



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, September 6, 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. 2022-231 Meeting Minutes

August 16, 2022 City Council Special Called Meeting

August 16, 2022 City Council Work Session

August 16, 2022 City Council Meeting

B. 2022-232 Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located at 213 Mt. Vernon Cove in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-046-6); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements
(Presented by William H. Martin, Jr. AIA Public Works Director)

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

The City will make reasonable accommodations for those persons.
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- C. **2022-233** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located at 233 Mt. Vernon Cove in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-044-1); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project
(Presented by William H. Martin, Jr. AIA Public Works Director)
- D. **2022-234** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located at 253 Mt. Vernon Cove in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-043-3); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project
(Presented by William H. Martin, Jr. AIA Public Works Director)
- E. **2022-235** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located at 1105 Peachtree Dunwoody Road in Land Lot 19 of the 17th District, City of Sandy Springs (Tax ID#'s 17-0019- LL-198-6; 17-0019- LL-195-2; 17-0019- LL-195-2; 17-0019-0003-021-6); on the TS-192 Mt. Vernon Highway Corridor Improvements Project
(Presented by William H. Martin, Jr. AIA Public Works Director)
- F. **2022-236** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Temporary Construction Easement on property located at 263 Mt. Vernon Cove in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-042-5); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project
(Presented by William H. Martin, Jr. AIA Public Works Director)
- G. **2022-237** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located at 273 Mt. Vernon Cove in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-041-7); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project
(Presented by William H. Martin, Jr. AIA Public Works Director)
- H. **2022-238** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Temporary Construction Easement on property located at 300 Boylston Drive in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID#'s 17-0071-0001-041-1 & 17-0071-0001-040-3); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project

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

VII. Presentations

VIII. Public Hearing

- A. **2022-239** ABL_BILL # 95737 Approval of Alcoholic Beverage License Application for Coverage Inc, DBA Shell Food Mart, 5700 Roswell Road, Sandy Springs, GA 30342. Applicant is Mohammed Shabbir for Retail Package for Wine, & Malt Beverages

(Presented by Toni Carlisle, Chief Financial Officer)

IX. New Business

- A. **2022-240** Request for Mayor and City Council Consideration of the Reappointment of Marci Ernst as Judge of the Municipal Court for the City of Sandy Springs, Georgia
(Presented by Mayor Rusty Paul)
- B. **2022-241** Request for Mayor and Council to Approve a Resolution Authorizing the Purchase of Equipment for the City of Sandy Springs Fire Department and to Authorize the City Manager to Execute Documents to Effectuate Same
(Presented by Scott McCullers, Division Chief of Administration)
- C. **2022-242** Mayor and City Council Consideration of Request to Approve a Safety Action Plan Grant Application to the United States Department of Transportation for the 2022 Safe Streets and Roads for All Grant Program and to Commit to Local Funding Match
(Presented by William H. Martin, Jr. AIA Public Works Director)
- D. **2022-243** Request for Mayor and City Council Consideration to Authorize a 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 north of Morgan Falls Road to south of Pitts Road, and to Authorize the Mayor to Execute the Agreement
(Presented by William H. Martin, Jr. AIA Public Works Director)
- E. **2022-244** Request for Mayor and City Council to Approve a Resolution Authorizing Contract Award to Signarama Roswell to Perform Sign Installation for the City's Wayfinding Project Gateway 3 and 4 Signs, Authorizing Negotiation of Contract, and Authorizing the City Manager to Execute the Negotiated Contract
(Presented by Dave Wells, Director of Facilities/Capital Construction and Building Operations)

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- F. **2022-245** Request for Mayor and City Council Consideration of Request for City Council Approval of Lighting Services Agreement with Georgia Power Company to Install Pedestrian Scale Lighting for Project T2307, Johnson Ferry Road Pedestrian Lighting Project

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

- G. **2022-246** Request for Mayor and City Council to Approve Resolution Authorizing Acceptance of a Gift of Sculpture from the Cornerstone Donors, Authorizing Payment for Costs Associated with Installation, and Authorizing the City Manager to Take any and all Action Required to Effectuate the Acquisition of Said Gift

(Presented by Marla Shavin, Senior Public Relations Specialist)

X. Reports

- A. **2022-248** Mayor and Council Report

- B. **2022-249** Staff Reports

XI. Executive Session – Real Estate and Litigation

XII. Adjournment

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: August 11, 2022 Submission for the September 6, 2022 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located at 213 Mt. Vernon Cove in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-046-6); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property owner is Tiffany Bailey, and is located at 213 Mt. Vernon Cove, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 214.64 square feet of Fee Simple Right of Way and 543.06 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project.

Discussion:

The City's Appraised Fair Market Value offer was \$17,202.00. The property owner has elected to accept the City's Appraised Fair Market Value offer.

Financial Impact:

Sufficient funds are available in Project TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project 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

Created/Initiated - 8/25/2022
Approved - 8/25/2022

Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Approved - 8/25/2022
Approved - 8/25/2022
Final Approval - 9/1/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement. 213 MVCove Bailey
4. Resolution FS ROW and Temp Const Easement (213 MVCove Bailey)



213 Mt. Vernon Cove/ Bailey

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 the data, even if Fulton County is advised of the possibility of such losses.



0 0 0 0 0 mi



213 Mt. Vernon Cove/ Bailey

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 the data, even if Fulton County is advised of the possibility of such losses.

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

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

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

For the sum of \$17,202.00, 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.

214.64 sf
543.06 sf

**Fee Simple Right of Way
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-191 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-191 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.

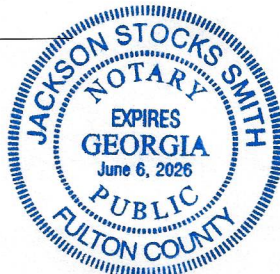
Witness my hand and seal this 5 day of August, 2022.

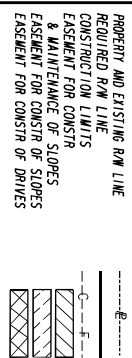
Signed, Sealed and Delivered in the presence of: _____

Christian A. Vice
Witness

Tiffany Bailey (L.S.)

[Signature]
Notary Public





BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS.....
RED RM & LIMIT OF ACCESS

SCALE IN FEET

0 20 40 80

— 100 — 200 —

— 11 — 11 —

[illegible][illegible]

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO.: TS-191
COUNTY: FULTON
LAND LOT NO.: 71
LAND DISTRICT: 121
SHEET 12-09-19 SH 19 OF 34
60-0019
DRAWING NO.

12/19/2019
Map Sheet

0001-18
00180401-181-10,131

151420-06-0020-490
SHEET 11

P.L. 80

176

176 CONT.

28

29

FULTON COUNTY
SEE SHEET 175

FULTON COUNTY
SEE SHEET 175

SEE SHEET 19

JOHNSON HARBOR & KIMBERLY MICHELLE HARBOR
SEE SHEET 19

PARCEL 176 TRACT 1 RECD R/W DE50078
PNT OFFSET/ STATION/ BEARING ALIGNMENT

DE40326 41.00 R 459+90.95 JOHNSON FERRY ROAD
346 16.44 R 459+92.79 JOHNSON FERRY ROAD
ARC LENGTH = 100.04
CHORD BEAR = N 84°14'13.7" E
LNTH CHORD = 100.00
RADIOS = 1003.22
DEGREE = 4°48'38.6"
RECD R/W = 2405.34
ACRES

DE40328 71.22 R 459+82.04 JOHNSON FERRY ROAD
DE40327 41.00 R 459+35.07 JOHNSON FERRY ROAD
ARC LENGTH = 45.69
CHORD BEAR = S 38°17'43.2" W
LNTH CHORD = 51.91
RADIOS = 1191.00
DEGREE = 4°48'38.6"
RECD R/W = 41.00 R 459+90.95 JOHNSON FERRY ROAD
RECD R/W = 2405.34
ACRES

PARCEL 176 TRACT 2 RECD R/W DE50081
PNT OFFSET/ STATION/ BEARING ALIGNMENT

347 13.81 L 521+96.67 MT VERNON HIGHWAY
DE40331 41.00 L 521+98.07 MT VERNON HIGHWAY
DE40330 41.00 L 522+51.80 MT VERNON HIGHWAY
DE40329 82.96 L 522+59.11, 0° E MT VERNON HIGHWAY
277 100.00 L 522+96.28, 7° W MT VERNON HIGHWAY
347 13.81 L 521+96.67 MT VERNON HIGHWAY
RECD R/W = 419.27 SF
RECD R/W = 0.095 ACRES

PARCEL 176 RECD TEMP. EASMT. DE50079
PNT OFFSET/ STATION/ ALIGNMENT

DE40356A 57.33 R 459+89.16 JOHNSON FERRY ROAD
ARC LENGTH = 45.69
CHORD BEAR = N 85°17'43.2" E
LNTH CHORD = 45.91
RADIOS = 1003.22
DEGREE = 4°48'38.6"
DE40327 41.00 R 459+35.07 JOHNSON FERRY ROAD
DE40358 64.35 R 459+71.83 JOHNSON FERRY ROAD
DE40356A 57.33 R 459+89.16 JOHNSON FERRY ROAD
RECD EASMT AREA = 1211.06 SF

PARCEL 176 RECD TEMP. EASMT. DE50080
PNT OFFSET/ STATION/ ALIGNMENT

DE40331 41.00 L 521+98.07 MT VERNON HIGHWAY
DE40360 54.91 L 522+99.13 MT VERNON HIGHWAY
DE40359 54.44 L 522+67.25 MT VERNON HIGHWAY
DE40350 41.00 L 522+51.80 MT VERNON HIGHWAY
DE40333 41.00 L 521+98.07 MT VERNON HIGHWAY
RECD EASMT AREA = 841.16 SF
TOTAL RECD R/W = 6594.61 SF
TOTAL TEMP EASMT. = 2058.22 SF
REMAINDER = +/- 0.5 ACRES

DE40328 71.22 R 459+82.04 JOHNSON FERRY ROAD
DE40327 41.00 R 459+35.07 JOHNSON FERRY ROAD
ARC LENGTH = 45.69
CHORD BEAR = S 38°17'43.2" W
LNTH CHORD = 51.91
RADIOS = 1191.00
DEGREE = 4°48'38.6"
RECD R/W = 41.00 R 459+90.95 JOHNSON FERRY ROAD
RECD R/W = 2405.34
ACRES

PARCEL 176 TRACT 2 RECD R/W DE50081
PNT OFFSET/ STATION/ BEARING ALIGNMENT

347 13.81 L 521+96.67 MT VERNON HIGHWAY
DE40331 41.00 L 521+98.07 MT VERNON HIGHWAY
DE40330 41.00 L 522+51.80 MT VERNON HIGHWAY
DE40329 82.96 L 522+59.11, 0° E MT VERNON HIGHWAY
277 100.00 L 522+96.28, 7° W MT VERNON HIGHWAY
347 13.81 L 521+96.67 MT VERNON HIGHWAY
RECD R/W = 419.27 SF
RECD R/W = 0.095 ACRES

PARCEL 27 RECD TEMP. EASMT. DE50107
PNT OFFSET/ STATION/ ALIGNMENT

DE40081 35.00 L 459+70.65 JOHNSON FERRY ROAD
DE40071 46.55 L 459+69.15 JOHNSON FERRY ROAD
DE40072 45.71 L 459+31.92 JOHNSON FERRY ROAD
DE40082 35.00 L 459+32.70 JOHNSON FERRY ROAD
ARC LENGTH = 60.16
CHORD BEAR = S 85°51'35.7" W
LNTH CHORD = 60.16
RADIOS = 1115.00
DEGREE = 5°08'19.1"
DE40081 35.00 L 459+70.65 JOHNSON FERRY ROAD
RECD EASMT AREA = 685.99 SF
TOTAL RECD R/W = 245.79 SF
TOTAL TEMP EASMT. = 1008.06 SF
REMAINDER = +/- 0.13 ACRES

TIFFANY BAILEY
SEE SHEET 19

PARCEL 28 RECD R/W DE50108
PNT OFFSET/ STATION/ BEARING ALIGNMENT

117 30.56 L 459+33.02 JOHNSON FERRY ROAD
DE40082 35.00 L 459+32.70 JOHNSON FERRY ROAD
ARC LENGTH = 50.06
CHORD BEAR = N 83°01'40.4" E
LNTH CHORD = 50.06
RADIOS = 1115.00
DEGREE = 5°08'19.1"
DE40083 35.00 L 459+84.33 JOHNSON FERRY ROAD
119 30.49 L 459+84.45 JOHNSON FERRY ROAD
117 30.56 L 459+33.02 JOHNSON FERRY ROAD
RECD R/W = 214.64 SF
RECD R/W = 0.005 ACRES

DE40082 35.00 L 459+32.70 JOHNSON FERRY ROAD
DE40072 45.71 L 459+31.92 JOHNSON FERRY ROAD
DE40073 45.61 L 459+84.06 JOHNSON FERRY ROAD
ARC LENGTH = 50.06
CHORD BEAR = S 80°17'44.9" W
LNTH CHORD = 50.06
RADIOS = 1115.00
DEGREE = 5°08'19.1"
DE40083 35.00 L 459+84.33 JOHNSON FERRY ROAD
119 30.49 L 459+84.45 JOHNSON FERRY ROAD
117 30.56 L 459+33.02 JOHNSON FERRY ROAD
RECD R/W = 214.64 SF
RECD R/W = 0.005 ACRES

PARCEL 28 RECD TEMP. EASMT. DE50109
PNT OFFSET/ STATION/ ALIGNMENT

DE40082 35.00 L 459+32.70 JOHNSON FERRY ROAD
DE40072 45.71 L 459+31.92 JOHNSON FERRY ROAD
DE40073 45.61 L 459+84.06 JOHNSON FERRY ROAD
ARC LENGTH = 50.06
CHORD BEAR = S 80°17'44.9" W
LNTH CHORD = 50.06
RADIOS = 1115.00
DEGREE = 5°08'19.1"
DE40083 35.00 L 459+84.33 JOHNSON FERRY ROAD
119 30.49 L 459+84.45 JOHNSON FERRY ROAD
117 30.56 L 459+33.02 JOHNSON FERRY ROAD
RECD R/W = 214.64 SF
RECD R/W = 0.005 ACRES

JOHNSON HARBOR & KIMBERLY MICHELLE HARBOR
SEE SHEET 19

PARCEL 29 RECD R/W DE50110
PNT OFFSET/ STATION/ BEARING ALIGNMENT

119 30.49 L 459+84.45 JOHNSON FERRY ROAD
DE40083 35.00 L 459+84.33 JOHNSON FERRY ROAD
ARC LENGTH = 51.77
CHORD BEAR = N 80°24'41.8" E
LNTH CHORD = 51.76
RADIOS = 1115.00
DEGREE = 5°08'19.1"
DE40084 35.00 L 460+17.73 JOHNSON FERRY ROAD
120 30.59 L 460+31.70 JOHNSON FERRY ROAD
119 30.49 L 459+84.45 JOHNSON FERRY ROAD
RECD R/W = 220.71 SF
RECD R/W = 0.005 ACRES

DE40082 35.00 L 459+32.70 JOHNSON FERRY ROAD
DE40072 45.71 L 459+31.92 JOHNSON FERRY ROAD
DE40073 45.61 L 459+84.06 JOHNSON FERRY ROAD
ARC LENGTH = 50.06
CHORD BEAR = S 80°17'44.9" W
LNTH CHORD = 50.06
RADIOS = 1115.00
DEGREE = 5°08'19.1"
DE40083 35.00 L 459+84.33 JOHNSON FERRY ROAD
119 30.49 L 459+84.45 JOHNSON FERRY ROAD
117 30.56 L 459+33.02 JOHNSON FERRY ROAD
RECD R/W = 214.64 SF
RECD R/W = 0.005 ACRES

PARCEL 29 RECD TEMP. EASMT. DE50111
PNT OFFSET/ STATION/ ALIGNMENT

DE40082 35.00 L 459+32.70 JOHNSON FERRY ROAD
DE40072 45.71 L 459+31.92 JOHNSON FERRY ROAD
DE40073 45.61 L 459+84.06 JOHNSON FERRY ROAD
ARC LENGTH = 50.06
CHORD BEAR = S 80°17'44.9" W
LNTH CHORD = 50.06
RADIOS = 1115.00
DEGREE = 5°08'19.1"
DE40083 35.00 L 459+84.33 JOHNSON FERRY ROAD
119 30.49 L 459+84.45 JOHNSON FERRY ROAD
117 30.56 L 459+33.02 JOHNSON FERRY ROAD
RECD R/W = 214.64 SF
RECD R/W = 0.005 ACRES

PROPERTY AND EXISTING R/W LINE
RECD R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSR OF SLOPES
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRAVES

BEGIN LIMIT OF ACCESS.....B/L
END LIMIT OF ACCESS.....E/LA
LIMIT OF ACCESS
RECD R/W & LIMIT OF ACCESS

DATE REVISIONS
DATE REVISIONS
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO. TS-191
COUNTY: FULTON
LAND LOT NO.: 71
LAND DISTRICT: 121
DATE: 12-09-19SF 20 OF 34
DRAWING NO.: 60-0020

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT-OF-WAY
AND TEMPORARY CONSTRUCTION EASEMENT ON THAT CERTAIN TRACT OF LAND
LOCATED AT 213 MT. VERNON COVE (TAX ID# 17-0071-0005-046-6), LYING IN LAND LOT 71 OF
THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 214.64 square feet of fee simple right-of-way and 543.06 square feet of temporary construction easement (“Property”), located at 213 Mt. Vernon Cove (Tax Id# 17-0071-0005-046-6), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Tiffany Bailey (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$17,202.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$17,202.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$17,202.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th day of September, 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

DATE: August 11, 2022 Submission for the September 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located at 233 Mt. Vernon Cove in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-044-1); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property owner is Shannan E. DeLima, and is located at 233 Mt. Vernon Cove, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 256.90 square feet of Fee Simple Right of Way and 390.62 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project.

Discussion:

The City's Appraised Fair Market Value offer was \$14,337.00. The City reached an amicable agreement with the property owner in the amount of \$15,900.00. The property owner provided Staff with additional sales comparables to justify the increase of \$1,563.00. The increase is considered reasonable, and Staff recommends acceptance and approval.

Financial Impact:

Sufficient funds are available in Project TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project 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
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 8/25/2022
Approved - 8/25/2022
Approved - 8/25/2022
Approved - 8/25/2022
Final Approval - 9/1/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement. De Lima
4. Resolution FS ROW and Temp Const Easement (233 MVCove DeLima)

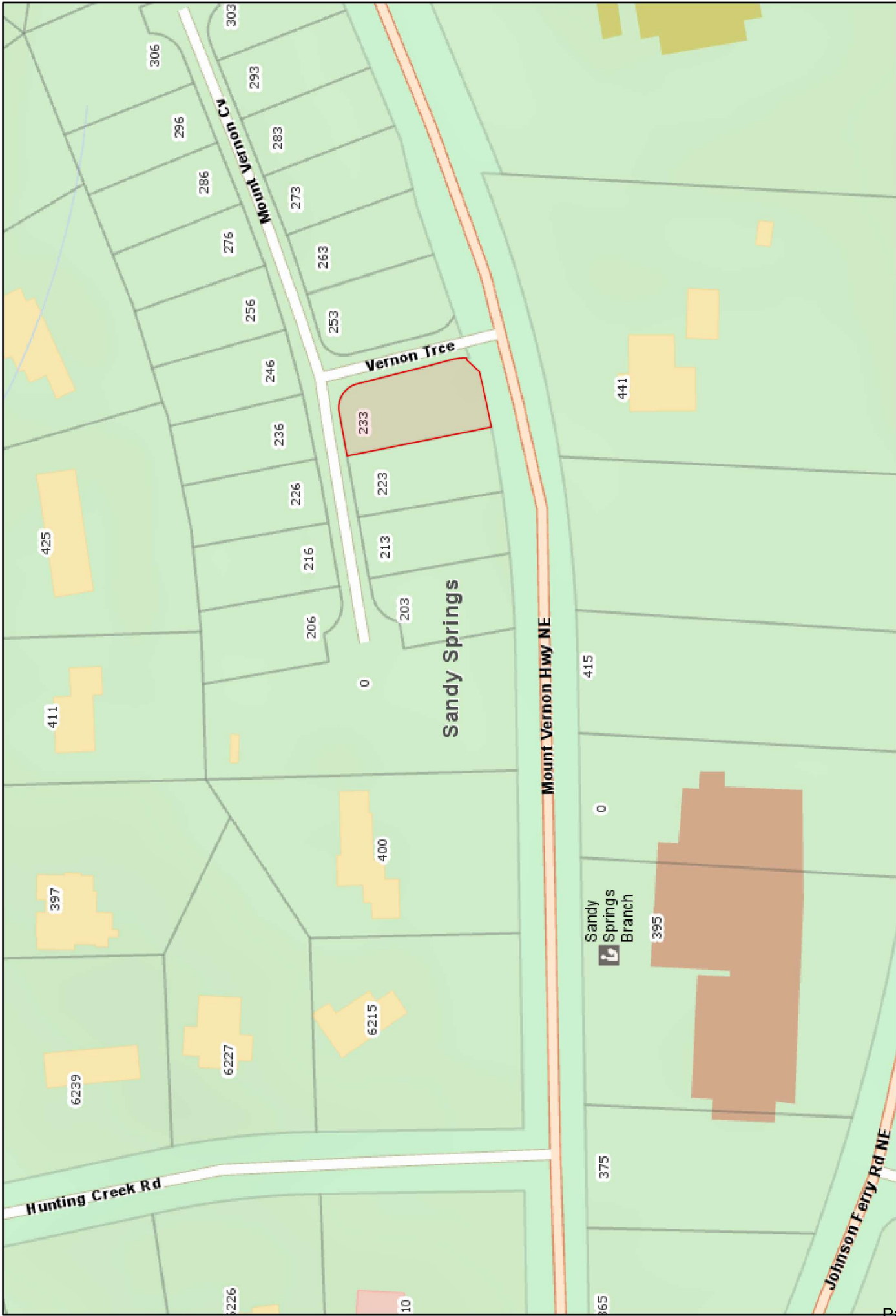


233 Mt. Vernon Cove/ DeLima

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 for engineering or construction purposes. Fulton County assumes no responsibility for losses resulting from the use of the data, even if Fulton County is advised of the possibility of such losses.



0 0 0 0 mi



233 Mt. Vernon Cove/ DeLima

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 on 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 the data, even if Fulton County is advised of the possibility of such losses.

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

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

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

For the sum of ~~\$14,337.00~~ ^{\$15,900.00 See}, 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.

256.90 sf
390.62 sf

**Fee Simple Right of Way
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-191 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-191 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.

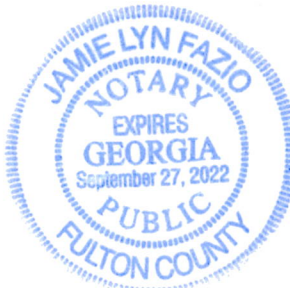
Witness my hand and seal this 10th day of August, 2022.

Signed, Sealed and Delivered in the presence of:

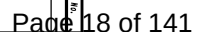
Christian A Vixie
Witness

Shannon Edeline (L.S.)

Jamie Lyn Fazio
Notary Public



7/31/2015 GPM PLN



7/31/2015 (GMT+8)

[illegible]

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT-OF-WAY
AND TEMPORARY CONSTRUCTION EASEMENT ON THAT CERTAIN TRACT OF LAND
LOCATED AT 233 MT. VERNON COVE (TAX ID# 17-0071-0005-044-1), LYING IN LAND LOT 71 OF
THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 256.90 square feet of fee simple right-of-way and 390.62 square feet of temporary construction easement (“Property”), located at 233 Mt. Vernon Cove (Tax Id# 17-0071-0005-044-1), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Shannan DeLima (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$15,900.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$15,900.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$15,900.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th day of September, 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: August 11, 2022 Submission for the September 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located at 253 Mt. Vernon Cove in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-043-3); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property owner is Ruixin Wang and Wei Qiu, and is located at 253 Mt. Vernon Cove, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 544.17 square feet of Fee Simple Right of Way and 418.10 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project.

Discussion:

The City's Appraised Fair Market Value offer was \$29,688.00. The City reached an amicable agreement with the property owner in the amount of \$30,688.00. The property owner provided Staff with additional sales comparables to justify the increase of \$1,000.00. The increase is considered reasonable, and Staff recommends acceptance and approval.

