



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, August 1, 2023

Regular Meeting

5:00 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: www.SandySpringsGA.gov/stream

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. **2023-218** Meeting Minutes
July 18, 2023 City Council Meeting

B. **2023-219** Request for Mayor and City Council Consideration of Acceptance of the
Dedication of Right of Way and Permanent Grading Easement on Property
Located in Land Lot 90 of the 17th District, Fulton County, City of Sandy
Springs, Georgia
(Presented by William H. Martin, Jr., AIA, Public Works Director)

VII. Presentations

A. **2023-220** A Proclamation Recognizing Purple Heart Day in Sandy Springs
(Presented by Rusty Paul, Mayor)

VIII. Public Hearing

A. **2023-208** ABL No. 96226

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

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



SANDY SPRINGS

GEORGIA

**Tabled at the July 18, 2023 City Council Meeting*

Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for Yalda AR LLC d/b/a Yalda 6500 Aria Blvd, Unit 500, Sandy Springs, GA 30328.

Applicant is Ashkan Famili for Consumption on the premises Wine, Malt, and Distilled Spirits.

(Presented by Toni Carlisle, Chief Financial Officer)

B. 2023-221 ABL No. 102570

Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for Paint Me Peachy INC d/b/a Painting with A Twist – 6780 Roswell Rd D-120, Sandy Springs, GA 30328

Applicant is Kimberley S. Clark for Consumption on the Premises Wine (BYOB)

(Presented by Toni Carlisle, Chief Financial Officer)

IX. New Business

A. 2023-222 Request for Mayor and City Council Consideration to Approve an Agreement by and between the City of Sandy Springs and the Fulton Perimeter Community Improvement District for the Glenridge Drive Side Path from Hammond Drive to Wellington Trace

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

B. 2023-223 Request for Mayor and City Council Consideration to Approve an Agreement by and between the City of Sandy Springs and the Fulton Perimeter Community Improvement District for the Peachtree Dunwoody Bike/Pedestrian Trail Project from Hammond Drive to Mount Vernon Highway

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

C. 2023-224 Request for Mayor and City Council Consideration to Approve a Memorandum of Agreement between the City of Sandy Springs and the Georgia Department of Transportation for Roadway Lighting on State Route 9/Roswell Road from Lake Placid Drive to Northwood Drive

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

D. 2023-225 Request for Mayor and City Council Consideration of Contract Award for Pavement Markings for Public Works Services and to Authorize the City Manager to Execute the Contract

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

E. 2023-226 Request for Mayor and City Council Consideration to Approve the Appropriation

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

The City will make reasonable accommodations for those persons.

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SANDY SPRINGS

GEORGIA

of Certain Property Rights and Interests Located at 0 Johnson Ferry Road (Tax Parcel #: 17-0089-0007-041-5) Through the Use of Eminent Domain As It Relates to the Johnson Ferry Road/Mount Vernon Highway Intersection Improvements Project

(Presented by Dan Lee, City Attorney)

X. Reports

A. **2023-227** Mayor and Council Report

B. **2023-228** Staff Reports

XI. Executive Session - Real Estate & Litigation

XII. Adjournment

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

The City will make reasonable accommodations for those persons.

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



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: July 3, 2023 Submission for the August 1, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of the Dedication of Right of Way and Permanent Grading Easement on Property Located in Land Lot 90 of the 17th District, Fulton County, City of Sandy Springs, Georgia

Recommendation:

Staff recommends that the Mayor and City Council accept the right of way deed and permanent easement, dedicating all that tract or parcel of land lying and located in Land Lot 90 of the 17th District, Fulton County, City of Sandy Springs, Georgia. The property, as shown in the attached exhibits, is being dedicated by the property owners CARPENTER DRIVE SELF STORAGE, LLC., a Georgia Limited Liability Company and located at 1298 CONCORD RD SE, SMYRNA GA 30080, Georgia. The total amount of Right of Way being dedicated is 2,023 square feet (0.046 acres) and the total amount of Permanent Grading and Scope Easement being dedicated is 94 square feet (0.00215 acres), respectfully being dedicated as required by the Development Regulations Ordinance in Connection with Community Development File # LDP 21-0008.

Background:

Section 103-75 of the Development Regulations specifies a minimum-required right of way width based on street classifications. Such width must be dedicated prior to the approval of an Exemption Plat, Final Plat or a Land Disturbance Permit submittal. Property specific zoning conditions may increase or reduce the amount of required right of way. Additionally, the right of way must be either the minimum width from centerline, 11' from the back of curb or 1' behind the sidewalk, whichever is greater.

Right of way is being dedicated along Carpenter Drive per the requirements/conditions of the Development Regulations Ordinance. The property owner has paid the recording fees and has met the requirements of the Transportation Services Unit of the Public Works Department and the City's Right of Way Specialist for the dedication of the right of way.

Discussion:

N/A

Financial Impact:

None. This is a dedication at no cost to the City.

Alternatives:

N/A

Review:

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

Created/Initiated - 7/20/2023
Approved - 7/20/2023
Approved - 7/24/2023
Approved - 7/27/2023
Final Approval - 7/28/2023

Attachments:

1. Aerial Map
2. Executed Right of Way Deed for Dedication
3. Executed Permanent Grading Easement for Dedication
4. Resolution

17 009000020326, 400 CARPENTER DR, SANDY SPRINGS



July 5, 2023

Parcel Dimensions

Tax Parcels

Street Centerline

Minor Arterial/Local

Image

Red: Band_1

Green: Band_2

Blue: Band_3

Image

Red: Band_1

Green: Band_2

Blue: Band_3

Tyler_Transportation, Tyler_TaxParcels

Fulton County
Page 6 of 74

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

Cross reference:
Deed Book _____, Page _____
Tax Parcel No: _____

DEED FOR DEDICATION OF RIGHT OF WAY

STATE OF GEORGIA FULTON COUNTY

THIS INDENTURE made this 23rd day of June, 2023, between CARPENTER DRIVE SELF STORAGE, LLC, as Grantor(s), and the CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation of the State of Georgia, as Grantee.

WITNESSETH: That for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, Grantor does grant and convey unto Grantee, its successors and assigns, the following property, to wit:

That tract of land lying and being in Land Lot 90 of the 17th District of Fulton County, Georgia and being more particularly described in Exhibit "A" and shown on Exhibit "B" both hereby made part of by reference.

It is the intent of both parties that the Grantee shall receive fee simple Right of Way along Carpenter Drive, with a total depth of 26-27 feet from existing centerline and equaling 2,023 square feet (0.046 acres) for the purpose of road improvements. This dedication is in conjunction with the City of Sandy Springs Community Development Department File No.: LDP21-00081.

To have and to hold the bargained premises unto Grantee, its successors and assigns forever in fee simple.

Grantor(s) will forever warrant and defend the title to the bargained premises unto Grantee, its successors and assigns against the claims of all persons whomsoever.

IN WITNESS WHEREOF Grantor has here unto caused this deed to be executed and its seal affixed hereto the day and year above written.

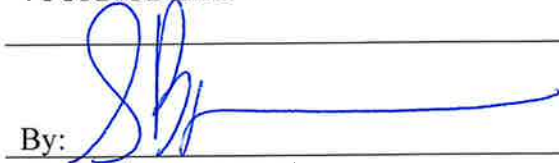
Signed, sealed, and delivered in the presence of:

GRANTOR(s): CARPENTER DRIVE SELF
STORAGE LLC



Unofficial Witness

Name: ANDREW HANNON



By:

(SEAL)

Name: S. Joseph Burke

Title: Manager



Notary Public

My commission expires Oct. 18, 2026

(notary seal)

By:

(SEAL)

Name:

Title:

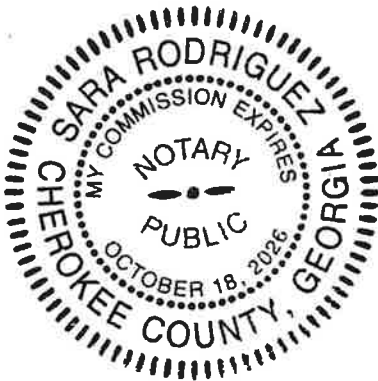


Exhibit "A"

Proposed Right of Way Dedication

Carpenter Drive Self Storage R/W Dedication

All that tract or parcel of land lying and being in Land Lot 90 of the 17th District, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a 1/2" Rebar Set on the Existing Southern right of way line of Carpenter Drive (Variable right of way), at the intersection with the East line of Land Lot 90, said 1/2" Rebar Set having Georgia West Grid coordinates of N:1423750.323, E:2232643.975; thence from said POINT OF BEGINNING leaving said right of way line of Carpenter Drive along said East line of Land Lot 90 proceeding South 01 Degrees 08 Minutes 22 Seconds West a distance of 10.11 feet to a 1/2" Rebar Set on the Proposed Right of Way line of Carpenter Drive; thence leaving said East line of Land Lot 90 and along said Proposed Right of Way line proceeding South 84 Degrees 24 Minutes 43 Seconds West a distance of 22.86 feet to a calculated point; thence with a curve turning to the left with an arc length of 162.49 feet to a calculated point, said arc having a radius of 299.08 feet, a chord bearing of South 70 Degrees 40 Minutes 30 Seconds West, and a chord length of 160.50 feet; thence South 57 Degrees 01 Minutes 53 Seconds West a distance of 9.20 feet to a 1/2" Rebar Set; thence leaving said Proposed Right of Way line proceeding North 30 Degrees 24 Minutes 30 Seconds West a distance of 10.06 feet to a 1/2" Rebar Found on the Existing Southern right of way line of Carpenter Drive (Variable right of way); thence along said Existing Southern right of way line proceeding with a curve turning to the right with an arc length of 200.17 feet to a 1/2" Rebar Set and the POINT OF BEGINNING, said arc having a radius of 332.07 feet, a chord bearing of North 71 Degrees 44 Minutes 13 Seconds East, and a chord length of 197.15 feet.

Having an area of 2023 Sq. Ft., 0.046 Acres, as shown and described as Proposed Right of Way Dedication Area on Right of Way Dedication Plat by Georgia Land Surveying Co., bearing the seal and certification of Josh L. Lewis IV, Georgia Registered Land Surveyor No. 3028, and being referenced as Job Number 203027:2.

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

Cross reference:
Deed Book _____, Page _____
Tax Parcel No: _____

PERMANENT EASEMENT

(Dedication – City File No: LDP 21-00081)

STATE OF GEORGIA FULTON COUNTY

THIS INDENTURE, made this 12th day of July, 2023, between CARPENTER DRIVE SELF STORAGE, LLC, as Grantor(s), and the CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation of the State of Georgia, as Grantee.

WITNESSETH: That for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, Grantor does grant and convey unto Grantee, its successors and assigns, the following property, to wit:

That tract of land lying and being in Land Lot 90 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described in Exhibit "A" and shown on Exhibit "B" both hereby made part of by reference.

