



SANDY SPRINGS

GEORGIA

CITY COUNCIL

Rusty Paul, Mayor

John Paulson – District 1

Melody Kelley – District 2

Melissa Mular – District 3

Jody Reichel – District 4

Tibby DeJulio – District 5

Andy Bauman – District 6

Tuesday, March 1, 2022

Regular Meeting

Following Work Session

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

Live-stream:	Public Meeting Portal (CivicClerk): https://sandyspringsga.civicclerk.com Zoom Webinar: http://spr.gs/citycouncilmeeting
Teleconference:	Phone: (646) 558-8656 Webinar ID: 837 5464 0463
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. **2022-52** Meeting Minutes
February 15, 2022 City Council Work Session
February 15, 2022 City Council Meeting
 - B. **2022-53** Request for Mayor and City Council Consideration of the Acceptance of the Purchase and Sale Agreement and a Permanent Drainage Easement on Property Located at 8845 North River Parkway, Unit 1, in Land Lot 367 of the 6th District, Fulton County, Georgia (Tax ID# 06-0367-0005-001-7); North River Parkway Stormwater Project
(Presented by William H. Martin, Jr., AIA Public Works Director)
 - C. **2022-54** Request for Mayor and City Council Consideration of the Acceptance of an

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.
1 Galambos Way, Sandy Springs, Georgia 30328 • 770-730-5600 • SandySpringsGA.gov



SANDY SPRINGS

GEORGIA

Agreement to Purchase Permanent Drainage Easement on Property Located at 1270 Spalding Drive in Land Lot 384 of the 6th District, City of Sandy Springs (Tax ID #06-0384- LL-011-9); TS-111 Pitts Road at Spalding Drive Intersection Project

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

VII. Presentations

- A. **2022-55** Diversity and Inclusion Task Force Update
(Presented by James E. Bostic, Chair, Diversity and Inclusion Task Force)

VIII. Public Hearing

- A. **2022-56** ABL_BILL#94125
Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for Sandy Springs 215 Nightclub d/b/a La Dona Lounge at 215 North Wood Drive, Suite 8, Sandy Springs, GA 30342. Applicant is Mobin Sheikh for Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits.
(Presented by Toni Jo Howard, Finance Director)
- B. **2022-57** Update and Public Hearing for the Community Development Block Grant Program 2022 Annual Action Plan
(Presented by Michele McIntosh-Ross, Planning & Zoning Manager)

IX. New Business

- A. **2022-58** Request for Mayor and City Council Consideration of the Strategic Alliance Memorandum between the United States Small Business Administration and the City of Sandy Springs for the Small Business Education Program
(Presented by Caroline Davis, Economic Development Manager)
- B. **2022-59** Request for Mayor and City Council Consideration of the Authorization of the Letter Agreement with the Georgia Power Company to Resolve Certain Issues with Respect to Phase V of the City Center Project
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- C. **2022-60** Request for Mayor and City Council Consideration of the Authorization of the Georgia Power Company Stipulated Sum Agreement for Aerial-to-Underground Utility Relocation Agreement (Phases 1, 2, 3) for the TS-191 Johnson Ferry Road at Mt. Vernon Highway Project and Further Authorizing the Mayor to Execute Same

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SANDY SPRINGS

GEORGIA

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

- D. **2022-61** Request for Mayor and City Council Consideration of the Authorization of the Georgia Power Company Stipulated Sum Agreement for Aerial-to-Underground Utility Relocation (Phase 4) for the TS-191 Johnson Ferry Road at Mt. Vernon Highway Project and Further Authorizing the Mayor to Execute Same

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

- E. **2022-62** Request for Mayor and City Council Consideration of the Roadway Lighting Memorandum of Agreement between the City of Sandy Springs and the Georgia Department of Transportation for Roadway Lighting on State Route 9 / Roswell Road from Mt. Paran Road to North of Stewart Drive, and to Authorize the Mayor to Execute the Agreement

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

- F. **2022-63** Request for Mayor and City Council Consideration of an Appointment to the Sandy Springs Board of Appeals

(Presented by Mayor Rusty Paul)

X. Reports

- A. **2022-64** Mayor and Council Report

- B. **2022-65** Staff Reports

XI. Executive Session - Real Estate

XII. Adjournment

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

The City will make reasonable accommodations for those persons.

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: February 3, 2022 Submission for the March 1, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of the Acceptance of the Purchase and Sale Agreement and a Permanent Drainage Easement on Property Located at 8845 North River Parkway, Unit 1, in Land Lot 367 of the 6th District, Fulton County, Georgia (Tax ID# 06-0367-0005-001-7); North River Parkway Stormwater Project

Recommendation:

Staff recommends that the Mayor and City Council accept a Purchase and Sale Agreement and a Permanent Drainage Easement on that tract of land lying and located in Land Lot 367 of the 6th District, Fulton County, Georgia. The property owner is PMC SFR Borrower LLC located at 8845 North River Parkway, Unit 1, as shown in the attached exhibits.

Background:

The acquisition of 5,687 square feet of Permanent Drainage Easement on this property is necessary in order to construct the North River Parkway Stormwater Project. The property owner has accepted the City's offer for the necessary easement rights required to construct the proposed project.

Discussion:

Staff was able to negotiate a reasonable compensation amount for the required land rights with the property owner. The City's contracted appraiser, Craig Hammond, MAI, determined fair market value for the permanent easement area in the amount of \$4,500.00.

Financial Impact:

Sufficient funds are available in the Stormwater Capital Maintenance and Improvements Account budget to fund this acquisition.

Alternatives:

The acquisition reflects the minimum amount of permanent easement required in order to deliver the desired project. The City can decline to execute the Purchase and Sale Agreement and not execute the project as planned.

Review:

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

Created/Initiated - 2/17/2022
Approved - 2/17/2022

Kathy Williams, Staff Attorney
Toni Jo Howard, Finance Director
Dave Wells, Deputy City Manager
Eden Freeman, City Manager

Approved - 2/23/2022
Approved - 2/23/2022
Approved - 2/23/2022
Final Approval - 2/25/2022

Attachments:

1. Fulton Aerial.Profile - 8845 N River.1
2. RE Purchase Agmt - 8845 N River Pkwy.PMC SFR Borrower
3. Resolution 8845 N River Unit 1 Esmt



PARID: 06 036700050017
PMC SFR BORROWER LLC

8845 NORTH RIVER PKWY

Parcel

Parcel ID:	06 036700050017
Property Location:	8845 NORTH RIVER PKWY
Unit:	1
City:	SANDY SPRINGS
Neighborhood:	06524
Improvement Strata:	VA
Property Class:	R3
Land Use Code:	100-Residential vacant **
Living Units:	0
Acres:	.5088
Zoning:	TRC-
Location	6
Fronting:	9 - 9
Parking Type:	3-ON AND OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/8-ALL UNDERGROUND/-

Legal

Tax District	59
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Owners

Owners:	PMC SFR BORROWER LLC
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Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
PMC SFR BORROWER LLC 120 S 6 TH ST STE 2100 MINNEAPOLIS MN 55402		

Sales

Sale Date:	Sale Price:
06-JUN-19	\$0
05-AUG-15	\$0
03-MAR-15	\$165,000
14-SEP-05	\$192,000
11-SEP-96	\$97,500

Sale Details

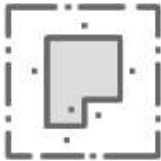
1 of 5

Grantor:	PRETIUM SFR HOLDING 2015-NPL 1, LLC
Grantee:	PMC SFR BORROWER LLC
Sales Date:	06-JUN-19
Sale Price Sale Validity:	M : Sale Includes Multiple Parcels
Sale Source:	6 : PT61
Sales Type:	1 : LAND

Sale Flag:
Deed Book: 60137
Deed Page: 0689
Deed Type: LW

Land

Line Number: 1
Land Type: S - SQUARE FOOT
Land Code: 1
Square Feet: 22,163
Acres: .5088



Sorry, no sketch available
for this record

Item	Area



SANDY SPRINGS

GEORGIA

SALE AND PURCHASE AGREEMENT

PROJECT: North River Parkway Stormwater
 OWNER: PMC SFR Borrower, LLC
 ADDRESS: 8845 North River Parkway, Unit 1, Sandy Springs, GA

PROJECT: NORTH RIVER PKWY
 PARCEL # 8845-Unit 1
 TAX ID: 06-0367-0005-001-7

STATE OF GEORGIA
 COUNTY OF FULTON

For and in consideration of the sum of **FOUR THOUSAND FIVE HUNDRED 00/100 DOLLARS (\$4,500.00)**, the undersigned agrees to execute and deliver to the City of Sandy Springs, Georgia a permanent easement to the following described real estate:

Easement rights upon and through that tract or parcel of land located in Land Lot 367 of the 6TH District, of Fulton County, Georgia, and being more particularly described on Exhibits "A" and "B" attached hereto and made a part hereof by reference.

The consideration recited is full payment for the rights conveyed as follows:

\$N/A		Square Feet of Fee Simple Right of Way
\$4,500.00	5,687.00	Square Feet of Permanent Construction and Maintenance Easement
\$N/A	N/A	Square Feet of Temporary Construction Easement
\$N/A		Cost to cure includes:
\$N/A		Consequential damages for impacts to:
\$N/A		Other:

The undersigned shall obtain all quit claim deeds or releases from any tenant and other parties now in possession and having a claim or interest in the property described above.

Any and all applicable Temporary Easements will terminate upon completion and acceptance of the Project by the City.

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

☐ If checked Special Provisions listed on Exhibit "C" attached hereto and incorporated herein by reference shall be additional conditions imposed upon the grant of this Agreement.

WITNESS my hand and seal this 31 day of January, 2022.

TRUE NORTH PROPERTY OWNER A, LLC, f/k/a
 PMC SFR BORROWER, LLC

By: Brian Burrington

Name: Brian Burrington

Title: CEO

For
 CITY OF SANDY SPRINGS, GEORGIA: MA

By:

Name:

Title:

By:

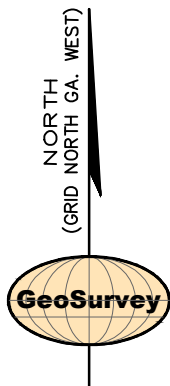
Name:

Title:

SURVEY REFERENCES

- 1> FINAL PLAT OF RIVER RILL, AS PREPARED BY HILTON H. HOBBY, JR., RLS #2207, AND RECORDED IN PLAT BOOK 148, PAGE 15, FULTON COUNTY RECORDS, 8/6/1986.
- 2> EXCEPTION PLAT OF RIVER HOLLOW, AS PREPARED BY JOHN E. DIDICHER, RLS #1905, AND RECORDED IN PLAT BOOK 136, PAGE 93, FULTON COUNTY RECORDS, 8/10/1984.
- 3> STORM ASBUILT FOR CITY OF SANDY SPRINGS, PREPARED BY SOUTHEASTERN ENGINEERING, INC., DATED JULY 9, 2014.

EXHIBIT B



PERMANENT DRAINAGE EASEMENT "A"
0.131 Acres
5,687 sf

POB
1/2"RBR FND
GA. STATE PLANE
N: 1,455,501.34
E: 2,241,803.73

N/F PROPERTY OF
**VILLAGE RIVER
CONDOMINIUMS**
370 & 380 NORTH RIVER PKWY
CONDOMINIUM PB 7 / PG 60-61

N/F PROPERTY OF
PMC SFR BORROWER, LLC
DEED BOOK 60137 / PAGE 689
PID: 06 036700050017
8845 N. RIVER PKWY, UNIT 1
PB 148 / PG 15

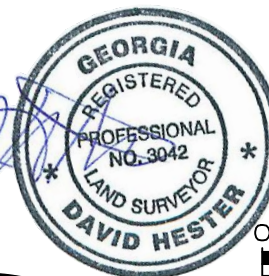
N/F PROPERTY OF
**DAVID ANDREW
EVANS, TRUSTEE**
DEED BOOK 54505 / PAGE 271
PID: 06 036700050025
8845 N. RIVER PKWY, UNIT 2
PB 148 / PG 15

N/F PROPERTY OF
**CONSULATE GENERAL OF
THE REPUBLIC OF NIGERIA**
DEED BOOK 50398 / PAGE 28
PID: 06 0367 LL0575
9650 ROBERTS DR

N/F PROPERTY OF
**DAVID ANDREW
EVANS, TRUSTEE**
DEED BOOK 50365 / PAGE 50
PID: 06 036700050033
8845 N. RIVER PKWY, UNIT 2A
PB 148 / PG 15

LINE	BEARING	DISTANCE
L1	N38°22'48"E	172.80'
L2	S37°01'55"E	30.36'
L3	S35°04'38"W	162.09'
L4	N56°32'10"W	38.86'

GRAPHIC SCALE 1" = 40'



Land Surveying • 3D Laser Scanning
1660 Barnes Mill Road
Marietta, Georgia 30062
Phone: (770) 795-9900
Fax: (770) 795-8880
www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621

EASEMENT EXHIBIT	
City of Sandy Springs, GA.	
JOB NO: 20216885	DRAWING SCALE: 1" = 40'
FIELD WORK: ML	CITY: SANDY SPRINGS STATE:
PROJ MGR: GEE	COUNTY: FULTON DISTRICT: 6TH
REVIEWED: DLH	LAND LOT: 367
DWG FILE: 20216885-2.dwg	SURVEY DATE: 2-23-2021 LAST REVISED: 6-25-2021

RESOLUTION NO: _____

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A PURCHASE AND SALE AGREEMENT FOR A
PERMANENT DRAINAGE EASEMENT ON PROPERTY LOCATED AT 8845 NORTH
RIVER PARKWAY UNIT 1 (TAX ID# 06-0367-0005-001-7) IN LAND LOT 367 OF THE
6TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS the City Manager for the City of Sandy Springs, Georgia (“City”) directed the Department of Public Works (“Department”) to develop standard policies for recurring matters and establish appropriate internal controls and legal compliance in order to provide for an efficient and effective means to serve the City’s constituents; and

WHEREAS the Department has determined a need to facilitate the North River Parkway Stormwater Project (“Project”); and

WHEREAS the City requires 5,687 sq. ft. of permanent easement (“Property Interests”) upon a certain portion of the lands located in Land Lot 367 of the 6th District, Fulton County, Sandy Springs, Georgia at 8845 North River Parkway Unit 1 (“Property”).

WHEREAS the Property is owned by PMC SFR Borrower, LLC (“Property Owners”) and the Property Owners have agreed in good faith upon a price of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) for the Property Interests required for the construction of the Project;

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

That the City of Sandy Springs Mayor and Council approve the Purchase and Sale Agreement and consent to purchase the Property Interests and authorize the City Manager and City Attorney to sign and execute all documents required to facilitate this transaction.

RESOLVED this 1st day of March, 2022.

APPROVED:

RUSSELL K. PAUL, Mayor

Attest:

RAQUEL D. GONZALEZ, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr., AIA Public Works Director
DATE: February 3, 2022 Submission for the March 1, 2022 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of the Acceptance of an Agreement to Purchase Permanent Drainage Easement on Property Located at 1270 Spalding Drive in Land Lot 384 of the 6th District, City of Sandy Springs (Tax ID #06-0384- LL-011-9); TS-111 Pitts Road at Spalding Drive Intersection Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Permanent Drainage Easement on that tract of land lying and located in Land Lot 384 of the 6th District, Fulton County, Georgia. The property is owned by Dana Sills and is located at 1270 Spalding Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 122.53 square feet of Permanent Drainage Easement on the subject property is necessary in order to construct the TS-111 Pitts Road at Spalding Drive Intersection Project.

Discussion:

The Property Owner agreed to accept the City's Appraised Fair Market Value offer of \$1,700.00 for the property rights being acquired for the project.

Financial Impact:

Sufficient funds are available in Project TS-111 Pitts Road at Spalding Drive Intersection for this acquisition.

