES	2,465	9,085	15,000	60.56 %
100-4100-40-522240	STREETLIGHT MAINTENANCE	664	5,603	15,000	37.35 %
100-4100-40-522260	GUARDRAIL MAINTENANCE	-	-	25,000	- %
100-4100-40-522270	SIDEWALK MAINTENANCE	-	-	25,000	- %
100-4100-40-522280	FIBER MAINTENANCE	-	12,458	30,000	41.53 %
100-4100-40-523200	COMMUNICATIONS	2,611	18,426	37,000	49.80 %
100-4100-40-523500	TRAVEL	-	-	7,500	- %
100-4100-40-523600	DUES & FEES	350	2,683	7,000	38.33 %
100-4100-40-523700	EDUCATION/TRAINING	385	1,670	20,000	8.35 %
100-4100-40-523900	CONTRACTUAL SERVICES	222,600	2,100,141	4,648,000	45.18 %
100-4100-40-531100	GENERAL OPERATING SUPPLIES	3,426	6,088	30,000	20.29 %
100-4100-40-531235	STREET LIGHTS	119,294	705,571	1,475,000	47.84 %
100-4100-40-531270	GASOLINE	1,428	9,510	20,000	47.55 %
100-4100-40-531600	SMALL TOOLS & EQUIPMENT	8,185	12,607	20,000	63.03 %
100-4100-40-531700	OTHER SUPPLIES	-	404	-	- %
100-4100-40-531700 COMMU	MATERIALS--COMMUNITY APPEAR	-	404	5,000	8.07 %
100-4100-40-531700 SIGNA	MATERIALS--TRAFFIC SIGNAL MAIN	2,461	101,209	160,000	63.26 %
100-4100-40-531700 STORM	MATERIALS--STORMWATER MAINT	971	6,542	30,000	21.81 %
100-4100-40-531700 STREE	MATERIALS--STREET MAINT	11,797	115,168	180,000	63.98 %
100-4100-40-531700 WASTE	MATERIALS--WASTE HAUL	1,000	6,000	35,000	17.14 %
100-4100-40-531750	UNIFORMS	841	1,099	5,000	21.99 %
100-4100-40-572000	PAYMENTS TO OTHER AGENCIES	49,356	96,816	175,000	55.32 %
100-4100-40-579000	CONTINGENCIES	-	-	86,000	- %
Operations & Capital		428,258	3,327,637	7,275,700	45.74 %
TOTAL PUBLIC WORKS		714,535	5,324,076	11,018,972	48.32 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
FLEET MANAGEMENT EXPENDITURES					
100-4900-10-511100	SALARIES	8,037	57,067	103,900	54.92 %
100-4900-10-512101	HEALTH INSURANCE	527	3,548	7,900	44.92 %
100-4900-10-512102	DISABILITY INSURANCE	22	155	500	30.91 %
100-4900-10-512103	DENTAL INSURANCE	25	174	500	34.78 %
100-4900-10-512104	LIFE INSURANCE	50	348	900	38.63 %
100-4900-10-512200	SOCIAL SECURITY	475	3,367	6,400	52.61 %
100-4900-10-512300	MEDICARE	111	787	1,500	52.50 %
100-4900-10-512401	401A RETIREMENT	710	5,112	12,500	40.90 %
100-4900-10-512402	401A RETIREMENT-457 MATCH	296	2,188	5,200	42.08 %
100-4900-10-512600	UNEMPLOYMENT TAX	28	28	500	5.64 %
100-4900-10-512700	WORKERS' COMPENSATION	-	150	200	75.08 %
Salaries & Benefits		10,282	72,925	140,000	52.09 %
100-4900-10-521200	PROFESSIONAL SERVICES	21,097	29,250	90,000	32.50 %
100-4900-10-521300	TECHNICAL SERVICES	-	18,937	20,000	94.69 %
100-4900-10-523200	COMMUNICATIONS	40	357	1,000	35.69 %
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		21,137	48,545	117,700	41.24 %
TOTAL FLEET MANAGEMENT		31,419	121,470	257,700	47.14 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
PARKS & RECREATION EXPENDITURES					
100-6110-50-511100	SALARIES	61,170	442,211	846,300	52.25 %
100-6110-50-511201	PT/TEMP EMPLOYEES - ATHLETICS	3,251	41,063	150,000	27.38 %
100-6110-50-511202	PT/TEMP EMPLOYEES - PARK	6,924	51,897	120,000	43.25 %
100-6110-50-511203	PT/TEMP EMPLOYEES-LEISURE	1,578	15,126	82,000	18.45 %
100-6110-50-512101	HEALTH INSURANCE	8,718	56,363	102,000	55.26 %
100-6110-50-512102	DISABILITY INSURANCE	228	1,514	3,400	44.52 %
100-6110-50-512103	DENTAL INSURANCE	399	2,763	5,400	51.17 %
100-6110-50-512104	LIFE INSURANCE	512	3,401	7,200	47.24 %
100-6110-50-512200	SOCIAL SECURITY	4,419	31,586	74,300	42.51 %
100-6110-50-512300	MEDICARE	1,034	7,769	17,400	44.65 %
100-6110-50-512401	401A RETIREMENT	7,335	52,827	101,600	52.00 %
100-6110-50-512402	401A RETIREMENT-457 MATCH	2,910	21,812	42,300	51.57 %
100-6110-50-512600	UNEMPLOYMENT TAX	252	416	4,200	9.91 %
100-6110-50-512700	WORKERS' COMPENSATION	-	18,664	15,700	118.88 %
Salaries & Benefits		98,731	747,413	1,571,800	47.55 %
100-6110-50-521300	TECHNICAL SERVICES	-	13,440	13,440	100.00 %
100-6110-50-522100	CLEANING SERVICES	5,600	33,600	68,000	49.41 %
100-6110-50-522220	REP & MAINT-BUILDINGS	6,361	20,825	55,000	37.86 %
100-6110-50-522230	REP & MAINT-VEHICLES	28	531	2,500	21.26 %
100-6110-50-522240	REP & MAINT-PARKS	11,492	88,761	235,000	37.77 %