Financial Impact:

Sufficient funds are available in Project TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project 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

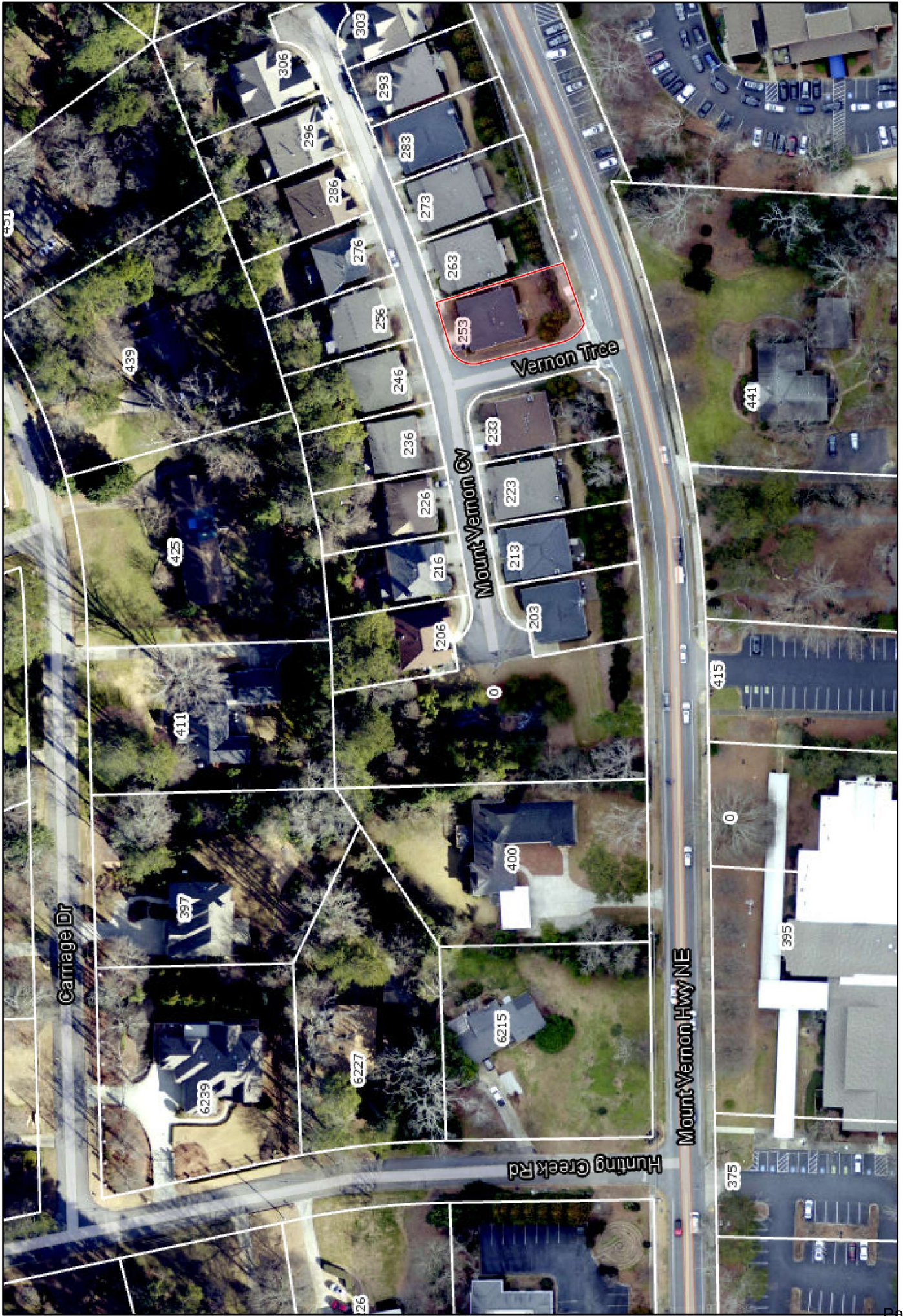
Created/Initiated - 8/25/2022

Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Approved - 8/25/2022
Approved - 8/25/2022
Approved - 8/25/2022
Final Approval - 9/1/2022

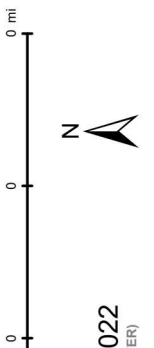
Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement. Wang-Qui
4. Resolution FS ROW and Temp Const Easement (253 MVCove Wang-Qui)



253 Mt. Vernon Cove/ Wang-Qui

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 for engineering or construction purposes. Fulton County assumes no responsibility for losses resulting from the use of the data, even if Fulton County is advised of the possibility of such losses.





253 Mt. Vernon Cove/ Wang-Qui

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 the data, even if Fulton County is advised of the possibility of such losses.



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

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

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

For the sum of ~~\$29,688.00~~ 30,688.00 ^{RW} _{WB}, 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.

RW
WB

544.17 sf

Fee Simple Right of Way

546.74 sf

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-191 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-191 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 5th day of August, 2022.

Signed, Sealed and Delivered in the presence of:

Witness

Ruthie C Jones
Notary Public



P 31

[Signature] (L.S.)

[Signature] (L.S.)

EXHIBIT "A"

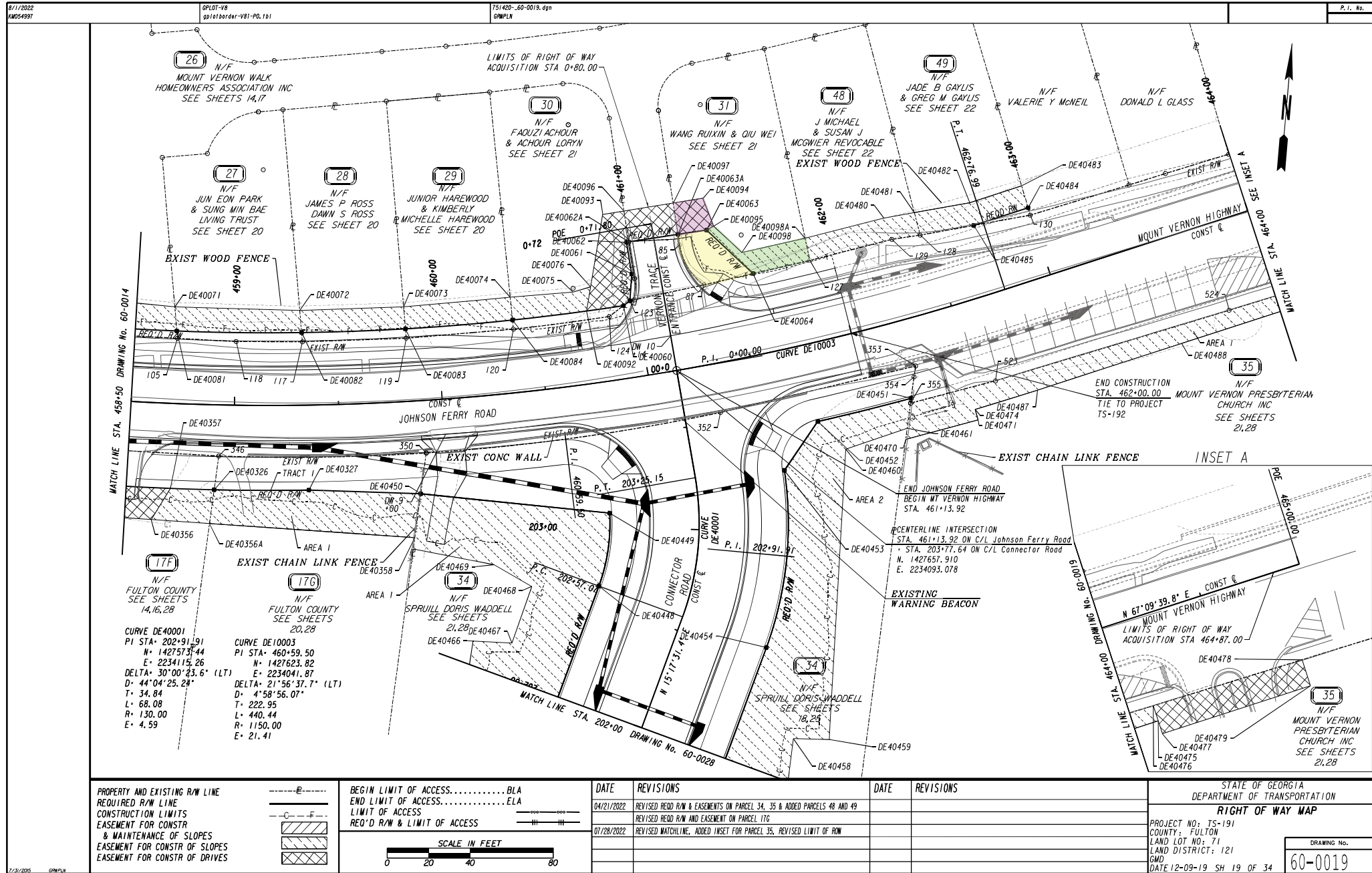


EXHIBIT "B"

8/11/2002
KMO5499709L07-V8
gd010border-v81-P0.101751420--60-0021.dgn
GMPLEN

P.L. No.

(30)

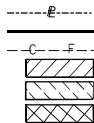
N/F
FAOUZI ACHOUR & ACHOUR LORYN
SEE SHEET 19

PARCEL 30 TRACT 1		REQ'D R/W		DE50112	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
120	30.59 L	460+37.70	JOHNSON FERRY ROAD		
	4.41	N 10°37'12.8" W			
DE40084	35.00 L	460+37.73	JOHNSON FERRY ROAD		
ARC LENGTH	53.95				
CHORD BEAR	N 77°41'43.7" E				
LNTH CHORD	53.94				
RADIUS	1115.00				
DEGREE	5°08'19.1"				
DE40060	35.00 L	460+93.37	JOHNSON FERRY ROAD		
	8.57	S 47°37'36.2" W			
124	30.86 L	460+85.64	JOHNSON FERRY ROAD		
ARC LENGTH	46.66				
CHORD BEAR	S 77°33'29.1" W				
LNTH CHORD	46.65				
RADIUS	1049.60				
DEGREE	5°27'31.7"				
120	30.59 L	460+37.70	JOHNSON FERRY ROAD		
REOD R/W	214.99	SF			
REOD R/W	0.005	ACRES			

PARCEL 30 TRACT 2				REQ'D R/W		DE50113	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT				
123	36.86 L	460+96.89	JOHNSON FERRY ROAD				
	12.93	N 17°43.0" W					
DE40061	49.46 L	460+99.91	JOHNSON FERRY ROAD				
	15.50	N 14°23'28.3" W					
DE40062	64.96 L	460+99.80	JOHNSON FERRY ROAD				
	1.16	N 76°25'53.0" E					
DE40062A	64.95 L	461+01.03	JOHNSON FERRY ROAD				
	17.90	S 13°52'43.6" E					
90	47.06 L	461+00.97	JOHNSON FERRY ROAD				
ARC LENGTH = 10.27							
CHORD BEAR = S 4°04'14.5" E							
LNTH CHORD = 10.22							
RADIUS = 30.00							
DEGREE = 190°59'09.4"							
88	36.99 L	460+99.13	JOHNSON FERRY ROAD				
	2.18	S 72°37'52.7" W					
123	36.86 L	460+96.89	JOHNSON FERRY ROAD				
REOD R/W = 41.91 SF							
REOD R/W = 0.001 ACRES							

PARCEL 30	REQ'D TEMP.	EASMT.	DE50114
PNT	OFFSET	STATION	ALIGNMENT
DE40084	35.00 L	460+37.73	JOHNSON FERRY ROAD
DE40074	46.04 L	460+37.79	JOHNSON FERRY ROAD
DE40075	44.89 L	460+69.36	JOHNSON FERRY ROAD
DE40076	46.29 L	460+78.46	JOHNSON FERRY ROAD
DE40092	35.00 L	460+74.76	JOHNSON FERRY ROAD
DE40084	35.00 L	460+37.73	JOHNSON FERRY ROAD
REOD EASMT AREA	390.62	SF	

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



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

(30) CONT.

N/F
FAOUZI ACHOUR & ACHOUR LORYN
SEE SHEET 19

PARCEL 30	REQ'D DRWY.	EASM'T.	DE50115
PNT	OFFSET/	STATION/	ALIGNMENT
DE40092	35.00 L	460+74.76	JOHNSON FERRY ROAD
DE40093	80.00 L	460+89.93	JOHNSON FERRY ROAD
DE40096	80.06 L	461+01.08	JOHNSON FERRY ROAD
DE40062A	64.95 L	461+01.03	JOHNSON FERRY ROAD
DE40062	64.96 L	460+99.80	JOHNSON FERRY ROAD
DE40061	49.46 L	460+99.91	JOHNSON FERRY ROAD
123	36.86 L	460+96.89	JOHNSON FERRY ROAD
DE40060	35.00 L	460+93.37	JOHNSON FERRY ROAD
DE40092	35.00 L	460+74.76	JOHNSON FERRY ROAD
TOTAL REOD R/W = 256.90 SF			
+ 0.006 ACRES			
TOTAL TEMP ESM'T = 390.62 SF			
REMAINDER +/- 0.14 ACRES			

(31)
N/F
WANG RUIXIN & QIU WEI
SEE SHEET 19

PARCEL 31		REQ'D R/W		DE50118	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
DE40063A	64.48 L	461+26.46	JOHNSON FERRY ROAD		
	13.89	N 76°25'53.0" E			
DE40063	63.96 L	461+41.16	JOHNSON FERRY ROAD		
	30.67	S 51°50'09.4" E			
DE40064	38.92 L	461+59.72	JOHNSON FERRY ROAD		
	24.28	S 72°04'26.4" W			
87	38.27 L	461+34.61	JOHNSON FERRY ROAD		
ARC LENGTH = 23.21					
CHORD BEAR = N 36°02'50.5" W					
LNTH CHORD = 22.64					
RADIUS = 30.00					
DEGREE = 190°59'08.7"					
85	59.47 L	461+26.33	JOHNSON FERRY ROAD		
	5.01	N 13°52'43.6" W			
DE40063A	64.48 L	461+26.46	JOHNSON FERRY ROAD		
REQD R/W	= 544.17	SF			
REQD R/W	= 0.012	ACRES			

PARCEL 31	REQ'D TEMP.	EASMT.	DE50120
PNT	OFFSET/	STATION/	ALIGNMENT
DE40063	63.96 L	461+41.16	JOHNSON FERRY ROAD
DE40095	65.11 L	461+45.06	JOHNSON FERRY ROAD
DE40098	49.95 L	461+56.49	JOHNSON FERRY ROAD
DE40098A	49.97 L	461+89.07	JOHNSON FERRY ROAD
127	39.03 L	461+88.79	JOHNSON FERRY ROAD
DE40064	38.92 L	461+59.72	JOHNSON FERRY ROAD
DE40063	63.96 L	461+41.16	JOHNSON FERRY ROAD
REQD EASMT AREA	418.10	SF	

PARCEL 31 REQ'D DRWY. EASM'T. DE50119			
PNT	OFFSET/	STATION/	ALIGNMENT
DE40063A	64.48 L	461+26.46	JOHNSON FERRY ROAD
DE40097	79.80 L	461+26.88	JOHNSON FERRY ROAD
DE40094	79.20 L	461+42.44	JOHNSON FERRY ROAD
DE40095	65.11 L	461+45.06	JOHNSON FERRY ROAD
DE40063	63.96 L	461+41.16	JOHNSON FERRY ROAD
DE40063A	64.48 L	461+26.46	JOHNSON FERRY ROAD
TOTAL REOD R/W 544.17 SF			
0.01 ACRES			
TOTAL TEMP ESM'T = 418.10 SF			
REMAINDER +/- 0.12 ACRES			

DATE REVISIONS

04/21/22 REVISED REOD R/W & EASEMENTS ON PARCEL 34

(34)

N/F
SPRUILL DORIS WADDELL
SEE SHEETS 19, 28

PARCEL 34	REQ'D R/W	DE50159	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40444	38.00 L	522+97.69	MT VERNON HIGHWAY
ARC LENGTH	34.45		
CHORD BEAR	S 89°04'30.6" E		
LNTH CHORD	34.45		
RADIUS	1538.00		
DEGREE	3°43'31.2"		
DE40445	62.66 L	200+36.72	CONNECTOR ROAD
	28.41 L	N 47°41'44.1" E	
DE40446	43.00 L	200+57.23	CONNECTOR ROAD
ARC LENGTH	88.66		
CHORD BEAR	N 9°33'30.1" E		
LNTH CHORD	88.52		
RADIUS	443.00		
DEGREE	12°56'00.9"		
DE40447	43.00 L	201+37.35	CONNECTOR ROAD
	119.72 N	S 15°17'31.4" E	
DE40448	43.00 L	202+57.07	CONNECTOR ROAD
ARC LENGTH	35.76		
CHORD BEAR	N 3°30'58.9" E		
LNTH CHORD	35.51		
RADIUS	87.00		
DEGREE	65°51'26.0"		
DE40449	43.00 L	203+10.51	CONNECTOR ROAD
	91.52 N	89°02'16.2" W	
DE40450	44.82 R	459+86.93	JOHNSON FERRY ROAD
	19.88 N	2°44'53.7" E	
350	25.32 R	459+90.69	JOHNSON FERRY ROAD
ARC LENGTH	143.30		
CHORD BEAR	N 77°15'50.8" E		
LNTH CHORD	143.18		
RADIUS	999.75		
DEGREE	5°43'51.6"		
352	23.65 R	461+30.96	JOHNSON FERRY ROAD
	96.69 N	71°42'34.5" E	
353	23.03 R	462+25.75	JOHNSON FERRY ROAD
	5.30 S	4°04'29.3" W	
354	27.87 R	462+23.61	JOHNSON FERRY ROAD
	10.44 S	2°33'34.9" W	
DE40451	37.50 R	462+19.70	JOHNSON FERRY ROAD
ARC LENGTH	46.37		
CHORD BEAR	S 71°08'00.7" W		
LNTH CHORD	46.36		
RADIUS	1187.50		
DEGREE	4°49'29.7"		
DE40452	37.50 R	461+74.80	JOHNSON FERRY ROAD
	28.56 S	29°24'21.7" W	
DE40453	43.00 R	203+22.26	CONNECTOR ROAD
ARC LENGTH	86.75		
CHORD BEAR	S 0°55'34.0" W		
LNTH CHORD	85.85		
RADIUS	173.00		
DEGREE	33°07'08.2"		
DE40454	43.00 R	202+57.07	CONNECTOR ROAD
	119.72 S	15°17'31.4" W	
DE40455	43.00 R	201+37.35	CONNECTOR ROAD
ARC LENGTH	58.90		
CHORD BEAR	S 10°33'57.0" W		
LNTH CHORD	58.83		
RADIUS	357.00		
DEGREE	16°02'57.3"		
DE40456	43.00 R	200+71.36	CONNECTOR ROAD
	41.35 S	40°24'34.3" E	
DE40457	42.00 L	524+62.57	MT VERNON HIGHWAY
ARC LENGTH	60.25		
CHORD BEAR	S 82°17'58.1" E		
LNTH CHORD	60.25		
RADIUS	1542.00		
DEGREE	3°42'56.4"		

(34) CONT.

N/F
SPRUILL DORIS WADDELL
SEE SHEETS 19, 28

PARCEL 34		REQ'D R/W		DE50159 CONT.	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
DE40411	42.00 L	525+21.18	MT VERNON HIGHWAY		
	41.10	S 2°33'34.9" W			
282	1.15 L	525+25.66	MT VERNON HIGHWAY		
	229.67	N 84°22'49.8" W			
277	5.21 L	522+96.28	MT VERNON HIGHWAY		
	32.82	N 2°44'53.7" E			
DE40444	38.00 L	522+97.69	MT VERNON HIGHWAY		
REOD R/W	40510.21 SF				
REOD R/W	0.930 ACRES				
PARCEL 34 AREA 1		REQ'D TEMP. EASM'T.		DE50161	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		
DE40444	38.00 L	522+97.69	MT VERNON HIGHWAY		
DE40462	52.77 L	522+98.30	MT VERNON HIGHWAY		
DE40463	69.81 L	200+48.64	CONNECTOR ROAD		
DE40464	60.39 L	200+59.03	CONNECTOR ROAD		
DE40465	70.49 L	201+12.31	CONNECTOR ROAD		
DE40466	90.78 L	202+11.18	CONNECTOR ROAD		
DE40467	72.81 L	202+16.77	CONNECTOR ROAD		
DE40468	73.29 L	202+45.67	CONNECTOR ROAD		
DE40469	93.99 L	202+49.26	CONNECTOR ROAD		
DE40328	71.22 R	459+82.04	JOHNSON FERRY ROAD		
DE40450	44.82 R	459+86.93	JOHNSON FERRY ROAD		
DE40449	43.00 L	203+10.51	CONNECTOR ROAD		
ARC LENGTH = 35.76					
CHORD BEAR = S 3°30'58.9" W					
LNTH CHORD = 35.51					
RADIUS = 87.00					
DEGREE = 65°51'26.0"					
DE40448	43.00 L	202+57.07	CONNECTOR ROAD		
DE40447	43.00 L	201+37.35	CONNECTOR ROAD		
ARC LENGTH = 88.66					
CHORD BEAR = S 9°33'30.1" W					
LNTH CHORD = 88.52					
RADIUS = 443.00					
DEGREE = 12°56'00.9"					
DE40446	43.00 L	200+57.23	CONNECTOR ROAD		
DE40445	62.66 L	200+36.72	CONNECTOR ROAD		
ARC LENGTH = 34.45					
CHORD BEAR = N 89°04'30.6" W					
LNTH CHORD = 34.45					
RADIUS = 1538.00					
DEGREE = 3°43'31.2"					
DE40444	38.00 L	522+97.69	MT VERNON HIGHWAY		
REOD EASM'T AREA = 10170.98 SF					

PARCEL 34 CONT. ON SHEET 60-0022

DATE REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: TS-191
COUNTY: FULTON
LAND LOT NO: 71
LAND DISTRICT: 121
GMD

DRAWING NO.

60-0021

7/31/2005 GMPLEN

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT-OF-WAY
AND TEMPORARY CONSTRUCTION EASEMENT ON THAT CERTAIN TRACT OF LAND
LOCATED AT 253 MT. VERNON COVE (TAX ID# 17-0071-0005-043-3), LYING IN LAND LOT 71
OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 544.17 square feet of fee simple right-of-way and 418.10 square feet of temporary construction easement (“Property”), located at 253 Mt. Vernon Cove (Tax Id# 17-0071-0005-043-3), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Ruixin Wang and Wei Qui (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$30,688.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$30,688.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$30,688.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th day of September, 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: August 11, 2022 Submission for the September 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located at 1105 Peachtree Dunwoody Road in Land Lot 19 of the 17th District, City of Sandy Springs (Tax ID#'s 17-0019- LL-198-6; 17-0019- LL-195-2; 17-0019- LL-195-2; 17-0019-0003-021-6); on the TS-192 Mt. Vernon Highway Corridor Improvements Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 19 of the 17th District, Fulton County, Georgia. The property owner is Extra Space of Sandy Springs, LLC, and the property is located at 1105 Peachtree Dunwoody Road, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 965.12 square feet of Fee Simple Right of Way and 2,184.00 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-192 Mt. Vernon Highway Corridor Improvements Project.

Discussion:

The City's Appraised Fair Market Value offer was \$107,100.00 and Staff has reached an amicable settlement in the amount of \$112,700.00 with the property owner. In seeking the additional \$5,600.00, the property owner is seeking reimbursement for expenses due to their Lender for an appraisal and legal fees. This request is proper and in line with commercial lending practices. Therefore, Staff recommends acceptance and approval.

