



SANDY SPRINGS

GEORGIA

CITY COUNCIL

Rusty Paul, Mayor

John Paulson – District 1

Melody Kelley – District 2

Melissa Mular – District 3

Jody Reichel – District 4

Tibby DeJulio – District 5

Andy Bauman – District 6

Tuesday, March 7, 2023

Regular Meeting

6:00 PM

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.portal.civicclerk.com YouTube Live: www.youtube.com/@CityOfSandySprings
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. **2023-066** Meeting Minutes
February 21, 2023 City Council Work Session
February 21, 2023 City Council Meeting
- B. **2023-067** Request for Mayor and City Council Consideration to Accept an Agreement to Donate Real Estate on Property Located at 14 Brandon Ridge Drive NW in Land Lot 126 of the 17th District, City of Sandy Springs (Tax ID# 17-0126-0004-014-0); TS-172 Brandon Mill Road Sidewalks – Lost Forest Drive to Brandon Ridge Project
(Presented by William H. Martin, Jr., AIA, Public Works Director)

VII. Presentations

VIII. Public Hearing

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

The City will make reasonable accommodations for those persons.
1 Galambos Way, Sandy Springs, Georgia 30328 • 770-730-5600 • SandySpringsGA.gov



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IX. New Business

- A. **2023-068** Request for Mayor and City Council Consideration to Approve an AT&T Commercial License Agreement for Structure Access for the Peachtree Dunwoody Road and Windsor Parkway Fiber Project (T0069) and to Authorize the City Manager to Execute the Agreement
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- B. **2023-069** Request for Mayor and City Council Consideration to Approve a Contract Award to Lowe Engineers for Design Services for the Peachtree Dunwoody and Lake Hearn Connectivity Improvements Project (T2208) and to Authorize the City Manager to Execute the Contract
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- C. **2023-070** Request for Mayor and City Council Consideration to Approve Lighting Services Agreement for Georgia Power Company to Install Pedestrian Scale Lighting for Project TS192, Mt. Vernon Highway Corridor Multiuse Path Project
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- D. **2023-071** Request for Mayor and City Council Consideration to Approve Final Design for Construction of the Veterans Park Project; to Approve a Guaranteed Maximum Price of up to \$5,739,764.00; and to Authorize the City Manager to Execute an Amendment to the Contract by Change Order
(Presented by Dave Wells, Director of Facilities/Capital Construction and Building Operations)
- E. **2023-072** Request for Mayor and City Council Consideration to Approve the Fiscal Year 2023 Nonprofit Arts and Recreation Grant Awards
(Presented by Michael Perry, Director of Recreation and Parks)

X. Reports

- A. **2023-073** Mayor and Council Report
- B. **2023-074** Staff Reports

XI. Executive Session - Real Estate & Litigation

XII. Adjournment

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The City will make reasonable accommodations for those persons.
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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr., AIA, Public Works Director
DATE: February 21, 2023 Submission for the March 7, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Accept an Agreement to Donate Real Estate on Property Located at 14 Brandon Ridge Drive NW in Land Lot 126 of the 17th District, City of Sandy Springs (Tax ID# 17-0126-0004-014-0); TS-172 Brandon Mill Road Sidewalks – Lost Forest Drive to Brandon Ridge Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Donate Real Estate on that tract of land lying and located in Land Lot 126 of the 17th District, Fulton County, Georgia. The property is owned by Alona M. Shupe and Alexander Shupe and is located at 14 Brandon Ridge Drive NW in Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of a 156.70 square feet of temporary construction easement on the subject property is necessary in order to construct the TS-172 Brandon Mill Road Sidewalks Project – Lost Forest Drive to Brandon Ridge Drive.

Discussion:

The Property Owner agreed to donate the required temporary construction easement in exchange for a Cost to Cure payment in the amount of \$187.50 to be used to help restore the easement area once the project is complete.

Financial Impact:

The amount of \$187.50 is to be paid to the property owners once this Agreement is accepted and approved. Sufficient funding exists within the TS-172 Project Budget.

Alternatives:

The acquisition reflects the minimum amount of right-of-way required in order to deliver the desired project.

Review:

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

Created/Initiated - 2/23/2023
Approved - 2/23/2023
Approved - 2/24/2023
Approved - 2/24/2023

Eden Freeman, City Manager

Final Approval - 3/3/2023

Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement
4. Resolution Agreement to Donate RE.14 Brandon Ridge Dr. Shupe



0 0 0 0 mi

Date: 2/7/2023
Map Size: 8.5x11 (LETTER)



14 Brandon Ridge Dr

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



FULTON COUNTY
GEORGIA



0 0 0 0 mi

Date: 2/7/2023
Map Size: 8.5x11 (LETTER)



14 Brandon Ridge Dr

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AGREEMENT TO DONATE REAL ESTATE

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs an option to acquire Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 126 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibits "A" and "B", attached hereto and made a part hereof by reference.

With the donation of Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights in exchange for a Cost to Cure Payment of **\$187.50** for improvements being acquired/impacted, the Undersigned agrees to execute and deliver to the City of Sandy Springs, Fee Simple Right of Way and/or Permanent Drainage Easement and/or Temporary Construction Easement rights on the lands owned by the undersigned as reflected on the attached Exhibits "A" and "B".

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

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

000.00 sf	Fee Simple Right of Way
000.00 sf	Permanent Drainage Easement
156.70 sf	Temporary Construction Easement
000.00 sf	Temporary Driveway Easement

- 3) All Temporary Easements granted herein shall commence upon the City's use of the Easement Area for construction of the project. All Temporary Easements shall terminate after two years from the commencement of the City's use of the Easement Area for construction of the project, or upon the completion and final acceptance of the Project by the City, whichever date shall first occur.
- 4) This Agreement shall not be binding until accepted and approved by the City Council of Sandy Springs, Georgia.
- 5) 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 28 day of SEPTEMBER, 2022.

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

Orlinda J. Shirley
Witness

Holly Jo Schmidt
Notary Public

Holly Jo Schmidt
NOTARY PUBLIC

Fulton County, GEORGIA

Commission Expires 02/09/2026
(NOTARY SEAL)

Alex Shupe Alex Shupe (L.S.)
Name:

Alex Shupe (L.S.)
Name:

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EXHIBIT "B"

1/18/2022
P:\1812-25-006-49

1812-25-006-49
SHEET

P.L. No.
1812

TESMT - PARCEL 1 REQ'D TEMP. EASMT. EASEMENT FOR THE CONSTRUCTION OF SLOPES

DE201

PNT	OFFSET/	STATION/	ALIGNMENT
DE/10302	25.05 R	1+48.00	Brandon Mill Road
10034	25.41 R	1+54.71	Brandon Mill Road
DE/10300	30.00 R	2+40.00	Brandon Mill Road
DE/10348	30.00 R	2+41.00	Brandon Mill Road
DE/10305	35.60 R	1+90.00	Brandon Mill Road
DE/10304	54.93 R	1+42.00	Brandon Mill Road
DE/10302	41.00 R	1+40.00	Brandon Mill Road
DE/10302	20.00 R	1+48.00	Brandon Mill Road
REQ'D EASMT AREA = 0.025 AC			

DMSMT - PARCEL 1 REQ'D DRWG. EASMT. EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS

DE301

PNT	OFFSET/	STATION/	ALIGNMENT
DE/10300	25.41 R	2+40.00	Brandon Mill Road
10035	25.93 R	2+84.36	Brandon Mill Road
10036	24.89 R	3+43.93	Brandon Mill Road
DE/10307	41.00 R	3+29.19	Brandon Mill Road
DE/10500	39.00 R	3+20.00	Brandon Mill Road
DE/10501	39.00 R	2+55.00	Brandon Mill Road
DE/10301	32.00 R	2+40.00	Brandon Mill Road
DE/10300	25.41 R	2+40.00	Brandon Mill Road

DRAINAGE ESMT - PARCEL 1 REQ'D DRWG. EASMT. EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE

DE223

PNT	OFFSET/	STATION/	ALIGNMENT
10033	24.86 R	1+37.24	Brandon Mill Road
DE/10302	40.00 R	1+48.00	Brandon Mill Road
DE/10303	45.95 R	1+48.00	Brandon Mill Road
DE/10312	41.79 R	1+48.00	Brandon Mill Road
10033	24.86 R	1+37.24	Brandon Mill Road
REQ'D EASMT AREA = 0.003 AC			

DMSMT - PARCEL 3 REQ'D DRWG. EASMT. EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS

DE302

PNT	OFFSET/	STATION/	ALIGNMENT
DE/10310	24.84 R	6+60.00	Brandon Mill Road
ARC LENGTH = 45.42			
CHORD BEAR = N 40.41° 57.2' E			
LNTH CHORD = 45.42			
DEGREE = 33.21			
DE/10314	40.00 R	7+05.90	Brandon Mill Road
DE/10502	55.00 R	7+00.00	Brandon Mill Road
DE/10311	33.00 R	6+60.00	Brandon Mill Road
DE/10310	24.84 R	6+60.00	Brandon Mill Road

TESMT - PARCEL 2 REQ'D TEMP. EASMT. EASEMENT FOR THE CONSTRUCTION OF SLOPES

DE202

PNT	OFFSET/	STATION/	ALIGNMENT
10036	24.89 R	3+43.93	Brandon Mill Road
DE/10359	36.00 R	3+53.22	Brandon Mill Road
DE/10307	41.00 R	3+29.19	Brandon Mill Road
10036	24.89 R	3+43.93	Brandon Mill Road
REQ'D EASMT AREA = 0.004 AC			

DMSMT - PARCEL 3 REQ'D DRWG. EASMT. EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS

DE203

PNT	OFFSET/	STATION/	ALIGNMENT
10036	24.89 R	3+43.93	Brandon Mill Road
DE/10359	36.00 R	3+53.22	Brandon Mill Road
DE/10307	41.00 R	3+29.19	Brandon Mill Road
10036	24.89 R	3+43.93	Brandon Mill Road
REQ'D EASMT AREA = 0.015 AC			

TESMT - PARCEL 3 REQ'D TEMP. EASMT. EASEMENT FOR THE CONSTRUCTION OF SLOPES

DE204

PNT	OFFSET/	STATION/	ALIGNMENT
10039	24.78 R	7+05.89	Brandon Mill Road
DE/10315	25.14 R	7+57.00	Brandon Mill Road
DE/10363	30.00 R	7+05.89	Brandon Mill Road
10039	24.78 R	7+05.89	Brandon Mill Road
REQ'D EASMT AREA = 0.006 AC			

DMSMT - PARCEL 7 REQ'D DRWG. EASMT. EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS

DE306

PNT	OFFSET/	STATION/	ALIGNMENT
DE/10512	28.46 R	8+70.00	Brandon Mill Road
ARC LENGTH = 39.72			
CHORD BEAR = N 29.41° 16.8' E			
LNTH CHORD = 39.72			
DEGREE = 55.00			
DE/10513	60.00 R	9+07.92	Brandon Mill Road
DE/10514	60.00 R	9+09.86	Brandon Mill Road
DE/10515	33.00 R	8+70.00	Brandon Mill Road
DE/10512	28.46 R	8+70.00	Brandon Mill Road

DMSMT - PARCEL 5 REQ'D DRWG. EASMT. EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS

DE304

PNT	OFFSET/	STATION/	ALIGNMENT
DE/10315	25.14 R	7+57.00	Brandon Mill Road
10040	25.58 R	7+5.48	Brandon Mill Road
ARC LENGTH = 49.14			
CHORD BEAR = N 39.03° 36.6' E			
LNTH CHORD = 49.13			
RADIUS = 57.50			
DEGREE = 9.57° 52.1'			
DE/10041	27.22 R	8+22.56	Brandon Mill Road
DE/10317	33.00 R	8+22.11	Brandon Mill Road
DE/10507	41.00 R	8+00.00	Brandon Mill Road

DMSMT - PARCEL 8 REQ'D DRWG. EASMT. EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS

DE307

PNT	OFFSET/	STATION/	ALIGNMENT
DE/10516	20.83 L	9+10.00	Brandon Mill Road
DE/10517	28.00 L	9+10.00	Brandon Mill Road
DE/10518	60.00 L	9+20.00	Brandon Mill Road
ARC LENGTH = 17.83			
CHORD BEAR = N 24.51° 19.1' E			
LNTH CHORD = 17.83			
RADIUS = 550.00			
DEGREE = 10.25° 02.7'			
DE/10519	60.00 L	9+39.77	Brandon Mill Road
DE/10520	60.00 L	9+50.00	Brandon Mill Road
DE/10521	28.00 L	9+63.51	Brandon Mill Road
10087	20.59 L	9+62.50	Brandon Mill Road
10086	20.49 L	9+48.02	Brandon Mill Road
ARC LENGTH = 37.01			
CHORD BEAR = S 25.32° 43.8' W			
LNTH CHORD = 37.00			
RADIUS = 325.00			
DEGREE = 10.34° 48.5'			
DE/10516	20.83 L	9+10.00	Brandon Mill Road

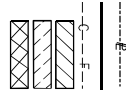
DMSMT - PARCEL 9 REQ'D DRWG. EASMT. EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS

DE308

PNT	OFFSET/	STATION/	ALIGNMENT
DE/10044	29.36 R	9+70.00	Brandon Mill Road
DE/10523	55.01 R	10+05.60	Brandon Mill Road
DE/10524	55.01 R	9+85.00	Brandon Mill Road
DE/10525	33.00 R	9+70.00	Brandon Mill Road
DE/10522	29.36 R	9+70.00	Brandon Mill Road

EXHIBIT "A"

PROPERTY AND EXISTING ROW LINE
CONSTRUCTED ROW LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF DRIVEWAYS



BEGIN LIMIT OF ACCESS..... B14
END LIMIT OF ACCESS..... B14
LIMIT OF ACCESS..... B14
REQ'D R/W & LIMIT OF ACCESS

DATE
04/22/22

REVISIONS
REMOVED TABLES FOR PARCELS 4 & 6

DATE
04/22/22

REVISIONS

CITY OF SANDY SPRINGS
PUBLIC WORKS
RIGHT OF WAY MAP
PROJECT NO. 75 172
COUNTY FLORIDA
LAND LOT NO. 126 & 87
LAND DISTRICT: 17
DATE: 07/02/21 SH7 07-10

60-0006

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO DONATE REAL ESTATE ON THAT
CERTAIN TRACT OF LAND LOCATED AT 14 BRANDON RIDGE DRIVE NW
(TAX ID# 17-0126-0004-014-0), LOT 126 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-172 Brandon Mill Road Sidewalks – Lost Forest Drive to Brandon Ridge Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 156.70 square feet of Temporary Construction Easement (“Property”), located at 14 Brandon Ridge Drive NW (Tax Id# 17-0126-0004-014-0), in Land Lot 126 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Alona M. Shupe and Alexander Shupe (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner whereas the Owner has agreed to donate the Property in exchange for a cost-to-cure mitigation payment in the amount of \$187.50; 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 Donate Real Estate (“Agreement”) for a cost-to-cure payment in the amount of \$187.50 in exchange of a donation of a the Property; and

WHEREAS, the City desires to agree to the donation of 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 cost-to-cure payment in exchange for the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$187.50;
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 7th day of March, 2023.

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: January 27, 2023 Submission for the March 7, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve an AT&T Commercial License Agreement for Structure Access for the Peachtree Dunwoody Road and Windsor Parkway Fiber Project (T0069) and to Authorize the City Manager to Execute the Agreement

Recommendation:

Staff recommends that Council adopt the attached resolution approving the Commercial License Agreement for Structure Access ("Agreement") with AT&T in the amount of \$2,000 for the T0069 Peachtree Dunwoody Road and Windsor Parkway Fiber Project ("Project") and authorizing the City Manager to execute the Agreement.

Background:

The City identified the need to expand the traffic fiber network along Windsor Parkway between Roswell Road and Peachtree Dunwoody Road as well as along Peachtree Dunwoody Road between Windsor Parkway and Glenridge Drive to create a complete system with redundancy. This area of the City was lacking any traffic fiber or communications capabilities. The redundancy will also allow uninterrupted communications when other fiber paths are down. Wilburn Engineering provided the City with plans to construct the fiber network and identified AT&T infrastructure (conduits and utility poles) that the City would need to utilize to install the fiber line.

Discussion:

The City started the joint-use/make-ready process with AT&T for structure access in January 2022. The City identified two (2) poles and eight hundred (800) linear feet of AT&T conduit along Windsor Parkway that the City would need to use to successfully install the fiber system. These structures are located on and around the Windsor Parkway bridge that crosses State Route 400. The make-ready work will be performed by AT&T to prepare for the City to attach its fiber line to the poles and inside the conduit crossing the bridge. Once AT&T receives the signed commercial license agreement and payment, they will begin the work needed to make-ready the utility poles and conduit. The City will then attach to the infrastructure and will have joint-use rights.

Financial Impact:

The cost for AT&T to execute the Agreement and perform the work needed is \$2,000.00. There are sufficient funds in the T0069 budget to cover the cost of this Agreement.

Alternatives:

The City could redesign and install City-owned utility poles and conduits, adding time and cost to the Project.

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 - 2/23/2023
Approved - 2/23/2023
Approved - 2/24/2023
Approved - 2/24/2023
Final Approval - 3/3/2023

Attachments:

1. Commercial License Agreement for Structure Access
2. Vicinity Map
3. Resolution

COMMERCIAL LICENSE AGREEMENT FOR STRUCTURE ACCESS

This Agreement, effective on the last date signed by a party (the Effective Date), is between BellSouth Telecommunications, LLC (**AT&T**) and City of Sandy Spring, Georgia (**Licensee**), an entity not expressly entitled, under federal or state law, to access poles, ducts, or conduit owned by AT&T. Each party may be individually referred to as Party and collectively as Parties.