Alternatives:

The acquisition reflects the minimum amount of right-of-way required in order to deliver the desired project. The City can decline to execute the ROW Agreement and not execute the project as designed.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Kathy Williams, Staff Attorney
Toni Jo Howard, Finance Director
Dave Wells, Deputy City Manager

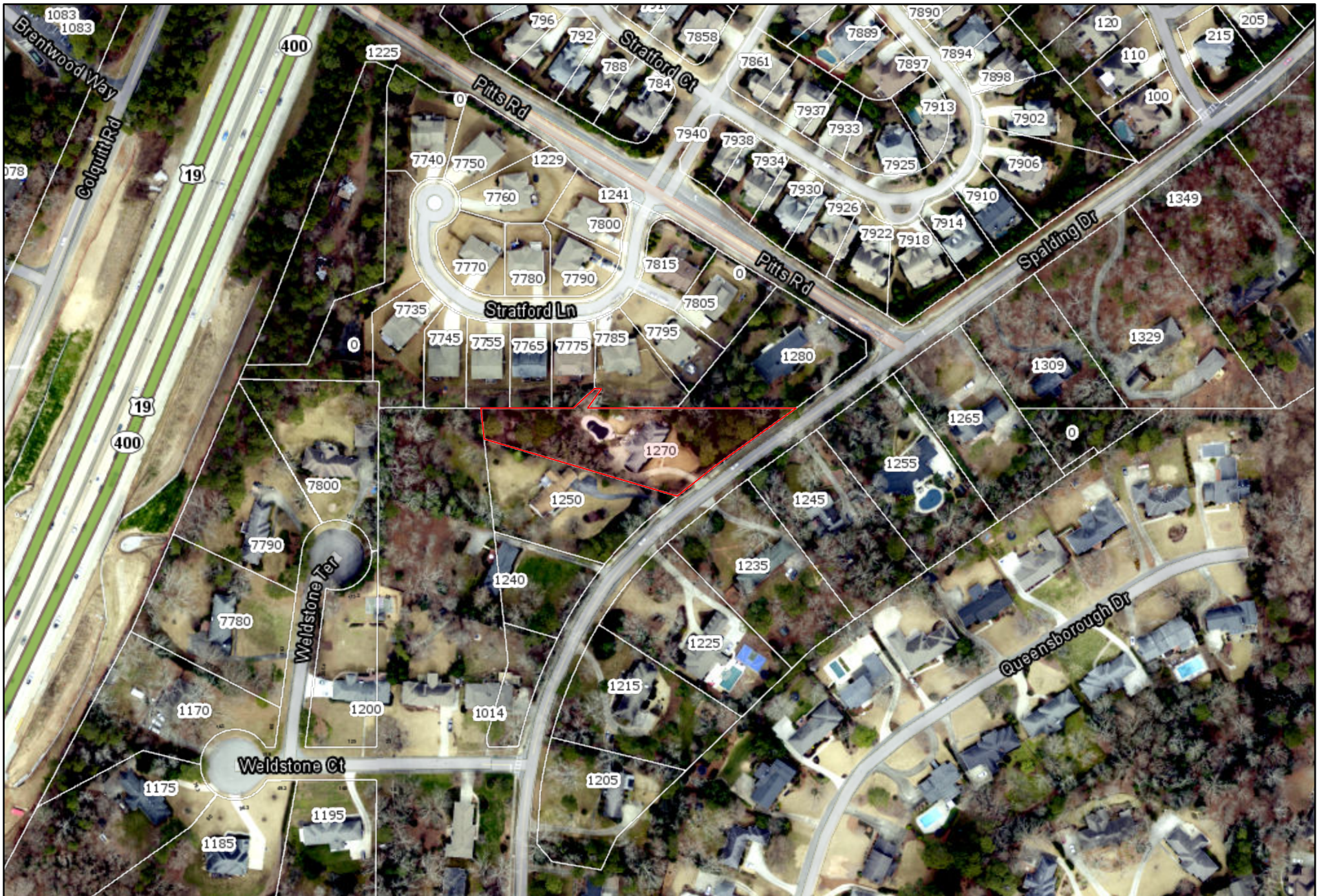
Created/Initiated - 2/17/2022
Approved - 2/17/2022
Approved - 2/23/2022
Approved - 2/23/2022
Approved - 2/23/2022

Eden Freeman, City Manager

Final Approval - 2/25/2022

Attachments:

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



0 0 0 0 mi

Date: 2/16/2022
Map Size: 8.5x11 (LETTER)

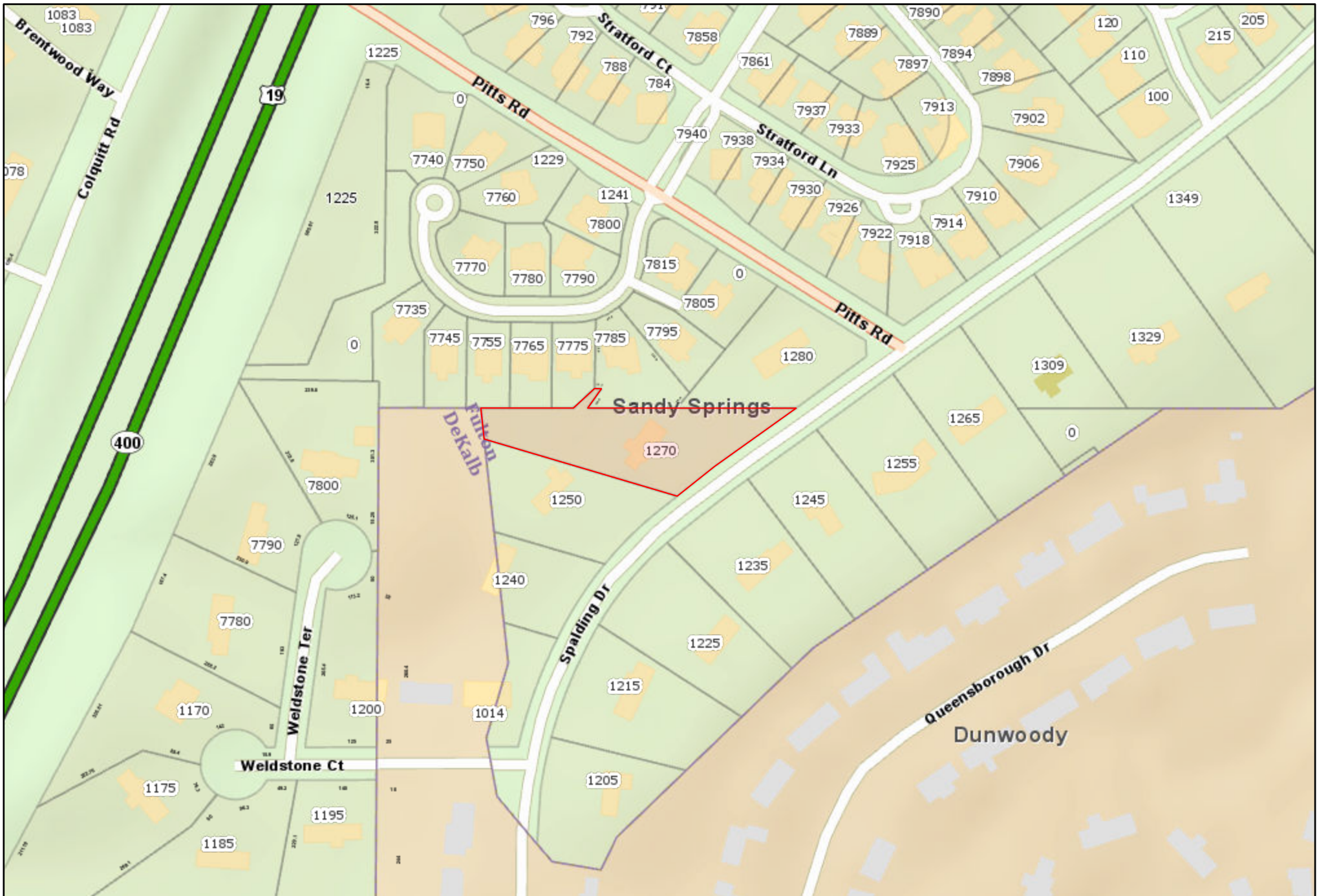


1270 Spalding Drive

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



FULTON
COUNTY



0 0 0 0 mi

Date: 2/16/2022
Map Size: 8.5x11 (LETTER)



1270 Spalding Drive

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FULTON
COUNTY

AGREEMENT TO PURCHASE PERMANENT DRAINAGE 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 a Permanent Easement for the Construction and Maintenance of Drainage 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 384 the 6th, formerly 18th 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 **\$1,700.00**, 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" 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.

0.00 sf
122.53 sf
00.0 sf

Fee Simple Right of Way
Permanent Drainage Easement
Temporary Construction Easement

- 3) Any and all Temporary Construction and/or Driveway Easement(s) granted herein shall commence upon the City's use of these Easements for construction of the TS-111 Project, and shall terminate three years from the commencement of the City's use of these Easements; or upon the completion and City's final acceptance of the TS-111 Project, whichever date shall first occur.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) 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.

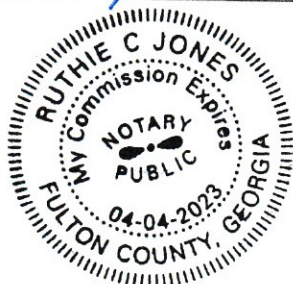
Witness my hand and seal this 11 day of January, 2021.

Signed, Sealed and Delivered in the presence of:

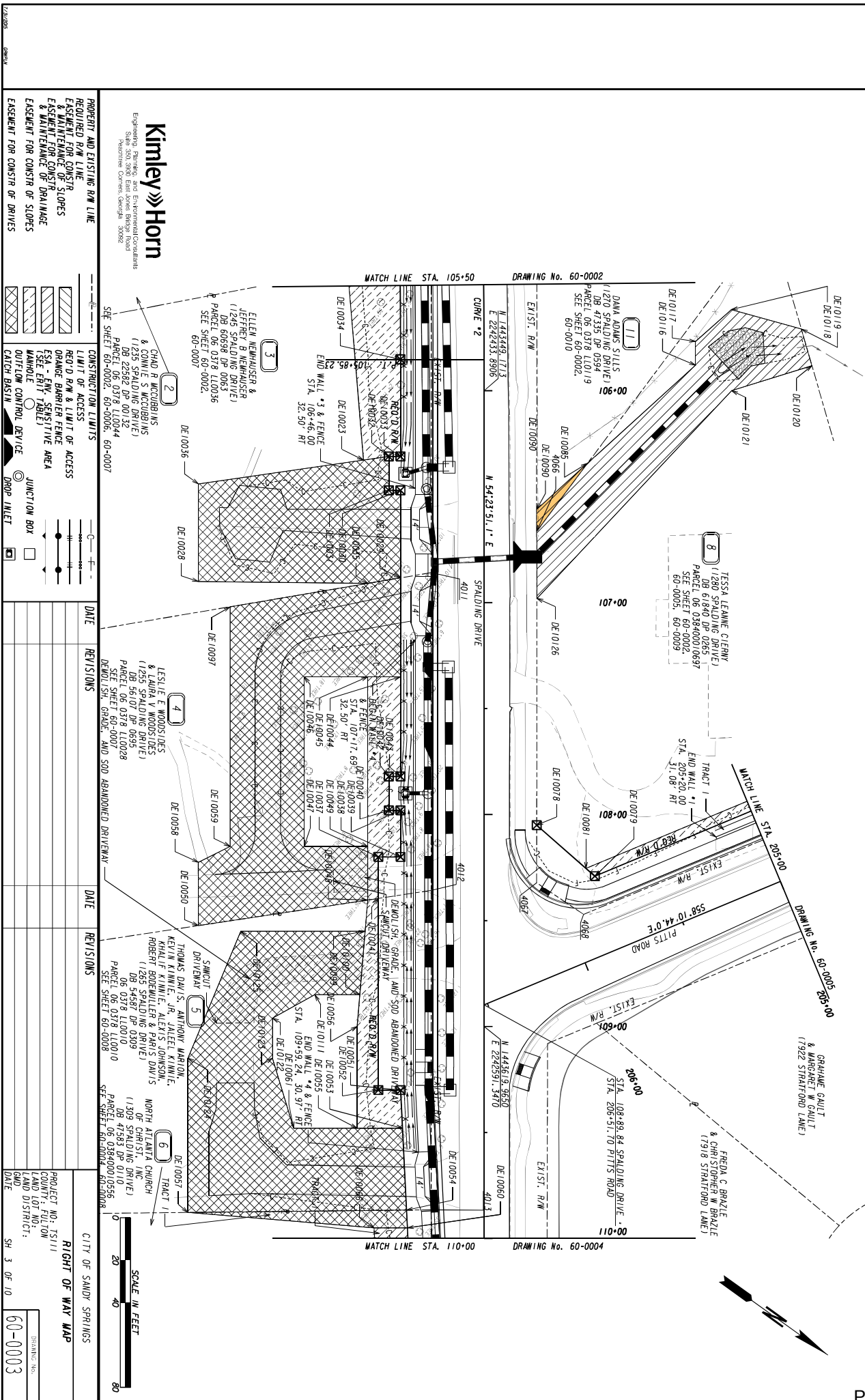
Stephene Cary Burke
Witness

Don Allen Alb (L.S.)

Ruthie C Jones
Notary Public



P. 11



Parcel #	REC'D DRNG	PEIN	EASW T.	DE20014
PIN	OFFSET/D	DIST	STATION/	ALIGNMENT
			BEARING	
DE 10090	25.00	1	106-56.00	SPALDING DRIVE
			N 77.48 00.5	W
DE 10085	48.94	1	106-54.38	SPALDING DRIVE
			S 89.49 56.2	E
4066	25.00	1	106+66.28	SPALDING DRIVE
			S 54.23 50.9	W
DE 10090	25.00	1	106-56.00	SPALDING DRIVE
REC'D EASW	122.53		S	
REC'D EASW	0.005		ACRES	

CITY OF SANDY SPRINGS			
RIGHT OF WAY MAP			
PROJECT NO: TS111	<table><tr><td>DRAWING NO.</td></tr><tr><td>60-0010</td></tr></table>	DRAWING NO.	60-0010
DRAWING NO.			
60-0010			
COUNTY: FULTON			
LAND LOT NO.:			
LAND DISTRICT:			
G.D.:			
DATE: SH 10 OF 10			

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE PERMANENT DRAINAGE
EASEMENT ON THAT TRACT OF LAND LOCATED AT 1270 SPALDING DRIVE
(TAX ID# 06-0384- 11-011-9), LYING IN LAND LOT 384 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 Permanent Drainage Easement in the amount of \$1,700.00 by the City of Sandy Springs for property located at 1270 Spalding Drive, owned by Dana Sills, in Land Lot 384 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-111 Pitts Road at Spalding Drive Intersection Project, the City approves the acceptance of an Agreement to Purchase Permanent Drainage Easement on property located in Land Lot 384 of the 6th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 1st day of March, 2022.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Toni Jo Howard, Finance Director

DATE: February 7, 2022 Submission for the March 1, 2022 City Council Meeting

ITEM: ABL_BILL#94125

Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for Sandy Springs 215 Nightclub d/b/a La Dona Lounge at 215 North Wood Drive, Suite 8, Sandy Springs, GA 30342. Applicant is Mobin Sheikh for Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits.

Recommendation:

Approve the application Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits for 215 Nightclub d/b/a La Dona Lounge – 215 North Wood Drive Suite 8 Sandy Springs GA 30342

Background:

Applicant submitted a completed application on January 21, 2022. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership for Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits. The business is located in Dover Square Shopping Center.

Financial Impact:

Revenue - \$5,950.00

Alternatives:

None

Review:

Melissa Barajas, Revenue Technician
Pellum Peters, Revenue Manager
Toni Boyd, Paralegal
Toni Jo Howard, Finance Director
Eden Freeman, City Manager

Created/Initiated - 2/2/2022
Approved - 2/2/2022
Approved - 2/2/2022
Approved - 2/3/2022
Final Approval - 2/11/2022

Attachments:

1. final hearing letter- La Donna Lounge
2. public hearing letter - La Dona Lounge



SANDY SPRINGS

GEORGIA

To: Eden Freeman, City Manager

From: Toni Jo Howard, Finance Director

Date: February 02, 2022 for Submission onto the March 01, 2022 City Council Meeting

Agenda Item: 94125 - Approval of Alcoholic Beverage License Application for Sandy Springs 215 Nightclub d/b/a La Dona Lounge – 215 North Wood Drive Suite 8 Sandy Springs GA 30342

Applicant is Mobin Sheikh for Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits.

CMO (City Manager's Office) Recommendation:

Approve the application Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits for 215 Nightclub d/b/a La Dona Lounge – 215 North Wood Drive Suite 8 Sandy Springs GA 30342

Background:

Applicant submitted a completed application on January 21, 2022. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership for Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits. The business is located in Dover Square Shopping Center.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue - \$5,950.00

Concurrent Review:

Tammie Edwards, Lead Revenue Specialist



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
22-94125**

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

DATE & TIME: March 01, 2022
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption on the premises of Wine, Malt Beverages,
And Distilled Spirits.

APPLICANT: 215 Night Club LLC.
DBA / La Dona Lounge
215 Northwood Dr . #8
Sandy Springs, GA 30342



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: Michele McIntosh-Ross, Planning & Zoning Manager
DATE: February 14, 2022 Submission for the March 1, 2022 City Council Meeting
ITEM: Update and Public Hearing for the Community Development Block Grant Program 2022 Annual Action Plan

Recommendation:

Receive update on the Sandy Springs Community Development Block Grant (CDBG) Program and hold the required public hearing for the 2022 Annual Action Plan.

Background:

Since 2008, Sandy Springs has received \$8,388,000 in CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The City has dedicated those funds to the Roswell Road Multiyear Sidewalk Project, which includes Phase I from Dalrymple Road to Northridge Road, and Phase II from Northridge Road to the Chattahoochee River and along the north side of Hightower Trail. Phase I was completed in 2013 and Phase II was completed in 2016.

The City has also dedicated those funds to the South Roswell Road Multiyear Sidewalk (Phase III). Phase III included two Sub-Phases: Sub-Phase I (from Long Island Drive to Stewart Drive) and Sub-Phase II (Stewart Drive to Northwood Drive) which is near completion. Infrastructure improvements are a priority for the City's CDBG Program as described in the 2018-2022 Consolidated Plan approved by Mayor and Council on May 3, 2018.