It is the intent of both parties that the Grantee shall receive a permanent easement along Carpenter Drive, with a total depth of 3 feet and 8feet from and equaling 94 square feet (0.00215 acres) for the purpose of future sidewalk improvements. This dedication is in conjunction with the City of Sandy Springs Community Development Department File No: LDP 21-00081

The permanent easement herein shall bind the Grantor, its heirs and assigns and shall inure to the benefit of the successors of in title of Grantor.

IN WITNESS WHEREOF Grantor has here unto caused this deed to be executed and its seal affixed hereto the day and year above written.

Signed, sealed, and delivered in the presence of:

GRANTOR(s):



Unofficial Witness

Name: Federico Rypin



By: _____ (SEAL)

Name: S. Joseph Burke

Title: Manager



Notary Public

My commission expires Oct. 18, 2026

(notary seal)

By: _____ (SEAL)

Name: _____

Title: _____



EXHIBIT "A"
Legal Description

#1 Permanent Grading and Slope Easement for Future Sidewalk Extension

All that tract or parcel of land lying and being in Land Lot 90 of the 17th District, Fulton County, Georgia, City of Sandy Springs, and being more particularly described as follows:

Commencing at a 1/2" Rebar Set on the Southern right of way line of Carpenter Drive (Variable right of way), at the intersection with the East line of Land Lot 90, said 1/2" Rebar Set having Georgia West Grid coordinates of N:1423750.323, E:2232643.975, thence leaving said right of way South 01 Degrees 08 Minutes 22 Seconds West a distance of 10.11 feet to a 1/2" Rebar Set and the POINT OF BEGINNING, thence South 01 Degrees 08 Minutes 22 Seconds West a distance of 8.00 feet to a Point, thence South 84 Degrees 24 Minutes 43 Seconds West a distance of 8.00 feet to a Point, thence North 01 Degrees 08 Minutes 22 Seconds East a distance of 8.00 feet to a Point, thence North 84 Degrees 24 Minutes 43 Seconds East a distance of 8.00 feet to the POINT OF BEGINNING.

Having an area of 64 SQ. FT., as shown and described as #1 Permanent Grading and Slope Easement for Future Sidewalk Extension on Right of Way Dedication Plat by Georgia Land Surveying Co., bearing the seal and certification of Josh L. Lewis IV, Georgia Registered Land Surveyor No. 3028, and being referenced as Job Number 203027:5.

#2 Permanent Grading and Slope Easement for Future Sidewalk Extension

All that tract or parcel of land lying and being in Land Lot 90 of the 17th District, Fulton County, Georgia, City of Sandy Springs, and being more particularly described as follows:

Commencing at a 1/2" Rebar Set on the Southern right of way line of Carpenter Drive (Variable right of way), at the intersection with the East line of Land Lot 90, said 1/2" Rebar Set having Georgia West Grid coordinates of N:1423750.323, E:2232643.975, thence leaving said right of way South 68 Degrees 35 Minutes 23 Seconds West a distance of 184.80 feet to the POINT OF BEGINNING, thence with a curve turning to the left an arc distance of 0.84 feet, said arc having a radius of 296.08 feet, a chord bearing of South 55 Degrees 10 Minutes 56 Seconds West, and a chord length of 0.84 feet to a Point, thence South 57 Degrees 01 Minutes 53 Seconds West a distance of 9.38 feet to a Point, thence North 30 Degrees 24 Minutes 30 Seconds West a distance of 3.00 feet to a Point, thence North 57 Degrees 01 Minutes 53 Seconds East a distance of 9.20 feet to a Point, thence with a curve turning to the right an arc distance of 0.80 feet, said arc having a radius of 299.08 feet, a chord bearing of North 55 Degrees 11 Minutes 14 Seconds East, and a chord length of 0.80 feet to a Point, thence South 34 Degrees 44 Minutes 11 Seconds East a distance of 3.00 feet to the POINT OF BEGINNING.

Having an area of 30 SQ. FT., as shown and described as #2 Permanent Grading and Slope Easement for Future Sidewalk Extension on Right of Way Dedication Plat by Georgia Land Surveying Co., bearing the seal and certification of Josh L. Lewis IV, Georgia Registered Land Surveyor No. 3028, and being referenced as Job Number 203027:5.

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT THE DEDICATION OF RIGHT OF WAY AND PERMANENT
GRADING EASEMENT ON PROPERTY LOCATED IN LAND LOT 90 OF THE 17th DISTRICT,
FULTON COUNTY, CITY OF SANDY SPRINGS, GEORGIA**

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

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

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

That they approve the acceptance of the dedication of a Right of Way Deed and Permanent Grading Easement from CARPENTER DRIVE STORAGE, LLC, on property more particularly described as 400 Carpenter Drive in Sandy Springs, Georgia. This dedication is associated with Community Development File# LDP 21-0008.

As required per conditions of the Development Regulations Ordinance, the City authorizes the acceptance of the required 2,023 square feet (0.046 acres) of Right of Way along with the 94 square feet (0.00215 acres) of Permanent Grading Easement along Carpenter Drive in land lot 90 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this the 1st day of August 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk
(Seal)

Proclamation

Purple Heart Day 2023

WHEREAS, the Purple Heart is the oldest declaration in present use and was initially created as the Badge of Military Merit by George Washington in 1782; and

WHEREAS, in 1932, upon the 200th anniversary of George Washington's birth, the Purple Heart was revived as a medal recognizing American soldiers wounded or killed in the line of duty, and was emblazoned with George Washington's profile and coat of arms; and

WHEREAS, the mission of the Military Order of Purple Heart, chartered by an act of Congress, is to foster an environment of goodwill among the combat wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly, make sure that we never forget; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

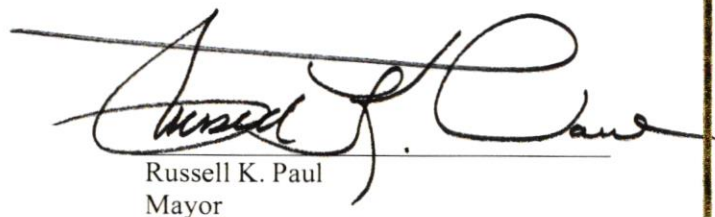
WHEREAS, the contributions and sacrifices of the men and women from Sandy Springs who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by all citizens; and

WHEREAS, the City of Sandy Springs is a Purple Heart City, and appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support they have earned.

NOW, THEREFORE, I, Russell K. Paul, by virtue of the authority vested in me as Mayor of the City of Sandy Springs and on behalf of the City Council, proclaim August 7, 2023, Purple Heart Day in Sandy Springs, a Purple Heart City.

Given under my hand and the Seal of the City of Sandy Springs, Georgia, on this 1st day of August 2023.

CITY OF SANDY SPRINGS, GEORGIA



Russell K. Paul
Mayor



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Toni Carlisle, Chief Financial Officer

DATE: July 25, 2023 Submission for the August 1, 2023 City Council Meeting

ITEM: ABL No. 96226

**Tabled at the July 18, 2023 City Council Meeting*

Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for Yalda AR LLC d/b/a Yalda 6500 Aria Blvd, Unit 500, Sandy Springs, GA 30328.

Applicant is Ashkan Famili for Consumption on the premises Wine, Malt, and Distilled Spirits.

Recommendation:

Approve the application for New Business - Consumption on the premises Wine, Malt, and Distilled Spirits for Yalda AR LLC d/b/a Yalda 6500 Aria Blvd, Unit 500, Sandy Springs, GA 30328

Background:

Consideration of this item was tabled at the July 18, 2023 City Council meeting.

Discussion:

This is a New Business for Consumption on the premises Wine, Malt, and Distilled Spirits. The business is located at –6500 Aria Blvd, Unit 500, Sandy Springs, GA 30328. Applicant submitted a completed application on July 7, 2022, and updated their application on July 19, 2023. Applicant has passed the background investigation.

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue – \$4,325.00

Alternatives:

None

Review:

Raquel Gonzalez, City Clerk
Pellum Peters, Revenue Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney

Created/Initiated - 7/25/2023
Approved - 7/25/2023
Approved - 7/26/2023
Approved - 7/27/2023

Eden Freeman, City Manager

Final Approval - 7/28/2023

Attachments:

1. Final hearing letter- Yalda
2. public hearing letter- Yalda



SANDY SPRINGS

GEORGIA

To: Eden Freeman, City Manager

From: Toni Carlisle, Chief Financial Officer

Date: June 25, 2023, Submission onto the August 1st, 2023, City Council Meeting

Agenda Item: 96226 - Approval of Alcoholic Beverage License Application for Yalda AR LLC d/b/a Yalda – 6500 Aria Blvd, Unit 500, Sandy Springs GA 30328

Applicant is Ashkan Famili for Consumption on the Premises Wine, Beer & Distilled Spirits.

CMO (City Manager's Office) Recommendation:

Approve the application Consumption on the Premises Wine, Beer & Distilled Spirits for Yalda AR LLC d/b/a Yalda – 6500 Aria Blvd, Unit 500, Sandy Springs GA 30328

Background:

Applicant submitted a completed application on June 14, 2022. Applicant has passed the background investigation.

Discussion:

This is a New Business for Consumption on the Premises Wine, Beer & Distilled Spirits. The business is located at – 6500 Aria Blvd, Unit 500, Sandy Springs GA 30328

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue – \$4,325

Concurrent Review:

Melissa Barajas, Revenue Specialist



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
23-96226**

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

DATE & TIME: August 1st, 2023
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption on the Premises Wine, Beer
And Distilled Spirits.

APPLICANT: Yalda AR LLC
DBA Yalda
6500 Aria Blvd
Unit 500
Sandy Springs GA 30328



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Toni Carlisle, Chief Financial Officer

DATE: June 26, 2023 Submission for the August 1, 2023 City Council Meeting

ITEM: ABL No. 102570

Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License
Application for Paint Me Peachy INC d/b/a Painting with A Twist – 6780 Roswell Rd D-120,
Sandy Springs, GA 30328

Applicant is Kimberley S. Clark for Consumption on the Premises Wine (BYOB)

Recommendation:

Approve the application Package Wine & Malt Beverages for Paint Me Peachy INC d/b/a Painting with A Twist – 6780 Roswell Rd D-120, Sandy Springs GA 30328.

Background:

Applicant submitted a completed application on June 2, 2023. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership for Consumption on the Premises Wine (BYOB). The business is located at – 6780 Roswell Rd D-120, Sandy Springs GA 30328

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue – \$1,325

Alternatives:

None.