1.0 INTRODUCTION AND SCOPE OF AGREEMENT

- 1.1 This Agreement sets forth the basic rates, terms, conditions, and procedures under which Licensee will have access to AT&T's Structure, as defined in Section 2.14, to place, maintain, and remove Licensee facilities, as long as such Structure is owned or controlled solely by AT&T, or in part by AT&T, and only the particular Structure. Specifically, Licensee will have access to 2 AT&T poles and approximately 820 feet of conduit, to place a 24-fiber cable (for the aerial attachment, the 24 fiber cable will be supported by a 1/4" steel strand cable) along Windsor Parkway, including the bridge across SR400, in Sandy Springs, Georgia, in order to provide system redundancy and expansion for Licensee's traffic communications network. These facilities are identified on Attachment 1 (attachments or facilities). Licensee agrees that it will not place any facilities in or on AT&T's Structure for the purpose of providing any wholesale or retail communications offering.
- 1.2 No Transfer of Property Rights to Licensee. Nothing contained in this Agreement, or any License subject to this Agreement, creates or vests (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property the other owns.
- 1.3 No Effect on AT&T's Right to Abandon, Convey, or Transfer Structure and/or Enter into Other Agreements. Nothing contained in this Agreement, or any License subject to this Agreement, in any way affects AT&T's right to abandon, convey, or transfer to any other person or entity AT&T's interest in any of AT&T's Structure. AT&T will give Licensee at least 60 days' written notice prior to abandoning, conveying, or transferring the Structure to which Licensee has already attached its facilities. The notice will identify the transferee, if any, to whom AT&T is conveying or transferring such. If AT&T elects to abandon the Structure and no occupant elects to maintain the Structure, Licensee will remove its existing facilities within 60 calendar days of written notice from AT&T.
 - 1.3.1 Nothing herein contained will be construed as a grant of any exclusive authorization, right, or privilege to Licensee. AT&T has the right to grant, renew, and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Structure covered by this Agreement and Licensee's rights hereunder.
- 1.4 Term. Unless sooner terminated as provided herein, the initial term of this Agreement is 10 years from the Effective Date. Licensee must remove its facilities within 60 days after termination of the License.

2.0 DEFINITIONS

- 2.1. Definitions in General. As used in this Agreement, the terms set forth in Sections 2.2 to 2.14 have the following meanings.
- 2.2. **Conduit** means tubes or structures, usually underground or on bridges, containing one or more Ducts used to enclose cables, wires, and associated transmission equipment, and only to those structures, including Ducts and space within those structures. Conduit, with respect to this Agreement, refers to the Conduit located on Attachment 1, if any, that AT&T owns or controls.
- 2.3. **Conduit System** means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole.
- 2.4. **Duct** means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment, including innerducts created by subdividing a Duct into smaller channels.

- 2.5. **Handhole** means a structure similar in function to a Manhole, but which is too small for personnel to enter, and only to such structures which are part of AT&T's Conduit System; it does not refer to handholes which provide access to buried cables not housed within AT&T Ducts or Conduits.
- 2.6. **License** means a written instrument granting Licensee permission to install its facilities, in accordance with the AT&T-approved design, in or on the AT&T Structure identified on Attachment 1 and pursuant to the terms and conditions set forth herein.
- 2.7. **Maintenance Duct** means a full-sized Duct (typically 3 inches in diameter or larger), and may include an innerduct, for use on a short-term basis, for maintenance, repair, or emergency restoration activities. When only one usable full-sized Duct remains in a Conduit section, that Duct is the Maintenance Duct. AT&T may elect to reserve an innerduct, in addition to the full-sized Duct, for restoration purposes, dependent on the specific circumstances in a Conduit run.
- 2.8. **Make-Ready Survey** means AT&T's, or an AT&T authorized contractor's, engineering review of the Application Licensee submits to AT&T to identify any work necessary to make AT&T's Structure on Attachment 1 ready for Licensee's facilities. The review includes, but is not limited to, field review, records review, and validation against the standards referenced in Section 5.
- 2.9. **Make-Ready Work** means all work performed, or to be performed, to prepare AT&T's Structure, and any existing related facilities, for the requested occupancy of Licensee's facilities.
- 2.10. **Manhole** means an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in Structure which is part of AT&T's Conduit System.
- 2.11. **Other User** means an entity, other than Licensee, with facilities in or on AT&T's Structure to which Licensee has or will obtain access. Other Users may include, but are not limited to, other licensees, municipalities, governmental entities, and electric utilities.
- 2.12. **Poles** means the Poles located on Attachment 1, if any, that AT&T owns or controls.
- 2.13. **Right(s)-of-Way** means a party's legal rights to pass over or through property another party owns.
- 2.14. **Structure** means Poles, Ducts, and Conduits.

3.0 GENERAL PROVISIONS

- 3.1. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties with respect to Licensee's access to the Structure described on Attachment 1.
- 3.2. Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Licensee and AT&T relating to the placement and maintenance of Licensee's facilities in or on AT&T's Structure.
- 3.3. Effect on Licenses Issued Under Prior Agreements. All currently effective Structure Licenses AT&T granted to Licensee will, on the Effective Date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.
- 3.4. Licensee's Responsibilities. Licensee is responsible for the contractor(s) it selects to install and maintain its facilities.
- 3.5. No Waiver. Either Party's failure to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any License subject to this Agreement, does not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.
- 3.6. Billing. Unless otherwise provided elsewhere in this Agreement, Licensee must pay all rates and charges, as specified in this Agreement, within 30 days from the invoice date.

- 3.7. Amendments Must Be in Writing. The terms and conditions of this Agreement will not be amended, changed, or altered except in writing and with approval by authorized representatives of both Parties.
- 3.8. Survival of Obligations. Any liabilities or obligations of either Party for acts or omissions prior to the termination of this Agreement, any obligations of either Party under provisions of this Agreement relating to indemnification, limitations of liability, and any other provisions of this Agreement, which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement through any applicable statute of limitations period.
- 3.9. Force Majeure. Except as otherwise specifically provided for in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of nature or a public enemy, fires, floods, disputes, labor disruptions, freight embargoes, earthquakes, volcanic actions, abnormal weather conditions and preparations therefor, wars, civil disturbances, cable cuts, pandemics, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform, including any ability to obtain necessary Structure as the result of a Force Majeure condition. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other Party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.
- 3.10. Severability. If any Article, Section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either Party, the invalidity of such provision will not render this entire Agreement unenforceable, and this Agreement will be administered as if it did not contain the invalid provision.
- 3.11. Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of Georgia, applied without regard to the provisions of Georgia's laws relating to conflicts-of-laws.
- 3.12. Applicable Laws. The Parties must at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties, including but not limited to any safety requirements required by Occupational Safety and Health Administration, traffic controls, warning devices, and Manhole purging and venting (Applicable Laws). Licensee must establish appropriate procedures and controls to ensure that all persons acting on Licensee's behalf comply with this Agreement.
- 3.12.1. AT&T makes no representations to Licensee, or personnel performing work on Licensee's behalf, that AT&T's Structure, or any specific portions thereof, will be free from environmental contaminants at any particular time. Licensee agrees to establish appropriate procedures and controls to ensure compliance with all applicable environmental laws and regulations including, but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq*), the Toxic Substance Control Act (15 U.S.C. §§ 2601 *et seq*), the Clean Water Act (33 U.S.C. §§ 1251 *et seq*), and the Safe Drinking Water Act (42 U.S.C. §§ 300f- 300j). Neither Licensee nor personnel working on Licensee's behalf may discharge water or any other substance from any AT&T Manhole or other part of the Condit System onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with industry standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material may be deposited on AT&T premises for storage or disposal.
- 3.13. No Third-Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied creates or will be construed to create any third-party beneficiary rights hereunder. This Agreement does not provide any person, not a Party hereto, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

- 3.14. Subcontracting. If either Party retains or engages any contractor or subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through contractors or subcontractors. Each Party is solely responsible for payments due that Party's contractors or subcontractors. No contractor or subcontractor will be deemed a third-party beneficiary for any purposes under this Agreement. No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the provision of services hereunder will provide for any indemnity, guarantee, or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. Licensee will not permit any lien to be filed against AT&T's Structure for any labor or materials in connection with work of any character performed or claimed to have been performed in AT&T's Structure at Licensee's direction.
- 3.15. Authority. Each person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 3.16. Counterparts. This Agreement may be executed in counterparts. Each counterpart is considered an original and such counterparts together constitute one and the same instrument.

4.0 RIGHTS OF WAY/QUIET ENJOYMENT

- 4.1. Licensee is solely responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, ROW, license, permit, permission, certification, or franchise to construct, operate, and/or maintain its facilities on private and public property at the location of the AT&T Structure in and on which Licensee seeks to place and attach its facilities and bears all expenses, including legal expenses, involved in making such determinations. The License granted under this Agreement authorizes Licensee to place facilities in or on AT&T's Structure identified on Attachment 1 but does not affect the rights of landowners to control the terms and conditions of access to their property. Licensee agrees that neither it nor any person or entity acting on its behalf will engage in any conduct which damages property in the vicinity of AT&T's Structure, interferes in any way with the use or enjoyment of property, or creates a hazard or nuisance on such property.
- 4.2. Private Rights-of-Way Not Owned or Controlled by Either Party. Neither Party will restrict or interfere with the other Party's access to or right to occupy property owned by third parties.

5.0 SPECIFICATIONS

- 5.1. Compliance with Requirements, Specifications, and Standards. Licensee's facilities placed in or on AT&T's Structure must be placed, constructed, maintained, repaired, and removed in full compliance with the current (as of the date when such work is performed) editions of the following publications:
- 5.3.1. the Blue Book Manual of Construction Procedures, Special Report SR-1421, published by Bell Communications Research, Inc. (Bellcore) or its successors, and sometimes referred to as the Blue Book;
 - 5.3.2. the National Electrical Safety Code (NESC), published by the Institute of Electrical and Electronic Engineers, Inc. (IEEE);
 - 5.3.3. the National Electrical Code (NEC), published by the National Fire Protection Association (NFPA); and
 - 5.3.4. the AT&T Structure Access Guidelines located at:
<https://clec.att.com/clec/hb/shell.cfm?section=2900&hb=185>.
- 5.2. Authorized Contractor. Licensee must use a contractor on AT&T's list of contractors (Authorized Contractor) to perform any Make-Ready Survey and Make-Ready Work or install, maintain, and/or remove its facilities in or on AT&T's Structure. Designation of an Authorized Contractor for a specific category of tasks will not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor

will identification of an Authorized Contractor within a single state constitute authorization of such Authorized Contractor for any other state. Licensee is solely responsible for paying for, and for directing, the activities of all persons, including Authorized Contractors, acting on Licensee's behalf while they are physically present in, on, or near AT&T's Structure.

- 5.3. Licensee will notify AT&T not less than 5 business days in advance before entering AT&T's Manhole(s) to perform non-emergency work operations. Such operations must be conducted during normal business hours except as the Parties otherwise agree in writing. The notice must state the general nature of the work to be performed.
 - 5.3.1. An authorized employee or representative of AT&T may be present at any time when Licensee, or its Authorized Contractor, performs work in AT&T's Conduit System. If AT&T is not available when Licensee notifies AT&T of its intent to perform work in AT&T's Conduit System, then AT&T may perform a post-construction inspection. Licensee must reimburse AT&T for actual and customary costs associated with the presence of AT&T's authorized employee or representative.
- 5.4. Licensee must obtain the necessary authorization from AT&T and the appropriate authorities prior to opening any Manhole.
- 5.5. Licensee is responsible for ensuring that its Authorized Contractor has received the training necessary to safely perform any assigned work in, on, or near AT&T's Structure. Licensee agrees that its facilities placed in or on AT&T's Structure will be constructed, placed, maintained, and removed in accordance with Applicable Laws.
- 5.6. AT&T may perform Duct clearing, rodding, or modifications required to grant Licensee access to AT&T's Conduit System at Licensee's expense at charges which represent AT&T's actual costs.
- 5.8. Personnel performing work on AT&T's or Licensee's behalf in AT&T's Conduit System will not climb on, step on, or otherwise disturb the other Party's or any Other User's cables, air pipes, equipment, or other facilities located in any Manhole or other part of AT&T's Conduit System.
- 5.9. Replacement of Facilities/Routine Maintenance. Licensee may replace existing facilities in or on AT&T Structure with new facilities with notice to, and approval from, AT&T. Routine maintenance does not require such notice nor does it include the replacement or modification of Licensee's facilities in any manner.
- 5.10. Required Rearrangement/Transfer of Licensee's Facilities. Licensee must cooperate with AT&T and Other Users in making rearrangements/transfers of Licensee's facilities in or on AT&T's Structure as may be necessary, and the costs incurred by Licensee in making such rearrangements/transfers will be borne by the party requiring such rearrangements, in accordance with then Applicable Law, or Licensee in the case of maintenance of the associated Structure.
- 5.11. AT&T will give Licensee written notice of the need to rearrange/transfer its facilities pursuant to Section 5.10. The notice will state the date by which Licensee must complete such rearrangements/transfers. If Licensee does not complete the rearrangements/transfers by the prescribed time, AT&T may rearrange/transfer Licensee's facilities at Licensee's expense, and such costs will be assigned in accordance with Section 5.10. In no event will AT&T be liable to Licensee or Other User for damages or other harm caused by, or in connection with, any such AT&T rearrangement/transfer, except to the extent caused by AT&T's gross negligence.
- 5.12. Responsibility for Emergency Repairs. In general, each Party is responsible for making and paying for emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such Party to make such repairs. The Parties will work cooperatively to ensure that an emergency repair is completed as soon as practical. AT&T has sole discretion regarding the order of precedence of work operations, the allowance of access to its Maintenance Ducts and/or Manholes, as well as the establishment of timeframes associated with the use of the Maintenance Ducts and/or Manholes. If Licensee fails to vacate the Maintenance Duct in the time prescribed by AT&T, AT&T may install a maintenance Conduit at Licensee's expense. Licensee must provide AT&T with the emergency contact number of Licensee's designated point

of contact for coordinating the handling of emergency repairs of Licensee's facilities and will thereafter notify AT&T of any changes to such information.

- 5.13. Emergency Pole Replacement. When an emergency Pole replacement is required, AT&T will promptly make a good faith effort to contact Licensee regarding the emergency and determine whether Licensee will respond to the emergency in a timely manner. AT&T and Licensee will work cooperatively to determine whether Licensee's Authorized Contractor will transfer Licensee's facilities. If Licensee's Authorized Contractor is unable to do so immediately, Licensee must so advise AT&T and thereby authorize AT&T or AT&T's contractor (or any Other User sharing the Pole with AT&T) to perform such emergency-necessitated transfers (and associated attachment rearrangements) on Licensee's behalf and at Licensee's expense.
- 5.14. Unserviceable Pole Replacements. AT&T will give Licensee written notice of the need for Licensee to transfer its Attachments as the result of a Pole replacement. The notice will state the date by which said transfer is to be completed. If Licensee does not complete such transfer within the time prescribed in the notice, AT&T or its contractor may complete those transfers at Licensee's expense. In no event will AT&T be liable to Licensee for damages or other harm caused by or in connection with any such transfers completed by AT&T and/or its contractor, except to the extent caused by AT&T's gross negligence.
- 5.15. When Licensee no longer intends to occupy space in or on AT&T's Structure, Licensee must provide written notice to AT&T that it wishes to terminate the License with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Licensee's facilities, the License will terminate, Licensee must remove its facilities within 60 days, and the space will be available for reassignment. Licensee must not abandon any of its facilities by leaving such facilities in or on AT&T's Structure. AT&T reserves the right to remove Licensee's facilities, at Licensee's expense, if Licensee's facilities are no longer in active use.
- 5.16. Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities must, while working in, on, or near AT&T's Structure, carry with them suitable identification and produce such identification upon the request of any AT&T employee or person acting on AT&T's behalf.

6.0 APPLICATIONS, SURVEYS, ESTIMATES, AND MAKE-READY WORK

- 6.1. Licenses Required. Prior to placing the initial facilities in or on the Structure covered by this Agreement, Licensee must apply in writing for, and receive, a License through the Application process as set forth on CLEC Online: <https://clec.att.com/clec/hb/shell.cfm?section=2900&hb=185>.
- 6.2. Structure Access Request Form (Application). Licensee must submit to AT&T the appropriate AT&T Application, including all information requested thereon, to place facilities in or on AT&T's Structure with prepayment of any estimated expenses, as identified on the Application. If an Application is withdrawn, Licensee is responsible for all expenses AT&T incurred, relative to that Application, prior to the withdrawal.
- 6.3. Make-Ready Survey (Survey). Upon receipt of the complete Application, AT&T will schedule the Survey to:
 - 6.3.1. determine whether and where attachment is feasible based on capacity, safety, reliability, and generally applicable engineering purposes;
 - 6.3.2. confirm or determine the Make-Ready Work, if any, necessary to accommodate Licensee's placement of facilities in or on AT&T Structure; and
 - 6.3.3. plan and engineer the Make-Ready Work, if any, required to prepare AT&T's Structure, and associated facilities for Licensee's proposed occupancy.
- 6.4. Selection of Space. AT&T will select the space Licensee will occupy in or on AT&T's structure. Licensee's obligation to pay attachment fees commences on the date AT&T assigns the space to Licensee.
- 6.5. Estimate and Acceptance of Estimate. AT&T will present to Licensee an estimate of charges directly associated with performing all necessary Make-Ready Work identified during the Survey and involving AT&T-owned facilities. In addition, AT&T will provide a description of Make-Ready Work required of Other Users to accommodate Licensee's proposed attachment(s).