Discussion:

The Phase I and Phase II of the North Roswell Road Sidewalk Enhancement project and most of the South Roswell Road Multiyear Sidewalk Project, south of Interstate 285 (Phase III) have been completed. Staff will continue working on the finalization of Phase III-Sub-Phase II construction, including some installation of street lighting, handicapped ramps and brick pavers on the west side of Roswell Rd. Staff anticipates using any funds from the 2022 Grant Allocation for the 2022 Program Year to finalize the Phase III streetscape improvements and begin work on any new projects in LMI tracts north of Morgan Falls Road.

Finally, consistent with the City's adopted CDBG Citizen Participation Plan, a public hearing must be held to initiate the 2022 CDBG Annual Action Plan process to permit citizens to comment on the various eligible projects or on other needs in the community relevant to the CDBG Program.

Financial Impact:

The City's 2021 CDBG allocation was \$612,756 .The City anticipates receiving notice from HUD regarding the allocation for 2022 by March of this year. Section 108 Loan funds will allow the City to accelerate project construction without significant financial impact.

Alternatives:

N/A

Review:

Matthew Anspach, Senior Planner	Created/Initiated - 2/22/2022
Ginger Sottile, Director of Community Development	Approved - 2/23/2022
Kathy Williams, Staff Attorney	Approved - 2/24/2022
Toni Jo Howard, Finance Director	Approved - 2/24/2022
Kristin Byars Smith, Assistant City Manager	Approved - 2/24/2022
Eden Freeman, City Manager	Final Approval - 2/25/2022

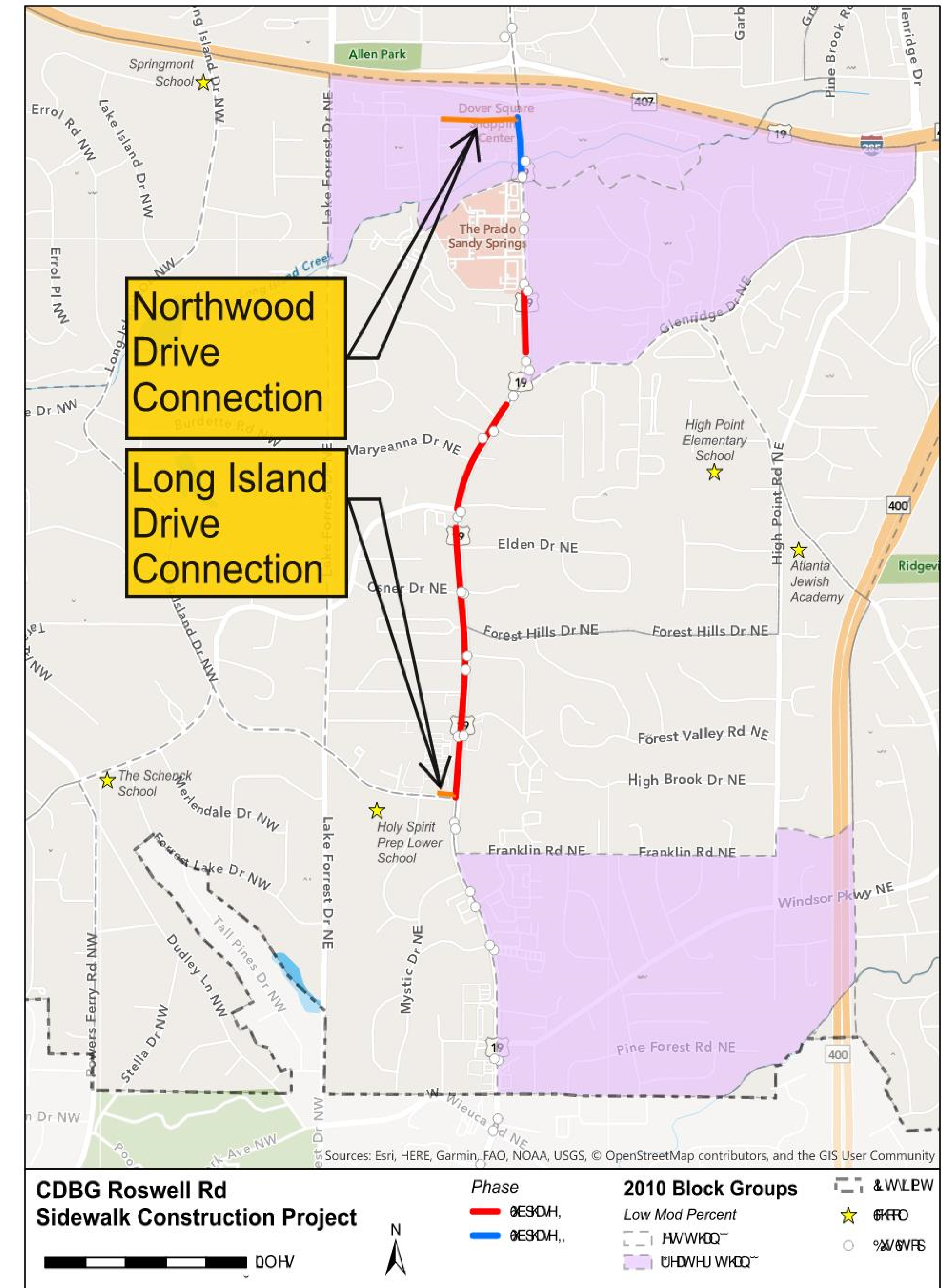
Attachments:

1. 2022 AAP Hearing

Community Development Block Grant Program (CDBG)

2022 Annual Action Plan

- Continue design and construction of sidewalks on the west side of Roswell Road (Phase III):
 - from Long Island Drive to Stewart Drive;
 - from Stewart Drive to Northwood Drive
- Section 108 Loan funds will be used for construction, design, utility relocation, and potential ROW acquisition.
- Potential Roswell Road South Connections project or defeasing of the loan.
- Schedule:
 - Work Session March 15th – Announcement of 30-day comment period
 - May 17th – Final Hearing & Adoption





SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Caroline Davis, Economic Development Manager

DATE: February 3, 2022 Submission for the March 1, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of the Strategic Alliance Memorandum between the United States Small Business Administration and the City of Sandy Springs for the Small Business Education Program

Recommendation:

Staff recommends approval of the Strategic Alliance Memorandum ("IGA") between the United States Small Business Administration and the City for the Small Business Education Program.

Background:

The City of Sandy Springs ("City") is home to over 4,500 active registered businesses. The vision of the City's Economic Development Department ("ED department") is to set the standard in the metro region as the easiest place to start, run, and expand a business of any size. The ED department serves as a resource to all who are currently operating a business in the City or interested in opening or relocating their business in Sandy Springs.

The mission of the United States Small Business Administration ("SBA") is to aid, counsel, assist and protect the interests of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public.

In 2020, the City completed a Strategic Economic Development Plan ("SEDP") and the ED department has been working to implement the recommendations of the SEDP. The SBA and the City are joined by a common mission; helping start, maintain, and expand small businesses, therefore a partnership with the SBA that coordinates service delivery through a Small Business Education Program is in line with the objectives of the SEDP.

Discussion:

The principal element of a partnership between the City and the SBA will be in creating and delivering content for the City's Small Business Education Program. Additionally, as part of the IGA the SBA will, among other responsibilities:

- Provide speakers, consistent with SBA rules and policy, to participate in City workshops, conferences, seminars and other activities to discuss SBA financing, government contracting and other business topics.

- Invite Sandy Springs businesses to attend local SBA-sponsored events and offer SBA-sponsored training at City of Sandy Springs location when appropriate.
- Assign a local point of contact to serve as liaison between SBA and City of Sandy Springs.

As part of the IGA the City will:

- Cooperate with SBA's Resource Partners to provide information to its clients/members about business development services to small businesses when appropriate.
- Keep abreast of and disseminate up-to-date information provided by SBA when appropriate.
- Make available to Sandy Springs businesses SBA pamphlets, brochures, and other publications.
- Inform the City of Sandy Springs small business community of SBA's programs and services including referrals to SBA's Resource Partners when appropriate.
- Upon request, provide speakers for SBA-sponsored events when appropriate.
- Provide a text-only hyperlink from the Select Sandy Springs website to SBA's website.
- Assign a local point of contact to serve as liaison between the SBA and the City of Sandy Springs.

Financial Impact:

There is no fee for the City to participate in the IGA with the SBA. The City will experience indirect costs for staff time in support of the Small Business Education Program.

Alternatives:

The City may choose not to enter into the IGA with the SBA.

Review:

Caroline Davis, Economic Development Manager
 Kathy Williams, Staff Attorney
 Toni Jo Howard, Finance Director
 Kristin Byars Smith, Assistant City Manager
 Eden Freeman, City Manager

Created/Initiated - 2/22/2022
 Approved - 2/22/2022
 Approved - 2/23/2022
 Approved - 2/23/2022
 Final Approval - 2/25/2022

Attachments:

1. IGA_SBA Strategic Alliance Memorandum
2. Resolution



Strategic Alliance Memorandum

between the

United States Small Business Administration

and the

City of Sandy Springs, Georgia

I. PURPOSE

The United States Small Business Administration (SBA) and the **City of Sandy Springs, GA** (each a “Party” or, collectively the “Parties”) are joined by a common mission; **helping start, maintain, and expand small businesses**. The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community.

The **City of Sandy Springs** was founded on December 5, 2005. It is the 7th largest city in Georgia with a population of approximately 110,000. With nearly 5,000 active registered businesses, the mission of the City’s Economic Development Department is to make doing business a breeze. Furthermore, the vision of the department is to set the standard in the Atlanta region as the easiest place to start, run, and expand a business of any size. The City’s ED Department serves as a resource to all who are currently operating a business in the City or interested in opening or relocating their business in Sandy Springs.

The mission of the SBA is to aid, counsel, assist and protect the interests of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefits to the small business communities served.

The purpose of this Strategic Alliance Memorandum (SAM) is to develop and foster mutual understanding and a working relationship between the SBA and **City of Sandy**

Springs, GA in order to strengthen and expand small business development in the local area.

The Parties acknowledge that beyond the information sharing contemplated under this SAM, any specific joint training and outreach activities will require a separate signed agreement developed pursuant to SBA's Co-sponsorship Authority.

In order to further their common goals, the Parties agree to the following:

II. SCOPE AND RESPONSIBILITIES

SBA Undertakings:

Within the limits of its available and/or appropriated resources, the SBA through its Georgia District Office will:

- Provide **City of Sandy Springs, GA** with up-to-date information about SBA's programs and services.
- Make available, upon request, information regarding SBA's resource partners, including but not limited to, the Small Business Development Centers (SBDCs), SCORE, and the Women's Business Centers (WBCs) (collectively, "SBA's Resource Partners").
- Make available, upon request and subject to their availability, SBA pamphlets, brochures, and other publications.
- Advise **City of Sandy Springs, GA** of events that may impact its mission.
- Provide speakers, consistent with SBA rules and policy, to participate in **City of Sandy Springs, GA** workshops, conferences, seminars and other activities to discuss SBA financing, government contracting and other business topics.
- Invite **City of Sandy Springs** clients/members to attend local SBA-sponsored events and offer SBA-sponsored training at **City of Sandy Springs** location when appropriate.
- Provide a text-only hyperlink from SBA's website to **City of Sandy Springs**, website pursuant to SBA's linking policies.
<https://www.sandyspringsga.gov/>
- Provide information to **City of Sandy Springs** staff on SBA programs and services available to local small businesses.
- Assign a local point of contact to serve as liaison between SBA and **City of Sandy Springs**.

City of Sandy Springs, GA Undertakings:

Within the limits of its available resources, the **City of Sandy Springs** will:

- Cooperate with SBA's Resource Partners to provide information to its clients/members about business development services to small businesses when appropriate.
- Keep abreast of and disseminate up-to-date information provided by SBA when appropriate.
- Make available to its clients/members SBA pamphlets, brochures, and other publications.
- Inform the **City of Sandy Springs** small business clients/members of SBA's programs and services including referrals to SBA's Resource Partners when appropriate.
- Upon request, provide speakers for SBA-sponsored events when appropriate.
- Provide a text-only hyperlink from the **City of Sandy Springs** website to SBA's website.
- Assign a local point of contact to serve as liaison between SBA and **City of Sandy Springs**.

III. USE OF SBA NAME AND LOGO

All materials bearing the SBA name or logo must be approved in advance by SBA's Responsible Program Official. Use of SBA's logo must be accompanied by the following statement: "Use of the SBA logo is authorized by a Strategic Alliance Memorandum. Reference to SBA is not an endorsement of the views, opinions, products or services of any person or entity." The SBA logo may only be used to promote SBA and/or its programs, activities, and services. SBA's logo cannot be used in a way that suggests the Agency is endorsing any individual, organization, product, or service or in a way which implies that an improper relationship exists between SBA and an outside party. SBA's logo also must not be used in any manner that is liable to bring the Agency into a negative light, such as in connection with any products or services related to alcohol, gambling or adult entertainment industries. Further, SBA's logo must not be used in connection with any political activities, lobbying efforts, or in conjunction with any religious activity.

The "U.S. Small Business Administration" name shall be used only in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity including but not limited to the **City of Sandy Springs**. Nothing in this SAM permits **City of Sandy Springs, GA** to use the SBA official seal.

IV. TERM

Cooperation under this SAM will commence upon signing by both Parties and will continue for a period of two years from date of signature unless otherwise terminated by one or both Parties as per paragraph VI below.

V. AMENDMENT

The Parties agree to consult each other on any amendment, modification or clarification to the provisions of this SAM. This SAM may only be amended or modified in writing and shall be consistent with applicable laws, regulations and SBA policy.

VI. TERMINATION

Either Party may discontinue its participation under this SAM at any time, with or without cause, upon thirty (30) days written notice to the other Party.

VII. RELATIONSHIP

This SAM does not authorize the expenditure of any funds. Accordingly, this SAM shall not be interpreted as creating any binding legal obligations between the Parties nor shall it limit either Party from participating in similar activities or arrangements with other entities. Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to **City of Sandy Springs, GA** and SBA.

VIII. RESPONSIBLE PROGRAM OFFICIAL

The SBA Responsible Program Official for this Strategic Alliance Memorandum is:

Terri Denison,
District Director, Georgia District Office
233 Peachtree Street NE, Suite 300 Atlanta, GA 30303
terri.denison@sba.gov

IX. POINTS OF CONTACT

The points of contact for administrative matters pertaining to this SAM are:

City of Sandy Springs

Primary Contact:

Eden Freeman
City Manager
1 Galambos Way, Sandy Springs, GA 30328
efreeman@sandyspringsga.gov

Administrative Contact:

Caroline Davis
Economic Development Manager
1 Galambos Way, Sandy Springs, GA 30328
caroline.davis@sandyspringsga.gov

U.S. Small Business Administration:

Jennell K. Taylor
Economic Development Specialist
233 Peachtree Street NE, Suite 300 Atlanta, GA 30303
jennell.taylor@sba.gov

X. SIGNATURES

The signatories below represent that they have the authority to make such commitments on behalf of their respective organization. This SAM may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

U.S. Small Business Administration:

Morning Washburn, Director
SBA, Strategic Alliances

Date

Terri L. Denison, District Director
SBA, Georgia District Office

Date

City of Sandy Springs:

Eden Freeman, City Manager
City of Sandy Springs

Date

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE STRATEGIC ALLIANCE MEMORANDUM BETWEEN THE UNITED STATES SMALL BUSINESS ADMINISTRATION AND THE CITY OF SANDY SPRINGS, GEORGIA, FOR THE COMMON MISSION TO HELP START, MAINTAIN, AND EXPAND SMALL BUSINESSES, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAME

WHEREAS, the mission of the United States Small Business Administration (“SBA”) is to aid, counsel, assist and protect the interests of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government; and

WHEREAS, the vision of the City of Sandy Springs (“City”) Economic Development Department (“Department”) is to set the standard in the Atlanta region as the easiest place to start, run, and expand a business of any size; and

WHEREAS, the Department serves as a resource to all who are currently operating a business in the City or interested in opening or relocating their business in the City; and

WHEREAS, the SBA and the City desire to enter into the attached Strategic Alliance Memorandum (“IGA”) for the purpose of working together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community and strengthening and expanding small business development in the local area; and

WHEREAS, the IGA is an intergovernmental agreement that establishes the terms, conditions, and responsibilities of the parties with respect to their collaboration;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on March __, 2022, at 6:00 p.m., that:

1. The attached IGA is hereby approved.
2. The City Manager is hereby authorized to execute the IGA on behalf of the City.
3. The City Manager and the Economic Development Department are hereby authorized to enter into such other documentation as may be required to effectuate the intent of this resolution, subject to approval of the City Attorney.
4. The City Manager and the Economic Development Department are hereby authorized to take such actions and to make such minor revisions to the IGA as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED, this the ____ day of March, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr., AIA Public Works Director
DATE: February 22, 2022 Submission for the March 1, 2022 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of the Authorization of the Letter Agreement with the Georgia Power Company to Resolve Certain Issues with Respect to Phase V of the City Center Project

Recommendation:

Staff recommends that Council approve and authorize the Mayor and City Manager to execute the attached Agreement with Georgia Power Company to resolve outstanding amounts owed for prior work with respect to Phase V of the Project.