100-6110-50-523200	COMMUNICATIONS	1,205	7,400	14,000	52.86 %
100-6110-50-523300	ADVERTISING	427	3,115	10,000	31.15 %
100-6110-50-523500	TRAVEL	-	-	1,000	- %
100-6110-50-523600	DUES & FEES	100	1,843	3,000	61.43 %
100-6110-50-523700	EDUCATION/TRAINING	-	30	31,000	0.10 %
100-6110-50-523900	CONTRACTUAL SERVICES	16,792	451,326	974,200	46.33 %
100-6110-50-523950	MERCHANT SVCS CHARGES	107	2,811	12,500	22.49 %
100-6110-50-531100	GENERAL OPERATING SUPPLIES	87	1,342	6,000	22.36 %
100-6110-50-531102	PROGRAM SUPPLIES	1,576	3,779	25,000	15.12 %
100-6110-50-531210	WATER	4,292	52,569	75,000	70.09 %
100-6110-50-531220	NATURAL GAS	1,830	7,018	13,500	51.98 %
100-6110-50-531230	ELECTRICITY	12,927	70,075	165,000	42.47 %
100-6110-50-531270	GASOLINE	732	4,568	15,000	30.46 %
100-6110-50-531600	SMALL TOOLS & EQUIPMENT	5,321	8,104	35,000	23.15 %
100-6110-50-531750	UNIFORMS	160	825	3,000	27.51 %
100-6110-50-579000	CONTINGENCIES	-	-	20,000	- %
Operations & Capital		69,038	771,962	1,777,140	43.44 %
TOTAL PARKS & RECREATION		167,769	1,519,375	3,348,940	45.37 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
COMMUNITY DEVELOPMENT EXPENDITURES					
100-7450-60-511100	SALARIES	172,873	1,220,045	2,237,200	54.53 %
100-7450-60-512101	HEALTH INSURANCE	30,089	203,570	372,600	54.63 %
100-7450-60-512102	DISABILITY INSURANCE	651	4,436	9,500	46.70 %
100-7450-60-512103	DENTAL INSURANCE	1,121	7,806	14,900	52.39 %
100-7450-60-512104	LIFE INSURANCE	1,405	9,558	20,300	47.08 %
100-7450-60-512200	SOCIAL SECURITY	10,251	72,782	138,700	52.47 %
100-7450-60-512300	MEDICARE	2,397	17,022	32,400	52.54 %
100-7450-60-512401	401A RETIREMENT	19,838	143,219	268,500	53.34 %
100-7450-60-512402	401A RETIREMENT-457 MATCH	7,660	57,927	111,900	51.77 %
100-7450-60-512600	UNEMPLOYMENT TAX	602	650	11,200	5.81 %
100-7450-60-512700	WORKERS' COMPENSATION	(2)	31,337	4,500	696.39 %
Salaries & Benefits		246,885	1,768,353	3,221,700	54.89 %
100-7450-60-521300	TECHNICAL SERVICES	175	3,312	99,000	3.35 %
100-7450-60-522230	REP & MAINT-VEHICLES	822	6,469	15,000	43.13 %
100-7450-60-523200	COMMUNICATIONS	2,412	17,031	25,000	68.12 %
100-7450-60-523300	ADVERTISING	780	7,809	15,000	52.06 %
100-7450-60-523500	TRAVEL	-	3,047	13,000	23.44 %
100-7450-60-523600	DUES & FEES	419	2,105	10,000	21.05 %
100-7450-60-523700	EDUCATION/TRAINING	-	6,705	18,000	37.25 %
100-7450-60-523900	CONTRACTUAL SERVICES	-	27,570	75,000	36.76 %
100-7450-60-523950	MERCHANT SVCS CHARGES	6	36	1,000	3.60 %
100-7450-60-531100	GENERAL OPERATING SUPPLIES	66	2,299	20,000	11.50 %
100-7450-60-531270	GASOLINE	1,148	8,251	23,000	35.87 %
100-7450-60-531300	HOSPITALITY	-	-	10,000	- %
100-7450-60-531750	UNIFORMS	-	1,108	10,000	11.08 %
Operations & Capital		5,827	85,741	334,000	25.67 %
TOTAL COMMUNITY DEVELOPMENT		252,713	1,854,094	3,555,700	52.14 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ECONOMIC DEVELOPMENT EXPENDITURES					
100-7520-60-511100	SALARIES	12,776	83,265	147,100	56.60 %
100-7520-60-512101	HEALTH INSURANCE	2,744	18,751	37,000	50.68 %
100-7520-60-512102	DISABILITY INSURANCE	42	297	700	42.43 %
100-7520-60-512103	DENTAL INSURANCE	158	1,103	2,200	50.13 %
100-7520-60-512104	LIFE INSURANCE	95	668	1,400	47.69 %
100-7520-60-512200	SOCIAL SECURITY	748	4,862	9,100	53.43 %
100-7520-60-512300	MEDICARE	175	1,137	2,100	54.15 %
100-7520-60-512401	401A RETIREMENT	1,195	9,654	17,600	54.85 %
100-7520-60-512402	401A RETIREMENT-457 MATCH	498	4,134	7,400	55.87 %
100-7520-60-512600	UNEMPLOYMENT TAX	44	44	800	5.56 %
100-7520-60-512700	WORKERS' COMPENSATION	-	877	300	292.50 %
Salaries & Benefits		18,476	124,792	225,700	55.29 %
100-7520-60-521205	PROF SVCS-OTHER	425	76,925	92,000	83.61 %
100-7520-60-523200	COMMUNICATIONS	79	556	1,000	55.56 %
100-7520-60-523300	ADVERTISING	-	5,113	18,700	27.34 %
100-7520-60-523500	TRAVEL	-	-	2,000	- %
100-7520-60-523600	DUES & FEES	4,074	9,138	15,100	60.51 %
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	3,000	2.35 %
Operations & Capital		4,578	93,310	133,800	69.74 %
TOTAL ECONOMIC DEVELOPMENT		23,054	218,102	359,500	60.67 %