Review:

Melissa Barajas, Revenue Technician
Pellum Peters, Revenue Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 6/26/2023
Approved - 7/25/2023
Approved - 7/26/2023
Approved - 7/27/2023
Final Approval - 7/28/2023

Attachments:

1. public hearing letter- painting with a twist
2. Final hearing letter- painting with a twist



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
23-102570**

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

DATE & TIME: August 1st, 2023
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption on the Premises Wine (BYOB)

APPLICANT: Paint Me Peachy INC
DBA Painting with A Twist
6780 Roswell Rd
D-120
Sandy Springs GA 30328



To: Eden Freeman, City Manager

From: Toni Carlisle, Chief Financial Officer

Date: June 26, 2023, Submission onto the August 1, 2023, City Council Meeting

Agenda Item: 102570 - Approval of Alcoholic Beverage License Application for Paint Me Peachy INC d/b/a Painting with A Twist – 6780 Roswell Rd D-120, Sandy Springs GA 30328

Applicant is Kimberley S Clerk for Consumption on the Premises Wine (BYOB)

CMO (City Manager's Office) Recommendation:

Approve the application Package Wine (BYOB) for Paint Me Peachy INC d/b/a Painting with A Twist – 6780 Roswell Rd D-120, Sandy Springs GA 30328

Background:

Applicant submitted a completed application on June 2, 2023. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership for Consumption on the Premises Wine (BYOB). The business is located at – 6780 Roswell Rd D-120, Sandy Springs GA 30328

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue – \$1,325

Concurrent Review:

Melissa Barajas, Revenue Specialist



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: July 3, 2023 Submission for the August 1, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve an Agreement by and between the City of Sandy Springs and the Fulton Perimeter Community Improvement District for the Glenridge Drive Side Path from Hammond Drive to Wellington Trace

Recommendation:

City Staff recommends that the Mayor and City Council approve the Agreement by and between the City of Sandy Springs (the “City”) and the Fulton Perimeter Community Improvement District (the “CID”) for the Glenridge Drive Side Path from Hammond Drive to Wellington Trace Project (the “Project”).

Background:

The Project consists of the design, right-of-way acquisition, utility coordination and construction of a bicycle/pedestrian side path on the east side of Glenridge Drive from Hammond Drive to Wellington Trace. This is a TSPLOST 2021 Tier 1 project, and the CID has indicated interest in advancing this project as outlined in this Agreement.

Pursuant to the Agreement, the CID will be responsible for 50% of the funds required for the Project and the City will be responsible for 50% of the funds required for the Project. The City will execute the Project in accordance with applicable federal and state laws and regulations, and all City ordinances, rules, and regulations. The proposed Agreement was drafted by both the City and the CID and was approved by the CID Board on June 28, 2023.

Discussion:

The Project will consist of adding a 12-foot bicycle/pedestrian side path on the east side of Glenridge Drive from Hammond Drive to just south of Wellington Trace to tie into an existing side path. Project components will include side path, ADA compliant curb ramps, curb and gutter, storm drain structures, and standard City streetscape elements (lighting, brick pavers, and landscaping). When completed, this Project will improve bicycle and pedestrian facilities and traffic operations on Glenridge Drive between Hammond Drive and Wellington Trace.

Financial Impact:

The current estimated total cost for the Project is \$2,750,000.00. Per the Agreement, the CID will be responsible for 50% of the funds required for the Project, which come to a total of \$1,375,000.00. The funding details are shown in the below table. There are sufficient funds within TSPLOST 2021 Project S2122 to support this agreement.

	Preliminary Engineering	Right of Way	Utilities	Construction	Total
City (50%)	\$ 275,000	\$ 137,500	\$ 137,500	\$ 825,000	\$ 1,375,000
CID (50%)	\$ 275,000	\$ 137,500	\$ 137,500	\$ 825,000	\$ 1,375,000
Total Estimated Cost	\$ 550,000	\$ 275,000	\$ 275,000	\$ 1,650,000	\$ 2,750,000

Alternatives:

Should Mayor and City Council choose not to enter into the Agreement with the CID, the following are the alternatives:

1. The City could consider fully funding the Project and not enter into the Agreement; and
2. The City could consider not advancing the Project.

Review:

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

Created/Initiated - 7/20/2023
Approved - 7/20/2023
Approved - 7/24/2023
Approved - 7/27/2023
Final Approval - 7/28/2023

Attachments:

1. Agreement
2. Resolution

**AGREEMENT BY AND BETWEEN
THE CITY OF SANDY SPRINGS AND
THE FULTON PERIMETER COMMUNITY IMPROVEMENT DISTRICT
GLENRIDGE DRIVE SIDE PATH FROM HAMMOND DRIVE TO WELLINGTON TRACE**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the City of Sandy Springs, Georgia (the "City"), a municipal corporation organized and existing under the laws of the State of Georgia, and the Fulton Perimeter Community Improvement District (the "CID"), a community improvement district organized and existing under the laws of the State of Georgia and located in the City of Sandy Springs (the City and the CID each a "Party" and, collectively, "Parties").

WITNESSETH:

WHEREAS, the CID is a community improvement district authorized under 1987 Ga. Laws 5460 and approved by Resolution adopted September 5, 2001; and

WHEREAS, the CID was created to, among other things, address and improve transportation in the CID area; and

WHEREAS, the City has determined that facilitating and expediting the implementation of transportation improvement projects in the Sandy Springs area with the CID will enhance air quality, reduce highway and street congestion, promote public safety, enhance economic development, and generally improve the quality of life in the City and surrounding area; and

WHEREAS, the CID is uniquely positioned to fund, facilitate, and expedite the implementation of transportation improvement projects impacting the City identified by the City and the CID; and

WHEREAS, the City maintains a Public Works Department and is qualified to direct and administer the rights of ways in the City; and

WHEREAS, the City and the CID desire to enter into this Agreement to set forth the terms and conditions pursuant to which the CID and the City will implement the GLENRIDGE DRIVE SIDE PATH FROM HAMMOND DRIVE TO WELLINGTON TRACE PROJECT ("the Project").

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.
THE PROJECT**

The Glenridge Drive Side Path From Hammond Drive to Wellington Trace Project consists of the design, right-of-way acquisition, utility coordination and construction of a bicycle/pedestrian side path on the east side of Glenridge Drive from Hammond Drive to Wellington Trace.

This Agreement sets forth the terms and conditions pursuant to which the CID and the City will implement the Project. The Project shall comply with applicable federal and state laws and regulations and all City ordinances, rules, and regulations.

A. Project. The Glenridge Drive Side Path Project consists of adding a 12-foot bicycle/pedestrian side path on the east side of Glenridge Drive from Hammond Drive to just south of Wellington Trace to tie into an existing side path.

A map showing the general proposed limits of the Project and delineating the Project is attached hereto as Exhibit A. The contemplated cost and funding for the Project is attached hereto as Exhibit B.

B. Phases of Project Work. The Parties hereby acknowledge and agree that the Project shall be divided into four (4) phases, as follows: (1) Preliminary Engineering; (2) Right-of-Way Acquisition; (3) Utility Coordination and (4) Construction. The Preliminary Engineering phase shall include, but not be limited to, preliminary concept development, land surveying, environmental screening, public City Council and CID Board presentations, development of Right-of-Way plans, and development of construction plans and bid documents. The Right-of-Way Acquisition phase shall be when the City begins to acquire any rights of way required to construct the Project as designed during the Preliminary Engineering phase. The CID agrees to coordinate with the City and assist with its members to acquire such rights of way as needed. The Utility Coordination phase shall include coordination with all applicable utility companies to obtain details of facility locations, identify any conflicts and reconcile any conflicts. Finally, the Construction phase of the Project shall be comprised of the construction work required to physically construct the Project as designed and engineered.

C. Roles and Responsibilities of the Parties. The Project shall be managed by the City in compliance with the terms and conditions of this Agreement and sound public works practices. The Parties further agree to work together in good faith to achieve the desired results for the Project, which may include monthly update meetings between the Parties, as may be requested by either Party.

The City will be solely responsible for coordinating and overseeing all work performed on the Project throughout each of the phases of work described in Sections 1 (A) and (B) above. The City's responsibilities shall include procuring any consultants or contractors needed for the Project including, but not limited to, engineering work, right-of-way acquisition, utility coordination and relocation, construction management, construction inspection, material testing, as well as procurement of the construction contractor through the City's bidding process for local government funded projects. All such consultants and contractors hired for the Project are collectively referred to throughout as "Contractor(s)."

The City shall be responsible for obtaining contracts with the Contractors to perform the work required to complete the Project.

The City shall also be responsible for obtaining any permits as may be necessary and appropriate to complete the Project in an expedited manner. Any Project work affecting utilities shall further be coordinated by the City, as applicable. The City shall inspect and approve any work performed pursuant to this Agreement.

Notwithstanding anything to the contrary herein, the City shall inform the CID of pre-construction activities as may be requested by the CID. The CID will assist the City, if requested by the City throughout the Project, in areas such as attending City Council meetings, assisting with property owners during the Right-of-Way Acquisition phase, etc. Upon request, the CID shall also

review plan submittals, construction bid documents and bids from construction contractors. Upon request, the CID shall review Contractor proposals or participate on procurement selection committees.

The City shall provide progress updates on the status of engineering, right-of-way, utility coordination and construction management to the PCID every six (6) months, or more frequently if a critical project deliverable warrants.

D. **Project Funding.** The entire costs of the Project shall be divided equally between the Parties, subject to the terms of this Agreement. The Project is estimated to have a total cost as described in Exhibit B attached hereto. Detailed cost estimates will be provided by the City to the CID as they are updated and work progresses. If costs are estimated by the City to exceed the budget in Exhibit B, the PCID must approve an Amendment to this Agreement for any additional share of the project budget. The CID shall not be responsible for costs in excess of the CID Estimated Costs set forth in the Project Budget in Exhibit B, unless prior approval is given by CID, it in writing and documented in an Amendment to this Agreement. The Parties acknowledge and agree that, for purposes of implementing the Project, the City will be responsible for paying and will pay the costs of the Project. The CID shall reimburse, to the City, half of the total costs of the Project, subject to the limitations of the estimates and prior approval of any amounts above said estimates, as provided for herein. The project costs for which the City shall be entitled to reimbursement pursuant to this Agreement shall be limited to the actual costs incurred and paid by the City, within the approved project budget in Exhibit B, and as set forth in this Agreement.

The CID will pay the City on a reimbursement basis. Upon receipt of a Contractor invoice, the City will then submit a reimbursement request to the CID by forwarding a copy of the invoice and proof of payment to the CID. Upon the CID's receipt of the invoice, the CID shall reimburse the City for the amount presented and paid by the City within thirty (30) days of receipt of the invoice and proof of payment. In the event the City determines any amount requested by Contractor(s) should be withheld, the City shall provide the CID with a written notice of its intent to withhold payment from such Contractor, and the reason for the same.