Financial Impact:

Sufficient funds are available in Project TS-192 Mt. Vernon Highway Corridor Improvements Project 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
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 8/25/2022
Approved - 8/25/2022
Approved - 8/25/2022
Approved - 8/25/2022
Final Approval - 9/1/2022

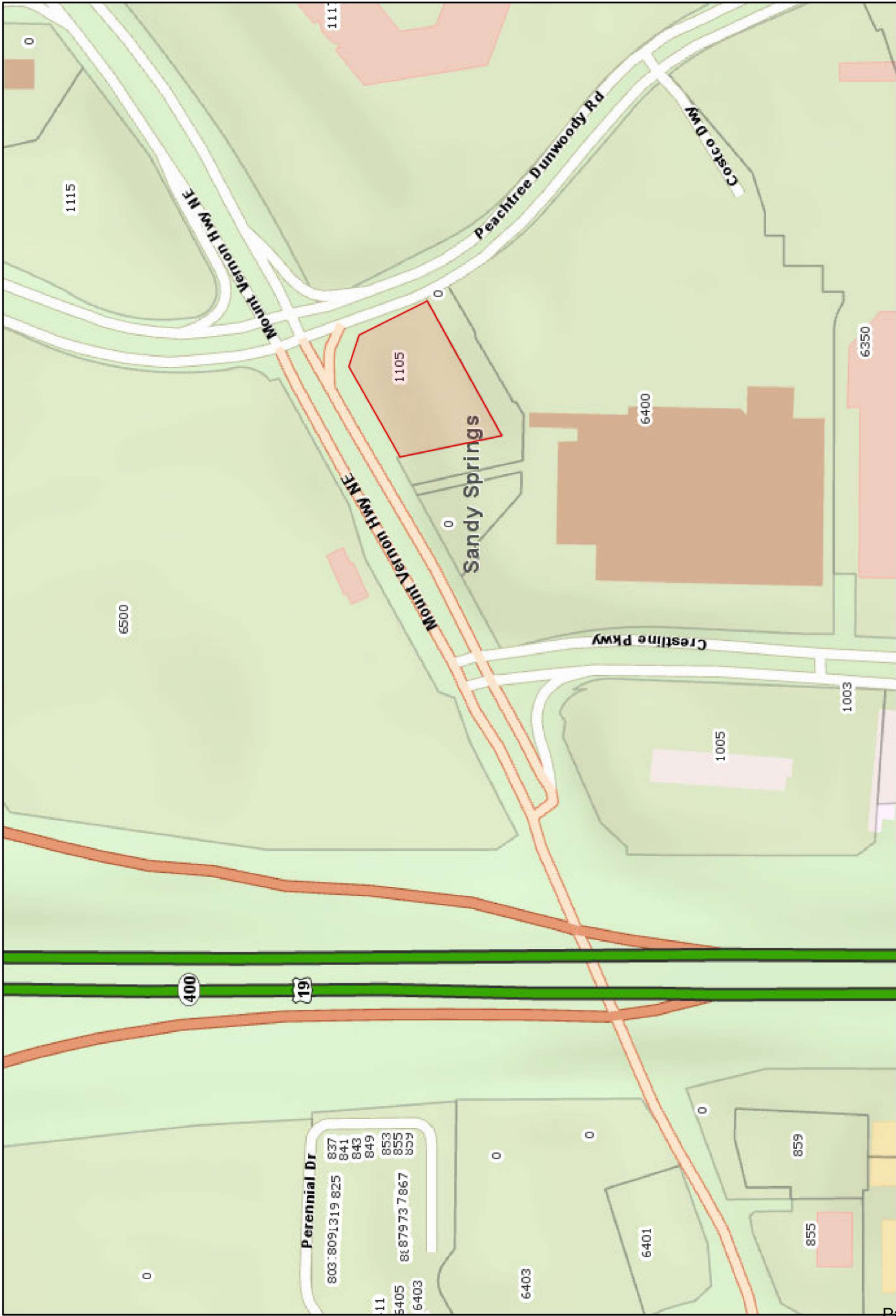
Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement. Extra Space of SS
4. Resolution FS ROW and Temp Const Easement (1105 PDR)



1105 Peachtree Dunwoody Road/ Extra Space of Sandy Springs LLC

Date: 8/24/2022
Map Size: 8.5x11 (LETTER)



Date: 8/24/2022
Map Size: 8.5x11 (LETTER)

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

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 19 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

8/12/22 \$112,700.00 ~~2/15/22 \$112,700.00 for Kinder's driveway easement~~
For the sum of \$107,100.00, 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.

965.12 sf **Fee Simple Right of Way**
2,184.00 sf **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-192 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-192 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.

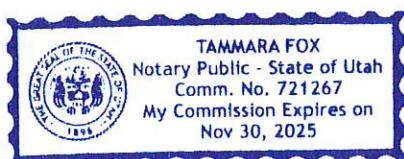
Witness my hand and seal this 13th day of June, 2022.

Signed, Sealed and Delivered in the presence of:

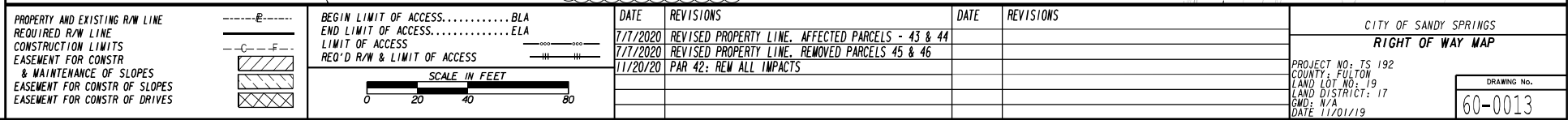
[Signature]
Witness

Julie Renae Ierling (L.S.)

Tammara Fox
Notary Public



4/22/2021	6PLOT-V8	241703541_60-0013.dgn	CITY OF SANDY SPRINGS CITY COUNCIL	PROJECT NO.
Shane Plche	gploborder-V81-P0.1b1	GWMLR		TS192



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT-OF-WAY
AND TEMPORARY CONSTRUCTION EASEMENT ON THAT CERTAIN TRACT OF LAND
LOCATED AT 1105 PEACHTREE DUNWOODY ROAD (TAX ID#’S 17-0019- LL-198-6;
17-0019- LL-195-2; 17-0019-0003-021-6), LYING IN LAND LOT 19 OF THE
17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the TS-192 Mt. Vernon Highway Corridor Improvements project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 965.12 square feet of fee simple right-of-way and 546.74 square feet of temporary construction easement (“Property”), located at 1105 Peachtree Dunwoody Road (Tax Id#’s 17-0019- LL-198-6; 17-0019- LL-195-2; 17-0019-0003-021-6), in Land Lot 19 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Extra Space Sandy Springs, LLC (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$112,700.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$112,700.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$112,700.00.
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th day of September, 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: August 11, 2022 Submission for the September 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Temporary Construction Easement on property located at 263 Mt. Vernon Cove in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-042-5); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property owner is John Michael McGwier, Trustee of the J. Michael McGwier Revocable Trust dated March 22, 2017 and Susan Jones McGwier, Trustee of the Susan J. McGwier Revocable Trust dated March 22, 2017, and is located at 263 Mt. Vernon Cove, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 595.43 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project.

Discussion:

The City's Appraised Fair Market Value offer was \$8,436.00. The property owner elected to accept the City's Appraised Fair Market Value Offer.

Financial Impact:

Sufficient funds are available in Project TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project 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

Created/Initiated - 8/25/2022

Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Approved - 8/25/2022
Approved - 8/25/2022
Approved - 8/25/2022
Final Approval - 9/1/2022

Attachments:

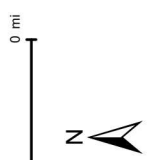
1. Aerial Map
2. GIS Map
3. Executed Agreement. McGwier Trust
4. Resolution FS ROW and Temp Const Easement (263 MVCove McGwier)



263 Mt. Vernon Cove/ McGwier

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 engineering standards. Fulton County assumes no responsibility for losses resulting from the use of the data, even if Fulton County is advised of the possibility of such losses.

Date: 8/24/2022
 Page: 8.5x11 (LETTER)





263 Mt. Vernon Cove/ McGwier

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 the data, even if Fulton County is advised of the possibility of such losses.

Date: 8/24/2022
 Map Size: 8.5x11 (LETTER)

AGREEMENT TO PURCHASE TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

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

For the sum of \$8,436.00, 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.

595.43

Temporary Construction Easement

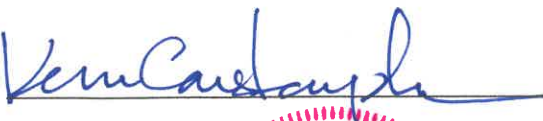
- 3) Any and all Temporary Construction and/or Driveway Easement(s) granted herein shall commence upon the City's use of these Easements for construction of the TS-191 Project and shall terminate three years from the commencement of the City's use of these Easements; or upon the completion and City's final acceptance of the TS-191 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

Witness my hand and seal this 3RD day of AUGUST, 2022.

Signed, Sealed and Delivered in the presence of:


Witness

 (L.S.)


Notary Public

____ (L.S.)

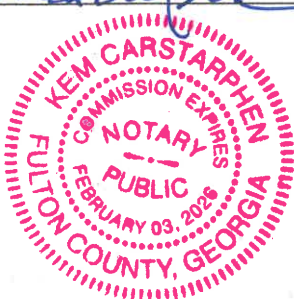


EXHIBIT "A"

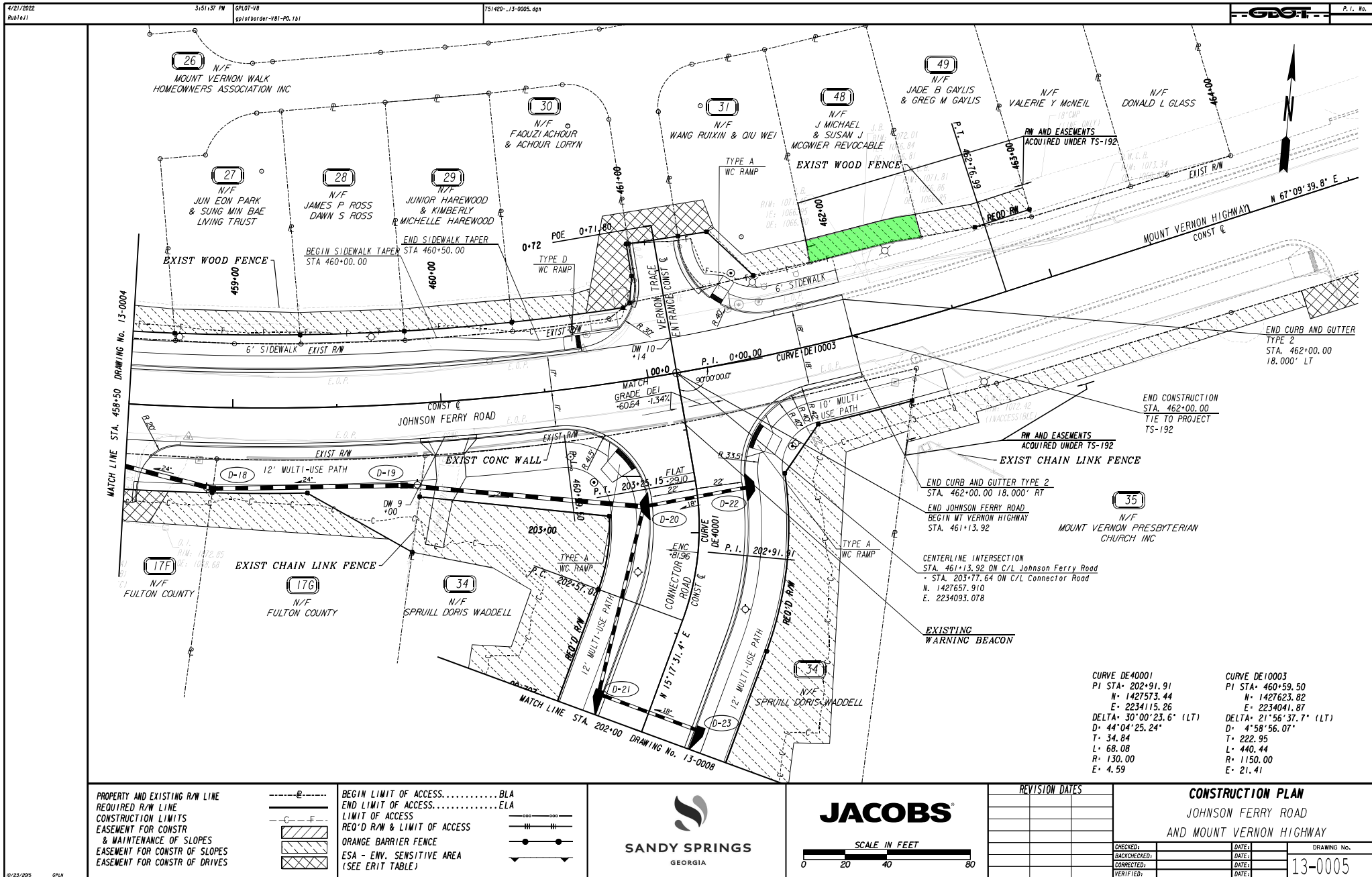


EXHIBIT "B"

[illegible]

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE TEMPORARY CONSTRUCTION
EASEMENT ON THAT CERTAIN TRACT OF LAND LOCATED AT 263 MT. VERNON COVE
(TAX ID# 17-0071-0005-042-5), LYING IN LAND LOT 71 OF THE 17TH DISTRICT,
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 595.43 square feet of temporary construction easement (“Property”), located at 263 Mt. Vernon Cove (Tax Id# 17-0071-0005-042-5), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by John Michael McGwier, Trustee of the J. Michael McGwier Revocable Trust dated March 22, 2017 and Susan Jones McGwier, Trustee of the Susan J. McGwier Revocable Trust dated March 22, 2017 (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$8,436.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$8,436.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$8,436.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th say of September, 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: August 11, 2022 Submission for the September 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located at 273 Mt. Vernon Cove in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID# 17-0071-0005-041-7); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property owner is Pranit Kumar Pandey, and is located at 273 Mt. Vernon Cove, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 50.87 square feet of Fee Simple Right of Way and 593.33 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project.

Discussion:

The City's Appraised Fair Market Value offer was \$10,458.00. The property owner elected to accept the City's Appraised Fair Market Value Offer.

Financial Impact:

Sufficient funds are available in Project TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project 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
Toni Carlisle, Chief Financial Officer

Created/Initiated - 8/25/2022
Approved - 8/25/2022
Approved - 8/25/2022

Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Approved - 8/25/2022
Final Approval - 8/30/2022

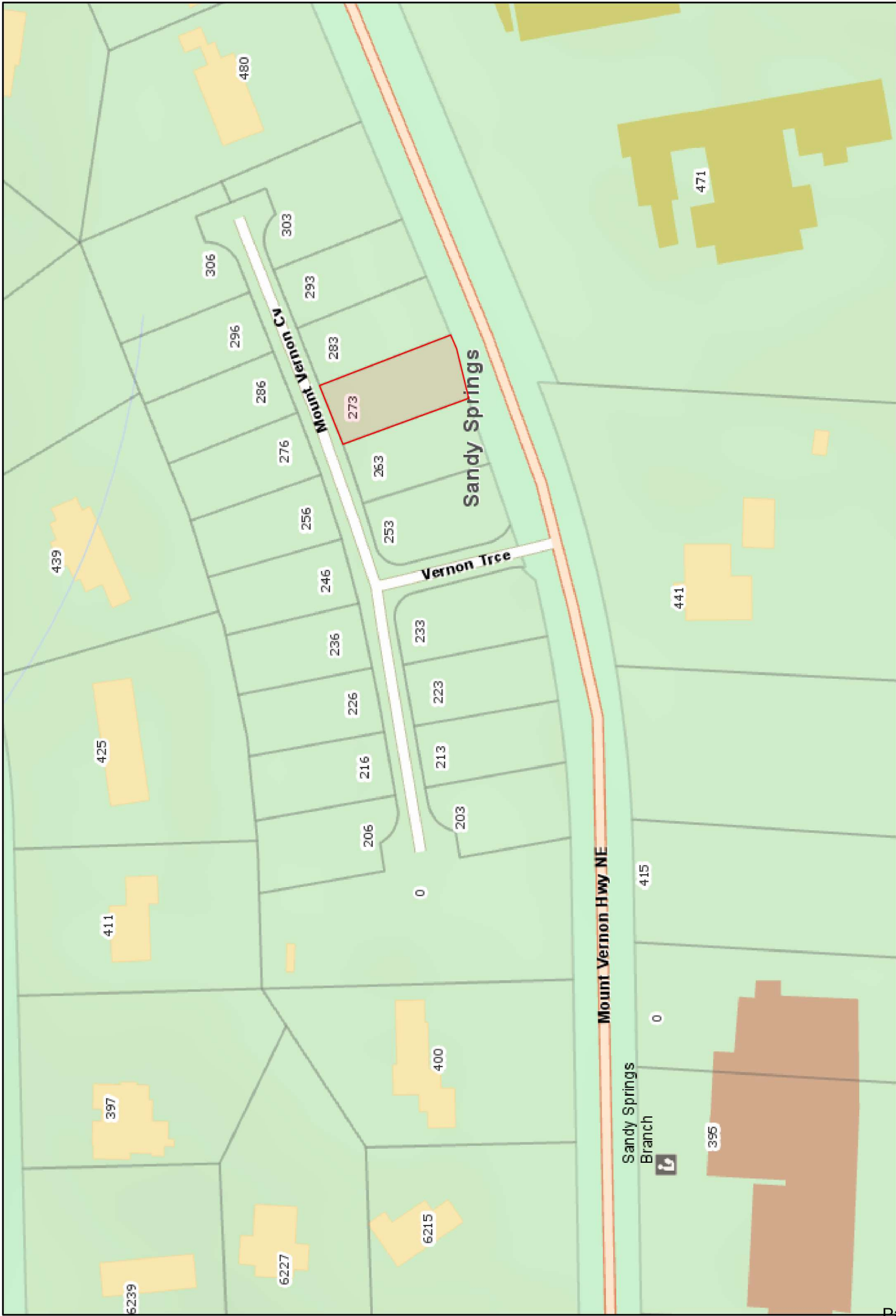
Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement. Pandy
4. Resolution FS ROW and Temp Const Easement (273 MVCove Pandy)



273 Mt. Vernon Cove/ Pandy

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 engineering standards. Fulton County assumes no responsibility for losses resulting from the use of the data, even if Fulton County is advised of the possibility of such losses.



273 Mt. Vernon Cove/ Pandy

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 the data, even if Fulton County is advised of the possibility of such losses.

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

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

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

For the sum of **\$10,458.00**, 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.

50.87 sf
593.33 sf

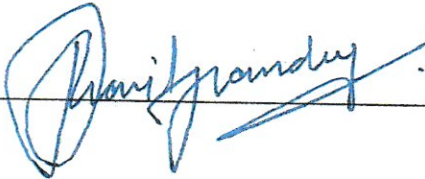
**Fee Simple Acquisition
Temporary Construction Easement**

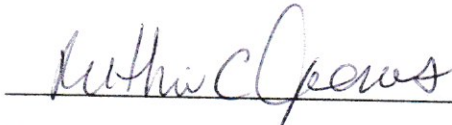
- 3) Any and all Temporary Construction and/or Driveway Easement(s) granted herein shall commence upon the City's use of these Easements for construction of the TS-191 Project and shall terminate three years from the commencement of the City's use of these Easements; or upon the completion and City's final acceptance of the TS-191 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

Witness my hand and seal this 5th day of AUGUST, 2022.

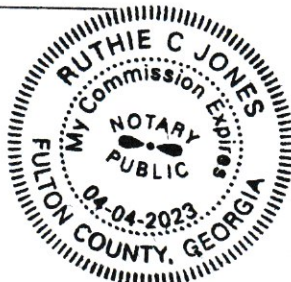
Signed, Sealed and Delivered in the presence of:

Witness

 (L.S.)



Notary Public



P. 49

EXHIBIT "A"

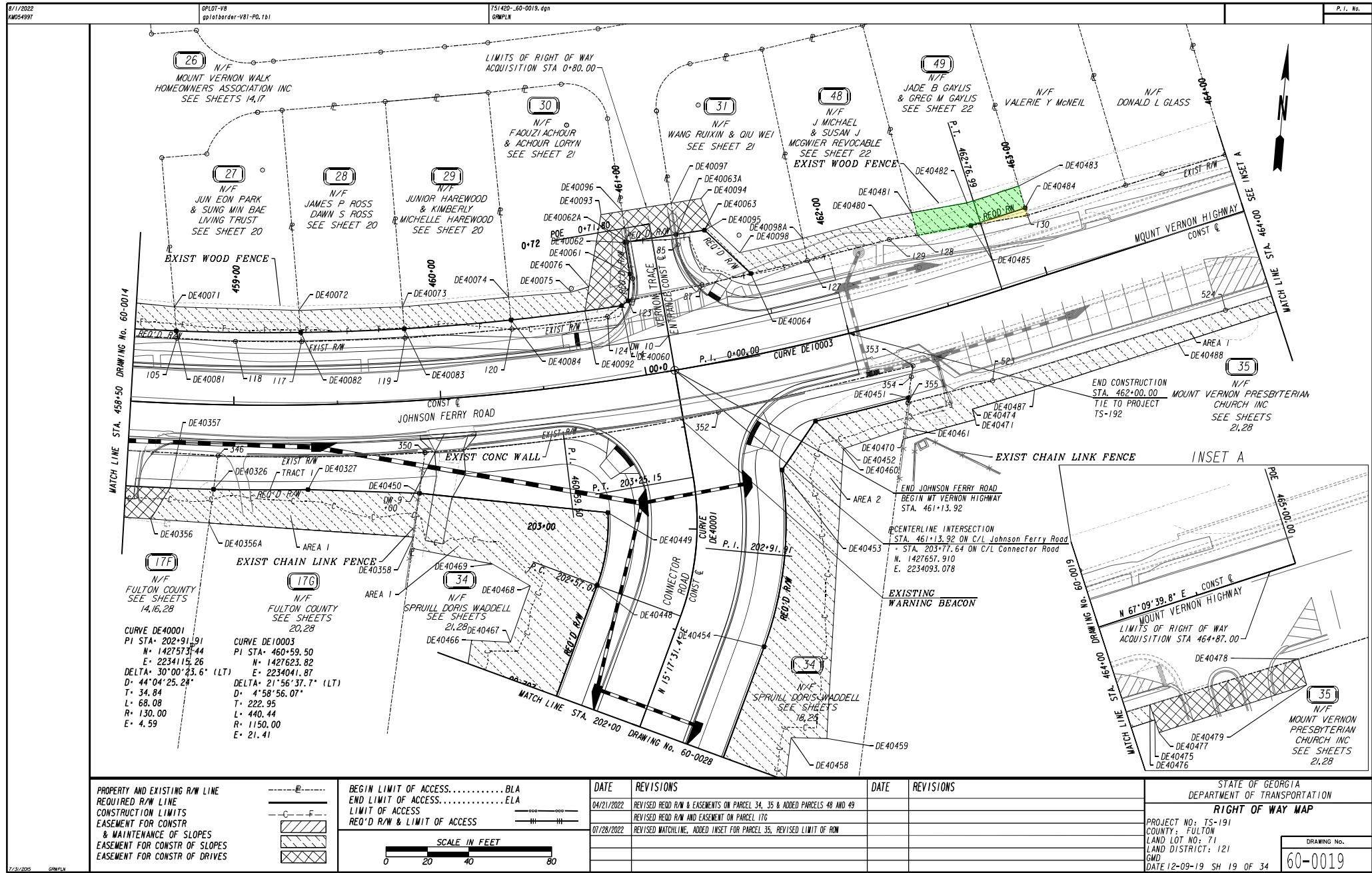


EXHIBIT "B"

8/11/2022
KMO54997DPL01-V8
gpl01border-v81-P0.101751420--60-0022.dgn
GMPLEN

P.L. No.

(34) CONT.