**GENERAL FUND REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
TRANSFERS EXPENDITURES					
100-9000-90-581300	NOTE PRINCIPAL	16,985	118,122	203,700	57.99 %
100-9000-90-582300	NOTE INTEREST EXPENSE	2,626	19,153	31,700	60.42 %
100-9000-90-611110	TRANSFER OUT TO PAC	403,685	1,211,055	1,614,740	75.00 %
100-9000-90-611351	TRANSFER OUT TO CAPITAL PROJEC	337,708	2,363,958	4,052,500	58.33 %
100-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	-	20,948,650	- %
100-9000-90-611561	XFER OUT TO STORMWATER	102,083	714,583	1,225,000	58.33 %
Operations & Capital		863,087	4,426,872	28,076,290	15.77 %
	TOTAL TRANSFERS	863,087	4,426,872	28,076,290	15.77 %
	TOTAL EXPENDITURES	\$6,234,458	\$43,342,196	\$104,182,675	41.60 %
GENERAL FUND - 100		(\$131,130)	\$34,129,720	(\$10,691,126)	(319.23%)

**CONFISCATED ASSET FUND REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
210-0000-30-351320	STATE SEIZED FUNDS REV	-	13,539	75,000	18.05 %
210-0000-30-351325	FEDERAL SEIZED FUNDS REV	-	842	125,000	0.67 %
	TOTAL FINES & FORFEITURES	-	14,381	200,000	7.19 %
	TOTAL REVENUES	\$-	\$14,381	\$200,000	7.19 %
POLICE EXPENDITURES					
210-3210-30-521200	PROFESSIONAL SERVICES	-	11,475	-	- %
210-3210-30-523700	EDUCATION/TRAINING	-	12,500	-	- %
210-3210-30-531600	SMALL TOOLS & EQUIPMENT	36,960	173,318	200,000	86.66 %
	TOTAL POLICE	36,960	197,293	200,000	98.65 %
	TOTAL EXPENDITURES	\$36,960	\$197,293	\$200,000	98.65 %
CONFISCATED ASSET FUND - 210		(\$36,960)	(\$182,912)	\$-	- %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
215-0000-30-342500	ALL REVENUE	261,344	1,378,982	3,000,000	45.97 %
	TOTAL CHARGES & FEES	261,344	1,378,982	3,000,000	45.97 %
	TOTAL REVENUES	\$261,344	\$1,378,982	\$3,000,000	45.97 %
EMERGENCY MANAGEMENT EXPENDITURES					
215-3810-30-572000	PAYMENTS TO OTHER AGENCIES	261,344	1,378,982	3,000,000	45.97 %
	TOTAL EMERGENCY MANAGEMENT	261,344	1,378,982	3,000,000	45.97 %
	TOTAL EXPENDITURES	\$261,344	\$1,378,982	\$3,000,000	45.97 %
E911 FUND - 215		\$-	\$-	\$-	- %