- 6.6. Make-Ready Work. Upon receipt of payment(s) specified in Section 6.5, AT&T will notify immediately and in writing Licensee and all known Other Users that may be affected by the Make-Ready Work required for Licensee's attachment(s).
- 6.6.1. The notice will specify the location and type of Make-Ready Work to be performed and state the name, telephone number, and e-mail address of a person to contact for more information about the Make-Ready Work procedure.
- 6.6.2. AT&T must approve, and authorize in writing, prior to implementation, any deviation from the Make-Ready Work design AT&T provided to Licensee. Licensee will not conduct any work in a manner which degrades the integrity of AT&T's Structure or interferes with any existing use of AT&T's facilities or the facilities of any Other User.
- 6.6.3. Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. While AT&T is responsible for notifying Other Users pursuant to this Section, Licensee must arrange payment with Other Users regarding expenses Other Users incur to accommodate the placement of Licensee's facilities in or on AT&T's Structure.
- 6.7. License and Attachment. After all required Make-Ready Work is completed, AT&T will issue a License confirming that Licensee may place specified facilities in or on AT&T's Structure. In the absence of any Make-Ready Work requirements, AT&T will issue the License upon approval of the Application, which is coincident with completion of the Survey. Licensee is solely responsible for: (a) the actual placement of its facilities in or on AT&T's Structure; and (b) all costs and expenses incurred on its behalf in connection with such activities.
- 6.8. Each License issued pursuant to this Agreement incorporates all terms and conditions of this Agreement, whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.
- 6.9. Licensee must provide written notice to AT&T indicating the completion of construction of its facilities in accordance with the AT&T-approved Application within 20 calendar days of Licensee's construction completion date.

7.0 AT&T INSPECTION OF LICENSEE'S FACILITIES AND NOTICE OF NON-COMPLIANCE

- 7.1. Right to Make Inspections. AT&T has the discretionary right, but not the obligation, to make inspections, at Licensee's expense, of Licensee facilities placed in or on AT&T's Structure to help ensure compliance with the standards identified in Section 5.
- 7.2. Notice of Noncompliance/Bringing Facilities into Compliance. If, pursuant to an inspection, AT&T determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T may send notice to Licensee specifying the alleged noncompliance. Licensee will acknowledge receipt of the notice as soon as practicable and must bring its noncompliant facilities into compliance within such time as AT&T and Licensee mutually agree in writing. If the violation creates a hazardous condition, Licensee must bring its facilities into compliance upon notification. Licensee must notify AT&T when the facilities have been brought into compliance.
- 7.3. No Liability on AT&T. Neither AT&T's inspection of Licensee's facilities nor AT&T's failure to inspect such facilities will operate to impose any liability on AT&T of any kind whatsoever or to relieve Licensee of any responsibility, obligation, or liability under this Section or otherwise existing.
- 7.4. Failure to Bring Facilities into Compliance. If Licensee has not brought the facilities into compliance within the agreed upon timeframe, AT&T may, at its option and Licensee's expense, take such steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 7.5. Unauthorized Facilities. Attachment fees continue to accrue for the entire period any of Licensee's unauthorized facilities are attached to AT&T's Structure. In addition, Licensee must: (a) submit an Application in accordance with Section 6.2 and consequently rearrange or remove its unauthorized facilities at AT&T's request to comply with applicable placement standards; (b) remove its facilities from any space occupied by

or assigned to AT&T or Other User; and (c) pay AT&T for all costs AT&T incurred in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Licensee's unauthorized facilities. In addition to any other fees or payments required as the result of the requirements of this Section and any other term of this Agreement, Licensee must pay an unauthorized facility fee of \$500 for each unauthorized attachment to any single Pole or Conduit within a Manhole. If Licensee fails to remove its unauthorized facilities within time AT&T prescribes, AT&T may remove such facilities and store them at Licensee's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Licensee for any injury, loss, or damage resulting from such actions. Moreover, Licensee must reimburse AT&T for its costs in connection with such removal, storage, delivery, or other disposition of the removed facilities.

8.0 FEES

- 8.1. Notwithstanding any other fees due under the other terms of this Agreement, Licensee must pay AT&T a lump sum of \$2,000.00 (Agreement Term Fee), within 30 days of the Effective Date of this Agreement, for the License issued pursuant to this Agreement. If AT&T revokes this Agreement pursuant to Section 16.5, AT&T will reimburse Licensee the pro-rata portion of the Agreement Term Fee from the effective date of termination, as defined in Section 16.5, through the expiration date of this Agreement. If Licensee terminates this Agreement pursuant to Section 16.5 of this Agreement, Licensee forfeits its right to any portion of the Agreement Term Fee.
- 8.2. Late Fees. In the event Licensee fails to pay an amount due and payable within the period of time set forth for payment in this Agreement, interest accrues on the unpaid balance thereof at the rate of 1 ½% or the maximum interest rate permitted by law, whichever is the lesser amount per month, for each month from the expiration of such period until AT&T receives payment.
- 8.3. Billing Information. AT&T will bill Licensee at the following address and use the following information to contact Licensee regarding invoices:

NOTICE CONTACT	Licensee
ATTACHING PARTY	<u>The City of Sandy Springs, Georgia</u>
NAME/TITLE	<u>Greg Payne, Public Works Utility Manager</u>
STREET ADDRESS	<u>1 Galambos Way</u>
CITY, STATE, ZIP CODE	<u>Sandy Spring, Georgia 30328</u>
TELEPHONE NUMBER	<u>770.206.1546</u>
E-MAIL ADDRESS	<u>gpayne@sandyspringsga.gov</u>
FACSIMILE NUMBER	<u>N/A</u>

9.0 NOTICES

- 9.1. **AT&T:** Region/state-specific contact information is available in an online document found at the following URL: <https://clec.att.com/clec/hb/shell.cfm?section=2921>.

NOTICE CONTACT	Licensee
NAME/TITLE	<u>Greg Payne, Public Works Utility Manager</u>
STREET ADDRESS	<u>1 Galambos Way</u>
CITY, STATE, ZIP CODE	<u>Sandy Springs, Georgia 30328</u>
TELEPHONE NUMBER	<u>770.206.1546</u>
E-MAIL ADDRESS	<u>gpayne@sandyspringsga.gov</u>
FACSIMILE NUMBER	<u>N/A</u>

- 9.2. Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of notices by giving written notice to the other Party.
- 9.3. Notices under this Agreement must be in writing and be delivered by: (a) mail, return receipt requested; (b) overnight mail with tracking; (c) by electronic mail (email); or (d) by facsimile. Notice will be deemed given as of the earliest the date of delivery or, in the case of electronic mail or facsimile, the date sent.
- 9.4. **Force Majeure.** AT&T Force Majeure declarations can be found at the following URL: <https://clec.att.com/clec/shell.cfm?section=2535>.

10.0 DISCLAIMER OF WARRANTIES

AT&T MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T'S STRUCTURE IS SUITABLE FOR LICENSEE'S INTENDED USES OR IS FREE FROM DEFECTS. LICENSEE MUST, IN EVERY INSTANCE, DETERMINE THE ADEQUACY OF AT&T'S STRUCTURE FOR LICENSEE'S INTENDED USE.

11.0 NONPAYMENT

- 11.1. Failure to pay charges is grounds for removal of Licensee's Attachments from AT&T's Structure. AT&T's exercise of this option will not relieve Licensee's obligation to pay all charges on each and every invoice on or before the applicable due date.

12.0 INDEMNIFICATION

- 12.1. Definitions. The following terms have the described meanings when used in Section 12:
- 12.1.1. **AT&T** means AT&T, as defined in the opening paragraph immediately preceding Section 1, its parents, subsidiaries, affiliates, agents, directors, and employees.
- 12.1.2. **Claims** means any allegation, claim, demand, or lawsuit, of any kind and character, including but not limited to claims for property damage, personal injury, including sickness and disease, and/or death.
- 12.1.3. **Liability** means any and all loss, damage, liability, settlement amount, judgment, order, award, cost, fee, fine, penalty, or expense, of every kind and character, including but not limited to costs of defense and attorneys' fees.
- 12.2. Licensee's Indemnification Obligations to AT&T: To the extent permitted by law, Licensee will indemnify, hold harmless, and, on request, defend AT&T, at Licensee's sole expense, from any Claim or Liability, arising out of Licensee's work in, on, or in the vicinity of AT&T's Structure and/or Licensee's access to or use of AT&T's Structure, including any claims arising from AT&T's alleged negligence. Further, Licensee waives any claim of damage against AT&T which may arise for any damage caused to Licensee's facilities while affixed to AT&T's Structure, except to the extent caused by AT&T's willful or intentional misconduct, or gross negligence.
- 12.3. AT&T's Indemnification Obligations to Licensee: AT&T will indemnify, hold harmless, and, on request defend Licensee from any Claim or Liability, if such Claim and/or Liability arises out of AT&T's work in, on, or in the vicinity of AT&T's Structure and/or AT&T's access to or use of AT&T's Structure, except to the extent caused by Licensee's willful or intentional misconduct, or gross negligence.
- 12.4. The Indemnification Obligations Identified in Sections 12.2 and 12.3 include, but are not limited to the following types of Claims and/or Liabilities: (a) workplace Claims and/or Liabilities from employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Licensee's or AT&T's behalf; (b) Claims and/or Liabilities brought by Licensee's or AT&T's vendors, suppliers, and customers; (c) claims brought by third parties; (d) environmental Claims and/or Liabilities arising out of or in connection with: (i) an alleged violation or breach by Licensee or AT&T, their employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Licensee's or AT&T's behalf of any federal, state, or local environmental statute, rule, regulation, ordinance, or other law and/or any provision or requirement of this

Agreement dealing with hazardous substances or protection of the environment; (ii) the release or discharge, onto any public or private property of any hazardous substances, regardless of the source of such hazardous substances, by any of Licensee's or AT&T's employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Licensee's or AT&T's behalf; and/or (iii) the removal, disposal, storage, processing or other handling of any hazardous substances by any of Licensee's or AT&T's employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Licensee's or AT&T's behalf from the site of any AT&T Structure; (d) Claims and/or Liabilities for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T or Licensee due to the placement or presence of Licensee's or AT&T's facilities and/or attachments in or on AT&T's Structure; (e) Claims and/or Liabilities based on Licensee's or AT&T's, or any person or entity acting directly or indirectly on Licensee's or AT&T's behalf, alleged violation of any third-party's intellectual property rights, including but not limited to Claims and/or Liabilities for copyright infringement, patent infringement, unauthorized use or transmission of television or radio broadcast programs or other material, unauthorized use of any apparatus, appliances, equipment, or parts thereof furnished, installed, and/or utilized by Licensee or AT&T; (f) Claims and/or Liabilities based on Licensee's or AT&T's, and/or any person or entity acting directly or indirectly on Licensee's or AT&T's behalf, furnishing, performance, or use of any material supplied or any product Claims or Liabilities relating to any material supplied; (g) Claims or Liabilities based on Licensee's or AT&T's, or any person or entity acting directly or indirectly on Licensee's or AT&T's behalf, to comply with any term of this Agreement or any applicable local, state, or federal statute, rule, regulation, ordinance or other law, including but not limited to OSHA; and (h) any Claims and/or Liabilities for economic damages that may arise, including damages for delay or other related economic damages that Licensee or AT&T may suffer or allegedly suffer as a result of Licensee's or AT&T's performance or failure to perform work.

- 12.5. With respect to Licensee's obligation to procure insurance naming AT&T as an additional insured, as set forth in Section 14, it is Licensee's obligation to request and confirm issuance of a waiver of subrogation clause in favor of AT&T.

13.0 LIABILITIES AND LIMITATIONS OF LIABILITY

- 13.1. AT&T Not Liable to Licensee for Acts of Third Parties or Acts of Nature. By affording Licensee access to AT&T's Structure, AT&T does not warrant, guarantee, or ensure Licensee's uninterrupted use of such Structure. Except as specifically provided in Section 13.3 of this Agreement, Licensee assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Licensee's facilities placed in or on AT&T's Structure, and AT&T is not liable to Licensee for any damages to Licensee's facilities other than as provided in Section 13.3. In no event will AT&T be liable to Licensee under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of: (1) any Other User or any person acting on behalf of an Other User; (2) any governmental body or governmental employee; (3) any third-party property owner or persons acting on behalf of such property owner; or (4) any permittee, invitee, trespasser, or other person present at the site or in the vicinity of any AT&T Structure in any capacity other than as an AT&T employee or person acting on AT&T's behalf. In no event is AT&T liable to Licensee under this Agreement for injuries, losses, or damages resulting from acts of nature (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage, or other criminal acts, cable cuts by persons other than AT&T's employees or persons acting on AT&T's behalf, or other causes beyond AT&T's control which occur at sites subject to this Agreement.
- 13.2. Damage to Facilities. Each Party must exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the Party and persons acting on the Party's behalf. A Party must make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other Party, and/or Other Users for any property damage caused by the Party or persons acting on the Party's behalf.
- 13.3. No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this Section may be construed as exempting either Party from any liability, or limiting such Party's liability, in contravention of Applicable Law.

- 13.4. EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO NON-ECONOMIC LOSS, DAMAGES FOR INCREASED COST OF OPERATIONS, LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

14.0 INSURANCE

- 14.1. At all times in which Licensee has facilities in or on AT&T Structure, Licensee must keep and maintain in effect, at its own expense, the minimum insurance coverage and limits set forth below. Licensee must require that all contractors, subcontractors, and/or any other person acting on Licensee's behalf maintain coverage, requirements, and limits at least as broad as those listed below and, with respect to any maintained on a claims -made basis, for 2 years thereafter. Licensee must procure the required insurance from an insurance company eligible to do business in Georgia and having and maintaining a minimum rating of A-:VII from A.M. Best Key Rating Guide.
- 14.1.1. Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits, and \$1,000,000 for Bodily Injury by disease-each employee. In states where Workers' Compensation insurance is a monopolistic state-run system, Licensee must carry and maintain Stop Gap Employer's Liability insurance with limits of not less than \$1,000,000 each accident or disease.
- 14.1.2. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence limit for Personal Injury and Advertising; and \$2,000,000 Products/Completed Operations Aggregate limit. AT&T, its affiliates, officers, agents, and employees must be endorsed as additional insureds on the Commercial General Liability policy. The liability policies will be primary and non-contributory from any insurance that AT&T maintains. Licensee must maintain Products/Completed Operations coverage for at least 2 years following completion of the work.
- 14.1.3. Umbrella/Excess Liability insurance with limits of at least \$5,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Automobile Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that AT&T maintains and must include additional insured coverage as required for the underlying Commercial General Liability and Automobile Liability policies.
- 14.1.4. Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired, and non-owned vehicles. AT&T, its affiliates, officers, agents, and employees must be endorsed as additional insureds on a primary and noncontributory basis.
- 14.2. To the extent allowed by law, Licensee must waive and require all insurers to endorse its policies to waive, any right of recovery, under subrogation or otherwise, in favor of AT&T, its affiliates, subsidiaries, officers, directors, employees, and agents, including any deductibles and self-insured retentions.
- 14.3. Licensee agrees to provide AT&T and/or its third-party administrator Certificates of Insurance and copies of the required endorsements stating the types of insurance and policy limits.
- 14.4. AT&T agrees to accept Licensee's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 14.3.1. Workers' Compensation and Employers Liability: Licensee must submit to AT&T its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by Georgia or the employer's

state of hire, supply such Certificate annually, and obtain Worker's Compensation immediately if the state rescinds the Certificate of Authority to self-insure; and

- 14.3.2. **Automobile Liability:** Licensee must submit to AT&T a copy of the state-issued letter approving self-insurance for automobile liability issued by Georgia, supply such letter annually, and obtain Automobile Liability insurance immediately, satisfying the requirements herein, if the state rescinds the authority to self-insure; and
- 14.3.3. **General Liability:** Licensee must provide annually a copy of its most recent audited financial statement with an unqualified opinion from the auditor along with evidence acceptable to AT&T that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's or Standard and Poor's, or a current Dunn and Bradstreet report with a composite credit appraisal of 1 or 2. Licensee must obtain Commercial General Liability insurance immediately, satisfying the requirements herein, if it is unable to comply with the financial strength requirements above.
- 14.5. All insurance required in accordance with this Section must be in effect before AT&T will issue any Licenses under this Agreement. Annually, Licensee must provide renewal Certificates of Insurance prior to expiration of any policy.
- 14.6. Licensee agrees to provide AT&T with at least 30 calendar days' advance written notice of cancellation, material reduction, or non-renewal of any of the insurance policies required herein that are not replaced.
- 14.7. The Parties agree that:
 - 14.6.1. AT&T's failure to demand certificates of insurance or identify a deficiency will not be construed as a waiver of Licensee's obligation to maintain the insurance required;
 - 14.6.2. the insurance required does not represent that coverage and limits will necessarily be adequate to protect Licensee, nor will it be deemed as a limitation on Licensee's liability to AT&T;
 - 14.6.3. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance; and
 - 14.6.4. Licensee is responsible for payment of any deductible or self-insured retention.

15.0 ASSIGNMENT OF RIGHTS

- 15.1. Sub-Permits. Nothing contained in this Agreement grants Licensee the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or License subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Licensee will not allow any third party to place facilities in or on AT&T's Structure space assigned to Licensee or to utilize such space.
- 15.2. Assignment. Licensee may not assign, or otherwise transfer its rights or obligations, under this Agreement. AT&T may assign its rights, delegate its benefits, and delegate its duties under this Agreement, without Licensee's consent, to any entity.

16.0 TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

- 16.1. Subject to notice and the opportunity to cure as provided in Section 16.3 below, at AT&T's sole discretion, the License subject to this Agreement terminates if: (a) Licensee ceases to make active use of the applicable portion of AT&T's Structure; (b) Licensee ceases to utilize the facilities in or on AT&T's Structure; or (c) Licensee's permission to use or have access to AT&T's Structure has been revoked, denied, or terminated by local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 16.2. Limitation, Termination, or Refusal of Access for Certain Material Breaches. Licensee's access to AT&T's Structure must not materially interfere with or impair service over AT&T's or Other Users' facilities, cause material damage to AT&T's or Other Users' plant, impair the privacy of communications carried over AT&T's or Other Users' facilities, or create serious hazards to the health or safety of any persons working in, on, or

near AT&T's Structure, or to the public. Upon reasonable notice and opportunity to cure, AT&T may limit, terminate, or refuse access if Licensee violates this provision.