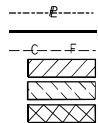
N/F
SPRUELL DORIS WADDELL
SEE SHEETS 19, 28

PARCEL 34 AREA 2	REQ'D TEMP.	EASMT.	DE50160
PNT	OFFSET/	STATION/	ALIGNMENT
DE40486	42.00 L	525+00.00	MT VERNON HIGHWAY
ARC LENGTH	38.48		
CHORD BEAR	N 82°42'14.2" W		
LNTH CHORD	38.48		
RADIUS	1542.00		
DEGREE	3°42'56.4"		
DE40457	42.00 L	524+62.57	MT VERNON HIGHWAY
DE40456	43.00 R	200+71.36	CONNECTOR ROAD
ARC LENGTH	58.90		
CHORD BEAR	N 10°33'57.0" E		
LNTH CHORD	58.83		
RADIUS	357.00		
DEGREE	16°02'57.3"		
DE40455	43.00 R	201+37.35	CONNECTOR ROAD
DE40454	43.00 R	202+57.07	CONNECTOR ROAD
ARC LENGTH	86.75		
CHORD BEAR	N 0°55'34.0" E		
LNTH CHORD	85.85		
RADIUS	173.00		
DEGREE	33°07'08.2"		
DE40453	43.00 R	203+22.26	CONNECTOR ROAD
DE40452	37.50 R	461+74.80	JOHNSON FERRY ROAD
ARC LENGTH	46.37		
CHORD BEAR	N 71°08'00.7" E		
LNTH CHORD	46.36		
RADIUS	1187.50		
DEGREE	4°49'29.7"		
DE40451	37.50 R	462+19.70	JOHNSON FERRY ROAD
DE40461	50.97 R	462+14.36	JOHNSON FERRY ROAD
DE40460	53.53 R	461+84.48	JOHNSON FERRY ROAD
DE40459	86.72 R	202+25.90	CONNECTOR ROAD
DE40458	70.41 R	202+20.32	CONNECTOR ROAD
DE40401	86.05 R	201+52.49	CONNECTOR ROAD
DE40395	84.24 R	200+84.54	CONNECTOR ROAD
DE40394	107.50 R	200+85.71	CONNECTOR ROAD
DE40392	67.00 L	525+00.00	MT VERNON HIGHWAY
DE40486	42.00 L	525+00.00	MT VERNON HIGHWAY
REQD EASMT AREA	12131.27	SF	

PARCEL 34	REQ'D PERM.	EASMT.	DE50162
PNT	OFFSET/	STATION/	ALIGNMENT
DE40486	42.00 L	525+00.00	MT VERNON HIGHWAY
DE40392	67.00 L	525+00.00	MT VERNON HIGHWAY
DE40391	67.00 L	525+18.55	MT VERNON HIGHWAY
DE40411	42.00 L	525+21.18	MT VERNON HIGHWAY
ARC LENGTH	21.77		
CHORD BEAR	N 81°35'04.4" W		
LNTH CHORD	21.77		
RADIUS	1542.00		
DEGREE	3°42'56.4"		
DE40486	42.00 L	525+00.00	MT VERNON HIGHWAY
REQD EASMT	514.01	SF	
REQD EASMT	0.012	ACRES	

TOTAL REQD R/W = 40510.21 SF
= 0.93 ACRES
TOTAL TEMP ESM'T = 22302.25 SF
TOTAL PERM ESM'T = 514.01 SF
REMAINDER = +/- 0.382 ACRES

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



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



(35)

N/F
MOUNT VERNON PRESBYTERIAN CHURCH INC
SEE SHEETS 19, 28

PARCEL 35	REQ'D R/W	DE50126	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40411	42.00 L	525+21.18	MT VERNON HIGHWAY
ARC LENGTH	183.84		
CHORD BEAR	S 77°45'53.0" E		
LNTH CHORD	183.73		
RADIUS	1542.00		
DEGREE	3°42'56.4"		
DE40402	42.00 L	527+00.01	MT VERNON HIGHWAY
	61.48	S 72°33'14.3" E	
DE40397	41.18 L	527+00.33	MT VERNON HIGHWAY
	40.00 L	S 71°24'57.8" E	
DE40403	40.00 L	528°10.33	MT VERNON HIGHWAY
	62.94	S 72°46'14.3" E	
DE40404	40.00 L	528°73.27	MT VERNON HIGHWAY
	7.61	S 44°56'45.8" E	
DE40405	36.45 L	528°80.00	MT VERNON HIGHWAY
	70.65	N 73°06'52.8" W	
DE40409	36.02 L	528°09.35	MT VERNON HIGHWAY
	40.00 L	N 75°30'32.3" W	
DE40408	32.48 L	527°35.17	MT VERNON HIGHWAY
ARC LENGTH	129.88		
CHORD BEAR	N 82°14'31.6" W		
LNTH CHORD	129.86		
RADIUS	2197.49		
DEGREE	2°36'26.4"		
DE40407	17.06 L	526°08.28	MT VERNON HIGHWAY
	14.68	N 83°56'07.3" W	
DE40406	10.44 L	525°24.62	MT VERNON HIGHWAY
	31.75	N 2°33'34.9" E	
DE40411	42.00 L	525+21.18	MT VERNON HIGHWAY
REQD R/W	5494.63	SF	
REQD R/W	0.126	ACRES	

PARCEL 35 AREA 1	REQ'D TEMP.	EASMT.	DE50163
PNT	OFFSET/	STATION/	ALIGNMENT
DE40470	56.02 R	462+12.38	JOHNSON FERRY ROAD
355	39.68 R	462+18.83	JOHNSON FERRY ROAD
523	40.65 R	462+59.74	JOHNSON FERRY ROAD
524	42.83 R	463+76.70	JOHNSON FERRY ROAD
DE40476	43.32 R	464+12.00	JOHNSON FERRY ROAD
DE40475	51.00 R	464+12.00	JOHNSON FERRY ROAD
DE40488	51.00 R	463+50.00	JOHNSON FERRY ROAD
DE40487	51.00 R	462+76.99	JOHNSON FERRY ROAD
ARC LENGTH	31.48		
CHORD BEAR	S 67°54'43.3" W		
LNTH CHORD	31.48		
RADIUS	1201.00		
DEGREE	4°46'14.4"		
DE40474	51.00 R	462+46.84	JOHNSON FERRY ROAD
DE40471	56.27 R	462+46.80	JOHNSON FERRY ROAD
DE40470	56.02 R	462+12.38	JOHNSON FERRY ROAD
REQD EASMT AREA	2046.27	SF	

PARCEL 35	REQ'D DRWY.	EASMT.	DE50128
PNT	OFFSET/	STATION/	ALIGNMENT
DE40397	41.18 L	527°60.33' 527°60.33'	MT VERNON HIGHWAY
DE40398	69.21 L	527°83.66' 528°38.17'	MT VERNON HIGHWAY
DE40399	73.59 L	528°38.17' 528°73.27'	MT VERNON HIGHWAY
DE40400	42.77 L	528°73.27' 528°73.27'	MT VERNON HIGHWAY
DE40404	40.00 L	528°10.33' 527°60.33'	MT VERNON HIGHWAY
DE40403	41.18 L	527°60.33'	MT VERNON HIGHWAY

(35) CONT.

N/F
MOUNT VERNON PRESBYTERIAN CHURCH INC
SEE SHEETS 19, 28

PARCEL 35 AREA 2	REQ'D TEMP.	EASMT.	DE50127
PNT	OFFSET/	STATION/	ALIGNMENT
DE40390	52.00 L	525+20.12	MT VERNON HIGHWAY
ARC LENGTH	186.13		
CHORD BEAR	S 77°47'05.8" E		
LNTH CHORD	186.01		
RADIUS	1552.00		
DEGREE	3°41'30.3"		
DE40393	52.00 L	527°00.01	MT VERNON HIGHWAY
DE40396	51.16 L	527°68.64	MT VERNON HIGHWAY
DE40397	41.18 L	527°60.33	MT VERNON HIGHWAY
DE40402	42.00 L	527°00.01	MT VERNON HIGHWAY
ARC LENGTH	183.84		
CHORD BEAR	N 77°45'53.0" W		
LNTH CHORD	183.73		
RADIUS	1542.00		
DEGREE	3°42'56.4"		
DE40411	42.00 L	525+21.18	MT VERNON HIGHWAY
DE40390	52.00 L	525+20.12	MT VERNON HIGHWAY
REQD EASMT AREA	2507.65	SF	

PARCEL 35	REQ'D DRWY.	EASMT.	DE50164
PNT	OFFSET/	STATION/	ALIGNMENT
DE40476	43.32 R	464+12.00	JOHNSON FERRY ROAD
DE40478	44.36 R	464+87.00	JOHNSON FERRY ROAD
DE40479	57.50 R	464+87.00	JOHNSON FERRY ROAD
DE40477	57.50 R	464+12.00	JOHNSON FERRY ROAD
DE40476	43.32 R	464+12.00	JOHNSON FERRY ROAD

TOTAL REQD R/W = 5494.63 SF
= 0.126 ACRES
TOTAL TEMP ESM'T = 4553.92 SF
REMAINDER = +/- 7.3 ACRES

(48)

N/F
J MICHAEL & SUSAN J MCGWIER REVOCABLE
SEE SHEETS 19

PARCEL 48	REQ'D TEMP.	EASMT.	DE50165
PNT	OFFSET/	STATION/	ALIGNMENT
DE40098A	49.97 L	461+89.07	JOHNSON FERRY ROAD
DE40480	49.81 L	462°30.00	JOHNSON FERRY ROAD
DE40481	48.29 L	462°45.55	JOHNSON FERRY ROAD
128	37.07 L	462°45.20	JOHNSON FERRY ROAD
129	38.85 L	462°31.03	JOHNSON FERRY ROAD
127	39.03 L	461°88.79	JOHNSON FERRY ROAD
DE40098A	49.97 L	461°89.07	JOHNSON FERRY ROAD
REQD EASMT AREA	595.43	SF	

TOTAL TEMP ESM'T = 595.43 SF
REMAINDER = +/- .11 ACRES

(49)

N/F
JADE B GAYLIS & GREG M GAYLIS
SEE SHEETS 19

PARCEL 49		REQ'D R/W	DE50166
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE40485	33.99 L	462°72.07	JOHNSON FERRY ROAD
	27.54	N 67°09'39.8" E	
DE40484	34.00 L	462°99.76	JOHNSON FERRY ROAD
	3.69	S 21°32'56.8" E	
130	30.31 L	462°99.68	JOHNSON FERRY ROAD
	27.71	S 74°49'19.3" W	
DE40485	33.99 L	462°72.07	JOHNSON FERRY ROAD
REQD R/W	50.87	SF	
REQD R/W	0.001	ACRES	

PARCEL 49	REQ'D TEMP.	EASMT.	DE50167
PNT	OFFSET/	STATION/	ALIGNMENT
DE40481	48.29 L	462°45.55	JOHNSON FERRY ROAD
DE40482	45.00 L	462°73.68	JOHNSON FERRY ROAD
DE40483	45.00 L	463°00.02	JOHNSON FERRY ROAD
DE40484	34.00 L	462°99.76	JOHNSON FERRY ROAD
DE40485	33.99 L	462°72.07	JOHNSON FERRY ROAD
128	37.07 L	462°45.20	JOHNSON FERRY ROAD
DE40481	48.29 L	462°45.55	JOHNSON FERRY ROAD
REQD EASMT AREA	593.36	SF	

TOTAL REQD R/W = 50.87 SF
= 0.001 ACRES
TOTAL TEMP ESM'T = 593.36 SF
REMAINDER = +/- 0.11 ACRES

7/31/2025 GMPLEN

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: TS-191

COUNTY: FULTON

LAND LOT NO: 71

LAND DISTRICT: 121

DATE 12-09-19SH 22 OF 34

DRAWING No.

60-0022

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT-OF-WAY
AND TEMPORARY CONSTRUCTION EASEMENT ON THAT CERTAIN TRACT OF LAND
LOCATED AT 273 MT. VERNON COVE (TAX ID# 17-0071-0005-041-7), LYING IN LAND LOT 71
OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 50.87 square feet of fee simple right-of-way and 593.33 square feet of temporary construction easement (“Property”), located at 273 Mt. Vernon Cove (Tax Id# 17-0071-0005-041-7), in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Pranit Kumar Pandey (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$10,458.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right-of-Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$10,458.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$10,458.00.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th say of September, 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: August 11, 2022 Submission for the September 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Temporary Construction Easement on property located at 300 Boylston Drive in Land Lot 71 of the 17th District, City of Sandy Springs (Tax ID#'s 17-0071-0001-041-1 & 17-0071-0001-040-3); TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Temporary Construction Easement on that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property owner is H & S Gordon Two, LLC, and is located at 300 Boylston Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 645.98 square feet of Temporary Construction Easement on the subject property is necessary in order to construct the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project.

Discussion:

The City's Appraised Fair Market Value offer was \$34,115.00. The property owner Elected to accept the City's Appraised Fair Market Value Offer.

Financial Impact:

Sufficient funds are available in Project TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project 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
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney

Created/Initiated - 8/25/2022
Approved - 8/25/2022
Approved - 8/25/2022
Approved - 8/25/2022

Eden Freeman, City Manager

Final Approval - 8/30/2022

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement. H & S Gordon II
4. Resolution FS ROW and Temp Const Easement (300 Boylston H & S Gordon Two)



Date: 8/24/2022
Map Size: 8.5x11 (LETTER)



FULTON COUNTY
55 of 141



300 Boylston Drive/ H & S Gordon Two LLC

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



AGREEMENT TO PURCHASE TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

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

For the sum of **\$34,115.00**, 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.

645.98 sf

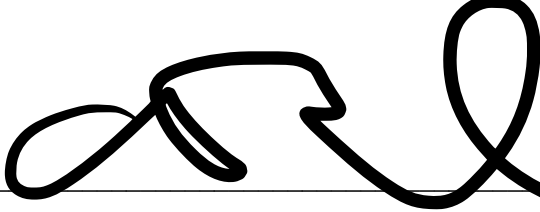
Temporary Construction Easement

- 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-191 Project and shall terminate August 1, 2026, 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-191 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

Witness my hand and seal this _____ day of _____, 2022.

Signed, Sealed and Delivered in the presence of:

Witness



(L.S.)

H & S GORDON TWO, LLC

Notary Public

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 DROVES

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

SCALE IN FEET
0 20 40 80

DATE REVISIONS

07/11/2020 REVISED REQD R/W, TEMP ESMT, ON ESMT PARCEL 20
08/06/2020 REVISED REQD R/W, TEMP ESMT PARCEL 20
10/30/2020 REVISED PERM ESMT TO TEMP ESMT PARCELS 21 & 22
06/02/2021 UPDATED OWNER PARCELS 9 & 10

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO.: TS-191
COUNTY: FULTON
LAND LOT NO.: 71, 89
LAND DISTRICT: 121
GWD
DATE 12-09-12 SH 33 OF 34

DRAWING No.
60-0033

EXHIBIT "B"

10/29/2020 PAI/NTC	OPL07-V8 gpl01border-y81-p01.tbl	751420--60-0034.dgn GMP/PLN	P. I. No.
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(20)

N/F
FRISCH ROCHELLE LYNNE & NEWBURGER BARBARA E ET AL
SEE SHEET 33

PARCEL 20	REQ'D R/W	DE50090	
PNT	OFFSET/	STATION/	ALIGNMENT
	DIST	BEARING	
DE40099	20.30 L	41+29.61	BOYLSTON DRIVE
	22.35	S 87°44'38.4" W	
DE40140	42.64 L	41+29.52	BOYLSTON DRIVE
	27.97	N 42°36'15.9" E	
DE40139	23.00 L	41+49.43	BOYLSTON DRIVE
	125.22	N 2°00'39.4" W	
DE40138	23.00 L	42+14.64	BOYLSTON DRIVE
	31.59	N 5°43'00.9" W	
DE40184	25.04 L	43+06.17	BOYLSTON DRIVE
	10.03	S 87°58'27.5" W	
DE40185	35.08 L	43+06.17	BOYLSTON DRIVE
	9.98	N 2°01'32.5" W	
DE40184B	35.08 L	43+16.16	BOYLSTON DRIVE
	9.39	N 87°58'27.5" E	
DE40184A	25.69 L	43+16.16	BOYLSTON DRIVE
	43.55	N 5°42'47.3" W	
DE40137	28.50 L	43+59.61	BOYLSTON DRIVE
	63.61	N 2°00'39.4" W	
DE40137D	28.50 L	44+23.22	BOYLSTON DRIVE
	12.33	S 85°59'35.5" W	
DE40137E	40.83 L	44+22.79	BOYLSTON DRIVE
	4.41	N 66°02'07.0" W	
DE40137G	44.79 L	44+24.72	BOYLSTON DRIVE
	34.69	N 9°23'20.6" W	
DE40137H	49.24 L	44+59.12	BOYLSTON DRIVE
	20.97	N 79°37'20.8" E	
DE40149A	28.50 L	44+62.17	BOYLSTON DRIVE
	7.75	N 79°37'20.8" E	
	264	44+63.30	BOYLSTON DRIVE
	333.69	S 2°06'08.2" E	
DE40099	20.30 L	41+29.61	BOYLSTON DRIVE
REQ'D R/W	2597.90	SF	
REQ'D R/W	0.060	ACRES	

PARCEL 20	REQ'D TEMP. EASMT.	DE50091
PNT	OFFSET/	STATION/
		ALIGNMENT
DE40140	42.64 L	41+29.52
DE40187	51.11 L	41+29.48
DE40186	34.85 L	41+45.96
DE40185	35.08 L	43+06.17
DE40184	25.04 L	43+06.17
DE40138	23.00 L	42+74.64
DE40139	23.00 L	41+49.43
DE40140	42.64 L	41+29.52
REQ'D EASMT AREA	2017.03	SF

PARCEL 20	REQ'D TEMP. EASMT.	DE50093
PNT	OFFSET/	STATION/
		ALIGNMENT
DE40181	28.50 L	43+68.39
DE40151	42.64 L	43+59.11
DE40137F	42.57 L	44+23.64
DE40137E	40.83 L	44+22.79
DE40137D	28.50 L	44+23.22
DE40181	28.50 L	43+68.39
REQ'D EASMT AREA	836.00	SF

(20) CONT.

N/F
FRISCH ROCHELLE LYNNE & NEWBURGER BARBARA E ET AL
SEE SHEET 33

PARCEL 20	REQ'D DRWY. EASMT.	DE50092
PNT	OFFSET/	STATION/
		ALIGNMENT
DE40185	35.08 L	43+06.17
DE40183	52.78 L	43+12.96
DE40182	49.43 L	43+54.66
DE40181	28.50 L	43+68.39
DE40137	28.50 L	43+59.61
DE40184A	25.69 L	43+16.16
DE40184B	35.08 L	43+16.16
DE40185	35.08 L	43+06.17
TOTAL REQ'D R/W	2597.90	SF
TOTAL TEMP EASMT	0.060	ACRES
REMAINDER	+/- 1.8	ACRES

(21)

N/F
H & S GORDON TWO LLC
SEE SHEET 33

PARCEL 21	REQ'D TEMP. EASMT.	DE50095
PNT	OFFSET/	STATION/
		ALIGNMENT
DE40197	39.64 R	42+55.63
DE40196	35.17 R	42+58.12
	250	34.86 R 43+17.63
DE40198	40.60 R	43+17.64
DE40197	39.64 R	42+55.63
REQ'D EASMT AREA	310.44	SF

PARCEL 21	REQ'D DRWY. EASMT.	DE50094
PNT	OFFSET/	STATION/
		ALIGNMENT
DE40189A	51.98 R	42+24.79
DE40189	35.34 R	42+24.74
DE40196	35.17 R	42+58.12
DE40195	52.61 R	42+48.40
DE40189A	51.98 R	42+24.79
TOTAL PARCEL SIZE	+/- 0.37	ACRES

(22)

N/F
H & S GORDON TWO LLC
SEE SHEET 33

PARCEL 22	REQ'D TEMP. EASMT.	DE50096
PNT	OFFSET/	STATION/
		ALIGNMENT
DE40190	54.21 R	41+36.96
DE40188	34.69 R	41+36.85
DE40193	35.12 R	41+94.78
DE40192	38.72 R	41+96.70
DE40191	38.06 R	41+53.75
DE40190	54.21 R	41+36.96
REQ'D EASMT AREA	335.54	SF

PARCEL 22	REQ'D DRWY. EASMT.	DE50097
PNT	OFFSET/	STATION/
		ALIGNMENT
DE40193	35.12 R	41+94.78
DE40189	35.34 R	42+24.74
DE40189A	51.98 R	42+24.79
DE40194	51.42 R	42+03.45
DE40193	35.12 R	41+94.78
TOTAL PARCEL SIZE	+/- 0.35	ACRES

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

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

DATE	REVISIONS	DATE	REVISIONS
07/17/2020	REVISED REQ'D R/W, TEMP ESMT, DR ESMT PARCEL 20		
08/06/2020	REVISED REQ'D R/W, TEMP ESMT PARCEL 20		
10/30/2020	REVISED PERM ESMT TO TEMP ESMT PARCELS 21 & 22		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: TS-191
COUNTY: FULTON
LAND LOT NO: 89, 71
LAND DISTRICT: 121
GND
DATE 12-09-19 SH 34 OF 34

DRAWING No.
60-0034

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE TEMPORARY CONSTRUCTION
EASEMENT ON THAT CERTAIN TRACT OF LAND LOCATED AT 300 BOYLSTON DRIVE (TAX
ID#’S 17-0071-0001-041-1 & 17-0071-0001-040-3), LYING IN LAND LOT 71 OF THE
17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the TS-191 Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Improvements Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 645.98 square feet of temporary construction easement (“Property”), located at 300 Boylston Drive (Tax Id#’s 17-0071-0001-041-1 & 17-0071-0001-040-3) in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by H & S Gordon Two, LLC (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$34,115.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$34,115.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$34,115.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th day of September, 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 Carlisle, Chief Financial Officer
DATE: August 1, 2022 Submission for the September 6, 2022 City Council Meeting
ITEM: ABL_BILL # 95737 Approval of Alcoholic Beverage License Application for Coverage Inc, DBA Shell Food Mart, 5700 Roswell Road, Sandy Springs, GA 30342. Applicant is Mohammed Shabbir for Retail Package for Wine, & Malt Beverages

Recommendation:

Approve the application Retail Package for Wine, & Malt Beverages for Coverage Inc, DBA Shell Food Mart, 5700 Roswell Road, Sandy Springs, GA 30342

Background:

Applicant submitted a completed application on April 5th, 2022, Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership Application for Retail Package for Wine & Malt Beverages. The business is located on Roswell Road.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue – \$2,000.00

Alternatives:

None

Review:

Elaneor Gordon, Revenue Specialist
Pellum Peters, Revenue Manager
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 8/1/2022
Approved - 8/16/2022
Approved - 8/16/2022
Approved - 8/16/2022
Final Approval - 8/30/2022

Attachments:

1. final hearing letter- Coverage Inc DBA Shell Food Mart
2. public hearing letter- Coverage Inc DBA Shell Food Mart



SANDY SPRINGS

GEORGIA

To: Eden Freeman, City Manager

From: Toni Carlisle, Chief Financial Officer

Date: August 1st, 2022, for Submission onto the September 6th, 2022, City Council Meeting

Agenda Item: 95737 - Approval of Alcoholic Beverage License Application for Coverage Inc, DBA Shell Food Mart, 5700 Roswell Road, Sandy Springs, GA 30342

Applicant is Mohammed Shabbir for Retail Package for Wine, & Malt Beverages

CMO (City Manager's Office) Recommendation:

Approve the application Retail Package for Wine, & Malt Beverages for Coverage Inc, DBA Shell Food Mart, 5700 Roswell Road, Sandy Springs, GA 30342

Background:

Applicant submitted a completed application on April 5th, 2022, Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership Application for Retail Package for Wine & Malt Beverages. The business is located on Roswell Road.

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue – \$2,000.00

Concurrent Review:

Elaneor Gordon, Revenue Specialist



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
22-95737**

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

DATE & TIME: September 6th, 2022
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Retail Package for Wine and Malt Beverages

APPLICANT: Coverage Inc
DBA / Shell Food Mart
5700 Roswell
Sandy Springs, GA 30342

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION RE-APPOINTING MARCIE ERNST AS JUDGE OF THE MUNICIPAL COURT FOR THE CITY OF SANDY SPRINGS, GEORGIA, FOR A TERM OF FOUR (4) YEARS COMMENCING SEPTEMBER 6, 2022, PURSUANT TO ARTICLE IV OF THE CITY CHARTER

BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on September 6, 2022, at 6:00 p.m. as follows:

SECTION 1. That Marcie Ernst is hereby re-appointed as Judge of the Municipal Court for the City of Sandy Springs, Georgia; and

SECTION 2. This re-appointment is effective for a term of four (4) years commencing September 6, 2022, and ending the first regular City Council meeting in September 2026, pursuant to Article IV of the City Charter; and

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

RESOLVED this the 6th day of September 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Karina Reyna, Assistant City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Keith Sanders, Fire Chief

DATE: August 10, 2022 Submission for the September 6, 2022 City Council Meeting

ITEM: Request for Mayor and Council to Approve a Resolution Authorizing the Purchase of Equipment for the City of Sandy Springs Fire Department and to Authorize the City Manager to Execute Documents to Effectuate Same

Recommendation:

The Fire Chief recommends that Council adopt the attached Resolution authorizing the purchase of certain equipment through Ten-8 Fire and Safety Equipment of Georgia ("Ten-8"), including two (2) Custom Pierce Enforcer PUC Pumpers ("Equipment"), in an amount not to exceed \$1,837,500 and authorizing the City Manager to execute all documents required to effectuate the purchase from Pierce Manufacturing, Inc. ("Pierce").

Background:

This Equipment purchase will continue the apparatus replacement program adopted by the City in 2018. At this time, the Department has two (2) 2013 Pierce Quantum Pumpers as Reserve Fire Engines that are placed in service when a Frontline apparatus goes out of service due to mechanical issues. Ten-8 will give a trade-in value of \$125,000.00 for the two (2) Reserve Apparatus.

The two (2) new Custom Pierce Enforcer PUC Pumpers will replace two (2) frontline Pierce Enforcer Pumpers, which will be placed in reserve status once the new fire apparatus have arrived and placed in service.

Currently, the Department has a total of five (5) Pumpers in the City-wide deployment model improving the overall service delivery and ISO score. The Department will continue to utilize the three (3) Aerials until the new fleet is built and delivered. There is a twenty-seven (27) month delivery time.