**TREE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
220-0000-50-341320	DEVELOPMENT IMPACT FEES	10,417	133,674	150,000	89.12 %
	TOTAL CHARGES & FEES	10,417	133,674	150,000	89.12 %
	TOTAL REVENUES	\$10,417	\$133,674	\$150,000	89.12 %
TREE FUND EXPENSE EXPENDITURES					
220-6240-00-523900	CONTRACTUAL SERVICES	12,113	68,363	234,000	29.21 %
220-6240-00-541200	SITE IMPROVEMENTS	2,154	8,221	275,000	2.99 %
	TOTAL TREE FUND EXPENSE	14,267	76,584	509,000	15.05 %
	TOTAL EXPENDITURES	\$14,267	\$76,584	\$509,000	15.05 %
TREE FUND - 220		(\$3,850)	\$57,090	(\$359,000)	(15.90%)

**IMPACT FEE FUND REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

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

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
245-0000-60-361000	INTEREST REVENUE	1,674	3,370	-	- %
	TOTAL INVESTMENT INCOME	1,674	3,370	-	- %
245-0000-60-331100 CARES	FEDERAL MATCHING GRANTS	-	357,609	384,260	93.06 %
245-0000-60-331100 CDB19	FEDERAL MATCHING GRANTS	-	458,798	610,686	75.13 %
245-0000-60-331100 CDB20	FEDERAL MATCHING GRANTS	-	-	653,208	- %
	TOTAL OTHER REVENUES	-	816,407	1,648,154	49.53 %
	TOTAL REVENUES	\$1,674	\$819,776	\$1,648,154	49.74 %
CDBG-CARES EXPENDITURES					
245-5500-60-521240 ACT20	PROF SVCS-NON-PROFITS	-	319,260	319,260	100.00 %
245-5500-60-521240 ACT21	PROF SVCS-NON-PROFITS	-	22,876	40,000	57.19 %
245-5500-60-521240 ACT22	PROF SVCS-NON-PROFITS	-	15,473	25,000	61.89 %
	TOTAL CDBG-CARES	-	357,609	384,260	93.06 %
COMMUNITY DEVELOPMENT BLOCK GR EXPENDITURES					
245-7450-60-541400 AC181	INFRASTRUCTURE	1,165	419,354	1,221,469	34.33 %
245-7450-60-541400 AC182	INFRASTRUCTURE	17,486	17,915	2,180,000	0.82 %
	TOTAL COMMUNITY DEVELOPMENT BLO	18,651	437,269	3,401,469	12.86 %
CDBG FUND DEBT SERVICE EXPENDITURES					
245-8000-00-581300 ACT19	NOTE PRINCIPAL	-	-	653,208	- %
245-8000-00-582300 ACT19	NOTE INTEREST EXPENSE	-	40,608	81,217	50.00 %
	TOTAL CDBG FUND DEBT SERVICE	-	40,608	734,425	5.53 %
	TOTAL EXPENDITURES	\$18,651	\$835,486	\$4,520,154	18.48 %
CDBG FUND - 245		(\$16,977)	(\$15,710)	(\$2,872,000)	0.55 %

**HOTEL/MOTEL TAX FUND REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
275-0000-50-314100	HOTEL/MOTEL TAX	191,003	1,080,625	2,550,800	42.36 %
	TOTAL TAXES	191,003	1,080,625	2,550,800	42.36 %
	TOTAL REVENUES	\$191,003	\$1,080,625	\$2,550,800	42.36 %
TRANSFERS EXPENDITURES					
275-9000-90-611100	TRANSFER TO GENERAL FUND	129,615	733,312	728,600	100.65 %
275-9000-90-611360	TRANSFER OUT TO FAC AUTH	-	-	1,002,400	- %
275-9000-90-611850	TRANSFER TO HOSPITALITY	61,388	347,313	819,800	42.37 %
	TOTAL TRANSFERS	191,003	1,080,625	2,550,800	42.36 %
	TOTAL EXPENDITURES	\$191,003	\$1,080,625	\$2,550,800	42.36 %
HOTEL/MOTEL TAX FUND - 275		\$-	\$-	\$-	- %

**RENTAL MOTOR VEH EXCISE TAX FD REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
280-0000-90-314400	EXCISE TAX ON RENTAL MV	6,954	44,323	60,000	73.87 %
	TOTAL TAXES	6,954	44,323	60,000	73.87 %
	TOTAL REVENUES	\$6,954	\$44,323	\$60,000	73.87 %
RMVET EXPENDITURES EXPENDITURES					
280-9000-90-611100	TRANSFER TO GENERAL FUND	6,954	44,323	60,000	73.87 %
	TOTAL RMVET EXPENDITURES	6,954	44,323	60,000	73.87 %
	TOTAL EXPENDITURES	\$6,954	\$44,323	\$60,000	73.87 %
RENTAL MOTOR VEH EXCISE TAX FD - 280		\$-	\$-	\$-	- %