Background:

The City and Georgia Power entered into a Stipulated Sum Agreement on July 10, 2015 for the Project. Phase V of the Project was not finished. The Phase V work was originally estimated to cost \$669,281. The City paid that amount to Georgia Power; however, only \$363,273 of the work was actually performed. Therefore, Georgia Power may owe a refund of \$306,008 to the City related to the unfinished work.

Separately, but related to Phase V work, Georgia Power had to perform significant rework to lower and adjust conduits due to the City's contractor leaving a lower grade than anticipated. The grade encountered by Georgia Power was not within six (6) inches of final grade as certified by the City's contractor in writing. Sandy Springs' City Manager authorized Georgia Power to perform that rework at a cost of \$271,836.73.

Discussion:

Given the "debits and credits" for this earlier work, Georgia Power is willing to pay the City \$61,447.46 (that is, \$306,008.00 plus \$27,276.19 less \$271,836.73). This amount would close out all of the old Phase V work and the entire July 2015 agreement. Georgia Power proposes that the City can then proceed with new agreements to continue the work. Continuation of the work for the City will include the Aerial-to-Underground Utility Relocation of existing Georgia Power Distribution utilities for TSPLOST Project TS-191, Johnson Ferry at Mt. Vernon Highway Intersection Improvement Project, Phases 1-4.

Financial Impact:

Georgia Power will pay the City \$61,447.46 to close out all the Phase V work. These funds may be applied toward the Phases 1-4 scope for Aerial-to-Underground Utility Relocations.

Alternatives:

Not accept the proposed Agreement and potentially delay future agreements with Georgia Power Company.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Kathy Williams, Staff Attorney
Toni Jo Howard, Finance Director
Dave Wells, Deputy City Manager
Eden Freeman, City Manager

Created/Initiated - 2/22/2022
Approved - 2/22/2022
Approved - 2/23/2022
Approved - 2/23/2022
Approved - 2/25/2022
Final Approval - 2/25/2022

Attachments:

1. Resolution of outstanding amounts owed between COSS and GA Power
2. Resolution GPC Phase V (021822)

February __, 2022

VIA HAND DELIVERY

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

Re: Resolution of outstanding amounts owed between the City of Sandy Springs (the “City”) and Georgia Power Company (“Georgia Power”) for prior work with respect to Phase V of the City Center Project

Dear Ms. Freeman:

We look forward to working with you to continue the work on the City’s Phase V project. As we’ve discussed, Georgia Power and the City need to “close out” the old Phase V issues so that we can advance the current TS-191 work.

As a reminder, the City and Georgia Power entered into a Stipulated Sum Agreement on July 10, 2015 for the City Center work (the “Project”). Phase V of the Project was not finished. Phase V Work was originally estimated to cost \$669,281.00. The City paid that amount to Georgia Power. However, only \$363,273.00 in Work was actually performed. Therefore, Georgia Power may owe a refund of \$306,008.00 to the City. Additionally, a refund of \$27,276.19 to the City is included as the corresponding portion of the EFOC charge.

Separately, but related to Phase V work, Georgia Power had to perform significant rework to lower and adjust conduits due to the City’s contractor leaving a lower grade than anticipated. The grade encountered by Georgia Power was not within six (6) inches of final grade as certified by the City’s contractor in writing. Mr. John McDonough, Sandy Springs’ City Manager, authorized Georgia Power to perform that rework at a cost of \$271,836.73. I’ve attached the invoice for this rework for your reference.

Given the “debits and credits” for this earlier work, Georgia Power is willing to pay the City \$61,447.46 (that is, \$306,008.00 plus \$27,276.19 less \$271,836.73). This amount would close out all of the old Phase V work and the entire July 2015 agreement. We can then proceed with the new agreement to continue the work for the City.

In sum, by this agreement, (1) Georgia Power agrees that the amounts owed for the rework are paid in full by the City, and (2) the City agrees that Georgia Power has repaid any amounts owed on the Project.

If this agreeable, please countersign this letter below and return to me. We look forward to working with the City on the new project.

Sincerely,

GEORGIA POWER COMPANY

By: _____
Bentina C. Terry
Senior Vice President, Regional Affairs and
Community Engagement

Agreed to and acknowledged
this ____ day of _____, 2022:

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eden Freeman
City Manager

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION APPROVING LETTER AGREEMENT WITH GEORGIA POWER COMPANY
TO RESOLVE CERTAIN ISSUES WITH RESPECT TO PHASE V OF THE CITY CENTER
PROJECT, AND TO AUTHORIZE THE MAYOR TO EXECUTE SAME**

WHEREAS, the City of Sandy Springs ("City") and Georgia Power Company ("Georgia Power") entered into a Stipulated Sum Agreement on July 10, 2015 for the City Center Project ("Project"); and

WHEREAS, Phase V of the Project was not finished; and

WHEREAS, the Phase V work was originally estimated to cost \$669,281, which was paid to Georgia Power; and

WHEREAS, only \$363,273 of the work for Phase V was actually performed, with the possible result of a refund owed by Georgia Power to the City for the unfinished work in the amount of \$306,008; and

WHEREAS, separately, but related to Phase V work, Georgia Power had to perform significant rework due to the City's contractor leaving a lower grade than anticipated, resulting in authorization by the City to Georgia Power to perform that rework at a cost of \$271,836.73; and

WHEREAS, the parties desire to resolve these outstanding Phase V issues in order to move forward with the Project by entering into the attached letter agreement ("Agreement");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on March __, 2022, at 6:00 p.m., that:

1. The attached Agreement is hereby approved.
2. The Mayor is hereby authorized to execute the Agreement on behalf of the City.
3. The Mayor and the City Attorney are hereby authorized to take such actions and to make such minor revisions to the Agreement as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED, this the ____ day of March, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(SEAL)

ATTACHMENT

**LETTER AGREEMENT BETWEEN
THE CITY AND GEORGIA POWER**



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: February 16, 2022 Submission for the March 1, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of the Authorization of the Georgia Power Company Stipulated Sum Agreement for Aerial-to-Underground Utility Relocation Agreement (Phases 1, 2, 3) for the TS-191 Johnson Ferry Road at Mt. Vernon Highway Project and Further Authorizing the Mayor to Execute Same

Recommendation:

Staff recommends that Council approve the attached resolution authorizing the Georgia Power Company ("GPC") Stipulated Sum Agreement for aerial-to-underground utility relocation (Phases 1, 2, and 3) in the amount of \$4,019,619.41 ("Agreement") for the TS-191 Johnson Ferry Road at Mt. Vernon Highway Project ("Project") and further authorizing the Mayor to execute the Agreement.

Background:

The Project consists of intersection improvements at Johnson Ferry Road, Mt Vernon Highway and Boylston Road. On September 4, 2018, City Council voted to move forward with the Compressed Grid design for this project. The Project is currently in final design, right-of-way acquisition, and utility coordination phases.

The utility coordination phase has been determined as an opportunity to highlight the planned Veterans Park, which will encompass the Roswell Road Triangle at the intersection of Johnson Ferry Road and Mt Vernon Highway to the Sandy Springs Library. To optimize the aesthetics of Veterans Park and to supplement the aerial-to-underground improvements already implemented for the City Springs development, the City has coordinated with GPC for the development of an "aerial-to-underground" plan for distribution lines and poles, as shown in **Appendix 1** attached hereto. Preliminary engineering for the distribution phase of this Project was completed in October 2021.

Discussion:

The Aerial-to-Underground Utility Relocation effort as shown in **Appendix 1** consists of implementing the preliminary engineering design which was completed in October 2021 for Phases 1, 2, 3 and Phase 4. The Agreement for Phases 1, 2, and 3 were separated from the agreement for Phase 4 in order to give the City ample time to determine whether to combine the four phases or complete the phases separately. The aerial-to-underground plan for the distribution poles and lines is essential to both executing the TSPLOST-funded transportation project TS-191 and in creating a future City Veterans Park. City staff has advanced this Project to the point where construction could begin in 2022.

Financial Impact:

The Agreement amount for Phases 1, 2, and 3 is \$4,019,619.41. There is adequate funding in CC-006 to fund the Agreement scope.

Alternatives:

The City could redesign the Project to leave the utility poles above ground in the Triangle Park Area.

Review:

Lucia Sims, Administrative Coordinator
Marty Martin, Director of Public Works
Kathy Williams, Staff Attorney
Toni Jo Howard, Finance Director
Dave Wells, Deputy City Manager
Eden Freeman, City Manager

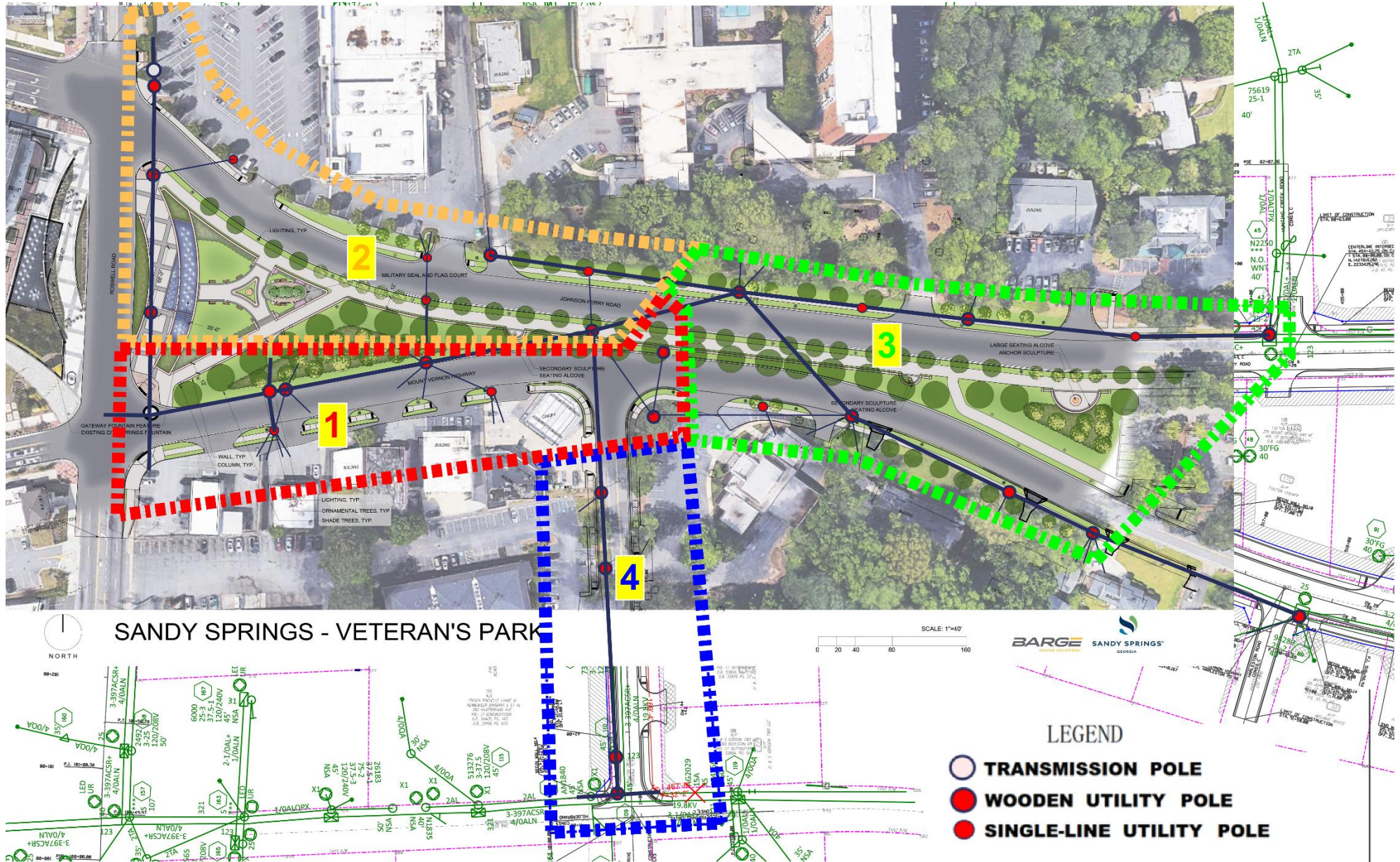
Created/Initiated - 2/22/2022
Approved - 2/22/2022
Approved - 2/23/2022
Approved - 2/23/2022
Approved - 2/23/2022
Final Approval - 2/25/2022

Attachments:

1. TS191 Appendix 1
2. L8242 - TS191 Undergrounding Agmt Phases 1 2 3
3. TS191 Undergrounding Agmt Phases 1, 2, 3 Exhibit A
4. Resolution GPC Phases 1 2 3 Stipulated Sum Agreement (021822)
5. Georgia Power TS191 Undergrounding Process Sequence

APPENDIX 1

SCHEMATIC SHOWING LOCATIONS FOR AERIAL-TO-UNDERGROUND UTILITY RELOCATIONS



STIPULATED SUM AGREEMENT

Sandy Springs
L8242 - Phases 1, 2 & 3
COSS TS-191

City of Sandy Springs - Johnson Ferry Corridor Improvements

THIS AGREEMENT is made and entered into as of the _____, by and between **CITY OF SANDY SPRINGS, STATE OF GEORGIA** (hereinafter the "City"), and **GEORGIA POWER COMPANY** (hereinafter the "Company"). Hereinafter, the City and Company may be referred to together as the Parties and each individually as a Party.

W I T N E S S E T H:

WHEREAS, City proposes to construct the City of Sandy Springs - Johnson Ferry Corridor Improvements (hereinafter the "Project") and has requested that Company make certain adjustments to Company's facilities to facilitate City's completion of the Project (hereinafter the "Work");

WHEREAS, Company has agreed to perform the Work on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter set forth and other good and valuable consideration, the parties hereto hereby agree as follows:

1. The Work.

The Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will make adjustments to its facilities in accordance with the Scope of Work set forth on Exhibit "A" attached hereto, incorporated herein by this reference and made a part hereof (the "Estimate").

2. Payment.

City shall pay Company in advance, for Company's performance of the Work, the contract sum of Four Million, Nineteen Thousand, Six Hundred Nineteen Dollars and Forty-One Cents (\$4,019,619.41) (hereinafter the "Contract Sum"). Company shall have no obligation to commence the Work until City has made full payment of the Contract Sum to Company. Absent a change in the Scope of Work, as agreed to by the Parties in writing, the Contract Sum shall not exceed the aforementioned Four Million, Nineteen Thousand, Six Hundred Nineteen Dollars and Forty-One Cents (\$4,019,619.41). If, upon completion of the Work, Company's cost to perform the Work (hereinafter the "Final Cost") is less than the Contract Sum, Company shall reimburse City the difference between the Final Cost and the Contract Sum, or any greater portion thereof, paid to Company.

3. Conditions.

Company shall have no obligation to commence the Work unless the City both makes full payment to the Company and authorizes commencement of the work prior to October 15, 2022. In the event City fails to execute and return this Agreement to Company before October 15, 2022, this Agreement shall be void and of no effect whatsoever.

4. Miscellaneous Provisions.

Duplicate originals of this Agreement may be executed, each of which shall be deemed an original but both of which together will constitute one and the same instrument. This Agreement, including Exhibits hereto, contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered as of the date set forth below. This Agreement will be of no force and effect and the offer contained herein will be withdrawn unless the Agreement is executed by City and delivered to company on or before October 15, 2022.