Discussion:

Pierce has been the City's single source provider of fire apparatus since its inception. Pricing for the Equipment is in accordance with the competitively bid contract (RFP No.1905) awarded to Pierce by the National Purchasing Partners (NPP). RFP 1905 became effective May 27, 2020 and is valid until May 27, 2023 (with an option for three (3) additional 1-year renewals). Under the City's purchasing policies, the City is authorized to utilize competitively procured contracts provided through other governmental entities. Ten-8 and Pierce representatives have stated that the pricing under the RFP 1905 contract is the most competitive and forms the basis of what would be provided to the City under a standalone bid scenario.

Pricing includes:

- Two (2) Pierce Custom PUC Pumpers with Equipment: \$1,023,250 each
- Pre-pay Discount: \$84,000
- Trade-in for two (2) Pierce Quantum Pumpers: \$125,000
- Total Cost: \$1,837,500 (\$918,750 each)
- Delivery Time: Twenty-seven (27) months
- Payment Mode: Purchase Order upon approval
- Payment Due Date: Pre-payment upon approval (30 days)

Financial Impact:

The City of Sandy Springs Fiscal Year 2023 Capital Budget has appropriated funding available for this purchase.

Alternatives:

The alternative is not to approve the acquisition and to provide the Department with further direction on the purchase of equipment to protect and serve the City of Sandy Springs.

Review:

Roopal Patel, Executive Asst.	Created/Initiated - 8/25/2022
Keith Sanders, Fire Chief	Approved - 8/26/2022
Toni Carlisle, Chief Financial Officer	Approved - 8/26/2022
Kathy Williams, Staff Attorney	Approved - 8/26/2022
Eden Freeman, City Manager	Final Approval - 9/1/2022

Attachments:

1. City Resolution
2. RFP 1905 - League of Oregon Cities (LOC)
3. RFP 1905 LOC Master Price Agreement Amendment 5
4. RFP 1905 Contract Overview
5. RFP 1905 Intergovernmental Cooperative Purchasing Agreement
6. Ten-8 Price Quote for (2) Pumpers and equipment
7. Ten-8/Pierce Option List (Includes Warranty documentation)

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF NEW EQUIPMENT FOR THE
CITY OF SANDY SPRINGS FIRE DEPARTMENT AND TO AUTHORIZE CITY
MANAGER TO EXECUTE DOCUMENTS TO EFFECTUATE SAME**

WHEREAS, the City of Sandy Springs ("City") is a political subdivision of the State of Georgia ("State") and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the Mayor and City Council of the City of Sandy Springs ("City Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City; and

WHEREAS, Section 1.03(b)(25) of the City Charter grants the City the power to operate a fire-fighting agency; and

WHEREAS, pursuant to applicable law, the City Council is authorized to acquire, dispose of, and encumber real and personal property, including, without limitation, rights and interest in property, leases, and easements necessary to the functions or operations of the City; and

WHEREAS, in order to provide for the highest level of public health, safety, and welfare for the citizens of the City, the Sandy Springs Fire Department ("Department") desires to purchase new equipment from Ten-8 Fire and Safety Equipment of Georgia, including two (2) Custom Pierce Enforcer PUC Pumpers ("Equipment"), in an amount not to exceed \$1,837,500; and

WHEREAS, the Equipment will replace two (2) frontline Pierce Enforcer Pumpers, which will be placed in reserve status when the Equipment arrives and is placed in service; and

WHEREAS, City Council hereby finds and determines that the acquisition of the Equipment in the principal amount not to exceed \$1,837,500 is appropriate and necessary to the functions and operations of the Department and the City; and

WHEREAS, the City and the Department have appropriated funding in the Fiscal Year 2023 Capital Budget for the purchase of the Equipment.

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

1. The purchase of the Equipment is hereby approved and the City and the Department shall utilize the appropriations from the Fiscal Year 2023 Capital Budget for the purchase of the Equipment; and
2. The City Manager is hereby authorized to execute appropriate documentation to purchase the Equipment for the Department, subject to approval of the City Attorney and City Finance Director; and

3. The City Manager and appropriate City staff are hereby authorized to take such further action as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED, this 6th day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Karina Reyna, Assistant City Clerk

(SEAL)

LEAGUE OF OREGON CITIES
Fire Apparatus Solicitation Synopsis
Solicitation No. 1905

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Apparatus. LOC works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter “NPPGov”), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Apparatus using a secure competitive RFP process evaluated based on “best value” rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1905) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11th, 2019.

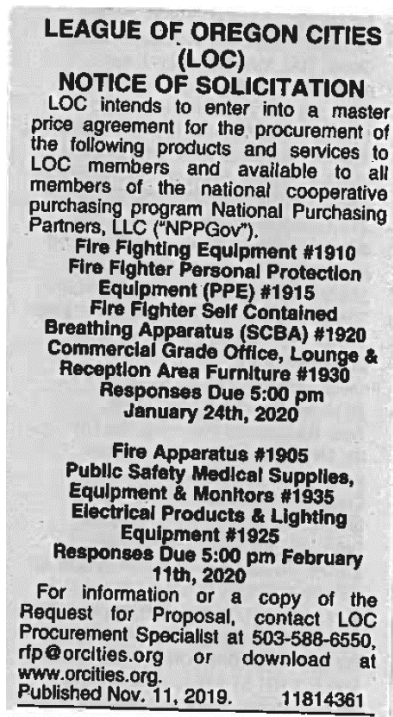
The RFP was published in USA Today on November 12th, 2019.

The RFP closed on February 11th, 2020.

The RFP was awarded on May 6th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:



LOC received a proposal (s) from the following vendor (s):

1. Alexis Fire Equipment
2. Brindlee Mountain
3. E-One Inc
4. Ferrara Fire Apparatus
5. Fouts Brothers
6. HME
7. ONE Boat Rescue
8. Pierce Manufacturing
9. Spartan Fire
10. Sutphen Corporation
11. Watts Manufacturing

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Alexis Fire Equipment
2. Brindlee Mountain
3. E-One Inc
4. Ferrara Fire Apparatus
5. Fouts Brothers
6. HME
7. ONE Boat Rescue
8. Spartan Fire
9. Sutphen Corporation

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
<u>Pricing</u> : Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25
<u>Product Line (Score only categories proposed)</u> : Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15
<u>Marketing</u> : Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15
<u>Customer Service</u> : Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i>	15
<u>Proven Experience</u> : Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15
<u>Coverage</u> : Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10

<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5
<u>TOTAL</u>	100

Pricing Structure

Alexis Fire Equipment: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Brindlee Mountain: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

E-One Inc: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ferrara Fire Apparatus: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Fouts Brothers: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

HME: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

ONE Boat Rescue: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Pierce Manufacturing: Proposer provided a fixed pricing structure for the base model vehicles listed in their proposal. See Price List attached in the resulting Master Price Agreement for details. In addition, Proposer has included a discount off currently published List Price for additional options, modifications and customization's to base model vehicles. See Price List attached in the resulting Master Price Agreement for details

Spartan Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Sutphen Corporation: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

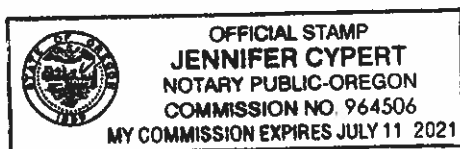
STATE OF Oregon)
) ss.
 COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE APPARATUS to the following addresses:

One Boat Attn: Kevin Fielder 13481 US Highway 31 Athens, AL 35611	Lake Assault Boats Attn: Chad Dumars 1 Clough Ave. Superior, WI 54880	Pierce Manufacturing Attn: Kristina Spang 2600 American Drive Appleton, WI 54912
Rosenbauer America, LLC Attn: Donley Frederickson 100 Third Street Lyons, SD 57041	HME Ahrens-Fox Attn: Bill Doeblen 1950 Byron Center Ave SW Wyoming, MI 49519	Toyne Attn: Bill Bird 104 Granite Ave. Breda, IA 51436
Sutphen Corporation Attn: Zach Rudy 6450 Eiterman Road Dublin, OH 43016	E.J. Metals Attn: Kevin Quinn 1201 Maple Creek Lane New London, WI 54961	Ferrara Fire Apparatus Attn: Contracting Department 27855 James Chapel Rd. Holden, LA 70744
Brindlee Mountain Fire Apparatus Attn: Richard Glyn 15410 Highway 231, Union Grove, AL 35175	E-One Attn: Contracts Department 1601 SW 37 th Ave. Ocala, FL 34474	Emergency Vehicle Specialist EVS Attn: Jimmie Smith 892 Kansas Street, Memphis, TN 38106
Fire & Safety Services, Ltd. Attn: Russell David 200 Ryan Street, South Plainfield, NJ 07080	Firematic Supply Company Inc. Attn: Mike Hanratty 374 Western Turnpike, Altamont, NY 12009	Spartan Fire and Emergency Apparatus Attn: Robby Fore 319 Southport Road Roebuck, SC 29376

Mike Cully
 Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by Mike Cully.



NOTARY PUBLIC in the State of Oregon
 Residing at Salem, OR
 My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FIRE FIGHTING EQUIPMENT

League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

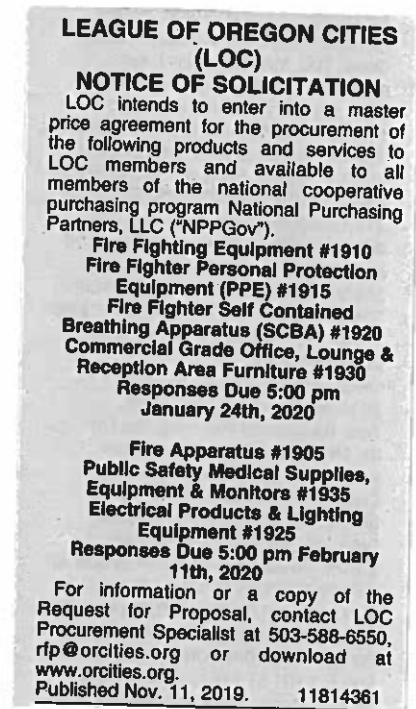
SIGNED OR ATTESTED BEFORE ME
ON THE 11th DAY OF November, 2019



Michelle Ropp



Notary Public-State of Oregon



Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

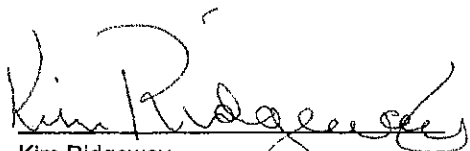
Order No.: 11814361
Client Reference No:

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

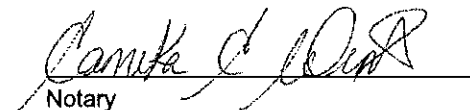
A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.


Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered
true sheet.


Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910

Fire Fighter Personal Protection Equipment (PPE) #1915

Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920

Commercial Grade Office, Lounge & Reception Area Furniture #1930

Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935

Electrical Products & Lighting Equipment #1925

Responses due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rfp@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at:
<http://pioneerelectric.coop/resources/storm-restoration/>
Bids due by 12/2/2019.

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HEALTH / FITNESS

Macular Degeneration, Cataract, Glaucoma



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- Just released FREE guide that reveals why Macular Degeneration continues to increase at an alarming rate.
- Discover how STEM CELLS can help your vision.

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HEALTH / FITNESS

INVOKANA MEDICATION WARNING

ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ADVISORY WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES. IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR YOUR DIABETES.

YOU MUST CALL US NOW:
800-804-8248

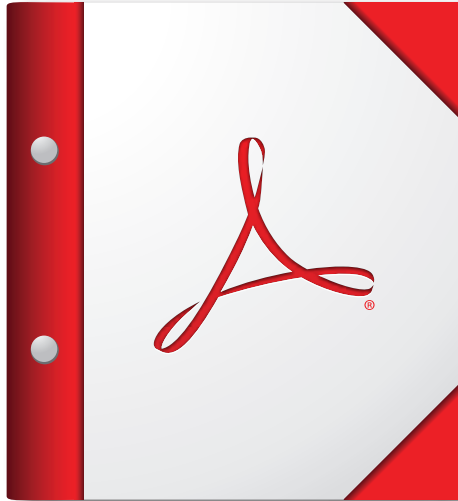
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Fire Apparatus

Product Specifics

Pierce Manufacturing Inc. is North America's leading single source manufacturer that designs, engineers, and builds the complete fire apparatus from bumper to bumper. The full spectrum of vehicles is available including:

- Aerial
- Pumper
- Rescue
- Tanker
- Custom Options

Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the Pierce vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: League of Oregon Cities
RFP #1905

CONTRACT TERM

CONTRACT NUMBER: PS20240

Effective Date: 05/27/2020

Initial expiration: 05/27/2023

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

38C546F8869143E...

Date: 3/26/2020

BY:

ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____



Equipment Proposal

Proposal # 960

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: August 8, 2022 ("Proposal Date")

Customer: Sandy Springs ("Customer")

Customer Address: Sandy Springs, GA

Qty	Product Description & Options	Price
2	Pierce custom pumper (customer spec)	\$1,866,500.00
1	Discount for 100% prepay	(\$84,000.00)
1	Discount for the trade in of (2) Pierce Quantum pumps	(\$125,000.00)
1	Pumper Equipment	\$180,000.00
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$1,837,500.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 27 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: price includes delivery, training, factory trips, and pricing based on the NPP.GOV contract

Unless accepted within 60 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Sandy Springs

Ten-8 Fire & Safety, LLC

By: _____

By: _____

Title: _____

Title: Jeff Amlong  **tive**

Print: _____

Print: **Jeff Amlong**

Date: _____

Date: **8/08/2022**

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT B
WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

- a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



Option List

7/20/2022

Customer: SANDY SPRINGS, CITY OF
Representative Amlong, Jeff
Organization: Ten-8 Fire & Safety, LLC
Requirements Manager:
Description: Sandy Springs 2023 189 PUC
Body: Pumper, PUC, Aluminum
Chassis: Enforcer Chassis, PUC-NG

Bid Number: 960
Job Number:
Number of Units: 2
Bid Date: 08/01/2022
Stock Number:
Price Level: 42 (Current: 42)
Lane:

Line	Option	Type	Option Description	Qty
1	0766589		Boiler Plates, PUC Pumper Fire Department/Customer - Sandy Springs Operating/In conjunction W-Service Center - Operating Miles - 50 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - Ten-8 Fire & Safety of Georgia LLC Delivery - Delivery representative Dealership/Sales Organization, Service - Ten-8 Fire & Safety of Georgia LLC	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel Fill in Blank - 32579	1
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0891947		Certification, Vehicle Inspection Program, NFPA 1901	1
12	0056880		Requirements of Apparatus Manufacturer	1
13	0000114		Inspection Trip(s) Qty, - 02 Fill in Blank - up to 4 per	2
14	0009999		Service Facility (to be used as a base)	1
15	0536644		Customer Service Website	1
16	0733614		Consortium, NPPGov (LOC)	1
17	0537375		Unit of Measure, US Gallons	1
18	0529326		Bid Bond, 10%, Pierce Built Chassis	1
19	0582697		Performance Bond, 100% with Warranty Bond, 1 Yr, and Payment Bond ** Percentage, Contract - 100%	1
20	0000007		Approval Drawing	1
21	0002928		Electrical Diagrams	1
22	0889378		Enforcer Chassis, PUC-NG	1
23	0000110		Wheelbase Wheelbase - 195.00	1
24	0000070		GVW Rating GVW rating - 46,500	1
25	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
26	0020018		Frame Liner Not Req'd	1
27	0630705		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Enforcer	1
28	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
29	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
30	0000322		Oil Seals, Front Axle	1
31	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply **	1
32	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
33	0530460		Axle, Rear, Meritor RS26-185, 27,000 lb, Saber/Enforcer	1
34	0602744		Top Speed of Vehicle, Non-NFPA 2016 Compliant Top Speed of Vehicle - 68	1
35	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1

Line	Option	Type	Option Description	Qty
36	0000485		Oil Seals, Rear Axle	1
37	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single **	1
38	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
39	0568081		Tire Balancing, Counteract Beads	1
40	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
41	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
42	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
43	0057936		Covers, Lug Nut, Chrome	1
44	0742337		Mud Flap, Full Width, Under Rear Tailboard, Custom Logo	1
45	0002045		Mud Flap, Front and Rear, Pierce Logo	1
46	0760675		Chains, Onspot, Automatic Tire, Custom	1
47	0646362		Chocks, Wheel, Worden HWGY- SB, Super Gripper	1
			Qty, Pair - 01	
48	0646364		Mounting Brackets, Chocks, Worden Safety, Model U815T	1
			Location, Wheel chock - 1 under LS3, and 1 under LS1	
			Qty, Pair - 01	
49	0010670		ABS Wabco Brake System, Single rear axle	1
50	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
51	0509206		Brakes, Meritor, EX225, Disc Plus, Rear, Single Axle	1
52	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
53	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
54	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
55	0000790		Brake Lines, Nylon	1
56	0544415		Inlet/Outlet, Air, w/Disconnect Fitting, Location	1
			Location - DS step well, forward	
			Qty, Air Coupling (s) - 1	
57	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
58	0000845		Air Tank, Additional for Extra Capacity	1
59	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
60	0743490		Engine, Paccar MX13, 510HP, 1850 lb-ftW/OBD, EPA 2021, Enforcer	1
61	0001244		High Idle w/Electronic Engine, Custom	1
62	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - MX13	
63	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
64	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
65	0794743		Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	1
66	0788765		Radiator, Saber FR/Enforcer	1
67	0001090		Cooling Hoses, Rubber	1
68	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
69	0001129		Lines, Fuel	1
70	0804201	SP	DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Fill Dr, Treadplate Shield,ENF	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
			Latch, Door, Access - lift and turn latch, flush	
71	0552793		Not Required, Fuel Priming Pump	1
72	0552567		Shutoff Valve, Fuel Line @ Fuel Tank	1
73	0699437		Cooler, Chassis Fuel, Not Req'd.	1
74	0690880		No Selection Required From This Category	1
75	0801890		Trans, Allison 6th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/Enf	1
76	0644809		Transmission, Shifter, 6-Spd, Push Button, 4500 EVS, 4+2 Mode, AXT/Qtm/DCF/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
77	0517604		Transmission Programming, Park to Neutral, PUC	1
78	0684459		Transmission Oil Cooler, Modine, External	1
79	0565656		Fluid, 4000/4500 Series Transmission,TranSynd synthetic, IPOS, Custom	1
80	0001375		Driveline, Spicer 1810	1
81	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
82	0509229		Steering Wheel, 2 Spoke	1
83	0681841		Logo/Emblem, Not Required	1
84	0037606		Bumper, 22" Extended, Steel, Painted, Saber FR/Enforcer	1
85	0626455		Tray, Hose, Center, 22" Bumper, Outside AH, 13"D,11.5" Below/1.5" Above	1
			Capacity, Hose Tray - 150' of 1.75" hose	

Line	Option	Type	Option Description	Qty
85			Grating, Bumper extension - Grating, Rubber	
86	0630210		No Selection Required, Cover Selected in Bumper Accessories	1
87	0605181	SP	Tray, (1) Hose Left Side of Bumper, 13" Deep, 11" Below & 2" Above	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 21) 150' of 1.75"	
88	0633467		Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
			Qty, Pair - 01	
89	0778092		Lift & Tow Package, Enforcer	1
90	0002270		Tow Hooks, Chrome	1
91	0774237	SP	Notch/Tray, "California" Style Front Inlet, Spl Width/Depth, Rect Notch, Spl Instru	1
			Fill in Blank - ??	
92	0030434		Travel Stops, Front Inlet/Outlet Swivel, Qty & Location	2
			Location - on each side of front bumper discharge	
			Qty, - 02	
93	0737414	SP	Coating, Top Flange, Frt Bmpr, Outside Ext, UL-LX Coating, w/Cali-Notch, Black	1
94	0640400	SP	Coating, Front Bumper, California Notch Opening, Protective UL-LX Coating	1
			Location - PS FRT bumper	
			Qty, - 1	
			Fill in Blank - black	
95	0625646		Cab, Enforcer, 7010, PUC	1
96	0747442		Engine Tunnel, X12, MX13, Enforcer	1
97	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
98	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate Full Coverage	
99	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
100	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
101	0512716		Scuffplate, Rear of Engine Tunnel	1
			Material Trim/Scuffplate - a) 4-way alum, Bright	
102	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
103	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
104	0015440		No Chrome Molding, On side of cab	1
105	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
106	0072189		Mirror, 8.00" Convex, Cab Front, Front Cross View	1
107	0648172		Door, Full Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
108	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
109	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
110	0633615		Steps, 4-Door Cab, Reduced Bottom Step, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
111	0770200		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1
			Color, Handrail Light - Red	
			Control, Handrail Light - Parking Brake	
112	0560452		Steps, Stirrup, Formed, Cab & Crew Cab Doors, AXT/SFR/Enf	1
			Light, Step, Additional - Amdor, 4 Dr Cab	
113	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
114	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
115	0557023		Handrail, 10", Below Cab Windshield, Pair	1
116	0627907		Window, Side of C/C, Fixed, w/EMS Cabinet, Saber FR/Enforcer	1
117	0012090		Not Required, Windows, Front/Side of raised roof	1
118	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
119	0786294		Window Tint, Upper Crew Cab Door, Left Side, Privacy Dark Gray	1
120	0786290		Window Tint, Crew Cab Door, Left Side, Privacy Dark Gray	1
121	0786284		Window Tint, Behind Cab Door, Right Side, Privacy Dark Gray	1
122	0786299		Window Tint, Behind Cab Door, Left Side, Privacy Dark Gray	1
123	0786279		Window Tint, Crew Cab Door, Right Side, Privacy Dark Gray	1
124	0786286		Window Tint, Upper Crew Cab Door, Right Side, Privacy Dark Gray	1
125	0651518		Window Protector Bars, Knurled, Crew Doors, 3" Above Window Sill Plate	1
126	0617446	SP	Lip, Dash Board, 1.00" Aluminum Angle Lip, Location, Each	1
			Location - officer side upper dash area	

Line	Option	Type	Option Description	Qty
126			Qty, - 1	
127	0619947		Lip, Dash Board, 1.00" Aluminum Angle Lip, Officer Side	1
128	0553057		Holder, Cup, Cab/Crewcab, Each	2
			Qty, - 02	
129	0722796		Dash, Poly, Saber FR/Enforcer	1
130	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - .50"	
			Material Finish, Cab Interior - Painted	
131	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Red	
			Engine Tunnel Cover - Red Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
132	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - d) red	
133	0888186		Floor, Aluminum Treadplate, Cab & Crew Cab, Blister, Enforcer PUC-NG	1
134	0722696		HVAC, Enforcer, CARE	1
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
135	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
136	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
137	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
138	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Southco C2 Black Raised	
139	0767953	SP	Map Box, 1 Bin, 4 Glove Box, 4 Radio, 2 Cup Holders, Mobile	1
			Location - ship loose	
140	0002510		Map Pocket, Velcro, Pair	1
141	0583039		Not Required, Side Roll and Frontal Impact Protection	1
142	0622619		Seating Capacity, 4 Seats	1
143	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1
144	0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer	1
145	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
146	0771205		Cabinet, Rear Facing, LS, 23 W x 34 H x 26.75 D, Web, SFR/Enf	1
			Type of fastener - spring clip and hook	
			Restraint Location - Bottom (towards the ground)	
			Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left	
		Side		
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Louvers, Cabinet - 0-No Louvers	
147	0102783		Not Required, Seat, Rr Facing C/C, Center	1
148	0767385		Cabinet, Rear Facing, RS, 22 W x 34 H x 26.75 D, Web, SFR/Enf	1
			Type of fastener - spring clip and hook	
			Restraint Location - Bottom (towards the ground)	
			Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left	
		Side		
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Louvers, Cabinet - 0-No Louvers	
149	0632947		Seat, Forward Facing C/C, DS Outboard, Pierce PSV, SCBA, Foldup, Saber FR/Enf	1
150	0763679	SP	Cabinet, Fwd Fcng, Ctr, 36 W x 24 H x 28 D, 2" Web, Arm, Stg, SFR/Enf PUC	1
			Type of fastener - seat belt buckle	
			Restraint Location - Bottom (towards the ground)	
			Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left	
		Side		
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Louvers, Cabinet - 0-No Louvers	
151	0632874		Seat, Forward Facing C/C, PS Outboard, Pierce PSV, SCBA, Foldup, Saber FR/Enf	1