PROJECT DESCRIPTION	PROJ #	JANUARY MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
REVENUES						
T-SPLOST TAX		2,031,920	10,036,722	68,560,815	119,321,802	50,760,987
FEDERAL MATCHING GRANTS	TS131	-	-	-	4,500,000	4,500,000
INTEREST REVENUE		-	-	247,459	-	(247,459)
		\$2,031,920	\$10,036,722	\$68,808,274	\$123,821,802	\$55,013,529
TRANSPORTATION						
TIER 1 - UNCOMMITTED	TS100	-	-	-	970,710	970,710
TEI-Spalding@Dalrymple/Trowbridge	TS103	75,019	719,339	2,409,768	2,421,725	11,957
TEI-Roswell@GrogansFerry	TS105	210	137,799	801,536	5,700,000	4,898,464
TEI-Riverview@Northside	TS106	236,259	283,044	621,338	2,500,000	1,878,662
TEI-SCOOT Upgrade	TS107	220,536	409,864	1,438,268	1,550,000	111,732
TEI-Roswell@Dalrymple	TS108	-	36,855	214,473	1,110,000	895,527
TEI-MountParan@PowersFerry	TS110	-	3,161	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	18,314	464,006	1,210,417	1,216,868	6,451
SWP-Northwood:Kingsport/Roswell	TS165	-	-	268,968	268,968	-
SWP-Spalding:SpaldingLake/Publix	TS166	398	1,214	776,288	1,418,537	642,249
SWP-BrandonMill:MarshCr/LostForest	TS167	-	120,210	1,294,833	1,666,086	371,253
SWP-Dalrymple:Princeton/Duncourtney	TS168	632	22,206	127,342	600,000	472,658
SWP-DunwoodyClub:Spalding/Fenimore	TS169	87,809	113,431	250,443	586,350	335,907
SWP-InterstateN:CityLimit/Northside	TS170	21,524	421,084	687,769	2,280,240	1,592,471
SWP-Roberts:Northridge/DavisAcademy	TS171	445	41,633	468,607	420,000	(48,607)
SWP-BrandonMill:LostForest/BrandonR	TS172	-	31,299	191,087	900,150	709,063
JohnsonFerry/MountVernon Efficiency	TS191	22,864	169,382	1,870,309	23,021,614	21,151,305
MountVernon Multiuse Path	TS192	19,563	74,465	1,064,114	9,873,198	8,809,084
Hammond Phase 1 (ROW/Design)	TS193	22,779	94,989	11,044,273	14,361,016	3,316,743
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	47,344	363,568	3,580,251	9,029,677	5,449,426
		\$773,696	\$3,513,682	\$29,928,283	\$123,821,802	\$93,893,519
T-SPLOST PROJECTS FUND - 335		\$1,258,224	\$6,523,040	\$38,879,990	\$-	(\$38,879,990)

PROJECT DESCRIPTION	PROJ #	JANUARY MTD ACTUAL	2021 YTD ACTUAL	CUMULATIVE ACTUAL	CUMULATIVE BUDGET	AVAILABLE BUDGET
CAPITAL CONTINGENCY	C9999	-	-	-	5,894,175	5,894,175
		\$-	\$-	\$-	\$5,894,175	\$5,894,175
FACILITIES						
HERITAGE BLUESTONE BLDG	F0002	66,150	230,956	2,189,874	2,189,874	-
FIRE STATION	F0004	28,605	229,122	1,928,971	1,253,957	(675,014)
TROWBRIDGE FACILITY	F0005	287	256,312	2,162,347	2,260,000	97,653
BACK-UP E911 CALL CENTER	F0007	-	8,181	8,181	350,000	341,819
CULTURAL CENTER	F0008	8,302	21,052	21,052	2,500,000	2,478,948
PUBLIC SAFETY BUILDING	F0009	-	14,813	59,250	100,000	40,750
		\$103,345	\$760,436	\$6,369,675	\$8,653,831	\$2,284,155
CITY CENTER						
LAND ACQUISITION & DEMOLITION	CC001	-	35,100	34,080,286	35,240,213	1,159,927
UTILITIES RELOCATION	CC006	-	-	40,000	2,770,000	2,730,000
SANDY SPRINGS CIRCLE PHASE 2	CC010	920	332,628	6,234,457	8,087,570	1,853,113
FURNITURE FIXTURES & EQUIPMENT	CC011	-	-	7,770,465	7,834,555	64,090
		\$920	\$367,728	\$48,125,208	\$53,932,338	\$5,807,129
PARKS						
SS TENNIS CENTER	P0006	-	1,200	791,774	787,679	(4,095)
HAMMOND PARK IMPROVEMENTS	P0007	-	-	3,799,438	4,208,981	409,543
MORGAN FALLS OVERLOOK PARK	P0009	-	-	4,163,119	4,365,033	201,914
MORGAN FALLS ATHLETIC FIELDS	P0010	-	201,787	5,575,239	5,584,130	8,891
ALLEN ROAD PARK	P0013	5,321	80,131	383,099	440,415	57,316
CROOKED CREEK PARK	P0020	8,005	74,478	421,213	448,607	27,394
ISON SPRINGS ELEMENTARY (IGA)	P0025	24,000	142,721	204,677	250,000	45,323
CITY TRAIL CONSTRUCTION	P0028	-	600	277,750	750,000	472,250
RIVERSHORE FLOODPLAIN	P0029	1,000	1,000	19,900	125,000	105,100
TRIANGLE PARK	P0030	2,500	2,500	52,511	55,000	2,489
PARKLAND ACQUISITION	P0031	15,870	22,290	2,048,774	2,100,000	51,226
		\$56,696	\$526,707	\$17,737,495	\$19,114,845	\$1,377,350
TRANSPORTATION						
ROSWELL ROAD PHASE I	T0019	-	720	232,241	8,406,826	8,174,585
CHATTAHOOCHEE RIVER BRIDGE	T0035	2,743	21,213	123,611	760,000	636,389
GLENRIDGE @ ROSWELL RD INTERSECTION	T0043	-	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	-	58,468	1,699,535	1,721,735	22,201
CITY CENTER TRANSPORTATION NETWORK	T0058	-	5,687	3,683,243	3,915,000	231,757
BIKE/PED/TRAIL DESIGN & IMPEM	T0060	7,288	93,954	1,840,447	2,126,919	286,472
CITY SPRINGS STREETSCAPES	T0062	17,739	229,947	1,556,642	1,850,000	293,358
NORTH END REVITALIZATION	T0063	21,921	253,441	634,831	1,750,000	1,115,169
PEACHTREE @ TELFORD IMPROVEMENT	T0064	420	83,690	247,978	1,750,000	1,502,022
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	10,822	52,711	70,451	350,000	279,549
TRANSPORTATION MASTER PLAN	T0068	11,305	160,865	350,000	350,000	-
PEACHTREE-DUNWOODY@WINDSOR	T0069	-	4,750	156,125	1,200,000	1,043,875
ACCESS MANAGEMENT PLAN	T0070	-	-	-	100,000	100,000
		\$72,237	\$1,230,662	\$16,266,266	\$30,884,032	\$14,617,766
TRANSPORTATION						
WATER RELIABILITY PROGRAM	T2000	2,969	22,325	779,645	1,000,000	220,355
SR400 ENHANCEMENTS	T2001	-	-	-	5,900,940	5,900,940
PAVEMENT MANAGEMENT PROGRAM	T3000	21,364	2,435,033	52,364,414	52,662,568	298,154
CITY BEAUTIFICATION PROGRAM	T4000	2,208	22,880	172,256	402,572	230,317
SIDEWALK PROGRAM	T6000	505	9,389	10,163,336	10,630,500	467,164
INTERSECTIONS & OPERATIONAL	T7000	12,400	148,907	5,965,619	6,391,048	425,429
GUARDRAIL REPLACEMENT PROGRAM	T7500	-	10,005	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	54,988	54,988	132,000	200,000	68,000
TRAFFIC MANAGEMENT PROGRAM	T9500	36,732	283,261	5,836,514	6,386,507	549,993
TRAFFIC CALMING	T9600	8,445	35,688	305,906	354,823	48,917
		\$139,610	\$3,037,675	\$77,558,287	\$88,717,989	\$11,159,703