- 16.3. Notice and Opportunity to Cure Breach. In the event either Party claims a breach of this Agreement, the aggrieved Party may give written notice of such claimed breach.
- 16.3.1 The complaining Party will not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given; and
 - 16.3.2 the breaching Party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days; or
 - 16.3.3 if the breach is one that cannot be cured within 30 days, such other period of time as AT&T prescribes, in writing, at its sole discretion.
- 16.4. Remedies for Breach. Subject to the provisions of this Section, either Party may terminate this Agreement in the event the other Party materially breaches this Agreement or exercise any other legal or equitable right, which such Party may have to enforce the provisions of this Agreement. In the event that Licensee fails to timely comply with the obligations under Section 16 and fails to cure the breach within 30 days of AT&T's written notice (or such other period of time as AT&T prescribes in writing) demanding that Licensee cure such breach, then AT&T will be entitled to pursue any and all rights and remedies to enforce the terms of this Agreement regarding such breach and Licensee agrees to pay AT&T's costs of such suit, including attorneys' fees.
- 16.5. Elective Termination. Either Party may terminate this Agreement by giving the other Party at least 6 months' prior written notice as provided in this Section. The notice of termination must state the effective date of termination, which date will be no earlier than the earliest of the following dates: (a) the last day of the current term of this Agreement; or (b) 6 months after the date the notice is given.
- 16.6. Elective Termination by AT&T. In the event of elective termination by AT&T, Licensee will remove its facilities in accordance with the provisions in Section 1.4.
- 16.7. Effect of Elective Termination. Either Party's elective termination of this Agreement, as permitted under this Agreement, does not affect either Party's liabilities or obligations incurred under this Agreement prior to the effective date of termination and will not entitle Licensee to the refund of any advance payment made to AT&T under this Agreement.
- 16.8. AT&T's Required Termination. AT&T may terminate this Agreement at any time if, in its sole discretion, such action is required. In the event of AT&T's required termination, Licensee will remove its facilities within 60 days or such other time as AT&T requires. In the event of required termination, AT&T will reimburse Licensee the pro-rata portion of the Agreement Term Fee from the effective date of termination through the expiration date of this Agreement.

City of Sandy Spring, Georgia

Signature:

Name:

(Print or Type)

Title:

(Print or Type)

Date:

**AT&T by AT&T Services, Inc., its
authorized agent**

Signature:

Name:

(Print or Type)

Title:

(Print or Type)

Date:

EXHIBIT 1 - PAGE 1

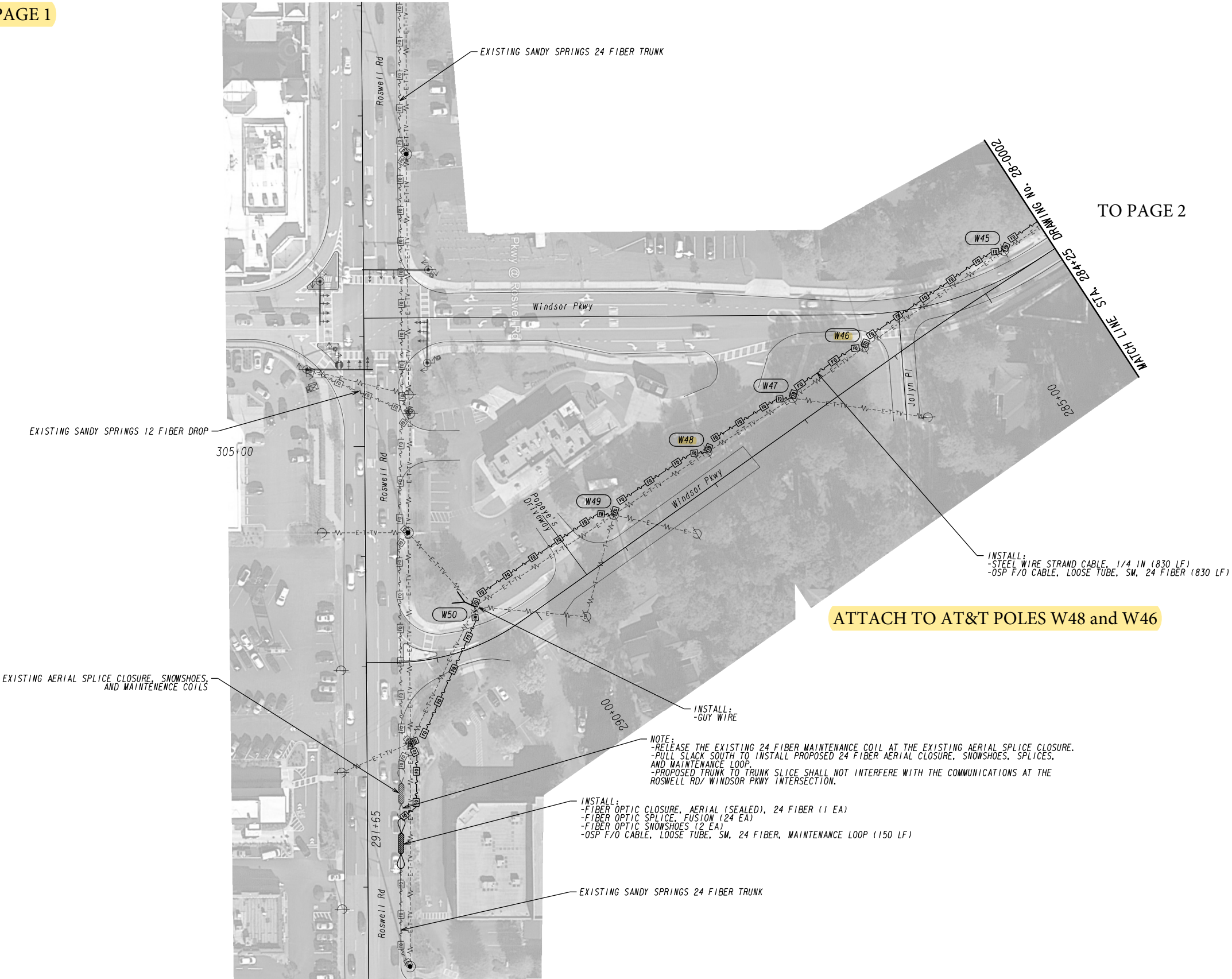
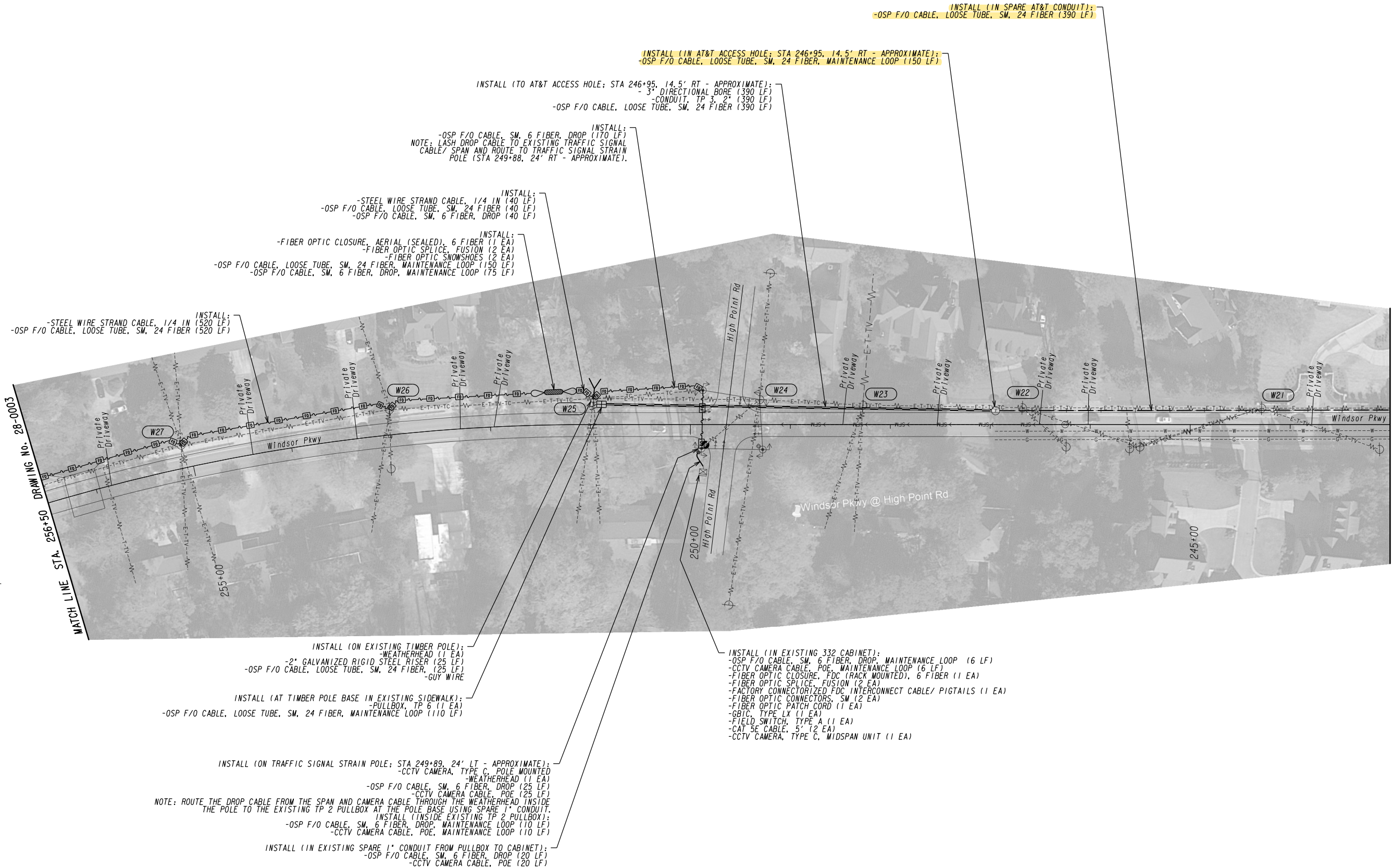


EXHIBIT 1 - PAGE 2



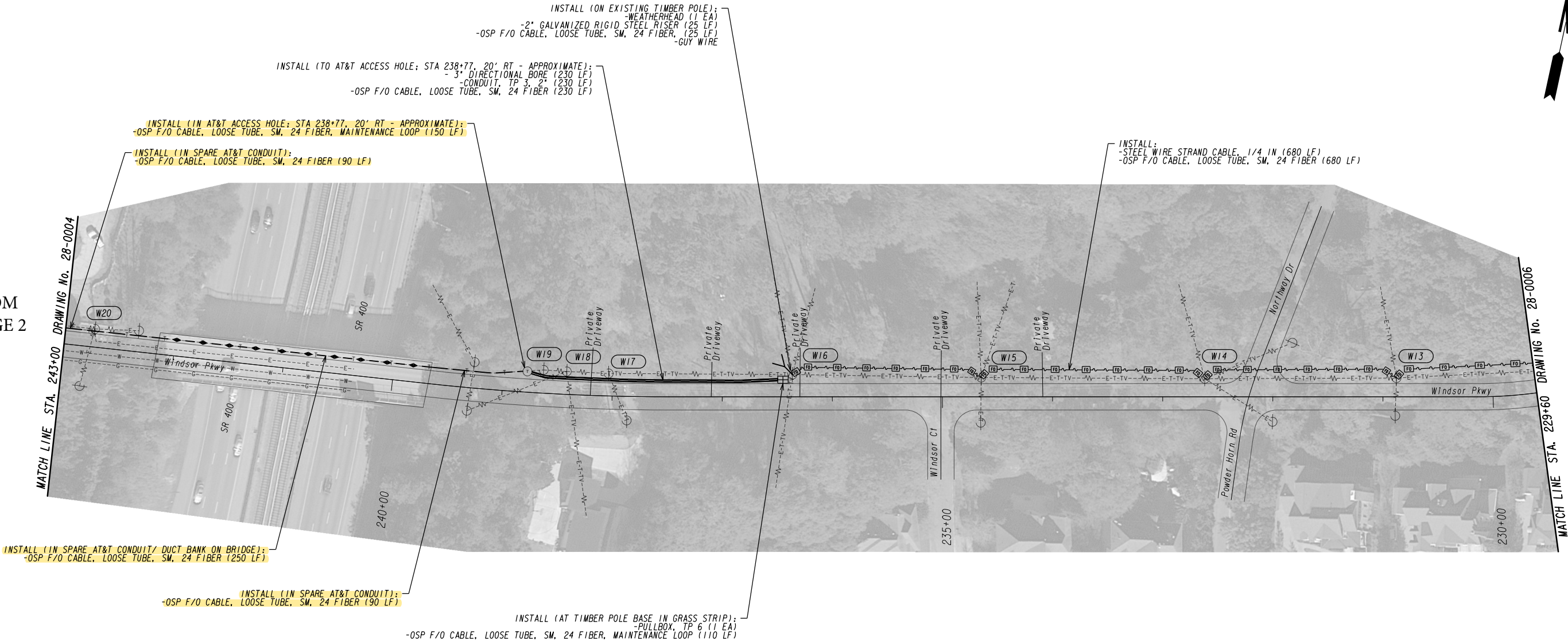
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PAGE 1

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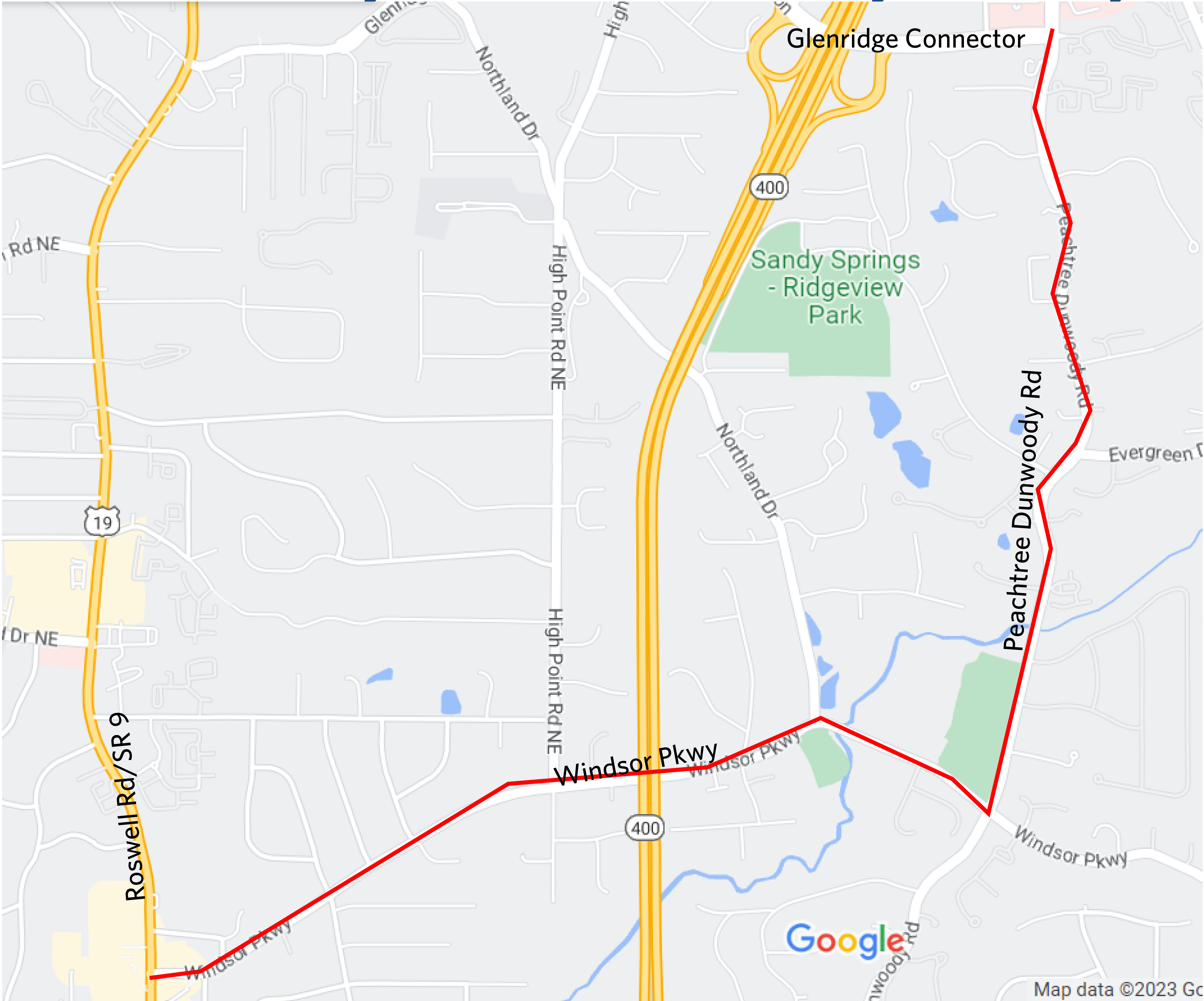
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PAGE 3

EXHIBIT 1 - PAGE 3

FROM
PAGE 2



T0069 Peachtree Dunwoody and Windsor Parkway Fiber Project



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE AT&T COMMERCIAL LICENSE AGREEMENT FOR
STRUCTURE ACCESS FOR THE PEACHTREE DUNWOODY ROAD AND WINDSOR
PARKWAY FIBER PROJECT (T0069) AND TO AUTHORIZE THE CITY MANAGER TO
EXECUTE THE AGREEMENT**

WHEREAS, the City of Sandy Springs ("City") has identified the need to expand the traffic fiber network along Windsor Parkway between Roswell Road and Peachtree Dunwoody Road as well as along Peachtree Dunwoody Road between Windsor Parkway and Glenridge Drive to create a complete system with redundancy ("Project"); and

WHEREAS, the Project is being undertaken to address an area of the City lacking any traffic fiber or communications capabilities; and

WHEREAS, the City's contracted engineer has identified certain infrastructure (conduits and utility poles) belonging to AT&T that can be utilized to install the fiber system; and

WHEREAS, in order to utilize the identified AT&T infrastructure for the Project, the City is required to enter into a Commercial License Agreement for Structure Access with AT&T ("Agreement") establishing the terms, conditions, and responsibilities of the parties with respect to the City's use of the infrastructure for the Project; and

WHEREAS, the cost to the City for the use of the AT&T infrastructure is a lump sum payment of \$2,000.00

WHEREAS, the parties desire to enter into the Agreement;

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

1. The Agreement is hereby approved.
2. The City Manager is hereby authorized to execute the Agreement on behalf of the City.
3. The City Manager and the City Attorney are hereby authorized to make such minor changes to the Agreement as may be deemed necessary to effectuate the intent of this resolution.
4. The City Manager and the 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 _____, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk



TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr., AIA, Public Works Director
DATE: February 7, 2023 Submission for the March 7, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve a Contract Award to Lowe Engineers for Design Services for the Peachtree Dunwoody and Lake Hearn Connectivity Improvements Project (T2208) and to Authorize the City Manager to Execute the Contract

Recommendation:

Staff recommends contract award of the T2208 Peachtree Dunwoody and Lake Hearn Connectivity Improvements project ("Project") to Lowe Engineers in the amount of \$911,960.59.