Line	Option	Type	Option Description	Qty
152	0789943	SP	Compt, Locking Drug, 42 W x 18 H x 12 D, Liftup Door, Loc Feat Location - match previous unit Light, Overhead Compt - Pierce, Horizontal Mounted	1
153	0589269		Shelf, Adjustable, EMS Compt, .75" Lip Location - upper cabinet on rear wall Qty, Shelf - 01	1
154	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Red Qty, - 04	4
155	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
156	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
157	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
158	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
159	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
160	0549393		Handlts, (4) Streamlight, Survivor C4 LED, 12v, Orange, 90509 Fast Charge Location, Lights - TBD @ precon	1
161	0774457		Handlight, Streamlight, Vulcan 180, 44315, 12v, Orange Qty, Lights - 03 Location, Lights - TBD @ precon	3
162	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX Emergency Switching - E-Master Only	1
163	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
164	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
165	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
166	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
167	0802940		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer Location, Wiper Control - Standard Location	1
168	0610968		Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st Qty, - 02 12vdc power from - Battery direct Location - (1) in same box as power point on the LS RF EMS Cabinet, (1) on officer side dash	2
169	0790048		Wiring, Spare, 20 A 12V DC, 12 Circuit Fuse Block, Blue Sea 5032, 1st Qty, - 01 12vdc power from - Battery direct Location - LS3, high on rear wall 12vdc power from 2 - a) battery direct	1
170	0548007		Wiring, Spare, 15 A 12V DC 3rd Qty, - 01 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location - on top of center forward facing EMS cabinet flush mounted into the back vertical wall of the recessed storage area	1
171	0602586		Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 2nd Qty, - 01 12vdc power from - Battery direct Location - on top of center forward facing EMS cabinet flush mounted into the back vertical wall of the recessed storage area next to power point	1
172	0657222		Wiring, Spare, 20 A 12V DC, 12 Circuit Fuse Block, Blue Sea 5026 1st Qty, - 02 12vdc power from - Battery direct Location - 1 per rear facing ems cabinet, must be on the outboard wall inside in each cabinet, high and centered	2
173	0560535		Wiring, Spare, 15 A 12V DC 4th Qty, - 03 12vdc power from - Battery direct	3

Line	Option	Type	Option Description	Qty
173			Wire termination - Butt Splice Location - one per side in the wire raceway, above crew cab doors one to the officer side dash	
174	0548009		Wiring, Spare, 20 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location, Spare Wiring - high on the side wall closest to the exterior wall, of the DS rear facing EMS compartment	1
175	0548006		Wiring, Spare, 15 A 12V DC 2nd Qty, - 02 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location - one on officer side dash and one in a power box on the lower exterior surface of the LS EMS comp. next to the engine tunnel, facing rear ward	2
176	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 03 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - (1) behind officer seat two (2) engine tunnel area centered under the mounting plate	3
177	0803875		Radio, AM/FM/WB, Jensen, Frt,Rear Aux In/Frt,Rear USB/Bluetooth Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - e) switch panel	1
178	0679284		Switch, 12V (Inst Pnl), AM/FM Radio, Off Switch, Auto On Location - overhead - DS side switch panel #1 (per IP layout)	1
179	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX System Of Measurement - US Customary	1
180	0734857		Collision Mitigation, HAAS Alert (R2V), HA5 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
181	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
182	0602598		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, 1-5 Wireless Location - TBD	1
183	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio Radio, First Two-Way Make - Motorola High Power Radio, First, Two-Way Model - Motorola APX 7500 HP	1
184	0602027		Headset, Firecom, Wireless, UHW-503 Under Helmet, Intercom Only Qty, - 02 Location - CC seats	2
185	0602376		Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit Qty, - 02 Location, Headset - Driver Seat and Officer Seat	2
186	0681408		Hangers For Headsets, NFPA, Each Qty, - 04 Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat, DS Outbrd, Fwrd Fcng Seat, PS Inbrd, Fwrd Fcng Seat and PS Outbrd, Fwrd Fcng Seat	4
187	0781152	SP	Install Customer Provided GPS/Multimode Antenna(s), Routing Location - TBD Qty, - 01 Fill in Blank - TBD	1
188	0597940		Install Customer Provided Two-Way Radio Speaker(s) Location - flat on the overhead panel, officer side of the "do not move apparatus" light Qty, - 01	1
189	0640003		Install Customer Provided Modem Location - TBD @ precon Qty, - 01	1
190	0804579	SP	Install Customer Provided AI Glance Pre-emptt In-Vehicle System	1
191	0559156		Install Customer Provided Two-Way Radio(s) Location - overhead location #4 Qty, - 01	1

Line	Option	Type	Option Description	Qty
192	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - centered behind lightbar	1
193	0653526		Camera, Pierce, Driver Mux, Rear Camera Only Camera System Audio - Not Provided	1
194	0511071		Guard, 4-Way, Rear Vision Camera Qty, - 01 Location - above compartment B1	1
195	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT Color, Antenna - White Antenna Module Housings - See Through Housings with LED Cuircuit Indicators	1
196	0896456		Prognostics, Electrical System	1
197	0892649		CZ Connect Telematics Subscription, CZ Connect Telematics - 3 Year Subscription	1
198	0624253		Electrical System, Enforcer MUX	1
199	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
200	0008621		Battery System, Single Start, All Custom Chassis	1
201	0002698		Battery Compartment, Saber/Enforcer	1
202	0531338		Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 52-21-1100	1
203	0678372		Location, Charger/Compr, Behind Driver Seat, Saber FR/Enforcer	1
204	0530949		Location, Bat Chrg Ind, Driver's Seat Riser	1
205	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - battery charger and receptacle strip	1
206	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
207	0764491		Alternator, 420 amp, Leece-Neville BLP4003	1
208	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
209	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
210	0625953		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR Color, Lens, LED's - c)clear	1
211	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
212	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer Light Guard - No Guards	1
213	0625210		Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf	1
214	0591889		Lights, Clearance/Marker/ID, Rear, Wln OSR00MCR LED 7Lts	1
215	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
216	0085910		Lights, Backup Included in Signal Cluster	1
217	0664481		Bracket, License Plate & Light, P25 LED	1
218	0589905		Alarm, Back-up Warning, PRECO 1040	1
219	0769569		Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr	1
220	0769559		Lights, Perimeter Pump House, Amdor AY-LB-12HW012 LED 2lts	1
221	0769560		Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
222	0733904	SP	Switching, Perimeter Lights, Bat Sw, Ign Sw, Prk Brk, Sw In Cab	1
223	0896454		Enhanced Software for Perimeter Lts	1
224	0557322		Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	1
225	0760447		Light, Roof Mt, HiViz, FT-B-72-*-*, Cnt Feature, Mux Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Job Color Scene Light Optics - Flood/Spot	1
226	0763608		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 2nd Location - PS between the cab doors Qty, - 01 Color, Wln Lt Housing - Chrome Cover Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw Panel PS and Cab and Crew Cab Dr Sw, PS	1
227	0766906		Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st Location - one per side, high on rear of body	2

Line	Option	Type	Option Description	Qty
227			Qty, - 02 Color, Wln Lt Housing - Chrome Cover Control, Scene Lts - Cab Sw Panel DS and Body Switch, DS Rear SS Painted Black	
228	0748321		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 3rd Location - DS upper body toward the rear (forward of the warning light) Qty, - 01 Color, Wln Lt Housing - Chrome Cover Control, Scene Lts - Cab Sw Panel DS	1
229	0897908		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 4th Location - PS upper body toward the rear (forward of the warning light) Qty, - 01 Color, Wln Lt Housing - Chrome Cover Control, Scene Lts - Cab Sw Panel DS	1
230	0763610		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 1st Location - PS between the cab doors Qty, - 01 Color, Wln Lt Housing - Chrome Cover Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw Panel PS and Cab and Crew Cab Dr Sw, DS	1
231	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
232	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips Control, Hose Bed Lts - Cup Switch At Rear	1
233	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
234	0763248		Lights, Walk Surf, Amdor AY-LB-12HW0**, LED, Cargo Areas Location - one per cargo area, on the forward wall Qty, Cargo Lts - 2	2
235	0518282		Pumper, PUC, Aluminum	1
236	0554271		Body Skirt Height, 20"	1
237	0682750		Tank, Water, 500 Gallon, Poly, 55 LHB, PUC	1
238	0682478		Overflow, 4.00" Water Tank, Poly, Special Routing, PUC	1
239	0028104		Foam Cell Required	1
240	0633066		Sleeve, Through Tank Qty, Sleeve - 1 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	1
241	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
242	0003429		Not Required, Direct Tank Fill	1
243	0003424		Not Required, Dump Valve	1
244	0048710		Not Required, Jet Assist	1
245	0030007		Not Required, Dump Valve Chute	1
246	0514778		Not Required, Switch, Tank Dump Master	1
247	0597043		Body Height, PUC/HDRP Body Height - 92.00"	1
248	0683294		Hose Bed, Aluminum, Pumper, PUC, 55 LHB	1
249	0723340		Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
250	0003481		Hose Bed Capacity, Special Capacity, Hosebed - From left to right 300' of 2.5" / 600' of 3" / 1000' of 5" / 300' of 3"	1
251	0043488	SP	Divider, Hose Bed, Unpainted, Special Contour Qty, Hosebed Dividers - 1 Height, Hosebed Divider - TBD	1
252	0648736		Cross Tube, Reinforcement, Above Hose Bed Location - in place of the upper handrail in the hose bed, painted job color	1
253	0589278		Hose Restraint, Hose Bed, Velcro Strap on Top, 2" Heavy Nylon Web at Rear Type of fastener - seat belt buckle Nylon Web Color - Black Type of fastener, Rear - seat belt buckle - bottom of hosebed	1
254	0739822	SP	Equipment Storage, Drop In Box, Hose Bed, Hatch Style Door, Pierce LED, Gas Strut Location - LS in front hose bed area (see AD print) Qty, - 01 Size - match 35782 Hinge Location - Outboard Latch, Hatch Style Door - Lever Style	1

Line	Option	Type	Option Description	Qty
255	0089471		Cutout, Handhold, in Hose Bed Divider	1
			Qty, - 01	
256	0581892		Divider, Hose Bed, .25" Sheet, Unpainted, Permanent	3
			Location - one LS in the upper hose bed area	
			one each at the HB notch	
			Qty, - 03	
257	0677457	SP	Additional, Male Seat Belt Buckle Clip @ Top Rear Cross Bar	1
258	0611509		Running Boards, Flip Out, PUC	1
259	0674252		Tailboard, 14" Deep, Full Width, Angled Corners, PUC/HDRP	1
260	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP	1
261	0003531		Tow Bar, Under Tailboard	1
262	0656764		Construction, Compt, Alum, Pumper, PUC	1
263	0503804		LS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
			Width, PUC Pump Operators Panel Partition - 2.5"	
264	0503803		RS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
265	0692733		Doors, Rollup, Gortite, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Locking, 1250, Match Compartments	
266	0894550	SP	Compt, Rear, Tool, Pumper, w/Rear Frame Rail Extension, Max Depth/Height, PUC	1
267	0591347		Door, Pumper, Rear Tool Compt, Smooth Aluminum, D-Ring	1
268	0723942		Elastic Pull Strap for Rollup Doors	2
			Qty, Door Accessory - 02	
			Location, Door Accessory - crosslay rollup doors	
			Color, Strap - Orange	
269	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
270	0689539		Lights, Compt, Pierce, LED Light Strip, 36", Additional	3
			Location, Lights - 1 each in the compartments in dunnage areas	
			Qty, - 03	
271	0562348		Fasteners, Mechanical, Strip Lighting In Compartments	1
272	0594766		189" Hatch, (2) Lift-up, 21" Wide, RS Only, PUC/HDRP	1
			Size, Hatch Compt, Height - 19.00"	
			Trim, Body/Hatch Compt Seam, Horizontal - Painted Formed - Match	
		Lower		
			Trim, Body/Hatch Compt Seam, Vertical, PUC - Painted Smooth Weld	
			Matting, Floor, Hatch Compt - Rubber Matting	
273	0733406		Handrails, Hatch Step Area, (1) Curved & (1) Straight	1
274	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
275	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	8
			Qty, Shelf - 08	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - RS1-Transition Point, RS2-Centered, RS3-Centered Right of Partition, RS1-Upper Third, RS3-Lower Third	
			Right of Partition, LS1-Upper Third Left of Partition (2nd), LS1-Upper Third	
			Right of Partition and LS1-Upper Third Right of Partition (2nd)	
276	0709690		Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	1
			Qty, Tray (slide-out) - 01	
			Location, Shelves/Trays, Predefined - LS3-Centered	
			Material Finish, Tray - Painted - Spatter Gray	
277	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1
			Qty, - 01	
			Location, Tray Slide-Out, Floor Mounted - RS1	
			Material Finish, Tray - Painted - Spatter Gray	
278	0725637		Cabinet, Drawer Assembly, CTECH, Four Drawers, Up To 24" Wide	1
			Qty, - 01	
			Location - LS1 forward	
			Size, Drawer Height 1 (Top) - 4.00"	
			Size, Drawer Height 2 - 4.75"	
			Size, Drawer Height 3 - 6.75"	
			Size, Drawer Height 4 - 8.75"	
279	0641139		Toolboard, Swing-Out, Alum, .188", No Holes, 3G, Additional	1
			location - LS2 front	

Line	Option	Type	Option Description	Qty
279			Qty - 1 Location, Pivot - Front Mounting, Toolboard - Adjustable Frt-back Finish, Pegboard/Toolboard - Painted - Spatter Gray	
280	0679241		Toolboard, Alum, Adj, .188", No Holes, Added to Slide-Out Tray location - LS3, 25.5" tall Qty - 1 Finish, Pegboard/Toolboard - Painted - Spatter Gray	1
281	0650435		Toolboard, Swing-Out, Alum, .188", No Holes, 3G location - LS2 rear Qty - 1 Location, Pivot - Back Mounting, Toolboard - Adjustable Frt-back Finish, Pegboard/Toolboard - Painted - Spatter Gray	1
282	0726403		Partition, Vertical Compt, Special Height Qty, Partition - 01 Fill in Blank - 12" tall Location - LS1 on top of the plate, 14" from the forward wall Material Finish, Partition - Painted - Spatter Gray	1
283	0613558	SP	Peg, Fin Style, Traffic Cones, Tailboard, Treadplate Location - rear bumper, PS Qty, - 01 Length - 12.00"	1
284	0667891	SP	Smooth Weld, Body Seam, PUC Qty, - 02 Location, driver's/passenger's/center - Left & Right	2
285	0889367	SP	Slide Out Work Surface, With Tool Storage, Adj. Height Location - RS1 below the adjustable shelves Qty, - 1	1
286	0762913		Divider, Vertical Location - 1 - in LS1 12" off of the rear door opening (12" clear door opening) 1 - in RS3 18" clear from the rear door opening 18" of clear door opening from rear) Qty, - 02 Material Finish, Partition - Painted - Spatter Gray	2
287	0097230		Grab Handles, Chrome, Each Location - on each hatch compartment door and compartment door top of truck forward of cargo area above pump and behind cab to help open doors Qty, - 03	3
288	0603284		Rack, Hose Storage, Rolled, Adjustable Dividers, Multiple Racks Location - LS3 Qty, - 01 Fill in Blank - 3	1
289	0688958		Plate, 3/8", 500 lb Cap, Adj. Each Location - LS1 forward of the partition, mounted just above the CTECH tool box Qty, - 1 Finish, Pegboard/Toolboard - Painted - Spatter Gray	1
290	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
291	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3G Material Finish, Fender Liner - Brushed Stainless	1
292	0519849		Not Required, Hose, Hard Suction	1
293	0611527		Handrails Located @ Front Body, Hansen Knurled Alum LED Backlit Switch, Handrail Light Control - Park Brake Color, Light, Hansen Handrail - Red	1
294	0766206	SP	Handrails, Rear, Hansen Tubing, Knurled Aluminum, LED Backlit, (2), PUC Location, Handrails - one each side of the hose bed Switch, Handrail Light Control - Park Brake Color, Light, Hansen Handrail - Red	1
295	0000941		No Rear Hose Bed Handrail Required	1
296	0636301		Compt, Extinguisher (2) Fender Panel, Triangular Door Location, Bracket/comp. - PS rear of axle Qty, - 1 Door Finish, Fender Compt - Painted	1

Line	Option	Type	Option Description	Qty
296			Latch, Air Bottle Compt - Southco C2 Chrome Raised	
297	0657522		Insert, Air Bottle Compt - Rubber Matting	
			Compt, Air Bottle, Triple, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Triple - LS Fwd and Triple - RS Fwd	
			Latch, Air Bottle Compt - Southco C2 Chrome Raised	
			Insert, Air Bottle Compt - Rubber Matting	
298	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
299	0004230		Ladder, 14' Duo-Safety 775A Roof	1
300	0638384		Rack, Ladders, RS Full Depth Body, PUC/HDRP	1
			Door, Material & Finish, Ladder Storage - smooth aluminum	
			Latch, Door Ladder Storage - D-Handle latch	
301	0733387		Ladder, 10' Duo-Safety Folding 585A	1
302	0893098		Trough, Backboard, In Ladder Storage Compartment	1
			Size, Backboard, Predefined - 72"L x 18"W x 2.50"H	
303	0636772		Pike Pole, Pumper, Provided by Dealer, Additional	1
			Location - RS long tool storage	
			Qty, Pike Poles - 1	
			Pike Pole Make and Model - Fire Hooks Unlimited 10' New York Roof	
			Hook	
304	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Fire Hooks Unlimited 10' New York Roof Hook	
305	0549137		Not Required, Pike Pole, 6'	1
306	0769733		Compt, Long Tool Storage Compt, In Upper Body (1) RS, PUC/HDRP	1
			Door, Material & Finish, Storage - Smooth Aluminum	
			Latch, Door, Storage - Southco C2 Chrome Raised	
			Hinge Location - Right Side	
307	0740068		Compt, Long Tool Storage Compt, In Upper Body (1) LS, PUC/HDRP	1
			Door, Material & Finish, Storage - Smooth Aluminum	
			Latch, Door, Storage - Southco C2 Chrome Raised	
			Hinge Location - Left Side	
308	0058193		Tubes, Alum, Pike Pole Storage, Spcl Notch, NY PP Head	2
			Location - RS long tool storage	
			Qty, Pike Pole Tubes - 02	
309	0004361		Tubes, Alum, Pike Pole Storage	2
			Qty, Pike Pole Tubes - 02	
			Location, Pike Pole Tube - Ladder Storage	
310	0521734		No Steps Required, Front Of Body, PUC	1
311	0515521		Ladder, Top Access, Alum, LH Rear, PUC	1
			Do Not Move Truck Indicator - DNMT indicator	
312	0724153		Step, Folding - Extra, Body Only, w/LED, Trident	2
			Qty, Folding Step - 02	
			Location, Additional Step - RS rear bulkhead	
			Coating, Step - black	
313	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
314	0520016		Not Required, Pumphouse Structure, PUC	1
315	0661706		Lighting, Pierce, LED Strip Light, 63", Cargo Area, Pmp Pnl Sw	2
			Qty, - 02	
			Location - one in the area above the pump on the rear wall,	
			one in the area over the tank on the rearward wall	
316	0622537	SP	Compt, Storage, Full Width, Front of Cargo Compt, Flush Top, 4-Way Liftup Door	1
317	0889383		Pump, Pierce, 2000 GPM, Single Stage, PUC-NG	1
318	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
319	0889382		Gear Case, Integrated Pump Transmission, PUC-NG, Paccar	1
320	0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
321	0515829		Pump Shift, Sure-Shift	1
322	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
323	0515835		Auxiliary Cooling System, PUC	1
324	0014486		Not Required, Transfer Valve, Single Stage Pump	1
325	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	

Line	Option	Type	Option Description	Qty
325			Intake Relief Valve Control - Behind Right Side Pump Panel	
326	0724463		Controller, Pressure, Pierce LCD, PUC	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - Pressure Setting	
327	0072153		Primer, Trident, Air Prime, Air Operated	1
328	0894571		Outlet, 0.75" Garden Hose, Fed From Water Pump w/PPV, "T" Swing Handle, CARE	1
			Location, Outlet - Left Side Pump Panel	
			Qty, - 01	
329	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
330	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
331	0795135		Plumbing, Stainless Steel, w/Foam System	1
332	0517852		Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
333	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
334	0084610		Valves, Akron 8000 series- All	1
335	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	2
			Qty, Inlets - 2	
336	0004700		Control, Inlet, at Valve	1
337	0004660		Inlet (1), Left Side, 2.50"	1
338	0004680		Inlet, Right Side, 2.50"	1
339	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
340	0897252		Inlet, 4" to 6" Front, 5" Plumbing, w/Bleeder Valve, California Style	1
			Inlet, Size - Five	
			Drain, Suction - T Swing Handle	
			Inlet, Front, Valve - Jamesbury 5.00"	
			Inlet, Front, Plumbing - Black Iron Pipe	
			Inlet, Front, California Notch Size - 8.00" Wide Notch	
341	0014823		Control, Front Inlet, Electric, w/Indicator Lights	1
342	0755136		Valve, Relief Intake, Front Inlet, Elkhart	1
			Pressure Setting - 125 psig	
343	0749108		Piping for Front Suction Thru Bumper, As Short As Possible	1
344	0004788		Cap, Front Inlet, Long Handle, VLH	1
345	0092569		No Rear Inlet (Large Dia) Requested	1
346	0064116		No Rear Inlet Actuation Required	1
347	0092696		Not Required, Cap, Rear Inlet	1
348	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
349	0092568		No Rear Auxiliary Inlet Requested	1
350	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
351	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
352	0595508		Outlet, Tank Fill, 1.50", PUC	1
353	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
354	0521216		Outlet, Left Side, 2.50" (1), PUC	1
355	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
356	0092570		Not Required, Outlets, Left Side Additional	1
357	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
358	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
359	0021134		Not Required, Elbow, Right Side Outlets	1
360	0092571		Not Required, Outlets, Right Side Additional	1
361	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
362	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
363	0527969		Cap, Large Dia Outlet, 4.00", IPO Elbow	1
364	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
365	0516777		Outlet, Rear, 2.50", (1), Thru Tank, PUC	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
366	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
367	0537394		Not Required, Outlet, Rear, Additional, PUC	1
368	0537395		Not Required, Elbow, Rear Outlets, Additional	1

Line	Option	Type	Option Description	Qty
369	0516824		Outlet, Front of Hose Bed, 2.50", PUC Qty, Discharges - 02 location - one on the PS and one on the DS (approximately 3" off the wall)	2
370	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
371	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
372	0528294		Outlet, 3.00" Deluge w/2.50" Valve, w/TFT RC3 Extend-a-Gun 18", Foam Bypass,PUC	1
373	0095958		Deluge Outlet, Special Height/Location Fill in Blank - in the cargo area per the AD print	1
374	0740316		Monitor, TFT Typhoon RC Electric Monitor, Y5-EL1A, Panel and Wireless Control Monitor Finish - Painted by OEM	1
375	0771556		Nozzle, TFT Master Stream M-ER, 1500 GPM, Electric	1
376	0541358		Deluge Mount, TFT Typhoon For RC3 Extend-A-Gun Only	1
377	0730183	SP	Crosslay Module, Full Width, Roll Up Doors, Raised Upper Crosslays 4.0", PUC	1
378	0749510		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar Door Guard - Drip Pan Not Required Paint Break, PUC Crosslay Door - Not Required	1
379	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
380	0750916		Crosslays, (2) 1.50", W/Poly Trays, PUC Crosslay/Deadlay/Speedlay Capacity 1 - each tray to be 10" wide ID X 10.75 tall	1
381	0750900		Crosslay, (1) 2.50", W/Poly Trays, PUC Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	1
382	0731458	SP	Modification, Crosslay Plumbing, Moved Outboard, 2"Add'l Space, PUC	1
383	0586942		Tray(s), Deadlays, Black Poly, Special Size Qty, - 1 Size - sized to fit single stack of 1.75" hose	1
384	0032137		Foam Sys, External	1
385	0012126		Not Required, CAF Compressor	1
386	0552517		Not Required, Refill, Foam Tank	1
387	0893384	SP	Foam Outlet(s), 1.00", MNST, Location Location - DS PUC panel Qty, Foam Outlets - 01 Location 2 - upper right	1
388	0031896		Demonstration, Foam System, Dealer Provided	1
389	0530519		Foam Cell, 30 Gallon, Not Reducing, PUC Type of Foam - Class "A" Foam, Brand Name - Fireade	1
390	0091036		Drain, 1.00" Foam Tank #1	1
391	0091079		Not Required, Foam Tank #2	1
392	0091112		Not Required, Foam Tank #2 Drain	1
393	0746447		Approval Dwg, All Pump Panel(s), Includes Color And Label Tags Num Of Truck(s) or Sim Unit, ALL Pump Pnl, Dwg - 32579	1
394	0032479		Pump Panel Configuration, Control Zone	1
395	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
396	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
397	0618458		Light, Pump Compt, WIn 3SC0CDCR LED White, PUC Qty, - 01	1
398	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
399	0005601		Throttle, Engine, Incl'd w/Press Controller	1
400	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
401	0549333		Indicators, Engine, Included with Pressure Controller	1
402	0080713		Control, Air Horn At Pmp Pnl, Red Button, Labeled "Evacuation"	1
403	0763096		Fittings, Compression IPO PTC, All Pump Panel Gauges	1
404	0681338		Speaker, Amplified, Weatherproof @ Pump Panel, w/On-Off, Volume Location - the two way radio in switch panel location #4	1
405	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
406	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1