PROJECT DESCRIPTION	PROJ #	JANUARY 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		\$372,808	\$5,934,744	\$166,211,844	\$207,519,710	\$41,307,866

**PUBLIC FACILITIES AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
360-0000-10-361000	INTEREST REVENUE	13	750,083	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	-	26,140,600	37,330,600	70.02 %
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	-	394,848,798	171,400,000	230.37 %
TOTAL PUBLIC FACILITIES AUTH REVENU		13	452,919,447	240,402,000	188.40 %
360-9000-90-381100	CONTINGENT PAYMENT	-	1,519,120	-	- %
360-9000-90-391100	TRANSFER IN FROM GENERAL FUND	-	35,353,154	45,111,804	78.37 %
360-9000-90-393100	REVENUE BOND PROCEEDS	-	8,299,542	8,299,542	100.00 %
TOTAL PFA OTHER FINANCING USES		-	45,171,816	53,411,346	84.57 %
TOTAL REVENUES		\$13	\$498,091,263	\$293,813,346	169.53 %
PUBLIC FACILITIES - PUB SAF EXPENDITURES					
360-3100-00-541300 PF002	BUILDINGS	210	11,061,989	11,190,000	98.86 %
TOTAL PUBLIC FACILITIES - PUB SAF		210	11,061,989	11,190,000	98.86 %
PUBLIC FACILITIES AUTH CONSTR EXPENDITURES					
360-6220-00-521200	PROFESSIONAL SERVICES	-	19,296,211	19,323,125	99.86 %
360-6220-00-541400	INFRASTRUCTURE	-	195,012,878	196,882,073	99.05 %
360-6220-00-541405	INFRASTRUCTURE - OTHER	-	648,025	775,000	83.62 %
360-6220-00-541410	INFRASTRUCTURE - SPECIAL	1,182	10,672,717	10,945,260	97.51 %
360-6220-00-579000	CONTINGENCIES	-	-	1,286,542	- %
TOTAL PUBLIC FACILITIES AUTH CONSTR		1,182	225,629,831	229,212,000	98.44 %
PUBLIC FACILITIES AUTH DEBT EXPENDITURES					
360-8000-00-581100	PRINCIPAL DEBT RETIREMENT	-	13,309,325	13,150,000	101.21 %
360-8000-00-582100	INTEREST EXPENSE	-	32,888,685	39,347,335	83.59 %
360-8000-00-584000	COSTS OF ISSUANCE	-	3,412,917	914,011	373.40 %
360-8000-00-584100	REFUNDING ESCROW	-	220,949,891	-	- %
TOTAL PUBLIC FACILITIES AUTH DEBT		-	270,560,819	53,411,346	506.56 %
PFA OTHER FINANCING USES EXPENDITURES					
360-9000-90-611100	TRANSFER TO GENERAL FUND	-	(11,190,000)	-	- %
TOTAL PFA OTHER FINANCING USES		-	(11,190,000)	-	- %
TOTAL EXPENDITURES		\$1,392	\$496,062,639	\$293,813,346	168.84 %
PUBLIC FACILITIES AUTHORITY - 360		(\$1,379)	\$2,028,624	\$-	- %