Witness

Notary Public

(SEAL)

COMPANY:

GEORGIA POWER COMPANY

By: _____

Name: Fran Forehand

Title: Power Delivery SVP

Date: _____

CITY:

City of Sandy Springs, GEORGIA

ATTEST:

By: _____

Title: _____

Date: _____

Witness: _____

Notary: _____ (SEAL)

By: _____

Mayor, City of Sandy Springs

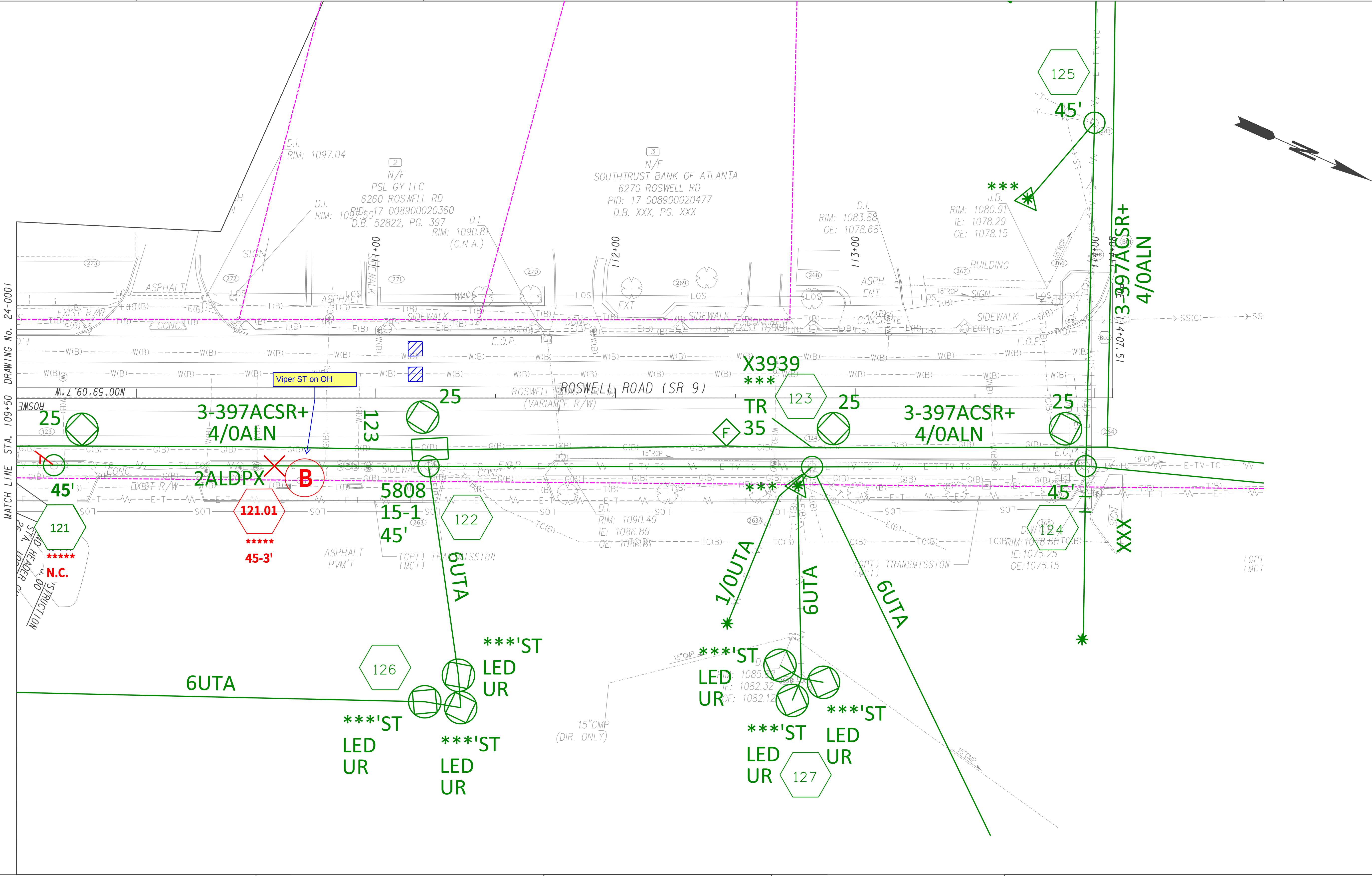
(SEAL)



DATE: SEPT 2021
NTS

PI: L8242
HQ: N SHALLOWFORD

DWG #: 24-001



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

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

Georgia Power

SCALE IN FEET

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ENGINEERED BY: LAMONTE WASLIEN
PROJECT TITLE: JOHNSON FERRY CORRIDOR IMPROVEMENTS
PROJECT ID:
WORK ORDER #: GP892H-----
REGION: ALPHARETTA
COUNTY: FULTON
MAP REFERENCE: 0387-1336

DATE: SEPT 2021
PI: L8242
HQ: N SHALLOWFORD
DWG #: 24-001A

10/23/2015

GPLN

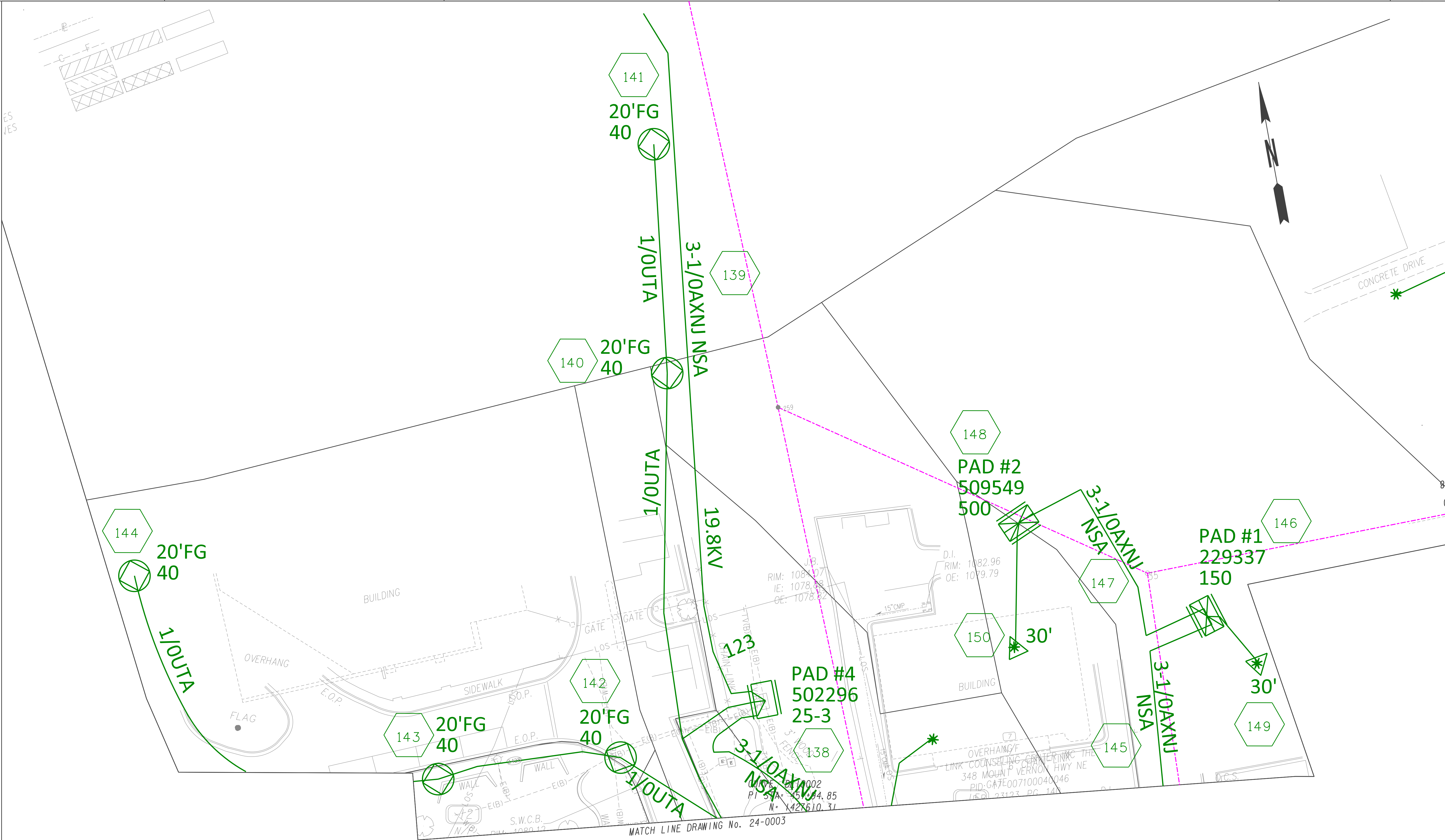
Page 49 of 84



DWG #: 24-002A



DWG #: 24-003



10/23/2015

GPLN

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

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

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Georgia Power

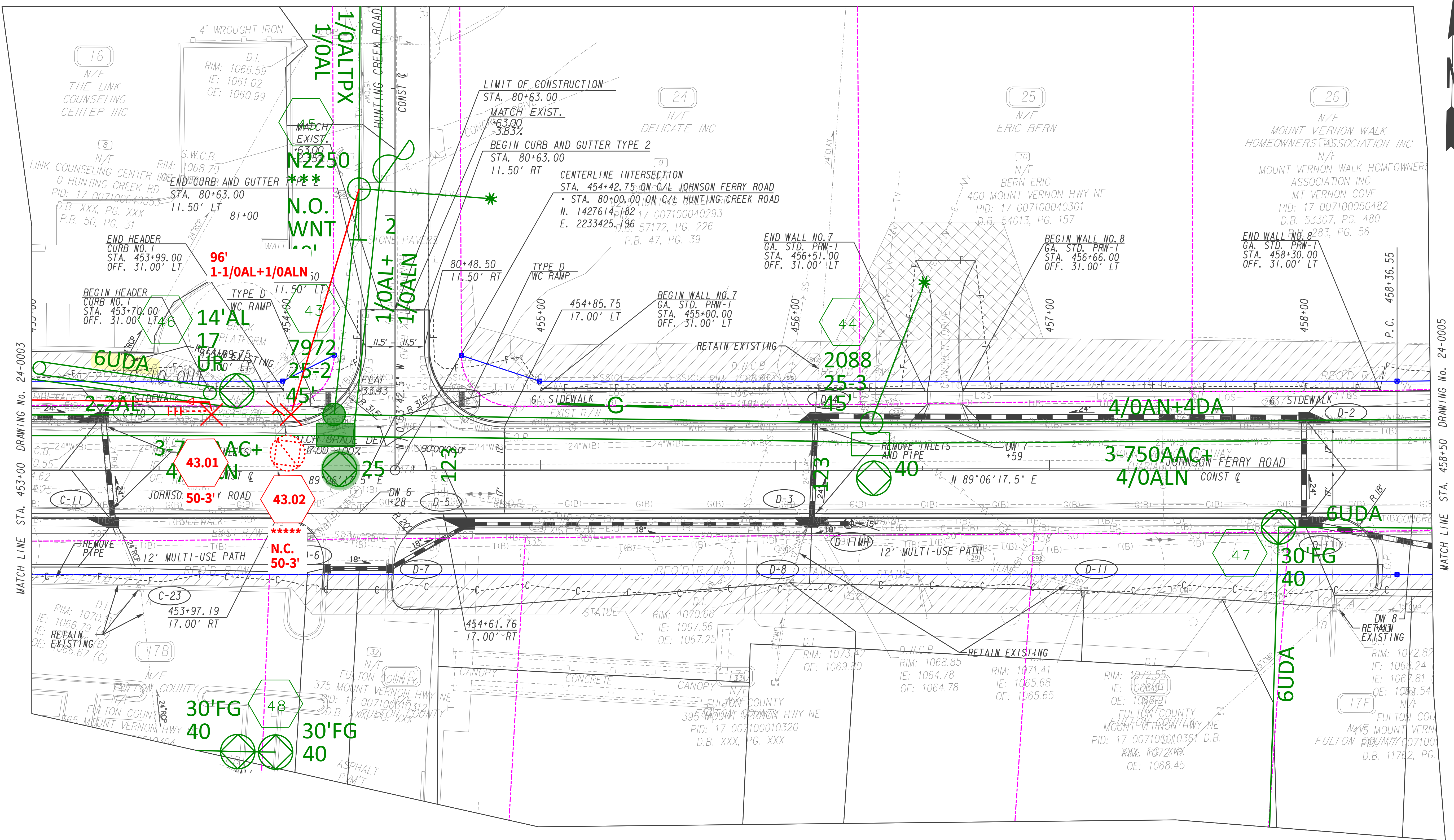
JACOBS®

SCALE IN FEET

ENGINEERED BY: LAMONTE WASLIEN
PROJECT TITLE: JOHNSON FERRY CORRIDOR IMPROVEMENTS
PROJECT ID:
WORK ORDER #: GP892H-----
REGION: ALPHARETTA
COUNTY: FULTON
MAP REFERENCE: 0387-1336

DATE: SEPT 2021
PI: L8242
HQ: N SHALLOWFORD
DWG #: 24-003A

Page 53 of 84



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

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---C---F---

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

Georgia Power

JACOBS®

SCALE IN FEET
0 20 40 80

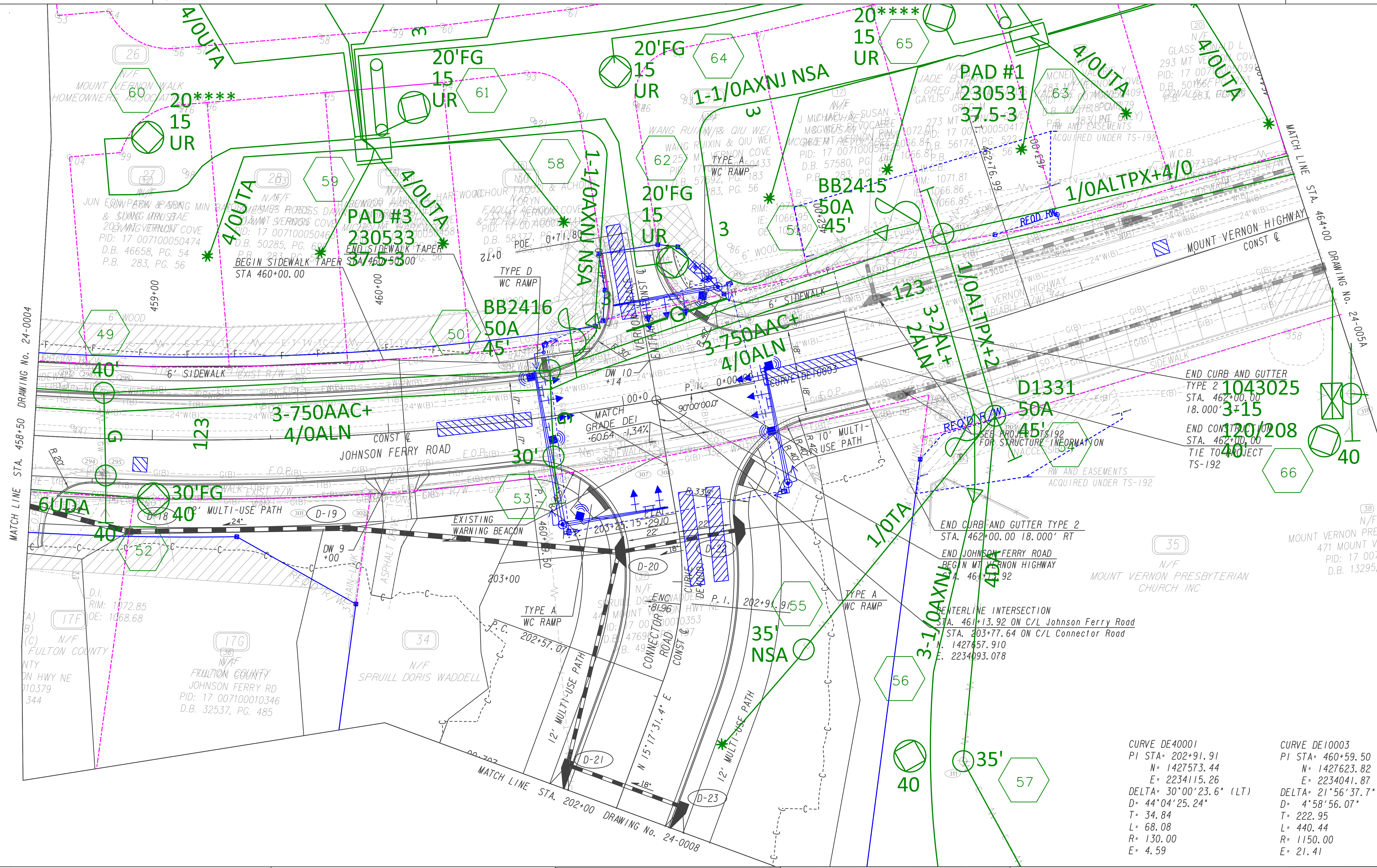
ENGINEERED BY: LAMONTE WASLIEN
PROJECT TITLE: JOHNSON FERRY CORRIDOR IMPROVEMENTS
PROJECT ID:
WORK ORDER #: GP892H-----
REGION: ALPHARETTA
COUNTY: FULTON
MAP REFERENCE: 0387-1336