The City shall ensure the payment process set forth in this Agreement does not conflict with any payment agreement between it and Contractor(s) related to work that is governed by this Agreement. If, and when, the City recognizes any conflict between the payment processes, the City shall promptly notify the CID of the same, and the Parties shall agree on a mutually acceptable payment process.

2. TERM; TERMINATION

A. **Term.** This Agreement shall commence on the date hereof and shall remain in effect until terminated as described in this Section 2 or until completion of the Project and full reimbursement has been made to the City.

B. **Termination.** Either Party may terminate this Agreement, in whole or in part, due to: failure of the other Party to fulfill its obligations under this Agreement in any respect (and such failure is not cured within thirty (30) days of notice of the same), or because of a failure to obtain funding for any budget of the Project. In the event of termination for default of the CID, the CID shall be responsible for all costs associated with any obligations or commitments made by the City in respect to the Project, which may include obligations that extend beyond the termination date. In

the event of termination for default of the City, the City shall be responsible for any costs it incurs after the date of such termination, and the CID shall not be responsible for reimbursing any such costs.

Subject to any right to cure, a Party shall terminate this Agreement by delivering to the other Party, with at least thirty (30) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. Such Notice of Termination shall be sent as provided in Section 8.

3. CONTRACTORS

The City shall ensure its contracts with the Contractor(s) abide by all applicable local, state, and federal laws, rules, and regulations.

The City shall also ensure its contracts with Contractor(s) state: (1) that such contract(s) is between the City and the Contractor. The CID shall not have privity of contract with the Contractor, and the City shall hold harmless the CID for any claims arising from the contracts between the City and the Contractor to the extent allowed by applicable law.

4. INVOICES; PAYMENT

The City shall be responsible for paying Contractors for their work on the Project, with the right to reimbursement from the CID as described herein. The City will require that Contractor invoices be itemized on a percentage-completed basis as described in the Project scope and schedule of work to show the date of service and description of service in sufficient detail and specificity to allow the Parties to determine precisely what work and services each payment covers. The CID will provide reimbursement to the City as provided in Section 1 (D) above.

5. ADDITIONAL SCOPE OF WORK; CHANGES IN PROJECT COSTS

Throughout the course of the Project, if the City identifies requirements to perform work beyond the scope of this Agreement, the City shall immediately notify the CID in writing, and shall not proceed with such work or incur additional cost until the City receives written approval from the CID as set forth in this Section. The written notice shall explain the additional work and how such additional work is considered outside the basic scope of work of this Agreement and shall state the proposed cost for any such additional work. Such notice shall also set forth an explanation for any additional costs, along with the amount of such costs. The CID must approve by amendment to this Agreement any such additional work or costs in writing prior to the work being performed or the costs being incurred. The CID shall not be responsible for the cost of any additional work performed under this Section 5 that has not first been approved by it in writing. Except as may otherwise be provided for in this Agreement, nothing in this Section shall obligate the CID to pay for additional work that it did not approve in writing in advance of such work being performed, nor shall the CID be obligated to approve an amendment to this Agreement for any work it does not approve.

6.
OWNERSHIP OF DATA AND DOCUMENTS

All Project documents, including, but not limited to, drawings, estimates, specifications, and data, are and remain the property of the City. The City is exclusively responsible for the supervision, control, and use of Project documents referenced herein, and shall take reasonable precautions to prevent unauthorized use or distribution, subject to all applicable laws of the State of Georgia.

7.
CONTRACTOR INSURANCE REQUIREMENTS

The City shall ensure that each Contractor maintain, for the duration of its respective work on the Project, insurance in the following minimum limits:

A. Liability Insurance

1. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned, and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Professional (Errors and Omissions) Liability Insurance with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate.

B. Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days' prior written notice to the City.
2. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City..
3. Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies shall include an appropriate endorsement making the City insured under such policies.
4. All of the insurance herein specified shall be written on a form acceptable to the City and shall be A.M. Best Company rated AX or greater.

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

C. Certificates of Insurance

Certificates of insurance showing that such coverage is in force shall be provided to both the City and the CID.

**8.
NOTICES**

Any notices required under this Agreement shall be sent via certified mail, with an original by first class mail, and a copy via e-mail, to the following:

If to the City: City Manager

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
e-mail: efreeman@sandyspringsga.gov

With a copy to: City Attorney

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
e-mail: dlee@fmglaw.com

If to the CID: Executive Director

Fulton Perimeter Community Improvement District
1100 Abernathy Road, N.E.
500 Northpark, Lobby Suite 15
Sandy Springs, Georgia 30328
e-mail: ahanton@perimetercid.org

With a copy to: Chairman

Fulton Perimeter Community Improvement District
1100 Abernathy Road, N.E.
500 Northpark, Lobby Suite 15
Sandy Springs, Georgia 30328
e-mail: ssk@fpcid.com

All notices sent to the above names and addresses shall be binding unless such name or address has been changed in writing and provided to the other Party.

**9.
BINDING AGREEMENT; ASSIGNMENT**

The City and the CID each binds itself and its successors, administrators, and assigns to the other Party to this Agreement and to the successors, administrators, and assigns of such other Party in respect to all covenants of this Agreement. Except as stated above, neither this Agreement nor the rights granted by it shall be assigned or transferred by either Party under any circumstances. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in abrogation of this prohibition is void. Nothing herein shall be construed as creating any personal liability on the part of any elected officials, officers, directors, employees, or agents of the Parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Parties to this Agreement.

**10.
LIMITATION OF LIABILITY**

Each Party's liability to the other Party arising out of or relating to this Agreement under any legal theory will be limited to direct damages. In no event will either Party be liable to the other Party for special, consequential, indirect, incidental, punitive, or exemplary damages, including, without limitation, lost profits, lost business, or lost opportunities, even if such Party has previously been advised of the possibility of such damages.

**11.
GOVERNING LAW**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

**12.
VENUE**

This Agreement shall be deemed to have been made and performed in the City of Sandy Springs, Georgia. For the purposes of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia.

**13.
MODIFICATIONS; AMENDMENTS**

This Agreement may not be amended or otherwise modified except by a writing signed by both Parties. More particularly, no amendment or modification of this Agreement shall be enforceable unless approved by action of the City Council and the Board of Directors of the CID.

14.

RELATIONSHIP

The Parties in the performance of this Agreement shall be acting in their own separate capacity and not as an agent, employee, partner, joint venture, or associate of the other. The officers, employees, agents, and representatives of each Party shall not be deemed or construed to be the officers, employees, agents, representatives, or partners of the other Party for any reason whatsoever.

15.

NON-DISCRIMINATION

During performance of this Agreement, neither Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state, and local laws. This practice shall apply to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

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

Each Party shall, in all solicitations or advertisements for employees placed by, or on behalf of, such Party, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state, and local laws.

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

16.

ENTIRE AGREEMENT

This Agreement constitutes the sole agreement between the Parties for work and services to be performed on the Joint Project. No representation oral or written not incorporated herein shall be binding on the Parties.

17.

AUTHORITY

Each Party warrants and represents that it is authorized to execute and enter into this Agreement.

18. HEADINGS

The headings contained herein are for the convenience of the Parties only and shall not be interpreted to limit or affect in any way the meaning of the provisions contained in this Agreement.

19. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

20. WAIVER

No waiver by either Party of any term or provision of this Agreement or any default hereunder shall affect such Party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

21. EFFECTIVE DATE

The effective date of this Agreement shall be the date first written above.

22. NO PRIVACY WITH OTHERS

Nothing contained in this Agreement shall create or be interpreted to create privacy or any other contractual agreement between the CID and any person or entity other than the City.

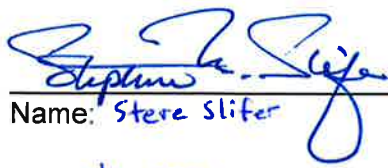
23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Each Party agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in four (4) counterparts, each to be considered as an original, by their authorized representatives, the day and date hereinabove written.

**FULTON PERIMETER COMMUNITY
IMPROVEMENT DISTRICT**

(SEAL)

By: 
Name: Steve Slifer
Chairman
Title: Chairman
Date: 7/11/23

ATTEST:


~~Secretary~~ Treasurer
By: Dean J. Patterson

By: 
Name: Ann Hanlon
EXECUTIVE DIRECTOR
Title: Executive Director
Date: 7/10/23

CITY OF SANDY SPRINGS

(SEAL)

By: _____
Russell K. Paul, Mayor
Date: _____

ATTEST:

Raquel Gonzalez, City Clerk

City Attorney

CERTIFICATE OF RESOLUTION

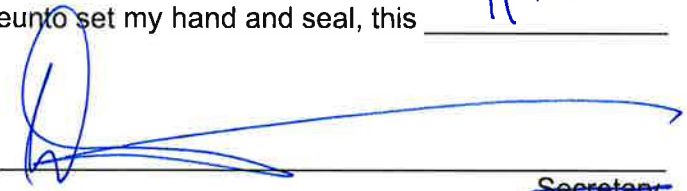
I, Dean J. Patterson, certify the following:

That I am the duly elected and authorized Secretary of the Fulton Perimeter Community Improvement District (the "CID"), a community improvement district organized and authorized under the laws of the State of Georgia. By lawful resolution, the CID has duly authorized and directed Steve Slater, in his official capacity as Chairman of the CID, to enter into and execute the attached Agreement with the City of Sandy Springs, a municipal corporation of the State of Georgia:

AGREEMENT BY AND BETWEEN THE CITY OF SANDY SPRINGS AND THE FULTON PERIMETER COMMUNITY IMPROVEMENT DISTRICT GLENRIDGE DRIVE SIDE PATH FROM HAMMOND DRIVE TO WELLINGTON TRACE

That the foregoing Resolution of the CID has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 11th day of July, 2023.



Secretary
Treasurer

EXHIBIT A

MAP OF PROPOSED PROJECT

The Glenridge Drive Side Path Project consists of adding a bicycle/pedestrian side path on the east side of Glenridge Drive from Hammond Drive to just south of Wellington Trace.