**CREATE SANDY SPRINGS REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

GL ACCOUNT	DESCRIPTION	JANUARY 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	(835)	23,539	770,000	3.06 %
555-0000-55-347920	F&B REVENUE	-	3,640	547,100	0.67 %
	TOTAL CHARGES & FEES	(835)	27,179	3,233,900	0.84 %
555-0000-56-389000	OTHER CONTRIBUTIONS	211	2,457	263,000	0.93 %
555-0000-56-389900	MISCELLANEOUS INCOME	-	14,563	70,600	20.63 %
	TOTAL MISCELLANEOUS	211	17,020	333,600	5.10 %
555-0000-90-391100	TRANSFER IN FROM GENERAL FUND	403,685	1,211,055	1,614,740	75.00 %
	TOTAL OTHER FINANCING SOURCES	403,685	1,211,055	1,614,740	75.00 %
555-0000-50-336000	PROGRAMMING GRANT	-	-	603,020	- %
	TOTAL OTHER REVENUES	-	-	603,020	- %
	TOTAL REVENUES	\$403,061	\$1,255,254	\$5,785,260	21.70 %
ARTS CENTER - ADMINISTRATION EXPENDITURES					
555-6191-51-511100	SALARIES	104,213	745,711	1,553,000	48.02 %
555-6191-51-511200	PT/TEMP EMPLOYEES	-	-	205,300	- %
555-6191-51-512101	HEALTH INSURANCE	14,714	102,196	188,500	54.22 %
555-6191-51-512102	DISABILITY INSURANCE	354	2,449	6,800	36.02 %
555-6191-51-512103	DENTAL INSURANCE	654	4,625	8,800	52.56 %
555-6191-51-512104	LIFE INSURANCE	796	5,503	12,300	44.74 %
555-6191-51-512200	SOCIAL SECURITY	6,229	44,479	110,500	40.25 %
555-6191-51-512300	MEDICARE	1,457	10,402	25,800	40.32 %
555-6191-51-512401	401A RETIREMENT	12,506	88,182	186,400	47.31 %
555-6191-51-512402	401A RETIREMENT-457 MATCH	4,853	33,832	77,700	43.54 %
555-6191-51-512600	UNEMPLOYMENT TAX	370	370	8,900	4.15 %
555-6191-51-512700	WORKERS' COMPENSATION	-	1,471	3,600	40.85 %
555-6191-51-521250	PROF SVCS-LEGAL	-	-	20,000	- %
555-6191-51-521300	TECHNICAL SERVICES	5,685	28,782	96,780	29.74 %
555-6191-51-522100	CLEANING SERVICES	-	-	50,000	- %
555-6191-51-523200	COMMUNICATIONS	1,576	8,955	79,160	11.31 %
555-6191-51-523300	ADVERTISING	-	3,995	180,000	2.22 %
555-6191-51-523350	PROMOTIONS	-	-	50,000	- %
555-6191-51-523400	PRINTING & BINDING	-	120	9,500	1.26 %
555-6191-51-523500	TRAVEL	-	-	9,050	- %
555-6191-51-523600	DUES & FEES	2,534	3,989	5,500	72.53 %
555-6191-51-523700	EDUCATION/TRAINING	-	1,375	3,900	35.26 %
555-6191-51-523800	LICENSES	1,160	1,160	6,400	18.13 %
555-6191-51-523900	CONTRACTUAL SERVICES	-	-	11,000	- %
555-6191-51-523950	MERCHANT SVCS CHARGES	286	1,859	24,000	7.74 %
555-6191-51-531100	GENERAL SUPPLIES & MATLS	129	3,910	6,650	58.80 %
555-6191-51-531300	HOSPITALITY	-	-	5,000	- %
555-6191-51-531750	UNIFORMS	-	2,557	4,000	63.92 %
555-6191-51-541200	SITE IMPROVEMENTS	-	-	25,000	- %
555-6191-51-542100	MACHINERY & EQUIPMENT	-	-	155,000	- %
555-6191-51-542300	FURNITURE & FIXTURES	-	-	20,000	- %
555-6191-51-579000	CONTINGENCIES	-	-	40,000	- %
	TOTAL ARTS CENTER - ADMINISTRATION	157,515	1,095,923	3,188,540	34.37 %