Background:

The goal of the Project is to improve bicycle and pedestrian facilities between the Dunwoody and Medical Center MARTA stations for the extended network through connectivity to existing facilities. The Project will also help relieve congestion at the Peachtree Dunwoody Road at Lake Hearn Drive intersection. The Project includes a twelve (12) foot wide multi-use path with a five (5) foot wide landscape buffer, and a minimum one (1) foot back of path buffer to be added on the west side of Peachtree Dunwoody Road from Hammond Drive to the north side of the I-285 bridge. This will tie to the multi-use path to be constructed by the GDOT "Transform 285-400" project

To advance the Project, the City issued its Request for Qualified Contractors ("RFQC") on October 5, 2022, to select a qualified consultant to provide design services for the Project. Due to the expected duration of the Project and multiple unknowns, the design services were separated into five (5) tasks, identified as follows:

Tasks 1 and 2: Survey and Concept Design Services: In the initial phase of the Project, relevant data is collected to include field survey work and studies, and conceptual plans are prepared for the City's review.

Task 3: Preliminary Design Services: The preliminary design begins once the preferred concept is selected. This phase includes activities such as environmental reporting as required by Federal Transit Administration ("FTA"), initial utility coordination, right-of-way acquisition, and constructability reviews. In addition, the plan development for permitting begins.

Task 4: Final Design Services: This is the final stage of plan development to include special provision/specification preparation, plan permitting, final cost estimating, and bidding for construction.

Task 5: Post Design Services: During this phase, once the Project has been let to a contractor, the designer (consultant) will perform product submittal reviews and answer requests for information, as well as redesign any unexpected issue that results in a change order.

In response to the RFQC, the following contractors submitted responses (“Responses”):

1. Lowe Engineers
2. Moffat & Nichol
3. Columbia Engineering
4. Croy Engineering
5. Prime Engineering

Discussion:

Proposals were evaluated by a committee of six (6) staff members (“Evaluation Committee”):

- Marty Martin, Director of Public Works
- Wesley Waters, CIP Unit Manager
- David Sustaita, CIP Project Manager
- Ko Seo, CIP Project Manager
- Bebe Lee, CIP Project Manager
- David Low, Senior Traffic Transportation Engineer

CRITERIA	DESCRIPTION	POINTS
Quality of Project Manager and Key Team Leaders proposed to manage this Project	The credentials and experience of the person(s) assigned to our relationship and management team. Provide professional qualifications and description of experience for principal Project staff. The Project Manager’s resume must be included. (At this stage, firms are asked for information on lead staff only, but may list qualifications and experience on more than one lead individual who are being proposed for services to the City. (If the firm is selected as a finalist, the City may request detailed information on the exact proposed expanded team and their relevant experience).	20 points
Prime Consultant Experience	Provide information on the firm’s experience with clients of similar type, size, function, and complexity. Describe no more than five (5) accounts, in order of most relevant to least relevant, which demonstrate the firm’s capabilities to perform services for the City. For each account, the	30 points

	following information should be provided: A. Client name, locations and dates during which services were performed. B. Clear description of overall project and services performed by your firm. C. Client's stated satisfaction with service of your firm. (Include letters from clients, if available). Client (s) current contact information.	
Resources	Organizational chart which identifies the Project Manager, Prime Key Team Leaders, support personnel, reporting structure and percent availability for each member. Primary Office – Identify and discuss the primary office that will be responsible for handling the specific project and the number and types of staff within the office, as well as how this office could benefit the Project and promote efficiency. Narrative on Additional Resource Areas and Ability – Respondents are allowed one page to provide information regarding additional resource areas identified as important to the Project, to discuss how the key areas will integrate and work together on the Project, and to discuss any information that is pertinent to these areas. Respondents may discuss the advantages of the team and the abilities of the team members which will enable the Project to meet the proposed schedule.	10 points
Technical Approach	Consultants are required to describe the procedures and methods that the firm will use to achieve success in this Project. Describe your firm's general design understanding with respect to: All aspects of sidewalk design as well as, but not limited to storm water design, retaining wall design to include foundation investigation, traffic signal modification/design and utility adjustments, and specialized expertise as needed. Coordination of design related to ROW/easement negotiations with impacted property owners. A. City of Sandy Springs Development Code and Technical Manual.	40 points

	B. ADA design requirements. C. Development of Project cost estimates and Project cost management. D. Developing construction documents for bidding, to include preparing special provisions and assessment of contractor bids, as well as to include bid tabulation. Base Data Coordination/Survey Environmental Coordination ROW Acquisition/Coordination Services Lighting Design and Inspection Landscape Architecture Public Involvement	
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The Evaluation Committee reached the following consensus results:

RESPONDENT	CONSENSUS RESPONSE SCORE	RANKING
Lowe Engineers	95.00	1
Columbia Engineering	92.00	2
Moffatt & Nichol	86.67	3
Prime Engineering	73.17	4
Croy Engineering	71.33	5

The Evaluation Committee invited the three (3) highest-ranking contractors for in-person interviews. These interviews were held on December 14, 2022.

Based upon the review and scoring of Responses by staff and additional information obtained during in-person interviews, staff determined that Lowe Engineers was most qualified to perform design services and requested a fee proposal. Lowe Engineers has provided an estimated fee proposal of \$911,960.59. The Evaluation Committee believes that the Response submitted by Lowe Engineers is in the best interest of the City and that, therefore, Lowe Engineers should be awarded the contract for Project design services.

Financial Impact:

The estimated fee provided by Lowe Engineers is \$911,960.59. Adequate funds have been budgeted and allocated to fund this planned design utilizing transit funding via a FTA grant, with MARTA acting as the sponsor (80%) and with the balance of the funding being provided by the Fulton Perimeter Center Improvement District (PCID) (20% local match). The City has agreements for this Project with MARTA and PCID.

Alternatives:

Mayor and City Council may decide not to approve contract award to Lowe Engineers and provide staff with further direction.

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 - 2/23/2023
Approved - 2/23/2023
Approved - 2/24/2023
Approved - 2/24/2023
Final Approval - 3/3/2023

Attachments:

1. Vicinity Map
2. Resolution

T2208 Peachtree Dunwoody and Lake Hearn Connectivity Improvements



STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE CONTRACT AWARD TO LOWE ENGINEERS FOR DESIGN SERVICES FOR THE PEACHTREE DUNWOODY AND LAKE HEARN CONNECTIVITY IMPROVEMENTS PROJECT (T2208), AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, on October 5, 2022, the City of Sandy Springs ("City") issued its Request for Qualified Contractors ("RFQC") for design services for the T2208 Peachtree Dunwoody and Lake Hearn Connectivity Improvements project ("Project"); and

WHEREAS, staff received five (5) submittals in response to the RFQC ("Response(s)"); and

WHEREAS, following review, staff determined three (3) contractors to be most qualified to perform the Project; and

WHEREAS, on December 14, 2022, staff conducted in person interviews with the three (3) highest ranking contractors, including Lowe Engineers ("Lowe"); and

WHEREAS, following in-person interviews, staff determined that Lowe's Response was in the City's best interest and requested a fee quote from Lowe for the Project; and

WHEREAS, Lowe submitted an estimated fee in the amount of \$911,960.59; and

WHEREAS, staff recommends that Council approve contract award to Lowe, in accordance with the memorandum attached to this resolution;

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

1. Lowe is hereby awarded a contract in the amount of \$911,960.59 to perform the Project, for the reasons stated in the memorandum attached to this resolution; and
2. the City Manager is hereby authorized to execute a contract with Lowe, subject to approval of the City Attorney and the City Finance Director; and
3. 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 _____ day of _____, 2023.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr., AIA, Public Works Director
DATE: February 8, 2023 Submission for the March 7, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve Lighting Services Agreement for Georgia Power Company to Install Pedestrian Scale Lighting for Project TS192, Mt. Vernon Highway Corridor Multiuse Path Project

Recommendation:

Staff recommends that the Mayor and City Council approve the attached Lighting Services Agreement ("Agreement") with Georgia Power Company ("GPC") to install, operate, and maintain pedestrian scale lighting on both sides of Mt. Vernon Highway from Vernon Trace NE to Barfield Road ("Project"), and authorize the City Manager to execute the Agreement.

Background:

The City has previously entered into agreements with GPC to obtain pedestrian scale lighting along sidewalks and side paths. Pursuant to the Agreement, GPC will provide design and construction of the lighting installation. 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.

Discussion:

The scope of work for the Project includes the following:

1. Install 97 Standard Direct Burial Mid-Block Lights
2. Install 28 Standard Intersection Direct Burial Lights
3. Install all Underground Feeds to Lights

The quoted cost of \$998,875 is an upfront contribution for installation. There is a monthly lease cost of \$3,033.75 for these lights to cover the ongoing cost of equipment, energy, and maintenance.

Financial Impact:

There are adequate funds available for the Agreement in Project TS192.

Alternatives:

The City may choose not to approve the Agreement and provide further instruction to staff.

Review:

Karen Lugassy, Executive Assistant

Created/Initiated - 2/23/2023

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

Approved - 2/23/2023
Approved - 2/24/2023
Approved - 2/24/2023
Final Approval - 3/3/2023

Attachments:

1. 1 Georgia Power Quote and Agreement
2. 2 TS192 Vicinity Map
3. Resolution GPC Pedestrian Lighting Agreement (022223)(TS192)

August 2, 2022

Allen Johnson, PE, PMP
TSPLOST Program Manager - Public Works Division
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

Re: TS192 Sandy Springs Mt Vernon Lighting Project – Street/Pedestrian Lighting Proposal

Dear Mr. Johnson,

Thank you for the opportunity for Georgia Power Company to provide you a street/pedestrian lighting proposal for your new **TS192 Sandy Springs Mt Vernon Lighting 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 91 – 50 Watt LED Green Mid-block Post Top Fixtures on 91 – 13' Fixture Mounting Height Green Direct Burial Poles**
- **Installation of 6 – 70 Watt LED Green Intersection Shepherd's Crook Fixtures on 6 – 15' Fixture Mounting Height Green Direct Burial Poles**
- **Installation of 6 – 100 Watt LED Green PCID Post Top Fixtures on 12' Fixture Mounting Height Green Direct Burial Poles**
- **Installation of 22 – 150 Watt LED Green King Luminaire Tear Drop Fixtures on 30' Fixture Mounting Height Green Anchor Based Poles mounted on round concrete bases**
- **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:

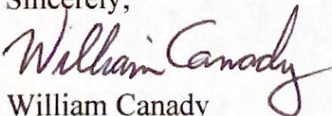
<u>Up Front payment</u>	<u>Monthly payment</u>
998,875.00	3,033.75

Pricing is good for 45 days beginning 8-8-22.

***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,



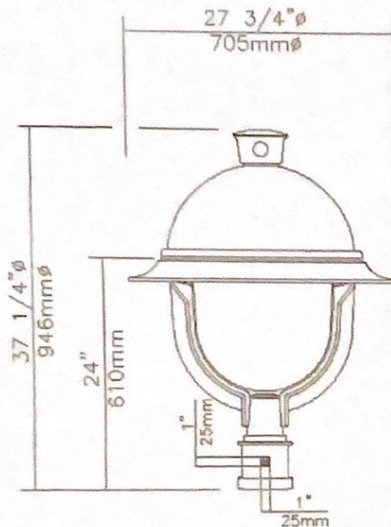
William Canady
Lighting Services



LEDGINE



Catalogue



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.

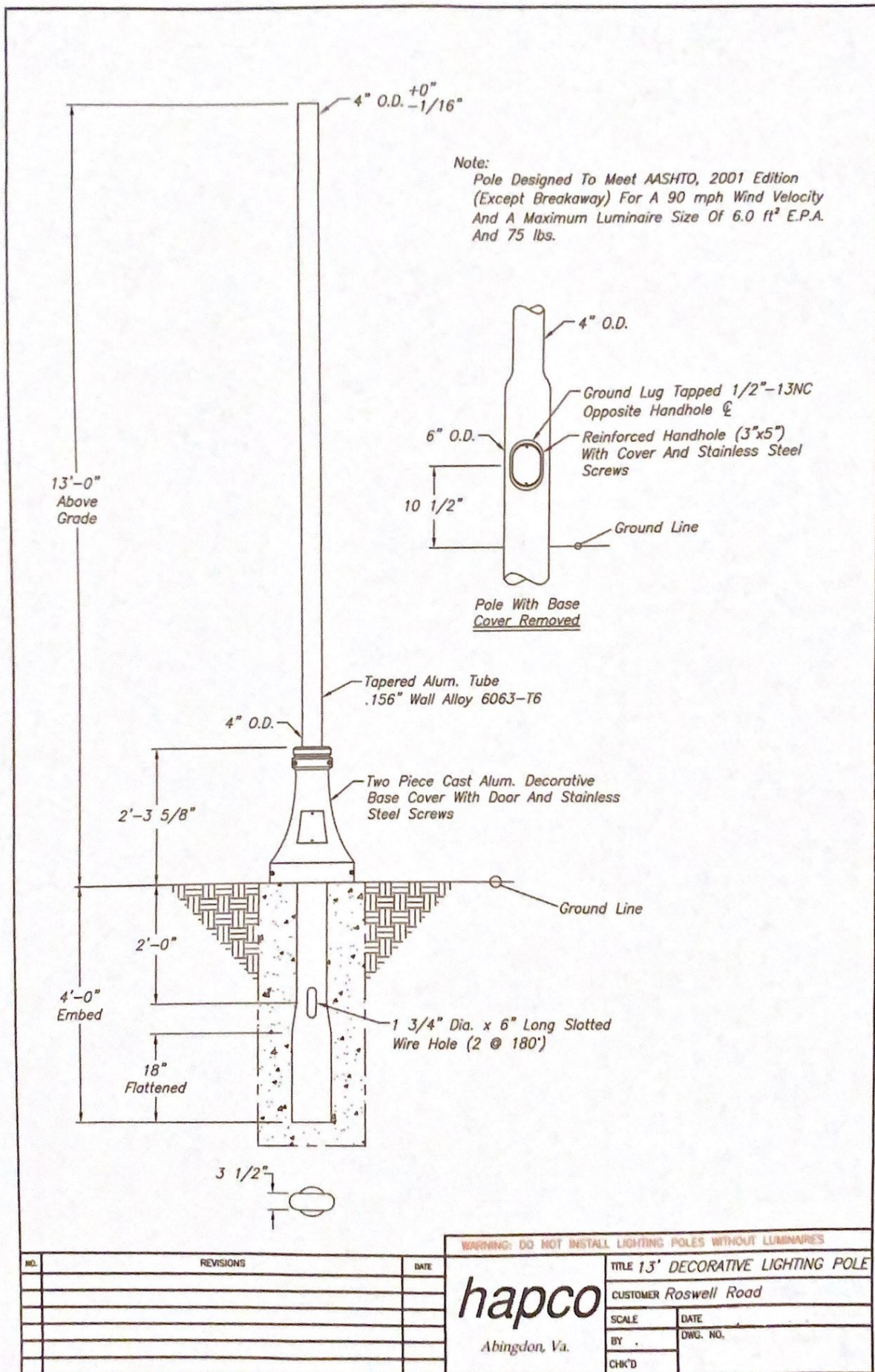
Access-Mechanism: A die cast A360 aluminum technical ring with latch and hinge. The mechanism shall offer tool-free access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

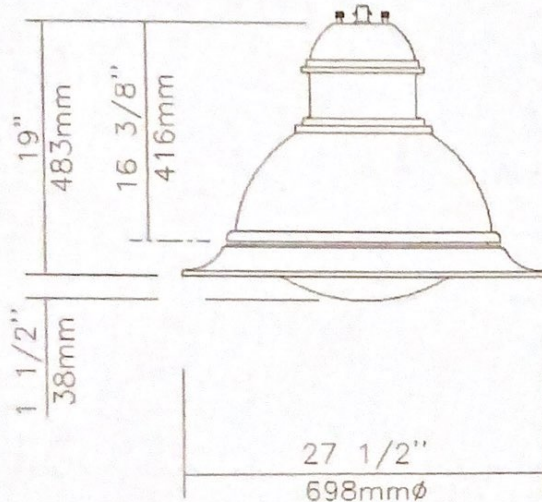
Light Engine: LEDgine composed of 5 main components: **Globe / LED Module / Optical System / Heat Sink / Driver**
Electrical components are RoHS compliant.