Line	Option	Type	Option Description	Qty
407	0517009		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC	1
			Activation, Water Level G - pb) parking brake is applied	
408	0604028		Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display	2
			Location - one per side, high and to the rear of the crew cab doors	
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
409	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
410	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
411	0802099		Air Horns, Kleinn 730	1
412	0802103		Location, Air Horns, Under Bumper/Chassis, Location	1
			Location - where best suited	
413	0757092		Control, Air Horn, Multi Select	1
414	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Nylon covered cable	
415	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Nylon covered cable	
416	0016056		Valve, Air Horn Shutoff	1
417	0534828		Siren, Wln 295SL101, 100 or 200W Removable Mic	1
418	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Inside Sw Pnl	
419	0076156		Control, Elec Siren, Head Only	1
420	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
421	0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
422	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
423	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - b) right	
424	0748305		Control, Mech Siren, Multi Select	1
425	0748281		Control Mech Siren, Ft Sw RS	1
426	0748282		Control Mech Siren, Ft Sw LS	1
427	0736165		Sw, Siren Brake, Momentary, RS Overhead Sw Pnl	1
428	0736164		Sw, Siren Brake, Momentary, LS Overhead Sw Pnl	1
429	0746353		Not Required, Warning Lights Intensity	1
430	0606775		Lightbar, Wln, Freedom IV-Q, 72", RRWRRR____RRRWRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
431	0016380		No Additional Lights Req'd, Side Zone Upper	1
432	0750291	SP	Lights, Front Zone, Wln M6** M6** M6** M6** M6** M6** Wrap Hdlt Bzl 6lts	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Outside - Left Red	
			Color, Lt PS Frnt Outside - Right Red	
			Color, Lt DS Front Inside - Left Red	
			Color, Lt PS Front Inside - Right Red	
			Color, Lt DS Frnt Out Corner - Red	
			Color, Lt PS Frnt Out Corner - Red	
			Color, Q Bezel and Trim - Chrome	
433	0753218	SP	Light, Front, Wln WIONSM# LED, 1st	4
			Location, Lights - (2) mounted in the upper front grille corners at 45 degrees and (2) mounted horizontally under the lower grille tube near the corners	
			Qty, - 04	
			Color, Lights, Warning - Red Left, White Right	
			Color, Trim - Chrome Trim	
434	0651432		Light, Front, Wln Dominator Plus DP8 30.36", 8-Red, Mid Grl Mt	1
			Location, Lights - directly under the upper grille cross tube, under the Rota-Beam beam light	
435	0770321	SP	Light, Front, Wln 6RB*C, Rota Beam, LED, Clear Lens	1
			Location, Lights - on the grille, above the upper cross tube	
			Qty, - 01	
			Color, Lights, Warning - a) white	
			Flange Kit - w/o) with out flange	
436	0540692		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - b)each side bumper	

Line	Option	Type	Option Description	Qty
436			Color, Lt Side Front - Red Color, Lt Side Middle - Red Color, Lt Side Rear - Red Location, Lights Mid Side - Rearward of Crew Cab Doors Location, Lights Rear Side - Over Rear Wheels	
437	0896616		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light Control, Door Int Flash - None (Doors only) Location, Light, Door Int Flash - Over Window	1
438	0895609		Connectors, Door Interior Flash, All Cabs, Butt Splice	1
439	0743910		Lights, Side, WIn M6** LED, Trm Fet 1st Location, Lights - One per side, high on the side of the body. Front, Front bumper, one per side on the 45 degree slant Qty, - 04 Color, Lights, Warning - Red Flashing Color, Lens, LED's - Clear Color, Trim - Chrome Trim	4
440	0764166	SP	Lights, Side Rf, WIn M4# LED, Paint Brkt, Custom 6lts Location, Light Bar - b)over the crew cab doors Color, Lt Side Frnt Split - red/white Color, Lt Side Mid Split - red/white Color, Lt Side Rear Split - Red And White	1
441	0653165		Lights, Side, WIn WION* LED, Recessed in Cab Steps, 4lts, AXT/DCF/Enf/Imp/Vel Color, Lights, Warning - gla) red Control, Light - b) side warning	1
442	0672937		Lights, Side, WIn WIONSMC* LED, Chrome Flange, Mounted In Rub Rail, 1st Location, Lights - under RS1, RS3, LS1, LS3 Qty, - 04 Color, Lights, Warning - gla) red Control, Light - f) emerg master	4
443	0540783		Lights, Rear Zn Lwr, WIn M6*C LED Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
444	0754220		Lights, Rear, WIn M6** LED, Features 1st Location - one per side, mid level height Qty, - 02 Color, Lights, Warning - Red Flashing Control, Light - c) rear lower warning Color, Lens, LED's - Clear Color, Trim - Chrome Trim	2
445	0729798		Lights, Rear, WIn WIONSM* LED, Recessed In Tailboard, 1st Location - evenly spaced (see AD print) Qty, - 04 Color, Lights, Warning - Amber Flashing Control, Light - f) emerg master Color, Trim - Chrome Housing	4
446	0541152		Lights, Rear/Side Up Zone, WIn M6*C LED, Clear Lens 4lts Flange Kit, 2pr - w/with a flange Color, Lt, Side Rear Upper DS - Red Color, Lt, Side Rear Upper PS - Red Color, Lt, Rear Upper DS - Red Color, Lt, Rear Upper PS - Red	1
447	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
448	0590000		No Hose Bed Warn Light Brackets Req'd, Lights Mtd on Hatch/Body Compts, PUC	1
449	0762435		Light, Traffic Directing, WIn TAL85, 46.87" Long LED, Lens Feature Activation, Traffic Dir L - Not Connected Color, Lens, LED's - c)clear	1
450	0529907		Location, Traf Dir Lt, Over Bed Between Body Side Shts, On Cross Tube	1
451	0530288		Location, Traf Dir Lt Controller, Overhead Recessed Console, above Eng Tnl DS	1
452	0779698		Receptacle Strip, 15A 120V 6-Place, Interior Body Qty, - 01 Location 1 - RS3 forward of the partition, high on rear wall AC Power Source - Shoreline	1
453	0519934		Not Required, Brand, Hydraulic Tool System	1
454	0649753		Not Required, PTO Driven Hydraulic Tool System	1

Line	Option	Type	Option Description	Qty
455	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
456	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
457	0519913		Not Required, Soft Suction Hose	1
458	0027023		No Strainer Required	1
459	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
460	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
461	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
462	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
463	0741569		Paint Process / Environmental Requirements, Appleton	1
464	0709565		Paint, Three-Tone Color, Enforcer	1
			Paint Color, Upper Area, Predefined - #90 red	
			Shield, Cab - Standard Shield	
			Paint Color, Lower Area, Predefined - Match Upper Color	
			Paint Break, Cab - Standard Three-Tone Cab Break	
			Paint Color, Middle Area, Predefined - #10 White	
465	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
466	0646897		Paint Chassis Frame Assy, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
467	0693797		No Paint Required, Aluminum Front Wheels	1
468	0693792		No Paint Required, Aluminum Rear Wheels	1
469	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Black #101	
470	0007230		Compartment, Painted, Spatter Gray	1
471	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
472	0007356		Reflective across Cab Face	1
473	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
			Color, Rear Chevron DG - fluorescent yellow green	
474	0017359		Stripe, Black Outline, Vinyl on Reflective Band	3
			Qty, - 03	
475	0670030		Stripe, Reflective, Toolboard, DOT Red/White Style	3
			Location - swing out and slide out toolboards	
			Qty, - 03	
476	0671878		Stripe, Reflective, Slide Out Tray, Front and Sides, DOT Red/White Style	8
			Location - slide out trays, tool drawers, and work surface	
			Qty, - 08	
477	0545179		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Chevron DG - Yellow Green, Fluorescent	
			Color, Chevron DG - B - Red	
478	0022087		"Z" Ribbon, w/Shade in Reflective Stripe, Pair	1
			Qty, - 1	
479	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
			Size, Chevron Striping - 04	
			Color, Reflect Chev - A - r) red diamond grade	
480	0680371		Stripe, Gold Leaf, Two-Tone Paint Break with Shield, IPO Chrome Molding	1
481	0027372		Lettering Specifications, (GOLD STAR Process)	1
482	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
483	0686213		Lettering, Gold Leaf, 8.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
484	0686288		Lettering, Gold Leaf, 3.00", Each	7
			Qty, Lettering - 07	
			Outline, Lettering - Outline and Shade	
485	0655896		Sign Kit, Painted, Holder and Insert, Each	2
			Location - per print	

Line	Option	Type	Option Description	Qty
485			Qty, - 02 Size - 10 X 12	
486	0741843		Lettering, Reflective, Full Width Mud Flap, 1 Color Configuration - ENGINE Font, Lettering, Mud Flap - Full Block Outline, Lettering, Mud Flap - White Outline Color, Lettering, Mud Flap - Ruby Red	1
487	0068923		Emblem, Maltese Cross, Gold Leaf, 9"-11", Pair Qty, - 01 Location, Emblem - cab door	1
488	0755303		Artwork File, Provided on Custom USB Drive	1
489	0695610		Emblem, Reflective, Per Dept. Submittal, Each Qty, - 01 Location, Emblem - R1 Size, Dept Seal, Reflect - 24" - 26"	1
490	0654570		Emblem, Vinyl, Per Dept. Submittal, Each Qty, - 02 Location, Emblem - per print Size, Dept Seal, Vinyl - 7"-9"	2
491	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
492	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
493	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
494	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
495	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
496	0735523		Warranty, Engine, Paccar MX13, 5 Year	1
497	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
498	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
499	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
500	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
501	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
502	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
503	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
504	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
505	0695416		Warranty, Pierce Camera System, WA0188	1
506	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
507	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
508	0685945		Warranty, Transmission Cooler, WA0216	1
509	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
510	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
511	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
512	0889364		Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1
513	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
514	0641372		Warranty, Foam System, Not Available	1
515	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
516	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
517	0683627		Certification, Vehicle Stability, CD0156	1
518	0735686		Certification, Engine Installation, Enf, Paccar MX13, 2021	1
519	0686786		Certification, Power Steering, CD0098	1
520	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
521	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
522	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
523	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
524	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
525	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
526	0545073		Amp Draw Report, NFPA Current Edition	1
527	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
528	0799248		Appleton/Florida BTO	1
529	0000048		PUMPER/TANKER, 3rd Gen	1
530	0000012		PIERCE CHASSIS	1

Line	Option	Type	Option Description	Qty
531	0735525		PACCAR MX13 ENGINE	1
532	0046396		EVS 4000 Series TRANSMISSION	1
533	0520324		PIERCE PUMP, PUC	1
534	0020009		POLY TANK	1
535	0028047		NO FOAM SYSTEM	1
536	0020006		SIDE CONTROL	1
537	0020007		AKRON VALVES	1
538	0020014		FRONT SUCTION	1
539	0020015		ABS SYSTEM	1
540	0658751		PUMPER BASE	1



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: August 12, 2022 Submission for the September 6, 2022 City Council Meeting

ITEM: Mayor and City Council Consideration of Request to Approve a Safety Action Plan Grant Application to the United States Department of Transportation for the 2022 Safe Streets and Roads for All Grant Program and to Commit to Local Funding Match

Recommendation:

Staff recommends that City Council approve staff submitting an application for a Safety Action Plan Grant to the United States Department of Transportation ("USDOT") for the 2022 Safe Streets and Roads for All grant program ("Grant Program").

Background:

The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021) established the Grant Program and appropriated \$1 billion to be awarded by the USDOT for FY 2022 for the Grant Program. Funds for the Grant Program are to be awarded for planning studies and capital projects that improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries, focused on all roadway users. Of the funding available in 2022, 40% must be allocated for planning activities. The Grant Program solicitation closes on September 15, 2022. Applicants have the option to apply for a Safety Action Plan Grant or Implementation Grant. The minimum Safety Action Plan Grant is expected to be \$200,000 and the minimum Implementation Grant is expected to be \$5 million.

In order to apply for an Implementation Grant, the City must already have an adopted safety plan that meets the plan requirements detailed in the Grant Program's Notice of Funding Opportunity. City staff has determined that the City's current planning efforts do not meet the requirements so the City is ineligible for an Implementation Grant. Staff recommends submitting an application for a Safety Action Plan Grant.

Discussion:

USDOT recently adopted the Safe System Approach in its National Roadway Safety Strategy. The Safe System Approach sees transportation safety beyond an infrastructure lens, rather, as something impacted by behavioral interventions (education and encouragement), roadway countermeasures (engineering), laws/policies/enforcement (enforcement), vehicle safety features and performance (engineering), and emergency medical care (emergency response).

Typically for local governments, these efforts tend to be siloed where the Public Works Department focuses on infrastructure and the Police Department focuses on behavior and enforcement. A Safety Action Plan is an opportunity to bring multiple departments together to develop a comprehensive

approach to improving roadway safety. This process would include staff from the Public Works, Police, Fire, Communications, and Community Development Departments. This improved coordination and exchange of ideas tackles the problem from different angles and targets the crashes that have most significant impact on people's lives.

The Safety Action Plan would include thorough safety and equity analyses as well as extensive public engagement. The end product would be a prioritized list of projects and strategies that direct funding where it would be most effective.

The completion of a Safety Action Plan would also make the City eligible for an Implementation Grant in the future.

Financial Impact:

A local match of 20% is required for the Safety Action Plan Grant. City Staff estimates the Safety Action Plan would total \$450,000 (\$360,00 federal, \$90,000 local). The City currently has funds for a safety analysis in T7000 that can provide the 20% required local match of up to \$90,000.

Alternatives:

N/A

Review:

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

Created/Initiated - 8/25/2022
Approved - 8/25/2022
Approved - 8/25/2022
Approved - 8/25/2022
Final Approval - 9/1/2022

Attachments:

1. Resolution_LocalMatchCommittment (082222)

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO APPROVE A SAFETY ACTION PLAN GRANT APPLICATION TO THE
UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE 2022 SAFE STREETS
AND ROADS FOR ALL GRANT PROGRAM AND TO COMMIT TO LOCAL FUNDING MATCH**

WHEREAS, public safety is a priority of the Mayor and Council of the City of Sandy Springs (“City”) and safety is the top priority identified in the City’s Transportation Master Plan;

WHEREAS, the City is committed to reducing the number of roadway fatalities and serious injuries;

WHEREAS, the United States Department of Transportation (“USDOT”) has appropriated \$1 billion for the 2022 Safe Streets and Roads for All grant program (“Grant Program”), with funds to be awarded to eligible applicants for planning studies and capital projects that improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries, focused on all roadway users; and

WHEREAS, a grant from the Grant Program requires a local match of twenty percent (20%) by the successful applicant; and.

WHEREAS, the City does not currently have a Safety Action Plan, but would greatly benefit from securing such funds for a Safety Action Plan providing a comprehensive approach to roadway safety; and

WHEREAS, staff recommends that the City apply for a Safety Action Plan Grant from the USDOT, the completion of which, in addition to providing for roadway safety, would make the City eligible for an implementation grant from the Grant Program in the future;

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

1. The City Manager and appropriate City staff are hereby authorized to complete or to cause to be completed, executed and submitted an application, together with any other required documentation, to the USDOT for the purpose of obtaining a Safety Action Plan Grant for planning studies and capital projects that improve roadway safety in the City;
2. The City Manager and appropriate City staff are hereby authorized to commit local match funding of twenty percent (20%) up to the amount of \$90,000.00 for the Safety Action Plan;
3. The City Manager and appropriate City staff are hereby authorized to take such action as may be necessary to effectuate the intent of this resolution.

RESOLVED, this the 6th day of September, 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: August 12, 2022 Submission for the September 6, 2022 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Authorize a 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 north of Morgan Falls Road to south of Pitts Road, 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 north of Morgan Falls Road to south of Pitts Road as part of a sidewalk project ("Project"). 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 north of Morgan Falls Road to south of Pitts Road and that the City accepts all responsibility for the maintenance and operation of the City-installed lighting. The MOA addresses thirty-two (32) 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 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:

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

Created/Initiated - 8/25/2022
Approved - 8/25/2022

Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Approved - 8/25/2022
Approved - 8/25/2022
Final Approval - 8/30/2022

Attachments:

1. 1272074, Lighting, GPC, SR 9, City of Sandy Springs, Fulton Co
2. TS105 Vicinity Map
3. Resolution MOA GDOT Pedestrian Lighting (082222)

MEMORANDUM OF AGREEMENT

FOR

**PEDESTRIAN LIGHTING ON STATE ROUTE 9/ROSWELL ROAD at 7840
ROSWELL ROAD, CITY OF SANDY SPRINGS, GEORGIA, FULTON CO.**

CONSISTING OF

Install thirty-two (32) new pedestrian lighting structures with one each 70W luminaries by permit No. 1272074 along State Route 9 in front of 7840 Roswell Road, 236 feet north of Morgan Falls Road to 295 feet south of Pitts 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 thirty-two (32) new pedestrian lighting structures with thirty-two each 70W luminaries by Permit No. 1272074 along State Route 9 in front of 7840 Roswell Road, 236 feet north of Morgan Falls Road to 295 feet south of Pitts 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. 1272074 along State Route 9 in front of 7840 Roswell Road, 236 feet north of Morgan Falls Road to 295 feet south of Pitts Road, 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

August 1, 2022-cnw

1272074, GPC, SR 9, SandySprings, Fulton

Write a description for your map.

Permit 1272074, Georgia Power to
reinstall 32 each 70W post top luminaries
on 32 new poles for pedestrian lighting
beginning at 236 feet north of Morgan
Falls Rd to 295 feet south of Pitts Road in
City of Sandy Springs, SR 9, Roswell
Road, Fulton Co.

Legend

7840 Roswell Rd



TS105 Roswell Rd at Grogans Ferry Rd Intersection Improvement 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 PEDESTRIAN LIGHTING ON STATE ROUTE 9/ROSWELL ROAD
FROM NORTH OF MORGAN FALLS ROAD TO SOUTH OF PITTS ROAD, 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 north of Morgan Falls Road to south of Pitts Road (“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, thirty-two (32) 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 September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Dave Wells, Director of Facilities/Capital Construction and Building Operations

DATE: August 22, 2022 Submission for the September 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council to Approve a Resolution Authorizing Contract Award to Signarama Roswell to Perform Sign Installation for the City's Wayfinding Project Gateway 3 and 4 Signs, Authorizing Negotiation of Contract, and Authorizing the City Manager to Execute the Negotiated Contract

Recommendation:

Staff recommends approval of the attached resolution authorizing contract award to Signarama Roswell ("Signarama") to perform the sign installation phase of the City's wayfinding project ("Project"), authorizing the City Manager and City Attorney to negotiate a contract for same, and authorizing the City Manager to execute the negotiated contract.

Background:

In preparation for installation of Gateway 3 and 4 "Welcome to Sandy Springs" signs, the City issued its Invitation to Bid 23-003 ("ITB") on July 20, 2022. A pre-bid conference was held on July 28, 2022, and bids were received on August 17, 2022.

The purpose of the ITB was to identify a qualified contractor to provide street sign installation consisting of, but not limited to, the following: Gateway 3 signs – 26 each, and Gateway 4 signs – 40 each. Signs are to be installed with foundations and breakaway attachments for each post. The City will provide the sign material and posts. All sleeving, drilling, taping, and final connections of signs and breakaway connections are included. The signs will be installed within the required right of way and in gateway locations at entrances to the City via various roadways. The City previously procured surveying services through Long Engineering, which will provide plan information depicting utility locate information for each sign location.

The following bids were received in response to the ITB:

VENDOR	BID AMOUNT
Signarama Roswell	\$169,000.30
Henry Graphics	\$186,040.00
Rite Lite Signs	\$268,300.00
Waybaytay Holdings	\$300,200.00
Kenco Sign & Awning LLC	\$512,400.00

Upon administrative review of the bids, it was determined that Signarama, submitted the lowest responsive and responsible bid in the amount of \$169,000.30.

Discussion:

Financial Impact:

Contract award is in the amount of \$169,000.30. Sufficient funds are available in F2101 to fund this work.

Alternatives:

City Council may decide not to award the contract to Signarama, as recommended, and provide further guidance to staff.

Review:

Octavia Baynes, Administrative Asst.

Created/Initiated -
8/23/2022

Richard Collins, Construction Manager

Approved - 8/26/2022

Dave Wells, Director of Facilities/Capital Construction and Building
Operations

Approved - 8/26/2022

Toni Carlisle, Chief Financial Officer

Approved - 8/26/2022

Kathy Williams, Staff Attorney

Approved - 8/26/2022

Eden Freeman, City Manager

Final Approval -
9/1/2022

Attachments:

1. Resolution for Wayfinding Signage 3 and 4 (082322)
2. 23-003 Gateway 3 and 4 Sign Installation - Bid Tab

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION AUTHORIZING CONTRACT AWARD TO SIGNARAMA ROSWELL TO
PERFORM SIGN INSTALLATION FOR THE CITY'S WAYFINDING PROJECT
GATEWAY 3 AND 4 SIGNS, AUTHORIZING NEGOTIATION OF CONTRACT, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE NEGOTIATED CONTRACT**

WHEREAS, on July 20, 2022, the City of Sandy Springs ("City") issued its Invitation to Bid 23-003 ("ITB") to identify a qualified contractor to provide sign installation services including, but not limited to, Gateway 3 and Gateway 4 street signs, as part of its wayfinding project ("Project"); and

WHEREAS, on August 17, 2022, the City received five (5) bids in response to the ITB, including a bid from Signarama Roswell ("Signarama") in the amount of \$169,000.30; and

WHEREAS, following review of the bids it was determined that Signarama's bid was the lowest responsive and responsible bid; and

WHEREAS, staff recommends and Council desires to award the contract for street sign installation to Signarama to perform street sign installation in connection with the Project, as described in the ITB;

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

1. Signarama is hereby awarded the contract for sign installation services as part of the Project, consistent with the scope described in the ITB; and
2. The City Manager and the City Attorney are authorized to negotiate a contract with Signarama on terms and conditions in the best interest of the City; and
3. The City Manager is hereby authorized to execute the contract so negotiated; and
4. The City Manager and City Attorney are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the _____ day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)

Bid Tab

23-003 Gateway 3 and 4 Sign Installation

Vendor	Total
Signarama Roswell	\$169,000.30
Henry Graphics	\$186,040.00
Rite Lite Signs	\$268,300.00
Waybaytay Holdings	\$300,200.00
Kenco Sign & Awning LLC	\$512,400.00



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: August 25, 2022 Submission for the September 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Request for City Council Approval of Lighting Services Agreement with Georgia Power Company to Install Pedestrian Scale Lighting for Project T2307, Johnson Ferry Road Pedestrian Lighting Project

Recommendation:

Staff recommends that the Mayor and City Council approve a lighting services proposal and agreement ("Agreement") with Georgia Power Company (GPC) to install, operate and maintain pedestrian scale lighting on both sides of Johnson Ferry Road from the Chattahoochee River to Brandon Mill Road as part of Project T2307 ("Project").

Background:

The scope of work for the Project includes the following:

1. Install 116 standard direct burial mid-block lights
2. Install 17 standard intersection direct burial lights
3. Install all underground feeds to lights

The quoted cost of \$845,625.00 is an upfront contribution for installation. There is a monthly lease cost of \$4,756.08 for these lights to cover the ongoing cost of equipment, energy, and maintenance.

Discussion:

The City has previously entered into agreements with GPC to obtain pedestrian scale lighting along sidewalks and side paths. Under the Agreement, GPC will provide the design and construction of the lighting installation and the City will provide support to the GPC lighting installation where site adjustments are required. Upon completion of installation, GPC will operate and maintain the lighting.

Financial Impact:

There are adequate funds available for Agreement in Project T2307.