GL ACCOUNT	DESCRIPTION	JANUARY 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	165	15,902	103,000	15.44 %
555-6192-52-522330	OTHER RENTALS	-	-	50,600	- %
555-6192-52-523300	ADVERTISING	-	17	122,000	0.01 %
555-6192-52-523850	ARTIST FEES	-	8,500	780,000	1.09 %
555-6192-52-523900	CONTRACTUAL SERVICES	-	-	127,170	- %
555-6192-52-531100	GENERAL SUPPLIES & MATLS	-	2,597	26,500	9.80 %
555-6192-52-531300	HOSPITALITY	-	-	37,800	- %
555-6192-52-531500	COSTS OF GOODS SOLD	1,711	9,289	70,300	13.21 %
555-6192-52-531600	SMALL TOOLS & EQUIPMENT	-	14,009	72,000	19.46 %
555-6192-52-531700	OTHER SUPPLIES	-	-	4,500	- %
TOTAL ARTS CENTER - THEATRE		1,876	50,315	1,493,870	3.37 %

GL ACCOUNT	DESCRIPTION	JANUARY 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	34	1,537	51,000	3.01 %
555-6193-53-531500	COSTS OF GOODS SOLD	-	66	80,400	0.08 %
555-6193-53-531600	SMALL TOOLS & EQUIPMENT	-	-	35,000	- %
555-6193-53-531700	OTHER SUPPLIES	60	254	8,000	3.17 %
TOTAL ARTS CENTER - CONFERENCE CTR		94	4,679	232,400	2.01 %

GL ACCOUNT	DESCRIPTION	JANUARY 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	- %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - SPECIAL EVENTS EXPENDITURES					
555-6195-55-523300	ADVERTISING	6,108	26,458	102,200	25.89 %
555-6195-55-531100	GENERAL SUPPLIES & MATLS	-	296	19,600	1.51 %
555-6195-55-531300	HOSPITALITY	-	206	3,800	5.42 %
555-6195-55-531350	SPECIAL EVENTS	20,802	215,596	454,450	47.44 %
555-6195-55-531500	COSTS OF GOODS SOLD	-	-	2,000	- %
TOTAL ARTS CENTER - SPECIAL EVENTS		26,910	242,556	582,050	41.67 %

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
ARTS CENTER - HERITAGE EXPENDITURES					
555-6196-56-521200	PROFESSIONAL SERVICES	3,500	16,380	24,000	68.25 %
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		3,500	16,596	69,000	24.05 %
TOTAL EXPENDITURES		\$189,895	\$1,410,069	\$5,785,260	24.37 %
CREATE SANDY SPRINGS - 555		\$213,166	(\$154,815)	\$-	- %

**STORMWATER FUND REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

GL ACCOUNT	DESCRIPTION	JANUARY MTD ACTUAL	YTD ACTUAL	ADOPTED BUDGET	% OF BUDGET
REVENUES					
561-0000-90-391100	TRANSFER IN FROM GENERAL FUND	102,083	12,764,583	13,275,000	96.16 %
	TOTAL OTHER FINANCING SOURCES	102,083	12,764,583	13,275,000	96.16 %
	TOTAL REVENUES	\$102,083	\$12,764,583	\$13,275,000	96.16 %
STORMWATER CAPITAL MAINT & IMP EXPENDITURES					
561-4250-40-521200	PROFESSIONAL SERVICES	16,280	825,228	975,476	84.60 %
561-4250-40-521200 GREEN	PROFESSIONAL SERVICES	4,524	38,541	136,066	28.33 %
561-4250-40-541450	STORMWATER IMPROVEMENT	174,881	7,265,900	9,212,549	78.87 %
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 &	195,685	9,686,665	12,166,088	79.62 %
STORMWATER OPERATIONS EXPENDITURES					
561-4320-40-521200	PROFESSIONAL SERVICES	2,651	131,086	139,134	94.22 %
561-4320-40-522240	REP & MAINT-OTHER	5,512	1,092,771	1,182,919	92.38 %
561-4320-40-523900	CONTRACTUAL SERVICES	-	170,100	187,541	90.70 %
561-4320-40-542100	MACHINERY & EQUIPMENT	-	56,697	66,697	85.01 %
	TOTAL STORMWATER OPERATIONS	8,163	1,450,653	1,576,291	92.03 %
	TOTAL EXPENDITURES	\$203,848	\$11,137,318	\$13,742,379	81.04 %
STORMWATER FUND - 561		(\$101,764)	\$1,627,265	(\$467,379)	(348.17%)

**DEVELOPMENT AUTHORITY REVENUES & EXPENDITURES
THROUGH PERIOD 07, JANUARY FY 2021**

03/08/2021

GL ACCOUNT	DESCRIPTION	JANUARY 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	-	2,124	2,500	84.96 %
840-1595-10-523500	TRAVEL	-	-	200	- %
840-1595-10-523700	EDUCATION/TRAINING	-	-	500	- %
	TOTAL DEVELOPMENT AUTHORITY	-	2,124	53,200	3.99 %
TRANSFERS EXPENDITURES					
840-9000-90-611100	TRANSFER TO GENERAL FUND	-	-	600,000	- %
	TOTAL TRANSFERS	-	-	600,000	- %
	TOTAL EXPENDITURES	\$-	\$2,124	\$653,200	0.33 %
DEVELOPMENT AUTHORITY - 840		\$-	(\$2,124)	(\$53,200)	3.99 %