DATE: SEPT 2021
PI: L8242
HQ: N SHALLOWFORD
DWG #: 24-004

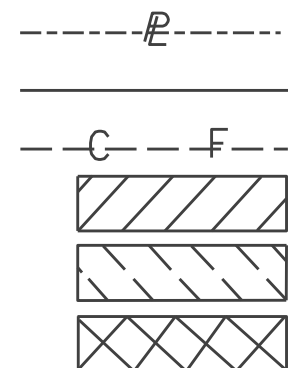
10/23/2015

GPLN

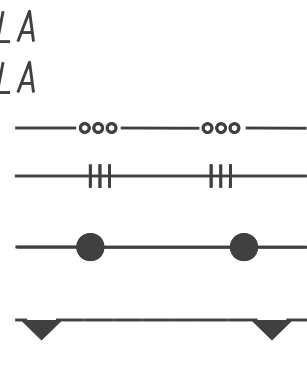
Page 54 of 84



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



Georgia Power

JACOBS®

SCALE IN FEET

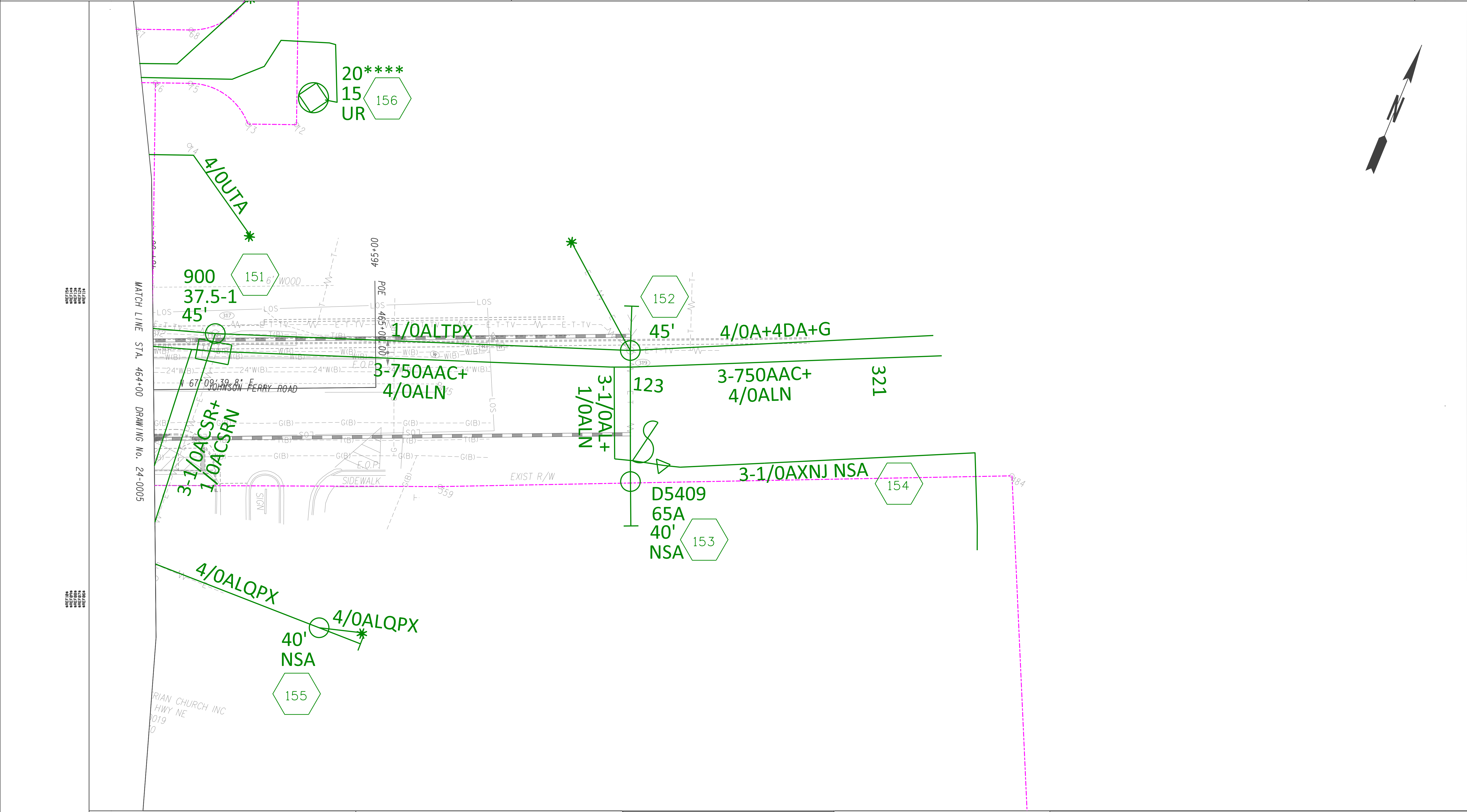
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ENGINEERED BY: LAMONTE WASLIEN
PROJECT TITLE: JOHNSON FERRY CORRIDOR IMPROVEMENTS
PROJECT ID:
WORK ORDER #: GP892H-----
REGION: ALPHARETTA
COUNTY: FULTON
MAP REFERENCE: 0387-1336

DATE: SEPT 2021

PI: L8242
HQ: N SHALLOWFORD

DWG #: 24-005



10/23/2015
GPLN

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

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

JACOBS®

SCALE IN FEET

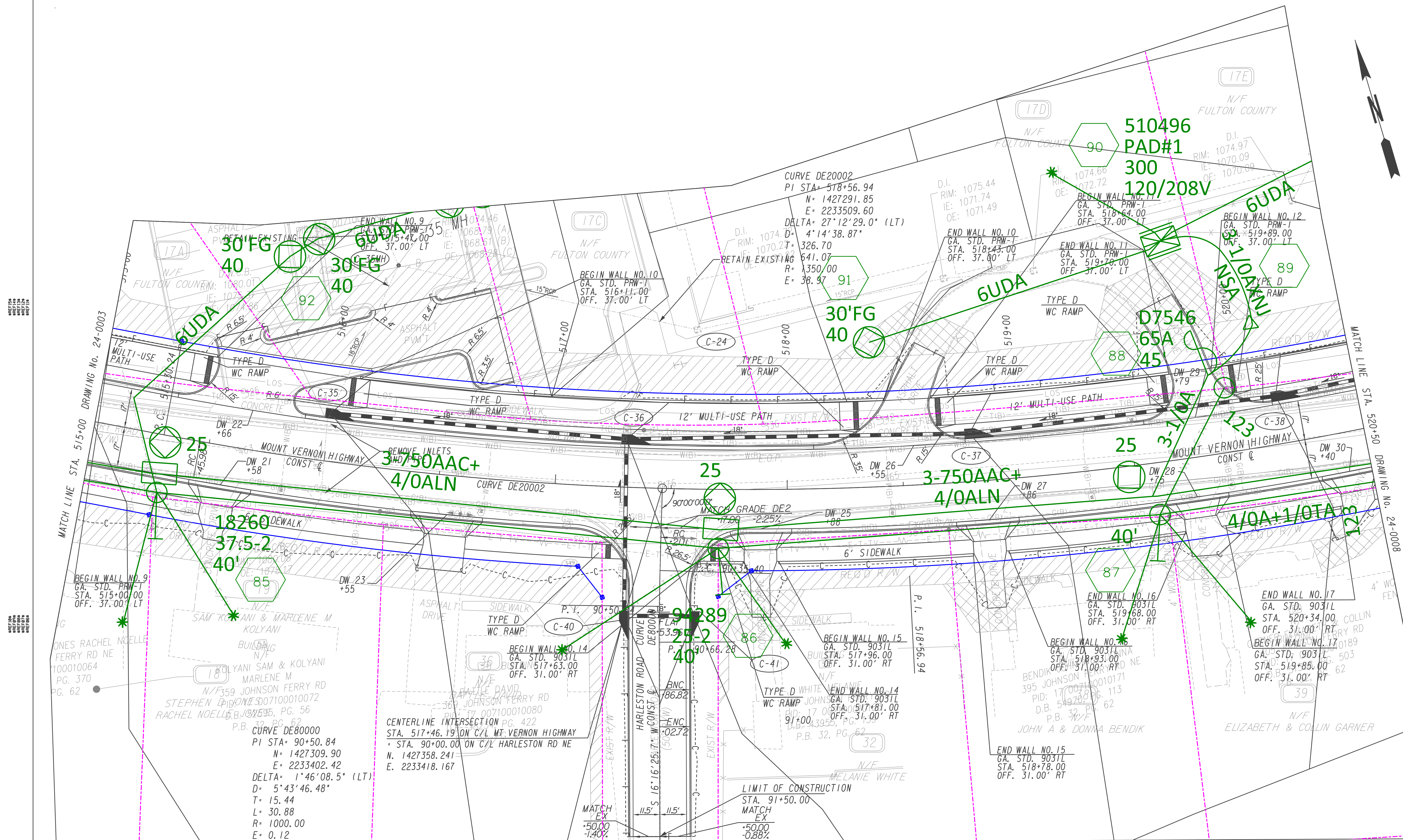
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PROJECT TITLE: JOHNSON FERRY CORRIDOR IMPROVEMENTS
PROJECT ID:
WORK ORDER #: GP892H-----
REGION: ALPHARETTA
COUNTY: FULTON
MAP REFERENCE: 0387-1336

DATE: SEPT 2021
PI: L8242
HQ: N SHALLOWFORD
DWG #: 24-005A

Page 56 of 84



DWG #: 24-006



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

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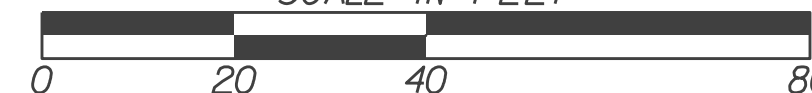

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ORANGE BARRIER FENCE	—
ESA - ENV. SENSITIVE AREA	—
(SEE ERIT TABLE)	



Georgia Power

JACOBS®

SCALE IN FEET



ENGINEERED BY: LAMONTE WASLIEN	D
PROJECT TITLE: JOHNSON FERRY CORRIDOR IMPROVEMENTS	
PROJECT ID:	
WORK ORDER #: GP892H-----	P
REGION: ALPHARETTA	H
COUNTY: FULTON	
MAP REFERENCE: 0387-1336	DV

DATE: SEPT 2021

PI: L8242
HQ: N SHALLOWFORD

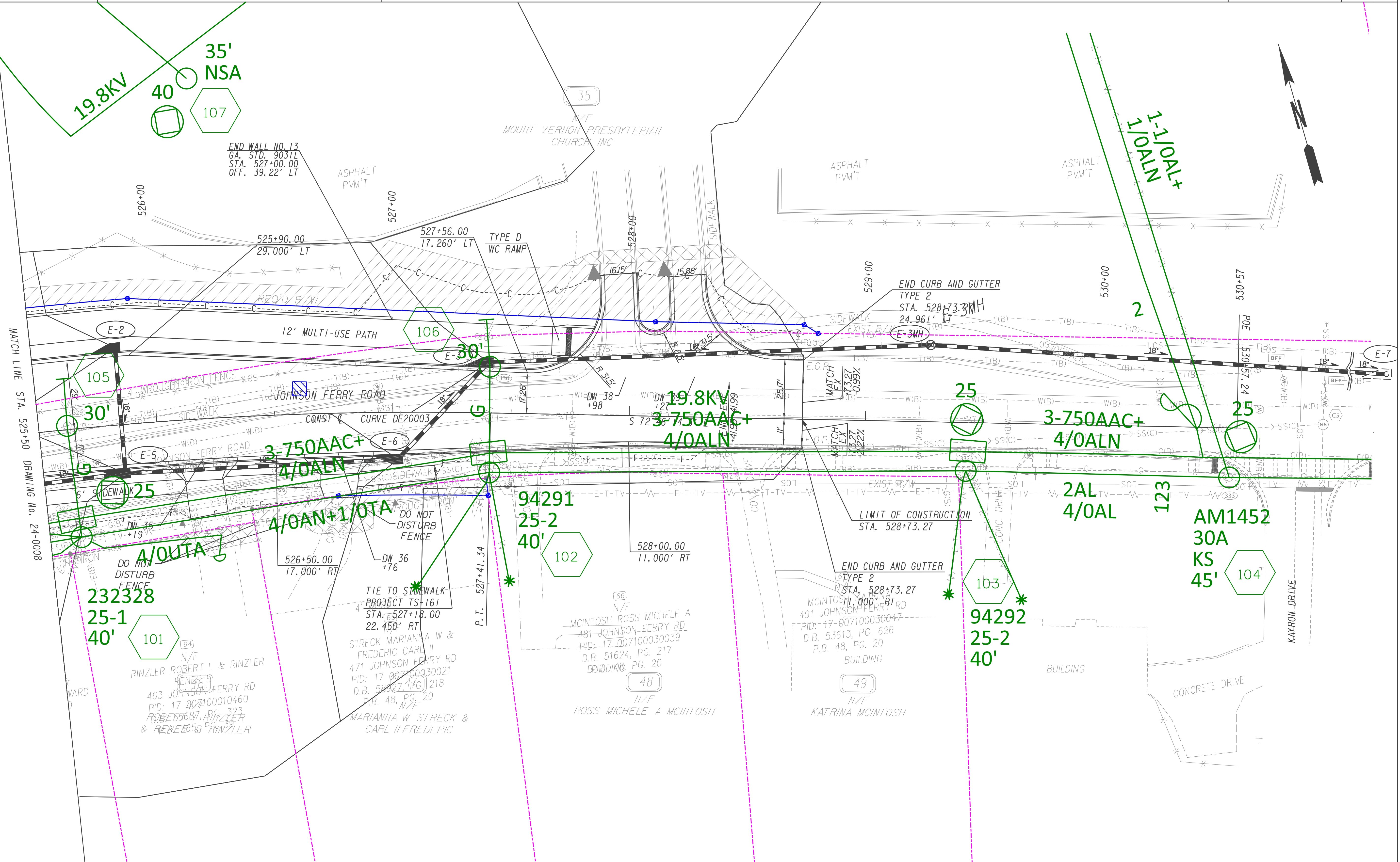
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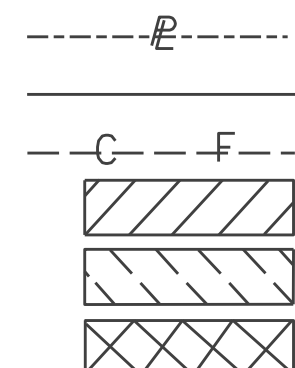
DATE: SEPT 2021
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PI: L8242
HQ: N SHALLOWFORD

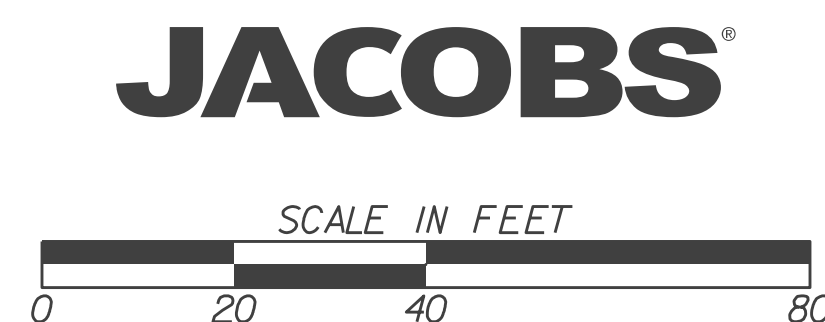
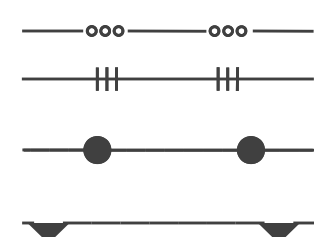
DWG #: 24-008



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



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ORANGE BARRIER FENCE	—
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(SEE ERIT TABLE)	

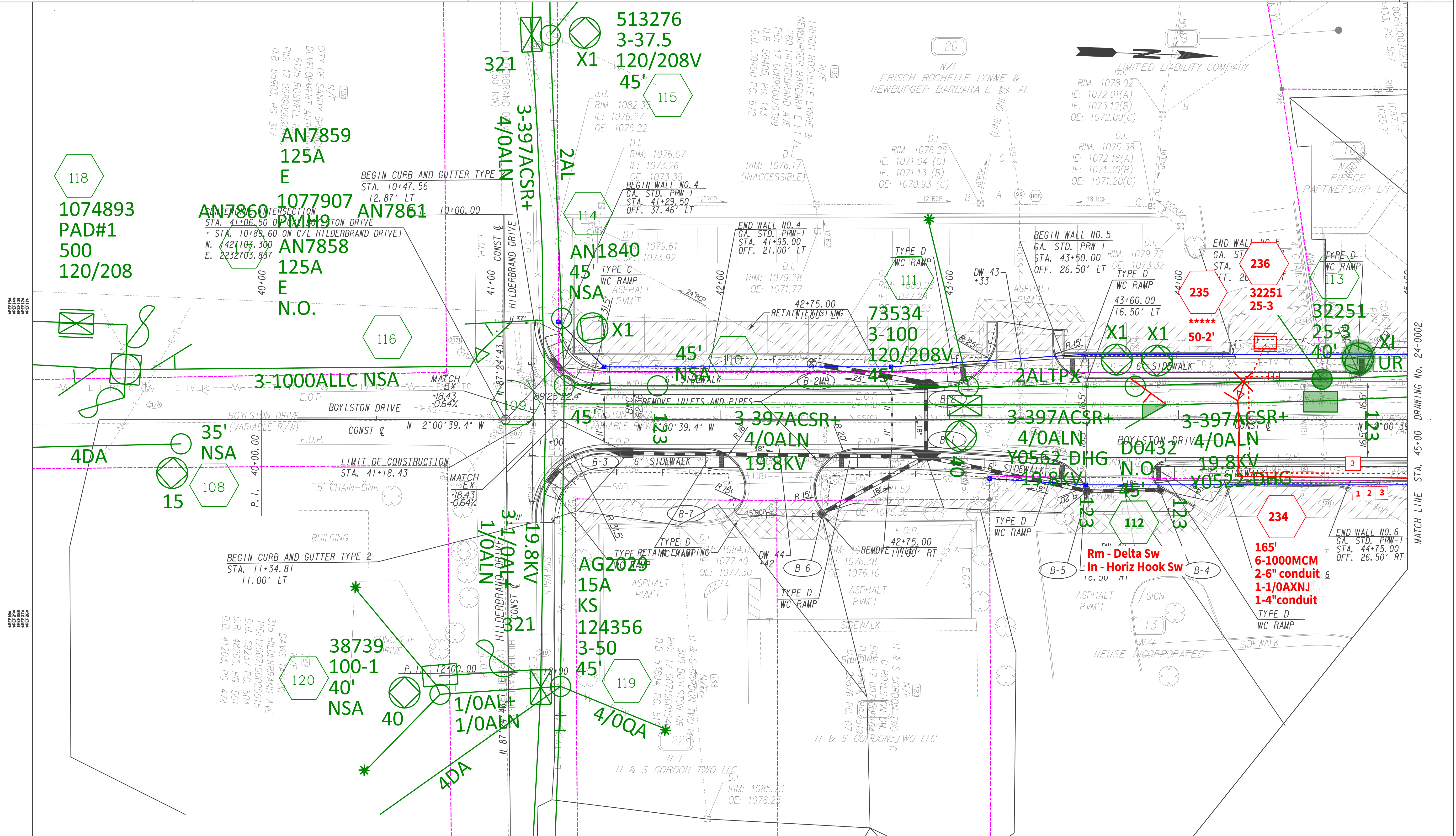


ENGINEERED BY: LAMONTE WASLIEN	DATE: 11/11/2019
PROJECT TITLE: JOHNSON FERRY CORRIDOR IMPROVEMENTS	PROJECT NO: 19-001
PROJECT ID:	PROJECT NAME: JOHNSON FERRY CORRIDOR IMPROVEMENTS
WORK ORDER #: GP892H-----	PROJECT LOCATION: JOHNSON FERRY CORRIDOR IMPROVEMENTS
REGION: ALPHARETTA	PROJECT TYPE: CORRIDOR IMPROVEMENTS
COUNTY: FULTON	PROJECT PHASE: CORRIDOR IMPROVEMENTS
MAP REFERENCE: 0387-1336	PROJECT STATUS: CORRIDOR IMPROVEMENTS