EXHIBIT B

CONTEMPLATED COST AND FUNDING FOR THE PROJECT

	Preliminary Engineering	Right of Way	Utilities	Construction	Total
City (50%)	\$ 275,000	\$ 137,500	\$ 137,500	\$ 825,000	\$ 1,375,000
CID (50%)	\$ 275,000	\$ 137,500	\$ 137,500	\$ 825,000	\$ 1,375,000
Total Estimated Cost	\$ 550,000	\$ 275,000	\$ 275,000	\$ 1,650,000	\$ 2,750,000

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE AN AGREEMENT BY AND BETWEEN THE
CITY OF SANDY SPRINGS AND THE FULTON PERIMETER COMMUNITY
IMPROVEMENT DISTRICT FOR THE GLENRIDGE DRIVE SIDE PATH
FROM HAMMOND DRIVE TO WELLINGTON TRACE**

WHEREAS, the attached Agreement between the City of Sandy Springs (the “City”) and the Fulton Perimeter Community Improvement District (the “CID”) will enable funding for the Glenridge Drive Side Path from Hammond Drive to Wellington Trace Project (the “Project”); and

WHEREAS, the City will execute the Project in accordance with applicable all Federal and State laws and regulations, and all City ordinances, rules, and regulations; and

WHEREAS, when completed, the Project will improve bicycle and pedestrian facilities between Hammond Drive and Wellington Trace on the east side of Glenridge Drive; and

WHEREAS, the current estimated total Project cost is \$2,750,000.00. Pursuant to the Agreement, the City will be responsible for a fifty percent (50%) of the funds required for the Project, and CID will be responsible for fifty percent (50%) of the funds required for the Project, which comes to a total of \$1,375,000.00 for both the City and CID, respectively; and

WHEREAS, the City has determined that entering into the Agreement for the stated purpose is in the best interest of the general public and the citizens of the City.

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

1. The Agreement is hereby approved, pending such minor revisions as may be deemed necessary by the City Attorney; and
2. The Mayor and appropriate City Staff are hereby authorized to execute the Agreement; and
3. The Mayor and appropriate City Staff are hereby authorized to take such further actions as may deemed necessary to effectuate the intent of this Resolution.

RESOLVED, this the 1st day of August, 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: William H. Martin, Jr., AIA, Public Works Director
DATE: July 3, 2023 Submission for the August 1, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve an Agreement by and between the City of Sandy Springs and the Fulton Perimeter Community Improvement District for the Peachtree Dunwoody Bike/Pedestrian Trail Project from Hammond Drive to Mount Vernon Highway

Recommendation:

City Staff recommends that the Mayor and City Council approve the Agreement by and between the City of Sandy Springs (the “City”) and the Fulton Perimeter Community Improvement District (the “CID”) for the Peachtree Dunwoody Bike/Pedestrian Trail from Hammond Drive to Mount Vernon Highway Project (the “Project”).

Background:

The Project consists of the design, right-of-way acquisition, utility coordination and construction of a bicycle/pedestrian side path on the west side of Peachtree Dunwoody Road from Hammond Drive to Mount Vernon Highway. This is a TSPLOST 2016 Last Mile Connectivity project and the CID has indicated interest in advancing this project as outlined in the Agreement.

Pursuant to the Agreement, the CID will be responsible for 50% of the funds required for the Project and the City will be responsible for 50% of the funds required for the Project. The City will execute the Project in accordance with all applicable Federal and State laws and regulations, and all City ordinances, rules, and regulations. The proposed Agreement was drafted by both the City and the CID and was approved by the CID Board on June 28, 2023.

Discussion:

The Project will add a bicycle/pedestrian side path on the west side of Peachtree Dunwoody Road from Hammond Drive to Mount Vernon Highway. Project components will include a side path, ADA compliant curb ramps, curb and gutter, storm drain structures, and standard City streetscape elements (lighting, brick pavers, and landscaping). When completed, the Project will improve bicycle and pedestrian facilities on Peachtree Dunwoody Road between Hammond Drive and Mount Vernon Highway.

Financial Impact:

The current estimated total project cost is \$6,100,000.00. Per the Agreement, the CID will be responsible for 50% funds required for the Project, which is \$3,050,000.00. The funding details are shown in the below table. There are adequate funds in TSPLOST 2016 Project TS131 to support the Agreement.

	Preliminary Engineering	Right of Way	Utilities	Construction	Total
City (50%)	\$ 300,000	\$ 922,000	\$ 93,000	\$ 1,735,000	\$ 3,050,000
CID (50%)	\$ 300,000	\$ 922,000	\$ 93,000	\$ 1,735,000	\$ 3,050,000
Total Estimated Cost	\$ 600,000	\$ 1,844,000	\$ 186,000	\$ 3,470,000	\$ 6,100,000

Alternatives:

Should Mayor and City Council choose not to enter into the Agreement with the CID, the following are the alternatives:

1. The City could consider fully funding the Project and not enter into the Agreement; and
2. The City could consider not advancing the Project.

Review:

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

Created/Initiated - 7/20/2023
Approved - 7/20/2023
Approved - 7/24/2023
Approved - 7/27/2023
Final Approval - 7/28/2023

Attachments:

1. Agreement
2. Resolution

**AGREEMENT BY AND BETWEEN
THE CITY OF SANDY SPRINGS AND
THE FULTON PERIMETER COMMUNITY IMPROVEMENT DISTRICT
PEACHTREE DUNWOODY BIKE/PEDESTRIAN TRAIL PROJECT FROM HAMMOND DRIVE
TO MT. VERNON HIGHWAY**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the City of Sandy Springs, Georgia (the "City"), a municipal corporation organized and existing under the laws of the State of Georgia, and the Fulton Perimeter Community Improvement District (the "CID"), a community improvement district organized and existing under the laws of the State of Georgia and located in the City of Sandy Springs (the City and the CID each a "Party" and, collectively, "Parties").

WITNESSETH:

WHEREAS, the CID is a community improvement district authorized under 1987 Ga. Laws 5460 and approved by Resolution adopted September 5, 2001; and

WHEREAS, the CID was created to, among other things, address and improve transportation in the CID area; and

WHEREAS, the City has determined that facilitating and expediting the implementation of transportation improvement projects in the Sandy Springs area with the CID will enhance air quality, reduce highway and street congestion, promote public safety, enhance economic development, and generally improve the quality of life in the City and surrounding area; and

WHEREAS, the CID is uniquely positioned to fund, facilitate, and expedite the implementation of transportation improvement projects impacting the City identified by the City and the CID; and

WHEREAS, the City maintains a Public Works Department and is qualified to direct and administer the rights of ways in the City; and

WHEREAS, the City and the CID desire to enter into this Agreement to set forth the terms and conditions pursuant to which the CID and the City will implement TS131 Peachtree Dunwoody Bike/Pedestrian Trail Last Mile Connectivity (LMC) ("the Project")

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.
THE PROJECT**

The Project consists of the design, right-of-way acquisition, utility coordination and construction of a bicycle/pedestrian side path on the west side of Peachtree Dunwoody Road from Hammond Drive to Mt. Vernon Highway.

This Agreement sets forth the terms and conditions pursuant to which the CID and the City will implement the Project. The Project shall comply with applicable federal and state laws and regulations and all City ordinances, rules, and regulations.

A. Project. The Project consists of the following work as described herein, adding a bicycle/pedestrian side path on the west side of Peachtree Dunwoody Road from Hammond Drive to Mt. Vernon Highway.

A map showing the general proposed limits of the Project and delineating the Project is attached hereto as Exhibit A. The contemplated cost and funding for the Project is attached hereto as Exhibit B.

B. Phases of Project Work. The Parties hereby acknowledge and agree that the Project shall be divided into four (4) phases, as follows: (1) Preliminary Engineering (the "Preliminary Engineering Phase"); (2) Right-of-Way Acquisition (the "Right-of-Way Acquisition Phase"); (3) Utility Coordination (the "Utility Coordination Phase"); and (4) Construction (the "the Construction Phase"). The Preliminary Engineering Phase shall include, but not be limited to, preliminary concept development, land surveying, environmental screening, public information meetings, City Council and CID Board presentations, development of Right-of-Way plans, and development of construction plans and bid documents. The Right-of-Way Acquisition Phase shall be when the City begins to acquire any rights of way required to construct the Project as designed during the Preliminary Engineering phase. The CID agrees to coordinate with the City and assist with its members to acquire such rights of way as needed. The Utility Coordination Phase shall include coordination with all applicable utility companies to obtain details of facility locations, identify any conflicts and reconcile any conflicts. Finally, the Construction Phase of the Project shall be comprised of the construction work required to physically construct the Project as designed and engineered.

C. Roles and Responsibilities of the Parties. The Project shall be managed by the City in compliance with the terms and conditions of this Agreement and sound public works practices. The Parties agree to work together in good faith to achieve the desired results for the Project, which may include monthly update meetings between the Parties, as may be requested by either Party.

The City will be solely responsible for coordinating and overseeing all work performed on the Project throughout each of the phases of work described herein and pictured in Sections 1 (A) and (B) above. The City's responsibilities shall include procuring any consultants or contractors needed for the Project including, but not limited to, engineering work, right-of-way acquisition, utility coordination and relocation, construction management, construction inspection, material testing, as well as procurement of the construction contractor through the City's bidding process for local government funded projects. All such consultants and contractors hired for the Project are collectively referred to throughout as "Contractor(s)."

The City shall be responsible for obtaining contracts with the Contractors to perform the work required to complete the Project.

The City shall also be responsible for obtaining any permits as may be necessary and appropriate to complete the Project in an expedited manner. Any Project work affecting utilities shall further be coordinated by the City, as applicable. The City shall inspect and approve any work performed pursuant to this Agreement.

Notwithstanding anything to the contrary herein, the City shall inform the CID of pre-construction activities as may be requested by the CID. The CID will assist the City, if requested by the City throughout the Project in areas such as attending public meetings, attending City Council meetings, assisting with property owners during the Right-of-Way Acquisition Phase, etc. Upon request, the CID shall also review plan submittals, construction bid documents and bids from construction contractors. Upon request, the CID shall review Contractor proposals or participate on procurement selection committees.

The City shall provide progress updates on the status of engineering, right-of-way, utility coordination and construction management to the PCID every six (6) months, or more frequently if a critical project deliverable warrants.

D. **Project Funding.** The entire costs of the Project shall be divided equally between the Parties, subject to the terms of this Agreement. The Project is estimated to have a total cost as described in Exhibit B attached hereto. Detailed cost estimates will be provided by the City to the CID as they are updated and as work progresses. If costs are estimated by the City to exceed the budget in Exhibit B, the PCID must approve an Amendment to this Agreement for any additional share of the project budget. The CID shall not be responsible for costs in excess of the CID Estimated Costs set forth in the Project Budget in Exhibit B, unless prior approval is given by the CID, it in writing and documented in an Amendment to this Agreement. The Parties acknowledge and agree that, for purposes of implementing the Project, the City will be responsible for paying and will pay the costs of the Project. The CID shall reimburse, to the City, half of the total costs of the Project, subject to the limitations of the estimates and prior approval of any amounts above said estimates, as provided for herein. The Project costs for which the City shall be entitled to reimbursement pursuant to this Agreement shall be limited to the actual costs incurred and paid by the City, within the approved project budget in Exhibit B, and as set forth in this Agreement.

The CID will pay the City on a reimbursement basis. Upon receipt of a Contractor invoice, the City will then submit a reimbursement request to the CID by forwarding a copy of the invoice and proof of payment to the CID. Upon the CID's receipt of the invoice, the CID shall reimburse the City for the amount presented and paid by the City within thirty (30) days of receipt of the invoice and proof of payment. In the event the City determines any amount requested by Contractor(s) should be withheld, the City shall provide the CID with a written notice of its intent to withhold payment from such Contractor, and the reason for the same.