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





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.

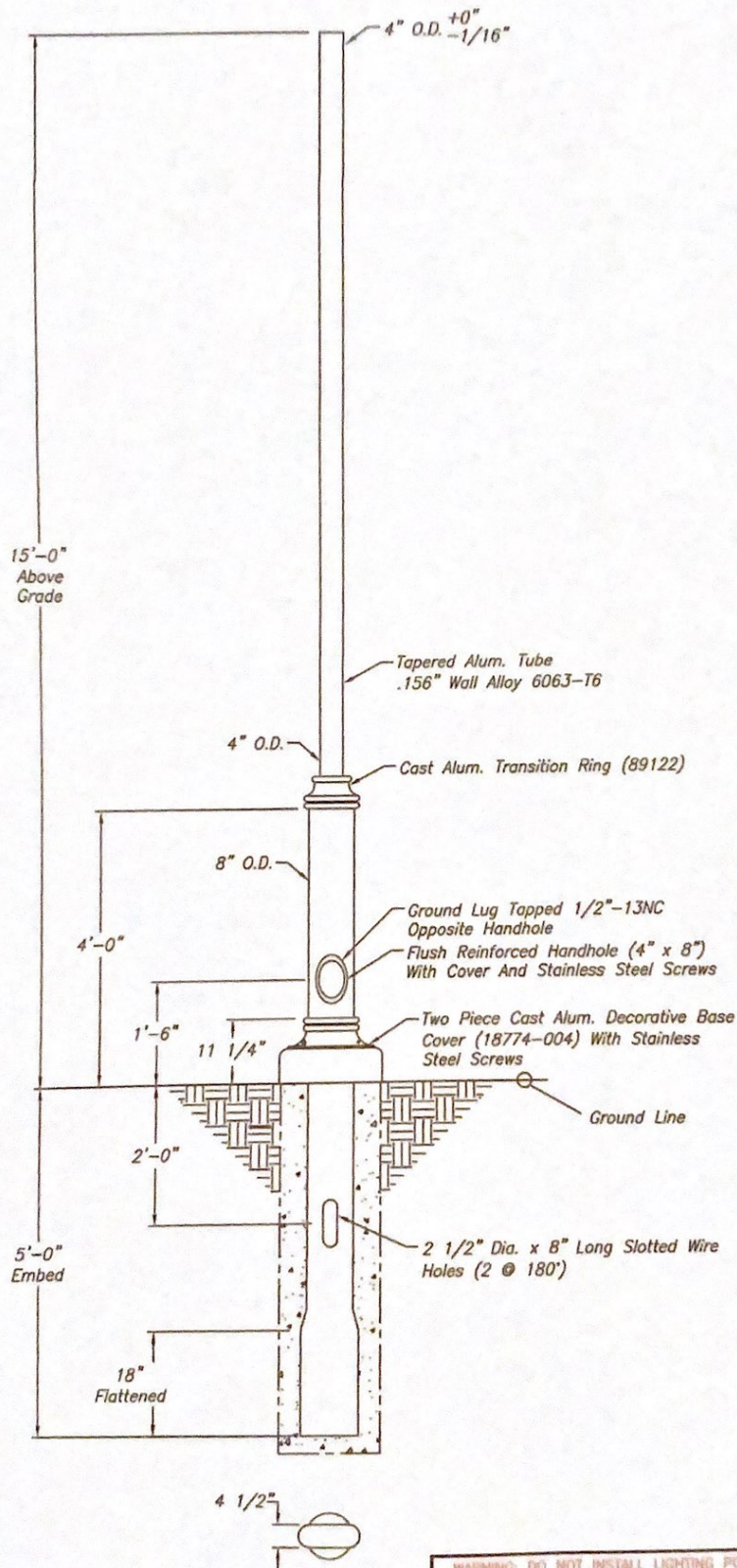
Light Engine: LEDgine composed of 5 main components: Heat Sink / Lens / LED Module / Optical System / Driver
Electrical components are RoHS compliant.

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.

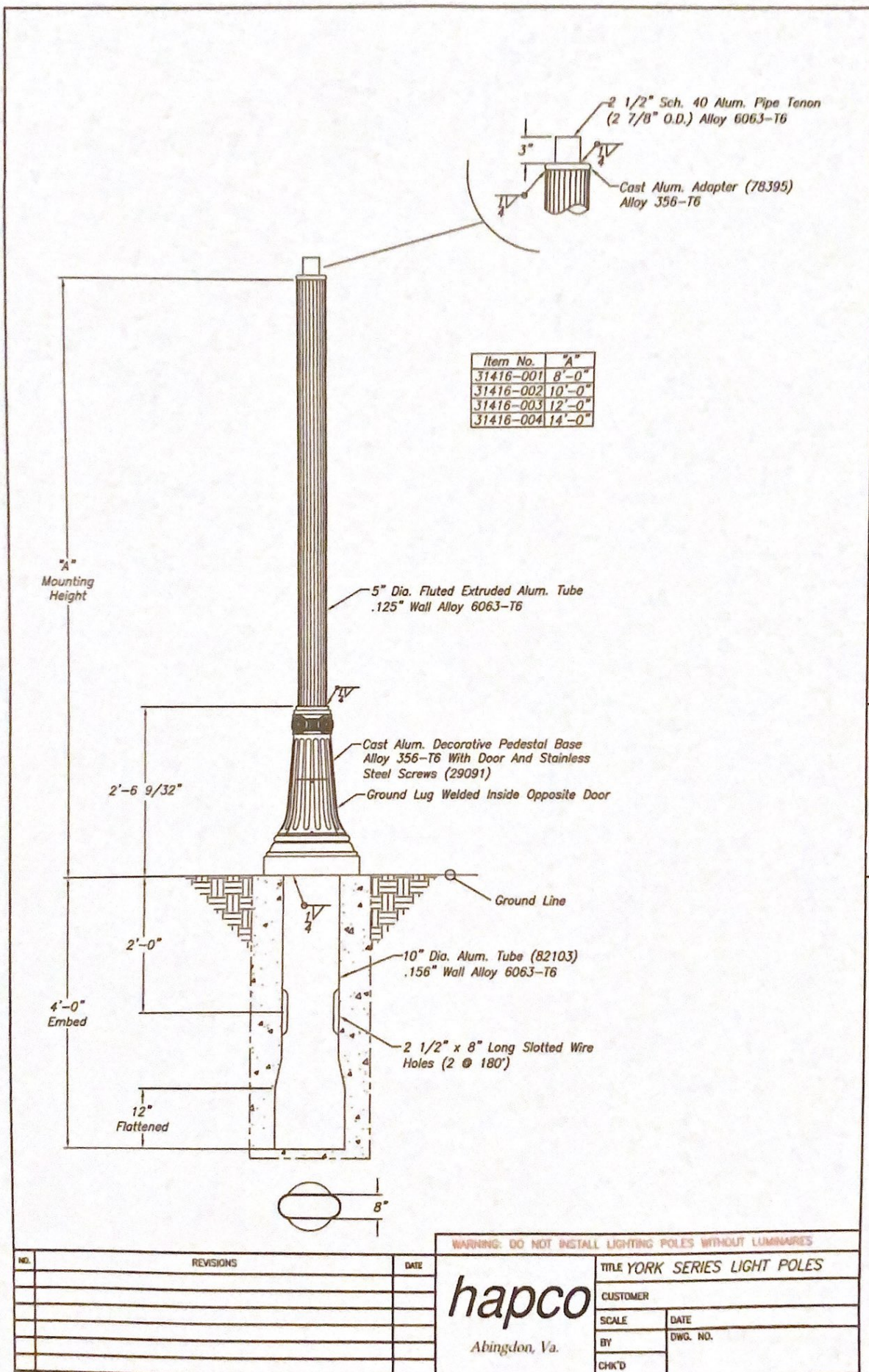


NO.		REVISIONS		DATE		WARNING: DO NOT INSTALL LIGHTING POLES WITHOUT LUMINAIRES	
						TITLE 15' DECORATIVE LIGHTING POLE	
						CUSTOMER Roswell Road	
						SCALE	DATE
						BY	DWG. NO.
						CHK'D	

hapco
Abingdon, Va.



BRIGHTON





K803 - SOLITAIRE LED PENDANT



PROJECT: _____

PREPARED BY: _____

DATE: _____

Product Specification

LED ENGINE

Light engine shall include an array of Cree X-Series high power LED's (light emitting diodes). The emitters shall be mounted to a metal core circuit board using SMT technology. The LED's and circuit boards shall then be mounted to a high performance heat sink which is vented to the outside ambient air to provide dynamic airflow for cooling the system.

OPTICS

External light control shall consist of high precision refractive lenses mounted above the LED emitter arrays in such a way to achieve optimum uplight control. The lenses shall also control horizontal light distribution so that either IESNA Type II, III, IV or V IESNA distribution patterns are achieved.

LENS

The K803 Solitaire Pendant is available with no lens or sag or shallow glass lens or a rippled acrylic deep dish lens. The glass lens shall be made of #9000 clear borosilicate glass (fully annealed). It shall maintain a minimum thickness of .3". The deep dish globe shall be moulded of rippled acrylic Acrylite Plus Acrylic Polymer, or equivalent, having a minimum thickness of 0.090". The lens is secured by means of a cast A319 aluminium holding ring that is sealed to provide an IP66 Ingress rating. Additionally, a continuous circular gasket rated for 270 degree F. must hold the lens into place within the cast ring assembly and assist in sealing the fixture.

CAST HOUSING

The luminaire shall consist of a heavy Grade A319 cast aluminum housing that acts as the enclosure for the engine and of adequate thickness to give structural rigidity. The engine must be affixed to the inside of the housing with stainless steel screws.

PLUMBIZER

The K803 Solitaire comes with multiple mounting options including the KPL10, KPL11, KPL20, KPL21, KPL31 and KPL41. Please contact factory for more details and specs on these parts.

DRIVER

The LED universal dimmable driver will be class 2 and capable 120 - 277V or 277 - 480V input voltage, greater than 0.9 power factor, less than 20% total harmonic distortion and feature ambient temperature range of -35 °C up to 65°C. Each LED system comes with a standard surge protection designed to withstand up to 20KA/10Kv of transient line surge as per IEEE C62.41.2 C High. The driver assembly will be mounted on a heavy duty fabricated galvanized steel mounting bracket to allow complete tool-less maintenance. Included will be a multi-wattage selector switch which will allow the output power of the driver to be field selectable.

PHOTOMETRICS

Fixtures are tested to IESNA LM79 specifications. These reports are made available.

CHROMATICITY

High output LED's come standard at 3000K & 4000K (+/- 250K) with a minimum nominal 70 CRI. Additional CCT emitters are available upon request.

LUMEN MAINTENANCE

Reported (TM21) and Calculated (L70) reports are available upon request with a minimum calculated value of 100,000hrs.

WIRING

All internal wiring and connections shall be completed so that it will be necessary only to attach the incoming supply connectors to Mate-N-Lok connectors or to a terminal block. Mate-N-Lok shall be certified for 600V operation. Internal wire connectors shall be crimp connector only and rated at 1000V and 150°C. All wiring to be CSA certified and/or UL listed, type SFF-2, SEWF-2, or SEW-2 No. 14 gauge, 150°C, 600V, and color coded for the required voltage.

THERMALS

Fixtures tested to DOE sanctioned standards to determine the maximum in-situ solder-point or junction-point temperatures of the LED emitters. This report will be made available.

FINISH

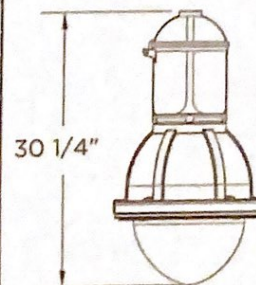
Housing is finished with a 13 step Kingcoat™ SuperDurable polyester TGIC powder coat. Standard colors include strobe white, brown metal, marina blue, gate gray, Chicago bronze, standard gold, federal green and rain forest. RAL and custom color matches are available. Please see the King Color selector for complete list of colors.

MISCELLANEOUS

All exterior hardware and fasteners, wholly or partly exposed, shall be stainless-steel alloy. All internal fasteners are stainless-steel or zinc coated steel. All remaining internal hardware is stainless steel, aluminum alloy, or zinc coated steel.

WARRANTY

K803 LED Solitaire comes with a 7 year limited warranty.



CERTIFICATION:

CSA US Listed
Suitable for wet locations
ISO 9001
IP66
DLC
ARRA Compliant
LM79 / LM80 Compliant

DRIVER INFO:

>0.9 Power Factor
<20% Total Harmonic Distribution
120 - 277v & 480v
-35°C Minimum Temperature
65°C Maximum Ambient
Operating Temperature
20KA/10Kv Surge Protection

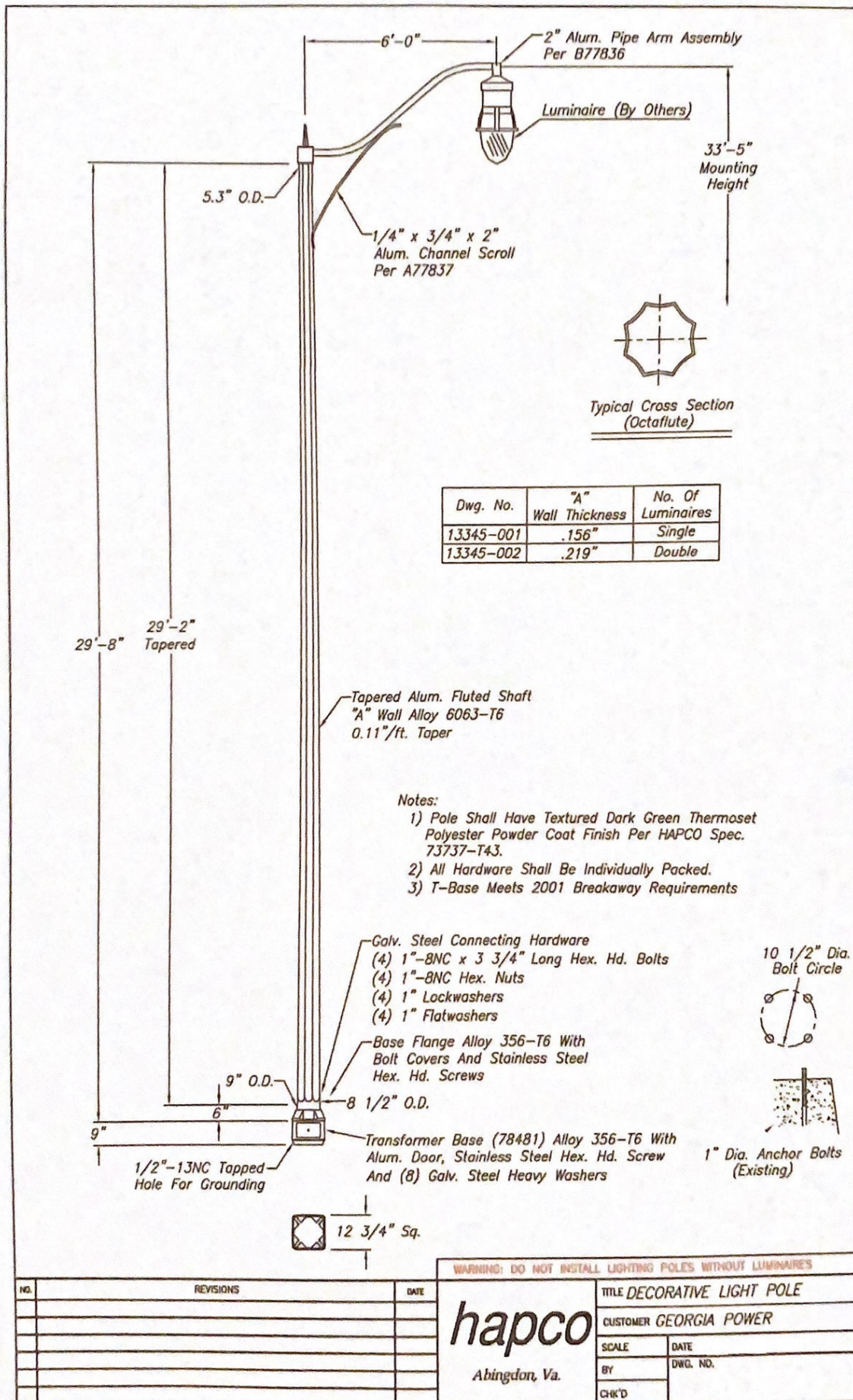
EPA:

Flat Lens:	.86 sq. ft.
Sag Lens:	.88 sq. ft.
Shallow Lens:	1.02 sq. ft.
Deep Dish Lens:	1.34 sq. ft.