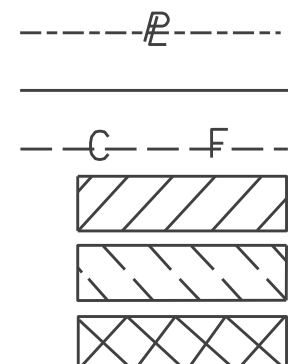
DATE: SEPT 2021

PI: L8242
HQ: N SHALLOWFORD

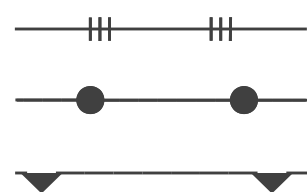
DWG #: 24-009



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



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



JACOBS®

SCALE IN FEET

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ENGINEERED BY: LAMONTE WASLIEN	DATE: 11/11/2014
PROJECT TITLE: JOHNSON FERRY CORRIDOR IMPROVEMENTS	PROJECT NO: 14-001
PROJECT ID:	PROJECT NAME: JOHNSON FERRY CORRIDOR IMPROVEMENTS
WORK ORDER #: GP892H-----	PROJECT LOCATION: JOHNSON FERRY CORRIDOR IMPROVEMENTS
REGION: ALPHARETTA	PROJECT TYPE: CORRIDOR IMPROVEMENTS
COUNTY: FULTON	PROJECT PHASE: CORRIDOR IMPROVEMENTS
MAP REFERENCE: 0387-1336	PROJECT STATUS: CORRIDOR IMPROVEMENTS

DATE: SEPT 2021

PI: L8242
HQ: N SHALLOWFORD

DWG #: 24-0010

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION APPROVING GEORGIA POWER COMPANY STIPULATED SUM AGREEMENT
FOR AERIAL-TO-UNDERGROUND UTILITY RELOCATION (PHASES 1, 2, AND 3) FOR THE TS-
191 JOHNSON FERRY ROAD AT MT. VERNON HIGHWAY PROJECT AND AUTHORIZING THE
MAYOR TO EXECUTE SAME**

WHEREAS, on September 4, 2018, City Council voted to move forward with the compressed grid design for intersection improvements at Johnson Ferry Road, Mt Vernon Highway and Boylston Road ("Project"); and

WHEREAS, the Project is currently in final design, right-of-way acquisition, and utility coordination phases; and

WHEREAS, the utility coordination phase has been determined as an opportunity to highlight the planned Veterans Park, which will encompass the Roswell Road Triangle at the intersection of Johnson Ferry Road and Mt Vernon Highway to the Sandy Springs Library; and

WHEREAS, to optimize the aesthetics of Veterans Park and to supplement the aerial-to-underground improvements already implemented for the City Springs development, the City has coordinated with Georgia Power Company ("GPC") for the development of an "aerial-to-underground" plan for distribution lines and poles, as shown in the Stipulated Sum Agreement attached hereto ("Agreement"); and

WHEREAS, preliminary engineering for the distribution phase of this Project was completed in October 2021; and

WHEREAS, the parties desire to enter into the attached Agreement in the amount of Four Million, Nineteen Thousand, Six Hundred Nineteen Dollars and Forty-One Cents (\$4,019,619.41) for the scope of work described in the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on March __, 2022, at 6:00 p.m., that:

1. The attached Agreement is hereby approved.
2. The Mayor is hereby authorized to execute the Agreement on behalf of the City.
3. The Mayor and the City Attorney are hereby authorized to take such actions and to make such minor revisions to the Agreement as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED, this the ____ day of March, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(SEAL)

ATTACHMENT

**STIPULATED SUM AGREEMENT BETWEEN
THE CITY AND GEORGIA POWER**

L8242/TS-191 Johnson Ferry Corridor Improvements Removal of Overhead Facilities on South Side of Park

1. Need signed agreement & payment
2. Complete set of final plans
 - a. For final design/ location of facilities
3. Need R/W and or easement acquisition completed.
 - a. Memorial Park easement – Acquired by GPC
 - b. R/W and or easements on parcels 6, 7, 8, 9 & 10.
 - i. Parcel 6 acquired by GPC for service line and City for transformer
4. Park area to grade, around the switching cubicles, and east to the furthest east point of the park.
5. R/W surveyed in, by the City, in the work area.
6. GPC can start installing the underground facilities.
 - a. Cubicles at locations 203, 227, 228 & 233
 - b. Transformers at locations 220 & 223
 - c. Trench in conduits and pull cable to said equipment and terminate
7. With underground system energized, or prior to, the City Electrician needs to convert services from the transformers to the buildings.
8. With services changed over the overhead facilities can start to be removed.
9. Pole in the very east point in the park will need to stay for now.
10. Pole line along Roswell Road will need to stay for now.
11. Once all attachés' have been removed from the poles GPC can pull them.
 - a. To be coordinated by City

The steel span guy pole, with guys, belongs to transmission, and will stay in the park area till the transmission pole in the NE corner of the intersection is moved south to the location where the temporary fire station is located.

Estimated **working days** for GPC to complete its work is estimated at 165 days. (This does not include the time between the communications companies getting off the poles and GPC to come back and pull the joint use poles. Any delays on service conversions to be done by an electrician. Does this include any potential delay in material acquisition. Nor does it include any weather days)



DRAWING No.	24-0002
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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: February 22, 2022 Submission for the March 1, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of the Authorization of the Georgia Power Company Stipulated Sum Agreement for Aerial-to-Underground Utility Relocation (Phase 4) for the TS-191 Johnson Ferry Road at Mt. Vernon Highway Project and Further Authorizing the Mayor to Execute Same

Recommendation:

Staff recommends that Council approve the attached resolution authorizing the Georgia Power Company ("GPC") Stipulated Sum Agreement for aerial-to-underground utility relocation (Phase 4) in the amount of \$573,702.00 ("Agreement") for the TS-191 Johnson Ferry Road at Mt. Vernon Highway Project ("Project") and further authorizing the Mayor to execute the Agreement.

Background:

The Project consists of intersection improvements at Johnson Ferry Road, Mt Vernon Highway and Boylston Road. On September 4, 2018, City Council voted to move forward with the Compressed Grid design for this Project. The Project is currently in final design, right-of-way acquisition, and utility coordination phases.

The utility coordination phase has been determined as an opportunity to highlight the planned Veterans Park, which will encompass the Roswell Road Triangle at the intersection of Johnson Ferry Road and Mt Vernon Highway to the Sandy Springs Library. To optimize the aesthetics of Veterans Park and to supplement the aerial-to-underground improvements already implemented for the City Springs development, the City has coordinated with GPC for the development of an "aerial-to-underground" plan for distribution lines and poles, as shown in Appendix 1 attached hereto. Preliminary engineering for the distribution phase of this Project was completed in October 2021.

Discussion:

The aerial-to-underground utility relocation effort as shown in Appendix 1 consists of implementing the preliminary engineering design which was completed in October 2021 for Phases 1, 2, 3, and Phase 4. Phase 4 was separated from Phases 1, 2, and 3 while the City completed design engineering and cost analysis of the phases required for Veterans Park and TS-191. The aerial-to-underground plan for the distribution poles and lines is essential to both executing the TSPLOST-funded transportation project TS-191 and in creating a future City Veterans Park. City staff has advanced this Project to the point where construction could begin in 2022.

Financial Impact:

The Agreement amount for Phase 4 is \$573,702.00. There is adequate funding in CC-006 to fund the Agreement.

Alternatives:

The City could redesign the Project to leave the utility poles above ground in the Triangle Park Area.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Kathy Williams, Staff Attorney
Toni Jo Howard, Finance Director
Dave Wells, Deputy City Manager
Eden Freeman, City Manager

Created/Initiated - 2/22/2022
Approved - 2/22/2022
Approved - 2/23/2022
Approved - 2/23/2022
Approved - 2/23/2022
Final Approval - 2/25/2022

Attachments:

1. TS191 Appendix 1
2. TS191 Undergrounding Agmt Phase 4
3. TS191 Undergrounding Agmt Phase 4 Exhibit A
4. Resolution GPC Phase 4 Stipulated Sum Agreement (021822)

SCHEMATIC SHOWING LOCATIONS FOR AERIAL-TO-UNDERGROUND UTILITY RELOCATIONS



STIPULATED SUM AGREEMENT

Sandy Springs
L10557 – Phase 4
COSS TS-191

City of Sandy Springs - Johnson Ferry Corridor Improvements Phase 4

THIS AGREEMENT is made and entered into as of the _____, by and between **CITY OF SANDY SPRINGS, STATE OF GEORGIA** (hereinafter the "City"), and **GEORGIA POWER COMPANY** (hereinafter the "Company"). Hereinafter, the City and Company may be referred to together as the Parties and each individually as a Party.

W I T N E S S E T H:

WHEREAS, City proposes to construct the City of Sandy Springs - Johnson Ferry Corridor Improvements Phase 4 (hereinafter the "Project") and has requested that Company make certain adjustments to Company's facilities to facilitate City's completion of the Project (hereinafter the "Work");

WHEREAS, Company has agreed to perform the Work on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter set forth and other good and valuable consideration, the parties hereto hereby agree as follows:

1. The Work.

The Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will make adjustments to its facilities in accordance with the Scope of Work set forth on Exhibit "A" attached hereto, incorporated herein by this reference and made a part hereof (the "Estimate").

2. Payment.

City shall pay Company in advance, for Company's performance of the Work, the contract sum of Five Hundred Seventy-Three Thousand, Seven Hundred and One Dollars and Ninety-Five Cents (\$573,701.95) (hereinafter the "Contract Sum"). Company shall have no obligation to commence the Work until City has made full payment of the Contract Sum to Company. Absent a change in the Scope of Work, as agreed to by the Parties in writing, the Contract Sum shall not exceed the aforementioned Five Hundred Seventy-Three Thousand, Seven Hundred and One Dollars and Ninety-Five Cents (\$573,701.95). If, upon completion of the Work, Company's cost to perform the Work (hereinafter the "Final Cost") is less than the Contract Sum, Company shall reimburse City the difference between the Final Cost and the Contract Sum, or any greater portion thereof, paid to Company.

3. Conditions.

Company shall have no obligation to commence the Work unless the City both makes full payment to the Company and authorizes commencement of the work prior to November 5, 2022. In the event City fails to execute and return this Agreement to Company before November 5, 2022, this Agreement shall be void and of no effect whatsoever.

4. Miscellaneous Provisions.

Duplicate originals of this Agreement may be executed, each of which shall be deemed an original but both of which together will constitute one and the same instrument. This Agreement, including Exhibits hereto, contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed, and delivered as of the date set forth below. This Agreement will be of no force and effect and the offer contained herein will be withdrawn unless the Agreement is executed by City and delivered to company on or before November 5, 2022.

COMPANY:

GEORGIA POWER COMPANY

Witness

Notary Public

(SEAL)

By: _____

Name: William J Howard

Title: CES Service Manager

Date: _____

CITY:

City of Sandy Springs, GEORGIA

ATTEST:

By: _____

Title: _____

Date: _____

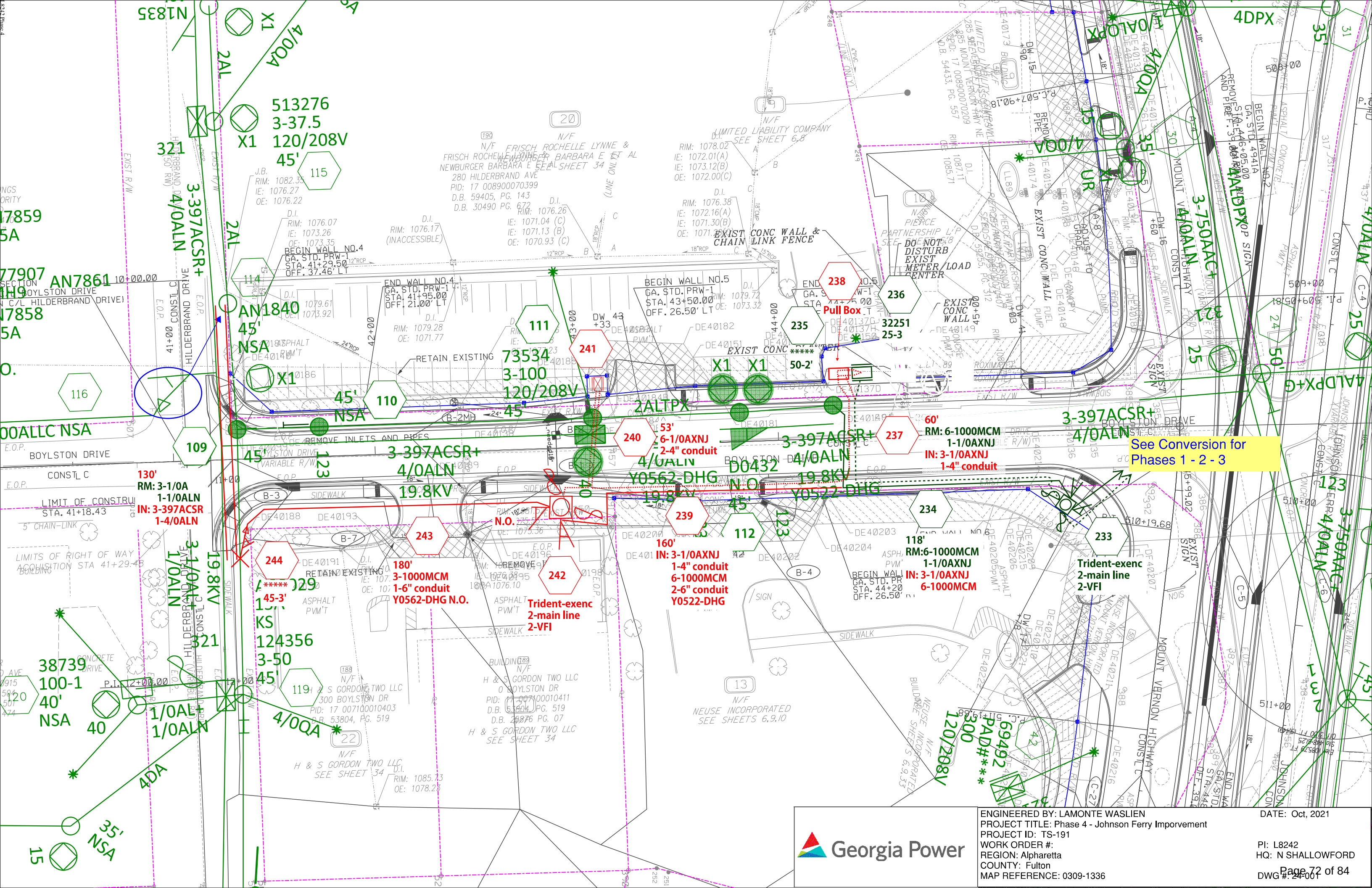
Witness: _____

Notary: _____ (SEAL)

By: _____

Mayor, City of Sandy Springs

(SEAL)



ENGINEERED BY: LAMONTE WASLIEN
PROJECT TITLE: Phase 4 - Johnson Ferry Imporvement
PROJECT ID: TS-191
WORK ORDER #:
REGION: Alpharetta
COUNTY: Fulton
MAP REFERENCE: 0309-1336

DATE: Oct, 2021

PI: L8242
HQ: N SHALLOWFORD
Page 72 of 84
DWG #: 24-001

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION APPROVING GEORGIA POWER COMPANY STIPULATED SUM AGREEMENT
FOR AERIAL-TO-UNDERGROUND UTILITY RELOCATION (PHASE 4) FOR THE TS-191
JOHNSON FERRY ROAD AT MT. VERNON HIGHWAY PROJECT AND AUTHORIZING THE
MAYOR TO EXECUTE SAME**

WHEREAS, on September 4, 2018, City Council voted to move forward with the compressed grid design for intersection improvements at Johnson Ferry Road, Mt Vernon Highway and Boylston Road ("Project"); and

WHEREAS, the Project is currently in final design, right-of-way acquisition, and utility coordination phases; and

WHEREAS, the utility coordination phase has been determined as an opportunity to highlight the planned Veterans Park, which will encompass the Roswell Road Triangle at the intersection of Johnson Ferry Road and Mt Vernon Highway to the Sandy Springs Library; and

WHEREAS, to optimize the aesthetics of Veterans Park and to supplement the aerial-to-underground improvements already implemented for the City Springs development, the City has coordinated with Georgia Power Company ("GPC") for the development of an "aerial-to-underground" plan for distribution lines and poles, as shown in the Stipulated Sum Agreement attached hereto ("Agreement"); and

WHEREAS, preliminary engineering for the distribution phase of this Project was completed in October 2021; and

WHEREAS, the parties desire to enter into the attached Agreement in the amount of Five Hundred Seventy-Three Thousand, Seven Hundred and One Dollars and Ninety-Five Cents (\$573,701.95) for the scope of work described in the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on March __, 2022, at 6:00 p.m., that:

1. The attached Agreement is hereby approved.
2. The Mayor is hereby authorized to execute the Agreement on behalf of the City.
3. The Mayor and the City Attorney are hereby authorized to take such actions and to make such minor revisions to the Agreement as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED, this the ____ day of March, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(SEAL)

ATTACHMENT
STIPULATED SUM AGREEMENT



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: February 3, 2022 Submission for the March 1, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of the Roadway Lighting Memorandum of Agreement between the City of Sandy Springs and the Georgia Department of Transportation for Roadway Lighting on State Route 9 / Roswell Road from Mt. Paran Road to North of Stewart Drive, and to Authorize the Mayor to Execute the Agreement

Recommendation:

Staff recommends that City Council approve the Georgia Department of Transportation (GDOT) Memorandum of Agreement (MOA) for Pedestrian Lighting along Roswell Road from Mt. Paran Road to north of Stewart Drive. Staff further recommends that Council authorize the Mayor to execute the MOA.