The City shall ensure the payment process set forth in this Agreement does not conflict with any payment agreement between it and Contractor(s) related to work that is governed by this Agreement. If, and when, the City recognizes any conflict between the payment processes, the City shall promptly notify the CID of the same, and the Parties shall agree on a mutually acceptable payment process.

2.
TERM; TERMINATION

A. Term. This Agreement shall commence on the date hereof and shall remain in effect until terminated as described in this Section 2 or until completion of the Project and full reimbursement has been made to the City.

B. Termination. Either Party may terminate this Agreement, in whole or in part, due to: failure of the other Party to fulfill its obligations under this Agreement in any respect (and such failure is not cured within thirty (30) days of notice of the same), or because of a failure to obtain funding for any budget of the Project. In the event of termination for default of the CID, the CID shall be responsible for all costs associated with any obligations or commitments made by the City in respect to the Project, which may include obligations that extend beyond the termination date. In the event of termination for default of the City, the City shall be responsible for any costs it incurs after the date of such termination, and the CID shall not be responsible for reimbursing any such costs.

Subject to any right to cure, a Party shall terminate this Agreement by delivering to the other Party, with at least thirty (30) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. Such Notice of Termination shall be sent as provided in Section 8.

3.
CONTRACTORS

The City shall ensure its contracts with the Contractor(s) abide by all applicable local, state, and federal laws, rules, and regulations.

The City shall also ensure its contracts with Contractor(s) state: (1) that such contract(s) is between the City and the Contractor. The CID shall not have privity of contract with the Contractor and the City shall hold harmless the CID for any claims arising from the contracts between the City and the Contractor to the extent allowed by applicable law.

4.
INVOICES; PAYMENT

The City shall be responsible for paying Contractors for their work on the Project, with the right to reimbursement from the CID as described herein. The City will require that Contractor invoices be itemized on a percentage-completed basis as described in the Project scope and schedule of work to show the date of service and description of service in sufficient detail and specificity to allow the Parties to determine precisely what work and services each payment covers. The CID will provide reimbursement to the City as provided in Section 1 (D) above.

5.
ADDITIONAL SCOPE OF WORK; CHANGES IN PROJECT COSTS

Throughout the course of the Project, if the City identifies requirements to perform work beyond the scope of this Agreement, the City shall immediately notify the CID in writing and shall not proceed with such work or incur additional cost until the City receives written approval from the

CID as set forth in this Section. The written notice shall explain the additional work and how such additional work is considered outside the basic scope of work of this Agreement and shall state the proposed cost for any such additional work. Such notice shall also set forth an explanation for any additional costs, along with the amount of such costs. The CID must approve by amendment to this Agreement any such additional work or costs in writing prior to the work being performed or the costs being incurred. The CID shall not be responsible for the cost of any additional work performed under this Section 5 that has not first been approved by it in writing. Except as may otherwise be provided for in this Agreement, nothing in this Section shall obligate the CID to pay for additional work that it did not approve in writing in advance of such work being performed, nor shall the CID be obligated to approve an amendment to this Agreement for any work it does not approve.

6. OWNERSHIP OF DATA AND DOCUMENTS

All Project documents, including, but not limited to, drawings, estimates, specifications, and data, are and remain the property of the City. The City is exclusively responsible for the supervision, control, and use of Project documents referenced herein, and shall take reasonable precautions to prevent unauthorized use or distribution, subject to all applicable laws of the State of Georgia.

7. CONTRACTOR INSURANCE REQUIREMENTS

The City shall ensure that each Contractor maintain, for the duration of its respective work on the Project, insurance in the following minimum limits:

A. Liability Insurance

1. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned, and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance in the amount of not less than \$3,000,000.

5. Professional (Errors and Omissions) Liability Insurance with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate.

B. Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days' prior written notice to the City.
2. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City.
3. Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies shall include an appropriate endorsement making the City insured under such policies.
4. All of the insurance herein specified shall be written on a form acceptable to the City and shall be A.M. Best Company rated AX or greater.

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

C. Certificates of Insurance

Certificates of insurance showing that such coverage is in force shall be provided to both the City and the CID.

**8.
NOTICES**

Any notices required under this Agreement shall be sent via certified mail, with an original by first class mail, and a copy via e-mail, to the following:

If to the City: City Manager

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
e-mail: efreeman@sandyspringsga.gov With a copy to: City Attorney

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
e-mail: dlee@fmglaw.com

If to the CID: Executive Director

Fulton Perimeter Community Improvement District
1100 Abernathy Road, N.E.

500 Northpark, Lobby Suite 15
Sandy Springs, Georgia 30328
e-mail: ahamlin@perimetercid.org

With a copy to: Chairman

Fulton Perimeter Community Improvement District
1100 Abernathy Road, N.E.
500 Northpark, Lobby Suite 15
Sandy Springs, Georgia 30328
e-mail: slife@ups.com

All notices sent to the above names and addresses shall be binding unless such name or address has been changed in writing and provided to the other Party.

**9.
BINDING AGREEMENT; ASSIGNMENT**

The City and the CID each binds itself and its successors, administrators, and assigns to the other Party to this Agreement and to the successors, administrators, and assigns of such other Party in respect to all covenants of this Agreement. Except as stated above, neither this Agreement nor the rights granted by it shall be assigned or transferred by either Party under any circumstances. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in abrogation of this prohibition is void. Nothing herein shall be construed as creating any personal liability on the part of any elected officials, officers, directors, employees, or agents of the Parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Parties to this Agreement.

**10.
LIMITATION OF LIABILITY**

Each Party's liability to the other Party arising out of or relating to this Agreement under any legal theory will be limited to direct damages. In no event will either Party be liable to the other Party for special, consequential, indirect, incidental, punitive, or exemplary damages, including, without limitation, lost profits, lost business, or lost opportunities, even if such Party has previously been advised of the possibility of such damages.

**11.
GOVERNING LAW**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

**12.
VENUE**

This Agreement shall be deemed to have been made and performed in the City of Sandy Springs, Georgia. For the purposes of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia.

13.
MODIFICATIONS; AMENDMENTS

This Agreement may not be amended or otherwise modified except by a writing signed by both Parties. More particularly, no amendment or modification of this Agreement shall be enforceable unless approved by action of the City Council and the Board of Directors of the CID.

14.
RELATIONSHIP

The Parties in the performance of this Agreement shall be acting in their own separate capacity and not as an agent, employee, partner, joint venture, or associate of the other. The officers, employees, agents, and representatives of each Party shall not be deemed or construed to be the officers, employees, agents, representatives, or partners of the other Party for any reason whatsoever.

15.
NON-DISCRIMINATION

During performance of this Agreement, neither Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state, and local laws. This practice shall apply to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

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

Each Party shall, in all solicitations or advertisements for employees placed by, or on behalf of, such Party, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state, and local laws.

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

16.
ENTIRE AGREEMENT

This Agreement constitutes the sole agreement between the Parties for work and services to be performed on the Joint Project. No representation oral or written not incorporated herein shall be binding on the Parties.

**17.
AUTHORITY**

Each Party warrants and represents that it is authorized to execute and enter into this Agreement.

**18.
HEADINGS**

The headings contained herein are for the convenience of the Parties only and shall not be interpreted to limit or affect in any way the meaning of the provisions contained in this Agreement.

**19.
SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

**20.
WAIVER**

No waiver by either Party of any term or provision of this Agreement or any default hereunder shall affect such Party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

**21.
EFFECTIVE DATE**

The effective date of this Agreement shall be the date first written above.

22.
NO PRIVITY WITH OTHERS

Nothing contained in this Agreement shall create or be interpreted to create privity or any other contractual agreement between the CID and any person or entity other than the City.

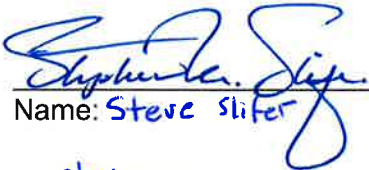
23.
COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Each Party agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in four (4) counterparts, each to be considered as an original, by their authorized representatives, the day and date hereinabove written.

**FULTON PERIMETER COMMUNITY
IMPROVEMENT DISTRICT**

(SEAL)

By: 
Name: Steve Slifer
Chairman
Title: Chairman
Date: 7/11/23

ATTEST:


~~Secretary~~ Treasurer
By: Dean J. Patterson

By: 
Name: Ann Hanlon
EXECUTIVE DIRECTOR
Title: Executive Director
Date: 7/10/23

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF SANDY SPRINGS

(SEAL)

By: _____
Russell K. Paul, Mayor

Date: _____

ATTEST:

Raquel Gonzalez, City Clerk

City Attorney

CERTIFICATE OF RESOLUTION

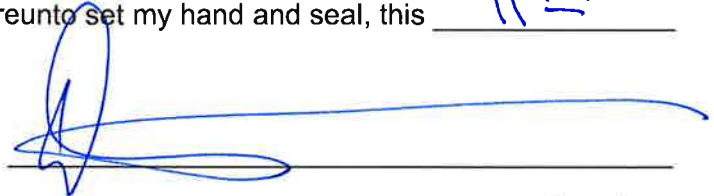
I, Dean J. Patterson, certify the following:

That I am the duly elected and authorized Secretary of the Fulton Perimeter Community Improvement District (the "CID"), a community improvement district organized and authorized under the laws of the State of Georgia. By lawful resolution, the CID has duly authorized and directed Steve Sliter, in his official capacity as Chairman of the CID, to enter into and execute the attached Agreement with the City of Sandy Springs, a municipal corporation of the State of Georgia:

AGREEMENT BY AND BETWEEN THE CITY OF SANDY SPRINGS AND THE FULTON PERIMETER COMMUNITY IMPROVEMENT DISTRICT PEACHTREE DUNWOODY BIKE/PEDESTRIAN TRAIL PROJECT FROM HAMMOND DRIVE TO MT. VERNON HIGHWAY

That the foregoing Resolution of the CID has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 11th day of July, 2023.



Secretary
Treasurer

EXHIBIT A

MAP OF PROPOSED PROJECT

The Project consists of adding a bicycle/pedestrian side path on the west side of Peachtree Dunwoody Road from Hammond Drive to Mt. Vernon Highway.