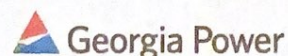
FIXTURE WEIGHT:

Flat Lens:	50 lbs
Sag Lens:	58 lbs
Shallow Lens:	60 lbs
Deep Dish Lens:	56 lbs





Lighting Services Agreement



Customer Legal Name City of Sandy Springs DBA _____
Service Address 510 Mount Vernon Hwy Sandy Springs GA 30327 County Fulton County
Mailing Address 1 Galambos Way Sandy Springs GA 30328
Email ajohnson@sandyspringsga.gov Tel # 770-206-2013 Alt Tel # 404-626-5822
Tax ID# _____ Business Description Street Lighting
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	91	50	LED	Post Top
INS	6	70	LED	Post Top
INS	6	100	LED	Post Top
INS	22	150	LED	Pendant

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$2,735.17	\$298.58	\$3,033.75

Term (Months)	1
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* 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:

TS192 Mt Vernon Hwy Streetscape Project

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	

Pre-Payment (\$)
\$998,875.00

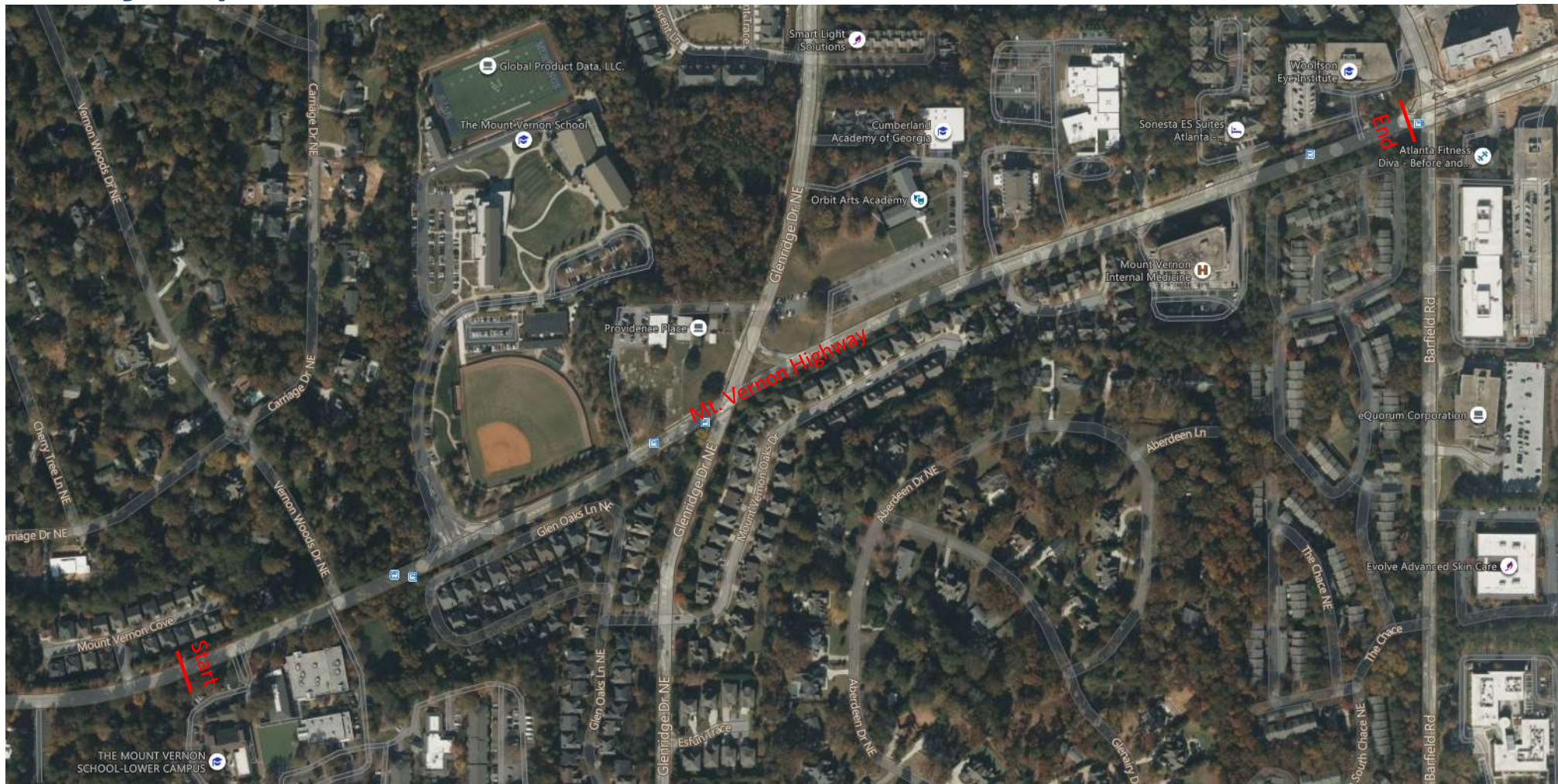
Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature: ✓	Signature:
Print Name: ✓	Print Name: William Canady
Print Title: ✓	Print Title: Account Exec
Date: ✓	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.

TS192 – Mt. Vernon Hwy Corridor Multiuse Path 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 TS192, MT. VERNON HIGHWAY CORRIDOR MULTIUSE PATH PROJECT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Sandy Springs ("City") is currently designing and constructing the Mt. Vernon Highway Corridor Multiuse Path Project TS192 ("Project"); and

WHEREAS, as part of the Project, the City desires to install, operate, and maintain pedestrian scale lighting on both sides of Mt. Vernon Highway from Vernon Trace NE to Barfield 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 August 2, 2022, containing the basic terms and conditions and scope of work for installation of the desired pedestrian scale lighting ("Agreement"); and

WHEREAS, the City desires to accept the terms of the Agreement with GPC for the installation of such 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 \$998,875.00 and a monthly lease cost of \$3,033.75 for ongoing cost of equipment, energy, and maintenance; and

WHEREAS, the City desires to enter into the 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. 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 _____, 2023.

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: February 1, 2023 Submission for the March 7, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve Final Design for Construction of the Veterans Park Project; to Approve a Guaranteed Maximum Price of up to \$5,739,764.00; and to Authorize the City Manager to Execute an Amendment to the Contract by Change Order

Recommendation:

Staff recommends that City Council approve final design for construction of the Veterans Park project ("Project") and a Guaranteed Maximum Price ("GMP") of up to \$5,739,764.00 (depending on option chosen by Council as described below). Staff also recommends that City Council authorize the City Manager to execute a change order consistent with the requirements of the contract for construction of the Project.

Background:

In 2019, by consensus, City Council authorized City Management to move forward with a plan to develop the Project on the triangle property across Roswell Road from the City Springs campus. To advance that direction, the City issued a purchase order in the amount of \$22,524.00 to Barge Design Solutions, Inc. ("Barge") to begin a preliminary concept plan. Based on the preliminary concept plan presented by Barge and feedback from City staff and Mayor and Council, three (3) more specific plans were created by Barge. A change order in the amount of \$29,987.00 was issued in December 2020 for the additional design plans.

During the March 16, 2021 Council Work Session, Staff and Barge presented to Council the refined conceptual drawings along with the individual components of the Project, including the fountain and memorial area. The consensus of Council was for Staff to proceed with the construction drawings into the next phase.

On April 19, 2022, Staff and Barge presented to Council a draft budget, overview of the Project layout, and pedestrian bridge concepts. During this presentation, staff showed two (2) options for the fountains. The first option was the original design with an estimated cost of \$1,300,000. The second option did not include a fountain but instead included a large planter bed at approximately \$300,000. Staff was directed to collect more data regarding the modification of the fountain design, possibly reducing its size.

During the September 16, 2022 Work Session, staff presented a Project overview to Council. The topics of the presentation were the fountain and memorial area, a possible pedestrian bridge over Roswell Road, and an update on the art selection process. Staff presented three (3) fountain options to Council. The first option was the original design at \$1,333,344, the second option was a smaller fountain at \$644,724, and the third option was the removal of the fountain and replacing it with a large planter bed at \$280,000.

When staff asked Council for design direction, three (3) members were in favor of the original design, one (1) member was in favor of the smaller fountain, and two (2) members did not desire the fountain in the design.

Discussion:

During the December 20, 2022, Regular Council meeting, City Council adopted a resolution approving a contract with Reeves Young, LLC (“Contract”) to perform construction manager at risk (“CM@R”) services for final construction of the Project.

In accordance with Contract provisions, Reeves Young submitted two (2) options: (1) a GMP of \$5,739,764.00 for Option A, which is a design to include a fountain; and (2) a GMP of \$5,050,424.00 for Option B, which is a design with no fountain. A Change Order meeting the requirements of the Contract will be prepared for the option selected by Council. When executed, the Change Order will amend the Contract in the amount and scope consistent with the option chosen by Council.

Financial Impact:

If Option A is selected, the CM@R’s GMP pricing is \$5,739,764. The Project currently has \$3,130,551 in existing funding, leaving a deficit of \$2,609,212.26 if Option A is chosen. As part of the Five-Year Capital Improvement Plan of the FY23 Budget, Council approved the planning assumption of \$2,000,000 in FY24. Staff anticipates including this remaining portion in the FY2024 Budget Process as a capital budget planning assumption.

If Option B is selected, the CM@R’s GMP pricing is \$5,050,424.00. The Project currently has \$3,130,551.00 in existing funding, giving the Project a deficit of \$1,919,873.00 if Option B is chosen.

Alternatives:

City Council may decide not to move forward with either Option A or Option B as recommended and provide further guidance to staff; however, in order to meet a November 1 final completion schedule deadline, Council must give staff a final decision as soon as possible.

Review:

Octavia Baynes, Administrative Asst.

Created/Initiated -
2/28/2023

Richard Collins, Construction Manager

Approved - 2/28/2023

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

Approved - 2/28/2023

Toni Carlisle, Chief Financial Officer

Approved - 2/28/2023

Kathy Williams, Staff Attorney

Approved - 3/1/2023

Eden Freeman, City Manager

Final Approval -
3/3/2023

Attachments:

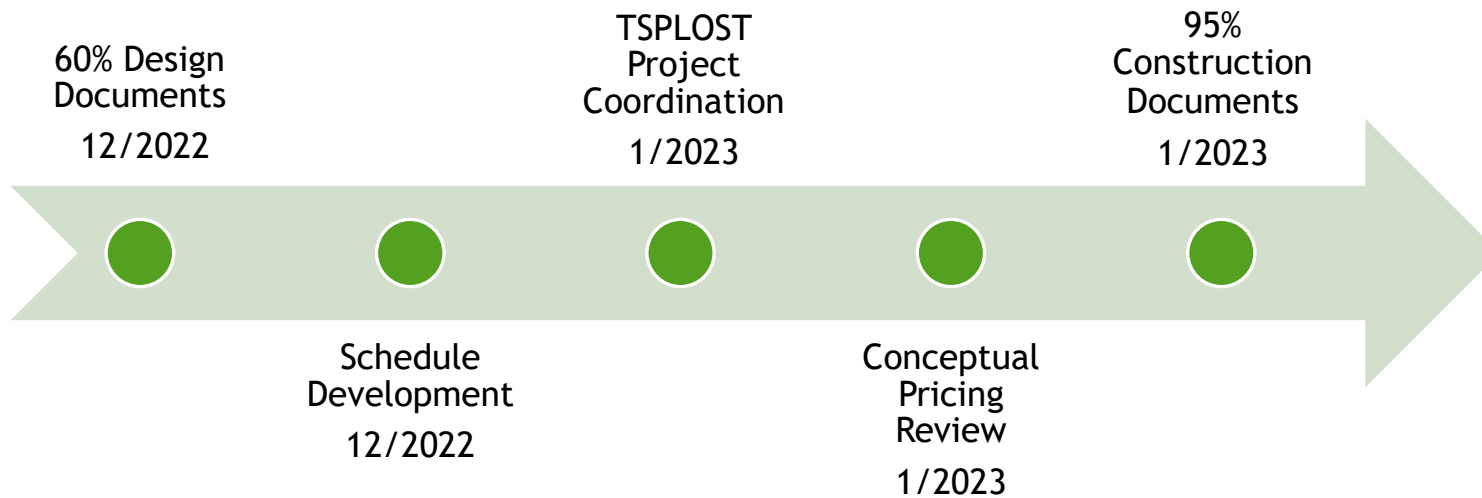
1. SSPS - March Council Meeting Presentation - REV00 (1)
2. Resolution - Veterans Park GMP (Option B)(022723)
3. Resolution - Veterans Park GMP (Option A)(022723)



Sandy Springs Veterans Park

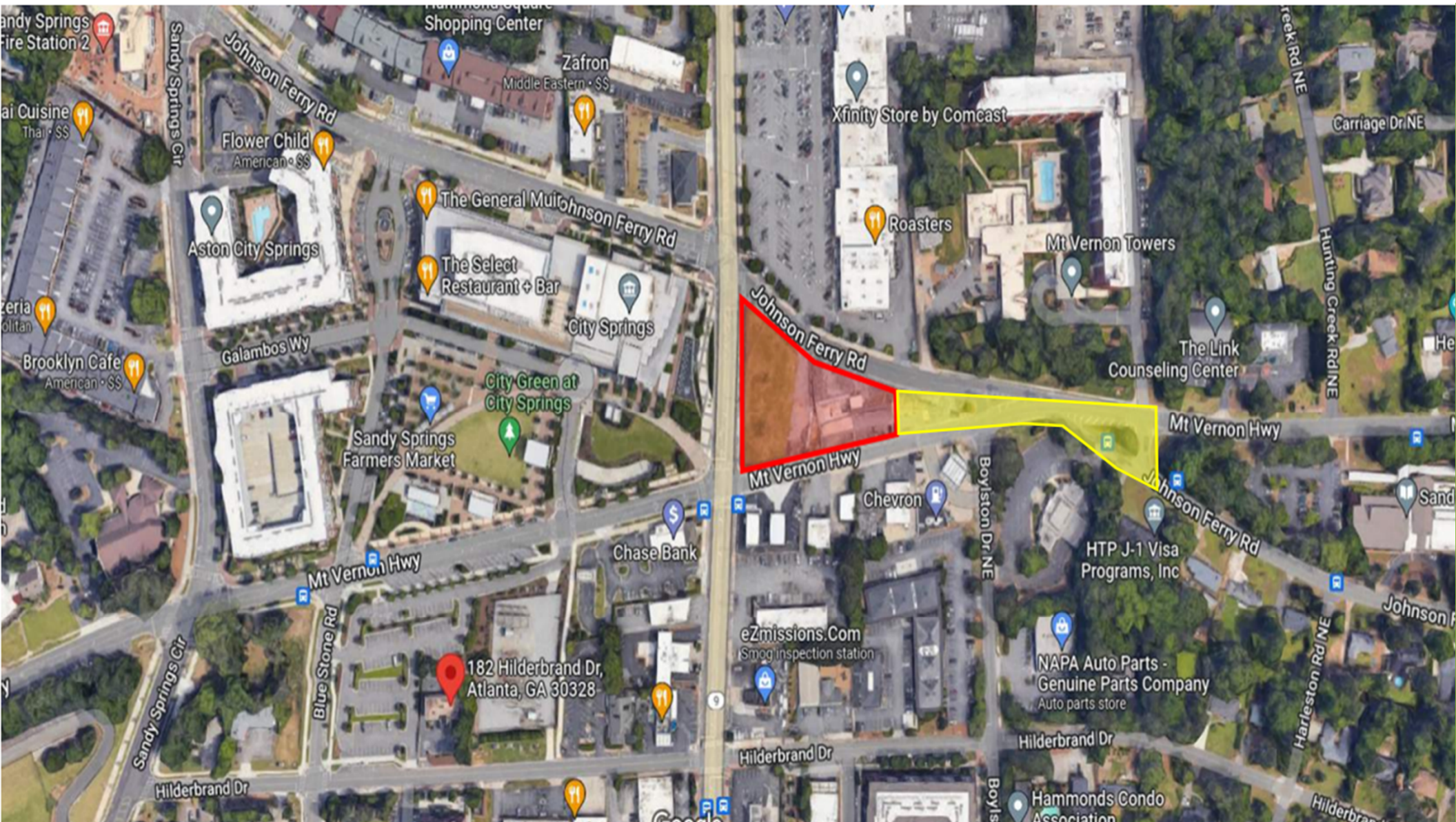
March 2023 Project Update

Project Update



Project Design





ROSWELL RD.

JOHNSON FERRY RD.