Background:

The attached MOA recognizes that the City is installing pedestrian lighting in the GDOT controlled right of way on State Route 9/Roswell Road from Mt. Paran Road to north of Stewart Drive and that the City accepts all responsibility for the maintenance and operation of the City-installed lighting. The MOA addresses eighteen (18) decorative pedestrian lights to be installed as part of this project.

Discussion:

The City is required to sign an MOA with GDOT to establish the responsibilities of the parties for ongoing maintenance and operation of the lighting installed for the sidewalk project.

Financial Impact:

The City has already paid the upfront cost and entered into a lease agreement with Georgia Power Company to ensure maintenance and repair of the installed lighting. The City will be responsible for the monthly installments through regular monthly billing, which will cover the cost of power consumption, maintenance and repair of these lights.

Alternatives:

Should the City Council not approve the MOA, GDOT will not permit installation of the lights as described above.

Review:

Cheryl Oslund, Administrative Coordinator
Marty Martin, Director of Public Works
Kathy Williams, Staff Attorney
Toni Jo Howard, Finance Director
Dave Wells, Deputy City Manager
Eden Freeman, City Manager

Created/Initiated - 2/17/2022
Approved - 2/17/2022
Approved - 2/22/2022
Approved - 2/23/2022
Approved - 2/23/2022
Final Approval - 2/25/2022

Attachments:

1. GDOT Memorandum of Agreement
2. Vicinity Map
3. Resolution

MEMORANDUM OF AGREEMENT

FOR

**PEDESTRIAN & ROADWAY LIGHTING ON STATE ROUTE 9/ROSWELL ROAD at
BETWEEN MT. PARAN ROAD AND STEWART ROAD, CITY OF SANDY SPRINGS,
GEORGIA, FULTON CO.**

CONSISTING OF

Install four (4) each new roadway lighting structures with four (4) 70W luminaries for roadway lighting and fourteen (14) each lighting structures with fourteen (14) each 54W luminaries for pedestrian lighting by Permit No. 1247811 along State Route 9, between Mt. Paran Road and just north of Stewart Road, City of Sandy Springs, Georgia, Fulton County.

BETWEEN

The City of Sandy Springs, acting by and through its City Council, hereinafter called the **CITY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The **CITY** is requesting to install four (4) each new roadway lighting structures with four (4) 70W luminaries for roadway lighting and fourteen (14) each lighting structures with fourteen (14) each 54W luminaries for pedestrian lighting by Permit No. 1247811 along State Route 9, between Mt. Paran Road and just north of Stewart Road, City of Sandy Springs, Georgia, Fulton County.

I. IT IS THE INTENTION OF THE PARTIES:

A. That the **CITY**, only to the extent that it may be bound by contracts that may hereafter be entered into, shall be responsible for

the following:

1. The **CITY** shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway lighting in accordance with the Georgia Department of Transportation's Design Policy Manual, by Permit No. 1247811 along State Route 9 between Mt. Paran Road and Stewart Road in the City of Sandy Springs, Georgia, Fulton County.

2. The **CITY**, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components that make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. The **CITY** shall at all times indemnify and save harmless the **DEPARTMENT** and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

4. The **CITY** assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.

II. IT IS FURTHER AGREED, that the **DEPARTMENT**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the **CITY** elects to de-energize or fails to properly maintain

any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition, the **DEPARTMENT** reserves the right, at its sole discretion, to remove or replace any lighting upgrades where the public safety is at any time compromised by the actions or inactions of the **CITY**.

III. IT IS FURTHER AGREED, that this Agreement shall remain in effect for a period of fifty (50) years.

IV. IT IS FURTHER AGREED, the covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

This document is a **Memorandum of Agreement** expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

IN WITNESS WHEREOF, the parties hereto have executed this **Memorandum of Agreement** to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed and delivered
this _____ day of _____,
202____, in the presence of:

GEORGIA DEPARTMENT OF TRANSPORTATION

STATE UTILITIES ENGINEER

WITNESS

REQUESTED BY: CITY OF SANDY SPRINGS, GEORGIA

BY: _____
TITLE: _____

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC
My Commission Expires: _____

(OFFICIAL SEAL-CITY OF SANDY SPRINGS, GA.)

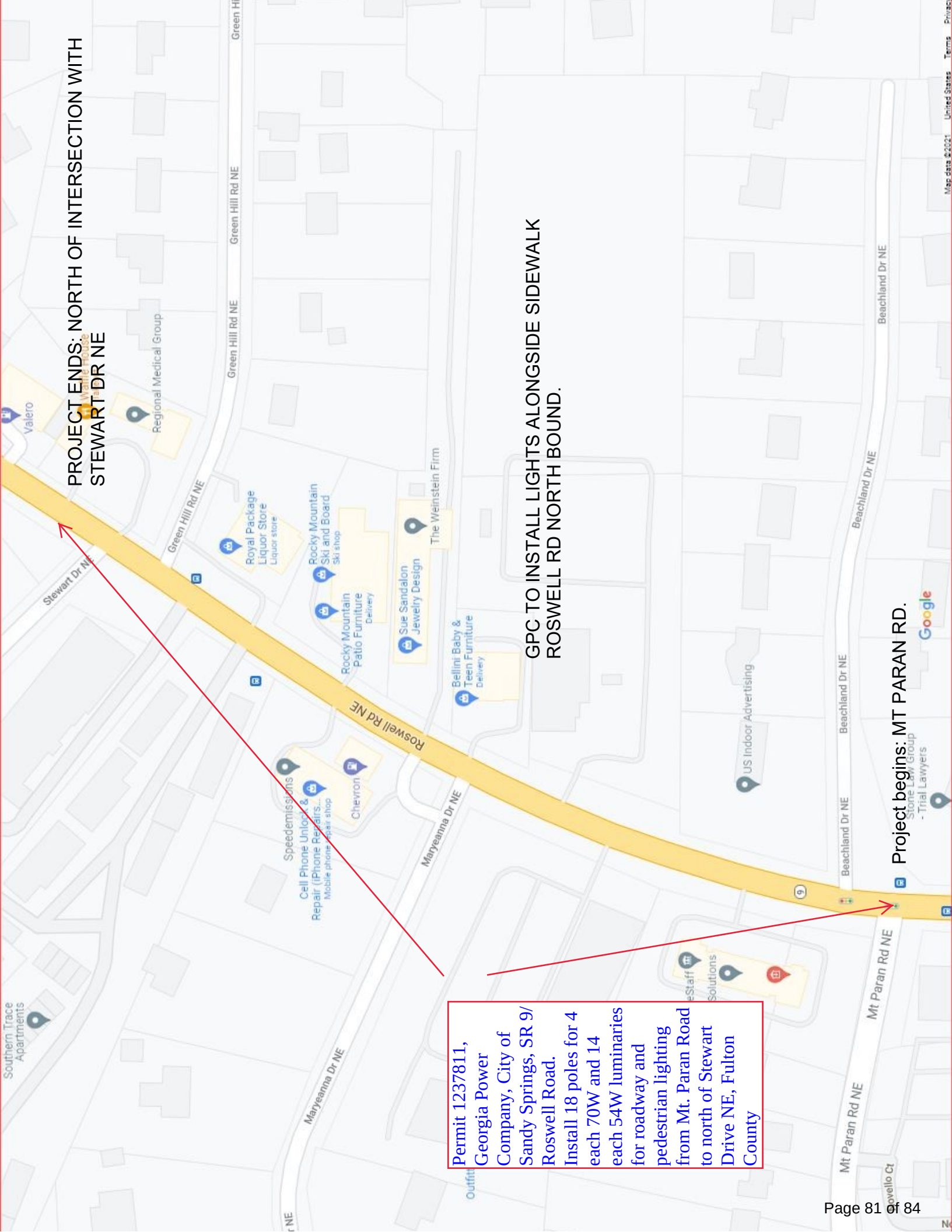
SWORN TO AND SUBSCRIBED BEFORE
ME ON THIS _____ DAY OF _____,
202____.

This Agreement approved by the
City Council at a meeting held
at _____ on
the ____ day of _____, 202__.

Attest:

BY: _____
City Clerk

October 20, 2021-cnw



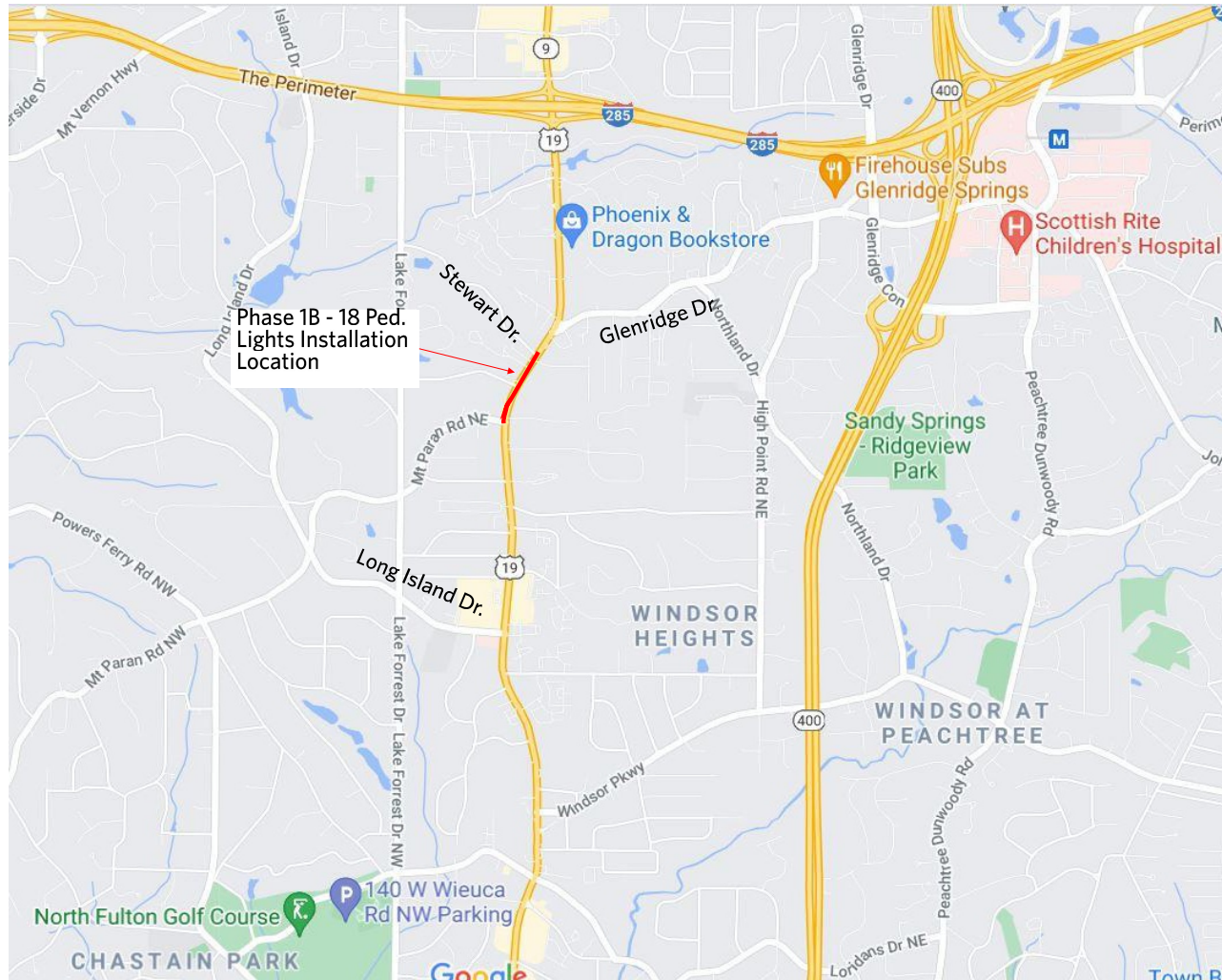
PROJECT ENDS: NORTH OF INTERSECTION WITH STEWART DR NE

GPC TO INSTALL LIGHTS ALONGSIDE SIDEWALK ROSWELL RD NORTH BOUND.

Project begins: MT PARAN RD.

Permit 1237811, Georgia Power Company, City of Sandy Springs, SR 9/ Roswell Road. Install 18 poles for 4 each 70W and 14 each 54W luminaries for roadway and pedestrian lighting from Mt. Paran Road to north of Stewart Drive NE, Fulton County

T0033-7 CDBG Roswell Road Streetscape Phase 1B Vicinity Map



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE ROADWAY LIGHTING MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS AND THE GEORGIA DEPARTMENT OF
TRANSPORTATION FOR ROADWAY LIGHTING ON STATE ROUTE 9/ROSWELL ROAD FROM
MT. PARAN ROAD TO NORTH OF STEWART DRIVE, AND TO AUTHORIZE THE MAYOR TO
EXECUTE THE AGREEMENT**

WHEREAS, the City of Sandy Springs (“City”) is installing pedestrian lighting in the Georgia Department of Transportation (“GDOT”) controlled right-of-way on State Route 9/Roswell Road from Mt. Paran Road to north of Stewart Drive (“Project”); and

WHEREAS, the City will accept all responsibility for maintenance and operation of the City-installed lighting; and

WHEREAS, the City is required to sign the attached Memorandum of Agreement (“Agreement”) with GDOT to establish the responsibilities of the parties with respect to the Project; and

WHEREAS, pursuant to the Agreement, eighteen (18) decorative pedestrian lights will be installed as part of the Project; and

WHEREAS, the City has entered into a lease agreement with Georgia Power Company and paid the required cost to ensure maintenance and repair of the installed lighting; and

WHEREAS, the City desires to enter into the attached Agreement with respect to the Project;

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

1. The attached Agreement is hereby approved.
2. The Mayor is hereby authorized to execute the attached Agreement on behalf of the City.
3. The Mayor and the City Attorney are hereby authorized to make such minor changes to the Agreement and to take such other actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the _____ day of March, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)

STATE OF GEORGIA
CITY OF SANDY SPRINGS

**A RESOLUTION APPOINTING A MEMBER TO THE
SANDY SPRINGS BOARD OF APPEALS**

BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia (“City”) while in regular session on March 1, 2022 at 6:00 p.m. as follows:

SECTION 1. That Justin Louis Sparano is hereby appointed to the Sandy Springs Board of Appeals, whose first term will begin on March 1, 2022 and end on February 28, 2026; and

SECTION 2. That should a Board member not fulfill the completion of the term referenced herein, that the member appointed to replace said member shall serve the remainder of the term; and

SECTION 3. That this Resolution shall become effective upon its adoption.

RESOLVED this the 1st day of March, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(Seal)