Alternatives:

1. Enter into the Agreement as currently quoted.

2. Design and bid the pedestrian scale lighting installation.

Review:

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

Created/Initiated - 8/25/2022
Approved - 8/25/2022
Approved - 8/26/2022
Approved - 8/26/2022
Final Approval - 9/1/2022

Attachments:

1. 1 Georgia Power Quote and Agreement
2. T2307 Vicinity Map
3. 3 T2307 Ped Lighting Agmt Resolution (082222)

July 13, 2022

Katelyn Stallings
TSPLOST Project Manager - Public Works Division
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

Re: Johnson Ferry Road Streetscape – Street/Pedestrian Lighting Proposal

Dear Ms. Stallings,

Thank you for the opportunity for Georgia Power Company to provide you a street/pedestrian lighting proposal for your new Johnson Ferry Road streetscape project in Sandy Springs.

It is our commitment at Georgia Power to provide a lighting system that is top quality and aesthetically pleasing. The system that we provide you will be backed by a proven leader in the lighting business.

This proposal is based on:

- **Installation of 116 – 50 Watt LED Green Mid-block Post Top Fixtures on 116 – 13' Fixture Mounting Height Green Direct Burial Poles**
- **Installation of 17 – 70 Watt LED Green Intersection Shepherd's Crook Fixtures on 17 – 15' Fixture Mounting Height Green Direct Burial Poles**
- **Electrical service will be underground to all locations.**
- **The poles will be located as shown on the layout provided to GA Power.**

The payment schedule is listed below:

<u>Up Front payment</u>	<u>Monthly payment</u>
845,625.00	4,756.08

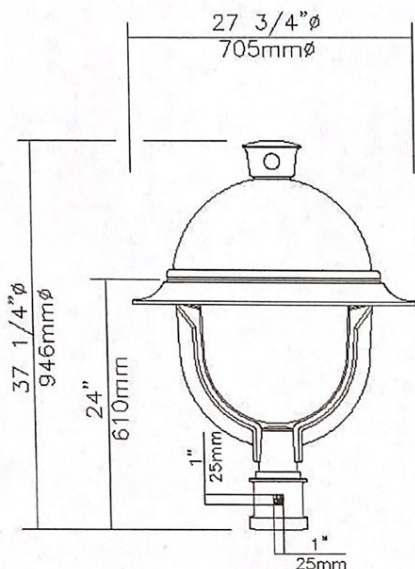
Pricing is good for 45 days beginning 7-18-22.

*All installation, pole, fixture, energy, and maintenance charges are included in the payments above. Installation scope does not include removal of rock or unforeseen obstacles. It is the customer's responsibility to locate any private underground utilities.

I will give you a call to discuss. Thanks!

Sincerely,


William Canady
Lighting Services



EPA: 2.6 sq ft / weight: 40 lb (18.2 kg)

Note: 3D image may not represent color or option selected.
Logos above include link, click to access.

Qty	3	Luminaire	DMS60-55W48LED4K-LE3A-UNIV-GN8TX-912401439424
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Description of Components:

Finial: Decorative cast 356 aluminum, mechanically assembled.

Cupola: Decorative spun aluminum 1100-0, mechanically mounted on hood.

Hood: Spun aluminum 1100-0 dome, mechanically assembled on the luminaire.

Guard: With 2 cast aluminum 356 arms, this guard is welded to the fitter and to the access-mechanism.

Skirt: Spun 1100-0 aluminum, mechanically assembled on the luminaire.

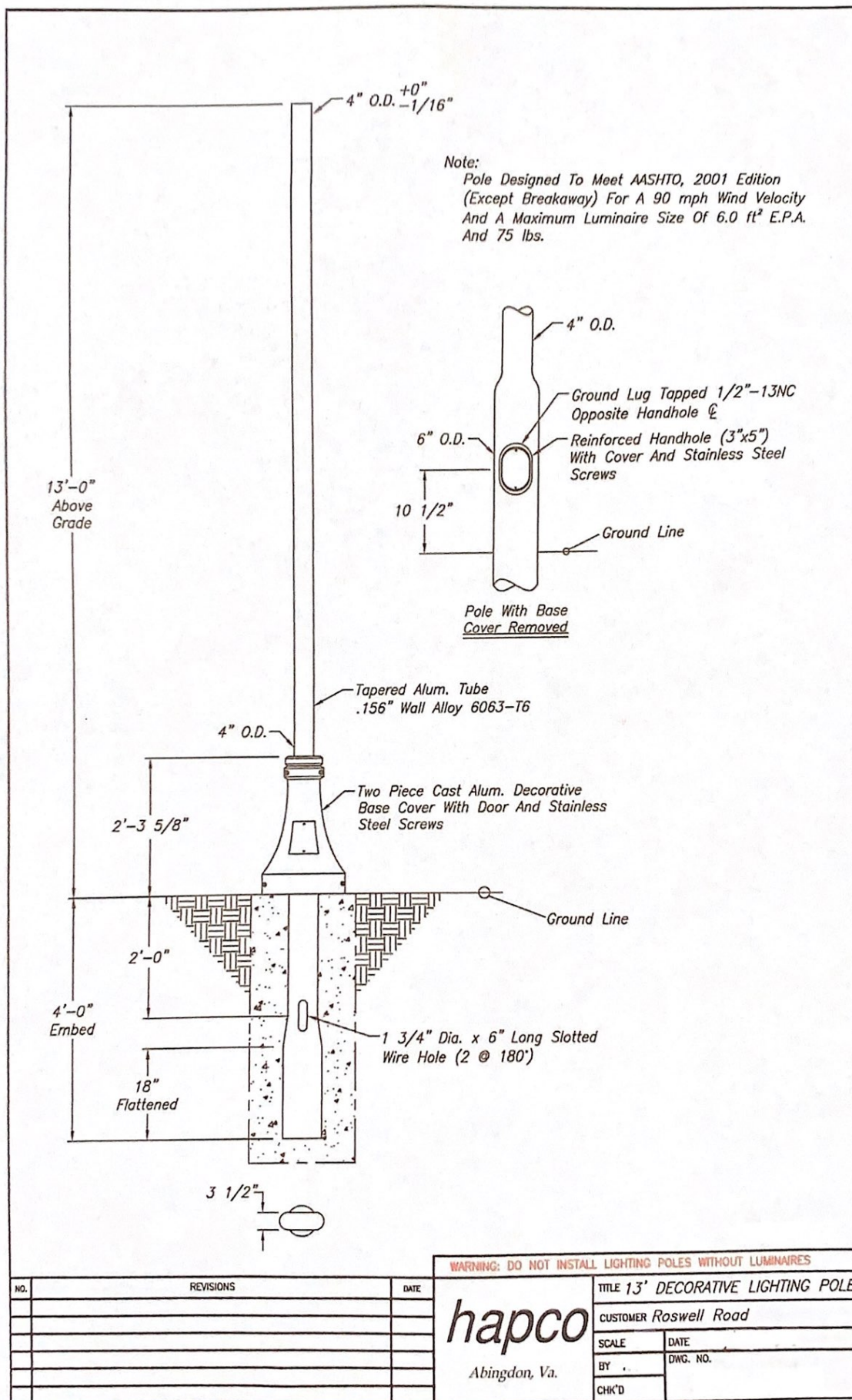
Access-Mechanism: A die cast A360 aluminum technical ring with latch and hinge. The mechanism shall offer tool-free access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Light Engine: LEDgine composed of 5 main components: **Globe / LED Module / Optical System / Heat Sink / Driver**
Electrical components are RoHS compliant.

Heat Sink: Made of cast aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

Globe: (ACDR), Made of one-piece seamless injection-molded impact-resistant (DR) acrylic having an inner prismatic surface. The globe is mechanically assembled and sealed onto the lower part of the heat sink.

LED Module: LED type Philips Lumileds LUXEON T. Composed of 48 high-performance white LEDs. Color temperature as





LEDGINE



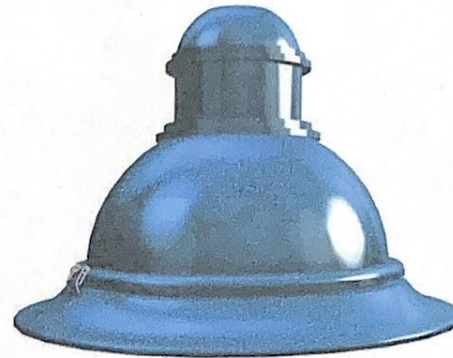
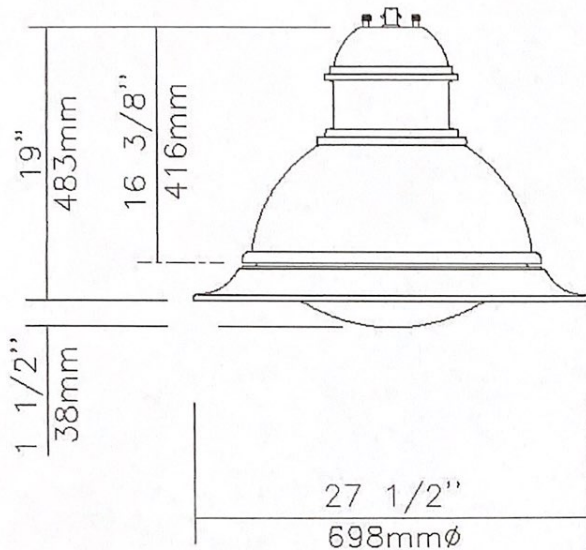
IES



Catalogue



3D



EPA: 1.42 sq ft / weight: 42 lb (19.1 kg)

Note: 3D image may not represent color or option selected.
Logos above include link, click to access.

Qty	2	Luminaire	DMS50-70W64LED4K-LE3S-UNIV-GN8TX-912401439425
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Description of Components:

Hood: A die cast A360.1 aluminum dome complete with a cast-in technical ring with latch and hinge. The mechanism shall offer tool-free access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Housing: In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

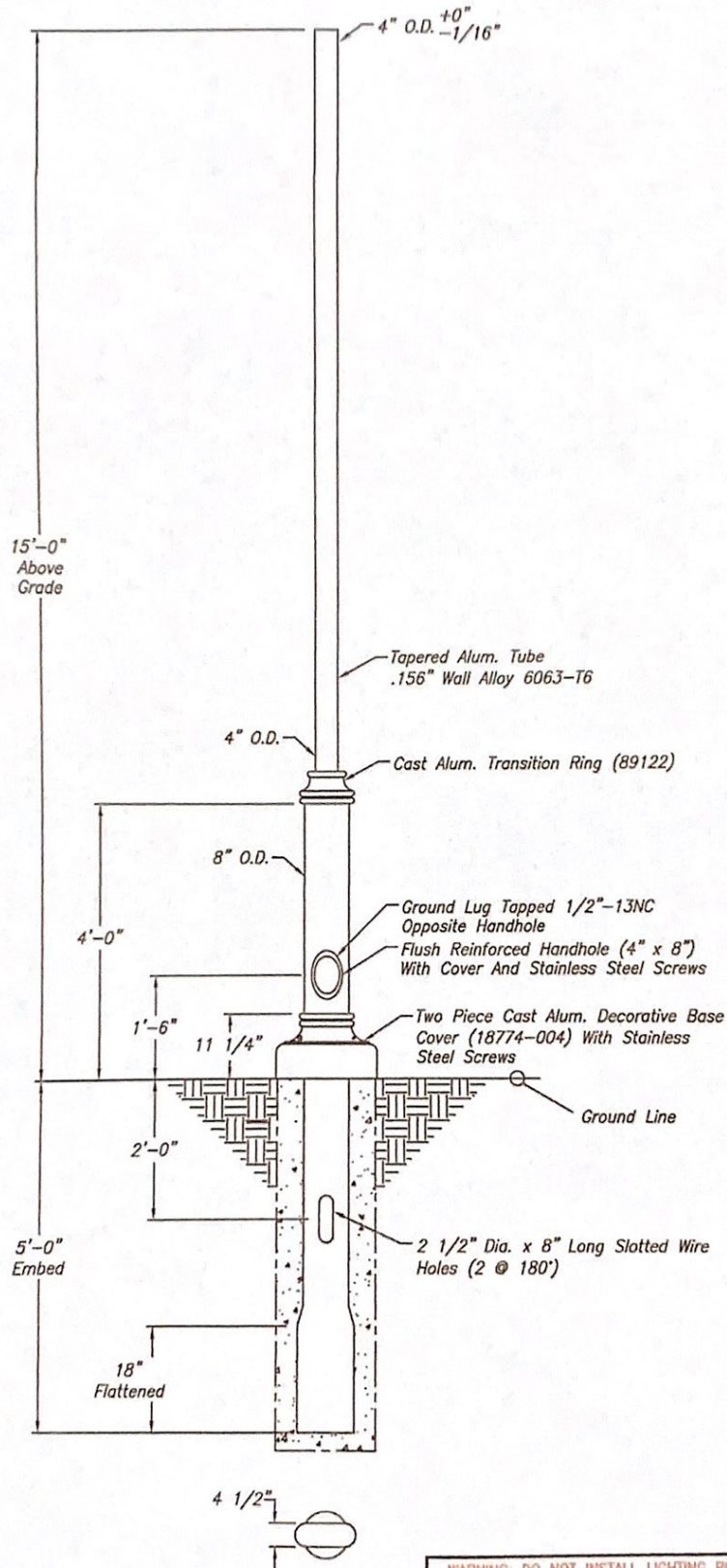
Light Engine: LEDgine composed of 5 main components: Heat Sink / Lens / LED Module / Optical System / Driver
Electrical components are RoHS compliant.

Heat Sink: Heat Sink: Made of die cast A360 aluminum optimising the LEDs efficiency and life, complete with a cast in skirt and technical ring. Product does not use any cooling device with moving parts (only passive cooling device)

Lens: Made of soda-lime clear tempered glass curved lens, mechanically assembled and sealed onto the lower part of the heat sink.

LED Module: LED type Philips Lumileds LUXEON T. Composed of 64 high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K), CRI 70 Min. 75 Typical.

Optical System: (LE3S), IES type III (asymmetrical). Composed of high-performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. Street side indicated.



NO.	REVISIONS	DATE

WARNING: DO NOT INSTALL LIGHTING POLES WITHOUT LUMINAIRES

hapco

Abingdon, Va.

TITLE 15' DECORATIVE LIGHTING POLE

CUSTOMER Roswell Road

SCALE

DATE

BY

DWG. NO.

CHK'D

Lighting Services Agreement



Customer Legal Name City of Sandy Springs DBA _____

Service Address 301 Johnson Ferry Rd Sandy Springs GA 30328 County Fulton County

Mailing Address 1 Galambos Way Sandy Springs GA 30328

Email kstallings@sandyspringsga.gov Tel # 770-730-5600 Alt Tel # ✓

Tax ID# ✓ Business Description _____

Existing Customer Yes ☐ No ☒ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Action	Qty	Wattage	Type	Description
INS	116	50	LED	Post Top
INS	17	70	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	
\$4,521.08	\$235.00	\$4,756.08	1	

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:
Johnson Ferry Rd Streetscape

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$845,625.00

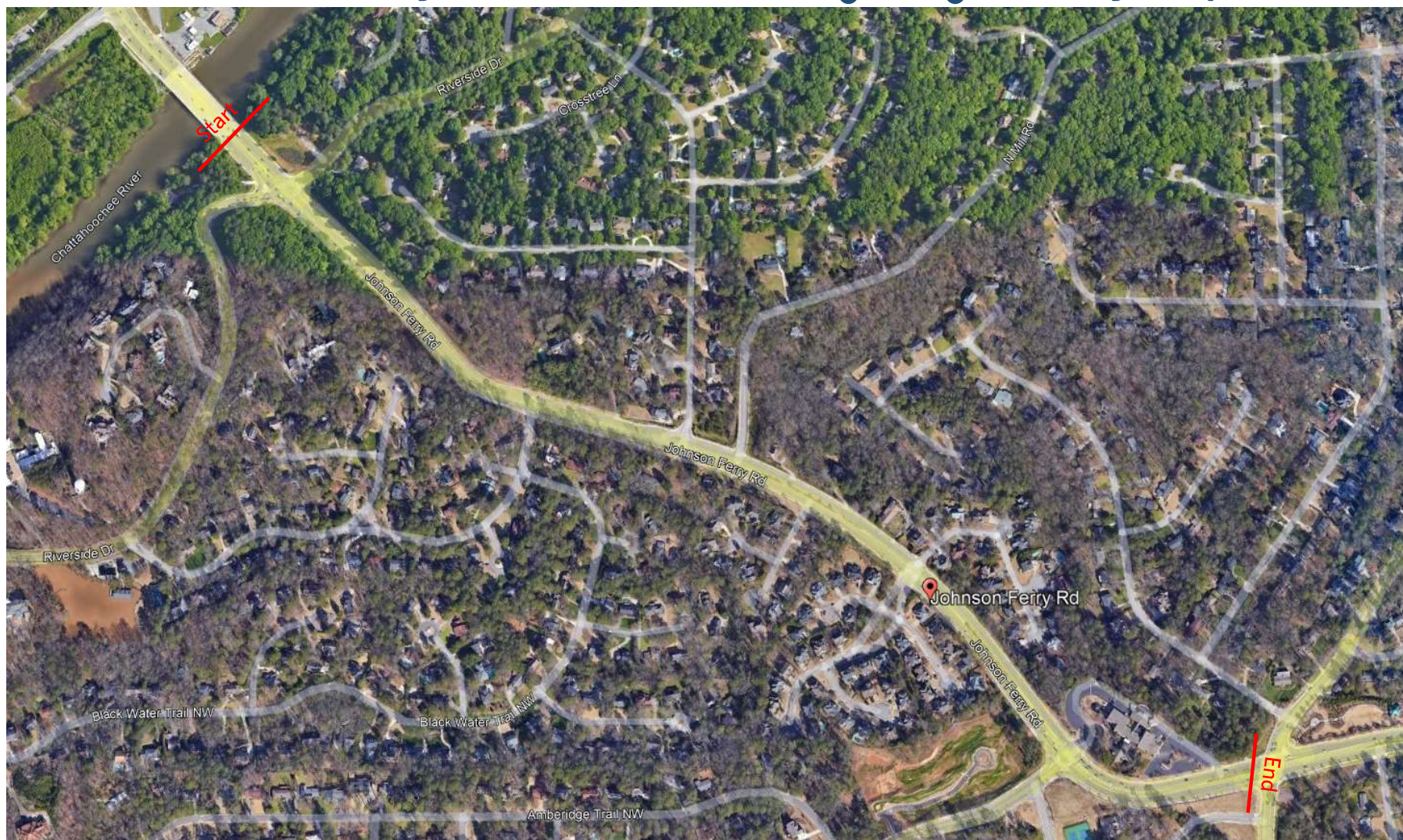
Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature: <u>✓</u>	Signature: _____
Print Name: <u>✓</u>	Print Name: William Canady
Print Title: <u>✓</u>	Print Title: Account Exec
Date: <u>✓</u>	Date: _____

TERMS and CONDITIONS (Lighting – Governmental Service)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

T2307 – Johnson Ferry Road Pedestrian Lighting Vicinity Map



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A LIGHTING SERVICES AGREEMENT WITH
GEORGIA POWER COMPANY TO INSTALL PEDESTRIAN SCALE LIGHTING
FOR PROJECT T2307, JOHNSON FERRY ROAD PEDESTRIAN LIGHTING PROJECT,
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, as part of Project T2307 (“Project”), the City desires to install decorative pedestrian scale lighting on both sides of Johnson Ferry Road from the Chattahoochee River to Brandon Mill Road; and

WHEREAS, pedestrian scale lighting is an important element in providing for a complete streetscape, as envisioned for the Project; and

WHEREAS, Georgia Power Company has submitted a proposal and agreement to the City, dated July 13, 2022 (“Agreement”), containing the basic terms and conditions and scope of work for installation of the desired pedestrian scale lighting; and

WHEREAS, the Agreement provides, among other things, that GPC will provide the design and construction of the lighting installation, the City will provide support to the GPC lighting installation where site adjustments are required, and upon completion of installation, GPC will operate and maintain the lighting; and

WHEREAS, pursuant to the Agreement, the City will pay an initial installation cost of \$845,625.00 and a monthly lease cost of \$4,756.08 for ongoing cost of equipment, energy and maintenance; and

WHEREAS, the City desires to enter into the Agreement for the described pedestrian scale lighting for the Project;

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

1. That the Agreement with GPC as described above is hereby approved.
2. That the City Manager is hereby authorized to execute the Agreement on behalf of the City.
3. That the City Manager and the City Attorney are hereby authorized to take such other actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the _____ day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Marla Shavin, Senior Public Relations Specialist

DATE: August 30, 2022 Submission for the September 6, 2022 City Council Meeting

ITEM: Request for Mayor and City Council to Approve Resolution Authorizing Acceptance of a Gift of Sculpture from the Cornerstone Donors, Authorizing Payment for Costs Associated with Installation, and Authorizing the City Manager to Take any and all Action Required to Effectuate the Acquisition of Said Gift

Recommendation:

Staff recommends that Mayor and City Council approve the attached resolution authorizing acceptance of the sculpture “Solstice” from Cornerstone Donors. Solstice will be placed on permanent display at City Springs and authorizing payment for costs associated with installation at City Springs.

Background:

Discussion:

Solstice is a monumental stainless steel sculpture with mirror finish by internationally known Atlanta artist, David Landis. Solstice is an original sculpture of a gigantic hydrangea blossom floret, fabricated in 2016 by Mr. Landis at his in-town Summerhill studio. Works by Mr. Landis can be seen throughout the metropolitan Atlanta area, including the Sandy Springs Library, along the Atlanta Beltline, and other public spaces across the country. Mr. Landis grew up in Sandy Springs and graduated from Riverwood High School.

Solstice was approved for public display when originally selected as one of nine (9) works for the 2022 public art exhibition and was prominently displayed at City Green as part of the Arts in the Open 2022 temporary sculpture exhibit. Art Sandy Springs regrets that it was unable to recommend it for purchase this year, primarily because of cost. A private group of thirty-three (33) individual donors, collectively the Cornerstone Donors, stepped up to fund the acquisition of Solstice as a gift to the City. This sculpture donation is a commemorative gift from the Cornerstone Donors recognizing the service and gifts Sandy Springs Society has given to the City since 1988.

Expertly crafted from the highest quality materials, Solstice will be an elegant and durable addition to the City’s public sculpture portfolio. The proposed site is the landscaped traffic island on Bluestone Road between Sandy Springs Circle and Galambos Way.

Financial Impact:

There will be no acquisition or signage cost to the City. The artist values the sculpture at \$43,000. The City will be responsible for creating a plinth, or base, for the sculpture and installing the work upon its completion. The estimated cost to the City is not more than \$6,000.

Alternatives:

Mayor and City Council may choose not to accept the sculpture as recommended.

Review:

Karina Reyna, Assistant City Clerk
Raquel Gonzalez, City Clerk
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 8/30/2022
Approved - 8/30/2022
Approved - 8/31/2022
Approved - 8/31/2022
Final Approval - 9/1/2022

Attachments:

1. Resolution Accepting Solstice

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GIFT OF SCULPTURE FROM THE CORNERSTONE DONORS, AUTHORIZING PAYMENT FOR COSTS ASSOCIATED WITH INSTALLATION, AND AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL ACTION REQUIRED TO EFFECTUATE THE ACCEPTANCE OF SAID GIFT

WHEREAS, Mayor and Council for the City of Sandy Springs (“City”) approved nine (9) sculptures for its Arts in the Open 2022 temporary sculpture exhibit (“Exhibit”) at City Springs, including a sculpture created by David Landis of a gigantic hydrangea blossom floret fabricated in 2016 of monumental stainless steel titled “Solstice”; and

WHEREAS, Solstice was a favorite of the exhibit; however, the City was unable to purchase Solstice largely due to cost; and

WHEREAS, a private group of thirty-three (33) individual donors (“Cornerstone Donors”) desire to fund the acquisition of Solstice as a gift to the City to be placed at a prominent location at City Springs; and

WHEREAS, Solstice is a commemorative gift of the Cornerstone Donors to recognize the many years of service and contribution to the community by the Sandy Springs Society; and

WHEREAS, the artist values the sculpture at \$43,000; and

WHEREAS, the only cost to the City in connection with the acquisition of Solstice is for the creation of a base and installation of the sculpture estimated to be not more than \$6000; and

WHEREAS, Mayor and City Council have determined that Solstice will be an elegant and durable addition to the City’s public sculpture portfolio and therefore desire to accept this generous gift from the Cornerstone Donors and to approve the costs of installation;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Sandy Springs that:

1. The generous gift of Solstice to the City by Cornerstone Donors is hereby accepted, to be placed at a prominent location at City Springs; and
2. The City expresses its appreciation to Cornerstone Donors for its interest in the arts and art programs within the City; and
3. Funding and payment for the costs associated with installation of Solstice are hereby authorized; and
4. The City Manager is hereby authorized to take such actions as may be required, and to do all things necessary and proper, to effectuate the intent of this resolution.

RESOLVED, this the _____ day of September, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

City Clerk

(SEAL)