Project Schedule



Project Schedule

TASK COMPLETION	TENTATIVE COMPLETION DATE
Groundbreaking	Week of March 20 th
Grading	April 25 th
Fountain Structure	July 5 th
Fountain Finishes	August 8 th
Site Walls	August 29 th
Sidewalks	September 12 th
Site Lighting	September 26 th
Landscaping	September 28 th
Substantial Completion	October 1 st
Final Completion	November 1 st

Long Lead Items

DESCRIPTION	LEAD TIME
Fountain Mechanical Equipment	6 months
Electrical Gear & Components	4-6 months
Light Fixtures	3 months
Granite Stone Material	4 months
Hardscape Materials	3-6 months
Site Furnishings	3-4 months

Project Budget



Anticipated Total Construction Budget

Site Logistics	\$357,000
Erosion Control & Grading	\$384,912
Utilities	\$582,269
Hardscapes	\$508,391
Site Furnishings	\$164,624
Veterans Memorial Plaza	\$628,574
Landscaping & Irrigation	\$329,528
Fountain	\$1,484,285
Electrical	\$318,441
Construction Manager Contingency	\$140,352
Construction Manager Overheads	\$636,754
Value Management	(\$79,618)
TS-191 Credits	(\$183,589)
Owner Contingency	\$467,841
TOTAL DIRECT CONSTRUCTION COST	\$5,739,764

Anticipated Total Construction Budget

TOTAL DIRECT CONSTRUCTION COSTS	\$5,739,764
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AVAILABLE PROJECT FUNDING	\$3,130,551
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TOTAL ADDITIONAL FUNDS REQUESTED	\$2,609,213
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FIVE YEAR CIP FY2024 ASSUMPTION	\$2,000,000
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<i>**Architect's Initial Estimated Budget</i>	\$4,747,802
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No Fountain Option



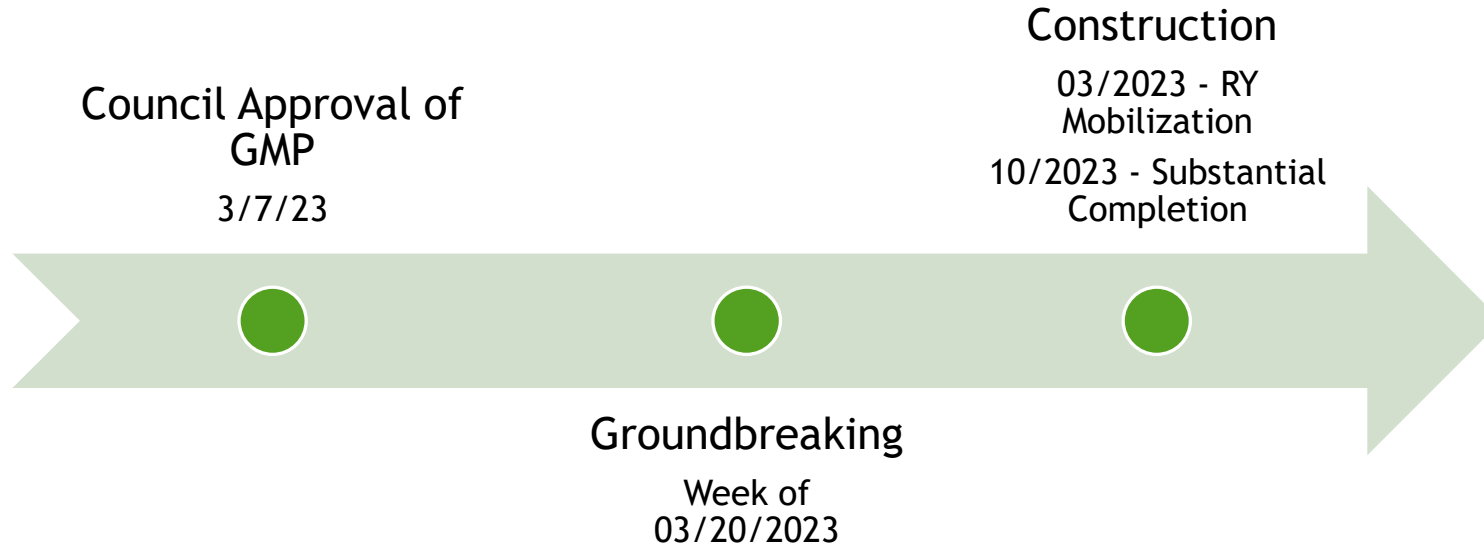




Anticipated Total Project Budget without the Fountain

Direct Construction Costs w/ Fountain	\$5,739,764.00
Remove Fountain	(\$1,484,285.00)
Add Planters/Irrigation/Sidewalks	\$794,945.00
TOTAL DIRECT COSTS OF CONSTRUCTION	\$5,050,424.00
AVAILABLE PROJECT FUNDING	\$3,130,551.00
TOTAL ADDITIONAL FUNDS REQUESTED	\$1,919,873.00
FIVE YEAR CIP FY2024 ASSUMPTION	\$2,000,000.00

NEXT STEPS



**STATE OF GEORGIA
COUNTY OF FULTON**

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS TO APPROVE FINAL DESIGN FOR CONSTRUCTION OF THE VETERANS PARK PROJECT; TO APPROVE A GUARANTEED MAXIMUM PRICE OF \$5,050,424.00 FOR THE PROJECT; AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT BY CHANGE ORDER

WHEREAS, in 2019, the Mayor and City Council authorized City of Sandy Springs ("City") management to move forward with a plan to develop a Veterans Memorial Park ("Project") in the triangular shaped lot between Mt. Vernon Highway and Johnson Ferry Road directly across from the City Springs development; and

WHEREAS, preliminary concept plans for the Project were developed by Barge Design Solutions, Inc.; and

WHEREAS, based on the preliminary concept plans presented by Barge and feedback from City staff and Mayor and Council, three (3) more specific plans were created by Barge; and

WHEREAS, on December 20, 2022, at regular Council meeting, City Council adopted a resolution approving a contract with Reeves Young, LLC ("Contract") to perform construction manager at risk services for final construction of the Project; and

WHEREAS, in accordance with Contract provisions, Reeves Young presented the City with two (2) options: (1) a GMP of \$5,739,764.00 for Option A, which is a design to include a fountain; and (2) a GMP of \$5,050,424.00 for Option B, which is a design with no fountain; and

WHEREAS, after considering both options, City Council desires to adopt Option B, which is a design with no fountain with a GMP of \$5,050,424.00, and to authorize the City Manager to amend the Contract; and

WHEREAS, staff will prepare a change order meeting the requirements of the Contract for Option B which, when executed, will effectively amend the Contract for the scope of Option B in the amount of \$5,050,424.00;

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

1. Design Option B, which is a design with no fountain, is hereby adopted as the final design for the Project; and
2. a GMP for the Project in the amount of \$5,050,424.00 for Option B is hereby approved; and
3. staff is hereby directed to prepare a change order consistent with the scope and GMP amount for Option B and consistent with the requirements of the Contract; and
4. the City Manager is hereby authorized to execute the prepared change order for Option B described above, subject to review and approval of the City Attorney and the Chief Financial Officer for the City; and
5. 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 the _____ day of _____, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Rocky Gonzalez, City Clerk

(Seal)

**STATE OF GEORGIA
COUNTY OF FULTON**

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS TO APPROVE FINAL DESIGN FOR CONSTRUCTION OF THE VETERANS PARK PROJECT; TO APPROVE A GUARANTEED MAXIMUM PRICE OF \$5,739,764.00 FOR THE PROJECT; AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT BY CHANGE ORDER

WHEREAS, in 2019, the Mayor and City Council authorized City of Sandy Springs ("City") management to move forward with a plan to develop a Veterans Memorial Park ("Project") in the triangular shaped lot between Mt. Vernon Highway and Johnson Ferry Road directly across from the City Springs development; and

WHEREAS, preliminary concept plans for the Project were developed by Barge Design Solutions, Inc.; and

WHEREAS, based on the preliminary concept plans presented by Barge and feedback from City staff and Mayor and Council, three (3) more specific plans were created by Barge; and

WHEREAS, on December 20, 2022, at regular Council meeting, City Council adopted a resolution approving a contract with Reeves Young, LLC ("Contract") to perform construction manager at risk services for final construction of the Project; and

WHEREAS, in accordance with Contract provisions, Reeves Young presented the City with two (2) options: (1) a GMP of \$5,739,764.00 for Option A, which is a design to include a fountain; and (2) a GMP of \$5,050,424.00 for Option B, which is a design with no fountain; and

WHEREAS, after considering both options, City Council desires to adopt Option A, which is a design to include a fountain with a GMP of \$5,739,764.00, and to authorize the City Manager to amend the Contract; and

WHEREAS, staff will prepare a change order meeting the requirements of the Contract for Option A which, when executed, will effectively amend the Contract for the scope of Option A in the amount of \$5,739,764.00;

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

1. Design Option A, which is a design to include a fountain, is hereby adopted as the final design for the Project; and
2. a GMP for the Project in the amount of \$5,739,764.00 for Option A is hereby approved; and
3. staff is hereby directed to prepare a change order consistent with the scope and GMP amount for Option A and consistent with the requirements of the Contract; and
4. the City Manager is hereby authorized to execute the prepared change order for Option A described above, subject to review and approval of the City Attorney and the Chief Financial Officer for the City; and
5. 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 the _____ day of _____, 2022.

Approved:

Russell K. Paul, Mayor

Attest:

Rocky Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: Michael Perry, Director of Recreation and Parks
DATE: February 17, 2023 Submission for the March 7, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve the Fiscal Year 2023 Nonprofit Arts and Recreation Grant Awards

Recommendation:

Based upon evaluation of the Proposals in accordance with the criteria and process described in the RFP, the Evaluation Committee recommends award of Nonprofit Arts and Recreation Grant ("NARG") funds to the below-named nonprofit organizations in the amounts and for the purposes described in the results table.

Background:

The City of Sandy Springs ("City") created a program ("Program") in Fiscal Year 2022 to collaborate with duly organized nonprofit entities to offer new programming or to expand eligible existing recreational programs targeted to underserved populations and low-income communities within the City. Recognizing the value of the Program, Mayor and City Council appropriated \$75,000 for a Nonprofit Arts and Recreation Grant ("NARG") program for Fiscal Year 2023.

Two types of grants were offered this year; category one grants were for partial funding of the previous year's grants, while category two grants were for "new" programs. All grants were targeted to Sandy Springs' underserved and low-income populations.

On September 28, 2022, the City issued a Request for Proposals #23-001 ("RFP") to solicit responses ("Proposals") from qualified nonprofit organizations ("Offerors") to partner with the City's Recreation and Parks Department to provide programs and recreational activities for the benefit of residents of the City. Each eligible nonprofit organization proposing and meeting the requirements of the RFP were allowed to request up to \$15,000 (Category One – Continuation Programs) and \$25,000 (Category Two – New Programs) in NARG funding. Proposals were due on November 3, 2022.

Discussion:

The City assembled a team of City personnel ("Evaluation Committee") to evaluate the submitted Proposals using the criteria set forth in the RFP, and to recommend qualified nonprofit organizations to receive funds from the NARG for specific eligible programs. The Evaluation Committee consisted of the following individuals:

1. Raquel Gonzalez, City Clerk
2. Jane Jarrett, Recreation and Parks Program Coordinator
3. Major Mike Lindstrom, Police Department

4. Michael Perry, Recreation and Parks Director
5. Kristin Smith, Assistant City Manager

On November 3, 2022, the City received Proposals from the following seven (7) Offerors:

1. Sandy Springs Youth Sports
2. Horizons Atlanta
3. Catalyst Sports
4. Los Ninos Primero
5. Northside Youth Organization
6. Phoenix Gymnastics
7. The Healthy Youth USA Foundation

Section 8, Item 3 of RFP 23-0001 states that no Proposal shall be accepted from, and no funds will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City. At the time of evaluation, Phoenix Gymnastics was in arrears to the City with respect to debt and the Agreement for Services for Hammond Gymnastics Center Operations has subsequently been terminated. The proposal submitted by Phoenix Gymnastics was deemed non-responsive to the requirements of the RFP. As a result, the Offeror was eliminated from consideration for funding.

Evaluation Criteria

Pursuant to Section 4 of the RFP, the City ranked Proposals according to the following criteria:

Criteria for Consideration (Category one)	Weight in Evaluation
Providing creative programs to meet the needs of underserved, diverse, and low to moderate income Sandy Springs residents	40%
Impact (number of Sandy Springs residents served)	30%
Program performance measures	15%
Financial reports	5%
Program Partnerships (two or more nonprofits)	5%
Matching funding	5%
Criteria for Consideration (Category two)	Weight in Evaluation
Providing creative programs to meet the needs of underserved, diverse, and low to moderate income Sandy Springs residents	40%

Impact (number of Sandy Springs residents served)	20%
Program performance measures	15%
Financial reports	10%
Tenure of nonprofit(s)	5%
Program partnerships (two or more nonprofits providing programs together)	5%
Matching funding	5%

Results

Following individual Proposal review and scoring, the Evaluation Committee members met as a group to discuss the Proposals. Following discussion and final scoring, the Evaluation Committee recommends funding for the following nonprofit organizations for the programming indicated:

Nonprofit Organization	Category 1 Program (CONTINUATION)	Amount
Horizons Atlanta	Support cohort continuation of students (rising first grad) at the Holy Innocents' Episcopal School summer learning program. Offerings include academics with an emphasis on literacy and STEAM, field trips, swimming, yoga, art dance, physical education, and music. Horizons students all qualify for free or reduced lunch, and no tuition is required to participate in the program.	\$15,000
Northside Youth Organization ("NYO")	Provide scholarships for children to cover the registration, and equipment needs to be involved in the selected sport.	\$15,000
The Healthy Youth USA Foundation	Provide for continuation of June summer camp program for elementary-age children. The program requires students to provide free or reduced lunch verification or other explanation of need to qualify and is provided at no cost.	\$15,000
	TOTAL	\$45,000
Nonprofit Organization	Category 2 Program (NEW)	Amount

Horizons Atlanta	Support new cohort of students (rising first grade) at the Holy Innocents' Episcopal School summer learning program. Offerings include academics with an emphasis on literacy and STEAM, field trips, swimming, yoga, art dance, physical education, and music. Horizons students all qualify for free or reduced lunch, and no tuition is required to participate in the program.	\$25,000
Catalyst Sports	Provide river programming to their target population with disabilities. Grant funding would support outreach and marketing, staff and overhead, equipment purchases, staff training, and program implementation.	\$25,000
Sandy Springs Youth Sports ("SSYS")	Provide program registration and associated sports equipment and create free youth sports camps and clinics.	\$25,000
Los Niños Primero	Provide Swim, Paddle, and Wilderness Discovery programs to low-income and Latino families in Sandy Springs. The provider plans to partner with local nonprofits, including Paddle4Tomorrow, Chattahoochee Nature Center, Chattahoochee Riverkeeper, and Solidarity Sandy Springs to provide these experiences.	\$25,000
The Healthy Youth USA Foundation	Provide July summer camp program scholarships for elementary-age children. The program requires students to provide free or reduced lunch verification or other explanation of need to qualify and is provided at no cost.	\$15,000
	TOTAL	\$115,000

Financial Impact:

The recommended grant awards total \$160,000, exceeding the budgeted amount of \$75,000 for the program. Should the Council desire to award as recommended, a budget amendment in the amount of \$85,000 will be forthcoming to appropriate the remaining funding.

Alternatives:

The Mayor and City Council could choose not to award as recommended or award some of the grants.

Review:

Erika Sherman, Administrative Asst.
Michael Perry, Director of Recreation and Parks
Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Kathy Williams, Staff Attorney
Eden Freeman, City Manager

Created/Initiated - 2/10/2023
Approved - 2/13/2023
Approved - 2/15/2023
Approved - 2/16/2023
Approved - 2/16/2023
Final Approval - 3/3/2023

Attachments:

1. 2022-02-01_Resolution

**STATE OF GEORGIA
COUNTY OF FULTON**

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS
TO APPROVE AWARD OF FUNDS TO ELIGIBLE NONPROFIT ORGANIZATIONS
FROM NONPROFIT ART AND RECREATION GRANT PROGRAM; TO AUTHORIZE
THE CITY MANAGER TO EXECUTE CONTRACTS WITH SUCH NONPROFITS FOR
SAME; AND FOR OTHER PURPOSES**

WHEREAS, during Budget Workshop #2, City Council requested the allocation of funds for a non-profit art and recreation grant (“NARG”) program (“Program”); and

WHEREAS, funding up to \$75,000 was allocated in the Fiscal Year 2023 budget (“Allocated Amount”) to establish the Program; and

WHEREAS, to advance that goal, on September 28, 2022, the City issued a request for proposals (“RFP”) soliciting responses (“Proposals”) from nonprofit organizations wishing to provide continuation of 2022 NARG programs, add new programs or to expand existing recreational programs targeted to underserved populations and low-income communities within the City of Sandy Springs, with Proposals due on November 3, 2022; and

WHEREAS, in response to the RFP, nine (9) proposals were received; and

WHEREAS, the City formed a team of City personnel (“Evaluation Committee”) to evaluate Proposals submitted; and

WHEREAS, following evaluation, the Evaluation Committee recommends that NARG funds be awarded to six (6) local nonprofit organizations that submitted Proposals for eligible programming: Horizons Atlanta, Inc.; Los Ninos Primero; Northside Youth Organization; Catalyst Sports; Sandy Springs Youth Sports; and The Healthy Youth USA Foundation (together, “Award Recipients”); and

WHEREAS, the recommendations of the Evaluation Committee result in grants totaling \$160,000.00; and

WHEREAS, staff will request Council to approve a budget amendment to provide for the remainder of the funds in the amount of \$85,000.00; and

WHEREAS, the recommendations of the Evaluation Committee are contained in the evaluation memorandum attached hereto (“Evaluation Memorandum”); and

WHEREAS, the City has the express authority, by and through its duly elected and/or appointed officials, to enter into a contract with a nonprofit organization to increase or expand upon recreational and park programs; and

WHEREAS, the terms and conditions of each grant awarded under the Program will be pursuant to a contract that will require the nonprofit, among other things, to submit regular progress reports related to the grant and to use the awarded funds only for the benefit of Sandy Springs residents.

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

RESOLUTION NO. 2023-_____

1. Funds from the Program are hereby awarded to the Award Recipients consistent with the recommendations of the Evaluation Committee in the attached Evaluation Memorandum, as follows:
 - a. A grant to Horizons Atlanta in the amount of \$40,000 for the purposes stated in the Evaluation Memorandum, subject to Horizons Atlanta meeting all contract requirements.
 - b. A grant to Los Ninos Primero in the amount of \$25,000 for the purposes stated in the Evaluation Memorandum, subject to Los Ninos Primero meeting all contract requirements;
 - c. A grant to Northside Youth Organization in the amount of \$15,000 for the purposes stated in the Evaluation Memorandum, subject to Northside Youth Organization meeting all contract requirements;
 - d. A grant to Sandy Springs Youth Sports in the amount of \$25,000 for the purposes stated in the Evaluation Memorandum, subject to Sandy Springs Youth Sports meeting all contract requirements;
 - e. A grant to The Healthy Youth USA Foundation in the amount of \$30,000 for the purposes stated in the Evaluation Memorandum, subject to The Healthy Youth USA Foundation meeting all contract requirements.
 - f. A grant to Catalyst Sports in the amount of \$25,000 for the purposes stated in the Evaluation Memorandum, subject to Catalyst Sports meeting all contract requirements.
2. The City Manager and City Attorney are hereby authorized to draft appropriate contracts with the nonprofit recipients setting forth the conditions and requirements for the approved funding grants;
3. The City Manager is hereby authorized to execute the approved contracts;
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 _____, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM:

DATE: November 11, 2022 Submission for the March 7, 2023 City Council Meeting

ITEM: Staff Reports

Recommendation:

Background:

Discussion:

Financial Impact:

Alternatives:

Review:

Raquel Gonzalez, City Clerk

Raquel Gonzalez, City Clerk

Toni Carlisle, Chief Financial Officer

Kathy Williams, Staff Attorney

Eden Freeman, City Manager

Created -

Attachments:

None