EXHIBIT B

CONTEMPLATED COST AND FUNDING FOR THE PROJECT

	Preliminary Engineering	Right of Way	Utilities	Construction	Total
City (50%)	\$ 300,000	\$ 922,000	\$ 93,000	\$ 1,735,000	\$ 3,050,000
CID (50%)	\$ 300,000	\$ 922,000	\$ 93,000	\$ 1,735,000	\$ 3,050,000
Total Estimated Cost	\$ 600,000	\$ 1,844,000	\$ 186,000	\$ 3,470,000	\$ 6,100,000

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE AN AGREEMENT BY AND BETWEEN THE
CITY OF SANDY SPRINGS AND THE FULTON PERIMETER COMMUNITY
IMPROVEMENT DISTRICT FOR THE PEACHTREE DUNWOODY
BIKE/PEDESTRIAN TRAIL PROJECT FROM HAMMOND DRIVE TO MOUNT
VERNON HIGHWAY**

WHEREAS, the attached Agreement between the City of Sandy Springs (the “City”) and the Fulton Perimeter Community Improvement District (the “CID”) will enable funding for the Peachtree Dunwoody Bike/Pedestrian Trail from Hammond Drive to Mount Vernon Highway Project (the “Project”); and

WHEREAS, the City will execute the Project in accordance with all applicable Federal and State laws and regulations, and all City ordinances, rules, and regulations; and

WHEREAS, when completed, the Project will improve bicycle and pedestrian facilities between Hammond Drive and Mt. Vernon Highway on the west side of Peachtree Dunwoody Road; and

WHEREAS, The current estimated total Project cost is \$6,100.00. Pursuant to the Agreement, the City will be responsible for fifty percent (50%) of the funds required for the Project, and CID will be responsible for fifty percent (50%) of the funds required for the Project, which comes to a total of \$3,050,000.00 for both the City and CID, respectively; and

WHEREAS, the City has determined that entering into the Agreement for the stated purpose is in the best interest of the general public and the citizens of the City.

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

1. The Agreement is hereby approved, pending such minor revisions as may be deemed necessary by the City Attorney; and
2. The Mayor and appropriate City Staff are hereby authorized to execute the Agreement; and
3. The Mayor and appropriate City Staff are hereby authorized to take such further actions as may deemed necessary to effectuate the intent of this Resolution.

RESOLVED, this the 1st day of August, 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: William H. Martin, Jr., AIA, Public Works Director
DATE: June 22, 2023 Submission for the August 1, 2023 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve a Memorandum of Agreement between the City of Sandy Springs and the Georgia Department of Transportation for Roadway Lighting on State Route 9/Roswell Road from Lake Placid Drive to Northwood Drive

Recommendation:

City Staff recommends that the Mayor and City Council approve the Georgia Department of Transportation (the "GDOT") Memorandum of Agreement ("MOA") for Pedestrian Lighting along Roswell Road from Lake Placid Drive to Northwood Drive (the "Project").

Background:

The attached MOA recognizes that the City of Sandy Springs (the "City") is installing pedestrian lighting in the GDOT controlled right-of-way on State Route 9/Roswell Road from Lake Placid Drive to Northwood Drive, and that the City accepts all responsibility for the maintenance and operation of the City installed lighting. The MOA addresses eleven (11) decorative pedestrian lights to be installed as part of the Project.

Discussion:

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

Financial Impact:

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

Alternatives:

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

Review:

Cheryl Oslund, Administrative Coordinator
Marty Martin, Director of Public Works
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney

Created/Initiated - 7/20/2023
Approved - 7/20/2023
Approved - 7/24/2023
Approved - 7/27/2023

Eden Freeman, City Manager

Final Approval - 7/28/2023

Attachments:

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

MEMORANDUM OF AGREEMENT

FOR

**LIGHTING ON STATE ROUTE 9/ROSWELL ROAD between LAKE PLACID DRIVE
AND NORTHWOOD DRIVE, CITY OF SANDY SPRINGS, GEORGIA, FULTON CO.**

CONSISTING OF

Install two (2) each new 15-foot aluminum poles for two (2) each 70 W LED's, three (3) each 30-foot aluminum poles with 180W LED's and six (6) each 13-foot aluminum poles with 54W LED's for a total of eleven (11) each new poles and luminaries by Permit No. 1282999 along State Route 9 between Lake Placid Drive and Northwood Drive for Streetscape for City of Sandy Springs, Georgia, Fulton County.

BETWEEN

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

RELATIVE TO

The **CITY** is requesting to install two (2) each new 15-foot aluminum poles for two (2) each 70W LED's, three (3) each 30-foot aluminum poles with 180W LED's and six (6) each 13-foot poles with 54W LED's for a total of eleven (11) each new poles and luminaries by Permit No. 1282999 along State Route 9 between Lake Placid Drive and Northwood Drive for Streetscape for City of Sandy Springs, Georgia, Fulton County.

I. IT IS THE INTENTION OF THE PARTIES:

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

the following:

1. The **CITY** shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway lighting in accordance with the Georgia Department of Transportation's Design Policy Manual, by Permit No. 1282999 along State Route 9 between Lake Placid Drive and Northwood Drive, City of Sandy Springs, Georgia, Fulton County.

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

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

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

II. IT IS FURTHER AGREED, that the **DEPARTMENT**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the

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

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

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

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

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

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

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

GEORGIA DEPARTMENT OF TRANSPORTATION

STATE UTILITIES ENGINEER

WITNESS

REQUESTED BY: CITY OF SANDY SPRINGS, GEORGIA

BY: _____
TITLE: _____

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC
My Commission Expires: _____

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

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

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

Attest:

BY: _____
City Clerk

June 26, 2023-cnw

GPC 1282999, SR 9

Write a description for your map.

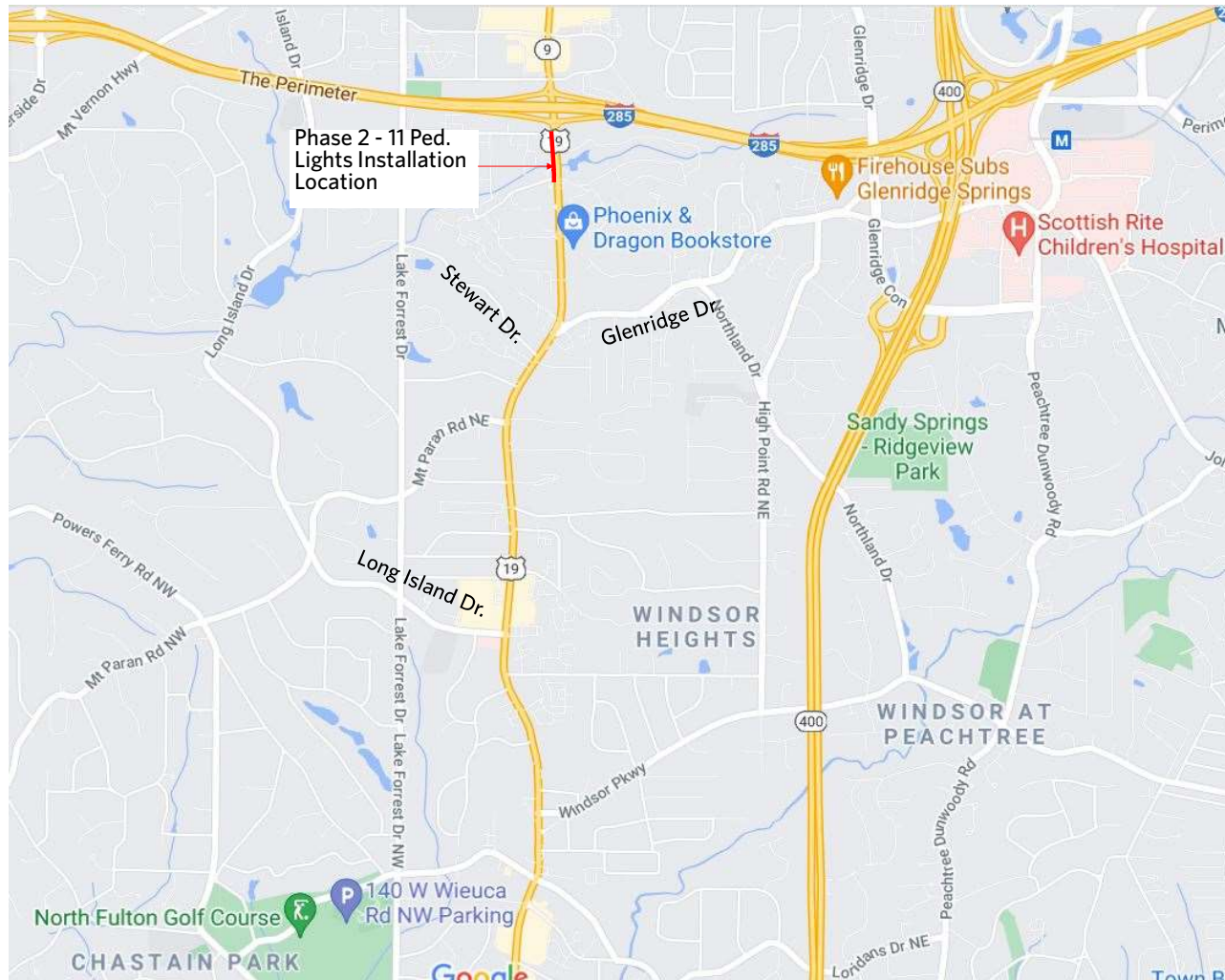
Legend

Read Ln NE

 Lake Placid Dr NE

Permit 1282999, Georgia Power Co., SR 9/Roswell Road, Fulton Co., 2 each 15 ft. aluminum poles with 70W LED luminaries, 3 each 30 foot poles with 180W LED luminaries and 6 each 13 foot poles with 54W LED luminaries for City of Sandy Spring Streetscape between Northwood Drive and Lake Placid Drive NE.

T0033-7 CDBG Roswell Road Streetscape Phase 2 Vicinity Map



**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS AND THE GEORGIA DEPARTMENT
OF TRANSPORTATION FOR ROADWAY LIGHTING ON STATE ROUTE
9/ROSWELL ROAD FROM LAKE PLACID DRIVE TO NORTHWOOD DRIVE**

WHEREAS, the City of Sandy Springs (the “City”) is installing pedestrian lighting in the Georgia Department of Transportation’s (“GDOT”) controlled right-of-way on State Route 9/Roswell Road from Lake Placid Drive to south of Northwood Drive (the “Project”); and

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

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

WHEREAS, pursuant to the MOA, eleven (11) decorative pedestrian lights will be installed as part of the Project; and

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

WHEREAS, the City desires to enter into the MOA with respect to the Project.

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

1. The Memorandum of Agreement is approved; and
2. The Mayor is hereby authorized to execute the attached MOA on behalf of the City, pending any minor changes and approval of the City Attorney; and
3. The City Manager, and appropriate City Staff are authorized to take such other actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 1st day of August, 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: William H. Martin, Jr. AIA Public Works Director

DATE: June 22, 2023 Submission for the August 1, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Contract Award for Pavement Markings for Public Works Services and to Authorize the City Manager to Execute the Contract

Recommendation:

City Staff recommends that the Mayor and City Council approve the contract award to Tidwell Traffic Solutions, Inc. for annual Pavement Markings Maintenance Services (the "Services").

Background:

On May 10, 2023, the City of Sandy Springs (the "City") advertised its Invitation to Bid ("ITB") for the Services. A pre-bid conference was held May 19, 2023. The deadline for submission of responses to the ITB ("Responses") was June 12, 2023. Under this ITB, the City is seeking a Contractor to perform services for FY24 and up to four additional years.

The ITB included a two-part pricing submission, a "Bid Schedule" for FY24 proposed work and a "Pavement Markings Materials On-Call Pricing" fee schedule for standard striping maintenance activities. The Pavement Markings Materials On-Call Pricing would be used for any additional work in FY24, if required, and subsequent years. Pricing was submitted by four (4) Contractors: Big Apple Services; Peek Pavement Markings, LLC; Tidwell Traffic Solutions; and UHK, LLC. City Staff undertook an evaluation of the pricing for year one (1), along with providing up to four (4) additional years of Services.

	FY24 Bid		Estimates Based on On-Call Pricing and Escalator				
	Year 1	Escalator Years 2-5	Year 2	Year 3	Year 4	Year 5	Total
Big Apple Services	\$172,472.50	10%	\$189,719.75	\$208,691.73	\$229,560.90	\$252,516.99	\$1,052,961.86
Peek Pavement Markings, LLC	\$102,753.75	5%	\$277,984.88	\$291,884.12	\$306,478.32	\$321,802.24	\$1,300,903.31
Tidwell Traffic Solutions	\$169,216.00	5%	\$172,959.15	\$181,607.11	\$190,687.46	\$200,221.84	\$914,691.56
UHK, LLC	\$253,952.50	25%	\$317,440.63	\$396,800.78	\$496,000.98	\$620,001.22	\$2,084,196.10

Discussion:

Upon administrative review of the Bid Schedule and Pavement Markings Materials On-Call Pricing and reference checks, City Staff recommends award of the contract be made to Tidwell Traffic Solutions, Inc. as the best value for the City. The amount of award for FY 24 is \$169,216.00. The term of the contract resulting from this solicitation will be five (5) performance years, including one (1) base year and four (4) one (1) year renewal options contingent upon annual appropriation of funds by the City. The annual budget will be based on each year's identified striping maintenance needs. The contract will terminate at the close of each fiscal year but will automatically renew absent any positive action by the City.

Financial Impact:

There are sufficient funds allocated in the FY24 budget under Contractual Services to award the contract for Services the one (1) year (base year) of the contract for \$169,216.00.

Alternatives:

1. Not award the contract and provide staff with further guidance.
2. Re-advertise the solicitation.

Review:

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

Created/Initiated - 7/20/2023
Approved - 7/20/2023
Approved - 7/24/2023
Approved - 7/27/2023
Final Approval - 7/28/2023

Attachments:

1. Resolution Tidwell Traffic Solutions, Inc.

**STATE OF GEORGIA
COUNTY OF FULTON**

A RESOLUTION TO APPROVE A CONTRACT AWARD TO TIDWELL TRAFFIC SOLUTIONS INC. TO PROVIDE ANNUAL PAVEMENT MARKING MAINTENANCE

WHEREAS, on May 10th, 2023 the City of Sandy Springs (“City”) issued an Invitation to Bid (“ITB”) on for pavement marking maintenance services and striping maintenance activities, as it relates to roadways within the City; and

WHEREAS, On June 12th, 2023 the City received four (4) proposals in response to the ITB, including a proposal from Tidwell Traffic Solutions, Inc.; and

WHEREAS, the City Staff evaluated the four (4) responses to the ITB and determined that the most responsible and responsive bidder was Tidwell Traffic Solutions, Inc., which provided the bid that was in the overall best interest of the City; and

WHEREAS, the Agreement term would provide for one (1) base year of services in an amount of \$169,216.00 with four (4) one (1) year renewal options, for a total of five (5) performance years, contingent upon the City’s annual appropriation of funds; and

WHEREAS, the City desires to make contract award to Tidwell Traffic Solutions, Inc., in an amount of \$169,216.00.

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

1. That the contract award be made to Tidwell Traffic Solutions Inc., in an amount of \$169,216.00 for annual pavement marking maintenance; and
2. That the City Manager is hereby authorized to execute the Agreement on behalf of the City, pending approval from the City Attorney and Chief Financial Officer; and
3. That the City Manager is hereby authorized to take such other actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 1st day of August, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members
FROM: Dan Lee, City Attorney
DATE: July 27, 2023 Submission for the August 1, 2023 Meeting
ITEM: Request for Mayor and City Council Consideration to Approve the Appropriation of Certain Property Rights and Interests Located at 0 Johnson Ferry Road (Tax Parcel #: 17-0089-0007-041-5) Through the Use of Eminent Domain As It Relates to the Johnson Ferry Road/Mount Vernon Highway Intersection Improvements Project

Recommendation:

The City Attorney recommends the Council approve the use of eminent domain to acquire the property rights and interest located at 0 Johnson Ferry Road (the "Property") in order to construction certain right of way improvements which will improve vehicular and pedestrian mobility, as well as reduce roadway congestion.

Background:

The property in question is an undeveloped/vacant, triangular shaped parcel of land located on a 0.0064 - acre lot (approximately 278.784 square feet of land). It is located on the east end of the Project, at the conjunction of Mount Vernon Highway and Johnson Ferry Road, and across from Boylston Drive.

Discussion:

The property in question is an undeveloped/vacant, triangular shaped parcel of land located on a 0.0064 - acre lot (approximately 278.784 square feet of land). It is located on the east end of the Project, at the conjunction of Mount Vernon Highway and Johnson Ferry Road, and across from Boylston Drive.

Financial Impact:

City Staff has been unable to secure the acquisition of the property, due to a misrepresentation of title to the Property. There is some indication that these parties have lingering interest in and to said property, including ownership of the City to the extent that part of the ownership is deeded to the City, via the roadway, when the City was formed in 2005. The City believes that just and adequate compensation for the subject property is \$500.00.

Alternatives:

The City's failure to obtain title to this property would result in the City having to modify the proposed Project, which would increase the cost of the Project.

Review:

Raquel Gonzalez, City Clerk
Toni Carlisle, Chief Financial Officer

Created/Initiated - 7/28/2023
Approved - 7/28/2023

Dan Lee, City Attorney
Eden Freeman, City Manager

Approved - 7/28/2023
Final Approval - 7/28/2023

Attachments:

1. RESOLUTION- 0 Johnson Ferry Rd
2. Exhibit A

STATE OF GEORGIA
COUNTY FULTON

**A RESOLUTION TO APPROVE THE APPROPRIATION OF CERTAIN PROPERTY
RIGHTS AND INTERESTS LOCATED AT 0 JOHNSON FERRY ROAD, FULTON
COUNTY, GEORGIA (TAX PARCEL # 17-0089-0007-041-5) AS IT PERTAINS TO
PROJECT TS-191 THROUGH THE USE OF EMINENT DOMAIN**

WHEREAS, the City of Sandy Springs (the “City”) has determined it is necessary acquire the property located at 0 Johnson Ferry Road, Sandy Springs, GA 30328 (the “Property”), as it pertains to the Johnson Ferry Road/Mount Vernon Highway Intersection Improvements Project (TS-191)(the "Project"); and

WHEREAS, in order to construct the Project, fee simple rights are required over, under, and through the Property those rights being more particularly described in Exhibit “A”, attached hereto; and

WHEREAS, the Mayor and Council have considered the Project and determined that appropriation of the property rights and interests is necessary and must be carried out expeditiously to ensure timely completion of the Project; and

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

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

1. The City Attorney’s office is hereby authorized to acquire through the use of eminent domain pursuant to Title 32 of the Georgia Code, the necessary property rights and interests over, under and across the property located at 0 Johnson Ferry Road (Tax Parcel #: 17-0089-0007-041-5) in order to ensure that the City acquires free and clear title to such rights and interests and to ensure the timely completion of the Project; and
2. The City Manager and City Attorney are hereby authorized to take such actions as may be necessary to effectuate the intent of this Resolution.

RESOLVED this the 1st day of August, 2023.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk
(Seal)

Property Profile for 0 JOHNSON FERRY RD

Property Tax Information

Tax Year	2024
Parcel ID	17 008900070415
Property Address	0 JOHNSON FERRY RD
Owner	FULTON COUNTY
Mailing Address	141 PRYOR ST SW SUITE 7000 ATLANTA GA 30303
Total Appraisal	not available
Improvement Appraisal	not available
Land Appraisal	not available
Assessment	not available
Tax District	59
Land Area	0.0064 ac
Property Class	Exempt - Public Property
Land Use Class	Vacant Exempt Land
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Sandy Springs
Commission District	2
Commission Person	Bob Ellis
Council District	District 3
Council Person	Melissa Mular
Voting Precinct	SS07B
Poll Location	Lake Forest Elementary School, 5920 Sandy Springs Cir
Congressional District	005
State Senate District	014
State House District	052

School Zones

Elementary School	Lake Forest
Middle School	Ridgeview
High School	Riverwood

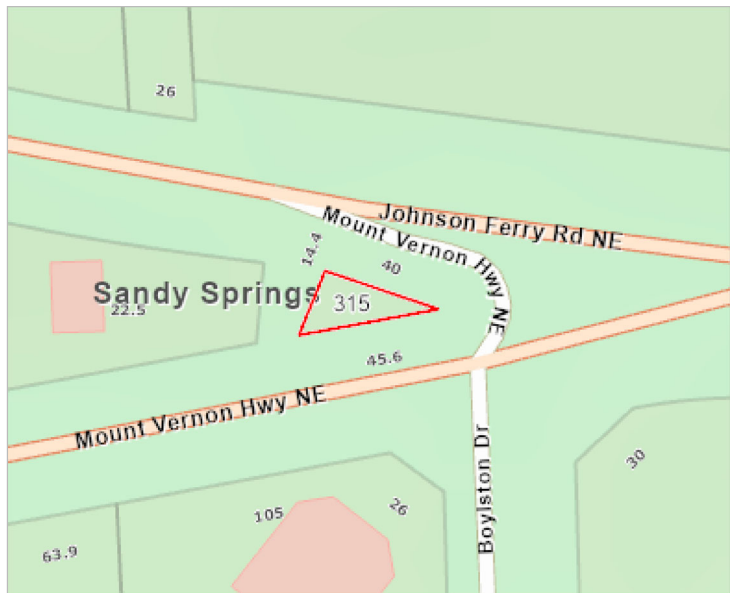
Other Information

Zip Code	30328
Census Tract	101.33
In Less Developed Census Tract	No

Aerial View



Property Map



Vicinity Map

